HURRICANE CITY
UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

City Council

David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

Hurricane City Council Meeting
Agenda

April 4, 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. Work Meeting

1. Presentation from Mason Baker, General Manager of UAMPS
2. Discussion on power capacity and Three Falls Substation
3. 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 March 7, 2024, March 21, 2024, and special meeting March 25, 2024

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.

OLD BUSINESS

1. 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.
2. Consideration and possible approval of an **updated preliminary plat for Peregrine Pointe West Phases 1-4 amended**, located at 600 N and 3100 West - Perry Development Applicant, Greg Sant Agent
3. Discussion about our City **Vision, Mission Statement, and Motto.**

NEW BUSINESS

1. Consideration and possible approval of **local consent for five events held at Sand Hollow Resort -** Cassandra de St. Jeor
2. Discussion regarding **transportation within Washington County** - Commissioner Adam Snow and County Attorney Eric Clarke
3. Consideration and possible decision regarding an **appeal of a City administrative decision denying Cordero's request for reimbursement**. -River Valley Development, LLC
4. Consideration and possible approval of **Resolution 2024-17 Supporting Confluence Park Easement Grant and Partial Release** to add 20.7 acres to a conservation easement and remove from the conservation easement 1.46 acres adjacent to 100 West Street.
5. Discussion and possible approval of **resurfacing the pickelball courts** with sports court material
6. Consideration and possible approval of **Resolution 2024-18 updating the theater ticket prices**
7. Consideration and possible approval of the **Introduction, Preface, and Chapter 1** of the new employee policy manual - Sel Lovell
8. Mayor, Council, and Staff reports
9. 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 April 4, 2024

4:00 p.m. Presentation from Mason Baker, General Manager of UAMPS

Discussion on power capacity and Three Falls Substation

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Approval of Minutes for March 7, 2024, March 21, 2024, and special meeting March 25, 2024

Old Business

1. 3/28/2024 Update by Arthur LeBaron
   Updated drawings have been received as of 3/15/2024

   The subdivision plans depict 18 lots on most of the sheets, and an additional 2 lots on one of the sheets. The 2 additional lots are not recommended to be entitled at this time because they are dependent on other property owners to provide rights-of-way for access and utility service extensions. The current drawings do not show how access and utilities will be provided to the 2 lots in question (Lots 19 & 20). The City requires that a preliminary plat include plans that show "parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision." (HCC 10-39-7(C)(3)). It has been reported to me that the applicant intends to create access to the 2 lots in question via 900 South and 1100 West. This is not shown on the plan, and requires the cooperation of other property owners. The preliminary plat application requires "copies of any agreements with adjacent property owners relevant to the proposed subdivision" (HCC 10-39-7(C)(10)). which to my knowledge have not been provided. It is my opinion that the application is incomplete, and is not ready for consideration by the Council.

   It is my recommendation that the preliminary plat be denied. A secondary recommendation is to phase the plat so that Lots 1-18 can be approved and built at this time as a Phase 1 and the area comprising Lots 19-20 be left for a time when the applicant or the City is able to deliver the necessary offsite right-of-way.

2. This agenda item is to retroactively approve a subdivision a portion of which has been constructed without formal City Council approval. This subdivision approval is being heard by the Council because it was filed prior to the new state law prohibiting City Council approval of plats.
   The property, called Peregrine Point West, was granted a zone change from M-1 (light industrial) to R1-6 (6000 sq ft lots) on February 18, 2021. Because the property is adjacent to an active gravel pit, a 300 foot strip adjacent to most of the gravel pit was

not rezoned to R1-6, but remained M-1. However, property on the south end of the property near 600 North and adjacent to a Washington County Water Conservancy District hydro plant was rezoned to R1-6. The City Council minutes indicate that a concern was raised about this southern property near the hydro plant being zoned residential, that the applicant made a statement that disclosures would be made to buyers and language would be recorded on the plat, and that the Council approved the zone change as proposed on a map in the Council's packet.
On April 1, 2021, the City Council approved a preliminary plat for Peregrine Point West. This approved plat did not include the property adjacent to the hydro plant.
In 2022, the developer applied for an amended preliminary plat that included six residential lots adjacent to the hydro plant. On January 13, 2022, the Planning Commission unanimously recommended approval of the amended preliminary plat, subject to staff and JUC comments and subject to the power transmission line easement and property boundary line being resolved. The application was heard and continued by the Council on January 20, 2022 and February 3, 2022. Apparently due to an oversight, neither the applicant nor the City placed the pending application back on a City Council agenda--until now. So, the City has not yet approved the amended plat.
Despite the lack of an approved amended plat, the applicant submitted amended construction drawings for the unapproved preliminary plat and those construction drawings were approved by the City. The subdivision infrastructure has now been constructed and the applicant is awaiting City approval to record the final plat, a copy of which is attached to the agenda packet to serve as the amended preliminary plat for this action. The lack of an approved amended plat surfaced during the City Attorney's review of the procedural requirements necessary to record a plat. -Dayton Hall

Staff makes the following findings for the Council's consideration and potential adoption:

- The proposed amended plat is consistent with the zone granted by the Council on February 18, 2021.
- The proposed amended plat is consistent with City standards, and the City's Joint Utility Committee has approved construction drawings that incorporate the proposed amended plat.
- Based on representations made by the applicant, and due to the proximity of the proposed residential properties to an active gravel pit and a WCWCD hydro plant, it is necessary in order to protect the health, safety, and welfare of City residents to place a note on the final plat notifying potential purchasers of the nearby activities

Staff recommends that the proposed amended plat be approved, provided that the plat provides notice of activities on nearby properties in a form approved by the City Attorney.

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. A list of all the suggestions that have been received was emailed to the Council last week for them to review. They are also part of the packet.

New Business

1. Sand Hollow Resort is requesting local consent for multiple events to be held in the rock bowl. Sand Hollow Resort has held many events in this same capacity and there have been no issues. A background check has been completed for the person overseeing the event and there are no concerns. Staff recommends approving local consent for multiple events at Sand Hollow Resort. -Cindy Beteag

2. The County Commissioner's assistant reached out to Mayor Billings and Kaden DeMIlle requesting a meeting with Commissioner Adam Snow and their attorney, Eric Clark, and the Council to discuss the northern corridor and other transportation items within the County.

3. The City Council is acting as the appeal authority for this agenda item. River Valley Development, LLC, the original developer of the 200 acre Cordero development, has requested that the City reimburse River Valley Development for certain offsite improvements it has installed to serve the development. City staff have reviewed the request and determined that no reimbursement is warranted because the improvements will not create excess capacity beyond the proportionate share necessary to serve the development. City staff have determined that the subject improvements are simply what is necessary for the development to meet minimum State and City standards--and are therefore not appropriate for reimbursement.
   Following the procedure outlined in the City Code, the City Engineer issued a four-page Administrative Decision denying the request for reimbursement and setting forth the grounds for the denial. The Council should carefully review the Administrative Decision, which is the first document in the Council's packet for this agenda item. As permitted by the City Code, River Valley Development, LLC has appealed the Administrative Decision to the City Council, which is the final appeal authority for this matter. The Council should carefully review River Valley Development's appeal letter, which starts on the 35th page in the Council's packet for this agenda item. -Dayton Hall

   The City staff have made the following findings, as stated in the Administrative Decision:
   - Each category of improvements constructed by Developer is what is necessary to serve the proposed 200-acre, 700 unit development at adopted levels of service.
   - The construction of each category of improvements constructed by Developer does not create additional or excess beyond the Developer's proportionate share necessary to serve the proposed development.

City Attorney Opinion:

- The improvements required by the City to serve the Cordero development do not violate Utah Code section 10-9a-508(1), which is the State Code governing exactions.
- The improvements required by the City to serve the Cordero development do not violate the United States Constitution or the Utah Constitution.

The City staff recommend that the Council uphold the Administrative Decision denying River Valley Development, LLC's reimbursement request based on the findings and analysis contained in the Administrative Decision.

4. Washington County is requesting the City's support for an adjustment to a Conservation Easement in the Confluence Park area. The proposed adjustment would place the Conservation Easement on an additional 20.7 acres located below the lava cliffs and along the Virgin River. In exchange, the Conservation Easement would be removed from 1.46 acres of land above the lava cliffs, which would open the 1.46 acres up to potential development. The 1.46 acres proposed to be removed from the Conservation Easement is located south of the trail head/overlook on the far north end of Main Street and extends along the far north end of 100 West. The development of the 1.46 acres would provide for a connection between Main Street and 100 West.
   The first document in the Council's packet for this item is a map showing Trade Parcels 1, 2, and 3. Trade Parcel 1 is proposed to be removed from the Conservation Easement. Trade Parcels 2 and 3 are proposed to be added to the Conservation Easement. The second document in the packet is the proposed resolution. The last two documents in the Council's packet are the land exchange and easement swap agreements that would implement the easement adjustment. The City is not a party to the agreements, but the parties are seeking the City's support.
   The proposal has been reviewed by the Mayor, City Attorney, City Manager, and City Engineer, and there is general support for the proposed resolution. -Dayton Hall

5. We have 334k saved. The cost of replacement with post tension concrete is a minimum of 550k for the community center 6 courts and 200k for Sky Ridge 2 courts. Plus if we replace the concrete we need to take out all the trees that are close to the current Pickleball courts because the roots are pushing up the concrete. Also, the downtime will be about 4-6 months to build them after we have the money.
   Or option 2 would be to approve resurfacing both the 6 court at the community center and the 2 court at Sky Ridge with sport court for around 125k for both surfaces. The time line would be 2-3 weeks to be installed from time of ordering the floor. -Mayor Billings

In November 2023 I did some research and got estimates on Sports Court surfacing for the pickleball courts.
Here is a list of cities that were contacted and their thoughts/comments on the Sport Court surfacing product.

St. George:

Researched the product and decided against using it on any of their courts due to the playability of the product.
Santa Clara:
They have it installed over asphalt on two old tennis courts. He said the product tends to "shift" If there any variations in the surfacing below it. He also stated that the product is great for a family to go "knock the ball around" but that the more serious players do not like the way the ball plays and will not use them.
Richfield:
They are currently in the process of building courts using this product but were unable to speak on the product themselves.
Mona:
Working on getting funding for building courts but suggested against the product based on personal experience playing on it. Stated that anyone that takes pickleball seriously "will hate it".
Local Pickleball players:
Some of the local avid pickleball players were asked to test out the Sport Court surfacing that has been installed at Elim Valley. They played on the surfacing and reported back that the tiles shift when played on and that the bounce of the ball was not correct. They stated that the players will hate this if it is installed and that there is the possibility that no one will even want to play on it because of the issues that they encountered. They strongly recommended not using it for our courts.

Most of this information was based off avid pickleball players and their opinion. This product may work for the occasional family players, but the avid players are against it.
Estimated costs from Sport Court of Southern Utah to install Sport Court on the two sites that need repair.

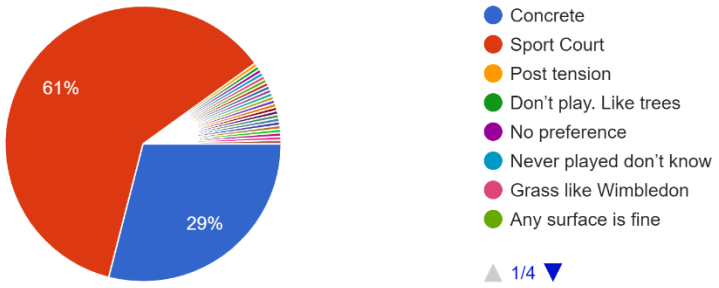
Community Center courts	$91,300.00
Sky Ridge Park	$25,540.00

I feel that the Sport Court is the best solution if we are only going to repair them instead of completely redo them with post tension concrete. The only concern I have with this is the playability of the surface and how the players will like it. This surface may, however, be better than playing with the cracks that are currently there. -Darren Barney

I sent a survey out to our players and the community about the court surface. I will attach the Google sheet with all the responses.
https://docs.google.com/spreadsheets/d/1es7geB08aTbuBdSvgTL8U2dOmXwhtApJgnKNct1xeYA/edit?usp=sharing (also available in the packet)

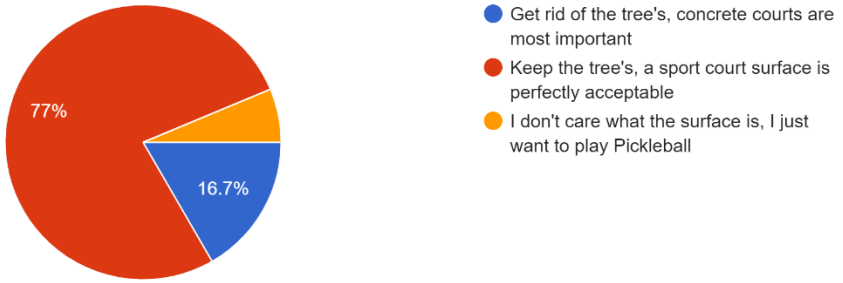
I sent it out to my pickleball league first and the court preference was overwhelmingly concrete and many opposing opinions for the idea of a sports court. Then I posted it on Facebook and non-pickleball players weighed in and the removal of the trees became the hot button issue. I had failed to limit the amount of responses they could enter for the first little while of the release of the survey so we did get some obnoxious responses from people submitting multiple times. -Tiffani Wright
Forms response chart. Question title: What is your preferred playing surface? See the above links for additional information about each surface. Number of responses: 231 responses. Forms response chart. Question title: If we pour new concrete courts, it may require us to remove the trees closest to the court. Does this affect your desired playing surface?. Number of responses: 222 responses. Forms response chart. Question title: On average, how often do you play Pickleball?. Number of responses: 231 responses.

What is your preferred playing surface? See the above links for additional information about each surface
231 responses



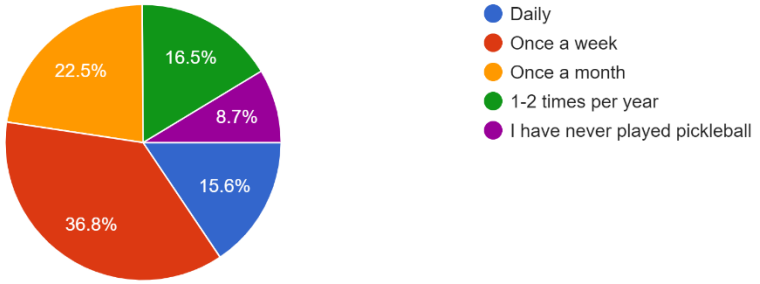
If we pour new concrete courts, it may require us to remove the trees closest to the court. Does this affect your desired playing surface?

222 responses



On average, how often do you play Pickleball?

231 responses



6. We are proposing a $2 raise in ticket prices for all tickets. We feel our product is better than many of the surrounding areas and we are at a much lower price point than everyone. St. George Musical Theater is $28 for all tickets. (No child, senior pricing) Stage Doors least expensive ticket is $17.Which is only one dollar cheaper than our most expensive ticket. Tuchan's pricing is set up by location of seating and ranges from $30 - $132. We feel we are worth the $2 increase :)
   We are good with the proposal to do a resident/nonresident rate and keep ticket prices as they are for theater patrons with an 84737 zip code. It does make it a little tricky on the back end of collecting the fees and the setup of the tickets, but we can make it work. - Tiffani Wright

7. Review of the introduction, preface, and chapter 1 of the new employee policy manual. Chapter 1 includes the purpose of the policy manual, standards of conduct for employees and elected officials, the City's stand on equal employment opportunity, a new policy covering diversity, equity, and inclusion. And finally, a revamped ethical behavior/employee code of ethics policy which was implemented by the state. - Sel Lovell

Minutes of the Hurricane City Council meeting held on March 7, 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, and Drew Ellerman. Joseph Prete excused.

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

AGENDA

4:00 p.m. Work Meeting

1. Discussion on prioritizing roadways for the next five projects.

Mayor Billings explained that the purpose of this work meeting is to prioritize the next five roadway projects. She noted that the intent of the meeting was not to determine a specific time for completion. Arthur LeBaron presented a spreadsheet showing the list of roadway projects and estimated costs for each project. The spreadsheet calculates the cost compared to the funding in the current budget to determine feasibility. Mr. LeBaron reviewed surveys completed by citizens, showing what projects the community considers a priority. He noted that the survey does not accurately reflect all the citizens in Hurricane City. According to the survey results, 650 South, 920 West, the intersection at 700 West and 400 South, a connection on 1150 West to access 900 South and 400 South, 100 North, and 100 East from 400 South up to 300 North were the top priority. Councilman Ellerman suggested installing traffic monitors to calculate the traffic on each roadway. Councilman Fawcett feels that focusing on the current roadways should be prioritized before building new ones. Mr. LeBaron reported that traffic counts and modeling were incorporated into the previous Transportation Master Plan. He noted that rehabilitation of the current roadways is included in the project list. Mayor Billings and the City Council agree that 100 North is an active project because the engineering is complete. Mr. LeBaron has prepared a cost to cure estimate for the 1100 West project. The issue is that many citizens were unwilling to provide a right of way. The estimate includes removing or replacing fences, relocating water infrastructure, widening the west side of the road, and creating a shoulder with a road base. The estimated cost for these improvements is $400,000.

Kelby Iverson explained the property owners were unwilling to sell the property required for the easement unless improvements were completed to ensure the roadway's safety. He feels that this meets those obligations. Councilman Thomas is in favor of prioritizing 1100 West if the property owners fully agree. The City Council determined that 1100 West is the first priority.

Councilman Thomas feels 100 East should be completed in the next three years. Councilman Fawcett feels it is essential to reduce costs. He expressed concern about the cross-section requirement where landscape strips are included on new roadways.

Councilman Hirschi feels that 100 South from Main Street to 300 West should be the next priority due to its high usage. The City Council agreed that it is the second priority.

Councilman Ellerman feels the intersection of 400 South and 700 West where the roundabout is planned needs to be addressed. Mayor Billings asked if the roadway could be widened for large vehicles. The City Council agreed that the roundabout is the third priority.

Mayor Billings asked if 400 West is on the presented list. Mr. LeBaron explained he separated 400 West and 920 West into sections. He does not think they should focus on 400 West until development increases.

Councilman Fawcett feels 650 South deserves attention. Mr. LeBaron stated 400 West, 650 South, and 920 West were part of the Hurricane Fields Survey and were designed as farm roads. As development progressed, property was acquired to convert those roads into urban roads. However, property owners have not been required to develop infrastructure as homes are built. Mayor Billings confirmed that the City Council wants to add 400 West and 650 South to the list.

Mike Vercimack reported that a developer is pioneering development on 920 West from 1500 South to 2060 South. He feels that 920 West from 400 South to 1500 South should be added to the list, and the City Council agreed.

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

Tiffani Wright stated State Bank is sponsoring one floor in the new gym. The gym is scheduled for completion on April 18th. Spring sports are in progress, and the summer schedule will start soon. Mrs. Wright asked the City Council to schedule a work meeting to prepare a fee schedule for the new gym. The City Council scheduled the work meeting on March 21st at 4:00 p.m.

Darren Barney mentioned the Parks Department staff attended the Cemetery and Parks conference in St. George this week. In preparation for spring, the department is fertilizing, aerating, and spraying weeds.

Councilman Hirschi reported that the school is asking for the bleachers from the old rodeo grounds. Kaden DeMille would like to use them at the skate park, and Mrs. Wright would like to keep them for City use.

Chief Excell stated Anthony Gonzalez will graduate from the Police Academy tomorrow. A conditional offer has been issued for a full-time Records Clerk. However, two officers are resigning. The department has started reprogramming the radios to the system. They are preparing for Matt's Off-Road Recovery event, which will be held next week.

Scott Hughes commented that the Power Department is setting up the flags for the Easter Car Show and making progress on the Substation. Utah Associated Municipal Power Systems (UAMPS) will meet with the City Council on April 4th. He encouraged the City Council to attend the UAMPS Toolkit meeting on April 17th.

Ken Richins explained the pressurized irrigation project will be finished in late April. Interviews are underway for the open position.

Sel Lovell explained that a committee needs to be formed before the City can submit the Healthy Utah application letter. He asked if any Council Members would like to serve on the committee. Mayor Billings suggested Councilman Prete so the Youth City Council could be involved.

Mayor Billings noted the winners of the employee step a thon.

Paige Chapman asked the City Council and Department Heads to prepare for the budget meeting. The City Council set the meeting for March 25th at 3:00 p.m. A second meeting will be held on March 28th to address any concerns if needed. Mrs. Chapman encouraged the City Council to attend the Utah League of Cities and Towns Spring Conference in April.

Mike Vercimack mentioned that TDS, Infowest, and Dominion Gas are installing infrastructure throughout the City.

Weston Walker reported that the Street Department has cleaned up the tumbleweeds at the utility facilities. The pre-construction meeting with the slurry company is next week. There is one open position in the department.

Arthur LeBaron stated the Engineering Department is extensively working on roadway issues. He attended the first team meeting for the Northern Corridor Supplemental Environmental Impact Statement. He noted that the Springdale Line Transit buses have been received, and there will be bus service in Hurricane this summer.

Gary Cupp reported that the ten business license applications were submitted this week, and the agenda for next week's Planning Commission meeting is full. Mr. Cupp continued the General Plan Training from the previous City Council meeting. He explained that the General Plan is the City's blueprint for development. The plan includes land use, housing and economics, open space and trails, natural resources, water, and cultural and heritage elements. The land use element shows that seventy percent of Hurricane City is undeveloped. Of the remaining thirty percent of developed land, forty-three percent is agricultural residential, and thirty-five percent is single-family; the remaining percent comprises multifamily, agriculture, commercial, industrial, open space, and public uses. The land use goal is to efficiently manage growth with policies and strategies.

DRAFT

Fred Resch III mentioned the cleanup at Dixie Springs Park is on March 23rd. The annual SR-9 cleanup is on April 26th at 8:00 a.m. The Cemetery cleanup is on May 14th at 6:00 p.m. Dumpster Days are May 20th—22nd and October 22nd—23rd.

Mayor Billings encouraged Department Heads to attend the State of Hurricane Address on April 29th.

6:00 p.m. - **Call to Order** –

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

Prayer, Thought, and Pledge led by Christine

Declaration of any conflicts of interest

None declared.

Approval of Minutes for regular City Council meeting February 1, 2024

Drew Ellerman motioned to approve the Minutes for the regular City Council meeting on February 1, 2024. Seconded by David Hirschi. Motion carried unanimously.

Mayor Billings recognized the Parks and Streets Departments for cleaning up the City.

Introduction of 2024 Hurricane City Royalty and presentation of scholarships received.

The 2023 and 2024 Hurricane City Royalty introduced themselves. Mayor Billings presented the awards and scholarships and thanked them for their service to the community.

Public Forum – Comments From Public

Dan Zaleski thanked the City Council for prioritizing 100 North and asked the City to communicate with the residents regarding community projects and zone changes. Mr. Zaleski stated that the community asked for diagonal parking as opposed to landscape strips on 100 North. There are many businesses in his neighborhood, and he does not know how the parking will work.

Andrea Kaz met with rescue partners, and they feel a work meeting with the City Council is a productive way to continue the discussion on preventing retail sales of puppies and kittens. Councilman Thomas asked if the City forbids other types of businesses. Cindy Beteag reported that there are restrictions for specific business types but no business bans. Ms. Kaz reported that other cities have passed similar ordinances. Mayor Billings does not think this is the role of the government. Councilman Fawcett agrees with Mayor Billings. Ms. Kaz noted that the City Council has stated that it intends to protect citizens. These businesses undermine that protection. Councilman Fawcett supports regulating unethical business practices. Councilman

Ellerman agrees with Ms. Kaz's concerns. However, he does not think this is the role of government. Mayor Billings directed Ms. Kaz to prepare a document to bring before the City Council at the next meeting.

Stephen Lemmon reported that his website is active. He advised Mayor Billings that the Federal Aviation Association (FAA) is seeking repayment for the airport lighting grant money. Mr. Lemmon reminded the City Council that he advised the Council several times that the FAA would seek repayment of the grant funds. He obtained an audio recording in which Jason Campbell said he would pay back the funds if necessary. Mr. Lemmon stated the transcript and audio recordings of the meetings he has referenced are available on his website. Mayor Billings explained the City is required to respond to all GRAMA requests. The funds from the FAA were Covid grant money and will not be paid back.

NEW BUSINESS

1. Discussion and possible approval of a **City partnership with D1 Prospects Softball league** - Shawna Weaver

Mayor Billings read the following summary:
D1 prospects is asking for us to waive or reduce our fee on our softball fields for them to hold 2 tournaments in the Spring (1 in April 1 in May) as well as for an 8 week accelerated softball league held during June and July.
We typically don't rent the fields during our baseball/softball season as it kicks our recreation teams off of the fields during the only time, they are able to practice. But I told Matt Hirschi we could try 2 tournaments this Spring and see what kind of an impact we will have on our local participants. We did not talk about waiving the field fee for these 2 tournaments. I was under the impression that they were still paying a regular fee of $150 per day per field.
I have asked for field rental fees from St. George, Washington, and Santa Clara. Both St. George and Washington charge $500 per field per day. Santa Clara has a field rental fee of $350 for a full day and $250 for a half day.
I feel our fee of $150 per day per field is very reasonable. Darren went back over his numbers and feels like our fee is barely covering the cost of employee time spent, materials, light use, and maintenance from the wear and tear on the field.
I am very much for them coming and utilizing our fields. I am sure Shawna with D1 will do a great job and be great to work with, but I don't think it should be at the City's expense that these tournaments and leagues come in and use the space. -Tiffani Wright
End of summary.

Shawna Weaver is the President of D1 Prospects, a 501C3 group whose mission is to promote female athletics in communities. Ms. Weaver agreed that $150 is a reasonable rate for tournaments but they only need the field for a few hours to practice and can’t afford to pay amount twice a week. D1 Prospects worked to bring softball into the Utah Summer Games and

is the top youth umpire program in the State. However, D1 Prospects cannot support the league's cost without a partnership with Hurricane City.

Councilman Hirschi commented that tournament weekends boost revenue for businesses within the City. He asked why D1 Prospects has not petitioned businesses to help cover the cost. Ms. Weaver agrees that businesses could contribute to the tournament. However, she does not have the time to petition support from each business in Hurricane City. Mayor Billings feels this program benefits the youth and community as a whole. Councilman Fawcett struggles paying for employee's time when they are not getting anything in return. Ms. Weaver explained that the group will continue to host the tournaments in Hurricane City. However, without support from Hurricane City, the league will be moved to a different city. Councilman Hirschi supports taking a leap of faith to help the youth in the community.

David Hirschi motioned to approve supporting a City partnership with the D1 Prospects Softball League by reducing the league rental fee from $11,000 to $2,100. Seconded by Drew Ellerman. Nanette Billings, David Hirschi, and Drew Ellerman – aye. Kevin Thomas and Clark Fawcett – nay. Motion carried.

2. Consideration and possible approval of a new **Private Hangar Lease Agreement for hangar pad 12S 1E** for Brent Huddleston. - Dave Houston/Brent Huddleston.

Mayor Billings read the following summary:
Brent Huddleston is purchasing the hangar improvements at hangar pad 12S 1E from Jason Campbell. The existing lease is reaching the end of its term. Mr. Huddleston is requesting a new Private Hangar Lease Agreement for the hangar pad. The proposed agreement conforms to the template previously approved by the City Council.

Applicable City Ordinances:
The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would, or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a final decision.

Recommendation:
The Airport Board discussed this item on February 20, 2024, and unanimously recommended approval. At the time the Board discussed the new lease, the proposal was in the name of Jason Campbell. The name on the lease has now been updated to Brent Huddleston at the request of the parties.
Attachments in the Packet:

- Proposed Private Hangar Lease Agreement. Legal Review:

The City Attorney approves the form of the proposed lease.
-This summary was drafted by Dayton Hall, City Attorney.
End of summary.

Kevin Thomas motioned to approve Private Hangar Lease Agreement for hangar pad 12S 1E. Seconded by David Hirschi. Clark Fawcett, Drew Ellerman Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

3. Consideration and possible approval of a **new hangar pad located at 2N 2E at the City Airport, together with a new Private Hangar Lease Agreement** for Sunnie, LLC. - Dave Houston/Scott Stratton

Mayor Billings read the following summary:
Scott Stratton is requesting that a new hangar pad be created at the City Airport and that he be given a new Private Hangar Lease Agreement authorizing him to develop the pad and construct a hangar. The location of the proposed hangar pad is consistent with the Airport Layout Plan. Mr. Stratton's proposed lease agreement deviates from the lease template previously approved by the City Council in one way. The approved template requires that construction drawings for the hangar be submitted within eight months and that the hangar be completed within two years, but Mr. Stratton is requesting that the construction timeline in the lease be extended. Mr. Stratton is requesting that his deadline to submit construction plans be four years, with construction being completed within eight months of the building permit being issued.
Applicable City Ordinances:

The Airport Board "shall function in an advisory capacity to the City Council on all issues regarding the operation" of the airport. HCC 2-1-1(A). The Airport Board "shall operate solely as an advisory board to the City Council and shall have no power or authority to take any action or make any decision which would, or which may have the effect of creating a liability for the City." HCC 2-1-1(B). "It shall be the duty of the Board to review and recommend approval or disapproval of any agreement for the lease of property at the airport and the proposed use of each parcel of leased land." HCC 2-1-1. After a recommendation from the Airport Board, the proposal is forwarded to the Council for a final decision.

Recommendation:
The Airport Board discussed this item on February 20, 2024, and unanimously recommended approval. The Airport Board specifically recommended that the construction timeline in the lease template be modified and extended as requested by Mr. Stratton.

Attachments in the Packet:
- Airport Layout Plan
- Proposed Private Hangar Lease Agreement Legal Review:

The City Attorney approves the form of the proposed lease.
-This summary was drafted by Dayton Hall, City Attorney.
End of summary.

Dave Houston reported that the existing hangar lease template allows two years to submit construction plans and one year to build the hangar. The applicant has requested an extension due to the increased wait time for materials. Mr. Houston recommends updating the lease to update the terms to allow four years to submit construction plans and one year to build the hangar. Mayor Billings noted that this agenda item pertains to Mr. Stratton's lease. The Airport Board can recommend updating the lease template moving forward. Councilman Fawcett asked if a provision is in place to prevent transferring lease ownership. Dayton Hall stated the lease template can be amended in the future.

Kevin Thomas motioned to approve a new hangar pad located at 2N 2E at the City Airport together, with a new Private Hangar Lease Agreement for Sunnie, LLC., with an amendment that it cannot be reassigned until the hangar is constructed. Seconded by Clark Fawcett. Drew Ellerman David Hirschi, Kevin Thomas, and Clark Fawcett – aye. Motion carried unanimously.

4. Consideration and possible approval of an **FAA grant application for AWOS** at the City Airport. -Mike Vercimak/Dave Houston

Mayor Billings read the following summary:
This agenda item is to consider authorizing the City to apply for federal assistance to fund the engineering and installation of an Automated Weather Observing System (AWOS) at the City Airport. The AWOS has been on the Airport's Capital Improvement Plan for some time. The facility would be installed between the existing runway and 1100 West, with the monitoring system installed in the City's hangar. It is estimated that federal funding would contribute $346,206, state funding would contribute
$17,897, and City funding would contribute $17,897, for a total estimated cost of
$382,000. The Airport Board has recommended that the City Council proceed with the AWOS funding and installation.

The complete 68-page grant application is included in the packet.
The grant application requires certain assurances from the City, including the following: The City has sufficient funds available for the portion of the project not paid by the United States.
The City will operate the AWOS in a safe and serviceable condition.
The City is capable of commencing work on the AWOS within six months after the grant is made.
If the Council chooses to proceed, the application requires a motion by the Council authorizing the filing of the grant application, including all understandings and assurances contained in the application, and directing Mayor Billings and Mike Vercimack to proceed with the application, including providing such additional material as may be required by the FAA. -Dayton Hall
End of summary.

Mayor Billings reviewed the Automated Weather Observing System (AWOS) grant application criteria. The estimated Federal funding is $346,206; the State will contribute $17,897, and the

City will contribute $17,897. Dave Houston estimates that the maintenance fee will be $3,000. He noted that the previous City Council approved that annual cost.

Clark Fawcett motioned to approve the FAA grant application for AWOS and commit $17,897. Seconded by Kevin Thomas. Roll call vote. David Hirschi, Drew Ellerman Clark Fawcett, and Kevin Thomas – aye. Motion carried unanimously.

5. Consideration and possible approval of **adjusting the lot line along lot 28 and hole 18 at Sky Mountain Golf Course** - Jeff Beteag

Mayor Billings read the following summary:
The property owner of lot 28 at Sky Mountain Golf Estates had their lot staked because they are getting ready to start a retaining wall and swimming pool. After the stakes were placed, they could see their lot encroached onto the golf course grass and there was a sprinkler head on their property that waters the golf course. They contacted me to walk the property and find a solution. After looking at the layout of the lot and the course, I thought the best remedy would be a boundary line (lot line) adjustment. Doing this would move the northwest pin five feet back towards the house but then move the northeast pin seven feet out further. This adjustment squares up the back of the lot and would help us avoid moving multiple sprinkler heads. It appears to be a pretty even trade of land, and it will make it better for both parties. The lot owner is willing to have their surveyor create a boundary line agreement that can be recorded to adjust the line.
- Jeff Beteag
End of summary.

Kevin Thomas motioned to approve adjusting the lot line along lot 28 and hole 18 at Sky Mountain Golf Course. Dayton Hall clarified that there is not a lot line agreement in place. He suggests authorizing the execution of the agreement with the survey as presented. Seconded by David Hirschi. Clark Fawcett, Drew Ellerman, Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

6. Consideration and possible approval of **meeting times and the process of public engagement in planning the City Campus and Civic Center**

Summary:
FFKR + Desert Edge Architecture has collaborated with Hurricane City to provide a comprehensive study of existing conditions for select city buildings and departments for the City and plan for future use of land owned by the City. The design team has conducted an assessment of existing conditions of Hurricane City Administration, Public Services (Planning, Engineering, Public Works), Police, and Courts. They are working to organize the data and document information for current and future needs that respond to the growth of the population and the government resources needed to support the public.

DRAFT

In addition, the team is studying existing cities within Utah, how they have expanded, and the actions and response to growth. Due to the large size of the land that is under City Ownership, there may be an opportunity to develop a stronger 'City Center' to celebrate the historic qualities of the town, the unique and beautiful landscape and provide an active zone for daily activities for city residents and local business. Research shows that strong city centers result in thriving communities.

To realize this vision, it will be important to analyze public + private partnerships and other capital opportunities to minimize the tax burden to develop the property. The design team is working with Zions Securities and NAI real estate to help inform the City of the appropriate types of development that can be sustained on the site and will help energize and activate this new City Center. - Jessica Hoffman
End of summary.

Mayor Billings introduced Susi Becker, Wes Davis, Scott Gilbert, and Jessica Hoffman. Scott Gilbert reported that Desert Edge has teamed up with Jessica Hoffman and Dave Giles to design the campus. He explained the City currently needs a larger City Hall, Police Station, Courts, and additional open space. Ms. Hoffman has been meeting with staff to go over the pros and cons of their current working situations. She reported that the common remarks mentioned in the employee survey are a desire for adequate restrooms, break areas, proximity to other departments, and secure parking at the Police Station. A visioning session and community involvement is the next step in the process.

Wes Davis stated finding a way to support businesses in the community is essential. At this time there is a lack of available commercial spaces, and the vacancy for retail is even lower. It is important to be forward-thinking and aware that this will be a 50-60 year build-out. Mr. Davis reviewed the statistics gathered to create the vision for the "City Center". Susi Becker reviewed the funding analysis tool which will project revenue stream and potential funding options.

Mr. Giles reported that a full report including the information gathered will be provided. They plan to create an online platform for citizen outreach. The deadline for community engagement is April 12th and the deadline for the final document is May 10th. Mayor Billings asked the City Council to identify their objectives to add to the survey questions. She confirmed that a survey will be sent to the City Council to gather feedback and questions.

7. Consideration and possible approval of Ordinance 2024-04 **adopting Ash Creek Special Service District's monthly sewer service fee.** - Dayton Hall

Mayor Billings read the following summary:
The three cities that make up the Ash Creek Special Service District (Hurricane, LaVerkin, Toquerville) have previously agreed to collect Ash Creek's monthly sewer fees. Hurricane City is currently collecting the fees as agreed. This ordinance formalizes the City's authority to collect the fee. Staff recommend approval. -Dayton Hall
End of summary.

Kevin Thomas motioned to approve Ordinance 2024-04. Seconded by Clark Fawcett. David Hirschi, Drew Ellerman Kevin Thomas, and Clark Fawcett – aye. Motion carried unanimously.

8. Consideration and possible approval of Ordinance 2024-05 **approving and adopting Ash Creek Special Service District's Development Procedures Design Standards and Construction Specifications.** -Dayton Hall

Mayor Billings read the following summary:
Hurricane City, as a member of Ash Creek Special Service District, has previously adopted development standards for sewer installation within the City. Ash Creek has now adopted updated standards. The proposed ordinance adopts Ash Creek's updated standards. Ash Creek sits on the City's Joint Utility Committee and reviews development plans in conjunction with City staff. The City's adoption of Ash Creek's standards confirms that development in the City is required to comply with Ash Creek's standards. Ash Creek's standards, which are 172 pages long, are included in the packet. Staff recommend approval. -Dayton Hall
End of summary.

Clark Fawcett motioned to approve Ordinance 2024-05. Seconded by Kevin Thomas. Drew Ellerman David Hirschi, Clark Fawcett, and Kevin Thomas – aye. Motion carried unanimously.

9. Discussion and possible approval of a **Boot Stompin Square Dance fundraiser for the Veterans Park** - Patti Nation

Patti Nation with the Rotary Club explained the club is seeking permission and support from the City to host the fundraiser at a city facility. She suggested using the new gym space or the common space at the High School. Tiffani Wright will reach out to the school to request the common space.

10. Consideration and possible approval of the **contract for the City Prosecutor.** - Kaden DeMille

Summary:
As directed by the Council in last year's budget meetings, Hurricane City posted a Request for Proposals for the City Prosecutor on January 5, 2024, with a submission deadline of January 22, 2024. Only one proposal was received, which was from Cowdell Law. With only one proposal, the submission deadline was extended to February 9, 2024. After the deadline extension, Cowdell Law remained the only applicant. Due to some personnel matters that required an interim prosecutor for the City Court to continue to function, Cowdell Law agreed to a 90-day temporary contract that started on February 1, 2024. Cowdell Law provides prosecuting services in several other Utah Justice Courts, and the references from those jurisdictions have been very positive. Having an interim/temporary prosecutor has been problematic because of the Bureau of Criminal Investigation compliance requirements that govern access to the protected records necessary for prosecution, so staff recommend that the Council appoint a

permanent prosecutor. The proposal by Cowdell Law is to provide full-service prosecuting services, including all support staff, for a flat fee of $8,500 per month. The contract is for two years, but the City may terminate the contract at any time with proper notice. Staff recommend that the Council approve and accept the proposal by Cowdell Law. -Dayton Hall
End of summary.

Kevin Thomas motioned to approve acceptance of the proposal presented by Cowdell Law. Seconded by David Hirschi. Roll call vote. Drew Ellerman Clark Fawcett, Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

11. Discussion about our City **Vision, Mission Statement, and Motto.**

Mayor Billings read the following summary:
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
End of summary.
Mayor Billings attended the Washington State of the City address. During the address, she felt it was essential to establish Hurricane City's vision and mission. This country is founded on faith, family, and freedom, and she believes the City and City Council must continue with that vision.

Councilman Thomas likes the vision, mission, and motto presented. Councilman Hirschi also likes the motto. Councilman Fawcett asked about the purpose of the motto. Kaden DeMille read the definition of "motto." A motto is a brief statement that summarizes the purpose or beliefs of a person or group. Councilman Thomas would like to add the wording in God we Trust to the motto.

12. Mayor, Council, and Staff reports

Kaden DeMille mentioned the two-court gym will be completed by April 18th, and the drawings for the four-court gym are nearly complete.

David Hirschi reported that the golf course's new cash register can create a detailed financial report. They are also installing AstroTurf on the driving range.

DRAFT

Councilman Fawcett attended the Fire District meeting this week. He mentioned the Sales Tax proposal did not pass. The District will meet with the County Commissioners to determine how to proceed.

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

David Hirschi motioned to go into a closed meeting for litigation, a business decision of a project entity, and a proposed development agreement. Seconded by Drew Ellerman. Motion carried unanimously.

Adjournment: 9:53 p.m.

DRAFT

Minutes of the Hurricane City Council special meeting held on May 25, 2024, at the Power Department 526 W 600 North, Hurricane, Utah at 3 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 Accountant Paige Chapman

AGENDA

3:00 p.m. Discussion regarding the 2024-2025 budget

The City Council met with various Department Heads to discuss the upcoming budget requests.

Adjournment: 12:00 p.m.

DRAFT

Minutes of the Hurricane City Council meeting held on March 21, 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 Vercimak, City Planner Gary Cupp, Street Superintendent Weston Walker, Water Superintendent Ken Richins, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, Human Resource Director Sel Lovell, and City Recorder Cindy Beteag

AGENDA

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

A ribbon cutting ceremony was held at the intersection of 700 W. and 100 N. to celebrate the opening on 700 W from 100 N to 600 N. Council then returned to the City Office Building.

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

Swearing in of Officer Anthony Gonzalaz

Chief Lynn Excell reported that Officer Anthony Gonzalez graduated from the Police Academy on March 8, 2024, and is currently in field training.

Cindy Beateag swore in Officer Anthony Gonzalez.

Dorela Nuellari is continuing to work on social media posts and grants. Facebook followers have increased to 3,600, and Instagram followers have increased to 108.

Ken Richins reported that the Goulds Wash Well project will begin tomorrow, and the department has hired a new employee.

Scott Hughes mentioned the Utah Association of Municipal Power Systems (UAMPS) will meet with the City Council on April 4th to discuss upcoming projects. He invited the Council to register for the UAMPS toolkit workshop on April 17th. The Power Department is setting up power pedestals for the Car Show this weekend.

Chief Excell commented there is one more candidate in the Police Academy. Animal Control Officer Jennifer Jarvis is graduating from the LEO portion of her schooling and will soon become a certified officer. The department continues to work on the P25 radio renewal project. Matt's Off-Road Recovery turned out to be a great community event. Mr. Exell stated the department does not have a K9 Officer to replace Riko.

Larry Palmer stated that permits for twenty-three new homes and seventeen industrial buildings have been received. Jellystone plans to open this Memorial Weekend, and Ace Hardware plans to install shelving in the new building in September.

Tiffani Wright explained the sidewalk had been poured and rock installed on the exterior of the new gym building. The trail on 600 North cut off the south entrance at the ballparks, so the new entrance will now be closer to the power department.

Mike Vercimak mentioned the Public Works and Engineering Department have made headway on 1100 West property acquisitions. He received a letter from the State of Utah congratulating the City for becoming an MS4 Community.

Weston Walker stated the Street Department has installed the driver feedback signs, which a community member donated. They are receiving several tumbleweed complaints and tailwater runoff calls. Slurry sealing will start on May 16th, and the chip seal schedule will be presented next week. Residents have been notified that the road on 1380 West will be chip-sealed. An employee was promoted to Supervisor, with one open position remaining. Councilman Fawcett requested a list of the roads scheduled for slurry and chip seal.

Arthur LeBaron thanked the Street Department for setting up the rectangular rapid flashing beacon on the new section of 700 West. A traffic study will be conducted once the traffic has normalized. The City is working with the State Parks at Sand Hollow to obtain funding to complete the 3200 West interchange. Councilman Fawcett received a request from a community member asking for handicapped parking in front of the History Center. Mr. LeBaron explained an accessible route from the parking stall must be created to the building. Due to the slope, the roadway may need to be reconstructed. He noted that each entity requiring handicapped parking should provide it for themselves.

Gary Cupp reported that the Planning Department is steadily busy. Code Enforcement is receiving complaints regarding tumbleweeds from undeveloped properties. Councilman Fawcett mentioned there is a tumbleweed problem at the airport.

Gary Cupp continued the General Plan training from the previous meeting. He stated Chapter 3, " Our Heritage and Culture," aims to preserve and protect the farming and agricultural heritage. The second goal is maintaining Hurricane City's sense of place and quality of life. The third goal is to protect and vitalize Hurricane City's downtown area.

Kaden DeMille mentioned the budget meeting will be held on Monday at 3:00 p.m. in the Power Department building.

6:00 p.m. - **Call to Order** –

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

Prayer, Thought, and Pledge led by Arthur LeBaron

Declaration of any conflicts of interest

Councilman Prete declared a conflict of interest on New Business #9. He will abstain from voting.

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

Kevin Thomas motioned to approve the Minutes of the Regular City Council Meeting for February 15, 2024. Seconded by Drew Ellerman. Motion carried unanimously.

Retirement presentation for K9 Riko

Mayor Billings reported that Officer DeMille and K9 Officer Riko are retiring tomorrow. She expressed gratitude for their service on behalf of the community.

Public Forum – Comments From Public

Tonya Wilkins lives in Pecan Valley. Her home has been directly affected by the swamp that has been there for several years. She recognized that the devloper now building on the lot so it will eliminate the water. However, she expressed concern that her complaints were ignored for three years. She asked the City Council to ensure that the project would be completed in a timely manner. Mayor Billings explained that if a property owner chooses to purchase a home in an undeveloped area, they have decided to accept the condition of the undeveloped property surrounding their home. She noted that the City can not force a property owner to develop their property. Arthur LeBaron stated the property owner had submitted a plan to decommission the detention basin and divert the water to the permanent retention basin.

William Sickert recently moved to Hurricane City. He emailed Mayor Billings a press release regarding motocross tracks. He offered to replace and retire any tattered flag in Hurricane City. He expressed his love for Hurricane City and felt this was a great way to give back to the community. He asked the Council to create an ordinance to prevent the sale of exotic animals.

OLD BUSINESS

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

Summary:

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.
End of summary.

Robin Smith thanked the City Council for considering this issue. She is advocating for elected leaders to be aware of the business practices of these commercial entities. These businesses prey on the public with their high prices and show blatant disregard for the health of poorly bred animals.
Andrea Kaz stated seven states have adopted ordinances similar to the ordinance presented.
Councilman Thomas agrees with Ms. Kaz and disagrees with predatory lending practices. However, restricting these businesses crosses the line of their constitutional rights. Mayor Billings reiterated that the legislator's position is to follow the Constitution. These businesses are not illegal. Councilman Thomas read a sentence from the letter provided. “The most important duty of elected officials at the National and City level is to protect citizens from harm." He feels their job is to protect the citizens from an overreaching government. Councilman Hirschi doesn’t want to take away free agency. He disagrees with the lending practices. However, it is not the role of the government to restrict citizens from their choice to purchase anything.

Dayton Hall reported that the City Council directed him to look into the legality of this ordinance. During his research, he found that some ordinances adopted in Utah were essentially prohibited because it was not a legitimate basis to regulate some businesses versus other businesses. If the City Council chooses to proceed with an ordinance to regulate this industry, it must do so carefully. Councilman Fawcett is not in

favor of regulating what businesses can sell. Ms. Kaz suggested a resolution or proclamation to raise awareness, support shelters, and promote adoptions from shelters and rescues.

Councilman Thomas directed Staff not to adopt an ordinance but rather work forward with a proclamation or resolution regarding the wisdom of selling and purchasing animals, emphasizing an encouragement to adopt pets from shelters and rescues.

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.

Summary:

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
End of summary.

Gary Cupp explained Staff recommends continuing this item to allow time to review the application. Colt Stratton reported that due to the road's elevation, most of the lots will be accessed via a culdesac. The other two lots will have a bulb out, and the road will be built to accommodate a fire turnaround. Dayton Hall noted that Staff must review the application before City Council approval.

Kevin Thomas motioned to continue 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. to the next City Council meeting. Seconded by Joseph Prete. Clark Fawcett, Drew Ellerman David Hirschi, Kevin Thomas, and Joseph Prete – aye. Motion carried unanimously.

DRAFT

3. Discussion about our City **Vision, Mission Statement, and Motto.**

Summary:

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.
End of summary.

Mayor Billings read each City Council member's and Staff recommendations and comments. She will send all the recommendations to the Councilmembers to narrow down their favorites.

NEW BUSINESS

1. Consideration and possible approval of **awarding the contract for the Pavement Maintenance project** at the airport - Mike Vercimak

Summary:

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
End of summary.

Mike Vercimak stated two bids were received. However, one bid did not meet the requirements. After review by the consultant, the Staff recommends awarding the bid to Straight Stripe.

Clark Fawcett motioned to approve awarding the contract for the Pavement Maintenance project to Straight Stripe Painting in the amount of $143,035. Seconded by Joseph Prete. Roll call vote. Kevin Thomas, David Hirschi, Drew Ellerman Clark Fawcett, and Joseph Prete – aye. Motion carried unanimously.

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

No comments.

3. Consideration and possible approval of **Resolution 2024-13 approving & adopting amendments to the 2023-2024 budget**

Summary:

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.
End of summary.

Clark Fawcett motioned to approve Resolution 2024-13. Seconded by Kevin Thomas. Roll call vote. Joseph Prete, David Hirschi, Drew Ellerman Clark Fawcett, and Kevin Thomas – aye. Motion carried unanimously.

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

Mayor Billings read the following summary:

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.
End of summary.

Kevin Thomas motioned to approve Resolution 2024-15. Seconded by Jospe Prete. Roll call vote. Clark Fawcett, Drew Ellerman David Hirschi, Kevin Thomas, and Joseph Prete – aye. Motion carried unanimously.

5. Consideration and possible approval of **Resolution 2024-16 disposing of property along 1100 West adjacent to Hurricane Fields Estates** - Scott Stratton

Mayor Billings read the following summary:

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.
End of summary.

Kevin Thomas motioned to approve Resolution 2024-16. Seconded by Joseph Prete. Roll call vote. Clark Fawcett, David Hirschi, Drew Ellerman Kevin Thomas, and Joseph Prete – aye. Motion carried unanimously.

6. Consideration and possible approval of a **Proclamation regarding the discharge of fireworks**
Summary:

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
End of summary.

Dayton Hall read the proclamation included in the packet. Councilman Fawcett suggested allowing the discharge of fireworks at Grandpa's Pond. Mayor Billings explained that the ordinance can be updated to add additional locations in the future.

Joseph Prete motioned to approve a Proclamation regarding the discharge of fireworks. Seconded by David Hirschi. Clark Fawcett, Drew Ellerman Kevin Thomas, Joseph Prete, and David Hirschi – aye. Motion carried unanimously.

7. Consideration and possible approval of **transferring funds from the sale of abandoned property** - Chief Excell

Mayor Billings read the following summary:

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
End of summary.

Chief Excell explained that the department is converting to red dot sight weapons. Red dot sights increase firearm accuracy by more than forty percent.

David Hirschi motioned to approve transferring funds from the sale of abandoned property in the amount of $10,936.00 to the police department. Seconded by Clark Fawcett. Roll call vote. Joseph Prete, Drew Ellerman Kevin Thomas, David Hirschi, and Clark Fawcett – aye. Motion carried unanimously.

8. Consideration and possible approval of **selection of a consultant for the Hurricane City Storm Drain Masterplan Update** - Arthur LeBaron

Summary:

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.

DRAFT

End of summary.

Arthur LeBaron stated that JUB Engineers was the highest rank, and Staff recommends awarding the contract to JUB. Neil Frasier and Colton Smith introduced themselves. Mr. Frasier reported that JUB is celebrating its 70th year in business, and is opening an office in Southern Utah. The scope and fees will be brought back to the Council for review.

Kevin Thomas motioned to approve JUB Engineering as the consultant for the storm drain master plan. Seconded by Drew Ellerman. Joseph Prete, David Hirschi, Clark Fawcett, Kevin Thomas, and Drew Ellerman – aye. Motion carried unanimously.

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.

Mayor Billings read the following summary:

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
End of summary.

Karl Rasmussen explained the property will be used as a water treatment campus. Dayton Hall noted that this zone amendment request pertains to the southern property. Gary Cupp reported that parcel H-4-2-13-1406-GS3 needs to be removed from the motion.

Kevin Thomas motioned to approve the 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, with the exception that the parcel above is not changed. Seconded by Drew Ellerman. Clark Fawcett, David Hirschi, Kevin Thomas, and Drew Ellerman – aye. Joseph Prete – abstained. Motion carried.

10. Mayor, Council, and Staff reports

Councilman Hirschi reported that the turf strip at the driving range has been installed. Mayor Billings, Councilman Hirschi, and Kent Abegglen are brainstorming ways to increase the golf course's revenue.

Mayor Billings mentioned the Water Conservancy District sent a letter voicing concern regarding the approved development activity near the Quail Creek Hydro Plant. The hydro plant produces loud noises for extended durations; they are concerned about its negative impact on potential homeowners. They are adamantly opposed to development in this area. Dayton Hall explained Perry Homes was approved for a zone change to a single family in 2021. The approval was given with the condition that the north portion of the property was retained as light industrial to serve as a buffer for the residential homes. Council would like to research how the zone change was approved. They discussed having a "noise

DRAFT

notice" on future plats if the development is near something like this so residents are notified of the surrounding uses.

Mayor Billings reported that the Sheep Bridge Road improvements were approved. As of 2026, no oversized vehicles will be allowed through the Park. Zion National Park is in the public comment period for the roadway redesign for the Park's south entrance to the visitor center. She encourages everyone to complete the online survey. Mayor Billings mentioned Safe Streets 4 All is conducting a study to implement public safety awareness programs.

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

No closed meeting was held.

Adjournment: 8:52 p.m.

DRAFT

HURRICANE CITY
UTAH

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:
3/28/2024 Update by Arthur LeBaron
Updated drawings have been received as of 3/15/2024

The subdivision plans depict 18 lots on most of the sheets, and an additional 2 lots on one of the sheets. The 2 additional lots are not recommended to be entitled at this time because they are dependent on other property owners to provide rights-of-way for access and utility service extensions. The current drawings do not show how access and utilities will be provided to the 2 lots in question (Lots 19 & 20). The City requires that a preliminary plat include plans that show "parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision." (HCC 10-39-7(C)(3)). It has been reported to me that the applicant intends to create access to the 2 lots in question via 900 South and 1100 West. This is not shown on the plan, and requires the cooperation of other property owners. The preliminary plat application requires "copies of any agreements with adjacent property owners relevant to the proposed subdivision" (HCC 10-39-7(C)(10)). which to my knowledge have not been provided. It is my opinion that the application is incomplete, and is not ready for consideration by the Council.

Lots 19 & 20 are shown to be accessed from future 1150 West street, which requires the cooperation of neighboring property owners, some of whom are known by the City to be adverse to the project. The City has had many discussions about the planned alignment for 1150 West and has settled on the alignment for a number of reasons that balance the needs of all affected property owners and the transportation and utility needs of the City. Until the applicant, or the City undertakes to, and secures the necessary right-of-way for 1150 West, Lots 19 & 20 as shown on the preliminary plat are not viable.

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:
3/28/2024 Update by Arthur LeBaron
It is my recommendation that the preliminary plat be denied. A secondary recommendation is to phase the plat so that Lots 1-18 can be approved and built at this time as a Phase 1 and the area comprising Lots 19-20 be left for a time when the applicant or the City is able to deliver the necessary offsite right-of-way.

Attachments:
1. PP23-30_
2. HIL23-03_
3. Water_Will_Serve_Letter
4. Ash_Creek_Will_Sever_Letter
5. PP23-30 HIL23-03 Kolob View CC staff report_4-04-24
6. Kolob Views Subdivision 3-15-2024
7. Geotechnical_Report
8. Preliminary_Plat_Map
9. Grading_and_Drainage_Plan

Hurricane City
Application

Application Accepted Date: 12/01/2023

Type of Improvement: Subdivision (Preliminary Plat)

Description:

Tenant / Project Name: Kolob Views Subdivision

Bldg. Address: 1400 W 900 S

City: Hurricane City State: UT Zip: 84737

Subdivision: Kolob Views Subdivision Phase: 1 & 2

Block: Lot #: 1-22 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

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

Email: colt.stratton@interstaterock.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS		DATE	INFO
Plan Review Finalized:	Yes	12/19/23	Brienna Spencer

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 compiled 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: Brienna Spencer Date: 12/19/2023

Application Issued By: Date:

Receipt #: 8.174587-12/01/23

DRAFT

Hurricane City
Application

Application Accepted Date: 12/01/2023

Type of Improvement: Sensitive Lands Application

Description:

Tenant / Project Name: Kolob Views Subdivision

Bldg. Address: 1400 W 900 S

City: Hurricane City State: UT Zip: 84737

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

CONTACT INFORMATION

Engineer of Record: Interstate Rock Products, Inc.

Email: colt.stratton@interstaterock.com P: (435) 635-2628

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

Valuation	$	0.00

PERMIT FEES

Sub Total:	**$**	**0.00**
Permit Total:	**$**	**0.00**
Amount Paid:	**$**	**0.00**
Remaining Due:	**$**	**0.00**

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 compiled 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:

Brienna Spencer 12/04/2023

Application Issued By: Date:

Receipt #:

DRAFT

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

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

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

1350 South Sandhollow Road, Hurricane, UT 84737
phone: 435.635.2348
email: ashcreek@infowest.com

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/04/2024**
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:	Denial

4/4/2024 – Updated Discussion and Recommendation
Updated drawings have been received as of 3/15/2024

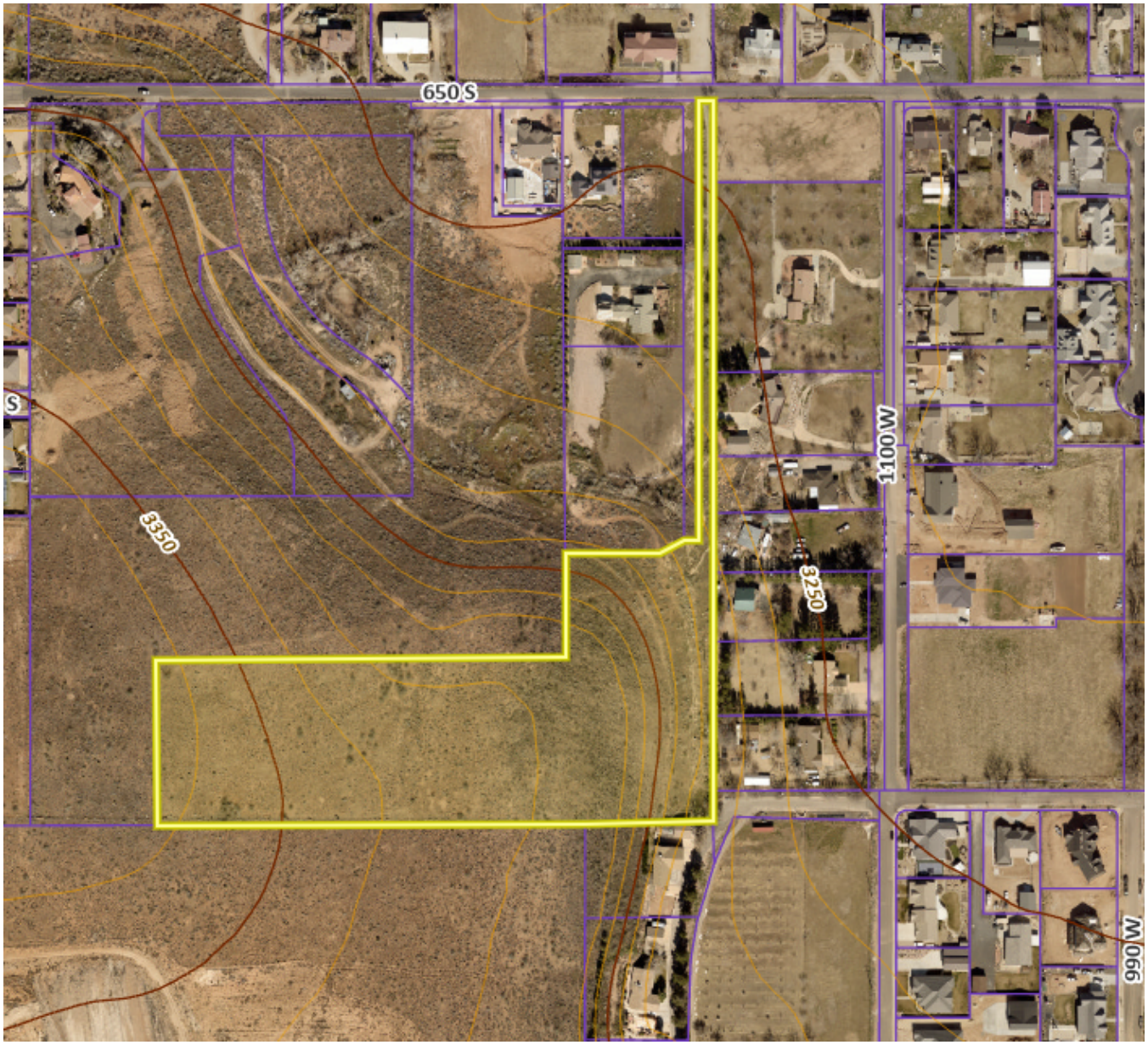
The subdivision plans depict 18 lots on most of the sheets, and an additional 2 lots on one of the sheets. The 2 additional lots are not recommended to be entitled at this time because they are dependent on other property owners to provide rights-of-way for access and utility service extensions. The current drawings do not show how access and utilities will be provided to the 2 lots in question (Lots 19 & 20). The City requires that a preliminary plat include plans that show "parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision." (HCC 10-39-7(C)(3)). It has been reported to me that the applicant intends to create access to the 2 lots in question via 900 South and 1100 West. This is not shown on the plan, and requires the cooperation of other property owners. The preliminary plat application requires "copies of any agreements with adjacent property owners relevant to the proposed subdivision" (HCC 10-39-7(C)(10)). which to my knowledge have not been provided. It is my opinion that the application is incomplete, and is not ready for consideration by the Council.

Lots 19 & 20 are shown to be accessed from future 1150 West street, which requires the cooperation of neighboring property owners, some of whom are known by the City to be adverse to the project. The City has had many discussions about the planned alignment for 1150 West and has settled on the alignment for a number of reasons that balance the needs of all affected property owners and the transportation and utility needs of the City. Until the applicant, or the City undertakes to, and secures the necessary right-of-way for 1150 West, Lots 19 & 20 as shown on the preliminary plat are not viable.

Recommendation: It is staff's recommendation that the preliminary plat be denied. A secondary recommendation is to phase the plat so that Lots 1-18 can be approved and built at this time as a Phase 1 and the area comprising Lots 19-20 be left for a time when the applicant or the City is able to deliver the necessary offsite rights-of-way.

3/21/24 - Updated Discussion: 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.

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.



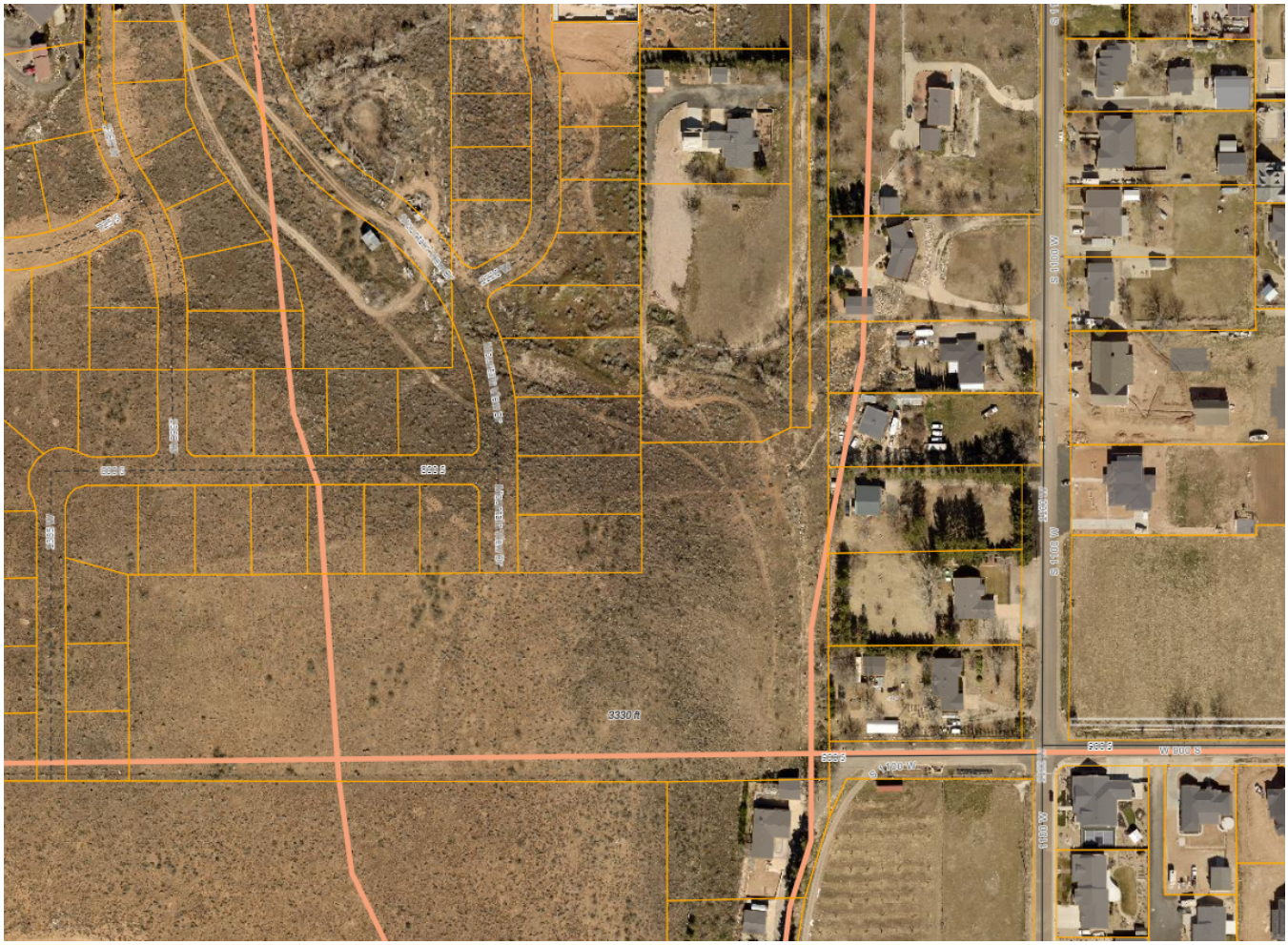
JUC Comments
Public Works: No comments
Water: Water line will need to be looped back to 1360 W or down to 920 S before water approval.
Power: Lots 1, 2, 3, and 20 as plat shows will have conflicts with roadway and future power line. Power lines will also change setback requirements of these lots. All 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.

CONSTRUCTION PLANS FOR:
KOLOB VIEWS SUBDIVISION

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

PROJECT DETAILS:

OWNER/APPLICANT:
THE OWNER FOR THIS PROJECT IS:
MARIANA STEWART
CONTACT: MARIANA STEWART
132 N TOQUER BLVD, TOQUERVILLE, UT, 84774
(772) 224-1212(CELL)

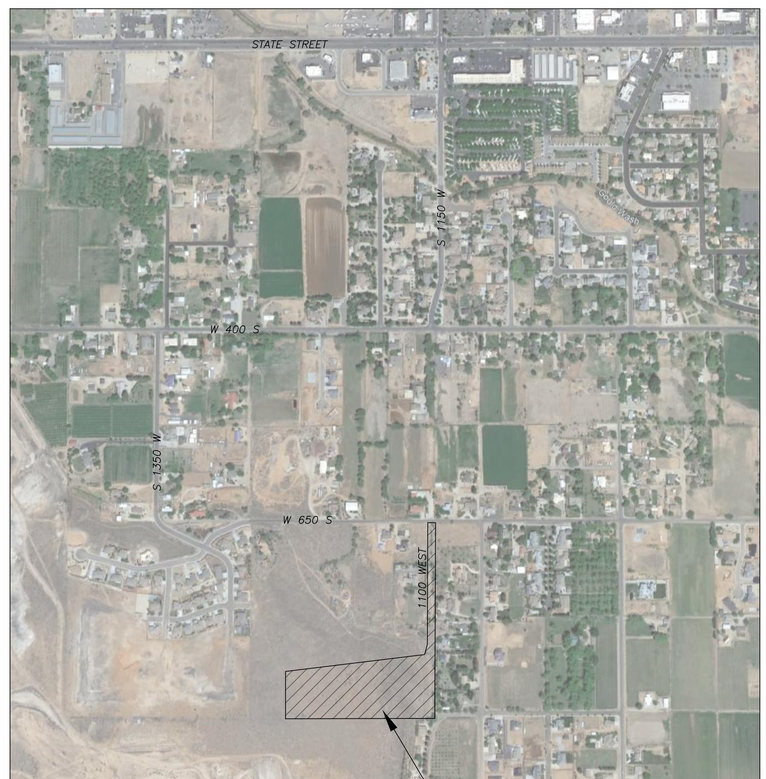
PLANS PREPARED BY:
THE ENGINEER FOR THIS PROJECT IS:
INTERSTATE ROCK PRODUCTS
CONTACT: COLT STRATTON
42 SOUTH 850 WEST HURRICANE, UTAH 84737
(435)635-2628 (OFFICE)

GEOTECHNICAL ENGINEERING BY:
LANDMARK TESTING
PROJECT NO.: 230367
DATE: AUGUST 3, 2023

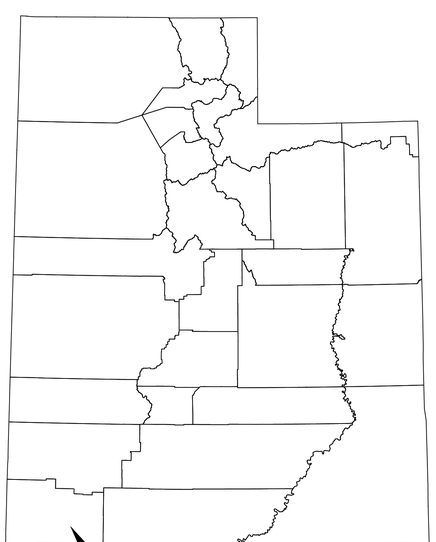
PROJECT LOCATION:
APPROX. ADDRESS:
PLAT: NORTHWEST 1/4 OF SECTION 2, SLB&M
ASSESSOR PARCEL: T-68-A-1 AND T-68-A-3 UTILITY & ACCESS EASEMENT

APPROVALS

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



PROJECT LOCATION



PROJECT LOCATION

Sheet List Table	
Sheet Number	Sheet Title
PHASE 1	
C1.0	COVER SHEET
C2.1	SITE PLAN
C2.2	OVERALL SITE PLAN
C3.0	Utility Plan
C5.0	GRADING PLAN
PP01	MOUNTAIN VIEW DRIVE
PP02	850 South

811 Know what's below. Call before you dig.

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

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]084
COLT STRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

OWNER
COVER SHEET
KOLOB VIEWS SUBDIVISION
PROJECT LOCATION

REV.	DATE	DESCRIPTION	BY

DATE
DATE

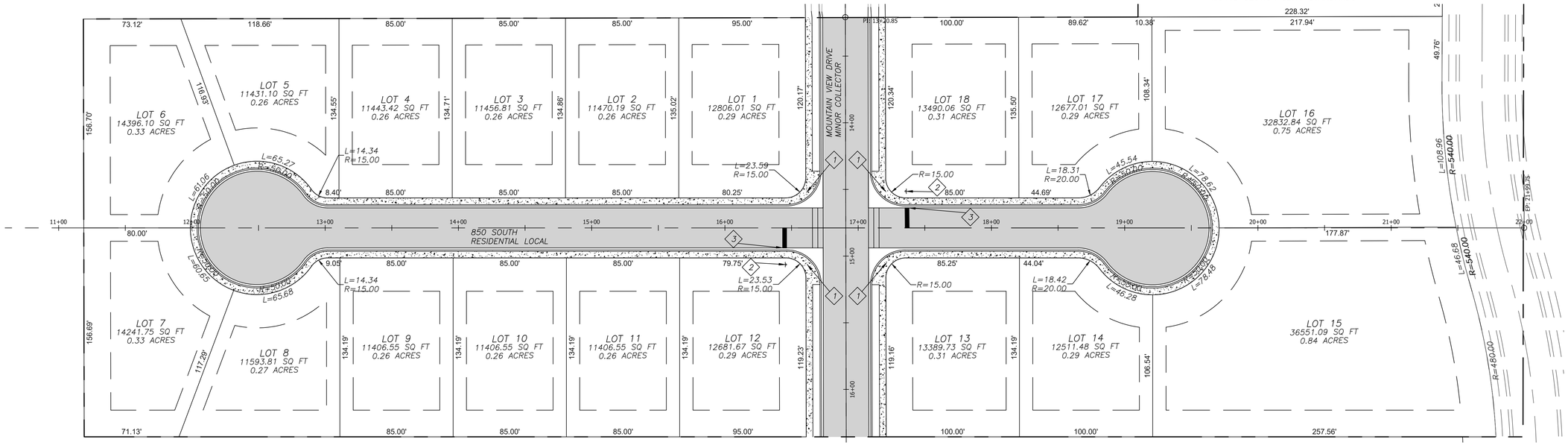
PROJ. #
PROJECT #

PAGE #
C1.0

FILE: v:\1 - engineering\1 - projects\interstate rock products\01.023.015 kolob views subdivision\2 - engineering\1 - design\2 - Sheets\Cover.dwg TIME:14 March 2024

SITE NOTES

1. INSTALL ADA RAMP (H / DT1.0)
2. INSTALL STOP SIGN (R1-1), ADDRESS SIGN (), (E / DT1.0) AND STOP SIGN STRIP ()
3. STOP LINE TO BE PAINTED ACCORDING TO MUTCD SECTION 3B.16 STANDARDS



SITE INFORMATION:

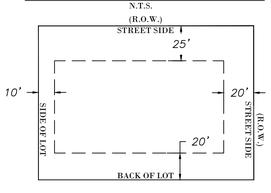
CURRENT ZONE: R1-10
TOTAL AREA: 277,032 SF
RESIDENTIAL UNITS: 16

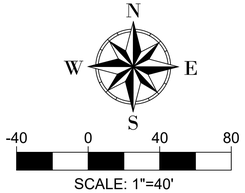
TOTAL RESIDENTIAL UNITS AREA:222,224 SF
PERCENT:80.2%
TOTAL EASEMENT AREA:18,444 SF
PERCENT:6.6%
TOTAL PUBLIC STREET (R.O.W.):36,364 SF
PERCENT:9.6%

AVERAGE RESIDENTIAL LOT SIZE:13,889 SF
DENSITY:(UNITS/ACRE) 2.5

TYPICAL LOT SETBACKS:

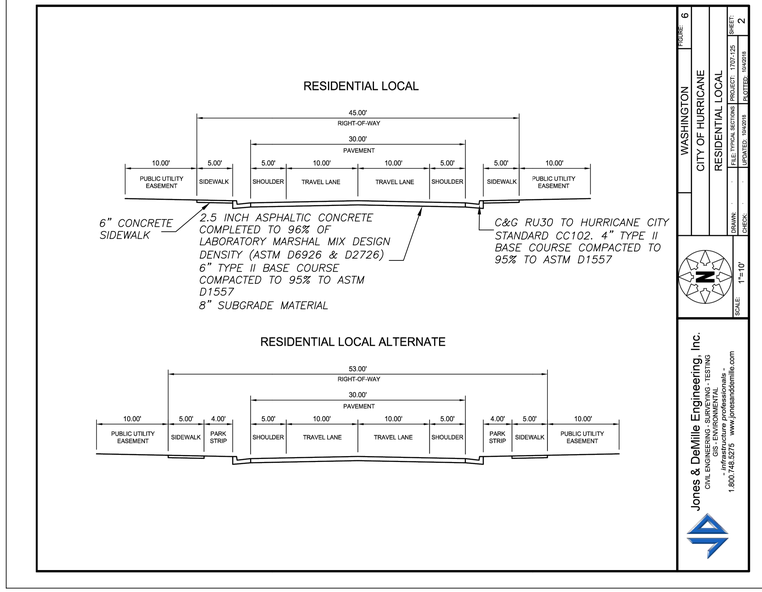
N.T.S.

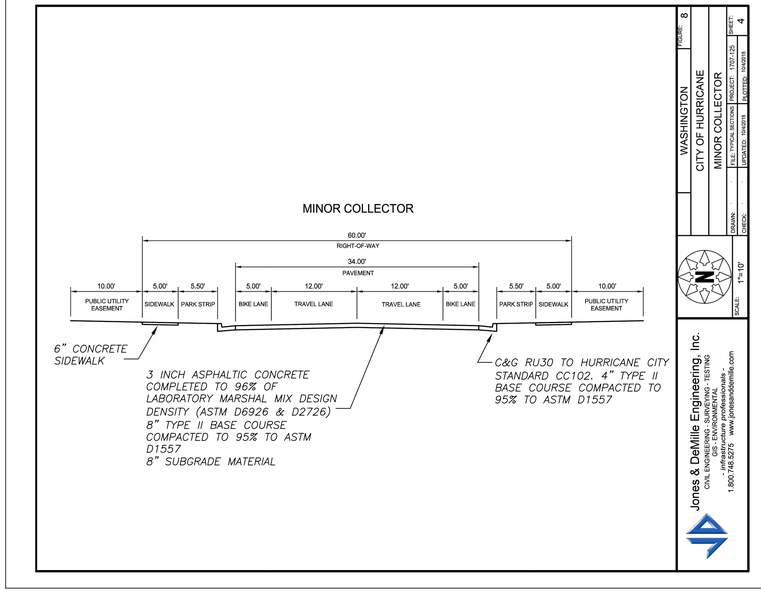




SCALE: 1"=40'

Know what's below. Call before you dig.





Jones & DeMille Engineering, Inc.
CIVIL ENGINEERING - SURVEYING - TESTING
GIS - ENVIRONMENTAL
- Infrastructure Consultants -
1.800.748.5275 www.jonesanddemille.com

WASHINGTON COUNTY
CITY OF HURRICANE
RESIDENTIAL LOCAL
FILE: TYPICAL SECTIONS
PROJECT: 1707-125
UPDATED: 10/4/2018
PLOTTED: 10/4/2018
DRAWN:
CHECK:
SCALE: 1"=10'
SHEET 2 OF 6

WASHINGTON COUNTY
CITY OF HURRICANE
MINOR COLLECTOR
FILE: TYPICAL SECTIONS
PROJECT: 1707-125
UPDATED: 10/4/2018
PLOTTED: 10/4/2018
DRAWN:
CHECK:
SCALE: 1"=10'
SHEET 4 OF 8

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

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]084
COLTON BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

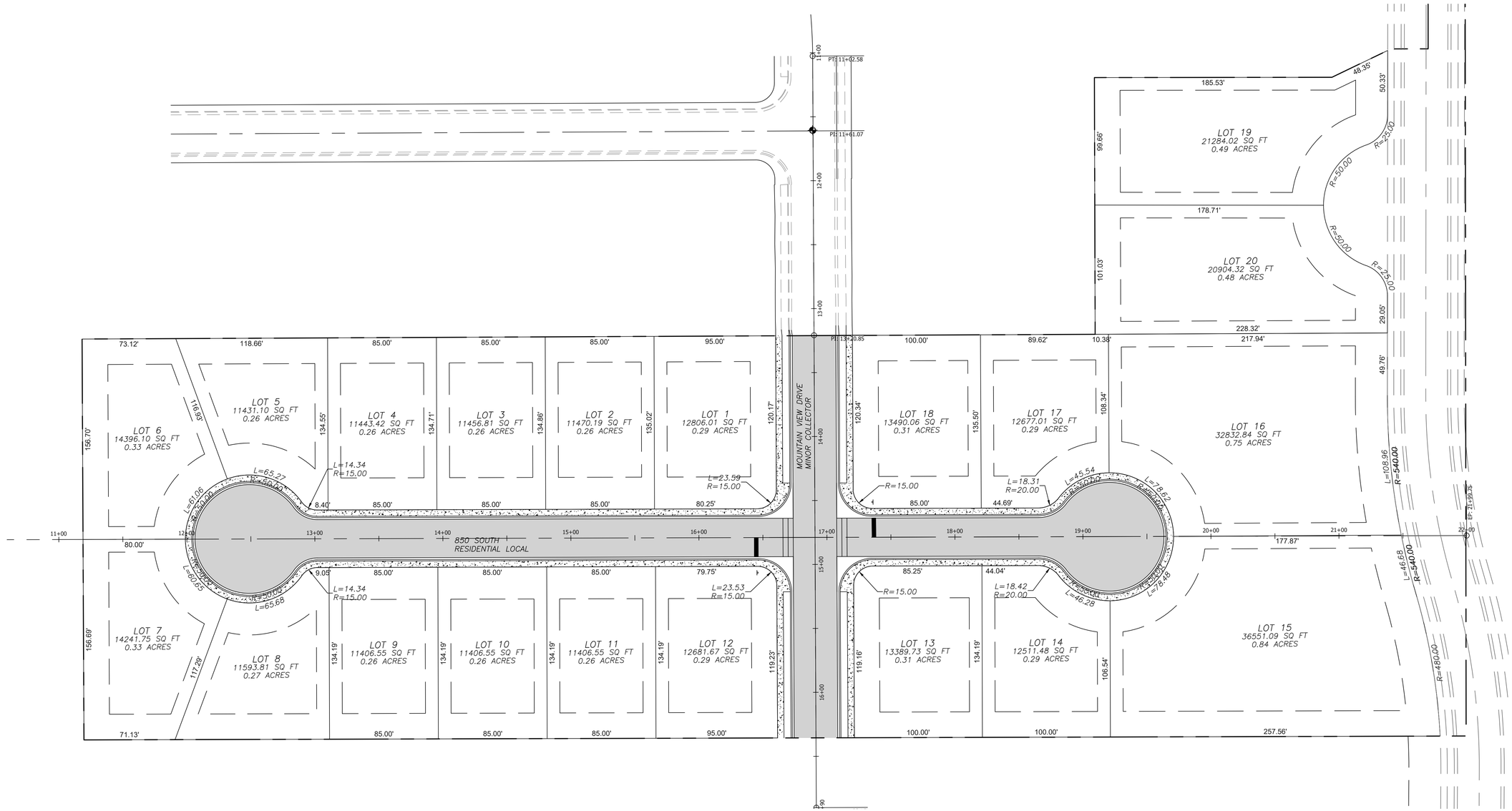
OWNER
SITE PLAN
KOLOB VIEWS SUBDIVISION
PROJECT LOCATION

REV.	DATE	DESCRIPTION	BY

DATE
DATE

PROJ. # PROJECT #
PAGE # C2.1

FILE: v:\1 - projects\interstate rock products\01.023.015 kolob views subdivision\2 - engineering\1 - design\2 - Sheets\Site Plan.dwg TIME: 14 March 2024



INTERSTATEROCK

GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]084
COLTON BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

OWNER

OVERALL SITE PLAN

KOLOB VIEWS SUBDIVISION

PROJECT LOCATION

REV.	DATE	DESCRIPTION	BY

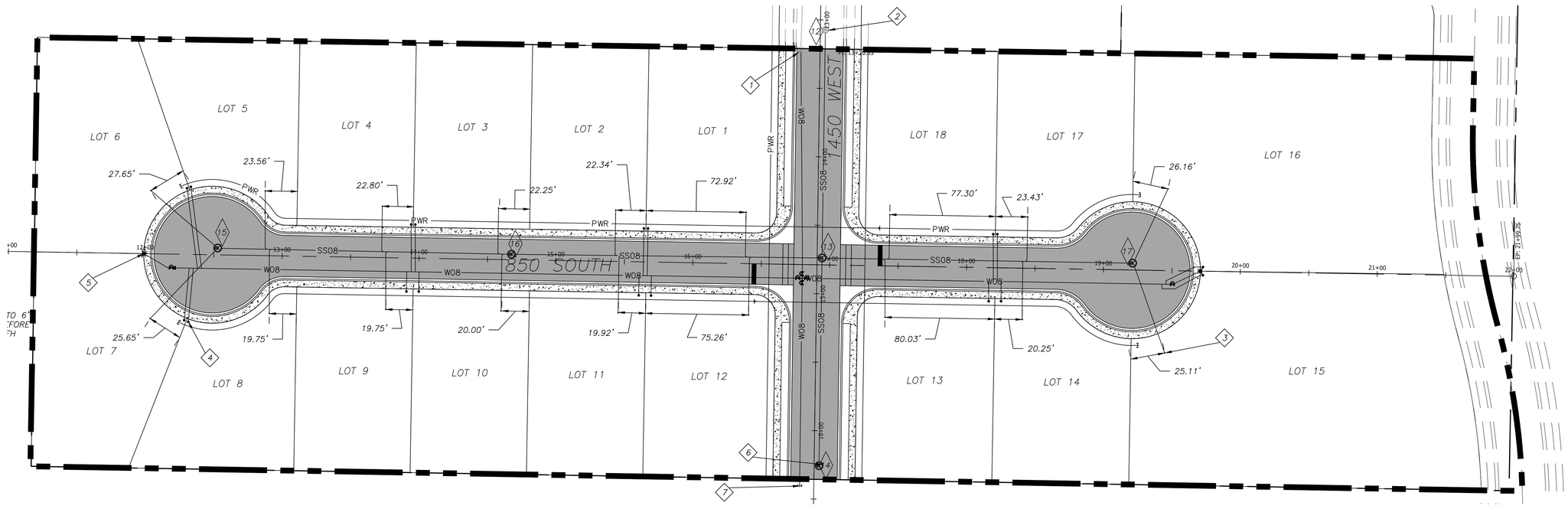
DATE
DATE

PROJ. #
PROJECT #

PAGE #
C2.2

811 Know what's below. Call before you dig.

FILE: v:\1 – engineering\1 – projects\interstate rock products\01.023.015 kolob views subdivision\2 – engineering\1 – design\2 – Sheets\Site Plan.dwg TIME: 14 March 2024



LEGEND

DEFINITION	PROPOSED	EXISTING
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		
STORM WATER LABEL	XXX	
SANITARY SEWER LABEL	XXX	

NOTE: REFERENCE PLAN & PROFILES FOR SEWER & STORM DRAIN UTILITY INFORMATION

UTILITY NOTES

1. REMOVE EXISTING WATERLINE CAP AND CONNECT NEW PIPE TO EXISTING VALVE
2. CONNECT TO EXISTING MANHOLE
3. PROPOSED SEWER LATERAL & CLEANOUT (TYP) (B / DT1.1)
4. PROPOSED WATER LATERAL & WATER METER (TYP) (D / DT1.2)
5. INSTALL FIRE HYDRANT ASSEMBLY (H / DT1.2)
6. INSTALL NEW MANHOLE
7. INSTALL WATER CAP
8. TYPICAL SSMH SEE DETAIL (A / DT1.1)

N
W E
S

-40 0 40 80

SCALE: 1"=40'

811 Know what's below. Call before you dig.

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

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]0084
COLT CORRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

OWNER

UTILITY PLAN

KOLOB VIEWS SUBDIVISION

PROJECT LOCATION

REV.	DATE	DESCRIPTION	BY

DATE: DATE

PROJ. #: PROJECT #

PAGE #: C3.0

FILE: v:\1 - engineering\1 - projects\interstate rock products\01.023.015 kolob views subdivision\2 - engineering\1 - design\2 - Sheets\Utility Plan.dwg TIME:14 March 2024

GRADING PLAN

KOLOB VIEWS SUBDIVISION

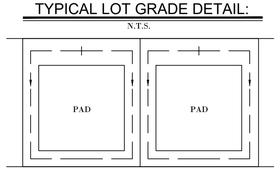
LEGEND

DEFINITION	PROPOSED	EXISTING
GRADING		
MINOR CONTOUR (1' OR 2')		
MAJOR CONTOUR (5' OR 10')	100	100
STORM DRAIN PIPE	SD	SD
FLOWLINE		
SURFACE FLOW DIRECTION	2.00%	
REDI ROCK RETAINING WALL		
CMU BLOCK RETAINING WALL		
TBC ELEVATIONS	TBC:100.00	TBC:100.00
WALL ELEVATIONS	TOW: 100.00 BOW: 100.00	TOW: 100.00 BOW: 100.00
MANHOLE	SD	SD
CURB INLET		
AREA DRAIN / DROP INLET		

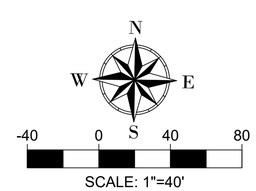
CONTOURS ARE SHOWN AS 2' & 10'

TYPICAL LOT GRADE DETAIL:

N.T.S.



THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTM'S), OR SURFACES: THE EXISTING GROUND SURFACE AND THE PROPOSED SUB-GRADE SURFACE. THE PROPOSED SUB-GRADE SURFACE IS DEVELOPED BY SUBTRACTING THE VOLUME OF THE PROPOSED IMPROVEMENTS; ASPHALT, CURB AND GUTTER, SIDEWALK, WATERWAYS, HANDICAP RAMPS AND BASE COURSE FROM THE PROPOSED FINISH GRADE SURFACE. THIS COMPARISON IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING THOROUGH EARTHWORK CALCULATIONS AND DOES NOT REFLECT OR REPRESENT A FINAL ESTIMATE OF ACTUAL EARTH TO BE MOVED. UPON REVIEW OF THE GEO-TECHNICAL REPORT, THE CONTRACTOR RESPONSIBLE FOR EXCAVATION SHALL ACCOUNT FOR OVER-EXCAVATION, SCARIFYING, AND ADJUSTMENT FOR ALL IMPROVEMENTS NOT ACCOUNTED FOR IN THE FINISHED SUB-GRADE SURFACE; INCLUDING LANDSCAPING, BULKING AND/OR SHRINKAGE OF MATERIAL, IMPORT OF BEDDING MATERIAL AND OTHER MATERIALS, EXCAVATION AND COMPACTION OF UTILITY TRENCHES, AND OTHER FACTORS TO MAKE A FINAL DETERMINATION OF THE TOTAL EARTHWORK REQUIRED FOR THE PROJECT. IN SOME CASES, ADDITIONAL CONSULTATIONS WITH THE GEO-TECHNICAL ENGINEER AND CIVIL ENGINEER MAY BE REQUIRED.



811 Know what's below. Call before you dig.

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

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]084
COLTON RATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

OWNER

GRADING PLAN

KOLOB VIEWS SUBDIVISION

PROJECT LOCATION

REV.	DATE	DESCRIPTION	BY

DATE: DATE

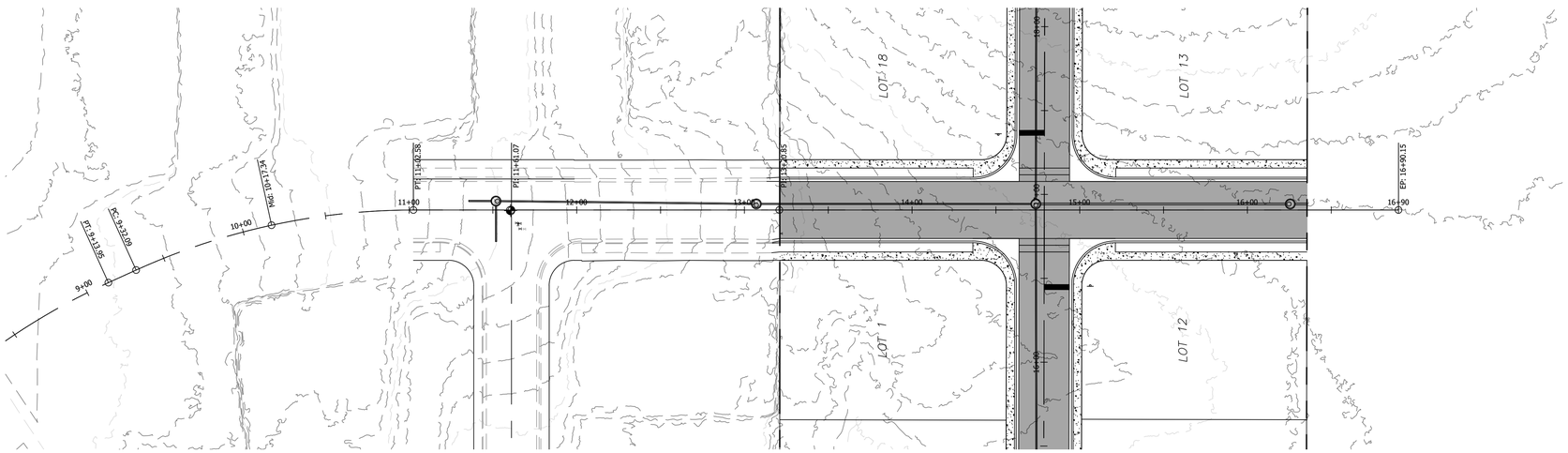
PROJ. #: PROJECT #

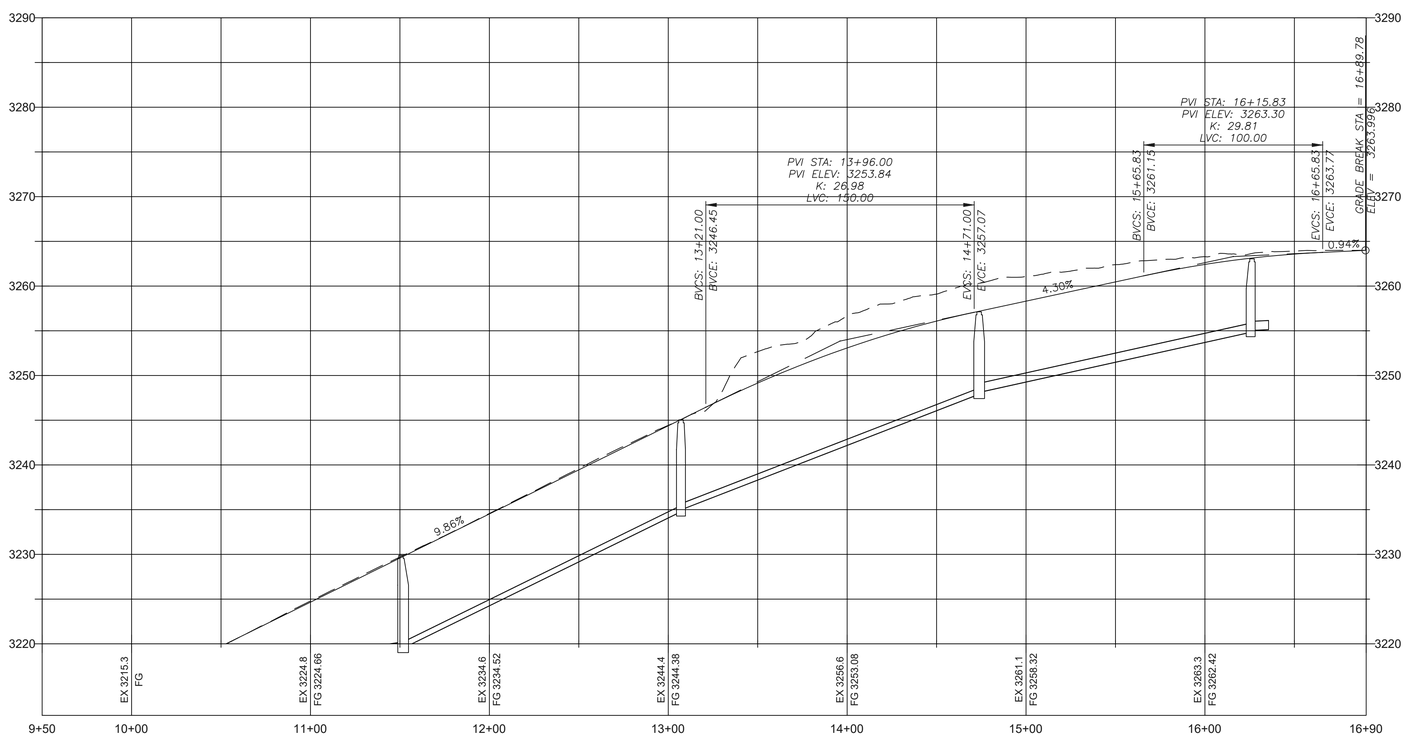
PAGE #: C5.0

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\01.023.015 Kolob Views Subdivision\2 - Engineering\1 - Design\2 - Sheets\Grading Plan.dwg TIME:15 March 2024

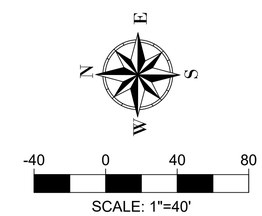
MOUNTAIN VIEW DRIVE

KOLOB VIEWS SUBDIVISION





Profile View of PV - Mountan View Drive
HORIZONTAL SCALE: 40
VERTICAL SCALE: 8
VERTICAL EXAGERATION: 5.0



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

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]084
COLT D. BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

OWNER: MOUNTAIN VIEW DRIVE
PROJECT LOCATION: KOLOB VIEWS SUBDIVISION

REV.	DATE	DESCRIPTION	BY

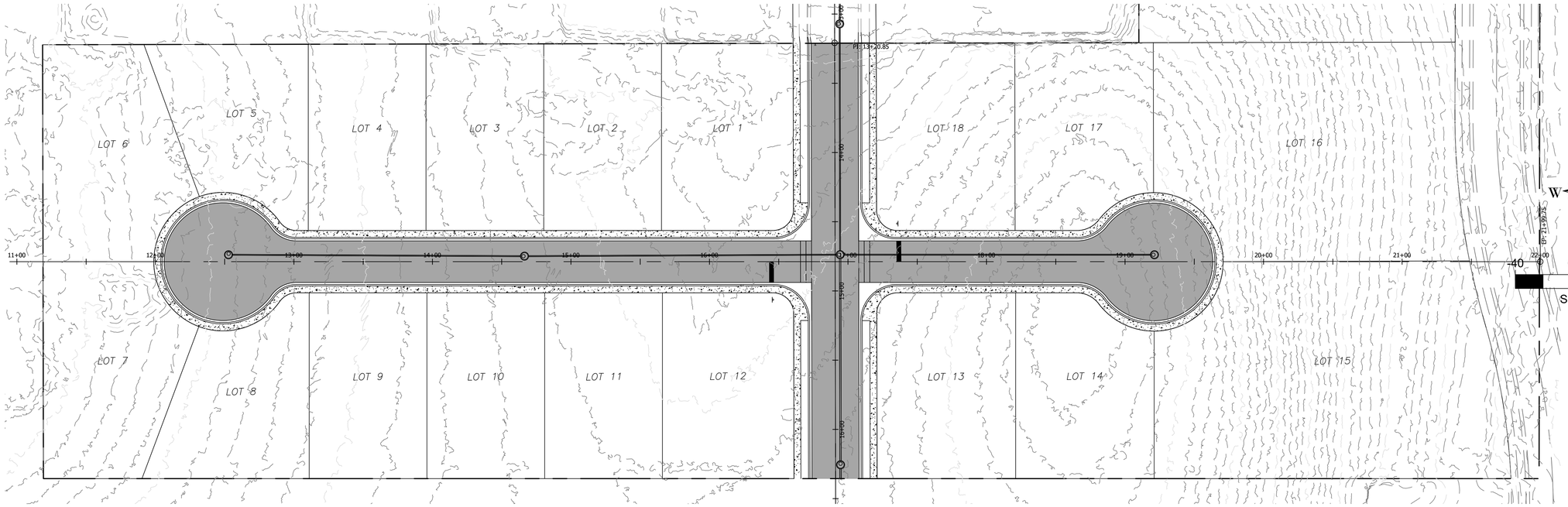
DATE: DATE
PROJ. #: PROJECT #
PAGE #: PP01

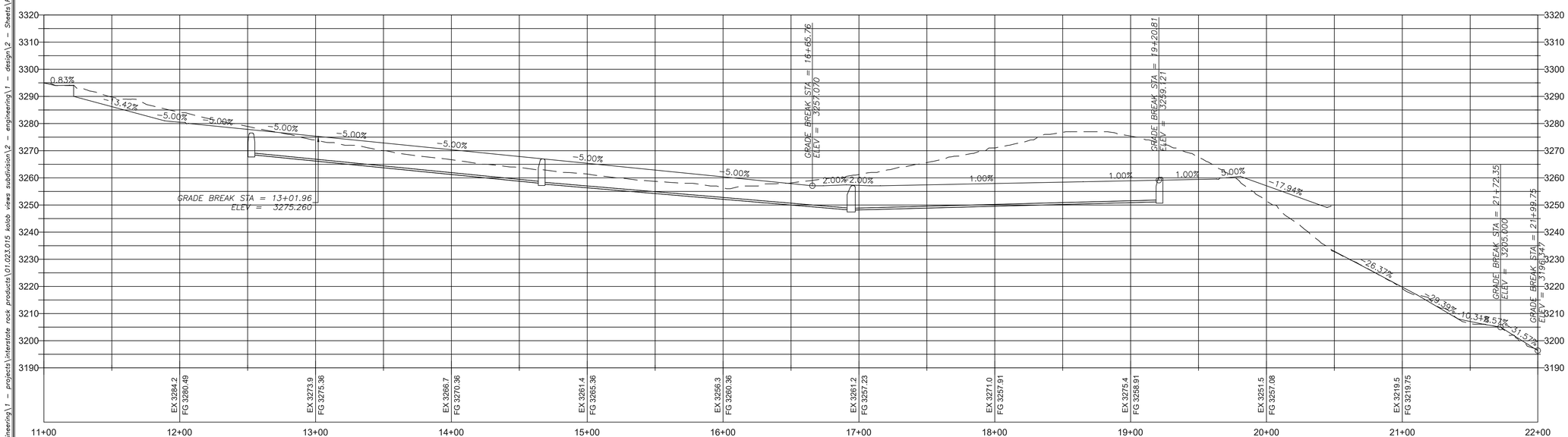
Know what's below. Call before you dig.

FILE: \\ – engineering\1 – projects\interstate rock products\01.023.015 kolob views subdivision\2 – engineering\1 – design\2 – Sheets\PP MountainView.dwg TIME:14 March 2024

850 SOUTH

KOLOB VIEWS SUBDIVISION





Profile View of PV - 850 South
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGERATION: 2.0

Know what's below. Call before you dig.

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

PROFESSIONAL ENGINEER
06 AUGUST 2024
No. 9[illegible]084
TYLER D. BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY DSGNBY
DRAWN BY DRWNBY
CHECKED BY CHKBY

OWNER
850 SOUTH
KOLOB VIEWS SUBDIVISION
PROJECT LOCATION

REV.	DATE	DESCRIPTION	BY

DATE
DATE

PROJ. # PROJECT #
PAGE # PP02

FILE: x:\1 - engineering\1 - projects\interstate rock products\01.023.015 kolob views subdivision\2 - engineering\1 - design\2 - Sheets\PP 850 South.dwg TIME:14 March 2024

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

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	Field Data
FIGURE 1:	**VICINITY MAP**
FIGURE 2:	**SITE MAP**
FIGURES 3 - 8:	**TEST PIT LOGS**
FIGURE 9:	**UNIFIED SOIL CLASSIFICATION SYSTEM**

Appendix B	Laboratory Data
Table B-1	**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 Survey[1], 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)	Sa (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	$SD_1 = 0.203$	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. Theses 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 ACI[5] 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(φ*0.6) where φ = 34°	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

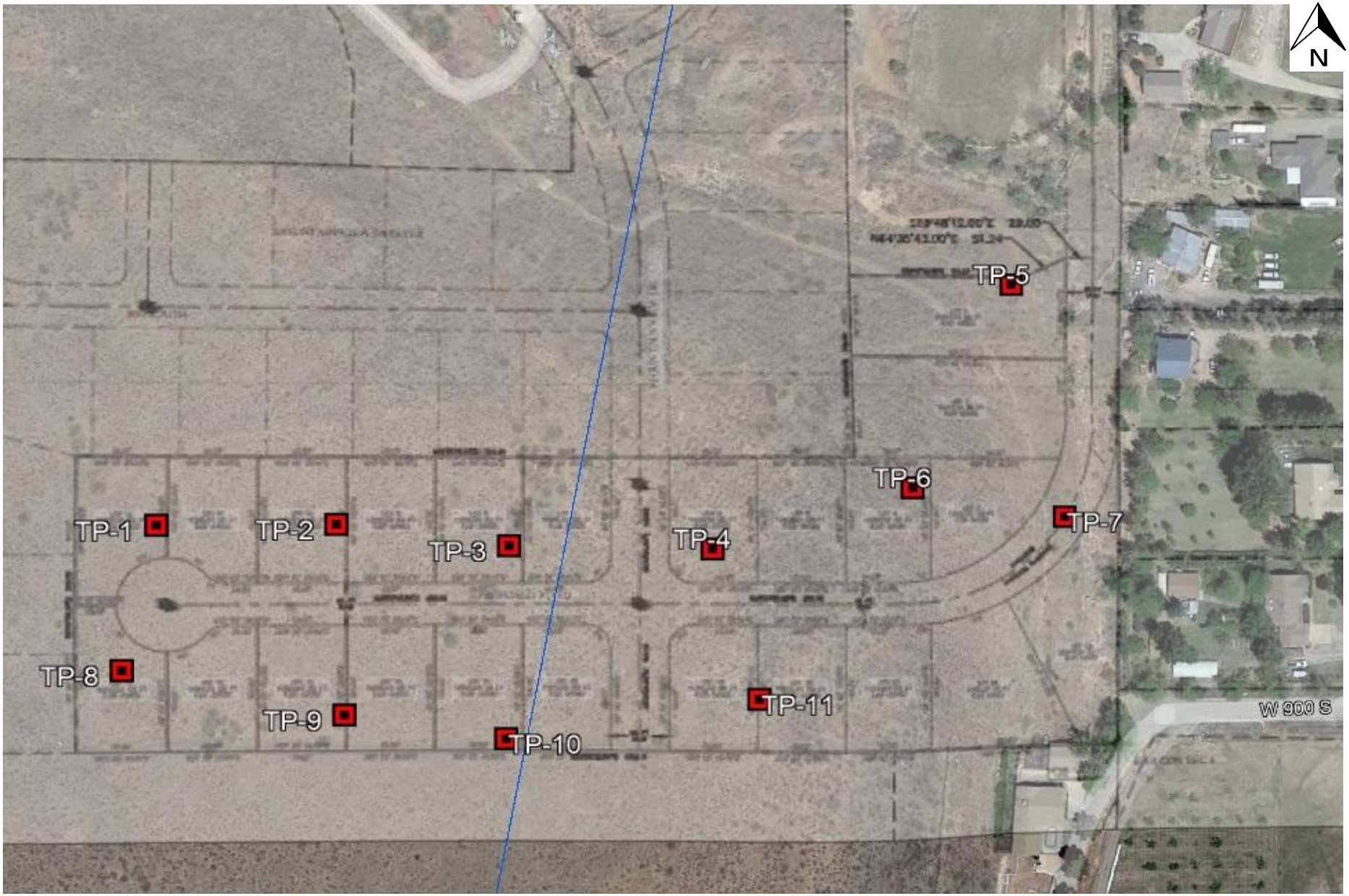
Reviewed by:

Chad Hardman, P.E.
Project Engineer

Appendix A

Field Data

LANDMARK TESTING & ENGINEERING	VICINITY MAP PROJECT NUMBER 230367	Figure 1



LANDMARK TESTING & ENGINEERING

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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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.

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-3

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEOTECH\REPORT\LOGS.GPJ

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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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		3.6	22	8	51	29	20	

Refusal at 2 feet in well cemented caliche
Bottom of test pit at 2.0 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-4

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEOTECH\REPORT\LOGS.GPJ

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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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								
		1									
		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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEOTECH\REPORT\LOGS.GPJ

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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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.

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-6

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEOTECH\REPORT\LOGS.GPJ

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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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								
		1			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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
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								
		1			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.

LANDMARK TESTING & ENGINEERING

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-7

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEOTECH\REPORT\LOGS.GPJ

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 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-8

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

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 of 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

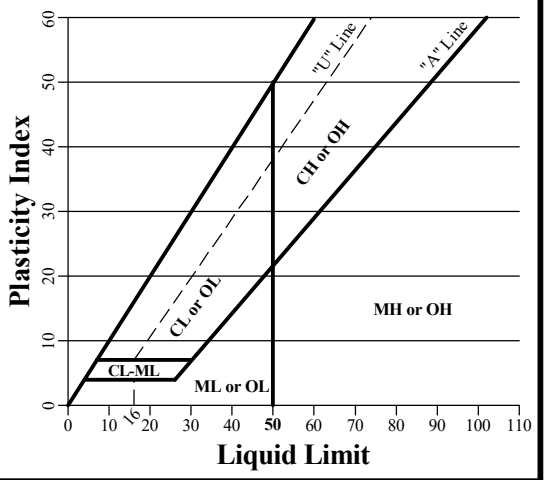
GRAIN SIZE CHART

CLASSIFICATION	Range of Grain Size: U.S. Standard Sieve Size	Range of Grain 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

SAMPLES

- Relatively Undisturbed Sample
- Block Sample
- Bag Sample
- Auger Cuttings
- Bucket Sample
- Core
- No Recovery

PLASTICITY CURVE



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-9

USCS SUMMARY - LANDMARK NEW.GDT - 8/3/23 07:14 - P:\PROJECTS\23 PROJECTS\230367\GEOTECH\REPORT\LOGS.GPJ

Appendix B

Laboratory Data

SUMMARY OF LABORATORY TEST RESULTS

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

Date of Report: 7/28/2023

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane, Utah

Boring / Test Pit Number	Depth Below Ground Surface (ft)	Moisture Content (%)	In-Place Dry Desnity (pcf)	Mechanical Gradation			Atterberg Limits		Swell-Consolidation Swell/Collapse @ Wetting Load (S/C @ ksf)	Modified Proctor / CBR			Percent Finer Than 0.02 mm (%)	Unconfined Compressive Strength (psf)	Sooluble Sulfate Content (%)	USCS Group Symbol	AASHTO Soil Classification
				Gravel (%)	Sand (%)	Fines (%)	Liquid Limit	Plasticity Index		Maximum Dry Density (pcf)	Optimum Moisture Content (%)	CBR Value					
TP-1	0.0														0.45		
TP-2	0.0	1.6		26.0	35.9	38.1										SM	A-4(0)
TP-4	1.0	3.6		51.0	28.7	20.3	22	8								GC	A-2-4(0)
TP-5	3.5	7.1		18.0	47.2	34.8										SM	A-2-4(0)
TP-9	1.5	4.5		57.0	27.9	15.1	24	8								GC	A-2-4(0)
TP-10	2.0	2.5		14.0	46.5	39.5										SM	A-4(0)
	3.0	8.2		57.0	27.6	15.4										GM	A-1-b

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

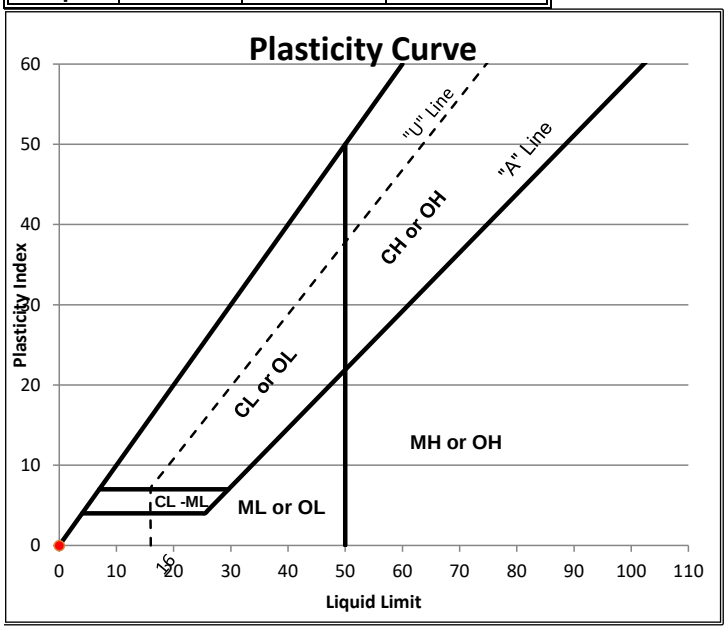
Sieve Analysis , ASTM C136 and C117

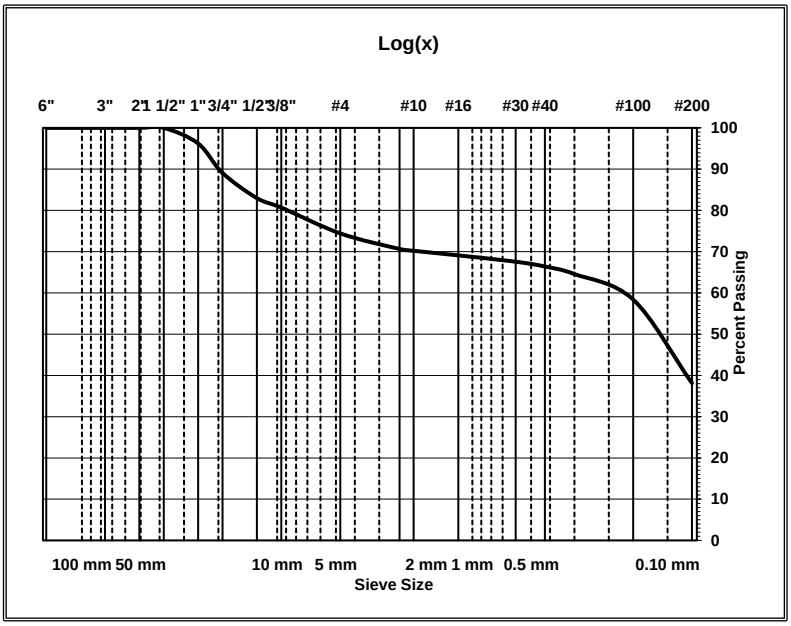
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"	100	
25 mm	1"	96	
19 mm	3/4"	89	
12.5 mm	1/2"	83	
9.5 mm	3/8"	81	
4.75 mm	#4	74	
2.00 mm	#10	70	
1.18 mm	#16	69	
425 µm	#40	66	
300 µm	#50	65	
75 µm	#200	38.1	

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





795 East Factory Drive, St. George, UT 84790 • Phone: (435) 986-0566 • Fax: (435) 986-0568

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

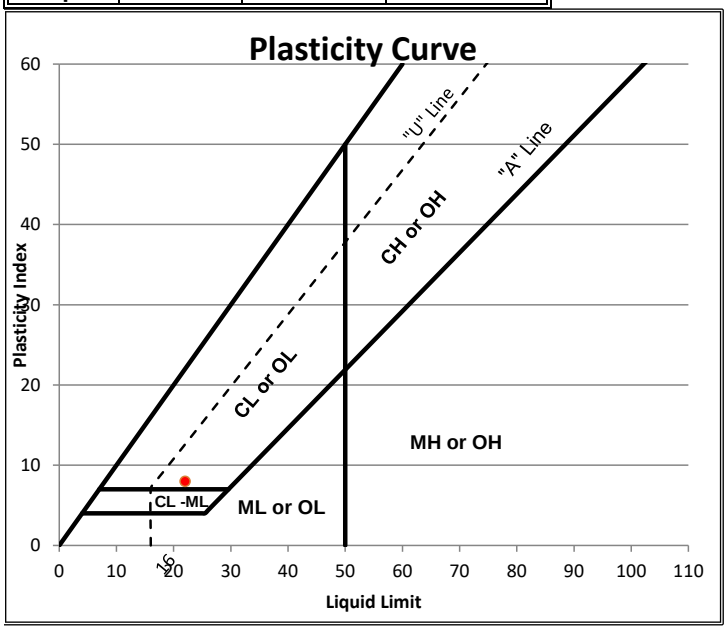
Sieve Analysis , ASTM C136 and C117

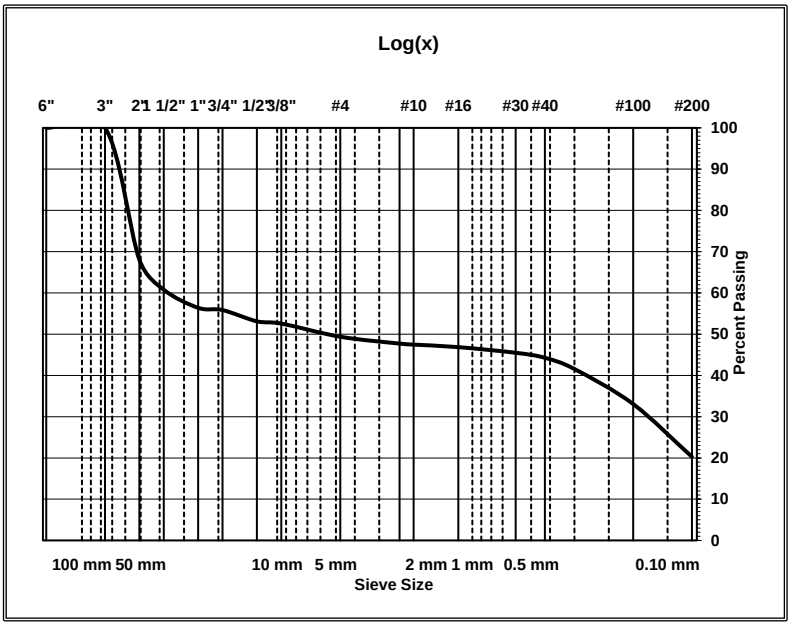
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"	100	
50 mm	2"	68	
37.5 mm	1-1/2"	61	
25 mm	1"	56	
19 mm	3/4"	56	
12.5 mm	1/2"	53	
9.5 mm	3/8"	53	
4.75 mm	#4	49	
2.00 mm	#10	47	
1.18 mm	#16	47	
425 µm	#40	44	
300 µm	#50	42	
75 µm	#200	20.3	

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

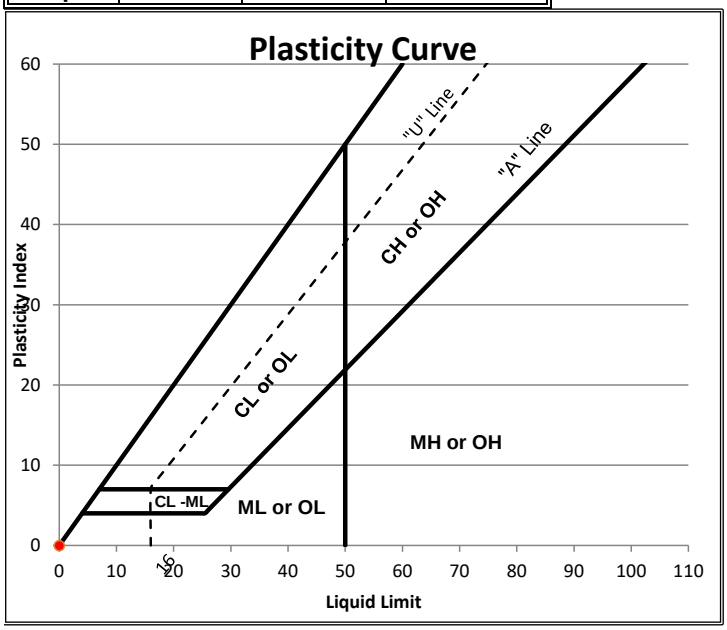
Sieve Analysis , ASTM C136 and C117

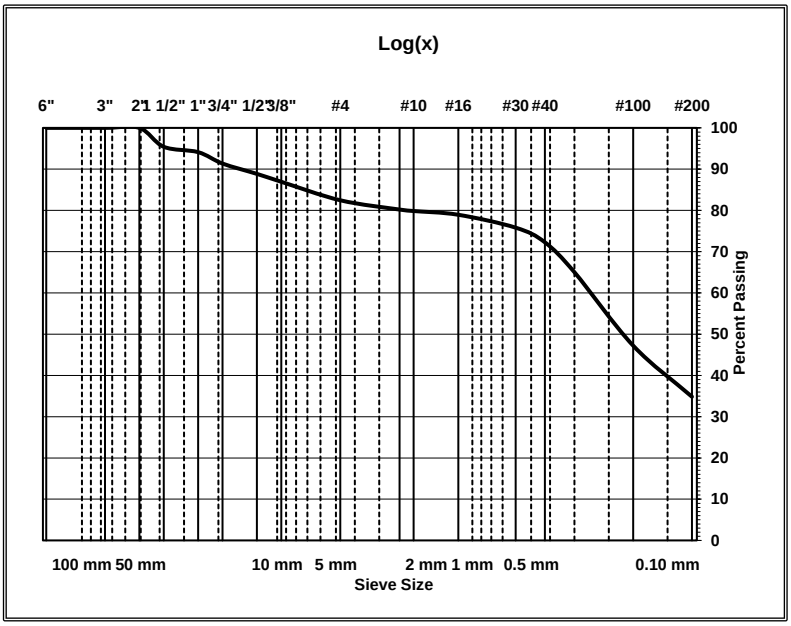
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"	100	
37.5 mm	1-1/2"	95	
25 mm	1"	94	
19 mm	3/4"	91	
12.5 mm	1/2"	89	
9.5 mm	3/8"	87	
4.75 mm	#4	82	
2.00 mm	#10	80	
1.18 mm	#16	79	
425 µm	#40	72	
300 µm	#50	65	
75 µm	#200	34.8	

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





795 East Factory Drive, St. George, UT 84790 • Phone: (435) 986-0566 • Fax: (435) 986-0568

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

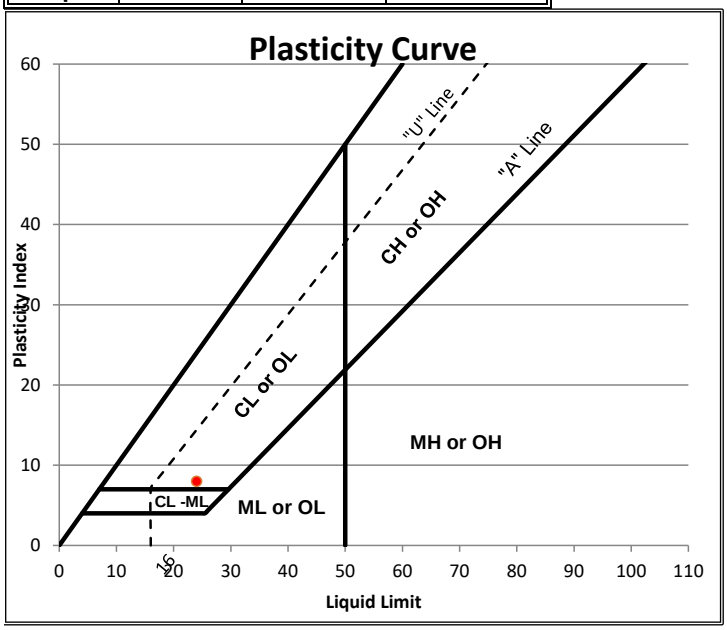
Sieve Analysis , ASTM C136 and C117

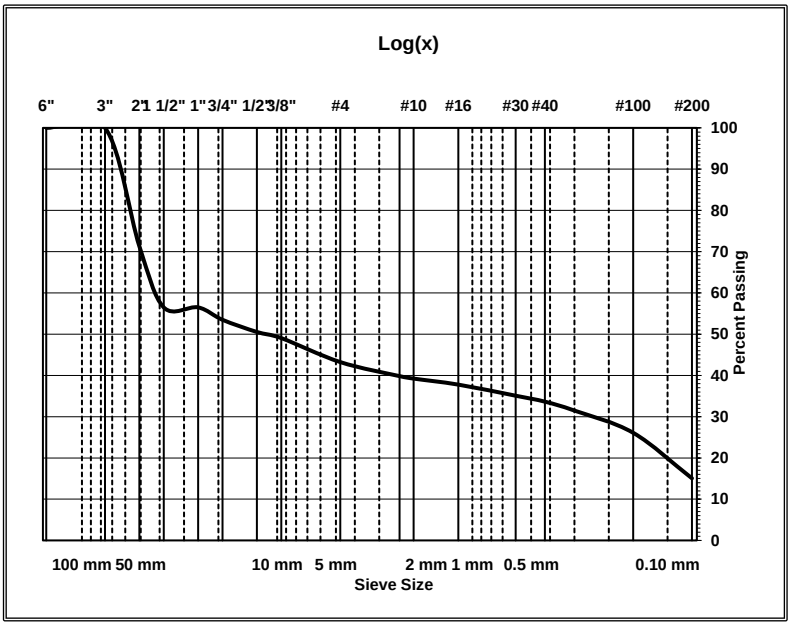
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"	100	
50 mm	2"	71	
37.5 mm	1-1/2"	56	
25 mm	1"	56	
19 mm	3/4"	53	
12.5 mm	1/2"	51	
9.5 mm	3/8"	49	
4.75 mm	#4	43	
2.00 mm	#10	39	
1.18 mm	#16	38	
425 µm	#40	34	
300 µm	#50	31	
75 µm	#200	15.1	

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





795 East Factory Drive, St. George, UT 84790 • Phone: (435) 986-0566 • Fax: (435) 986-0568

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

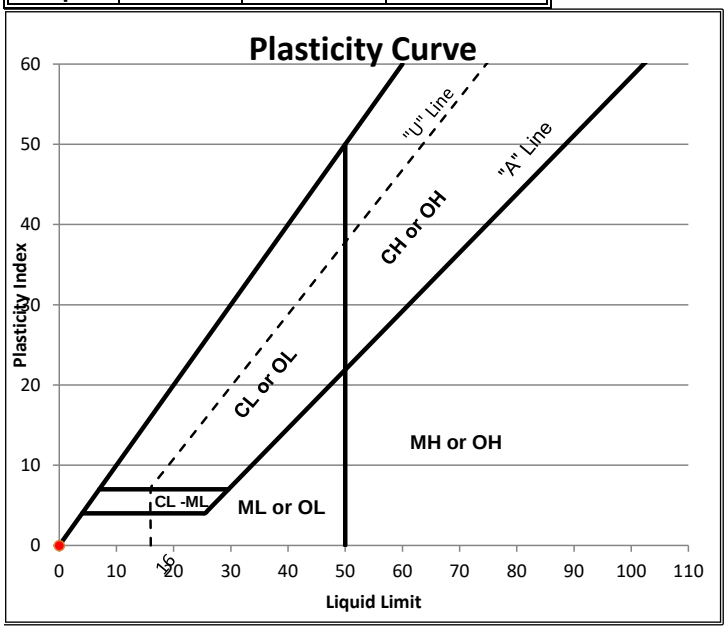
Sieve Analysis , ASTM C136 and C117

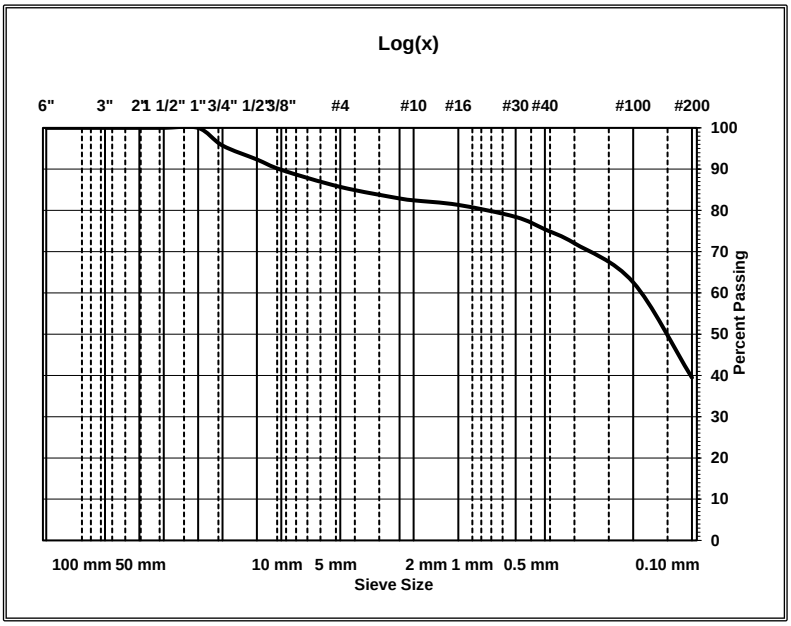
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"	100	
19 mm	3/4"	96	
12.5 mm	1/2"	92	
9.5 mm	3/8"	90	
4.75 mm	#4	86	
2.00 mm	#10	82	
1.18 mm	#16	81	
425 µm	#40	75	
300 µm	#50	72	
75 µm	#200	39.5	

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





795 East Factory Drive, St. George, UT 84790 • Phone: (435) 986-0566 • Fax: (435) 986-0568

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

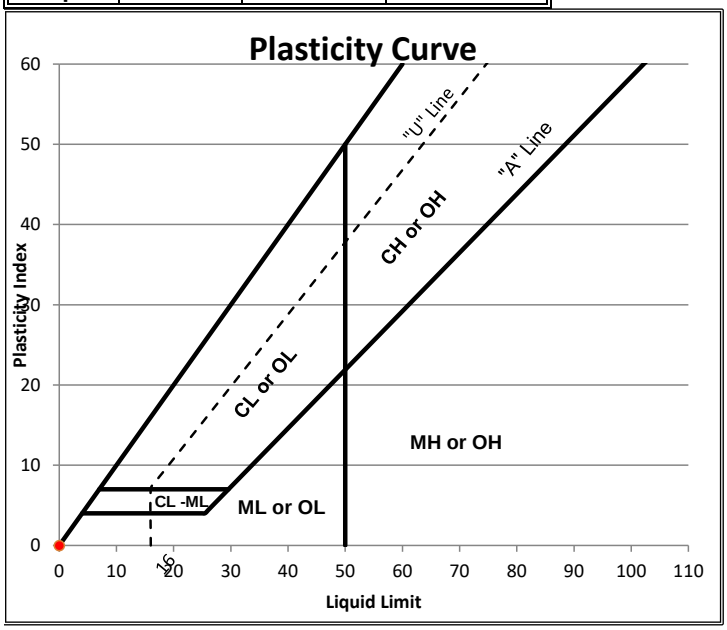
Sieve Analysis , ASTM C136 and C117

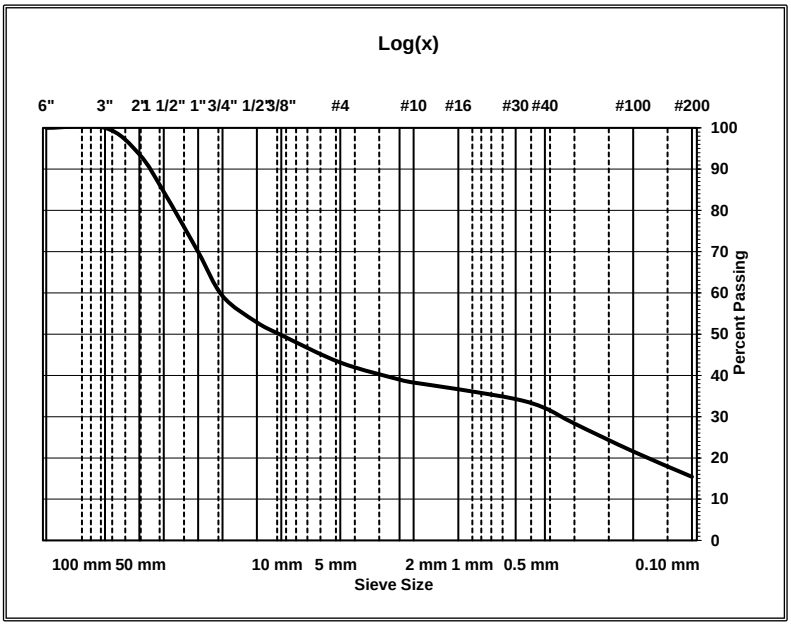
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"	100	
50 mm	2"	94	
37.5 mm	1-1/2"	85	
25 mm	1"	70	
19 mm	3/4"	59	
12.5 mm	1/2"	53	
9.5 mm	3/8"	50	
4.75 mm	#4	43	
2.00 mm	#10	38	
1.18 mm	#16	37	
425 µm	#40	32	
300 µm	#50	28	
75 µm	#200	15.4	

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





CONSTRUCTION PLANS FOR:
KOLOB VIEWS SUBDIVISION

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

PROJECT DETAILS:

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

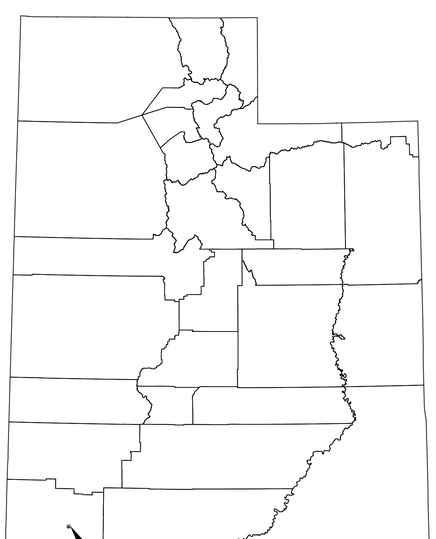
PROJECT LOCATION:
APPROX. ADDRESS:
PLAT: NORTHWEST 1/4 OF SECTION 2, SLB&M
ASSESSOR PARCEL: T-68-A-1 AND T-68-A-3 UTILITY & ACCESS EASEMENT

APPROVALS

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

N
NTS

PROJECT LOCATION



PROJECT LOCATION

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

811 Know what's below. Call before you dig.

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

PROFESSIONAL ENGINEER
06 AUGUST 2023
No. 9[illegible]084
COLT STRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

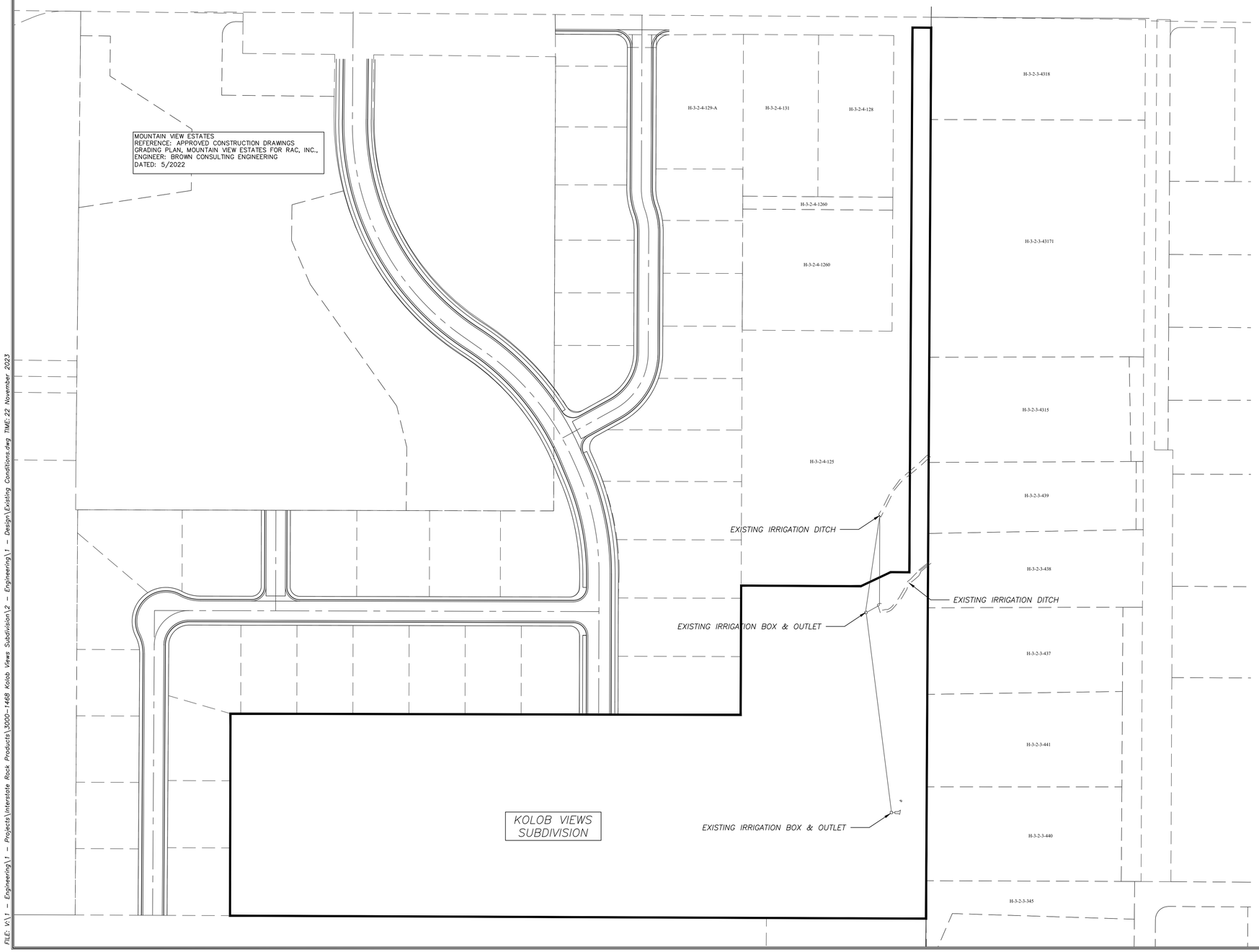
INTERSTATE ROCK PRODUCTS
COVER SHEET
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

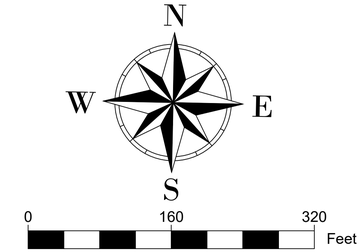
REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # C-1.0

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

EXISTING CONDITIONS:
KOLOB VIEWS SUBDIVISION





LEGEND

DEFINITION	EXISTING
HARDSCAPES/MISC.	
ASPHALT	
CONCRETE	
HISTORIC AREA / DND	
ADA RAMP	
WATERWAY	
30" CURB & GUTTER	
STREET LIGHT	SL-BOX
COMMUNICATION BOX & PEDISTAL	COM-BOX
POWER VAULT & TRANSFORMER	VAULT / TF-00KVA

INTERSTATE ROCK
CENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]084
COLT D. CRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

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

811 Know what's below. Call before you dig.

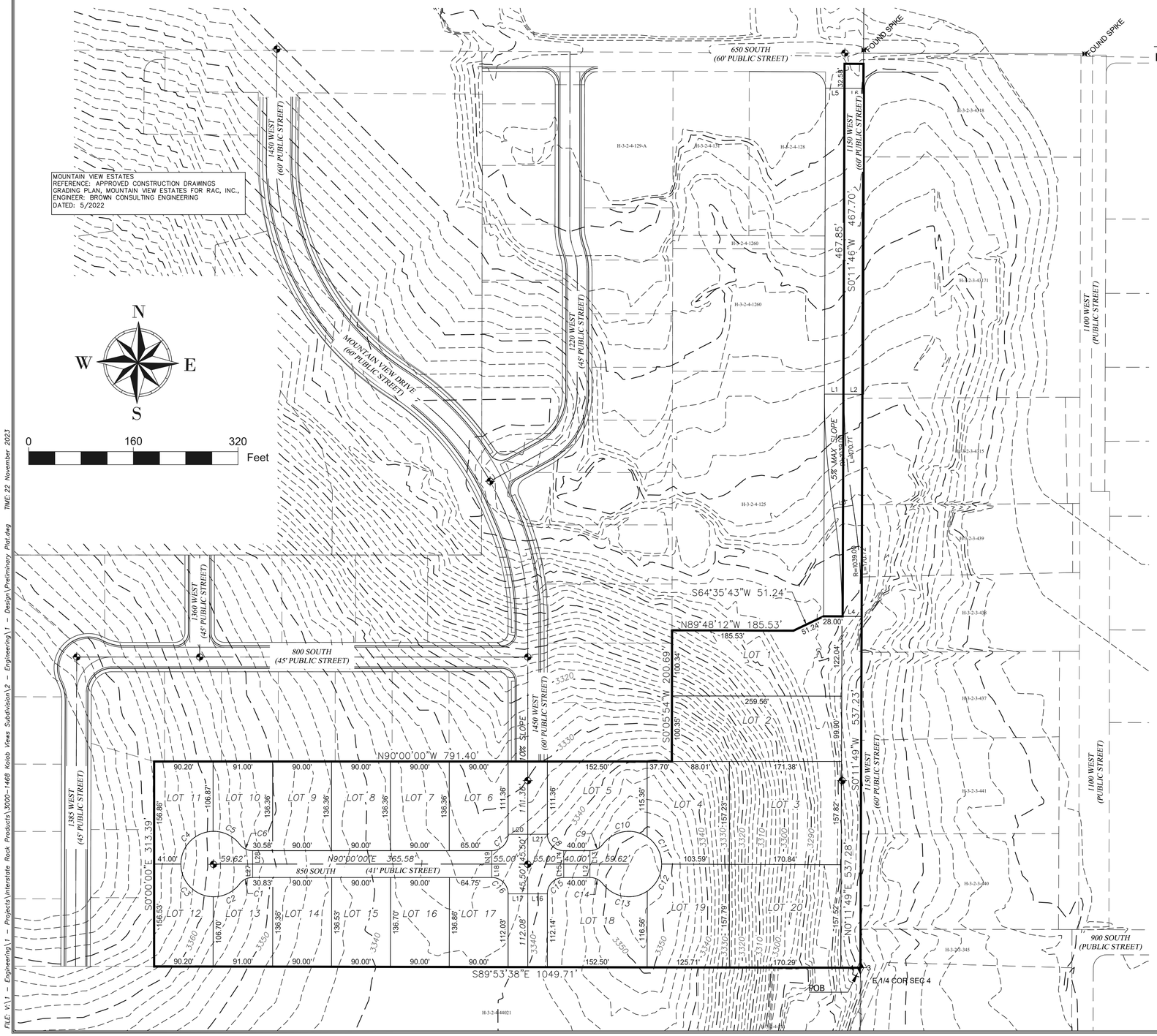
FILE: V:\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Existing Conditions.dwg TIME: 22 November 2023

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 89º53'38" WEST ALONG THE QUARTER SECTION LINE 1079.71 FEET; THENCE NORTH 0º00'00" EAST 313.39 FEET; THENCE NORTH 90º00'00" EAST 791.40 FEET; THENCE NORTH 0º05'54" EAST 200.69 FEET; THENCE SOUTH 89º48'12" EAST 185.53 FEET; THENCE NORTH 64º35'43" EAST 51.24 FEET; THENCE SOUTH 89º48'12" EAST 29.00 FEET; THENCE NORTH 0º11'48" EAST 845.17 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 650 SOUTH STREET; THENCE SOUTH 89º43'30" EAST, ALONG SAID RIGHT OF WAY LINE, 29.00 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE SOUTH 0º11'48" WEST, ALONG THE SECTION LINE, 1382.36 FEET TO THE POINT OF BEGINNING.

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



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	N63º 40' 28"E	22.17
C2	46.55	50.00	53.34	N64º 01' 06"E	44.88
C3	77.94	50.00	89.31	S44º 39' 21"E	70.28
C4	77.74	50.00	89.08	S44º 32' 32"W	70.14
C5	46.75	50.00	53.57	N64º 07' 56"W	45.06
C6	22.97	25.00	52.65	N63º 40' 28"W	22.17
C7	39.27	25.00	90.00	S45º 00' 00"W	35.36
C8	39.27	25.00	90.00	N45º 00' 00"W	35.36
C9	22.97	25.00	52.65	S63º 40' 28"W	22.17
C10	75.52	50.00	86.54	S80º 37' 07"W	68.54
C11	48.98	50.00	56.12	N28º 02' 58"W	47.04
C12	48.70	50.00	55.80	N27º 54' 48"E	46.79
C13	75.78	50.00	86.84	S80º 46' 03"E	68.73
C14	22.97	25.00	52.65	S63º 40' 28"E	22.17
C15	39.27	25.00	90.00	N45º 00' 00"E	35.36
C16	39.27	25.00	90.00	S45º 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

Know what's below. Call before you dig.

INTERSTATE ROCK
CENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]084
COLTON BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

INTERSTATE ROCK PRODUCTS
PRELIMINARY PLAT
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

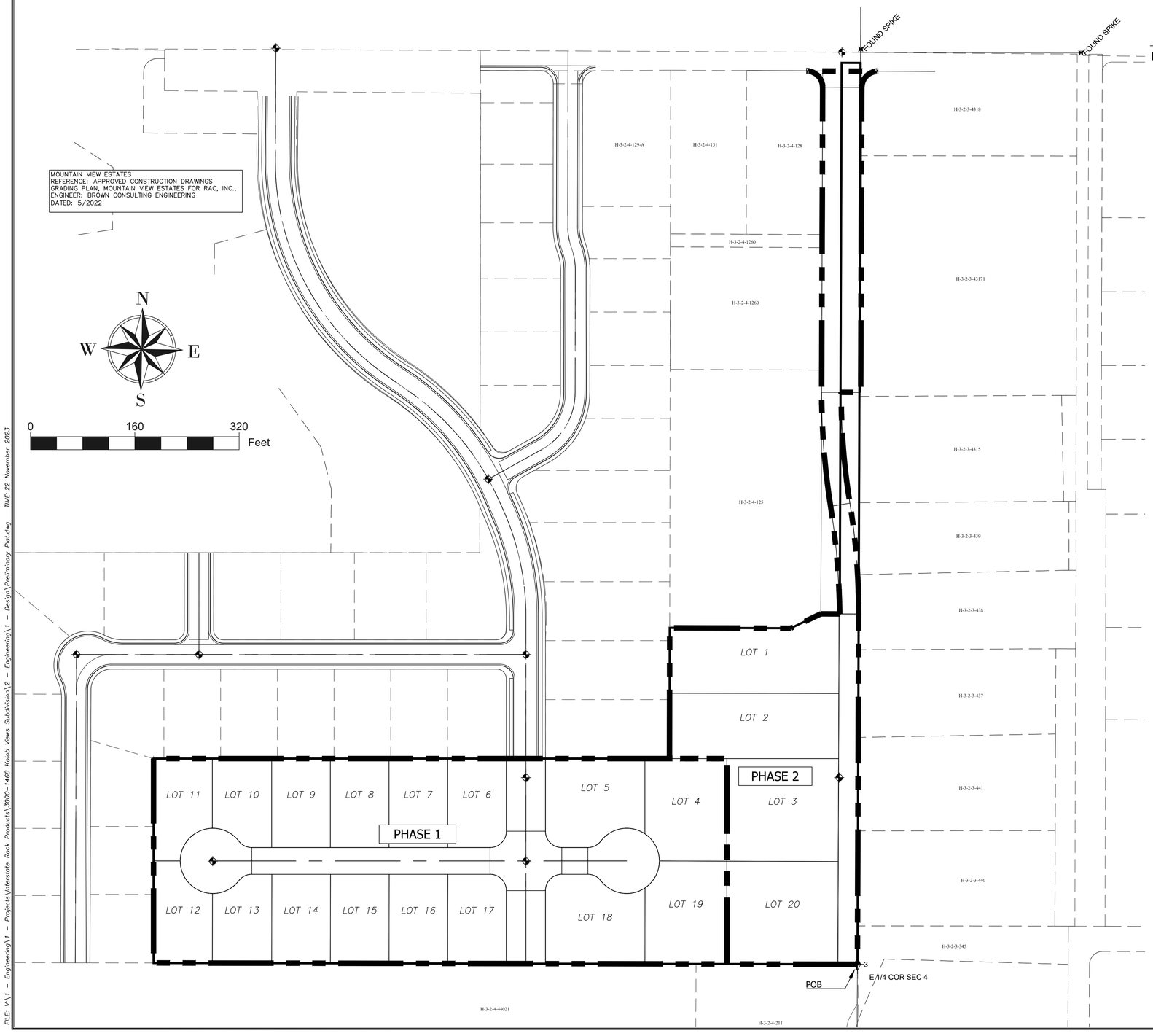
REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # C-4.0

FILE: \\:\1 – Engineering\1 – Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 – Engineering\1 – Design\Preliminary Plat.dwg TIME: 22 November 2023

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

811 Know what's below. Call before you dig.

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

PROFESSIONAL ENGINEER
06 AUGUST 2023
No. 9[illegible]084
COLTON BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

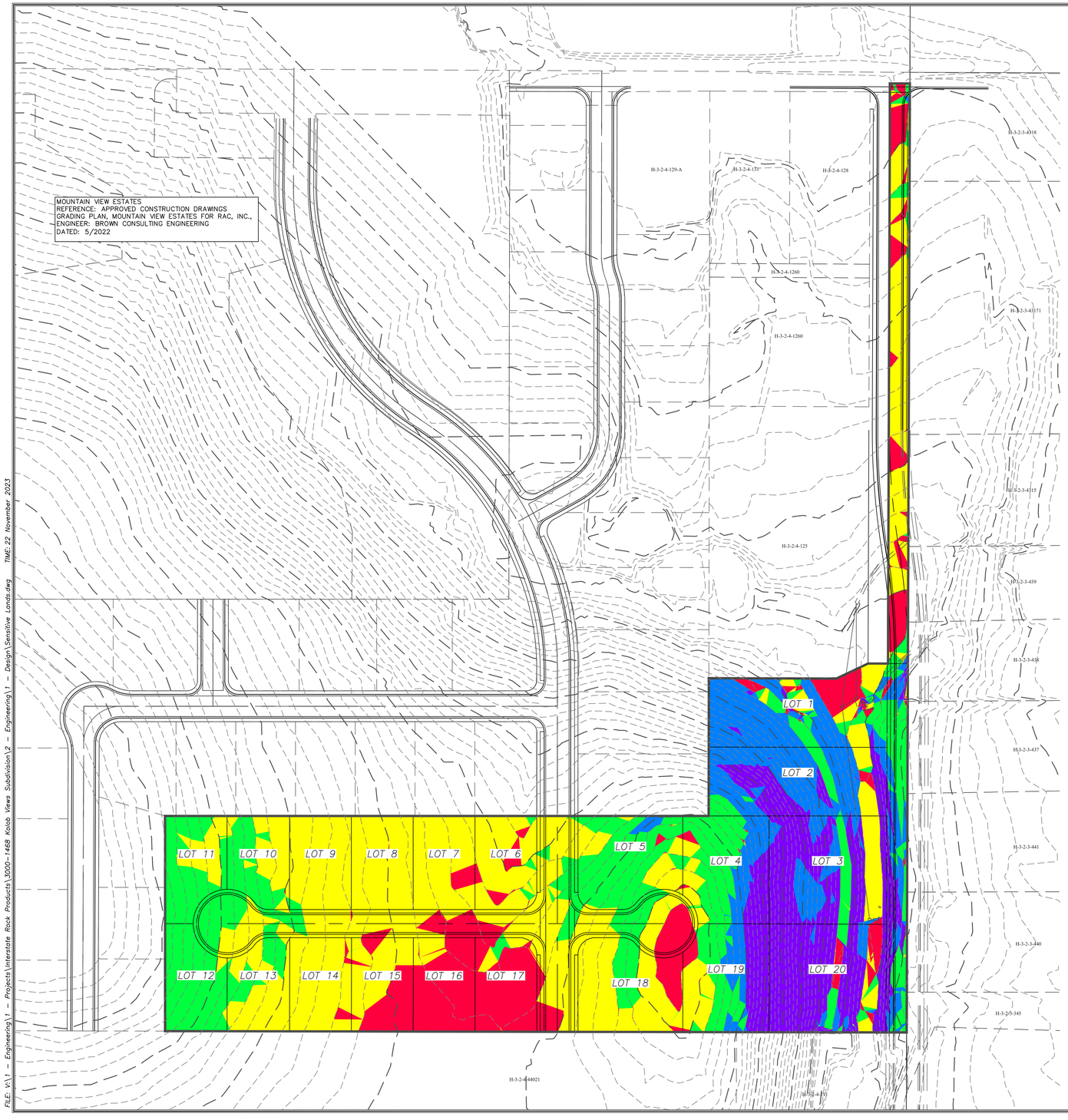
DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

INTERSTATE ROCK PRODUCTS
PHASE MAP
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

DATE 11"=80'/2023
PROJ. # 3000-1468
PAGE # C-4.1

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



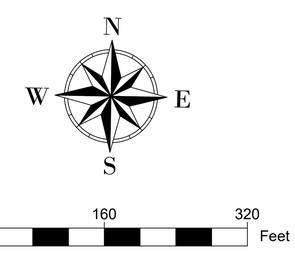
NOTES

1. GRADING PLAN FOR MOUNTAIN VIEW ESTATES IS SHOWN FOR REFERENCE ONLY. REFERENCE OVERLAY FROM APPROVED CONSTRUCTION DRAWINGS, GRADING PLAN DATED 05-2022 AS DESIGNED BY BROWN CONSULTING ENGINEERS.
2. COLOR GRADATIONS REPRESENT AREAS THAT MEET HURRICANE CITY'S DEFINITION FOR SENSITIVE LANDS. CHANGE IN ELEVATION WHICH IS EQUAL TO OR GREATER THAN 10 % FOR A DISTANCE OF 100 FEET OR MORE ARE SHOWN. REFERENCE HURRICANE CITY ORDINANCE SEC. 10-24-2.
3. VERTICAL PROFILE FOR MOUNTAIN VIEW DR, AS PRESENTED AND APPROVED WITH MOUNTAIN VIEW ESTATES SUBDIVISION, TERMINATES AT THE NORTH PROPERTY LINE OF ZION VIEWS SUBDIVISION APPROXIMATELY 6 VERTICAL FEET BELOW EXISTING GRADE AND AN APPROACH GRADE OF 10%.
4. MAINTAINING THE ESTABLISHED GRADE FOR MOUNTAIN VIEW DRIVE RESULTS IN SIGNIFICANT IMPACTS ON TERRAIN LOCATED WITHIN THE SENSITIVE LANDS ZONE BETWEEN 1100 WEST AND MOUNTAIN VIEW DRIVE.
5. RIGHT-OF-WAY FOR 1150 WEST IS ESTABLISHED AT 58-FEET. WIDTH TRANSITIONS THROUGH THE HORIZONTAL CURVE TO A WIDTH OF 45-FEET.

PROPERTY CHARACTERISTICS

1. RATIO OF SLOPES GREATER THAN TEN PERCENT:

TOTAL PROPERTY AREA INCLUDING OWNED PROPERTY WITHIN THE 1100 WEST CORRIDOR	9.73 ACRES
TOTAL AREA WITH EXISTING SLOPES GREATER THAN 10%	4.57 ACRES
TOTAL AREA WITH EXISTING SLOPES GREATER THAN 20%	2.38 ACRES
TOTAL AREA WITH EXISTING SLOPES GREATER THAN 30%	1.25 ACRES



Slopes and Area Table for Project Site

Number	Minimum Slope	Maximum Slope	Color	Area (acre)
1	0.00%	5.00%		1.28
2	5.00%	10.00%		3.88
3	10.00%	20.00%		2.19
4	20.00%	30.00%		1.13
5	30.00%	260.91%		1.25

811 Know what's below. Call before you dig.

INTERSTATE ROCK
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]0084
COLTON CRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

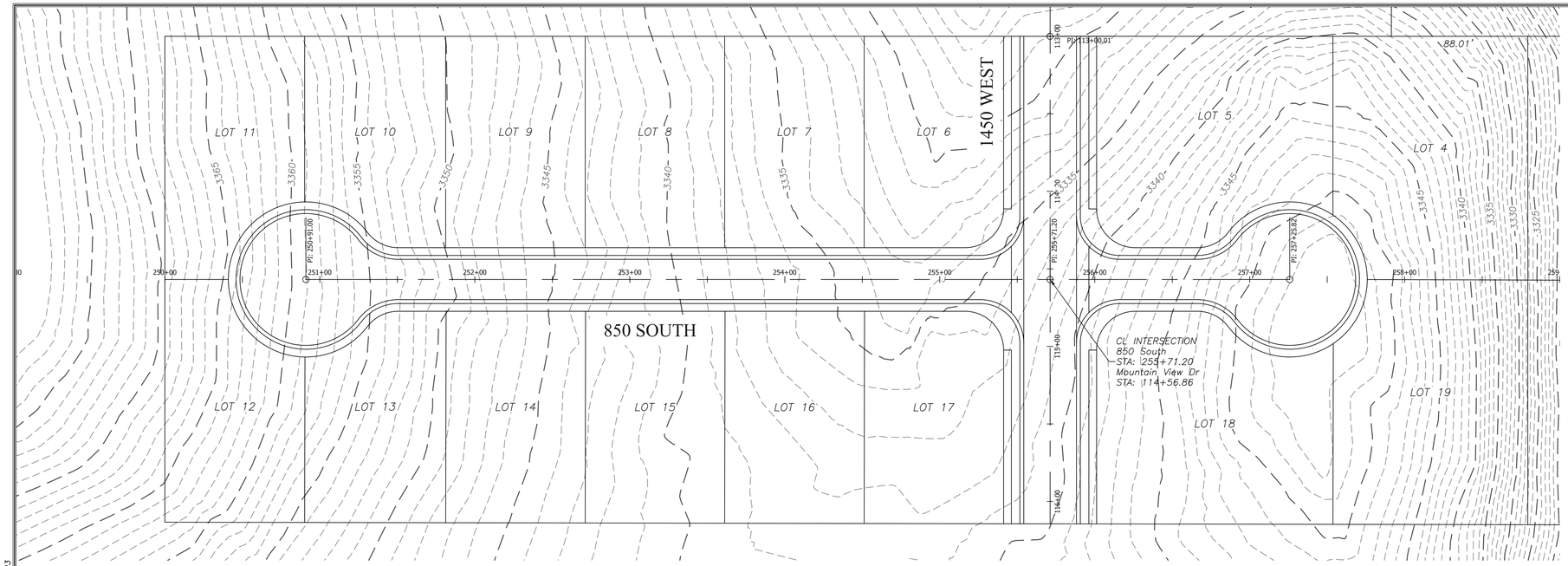
DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

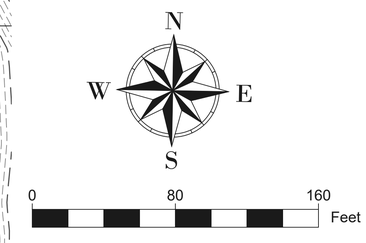
INTERSTATE ROCK PRODUCTS
SENSITIVE LANDS
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # C-7.1

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

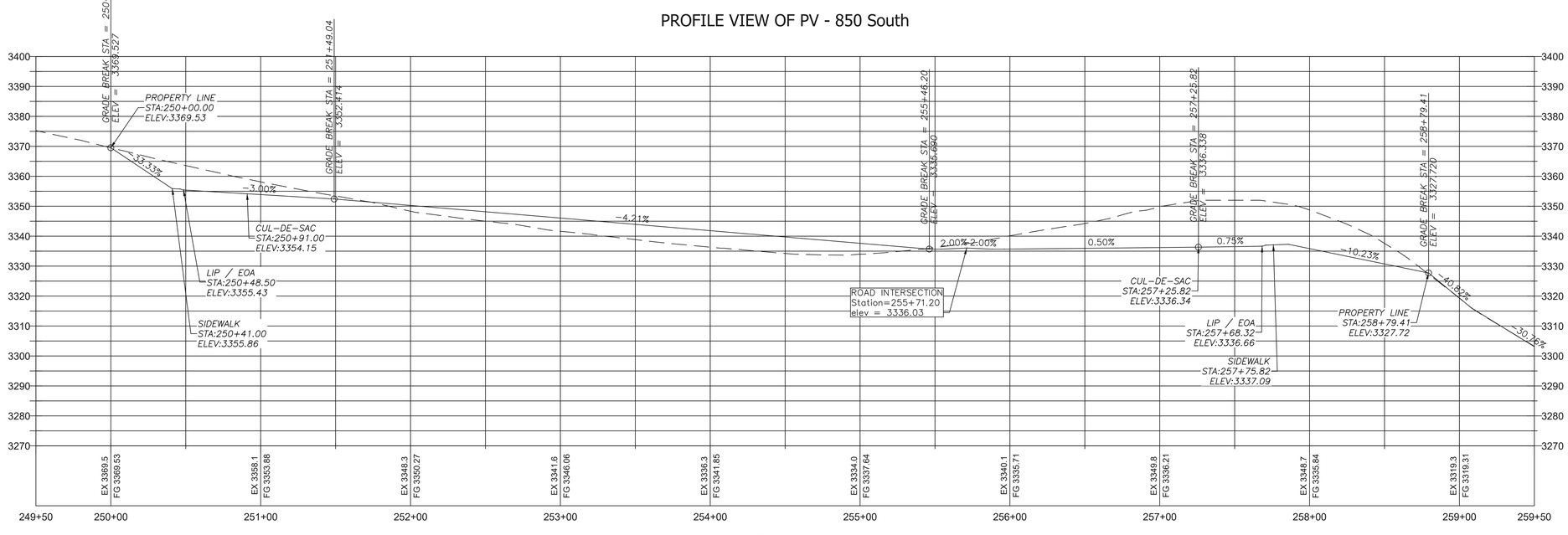




LEGEND

DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

NOTE: CONTOURS 2 & 10



HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGERATION: 2.0

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

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]084
COLT D. CRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

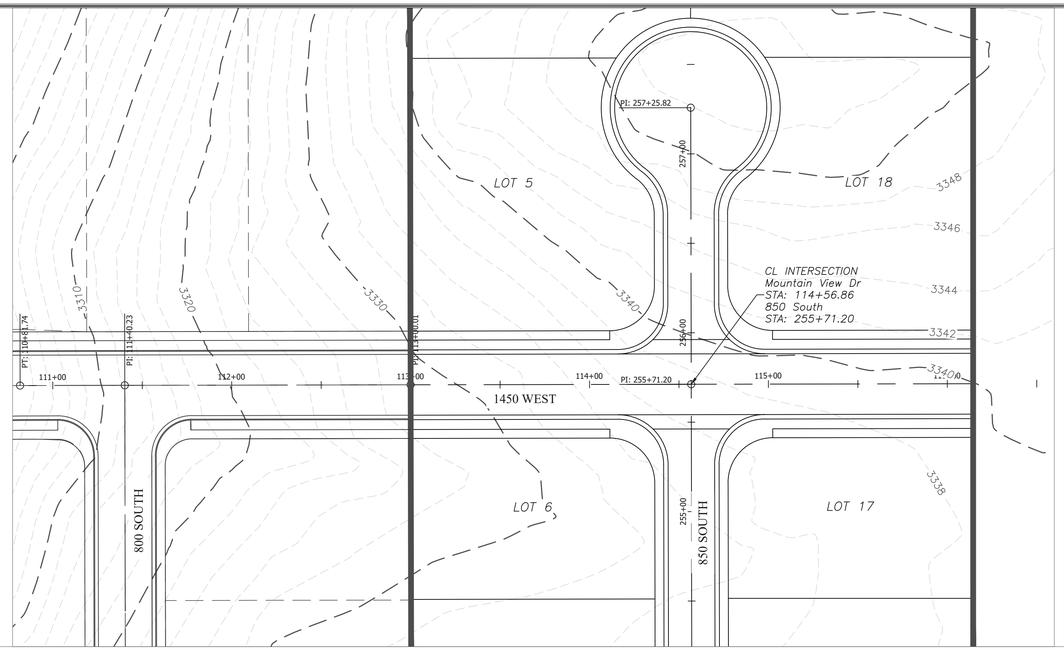
INTERSTATE ROCK PRODUCTS
PLAN & PROFILE 850 SOUTH
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

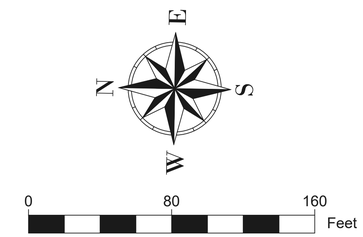
REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-1

811 Know what's below. Call before you dig.

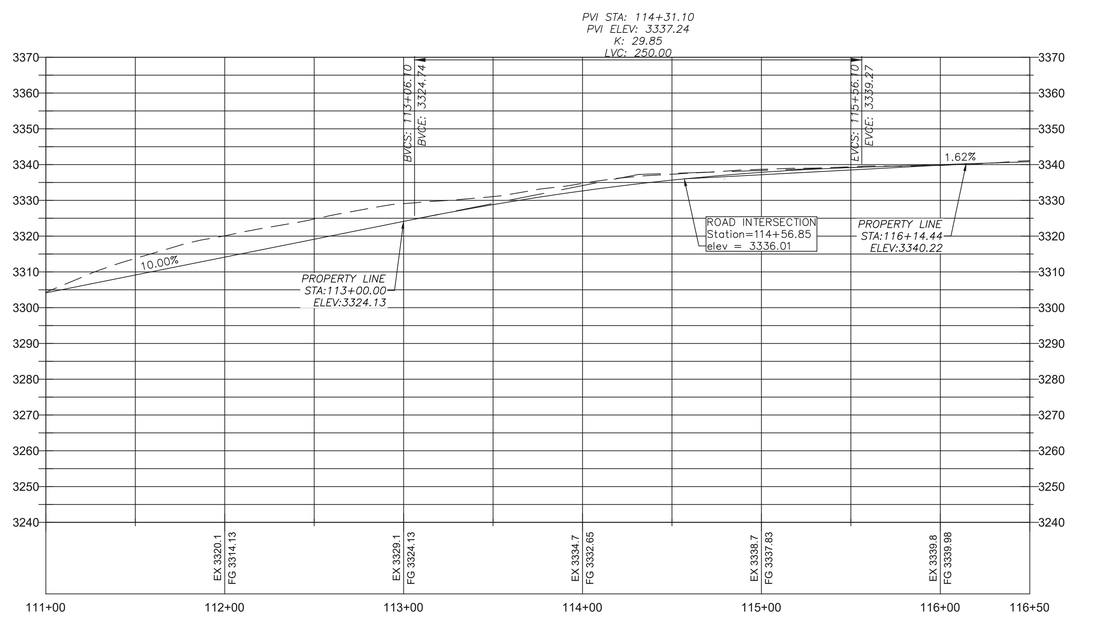
FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 850 South.dwg TIME: 22 November 2023





LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

NOTE: CONTOURS 2 & 10



PV - Mountain View Dr
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGERATION: 2.0

INTERSTATE ROCK

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

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]084
COLT DERATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

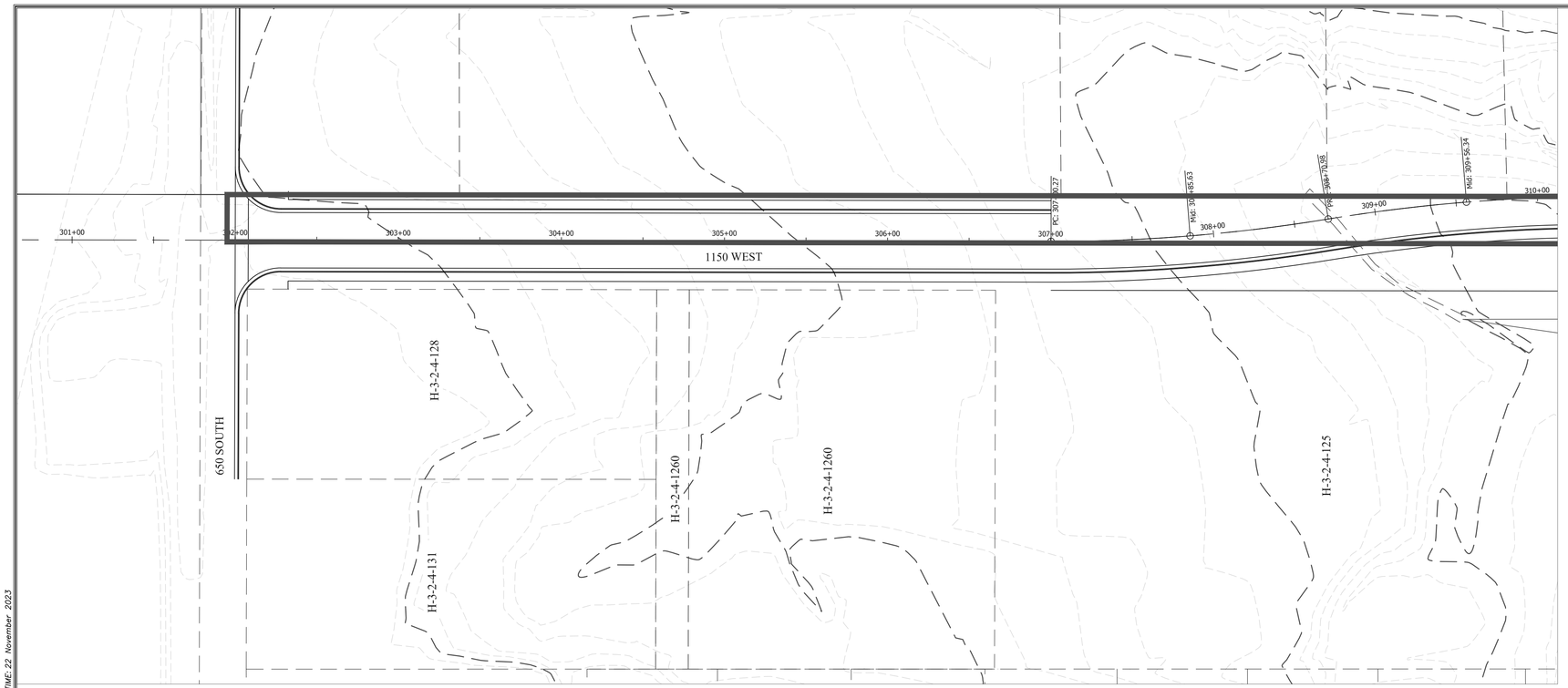
INTERSTATE ROCK PRODUCTS
PLAN & PROFILE 1450 WEST
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

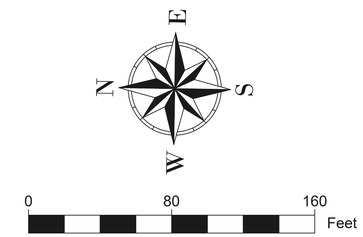
REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-2

811 Know what's below. Call before you dig.

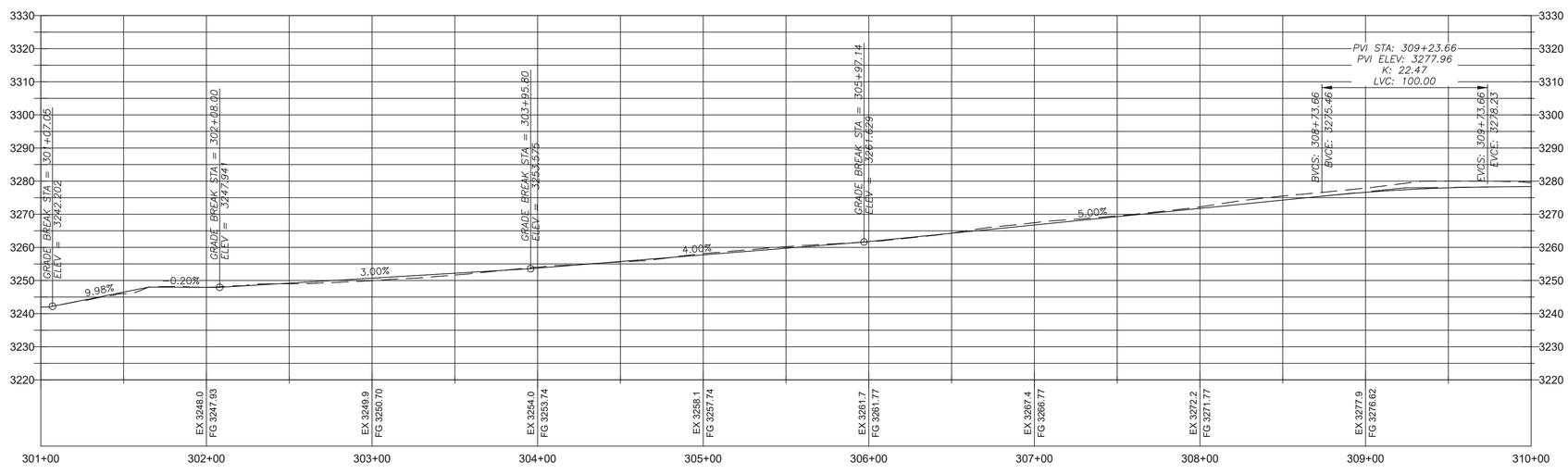
FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1450 West.dwg TIME: 22 November 2023





LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

NOTE: CONTOURS 2 & 10



PV - 1150 South - Sta 301+00 to 310+00
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGERATION: 2.0

INTERSTATE ROCK
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]084
COLTON BRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

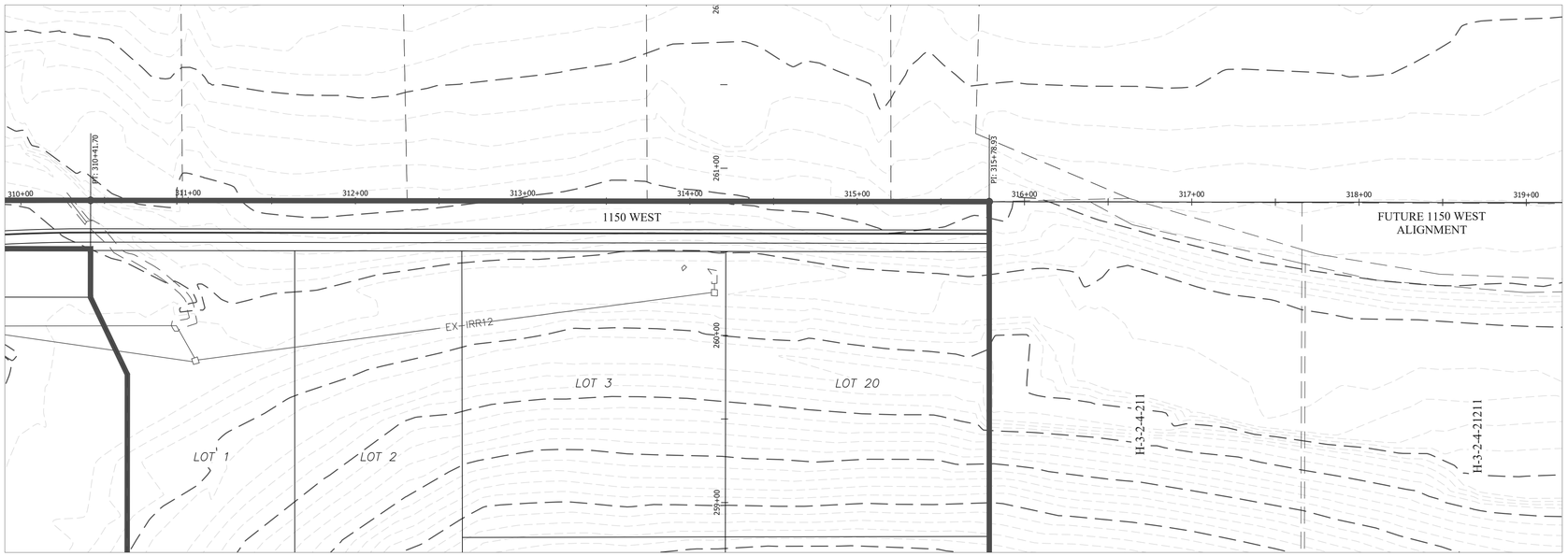
INTERSTATE ROCK PRODUCTS
PLAN & PROFILE 1150 WEST
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

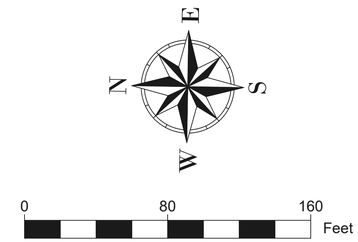
REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-3

811 Know what's below. Call before you dig.

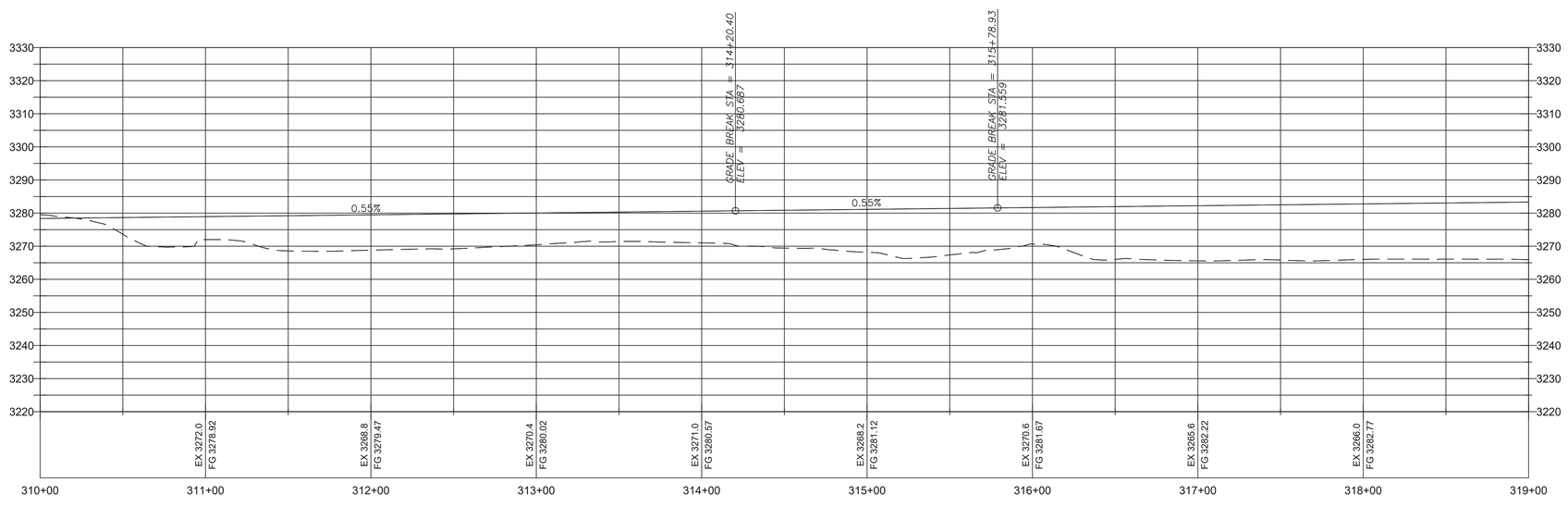
FILE: V:\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg TIME: 22 November 2023





LEGEND

DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		



PV - 1150 South - Sta 310+00 to 316+00
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGERATION: 2.0

Know what's below. Call before you dig.

INTERSTATE ROCK
CENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2023
No. 9[illegible]084
COLT D. CRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

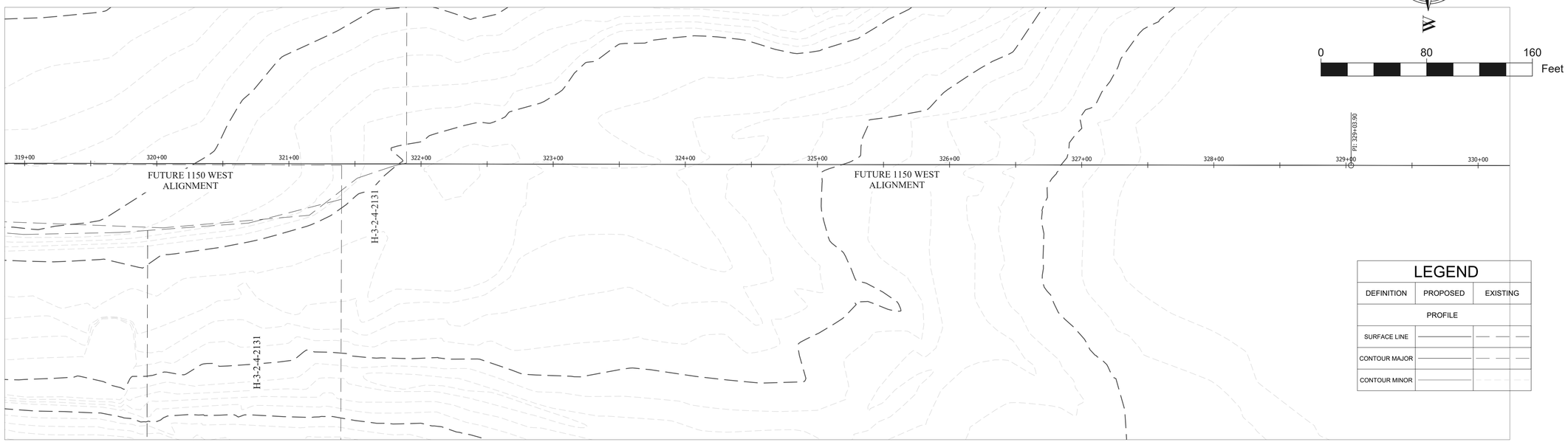
DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

INTERSTATE ROCK PRODUCTS
PLAN & PROFILE 1150 WEST
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

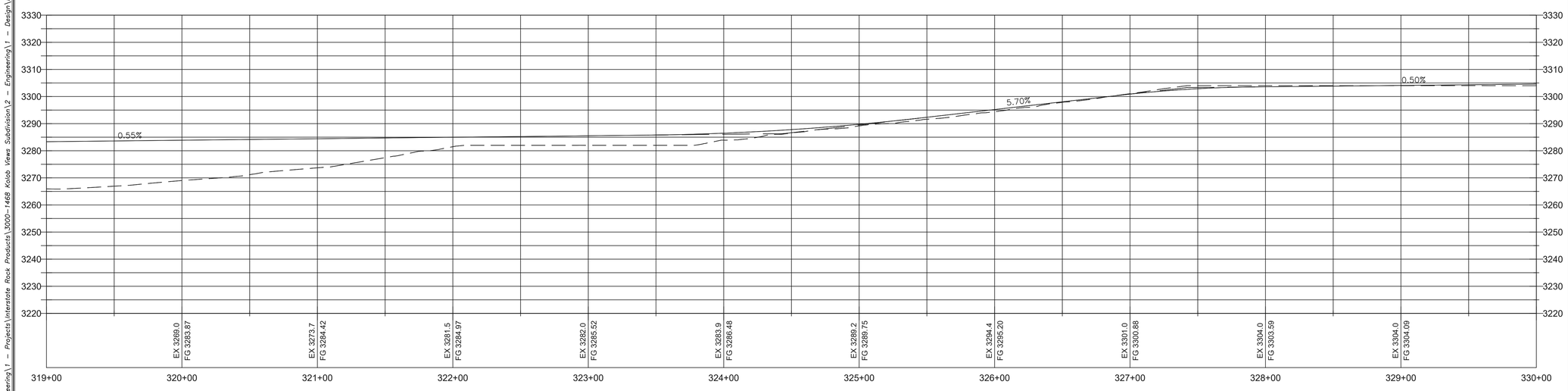
REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-3.1

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		



PV - 1150 South - Sta 310+00 to 316+00 (1)
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGERATION: 2.0

Know what's below. Call before you dig.

INTERSTATE ROCK

GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 650 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
06 AUGUST 2021
No. 9[illegible]084
COLT D. CRATTON
STATE OF UTAH
NOT FOR CONSTRUCTION

DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

INTERSTATE ROCK PRODUCTS
PLAN & PROFILE 1150 WEST
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-3.2

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

Drainage Report

Report November 2023

KOLOB VIEWS SUBDIVISION

HURRICANE CITY, UTAH

PROFESSIONAL ENGINEER
12/01/2023
No. 9446984
COLT D. STRATTON
STATE OF 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_&_aerials

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).

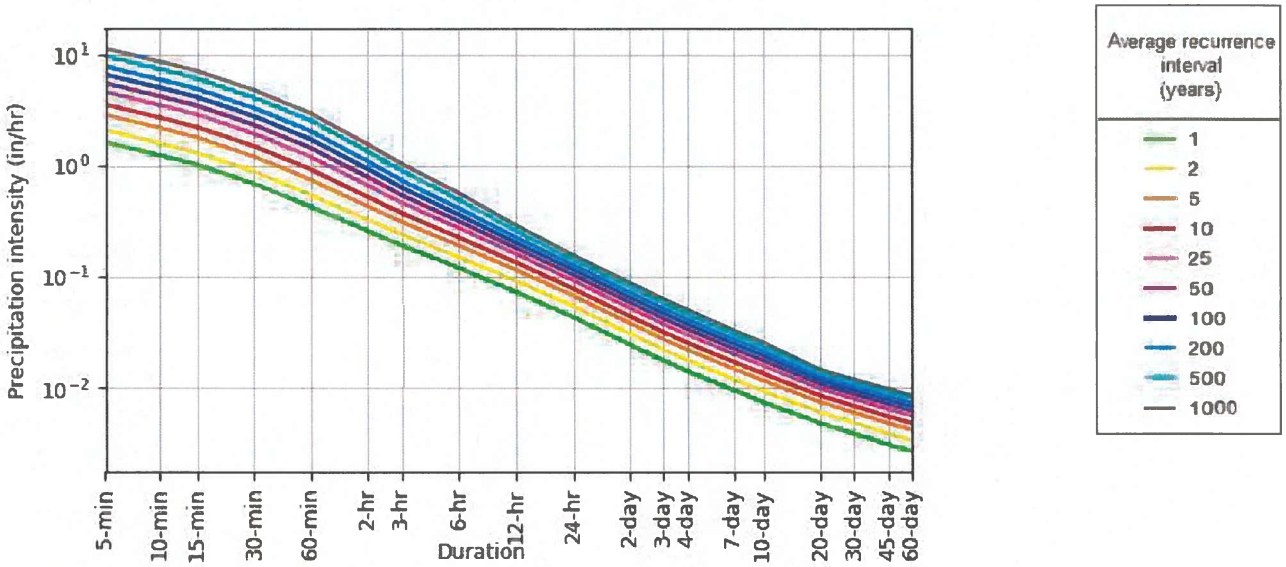
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

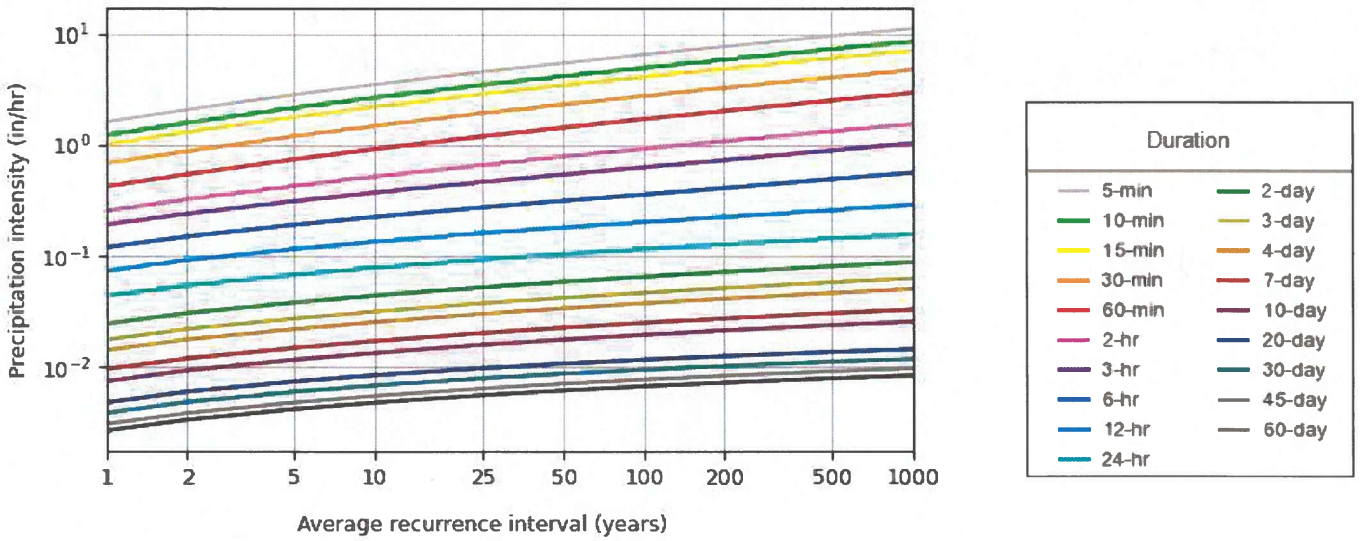
Please refer to NOAA Atlas 14 document for more information.

Back to Top

PF graphical

PDS-based intensity-duration-frequency (IDF) curves
Latitude: 37.1641°, Longitude: -113.3112°





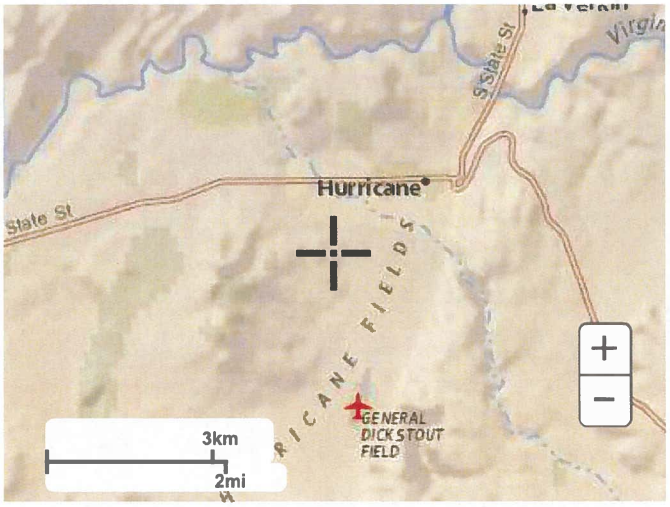
NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Thu Oct 19 15:23:35 2023

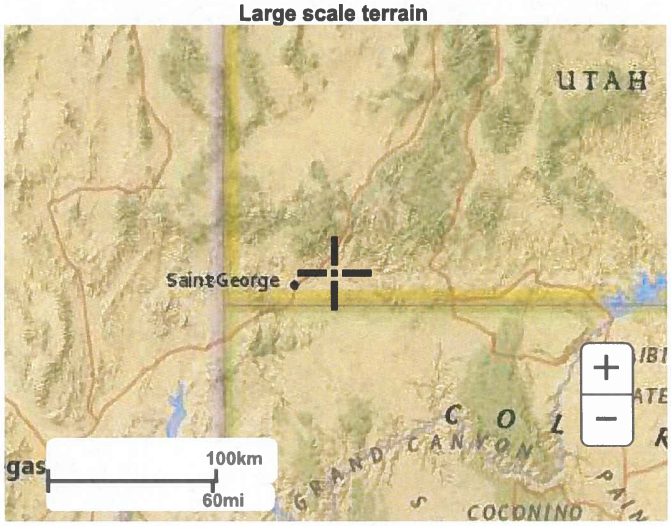
Back to Top

Maps & aerials

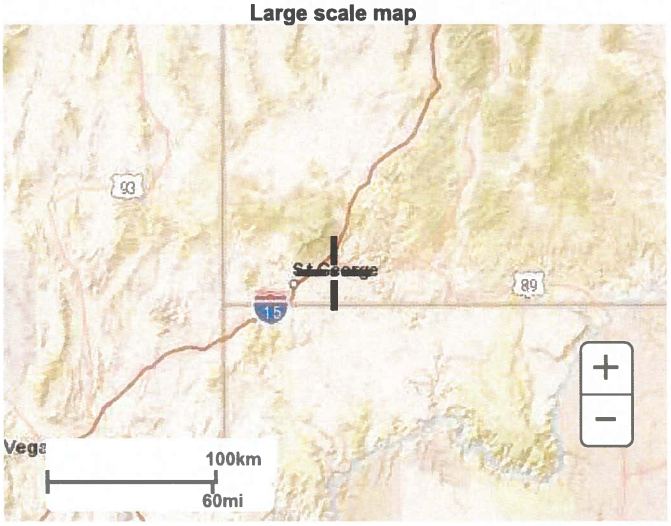
Small scale terrain



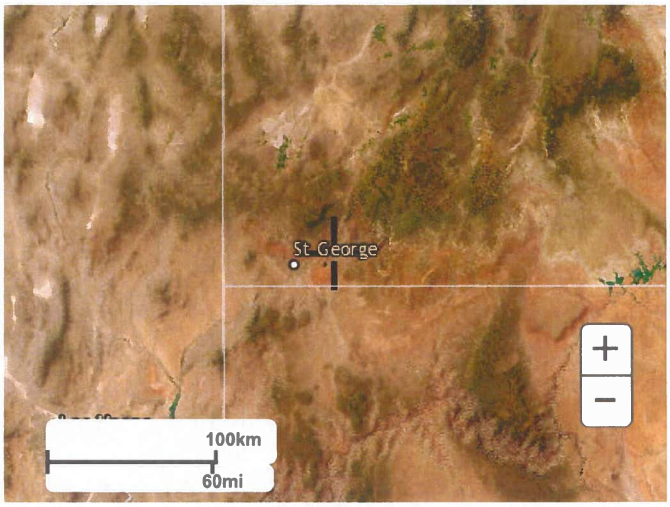
Large scale terrain



Large scale map



Large scale aerial



Back to Top

US Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
National Water Center
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

Disclaimer

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_&_aerials

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).

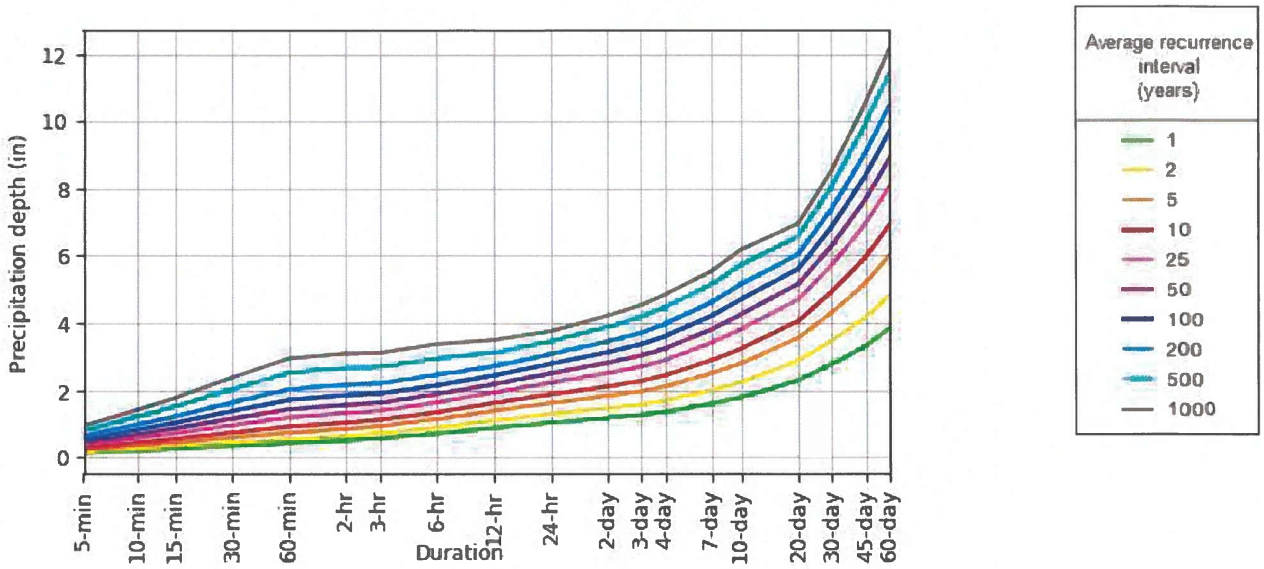
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

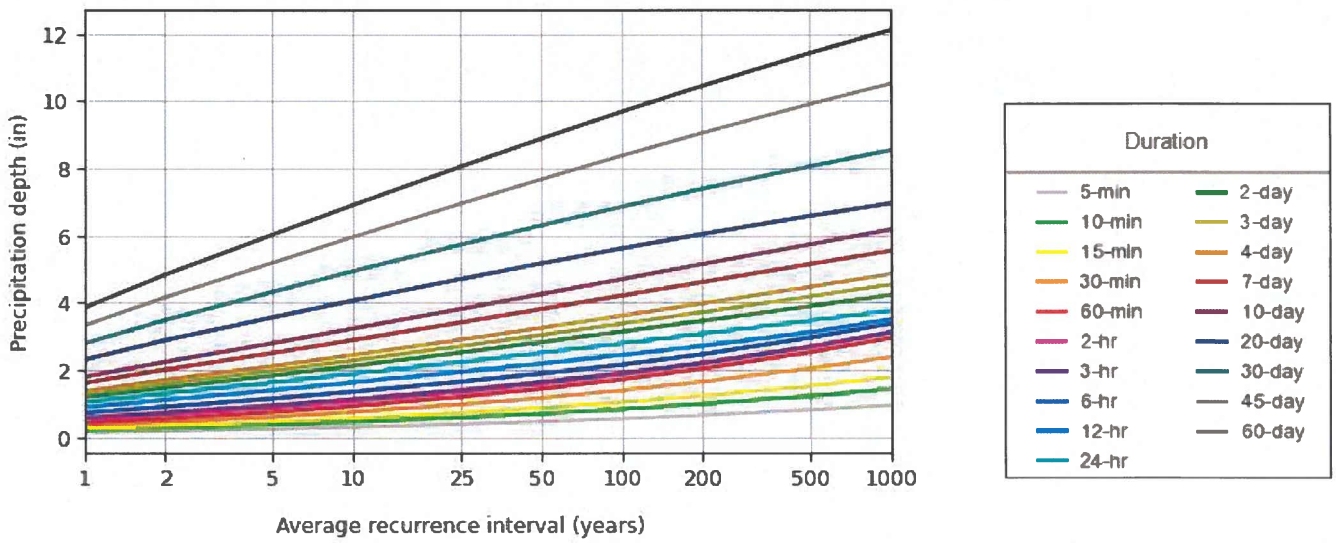
Please refer to NOAA Atlas 14 document for more information.

Back to Top

PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 37.1641°, Longitude: -113.3112°



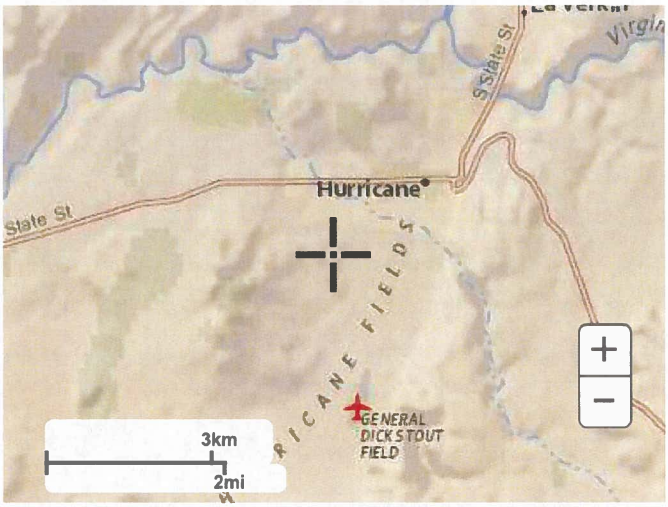


NOAA Atlas 14, Volume 1, Version 5 Created (GMT): Thu Oct 19 15:23:11 2023

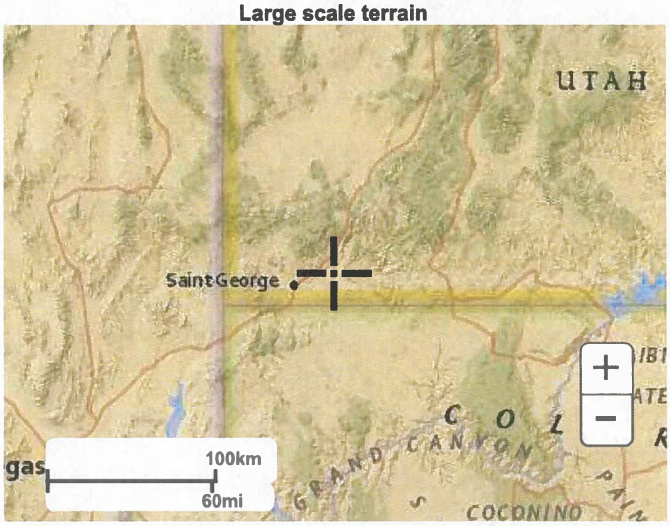
Back to Top

Maps & aerials

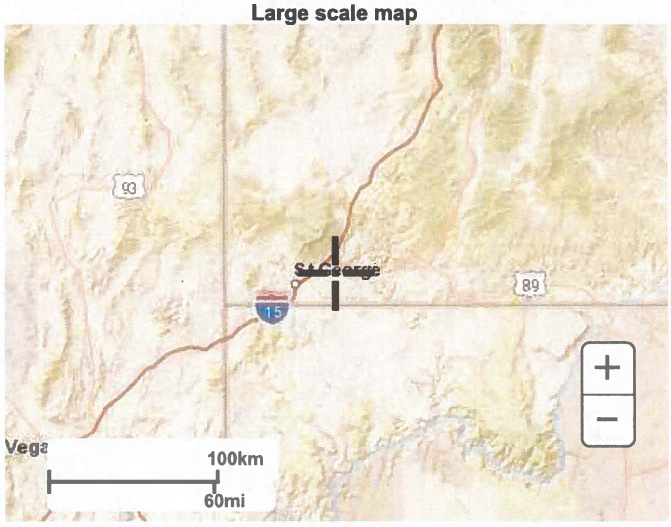
Small scale terrain



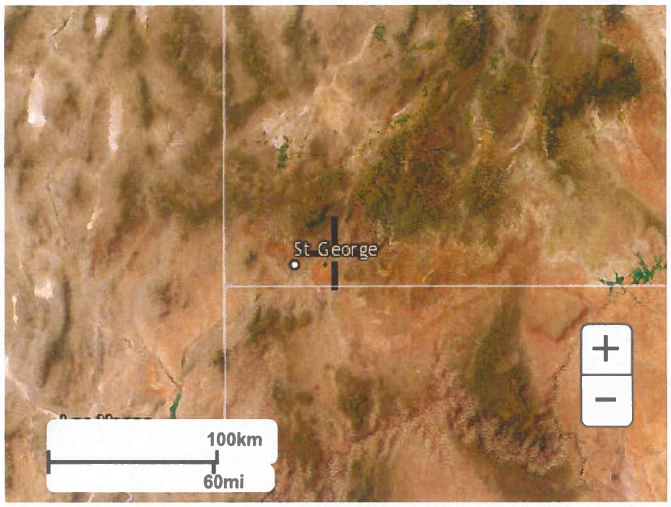
Large scale terrain



Large scale map



Large scale aerial



Back to Top

US Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
National Water Center
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

Disclaimer

APPENDIX B:

NRCS Soil Classification Data

United States Department of Agriculture

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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

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

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 Scale: 1:3,100 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 45 90 180 270

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

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
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

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.

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

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

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

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

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.

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.

Custom Soil Resource Report
Map—Hydrologic Soil Group (Kolob View Subdivision)

Map Scale: 1:3,100 if printed on A portrait (8.5" x 11") sheet.

Meters: 0 45 90 180 270

Feet: 0 150 300 600 900

N

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features

Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

Aerial Photography

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.

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=stelprdb1043084

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

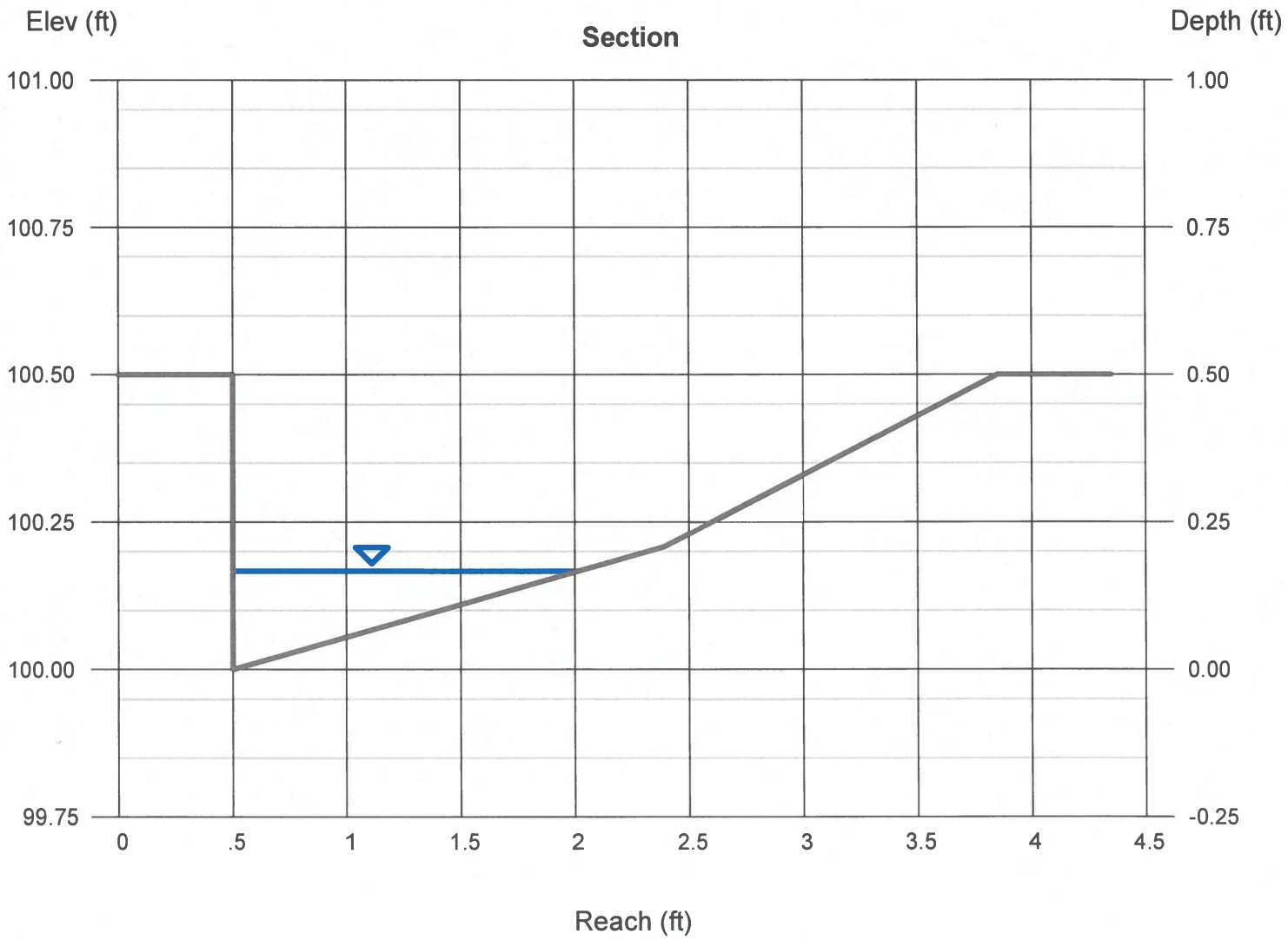
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 10.00
N-Value	= 0.160

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

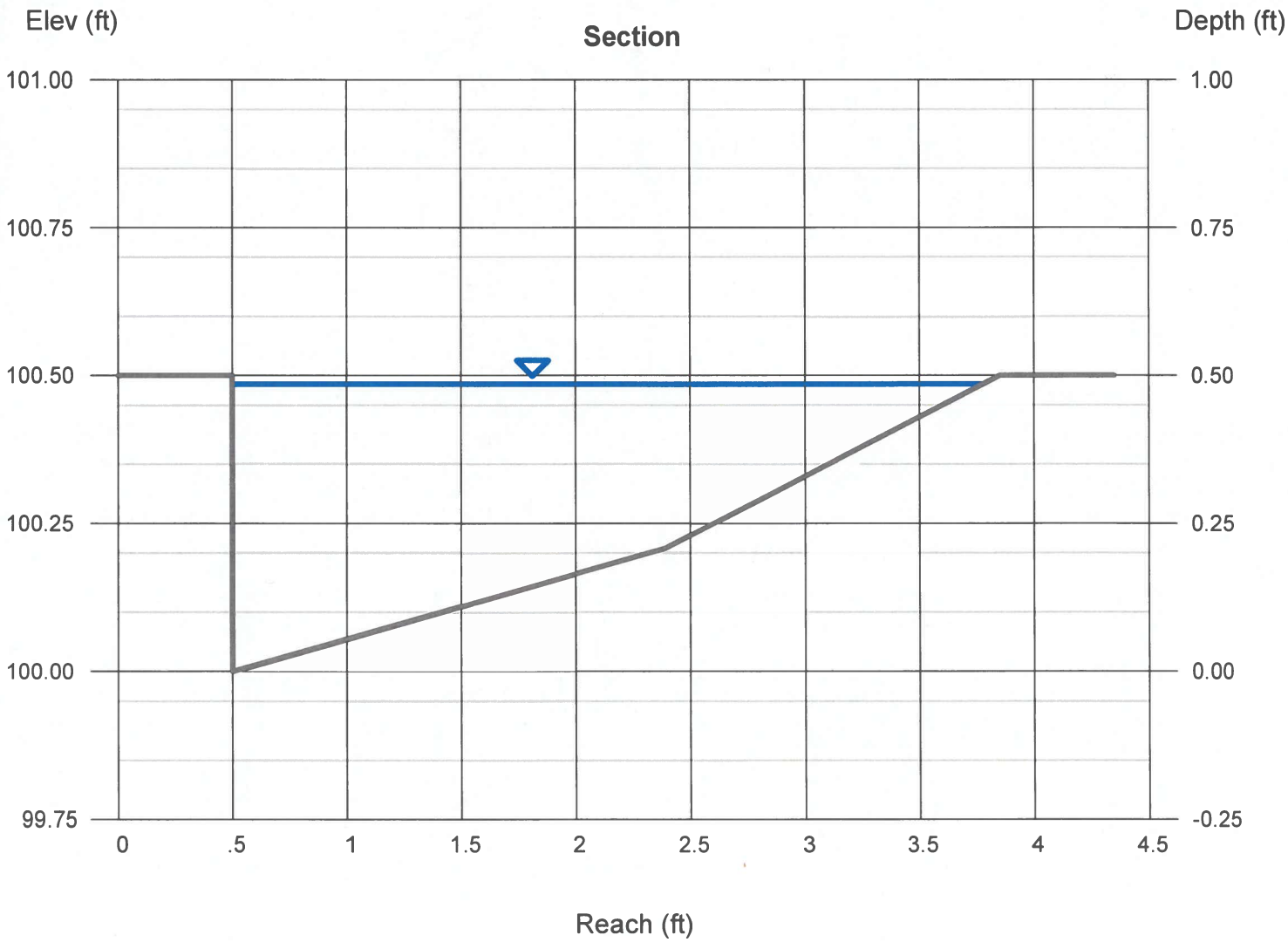
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 10.00
N-Value	= 0.160

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.31

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



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

Bsin 1 @ 3% Grade

Gutter

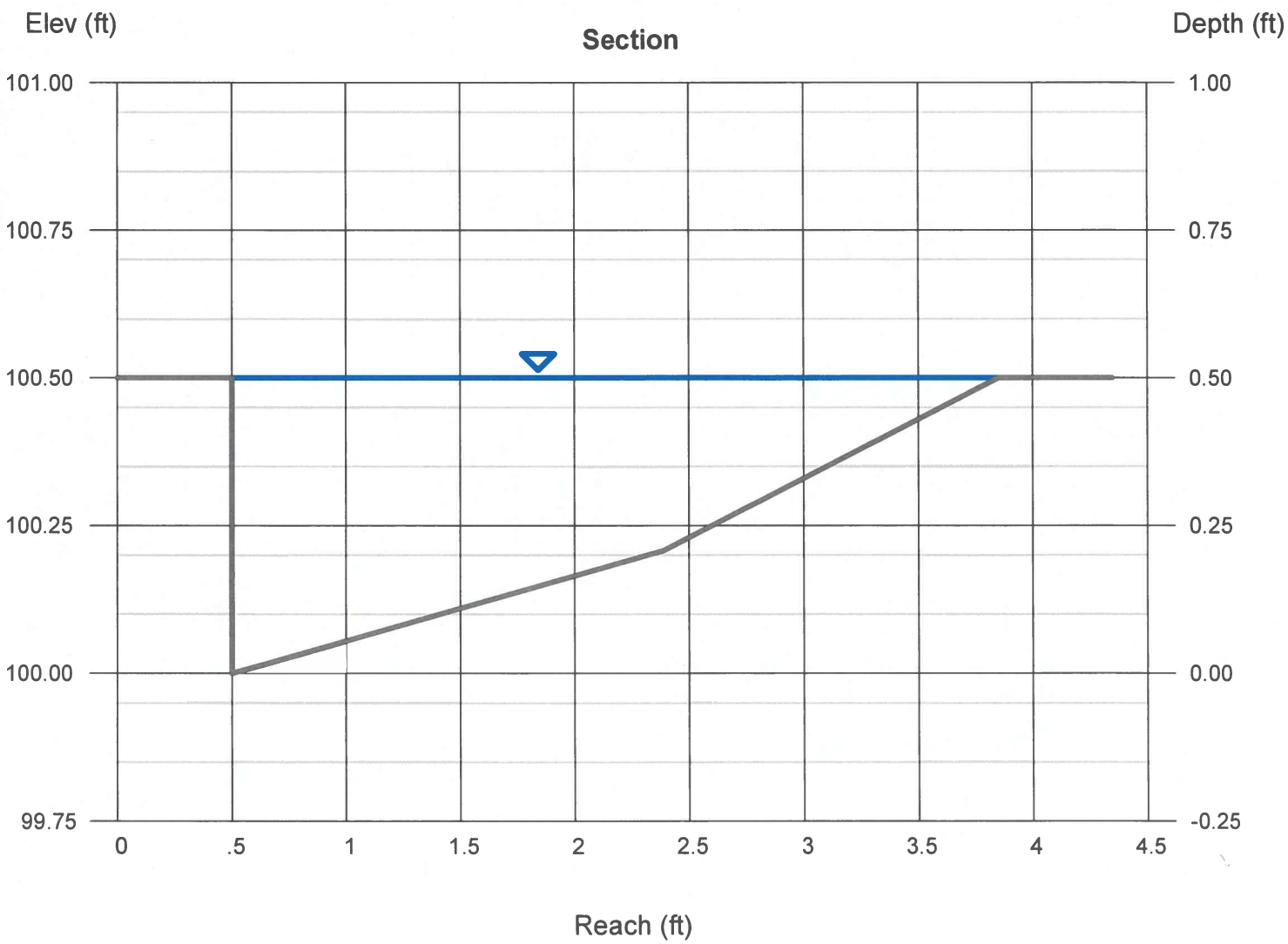
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 3.00
N-Value	= 0.160

Calculations

Compute by:	Q vs Depth
No. Increments	= 1

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



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

Bsin 1 @ 1.5% Grade

Gutter

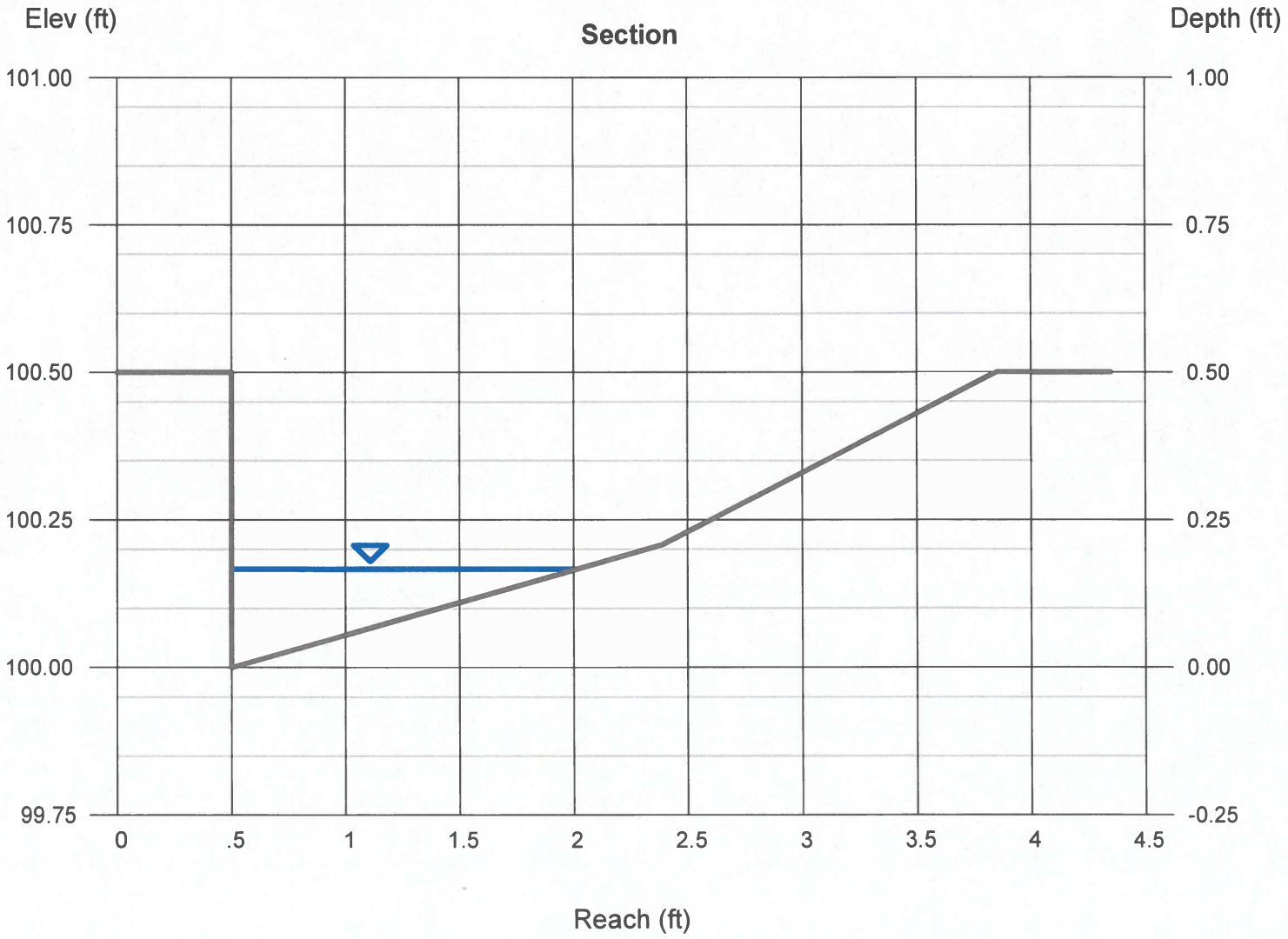
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 1.50
N-Value	= 0.160

Calculations

Compute by:	Q vs Depth
No. Increments	= 3

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



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

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

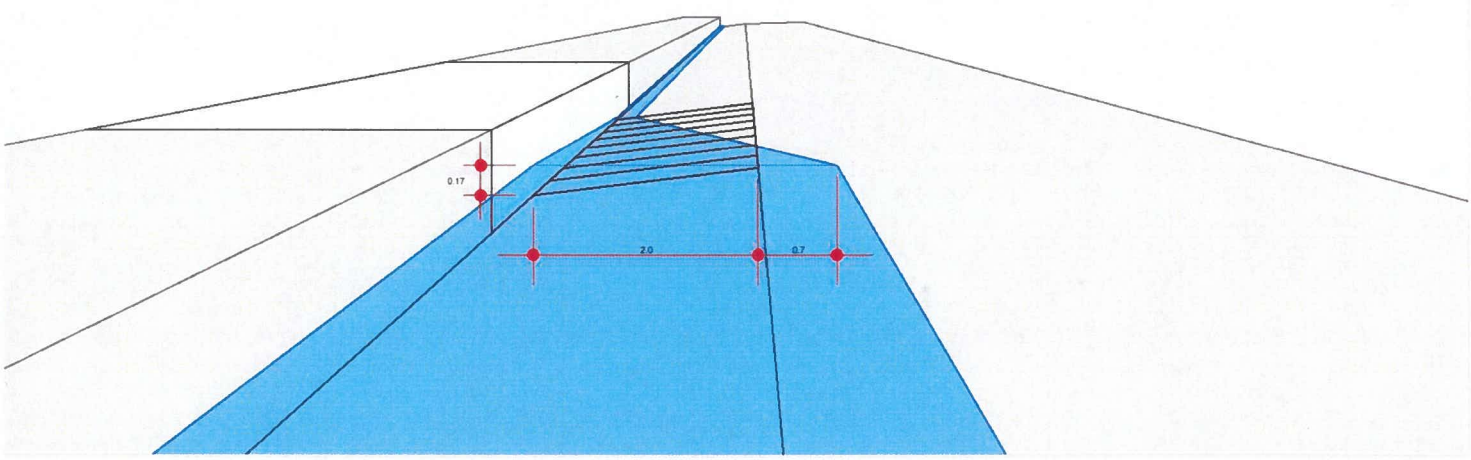
Calculations

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

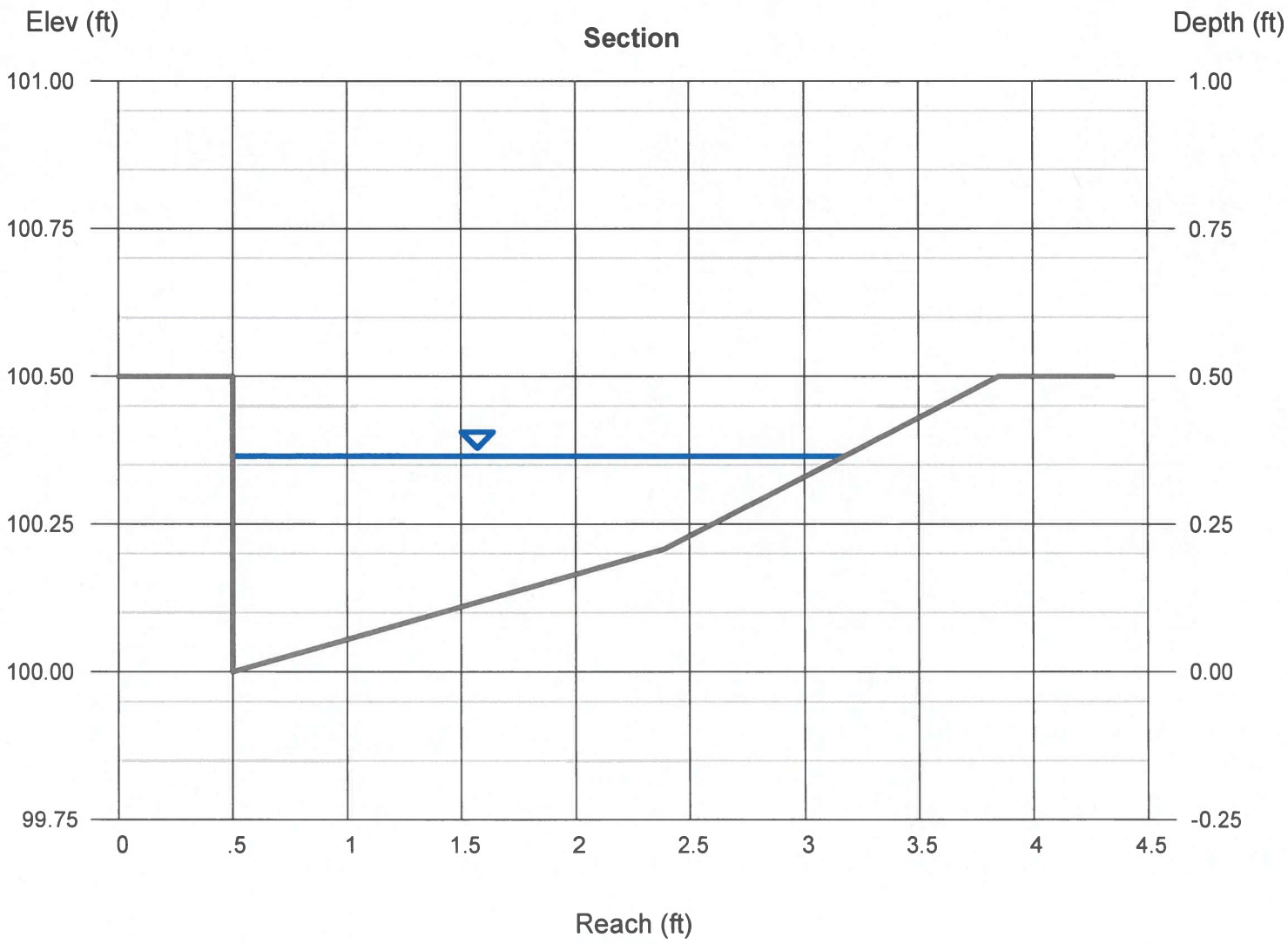
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.110

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

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

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

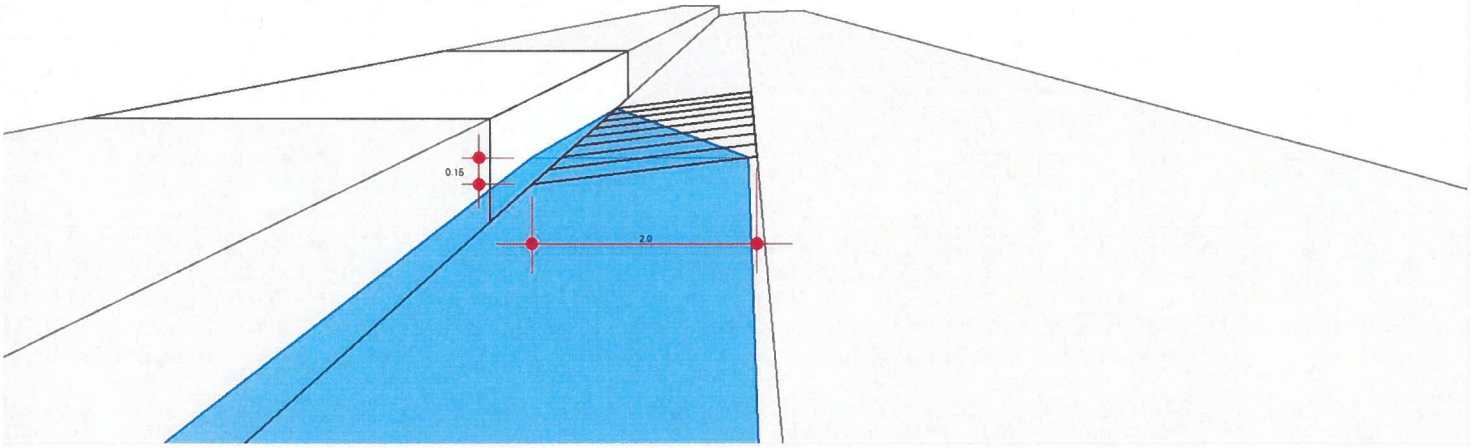
Calculations

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

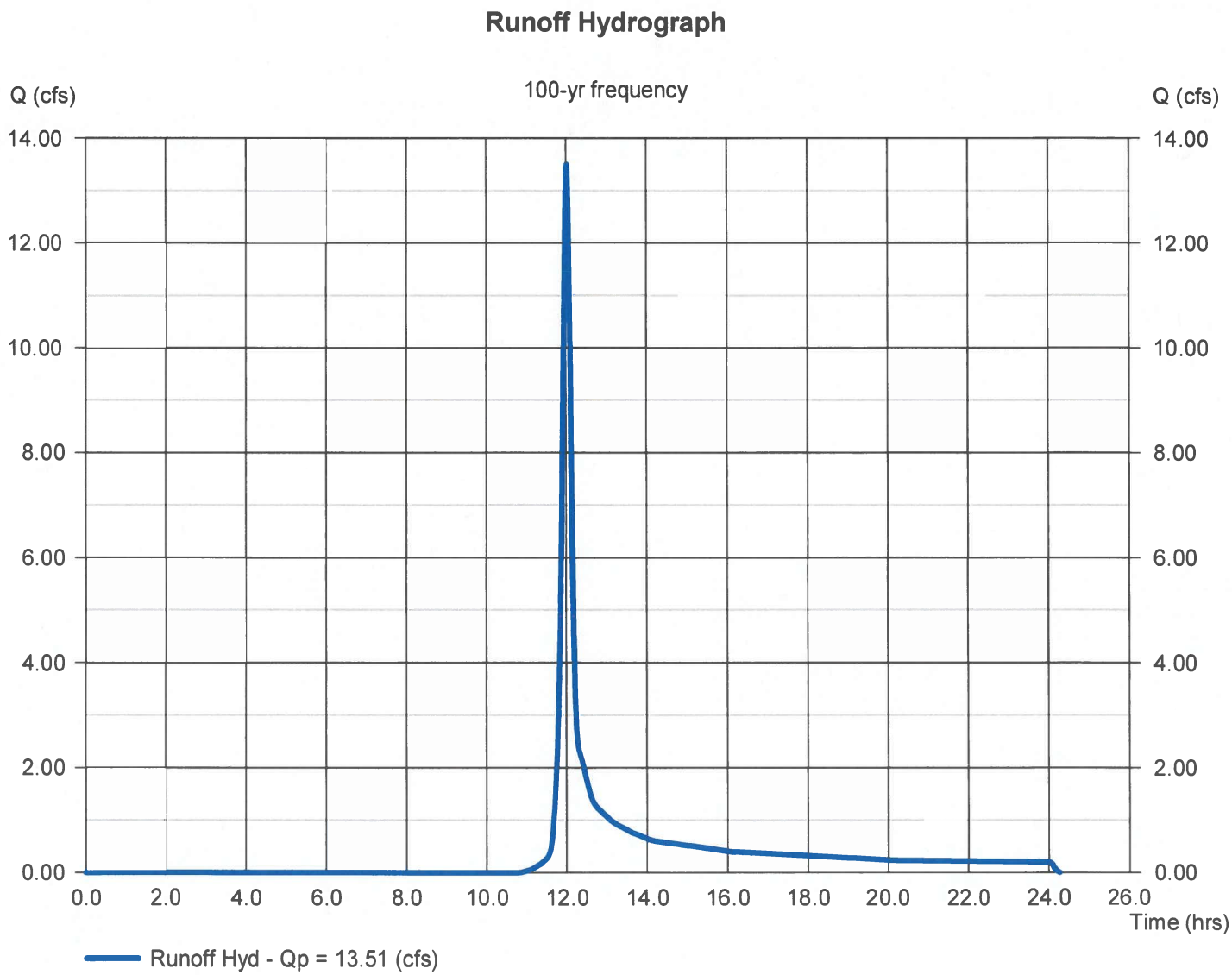
Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Wednesday, Nov 22 2023

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)



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Existing Basin 100 Yr

Description		A		B		C		Totals
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

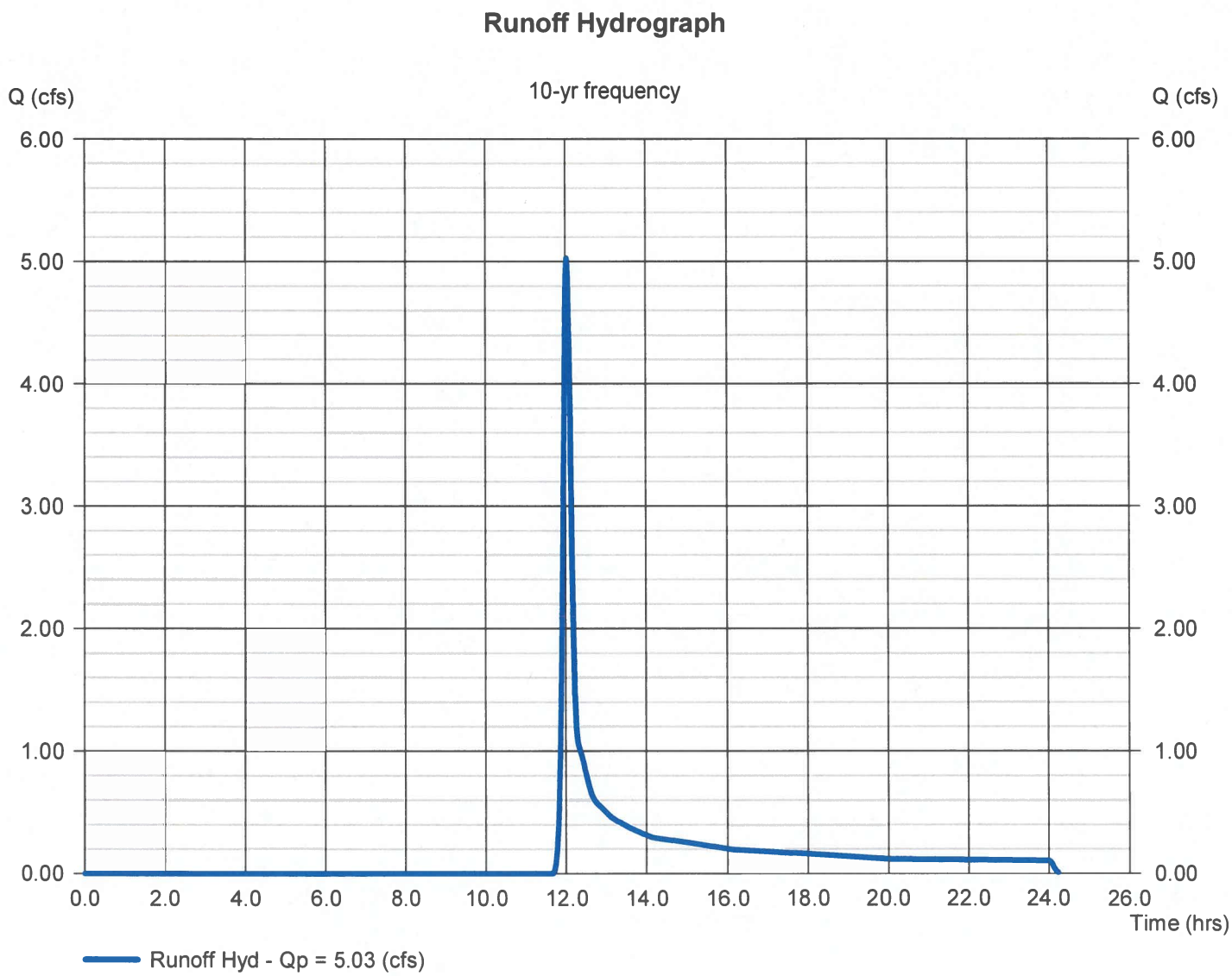
Hydrology Report

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)



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Existing Basin 10 Yr

Description		A		B		C		Totals
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

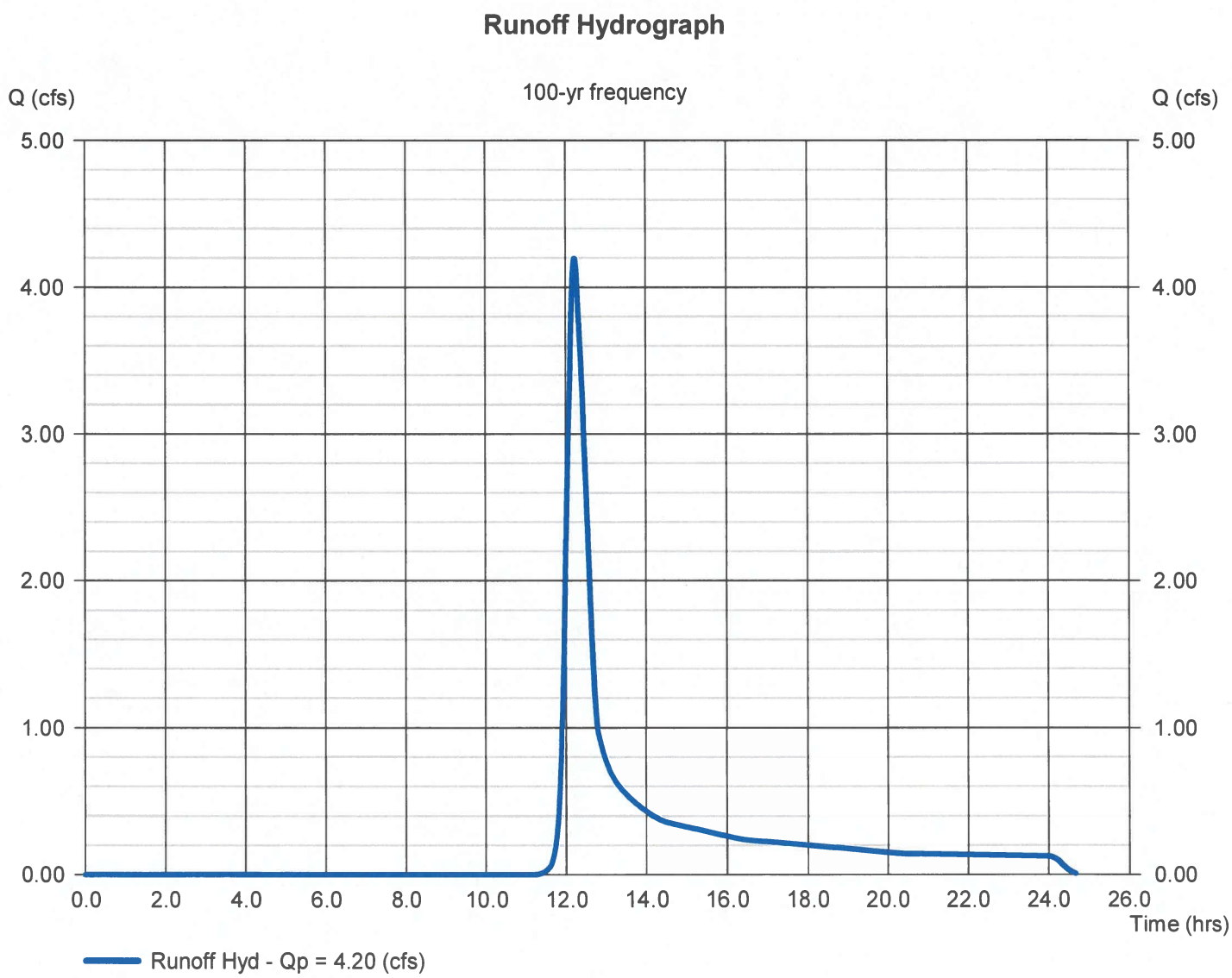
Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

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

Description		A		B		C		Totals
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

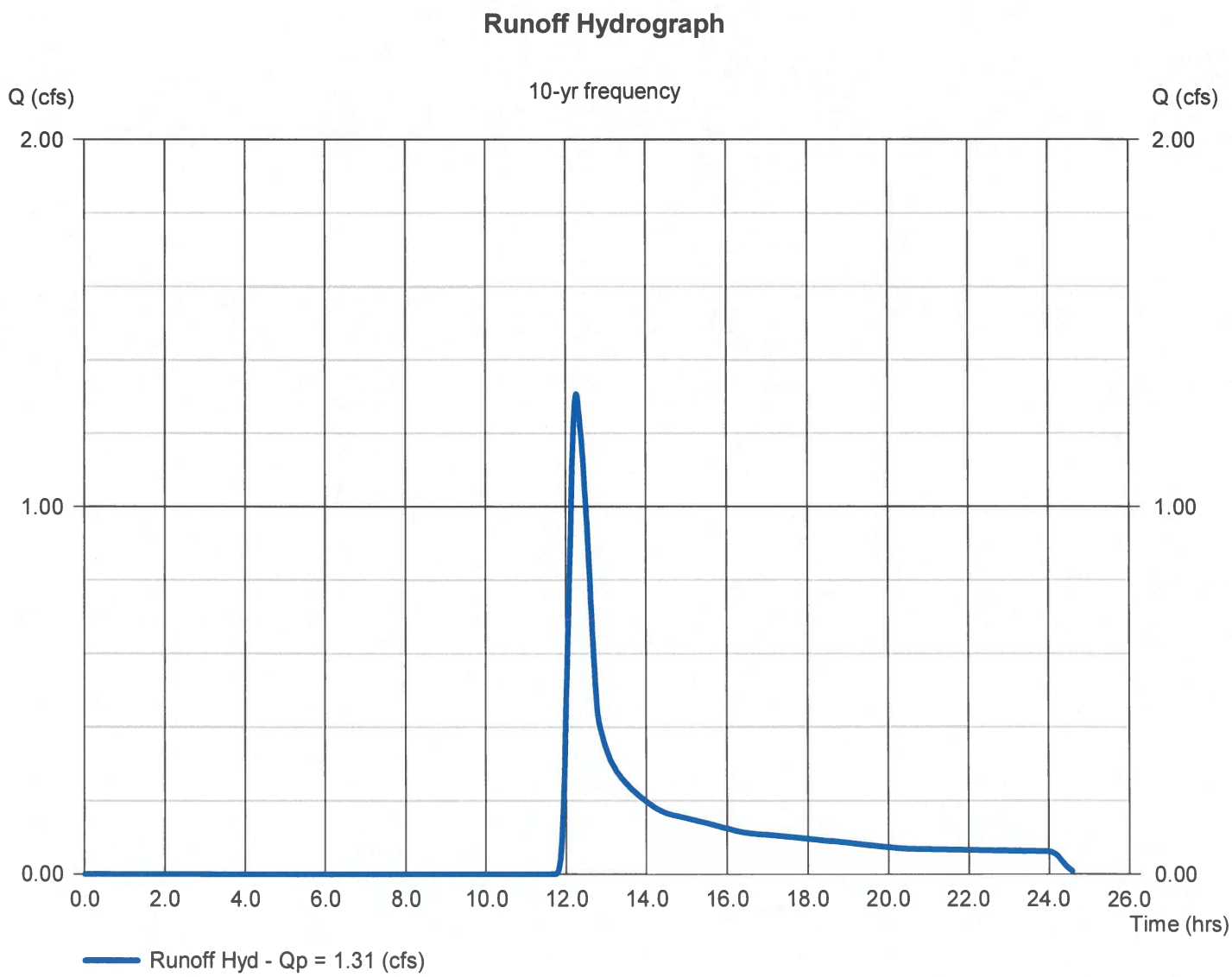
Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

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)



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 1 10 Yr

Description		A		B		C		Totals
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

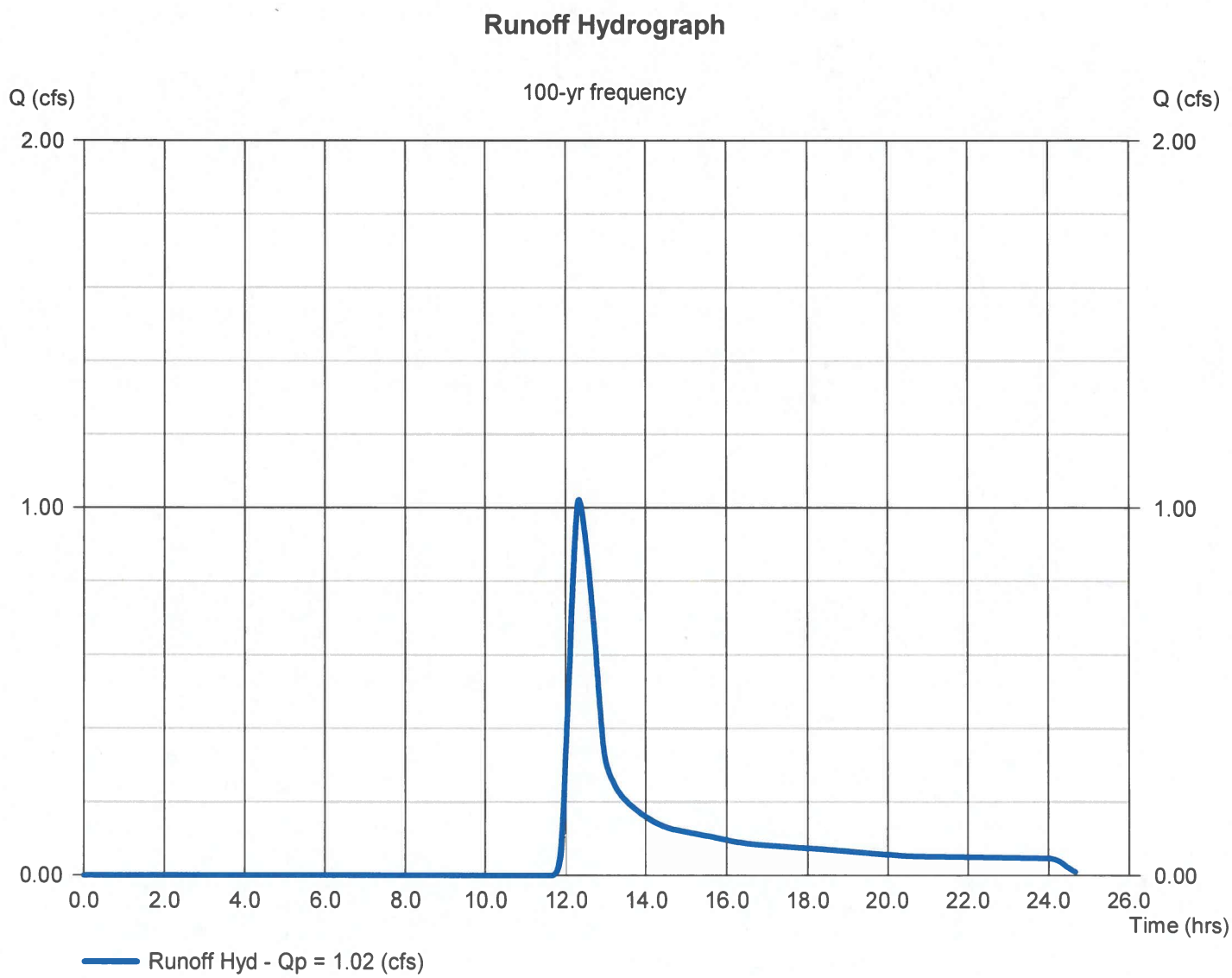
Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

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)



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 2 100 Yr

Description		A		B		C		Totals
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

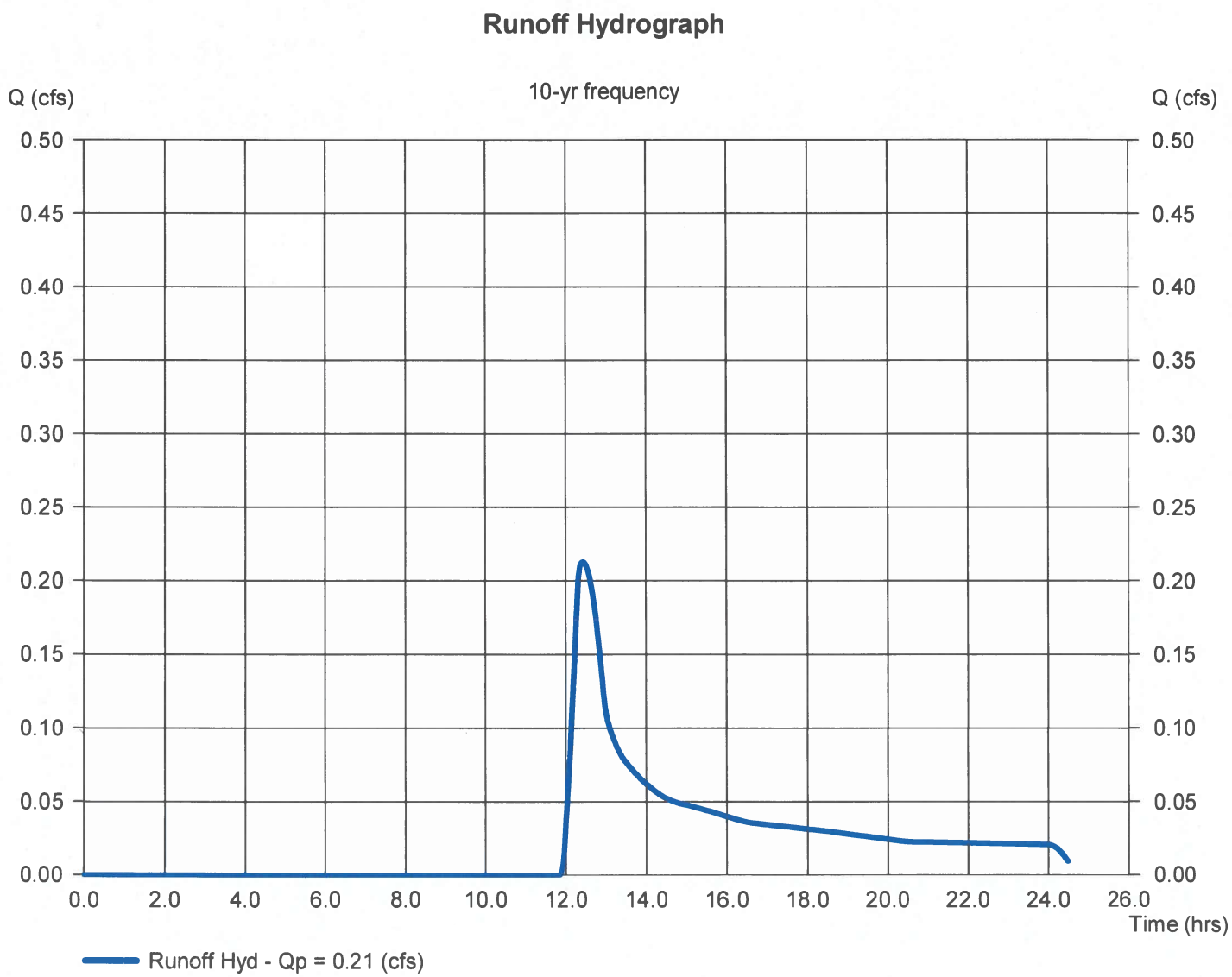
Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Nov 27 2023

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)



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

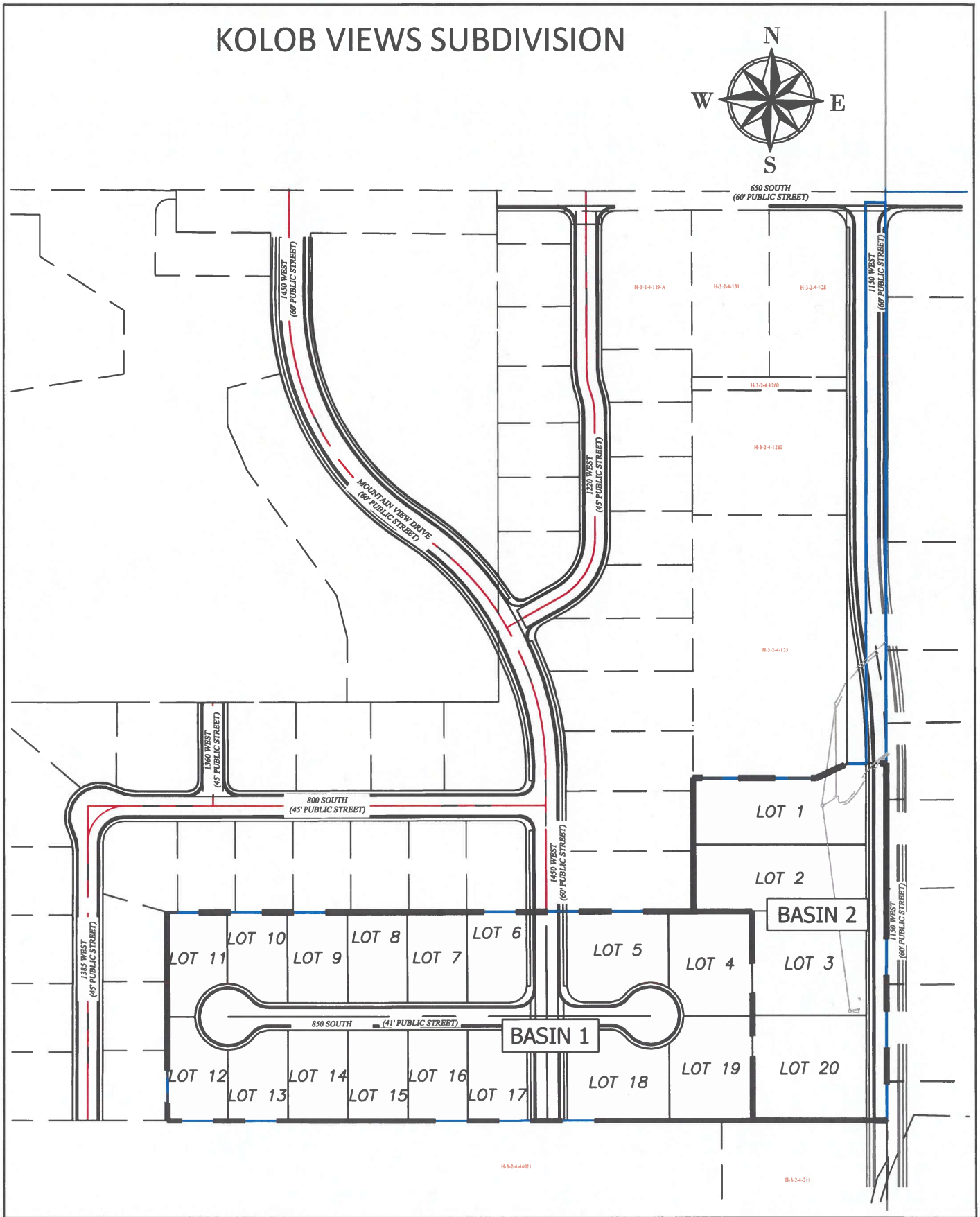
SCS

Basin 2 10 Yr

Description		A		B		C		Totals
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

42 SOUTH 850 WEST, HURRICANE, UT 84737 435-635-2628

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Drainage Plan.dwg TIME: 1 December 2023

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of an **updated preliminary plat for Peregrine Pointe West Phases 1-4 amended**, located at 600 N and 3100 West - Perry Development Applicant, Greg Sant Agent

Discussion:

This agenda item is to retroactively approve a subdivision a portion of which has been constructed without formal City Council approval. This subdivision approval is being heard by the Council because it was filed prior to the new state law prohibiting City Council approval of plats.

The property, called Peregrine Point West, was granted a zone change from M-1 (light industrial) to R1-6 (6000 sq ft lots) on February 18, 2021. Because the property is adjacent to an active gravel pit, a 300 foot strip adjacent to most of the gravel pit was not rezoned to R1-6, but remained M-1. However, property on the south end of the property near 600 North and adjacent to a Washington County Water Conservancy District hydro plant was rezoned to R1-6. The City Council minutes indicate that a concern was raised about this southern property near the hydro plant being zoned residential, that the applicant made a statement that disclosures would be made to buyers and language would be recorded on the plat, and that the Council approved the zone change as proposed on a map in the Council's packet.

On April 1, 2021, the City Council approved a preliminary plat for Peregrine Point West. This approved plat did <u>not</u> include the property adjacent to the hydro plant.

In 2022, the developer applied for an amended preliminary plat that included six residential lots adjacent to the hydro plant. On January 13, 2022, the Planning Commission unanimously recommended approval of the amended preliminary plat, subject to staff and JUC comments and subject to the power transmission line easement and property boundary line being resolved. The application was heard and continued by the Council on January 20, 2022 and February 3, 2022. Apparently due to an oversight, neither the applicant nor the City placed the pending application back on a City Council agenda--until now. So, the City has not yet approved the amended plat.

Despite the lack of an approved amended plat, the applicant submitted amended construction drawings for the unapproved preliminary plat and those construction drawings were approved by the City. The subdivision infrastructure has now been constructed and the applicant is awaiting City approval to record the final plat, a copy of which is attached to the agenda packet to serve as the amended preliminary plat for this action. The lack of an approved amended plat surfaced during the City Attorney's review of the procedural requirements necessary to record a plat. -Dayton Hall

Findings:

Staff makes the following findings for the Council's consideration and potential adoption:

1. The proposed amended plat is consistent with the zone granted by the Council on February 18, 2021.
2. The proposed amended plat is consistent with City standards, and the City's Joint Utility Committee has approved construction drawings that incorporate the proposed amended plat.
3. Based on representations made by the applicant, and due to the proximity of the proposed residential properties to an active gravel pit and a WCWCD hydro plant, it is necessary in order to protect the health, safety, and welfare of City residents to place a note on the final plat notifying potential purchasers of the nearby activities.

Recommendation:
Staff recommends that the proposed amended plat be approved, provided that the plat provides notice of activities on nearby properties in a form approved by the City Attorney.

Attachments:
1. Peregrine Pointe West Phase 3 Amended Plat (scanned Mylar) - 2024.03.27
2. 2022-PP-02 Peregrine Point West Amended Plat CC Staff Report_4-4-24

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE SAID DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCEL "D", EASEMENTS, NO-BUILD HILLSIDE AREA AND PUBLIC STREETS, TO BE HEREAFTER KNOWN AS:

PEREGRINE POINTE WEST - PHASE 3

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, PARCEL "D", PUBLIC DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS. ALL LOTS, PARCEL "D", PUBLIC STREETS, NO-BUILD HILLSIDE AREA AND PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO HURRICANE CITY, ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15 DAY OF MARCH, 2024

PERRY DEVELOPMENT LLC, A UTAH LIMITED LIABILITY

WILLIAM O. PERRY IV - MANAGER OF PERRY DEVELOPMENT LLC

ACKNOWLEDGMENT:

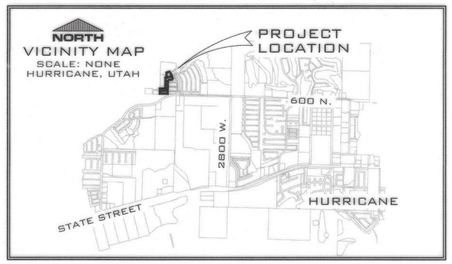
STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS 15 DAY OF MARCH IN THE YEAR 2024, BEFORE ME Sandy Allred, A NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM O. PERRY IV, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.

FULL NAME SIGNATURE: Sandy Allred
FULL NAME PRINT: Sandy Allred
COMMISSION NO.: 715161
EXPIRATION DATE: 10/29/24
A NOTARY PUBLIC COMMISSIONED IN THE STATE OF Utah

(OFFICIAL SEAL NOT REQUIRED PER UTAH CODE 46-1-16(7))

DO NOT STAMP



GENERAL NOTES & RESTRICTIONS:

1. A 10 FOOT PUBLIC UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL LOTS ADJACENT TO STREETS WITHIN THIS SUBDIVISION.
2. ALL PUBLIC STREETS AND UTILITY EASEMENTS SHALL HAVE AN EASEMENT GRANTED HEREON TO "ASH CREEK SPECIAL SERVICE DISTRICT" FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER MAIN IMPROVEMENTS.
3. HURRICANE CITY OPERATES A MUNICIPAL CULINARY WATER SYSTEM WITH LIMITED WATER SUPPLY. APPROVAL OF A PLAT BY HURRICANE CITY DOES NOT GUARANTEE THAT SUFFICIENT WATER WILL BE AVAILABLE TO SERVE LOTS DEPICTED ON ANY PLAT. ANY LAND USE APPLICANT MAY BE REQUIRED BY HURRICANE CITY TO PROVIDE A GUARANTEE OF WATER AVAILABILITY. IF THERE IS ANY APPROVAL WITHOUT A WATER GUARANTEE, THE APPLICANT ASSUMES THE ENTIRE RISK OF WATER AVAILABILITY FOR A PLATTED LOT.
4. "VESTED CRITICAL INFRASTRUCTURE MATERIALS OPERATIONS:
   THIS PROPERTY IS LOCATED IN THE VICINITY OF AN ESTABLISHED VESTED CRITICAL INFRASTRUCTURE MATERIALS OPERATIONS IN WHICH CRITICAL INFRASTRUCTURE MATERIALS OPERATIONS HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH OPERATIONS MAY NOW OR IN THE FUTURE BE CONDUCTED ON PROPERTY INCLUDED IN THE CRITICAL INFRASTRUCTURE MATERIALS PROTECTION AREA. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE THAT MAY RESULT FROM SUCH NORMAL CRITICAL INFRASTRUCTURE MATERIALS OPERATIONS."
5. THE PARENT PARCEL FOR THIS SUBDIVISION IS A PORTION OF H-3-1-30-322.

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SUBDIVISION PLAT IS THE SOUTH LINE OF SECTION 30, T. 41 S., R. 13 W., SALT LAKE BASE & MERIDIAN. FROM THE SOUTH 1/4 CORNER, A FOUND RING & LID MONUMENT, TO THE SOUTHWEST CORNER, A FOUND 3" B.L.M. 1978 BRASS CAP. THE BEARING BEING N 88°49'06" W, AND MEASURES 2631.45 FEET. (CORNER TO CORNER)

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, EASEMENTS, NO-BUILD HILLSIDE AREA, PARCEL "D" AND PUBLIC STREETS TO BE HEREINAFTER KNOWN AS:

PEREGRINE POINTE WEST - PHASE 3

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
4/18/24
4938715
BRANDON E. ANDERSON
STATE OF UTAH

4/18/2024
DATE:

BRANDON E. ANDERSON — CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF PEREGRINE POINT WEST PHASE 2, AS FOUND ON FILE AT THE WASHINGTON COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING NORTH 88°49'06" WEST 367.54 FEET ALONG THE SOUTH SECTION LINE AND NORTH 01°10'54" EAST 40.00 FEET, FROM THE SOUTH 1/4 CORNER OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE NORTH 88°49'06" WEST 382.46 FEET;
THENCE NORTH 01°10'54" EAST 146.63 FEET;
THENCE SOUTH 88°47'25" EAST 26.00 FEET;
THENCE NORTH 01°10'54" EAST 69.33 FEET;
THENCE NORTH 72°27'58" EAST 77.60 FEET;
THENCE SOUTH 88°45'48" EAST 149.50 FEET;
THENCE NORTH 01°10'54" EAST 483.68 FEET;
THENCE NORTHWESTERLY 29.37 FEET ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 88°49'06" WEST, LONG CHORD BEARS NORTH 40°53'06" WEST 26.80 FEET WITH A CENTRAL ANGLE OF 84°08'14");
THENCE NORTH 07°37'15" EAST 57.88 FEET;
THENCE EASTERLY 62.58 FEET ALONG AN ARC OF A 471.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 07°37'15" EAST, LONG CHORD BEARS SOUTH 86°11'08" EAST 62.54 FEET WITH A CENTRAL ANGLE OF 07°36'46");
THENCE NORTH 01°10'54" EAST 203.09 FEET;
THENCE NORTH 73°24'55" EAST 146.93 FEET TO THE NORTHWESTERLY CORNER OF PEREGRINE POINTE WEST PHASE 1, AS FOUND ON FILE AT THE WASHINGTON COUNTY RECORDER'S OFFICE;
THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY OF SAID PEREGRINE POINTE WEST PHASE 1 THE FOLLOWING (3) COURSES;
THENCE SOUTH 31°57'03" EAST 202.28 FEET;
THENCE SOUTH 07°51'18" EAST 63.04 FEET;
THENCE SOUTHEASTERLY 144.38 FEET ALONG AN ARC OF A 663.42 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 72°59'50" EAST, LONG CHORD BEARS SOUTH 23°14'15" EAST 144.10 FEET WITH A CENTRAL ANGLE OF 12°28'10") TO THE NORTHEASTERLY CORNER SAID PEREGRINE POINTE WEST PHASE 2;
THENCE ALONG SAID PEREGRINE POINTE PHASE 2 THE FOLLOWING (8) COURSES;
THENCE WESTERLY 114.36 FEET ALONG AN ARC OF A 1,365.11 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 11°49'19" WEST, LONG CHORD BEARS SOUTH 80°34'40" WEST 114.32 FEET WITH A CENTRAL ANGLE OF 04°47'59");
THENCE NORTH 01°10'54" EAST 5.89 FEET;
THENCE WESTERLY 131.12 FEET ALONG AN ARC OF A 1,379.55 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 07°04'29" WEST, LONG CHORD BEARS SOUTH 85°38'53" WEST 131.07 FEET WITH A CENTRAL ANGLE OF 05°26'45");
THENCE SOUTH 01°10'54" WEST 83.36 FEET;
THENCE SOUTH 01°20'24" WEST 45.00 FEET;
THENCE SOUTH 01°10'54" WEST 381.38 FEET;
THENCE SOUTH 04°48'17" EAST 52.29 FEET;
THENCE SOUTH 01°10'45" WEST 94.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 239,366 SQUARE FEET OR 5.50 ACRES.

TOGETHER WITH A 20 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 88°49'06" WEST 428.51 FEET ALONG THE SECTION LINE AND NORTH 1,042.44 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE SOUTH 01°10'54" WEST 203.09 FEET;
THENCE WESTERLY 20.00 FEET ALONG AN ARC OF A 471.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 00°00'29" EAST, LONG CHORD BEARS NORTH 88°46'31" WEST 20.00 FEET WITH A CENTRAL ANGLE OF 02°25'59");
THENCE NORTH 01°10'54" EAST 196.97 FEET;
THENCE NORTH 74°13'22" EAST 20.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PUBLIC UTILITY EASEMENT OF WHICH THE SOUTHERLY 60.00 FEET IS ALSO A FIRE TRUCK TURNAROUND EASEMENT:

BEGINNING AT A POINT BEING NORTH 88°49'06" WEST 750.00 FEET ALONG THE SECTION LINE AND NORTH 1°10'54" EAST 186.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE NORTH 01°10'54" EAST 71.06 FEET;
THENCE NORTH 72°27'58" EAST 105.05 FEET;
THENCE SOUTH 01°10'54" WEST 10.56 FEET;
THENCE SOUTH 72°27'58" WEST 77.60 FEET;
THENCE SOUTH 01°10'54" WEST 69.33 FEET;
THENCE NORTH 88°47'25" WEST 26.00 FEET TO THE POINT OF BEGINNING.

THE FINAL PLAT FOR THE PEREGRINE POINTE WEST

* PHASE 3 *

LOCATED IN SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN IN THE CITY OF HURRICANE | WASHINGTON COUNTY | UTAH.

SHEET 1 OF 2

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 · WWW.RACIVIL.COM

SURVEY- FPLAT-PH-3 FILE NUMBER:	03/04/24 DATE:	C.G.A. DRAWN:
11930-20 JOB NUMBER:	1" = 50' SCALE:	B.E.A. CHECKED:

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 20th DAY OF March, A.D. 2024

ENGINEER HURRICANE CITY

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ___ DAY OF _____, A.D. 20___

CITY ATTORNEY HURRICANE CITY

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 19 DAY OF March, A.D. 2024

ENGINEER ASH CREEK SPECIAL SERVICE DISTRICT

APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH

WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS ____ DAY OF _____, 20___.

ATTEST: CITY RECORDER HURRICANE, UTAH

~~JOHN W. BRAMMER~~, MAYOR HURRICANE CITY
Nanette Billings

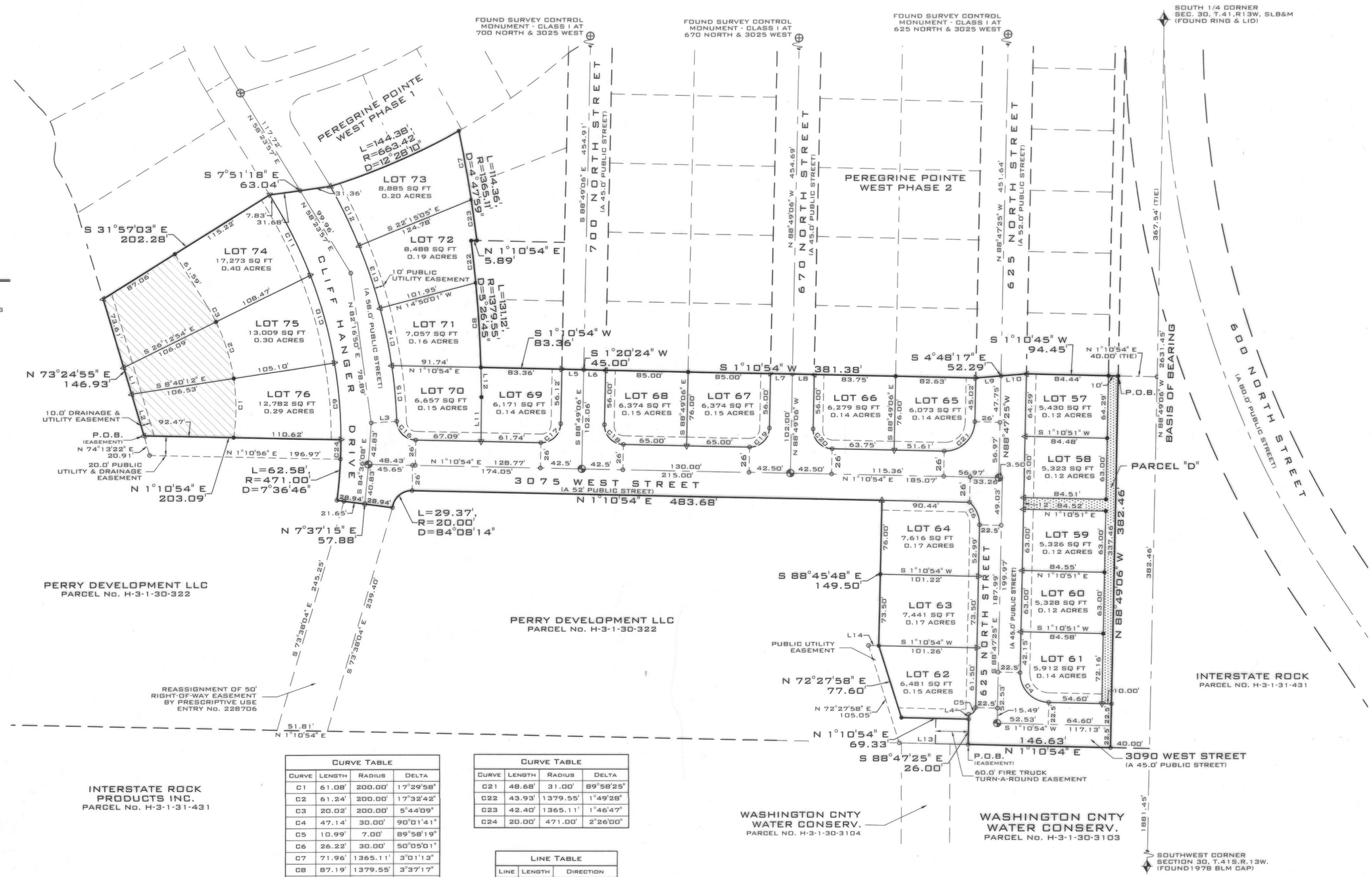
TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ___ DAY OF _____ A.D. 20___ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER



LEGEND:

- CORNER TO BE SET - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- NOTHING SET OR FOUND
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- FOUND SURVEY CONTROL MONUMENT - CLASS I
- TO BE SET STANDARD CITY SURVEY MONUMENT - CLASS I
- SET PK/WASHER IN CURB AT AN EXTENSION OF THE LOT LINE (UNLESS OTHERWISE NOTED)
- PARCEL "D" TO BE DEDICATED TO HURRICANE CITY WITH THIS PLAT AS A PUBLIC UTILITY RIGHT-OF-WAY
- NO-BUILD HILLSIDE AREA & PUBLIC DRAINAGE EASEMENT
- PUBLIC UTILITY EASEMENT
- ROADWAY CENTERLINE & PLSS SECTION LINES
- EXISTING PROPERTY LINES

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	61.08'	200.00'	17°29'58"
C2	61.24'	200.00'	17°32'42"
C3	20.02'	200.00'	5°44'09"
C4	47.14'	30.00'	90°01'41"
C5	10.99'	7.00'	89°58'19"
C6	26.22'	30.00'	50°05'01"
C7	71.96'	1365.11'	3°01'13"
C8	87.19'	1379.55'	3°37'17"
C9	79.34'	467.00'	9°44'04"
C10	93.79'	467.00'	11°30'27"
C11	85.11'	467.00'	10°26'33"
C12	68.10'	525.00'	7°25'57"
C13	67.97'	525.00'	7°25'04"
C14	60.28'	525.00'	6°34'44"
C15	57.60'	525.00'	6°17'10"
C16	30.37'	20.00'	87°00'16"
C17	31.42'	20.00'	90°00'00"
C18	31.42'	20.00'	90°00'00"
C19	31.42'	20.00'	90°00'00"
C20	31.42'	20.00'	90°00'00"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C21	48.68'	31.00'	89°58'25"
C22	43.93'	1379.55'	1°49'28"
C23	42.40'	1365.11'	1°46'47"
C24	20.00'	471.00'	2°26'00"

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	28.58'	S 73°24'55" W
L2	44.74'	S 73°24'55" W
L3	26.43'	N 3°26'33" W
L4	5.00'	S 88°49'06" E
L5	22.50'	S 1°20'24" W
L6	22.50'	S 1°20'24" W
L7	22.50'	S 1°10'54" W
L8	22.50'	S 1°10'54" W
L9	26.14'	S 4°48'16" E
L10	26.14'	S 4°48'19" E
L11	45.63'	S 89°24'50" E
L12	30.52'	N 89°00'18" E
L13	71.06'	N 1°10'54" E
L14	10.56'	S 1°10'54" W

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2,ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - www.RACIVIL.COM

SURVEY- FPLAT-PH-3 FILE NUMBER:	03/04/24 DATE:	C.G.A. DRAWN:
11930-20 JOB NUMBER:	1" = 50' SCALE:	B.E.A. CHECKED:

THE FINAL PLAT FOR THE PEREGRINE POINTE WEST

* PHASE 3 *

LOCATED IN SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN IN THE CITY OF HURRICANE CITY | WASHINGTON COUNTY | UTAH.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/04/2024**
Application Number:	2022-PP-02
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Greg Sant- Perry Development LLC
Agent:	
Request:	Preliminary Plat Application
Location:	600 N and 3100 W
Zoning:	R1-6
General Plan Map:	Single Family Residential

4/4/2024 Discussion, Findings, and Recommendations:

Discussion:
This agenda item is to retroactively approve a subdivision that has been constructed without formal City Council approval. This subdivision approval is being heard by the Council because it was filed prior to the new state law prohibiting City Council approval of plats.

The property, called Peregrine Point West, was granted a zone change from M-1 (light industrial) to R1-6 (6000 sq ft lots) on February 18, 2021. Because the property is adjacent to an active gravel pit, a 300-foot strip adjacent to most of the gravel pit was not rezoned to R1-6, but remained M-1. However, property on the south end of the property near 600 North and adjacent to a Washington County Water Conservancy District hydro plant was rezoned to R1-6. The City Council minutes indicate that a concern was raised about this southern property near the hydro plant being zoned residential, that the applicant made a statement that disclosures would be made to buyers and language would be recorded on the plat, and that the Council approved the zone change as proposed on a map in the Council's packet. On April 1, 2021, the City Council approved a preliminary plat for Peregrine Point West. This approved plat did not include the property adjacent to the hydro plant.

In 2022, the developer applied for an amended preliminary plat that included six residential lots adjacent to the hydro plant. On January 13, 2022, the Planning Commission unanimously recommended approval of the amended preliminary plat, subject to staff and JUC comments and subject to the power transmission line easement and property boundary line being resolved. The application was heard and continued by the Council on January 20, 2022 and February 3, 2022. Apparently due to an oversight,

neither the applicant nor the City placed the pending application back on a City Council agenda--until now. So, the City has not yet approved the amended plat. Despite the lack of an approved amended plat, the applicant submitted amended construction drawings for the unapproved preliminary plat and those construction drawings were approved by the City. The subdivision infrastructure has now been constructed and the applicant is awaiting City approval to record the final plat, a copy of which is attached to the agenda packet to serve as the amended preliminary plat for this action. The lack of an approved amended plat surfaced during the City Attorney's review of the procedural requirements necessary to record a plat.

Findings:
Staff makes the following findings for the Council's consideration and potential adoption:

1. The proposed amended plat is consistent with the zone granted by the Council on February 18, 2021.
2. The proposed amended plat is consistent with City standards, and the City's Joint Utility Committee has approved construction drawings that incorporate the proposed amended plat.
3. Based on representations made by the applicant, and due to the proximity of the proposed residential properties to an active gravel pit and a WCWCD hydro plant, it is necessary in order to protect the health, safety, and welfare of City residents to place a note on the final plat notifying potential purchasers of the nearby activities.

Recommendation:
Staff recommends that the proposed amended plat be approved, provided that the plat provides notice of activities on nearby properties in a form approved by the City Attorney.

Previous 1/20/2022 Discussion:
Planning Commission Recommendation:
The Planning Commission gave a positive recommendation on the preliminary plat with the following conditions:

- The plat complies with Staff comments including for transportation connection and active transportation.
- That the City and the applicant is able to reach an agreement about access to the power lines that run along the south of the property.

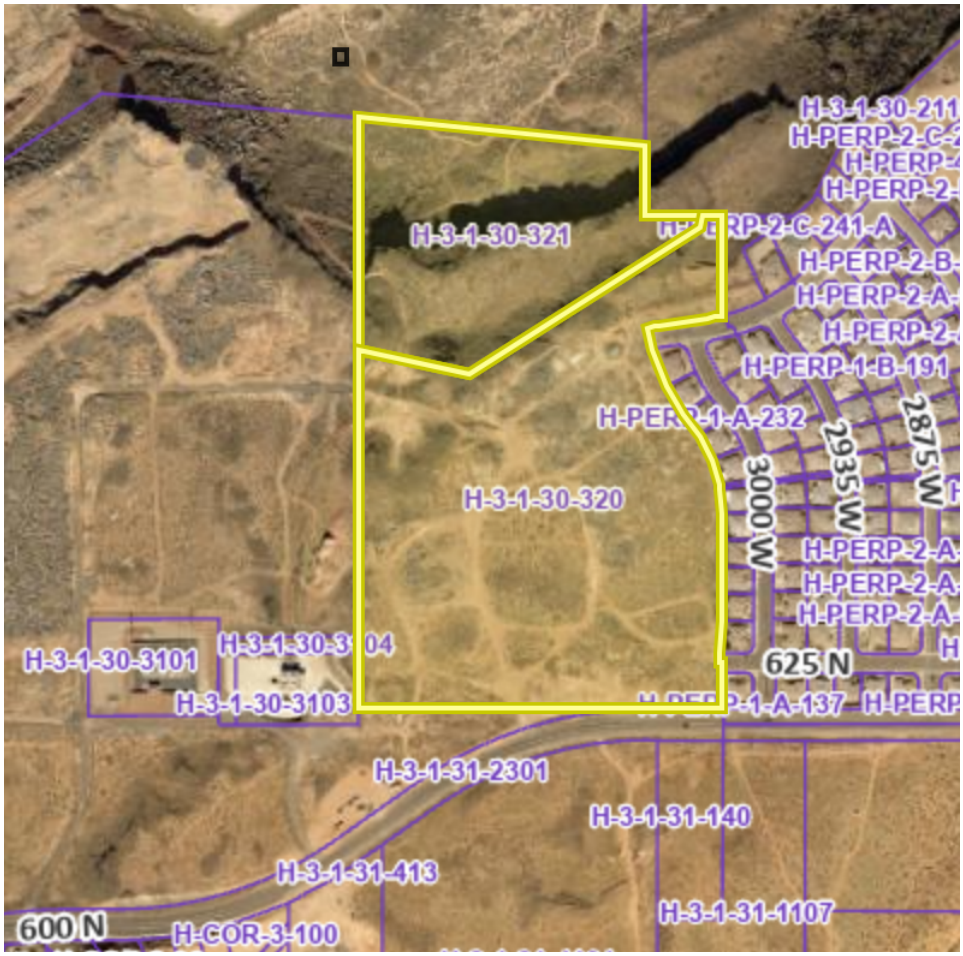
Discussion: The applicant is seeking a preliminary plat for an 18.24 acre 80 lot preliminary plat located just west of Peregrine Point. The applicant has received preliminary approval for the majority of the development and has begun construction. The applicant is seeking an update to allow for the following changes:

1. Adding a roadway and connection with an additional six lots on the southwest corner of the project.
2. Changing the hammerhead in the north to a cul-de-sac.
3. The phase lines have been changed, from four phases to three.

JUC Comments

Construction Drawings have been approved and construction has begun on the project. However, the JUC had the following comments on the updated layout:

1. **Power:** Overhead power in the area along the southern boundary. Not okay with Phase 3 cul-de-sac (now shown as a roadway stubbed to the south.
2. **Water:** Make sure looping is fine
3. **Streets:** Want to see it connect through Interstate Rock's property to the south
4. **Sewer:** No concerns
5. **Engineering:** Access to overhead power lines along the southern boundary is vital. There needs to be additional access to 600 N and through to the south.
6. **Fire:** No fire hydrants in the bulbs of cul-de-sacs. Needs to be on the flats
7. **Water Conservancy:** Line runs along the southern boundary. Lot 61 is placed on their box and thus cannot have structures there.



Staff Comments:

1. The minimum lot size in an R1-6 zone is 4,800 sq. ft. with an average of 6,000 sq. ft. The development meets these standards.
2. The applicant has shown the typical cross-sections for the roads on the plat except for a 58' section for Cliff Hanger Drive. On Cliff Hanger Drive, instead of providing a sidewalk on both sides of the

roadway, is providing a 12' sidewalk (trail) on the south side of the road. This is to match Hurricane's Active Transportation Plan and will connect to other trails in the area.

3. The applicant has provided a tentative plan or method by which the subdivider proposes to handle the stormwater drainage for the subdivision.
4. **Roadway Connections:** The applicant is providing a direct connection to the development to the east. These roadway connections are sufficient for the development. One of the main reasons that the project left the southwest section off the original drawings was that the City recommended that the applicant work with Interstate Rock to the south to bend the road and align an intersection with Sky Valley Townhomes on 600 N. Staff would still make that recommendation with this application. The applicant updated the plat last week and presented that update to the Planning Commission including the section to the south. The updated plat addresses staff concerns, but staff is reviewing the alignment.
5. The project is in a tortoise take area. Therefore, the applicant will need to fill out an applicant with the Red Rock Reserve (attached for reference) and clear the property of any desert tortoises before any construction may begin. This has taken place.
6. The plat does not note a list of preliminary Geologic Hazard reports as required. However, the applicant has submitted a full geologic study that has been reviewed and approved by City staff.
7. **Power:** There is a major and historic power line that runs along the south of the boundary. Power has expressed concerns about long-term access to this line without a proper easement and access corridor. During the original review of the plat and construction drawings for this development, an easement was not required. However, since construction has begun, concerns have been raised by the power department. Power is currently performing a title search to see if there are any old easements and setbacks that have been recorded, but at the time of this report, none are known. Power and city staff recommend that the City and applicant come to an agreement about securing access to these lines as part of this amended preliminary plat. The powerline and the approved lot layout is shown below.

8. **Three Rivers Trail:** The City has planned a 12' wide trail in the area. Below is a picture of the main alignment and the alternative alignment (the alternative alignment approximate and exact layout has not been approved). Both trails are on the new Active Transportation Master Plan

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff would recommend approval with the following conditions:

- That the updated Active Transportation Master Plan is followed
- That the applicant provides a roadway stub south to align with Sky Valley Townhomes
- That the applicant complies with other JUC and staff comments.
- That the City and the applicant resolve the concerns about access to the power line the runs along the south of the property.

HURRICANE CITY
UTAH

STAFF COMMENTS

Discussion about our City **Vision, Mission Statement, and Motto.**

Discussion:

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. A list of all the suggestions that have been received was emailed to the Council last week for them to review. They are also part of the packet.

Findings:

Recommendation:

Attachments:

1. Core Values
2. Vision, Motto, Mission

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			

Vision

- Small town charm where families thrive with desirable open space we protect and cherish.
- To honor our pioneer heritage and foster a thriving, united community where the pioneering spirit thrives.

Motto

- Built by Pioneers. Sustained in faith.
- Faithfully pioneering into our future.
- Built by Pioneers. Protected by Patriots. Trusting God to Preserve.
- In Godly trust we look to the future.
- Pioneers past, present and future.
- Pioneers, Patriots, Explorers.
- Built by Pioneers, carried on by Patriots. In God We Trust.
- A City built by Pioneers, found on Faith, and based on Trust in God.
- A City built by Pioneers, founded on Faith, and based on Trust in God – both historically and looking to the future.
- A City built by Pioneers and based on Trust in God.
- A City built by Pioneers and based on Trust in God – both historically and looking to the future.
- A Community built by Pioneers with faith in God, in whom we trust.
- Well rooted in the past with a growing future.
- Water, Work, and Wisdom.
- Pioneering Together: Honoring Our Past, Building Our Future.

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.
- Our mission is to preserve and celebrate our pioneer roots while embracing innovation, inclusivity, and progress. Through collaboration and dedication, we aim to create a vibrant and resilient city that honors our past, enriches our present, and inspires future generations.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of **local consent for five events held at Sand Hollow Resort -** Cassandra de St. Jeor

Discussion:
Sand Hollow Resort is requesting local consent for multiple events to be held in the rock bowl. Sand Hollow Resort has held many events in this same capacity and there have been no issues. A background check has been completed for the person overseeing the event and there are no concerns. Staff recommends approving local consent for multiple events at Sand Hollow Resort. -Cindy Beteag

Findings:

Recommendation:

Attachments:
1. The Grille at Sand Hollow single event applications

Date of Application 03/07/2024

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: The Grille at Sand Hollow Resort, LLC

Business Phone: 435-656-4653 Email: cassandra@sandhollowresorts.com

Contact Person: Cassandra de St. Jeor

Business Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)

State Sales Tax Number: 37-1903127 Does this business have a current DABC license: Yes

Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Roux & Meyerson Wedding

Event Venue: The Rock Bowl

5662 W. Clubhouse Dr. Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: May 11, 2024 Alcohol Service hours: 4 PM to 10 PM

For the sale of (check all that apply): ____ Beer ____ Heavy Beer X Wine X Liquor ____ Flavored Malt Beverages

Will food be available? Yes Full Meals? Yes Will minors attend the event? Yes

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: SHR Operations LLC Title: Owner

Home Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (City) (State) (Zip)

Home Phone: 844-404-3260 Cell Phone: 435-656-4653

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER SHOWING ALL CONTROL MEASURES.

Date of Application 03/07/2024

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: The Grille at Sand Hollow Resort, LLC

Business Phone: 435-656-4653 Email : cassandra@sandhollowresorts.com

Contact Person: Cassandra de St. Jeor

Business Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)

State Sales Tax Number: 37-1903127 Does this business have a current DABC license: Yes

Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Golf Week Gala

Event Venue: The Rock Bowl

5662 W. Clubhouse Dr. Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: September 10, 2024 Alcohol Service hours: 7 PM to 10 PM

For the sale of (check all that apply): ____ Beer ____ Heavy Beer X Wine X Liquor ____ Flavored Malt Beverages

Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: SHR Operations LLC Title: Owner

Home Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (City) (State) (Zip)

Home Phone: 844-404-3260 Cell Phone: 435-656-4653

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER SHOWING ALL CONTROL MEASURES.

Date of Application 03/07/2024

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: The Grille at Sand Hollow Resort, LLC

Business Phone: 435-656-4653 Email : cassandra@sandhollowresorts.com

Contact Person: Cassandra de St. Jeor

Business Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)

State Sales Tax Number: 37-1903127 Does this business have a current DABC license: Yes

Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Armstrong Wedding

Event Venue: The Rock Bowl

5662 W. Clubhouse Dr. Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: May 18, 2024 Alcohol Service hours: 3 PM to 10 PM

For the sale of (check all that apply): ____ Beer ____ Heavy Beer X Wine X Liquor ____ Flavored Malt Beverages

Will food be available? Yes Full Meals? Yes Will minors attend the event? Yes

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: SHR Operations LLC Title: Owner

Home Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (City) (State) (Zip)

Home Phone: 844-404-3260 Cell Phone: 435-656-4653

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER SHOWING ALL CONTROL MEASURES.

Date of Application 03/07/2024

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: The Grille at Sand Hollow Resort, LLC

Business Phone: 435-656-4653 Email : cassandra@sandhollowresorts.com

Contact Person: Cassandra de St. Jeor

Business Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)

State Sales Tax Number: 37-1903127 Does this business have a current DABC license: Yes

Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Garth Gamble Group

Event Venue: The 10th Tee

5662 W. Clubhouse Dr. Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: May 20, 2024 Alcohol Service hours: 6 PM to 9:30 PM

For the sale of (check all that apply): ____ Beer ____ Heavy Beer X Wine X Liquor ____ Flavored Malt Beverages

Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: SHR Operations LLC Title: Owner

Home Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (City) (State) (Zip)

Home Phone: 844-404-3260 Cell Phone: 435-656-4653

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER SHOWING ALL CONTROL MEASURES.

Date of Application 03/07/2024

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: The Grille at Sand Hollow Resort, LLC

Business Phone: 435-656-4653 Email : cassandra@sandhollowresorts.com

Contact Person: Cassandra de St. Jeor

Business Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)

State Sales Tax Number: 37-1903127 Does this business have a current DABC license: Yes

Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Trail Hero Gala

Event Venue: The Rock Bowl

5662 W. Clubhouse Dr. Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: October 2, 2024 Alcohol Service hours: 6 PM to 10 PM

For the sale of (check all that apply): ____ Beer ____ Heavy Beer X Wine X Liquor ____ Flavored Malt Beverages

Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: SHR Operations LLC Title: Owner

Home Address: 5662 W. Clubhouse Dr. Hurricane, Utah 84737
(Street Number) (City) (State) (Zip)

Home Phone: 844-404-3260 Cell Phone: 435-656-4653

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER SHOWING ALL CONTROL MEASURES.

HURRICANE CITY
UTAH

STAFF COMMENTS

Discussion regarding **transportation within Washington County** - Commissioner Adam Snow and County Attorney Eric Clarke

Discussion:
The County Commissioner's assistant reached out to Mayor Billings and Kaden DeMIlle requesting a meeting with Commissioner Adam Snow and their attorney, Eric Clark, and the Council to discuss the northern corridor and other transportation items within the County.

Findings:

Recommendation:

Attachments:
None

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible decision regarding an **appeal of a City administrative decision denying Cordero's request for reimbursement**. -River Valley Development, LLC

Discussion:
The City Council is acting as the appeal authority for this agenda item. River Valley Development, LLC, the original developer of the 200 acre Cordero development, has requested that the City reimburse River Valley Development for certain offsite improvements it has installed to serve the development. City staff have reviewed the request and determined that no reimbursement is warranted because the improvements will not create excess capacity beyond the proportionate share necessary to serve the development. City staff have determined that the subject improvements are simply what is necessary for the development to meet minimum State and City standards--and are therefore not appropriate for reimbursement.
Following the procedure outlined in the City Code, the City Engineer issued a four-page Administrative Decision denying the request for reimbursement and setting forth the grounds for the denial. The Council should carefully review the Administrative Decision, which is the first document in the Council's packet for this agenda item. As permitted by the City Code, River Valley Development, LLC has appealed the Administrative Decision to the City Council, which is the final appeal authority for this matter. The Council should carefully review River Valley Development's appeal letter, which starts on the 35th page in the Council's packet for this agenda item. -Dayton Hall

Findings:
<u>The City staff have made the following findings, as stated in the Administrative Decision</u>:

1. Each category of improvements constructed by Developer is what is necessary to serve the proposed 200-acre, 700 unit development at adopted levels of service.
2. The construction of each category of improvements constructed by Developer does not create additional or excess beyond the Developer's proportionate share necessary to serve the proposed development.

<u>City Attorney Opinion</u>:

1. The improvements required by the City to serve the Cordero development do not violate Utah Code section 10-9a-508(1), which is the State Code governing exactions.
2. The improvements required by the City to serve the Cordero development do not violate the United States Constitution or the Utah Constitution.

Recommendation:

The City staff recommend that the Council uphold the Administrative Decision denying River Valley Development, LLC's reimbursement request based on the findings and analysis contained in the Administrative Decision.

Attachments:

1. 240207 Admin Decision Denying Cordero Reimbursement Request
2. 240207 Ex. A to Admin Decision - Cordero 700 Unit Water Model Report (6-28-22)
3. 240207 Ex. B to Admin Decision - Alpha's July 7, 2022 Letter
4. 240207 Ex. C to Admin Decision - Signed Phase 3 Will Serve Letter Request
5. 240216 Notice of Appeal
6. 2024.03.26 Appeal Letter labeled RVD 001 to 210

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

February 7, 2024

Via Email
River Valley Development, LLC
470 N. 2450 W.
Tremonton, UT 84337

Jon Sorensen, *jons@desertsagehomesutah.com*
Boyd Cook, *boydc@sierrahomes.com*
Kyle Fielding, *kyle@mcdonaldfielding.com*

RE: Hurricane City Administrative Decision in Response to Cordero Reimbursement Request

To Whom it May Concern:

This Administrative Decision is issued pursuant to Title 9, Chapter 6 of the Hurricane City Code ("HCC"), and is in response to a request for reimbursement by River Valley Development, LLC ("Developer") for the construction of improvements.

Background
The property under consideration is 200 acres of land previously isolated from existing City infrastructure (the "Property"). The Developer has sought to extend infrastructure to the Property to enable development. On November 19, 2020, the Property was granted a zone change, subject to certain conditions set out in an agreement entitled Development Agreement for Cordero Zone Change, which was recorded with the Washington County Recorder on February 5, 2021, as Document Number 20210008637 (the "Development Agreement"). The Development Agreement caps the density for the Property at 700 units. The Development Agreement also provides that the Developer and the City will enter into an agreement whereby the Developer is reimbursed by the City for the cost of constructing "eligible public facilities" and that any such reimbursement agreement shall comply with Title 9, Chapter 6 of the Hurricane City Code. Under the Code, to qualify as an "eligible public facility improvement," the improvement must create additional or excess capacity beyond the proportionate share necessary to serve the proposed development at the City's adopted level of service standards. HCC § 9-6-2. Project improvements, which are facilities planned and designed to provide service for the development resulting from the development activity, are not system improvements and do not qualify for reimbursement unless the project improvements create additional or excess capacity beyond the proportionate share necessary to service the proposed development. *Id.*; HCC 9-6-5. A developer that intends to construct eligible public facility improvements is required to submit a written request for a reimbursement to the City Manager and have the agreement executed *prior* to City approval of a final subdivision plat, site plan, building permit, or other

land use application which authorizes construction of improvements. HCC 9-6-6(A)(1). "An untimely reimbursement request shall be deemed denied and shall not be paid." HCC 9-6-6(A)(2). Presently, the Developer has already constructed most of the improvements that are the subject of the Developer's request for reimbursement.

The Request

The City has been unable to locate a written request for reimbursement submitted to the Hurricane City Manager. This Administrative Decision is in response to an email sent on December 21, 2023, to the City Engineer and the City Attorney (the "Email"). The Email consisted of a draft reimbursement agreement and two supporting exhibits. The City is treating the Email as a request for a reimbursement agreement. The draft reimbursement agreement attached to the Email contains the following proposed reimbursements:

Improvement	Requested Reimbursement Amount
Water Loop	Unspecified
2100 West Road Base and Asphalt	$84,318.00
2400[1] West Water Pipe	$388,200.00
Copper Rock Parkway Improvements	$243,863.70
Power Improvements	$310,339.00

These categories of improvements are addressed in turn below.

Water Loop

The Developer is requesting reimbursement for the construction of a looped system to serve the Property. A looped water system is a standard requirement for every development within the City. Section 3.6.4 of the Hurricane City Standards for Design & Construction provides as follows:

> 3.6.4 VALVES AND HYDRANTS. The water system shall be looped and valves shall generally be spaced such that a break in any one length of main will put no more than six hundred feet of main, nor more than two fire hydrants, out of service (whichever is less) while maintaining adequate minimum service in the remainder of the water system during repairs, except for major transmission lines, where longer spacing may be allowed. All distribution mains connecting to larger transmission mains shall be valved at the connection. All fire hydrant runs shall also be valved at the distribution main. Valves shall generally be located at street intersections.

The Property to be developed must be served by a looped water system to meet Hurricane City Standards.[2] The requirement for the water loop is not to create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. Rather, the water loop is simply required to serve the Developer's Property at the City's adopted level of service. Therefore, the installation of the water loop does not qualify for reimbursement.

2100 West Road Base and Asphalt

The Developer is requesting reimbursement for 'upsizing' 2100 West Street from 26' of asphalt to 32' of asphalt. 2100 West Street is master planned as a major collector. Per Hurricane City Standards for Design

[1] 2400 West is sometimes referred to as 2600 West in some documents and models.

[2] It is noteworthy that the Developer has previously been advised of the City's water looping requirement in construction drawings and written correspondence. *See, e.g.*, Exhibit B, ¶ 2.

and Construction, major collector streets are required to serve 201 to 600 units. *See* Street Design Standards in the Standards for Design and Construction, Table 3.1. Because the Property has been entitled to 700 units, a major collector street is required to serve the Property at the City's adopted standards. Therefore, the requirement to construct 32 feet of pavement on 2100 West is not a system improvement, but rather a requirement to provide for the needs of the project to provide safe and adequate access. The installation of 32' of asphalt on 2100 West Street does not qualify for reimbursement.

2400 West Water Pipe

The Developer is requesting reimbursement for 'upsizing' the water line in 2400 West from 3000 South to Copper Rock Parkway from an 8" line to an 18" line. Similarly, the Developer is requesting reimbursement for 'upsizing' the water line in 2900 South from 2100 West to 2600 West from an 8" line to a 12" line.

The minimum sizing of the requisite water lines to service the Developer's Property is based on a Culinary Water Distribution System Sizing & Modeling Report (The Cordero Subdivision—200 Acres—700 Dwelling Units), dated June 6, 2022, which was prepared, stamped, and submitted by Brant D. Tuttle, Developer's engineer (the "June 6, 2022 Water Model"). The June 6, 2022 Water Model is attached hereto as **Exhibit A**. The 18" and 12" water lines for which the Developer is seeking reimbursement are required by the June 6, 2022 Water Model to achieve the minimum peak day demand conditions, peak instantaneous demand conditions, and fire flow conditions required by State Code for Developer's Property. *See* June 6, 2022 Water Model, §§ 1.0; 1.4. The June 6, 2022 Water Model concluded that the Developer, by upsizing the water lines as described in the Model, would be "able to supply the pressures and meet the design criteria minimums of Utah State Code to all 700 units with the condition that fire sprinkling systems are required within the west 40 acres until additional improvements are completed that increase available fire flows." *Id.* § 1.5.

In a letter dated July 7, 2022, the City's Water Engineering Firm, Alpha Engineering, issued a letter stating that it did not take exception to the approval of the hydraulic analysis found in the June 6, 2022 Water Model. *See* Alpha Engineering July 7, 2022 Letter, attached hereto as **Exhibit B**. Also on July 7, 2022, the Developer's engineer, Brant D. Tuttle, issued a letter to the City summarizing a discussion held that day. *See* Brant D. Tuttle July 7, 2022 Letter, attached hereto as **Exhibit C**. In his letter, Mr. Tuttle acknowledged that the upsizing of the subject water lines was required to provide fire flow and peak demand requirements. *See id.* Mr. Tuttle also specifically acknowledged that "[w]ithout the upsize to the 12-inch water line the southerly portion of Phase 3 will not meet the fire flow and peak day demands." *See id.*

In summary, the Developer's own water model, submitted by Developer's engineer, requires the Developer to increase the size of the water lines in 2400 West and 2900 South to meet the minimum residential system pressures required by the Utah Code. Even with these updates, portions of the Property will still be required to install fire sprinkling systems due to inadequate pressures. Therefore, the purpose of increasing the size of the subject water lines is not to create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. Rather, the larger water lines are required to serve the Developer's Property at the minimum level of service required by the State of Utah. Therefore, the installation of the water lines does not qualify for reimbursement.

Copper Rock Parkway Improvements

The Developer is requesting reimbursement for improvements to Copper Rock Parkway, including the installation of a 12" water line from 2100 West and 2400 West and curb, gutter, sidewalk, road base, and asphalt north of Southern Shores and the eastern portion of the Property.

Regarding the reimbursement request for the water line, the 12" line is what is required by the Developer's June 6, 2022 Water Model to meet minimum State standards, so no reimbursement is available. *See* analysis in previous section.

Regarding the reimbursement request for the roadway improvements, a parallel can be drawn to the analysis of 2100 West above. Copper Rock Parkway (now Cliff View Drive) is a master planned major collector street. The improvements constructed as part of the Cordero project are required for the project access and are commensurate with the number of units that have been entitled by the City. The improvements to the North side of Cliff View Drive were volunteered by the developer to fulfill a private contractual obligation and were not a requirement of the City and are therefore not reimbursable.

Power Improvements

The Developer is requesting reimbursement for "certain electrical power pole and line relocations and oversizing." Developer did not submit any exhibits, calculations, or invoices to support the request. Regardless, the City recognizes that the Developer has paid to construct distribution power lines to extend power infrastructure to the Property. For clarity, distribution power lines transmit electricity from power substations to development, whereas transmission power lines transmit higher voltage electricity to power substations. Hurricane City charges an impact fee for the installation of transmission power lines, but not for distribution power lines. Instead of charging an impact fee for distribution power lines, developers are required to extend distribution power lines sufficient to serve the proposed development at the developers' cost.[3]

In this situation, for the Property to have power service, the Developer choose to construct power poles and distribution power lines to connect the Property to existing power infrastructure. The sizing of the poles and lines was what was necessary to deliver power to the Property sufficient to meet City standards. The purpose for the construction of the power infrastructure was not to create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. Rather, the power infrastructure was simply what was required to serve the Developer's Property pursuant to City standards. Therefore, the installation of the power infrastructure does not qualify for reimbursement.

Findings and Decision

The Developer has chosen to develop in an area with limited or no public infrastructure. As such, the Developer is responsible to extend all needed services to the area, and the City has no responsibility to fund development.

In response to the Developer's request for reimbursement, Hurricane City finds that each category of improvements constructed by Developer is what was necessary to serve the proposed 200-acre, 700-unit development at adopted levels of service. Hurricane City finds further that the construction of each

[3] This requirement was made clear to the Developer at each stage of development, including the approved construction drawings submitted by the Developer.

category of improvements constructed by Developer does not create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. *See* HCC § 9-6-2, 5. These findings are supported by the foregoing explanations of each category of improvements.

Furthermore, for each improvement that has already been constructed, the City is prohibited from issuing reimbursements for requests for such improvements pursuant to HCC 9-6-6.

Based on the information and findings herein, the reimbursement request submitted by the Developer is hereby DENIED in its entirety.

Right to Appeal

Pursuant to HCC 9-6-11, this determination by the City Engineer may be appealed to the Hurricane City Council by filing a written request with the City Manager, together with a fee of $250.00, within ten calendar days of this Decision.

Hurricane City Engineer

Arthur LeBaron, City Engineer

Culinary Water Distribution System Sizing & Modeling Report

The Cordero Subdivision

200 Acres – 700 Dwelling Units

June 27, 2022

Prepared by: Jake Black, EIT
Reviewed by: Brant Tuttle, PE
Northern Engineering, Inc.
1040 East 800 North
Orem, Utah 84097
(801) 802-8992

The Cordero Subdivision

1.0 INTRODUCTION & PURPOSE:

The original Cordero Subdivision is a 200-acre residential development located at Copper Rock Parkway and 2100 West. An 80-acre parcel has been sold for the Southern Shores Ski Lake Community, which has been designed, approved, and is under construction with 56 lots. The remaining 120-acres has been divided into the east 80-acres (299 units) consisting of single-family lots zoned R1-6, and west 40-acres (345 units) which is zoned Recreational Resort and planned for vacation rentals. The total combined unit count for the 200-acres is 700 units. The purpose of this report is to demonstrate that the proposed water distribution system can meet the anticipated peak water demands that it may come subject to. The State of Utah stipulates that public water systems be sized adequately to deliver the high flows associated with the periods of peak use and for fire flow emergencies. (See applicable Utah codes R309-105, R309-510, and R309-511 along with the International Fire Code). Typically, these peak usage events occur during the hottest period of the summer, when outdoor watering is at its highest.

- The Peak Day Demand (PDD) for a system is defined as the maximum volume of water used on any given day during the year, including water used for irrigation.
- Peak Instantaneous Demand (PID) is defined as the maximum amount of water used in a single hour, in any given day, including water used for irrigation.
- The Fire Flow Demand (FFD) is the flow rate expected at any given fire hydrant within the system and is determined by the Fire Marshall in accordance with building codes.

Delivery of these peak flows are to be provided while simultaneously keeping residual pressures within the system above certain levels. According to State Code, Public Water Systems are to ensure that distribution systems maintain a ***minimum*** residual system pressure of:

(a) <u>at least 40 psi</u> during a *peak day demand* condition;
(b) <u>at least 30 psi</u> during a *peak instantaneous demand* condition; and
(c) <u>at least 20 psi</u> during *fire flow conditions* **and** that this fire demand be experienced concurrently with a *peak day demand* condition.

1.1 WATER SYSTEM DESIGN CRITERIA:

<u>State of Utah Admin Code Section R309R-510</u> was used to calculate the Peak Day Demand for each residential lot. Both indoor use and irrigation use together was analyzed to calculate the PDD. For indoor use, Table 510-1 of State code lists a PDD of 800 gallons per day per residence. This equates to 0.556 gallons per minute. Table 510-3 lists a PDD of 4.90 gallons per minute per irrigated acre within Map Zone 6, which this project falls within. We determined this project will have an average of 3,000 square feet of irrigation per lot which equates to 0.0689 acres. Multiplying 4.90 gallons per minute per acre by 0.0689 acres equates to 0.337 gallons per minute. Adding this to the indoor use, the total PDD equals <u>0.893</u> gallons per minute. This demand was applied to all 700 lots of the project for analysis of PDD and PDD+FFD.

For the Peak Instantaneous Demand, the Peak Day Demand is multiplied by a factor of 2. This equals 1.786 gallons per minute. This demand was applied to all 700 lots of the project for the analysis of PID.

State of Utah Admin Code Section R309R-510 was used to calculate the total storage requirement for the project. Both indoor use and irrigation use together was analyzed to calculate the total storage. For indoor use, Table 510-4 of State code lists a storage of 400 gallons per residence. Table 510-5 lists a storage of 4,964 gallons per irrigated acre within Map Zone 6, which this project falls within. We determined this project will have an average of 3,000 square feet of irrigation per lot which equates to 0.0689 acres. Multiplying 4,964 gallons per acre by 0.0689 acres equates to 342 gallons. Adding this to the indoor use storage, the total storage equals 742 gallons per residence. This storage applied to all 700 lots of the project equates to a total storage requirement of 519,400 gallons.

According to the International Code, Fire Flow demand is dependent on building size.

$$FFD = \begin{cases} 1500\ GPM, & building < 3600\ ft^2 \\ 1750\ GPM, & 3600\ ft^2 < building < 4800\ ft^2 \\ 2000\ GPM, & 4800\ ft^2 < building < 6200\ ft^2 \\ 2250\ GPM, & 6200\ ft^2 < building < 7700\ ft^2 \\ 2500\ GPM, & 7700\ ft^2 < building < 9400\ ft^2 \end{cases}$$

It is anticipated that the west 40 acres will have multi-family buildings. These buildings may be larger than 3600 square feet. The model was ran with the maximum fire flow possible at the critical node while still maintaining 20 psi residual pressure throughout the entire system. This was found to be 1,250 GPM of fire flow. This will require the buildings to be fire sprinklered until additional capital improvements are completed that increase available fire flows. According to the tables in Appendix B of the 2018 IFC, building with fire sprinklers and 1250 GPM of fire flow can be up to 9,400 square feet.

To determine the most critical node to apply the FFD to, the model was ran with the FFD at several of the nodes in the southwest corner of the proposed project. This corner is higher in elevation than the rest of the system. Nodes in the corner area on 8-inch lines and 12-lines were tested. See Appendix G for an exhibit of different tests used to determine the critical node. It was confirmed that the furthest southwest and highest in elevation node was the critical node (Node 88). Appendix H contains the map and model data for the test of the critical node.

- ➔ Peak Day Demand (PDD) **0.893 GPM**
- ➔ Peak Instantaneous Demand (PID) **1.786 GPM**
- ➔ Peak Day w/ Fire Flow Flows (PDD+FFD) **0.893 GPM + 1500 GPM**

1.2 HYDRAULIC ANALYSIS AND COMPUTER MODELING:

Hydraulic modeling software programs have been developed to aid in the analysis and design of water distribution systems and, when properly prepared, have been found to accurately simulate available flows and system pressures with a system. These analyses allow the designer to size, compare, and confirm the performance of existing or proposed infrastructure.

"EPANET 2.2", a hydraulic modeling software developed by the United States Department of Environmental Protection, was utilized for the water distribution system analysis herein described. EPANET 2.2 was developed for conducting steady-state analysis of pressure pipe networks and allows the evaluation of a variety of water demands and operating conditions within a water system. The software allows the designer to link a graphical representation of the water distribution system to a database that describes the physical characteristics of each hydraulic feature (i.e. length, diameter, and roughness coefficient for a pipeline) and the physical attributes and demand conditions at junction nodes (i.e. ground elevation, demand, etc.). In a water model, junction nodes are established at all intersections between pipes as well as other water demand locations in the system. Altogether, these water models can accurately simulate the different components of the distribution system, including the piping, points of connection, system elevations, system demands, and available pressures.

1.3 DISTRIBUTION SYSTEM:

The distribution system within the model was laid within the proposed public streets. All 700 lots were divided up and their water demands applied to the nearest node. Nodes representing fire hydrants were also placed throughout the system according to fire code and Hurricane City Standards.

As per Hurricane City Standards, pipes 12-inches and larger are to be constructed as ductile iron. All smaller pipes are to be constructed as PVC. The model was created to reflect this standard. A roughness coefficient of 150 was applied to all PVC pipes and 130 to all ductile iron pipes.

Calibration:

The model was initially built to reflect only the existing infrastructure in order to calibrate to the test results from 3/11/21 where the fire hydrant at 2100W and Copper Rock Parkway intersection was tested. Those test results included: A static pressure of 95 psi at said fire hydrant. A residual pressure of 55 psi at the fire hydrant north at the intersection of 2100W and 3120S (North Slope Development) during a flow of 1,186 GPM from the hydrant at 2100W and Copper Rock Parkway.

The model reservoir elevation was adjusted until the static pressure of the model reached the tested 95 psi. The existing pipe's roughness coefficients were then adjusted to achieve the tested residual pressure during the stated flow. See Appendix B for calibration test exhibits. Once the model was calibrated, all new and proposed pipes were added and tested based on the described criteria.

1.4 SYSTEM ANALYSIS:

The goal of the model is to determine if upsizing the 8” water main in 3000 South to a 12” water main will provide sufficient flows to meet state code. The system was modeled using the following:

- Upsizing the existing 8” main in 3000 South to a 12” main from 1100 W to 2100 W.
- The new 12” main that runs down 2100 West from 3000 South to Copper Rock Parkway remains.
- The new 8” main running from 1500 West to 2100 West in approximately 2800 South remains. (across the Zarbock and Beard Property).
- The new 12” main connected to the new 8” main mentioned previous, running from 2100 West to 2600 West at approximately 2800 South remains.
- The new 18” main in 2600 West running from approximately 2800 South to Copper Rock Parkway remains.
- The new 12” main in Copper Rock Parkway running from 2600 West to 2100 West remains.

All new mains listed above have been approved and are under construction. The only new proposed change would be the upsizing of the existing 3000 S main from 1100 W to 2100 W. See Table 1 for model results. See Figure 1 for a map exhibit of main lines.

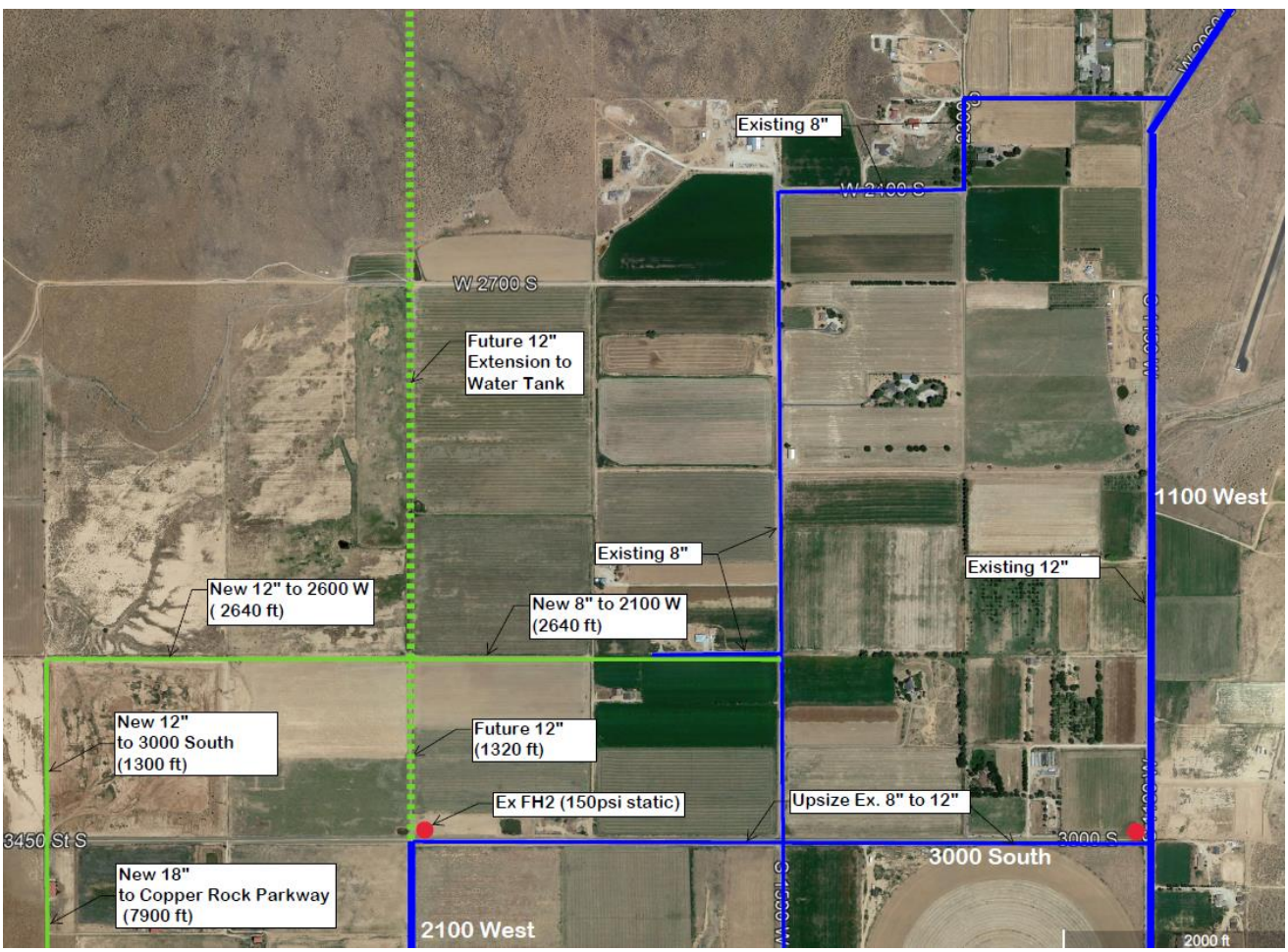


Figure 1: Map Exhibit of Main Water Lines

The calibrated model was ran with the 3000 South upsizing and all 700 units. Table 1 lists the results. The system passed PDD and PID. The system passes PDD+FFD with a 1250 GMP fire flow. **All units in the west 40 acres are required to have fire sprinkling systems until additional capital improvements are completed that increase available fire flows.**

Table 1 – Minimum Connection Pressure Values:

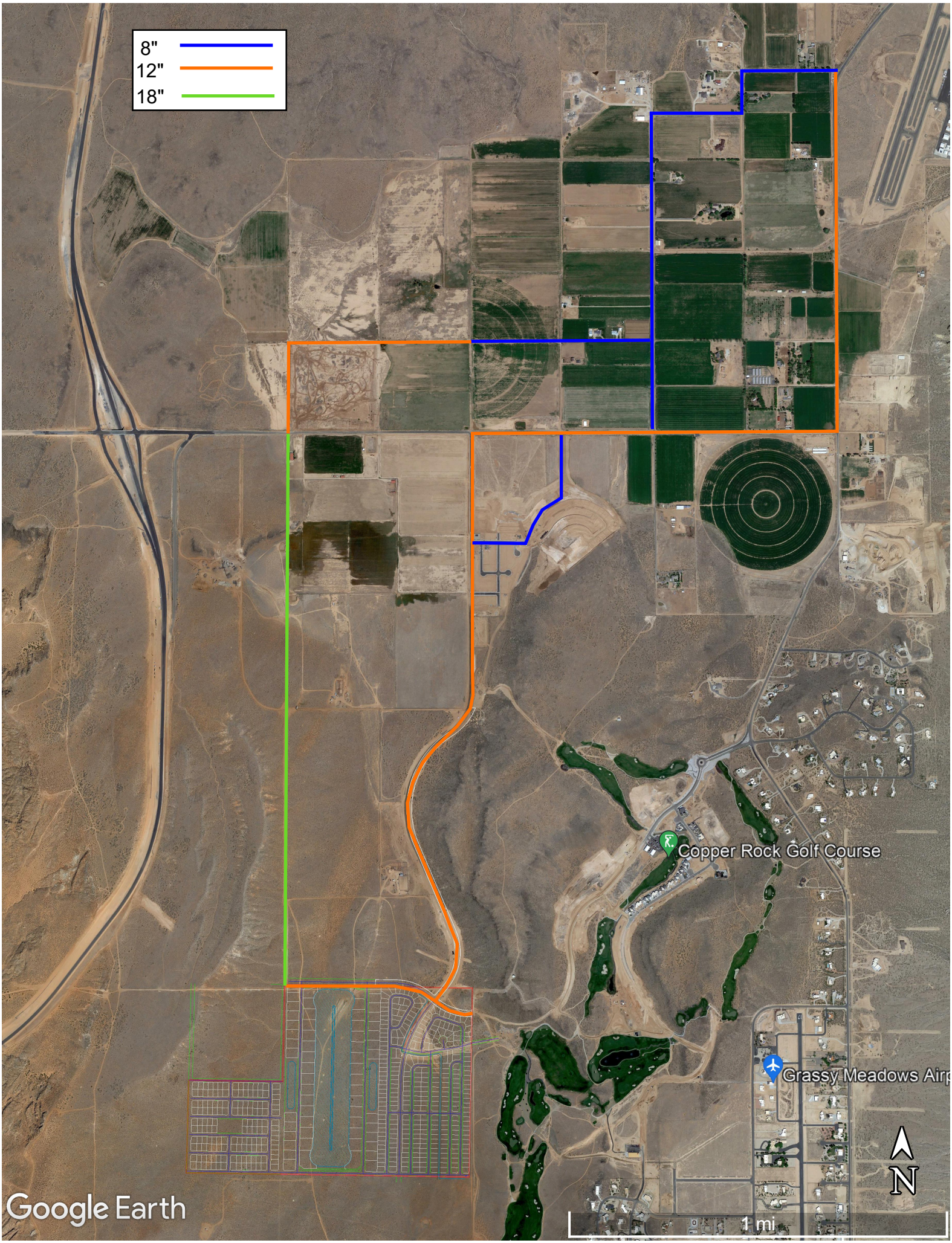
MODEL	LOWEST RESULTING PRESSURE PSI			MODEL RESULTS: PASS/FAIL
	PDD (P>40psi)	PID (P>30psi)	PDD+FFD (P>20psi)	
SCENARIO 1	**55.01**	**42.67**	**21.15**	**PASS**

1.5 CONCLUSION:

By upsizing the existing 8" water main in 3000 South to a 12" main, the water system is able to supply the pressures and meet the design criteria minimums of Utah State Code to all 700 units with the condition that fire sprinkling systems are required within the west 40 acres until additional capital improvements are completed that increase available fire flows.

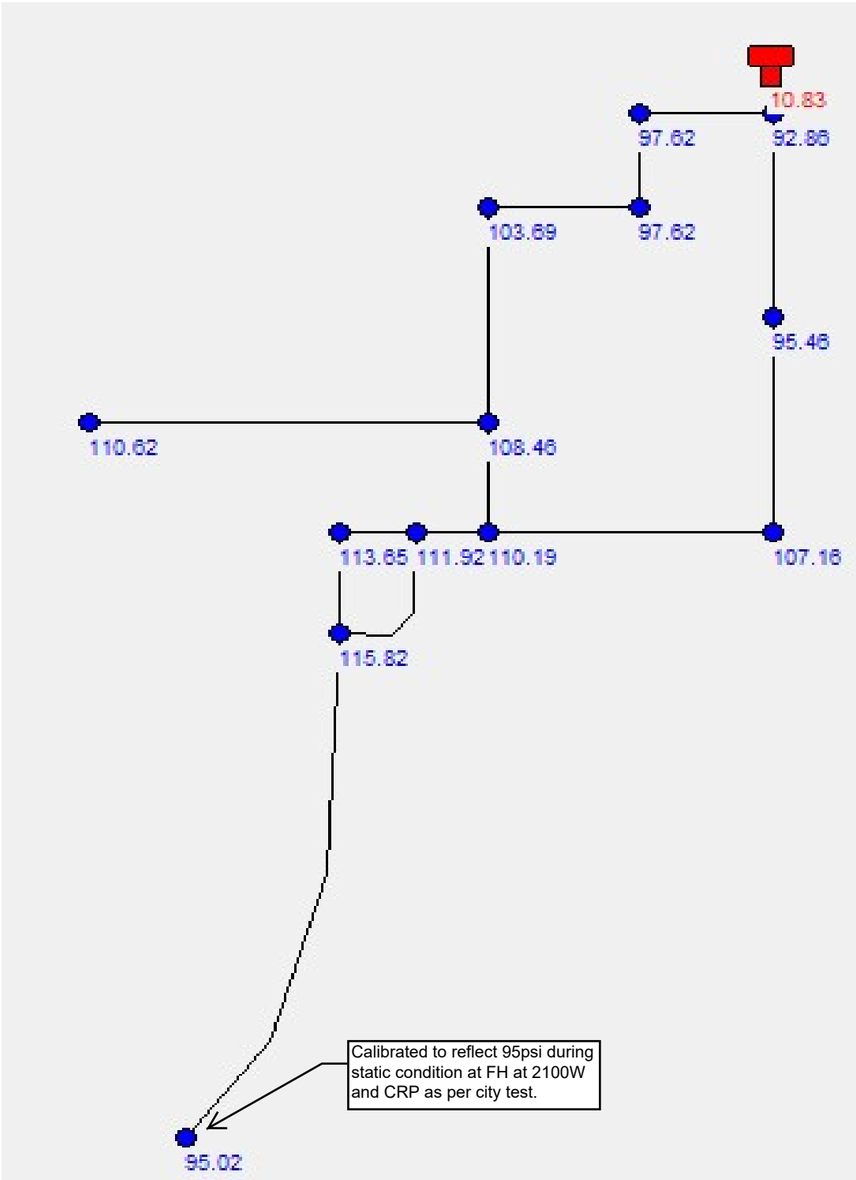
1.6 APPENDIX:

Appendix A – Offsite Water System Map
Appendix B – Calibration Tests
Appendix C – Node and Link ID Sheets
Appendix D – Static Test Map and Data
Appendix E – PDD Test Map and Data
Appendix F – PID Test Map and Data
Appendix G – Controlling FH Location Exhibit
Appendix H – PDD + FF Test Map and Data

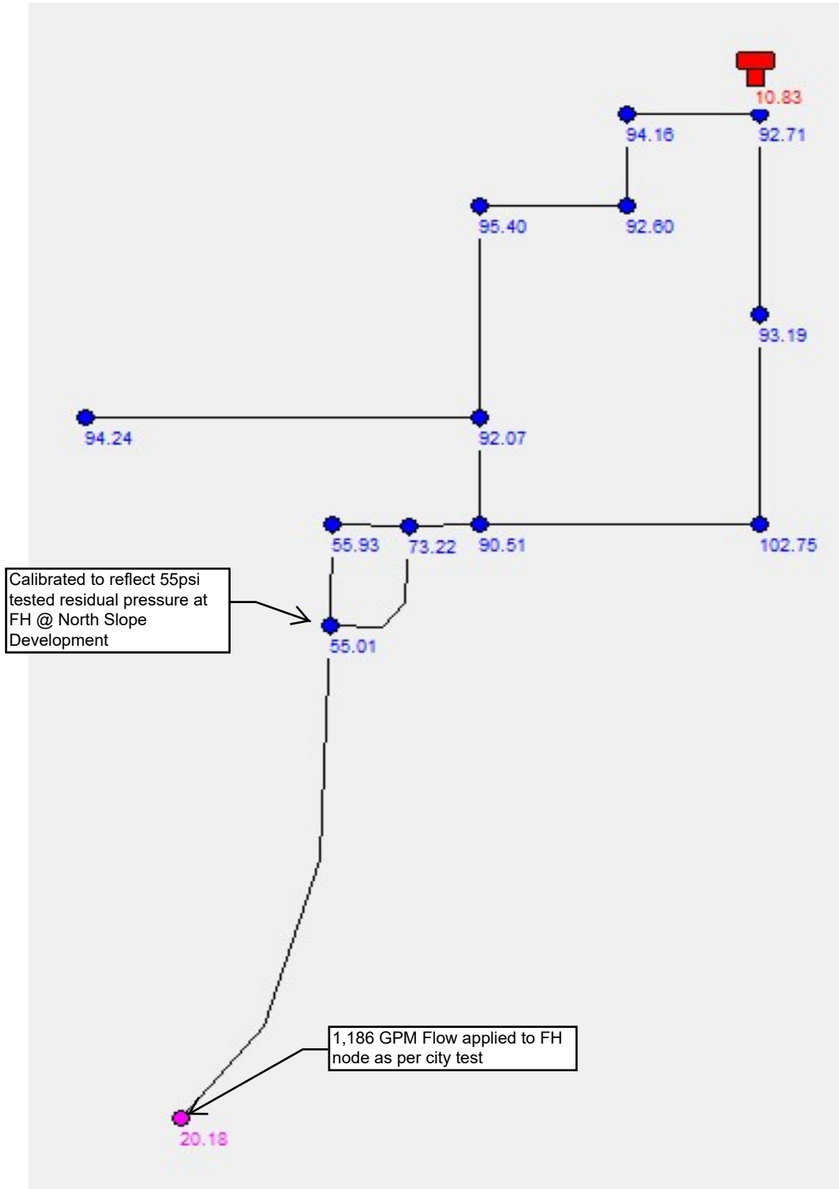

8"
12"
18"
Copper Rock Golf Course
Grassy Meadows Airp
N
1 mi
Google Earth

Existing System Calibration

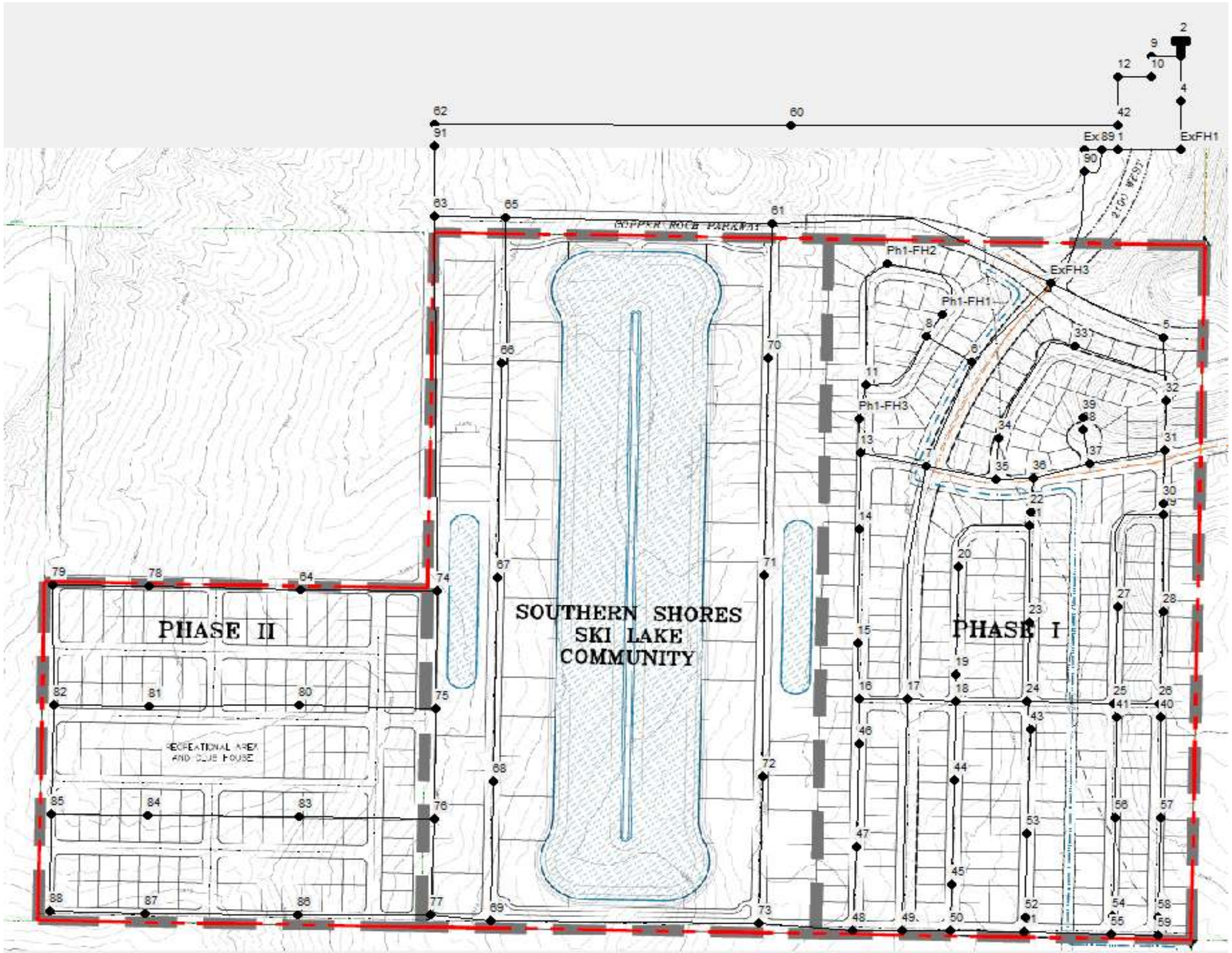
Static Condition of Existing System
FH @ 2100 W and Copper Rock Parkway Tested PSI = 95



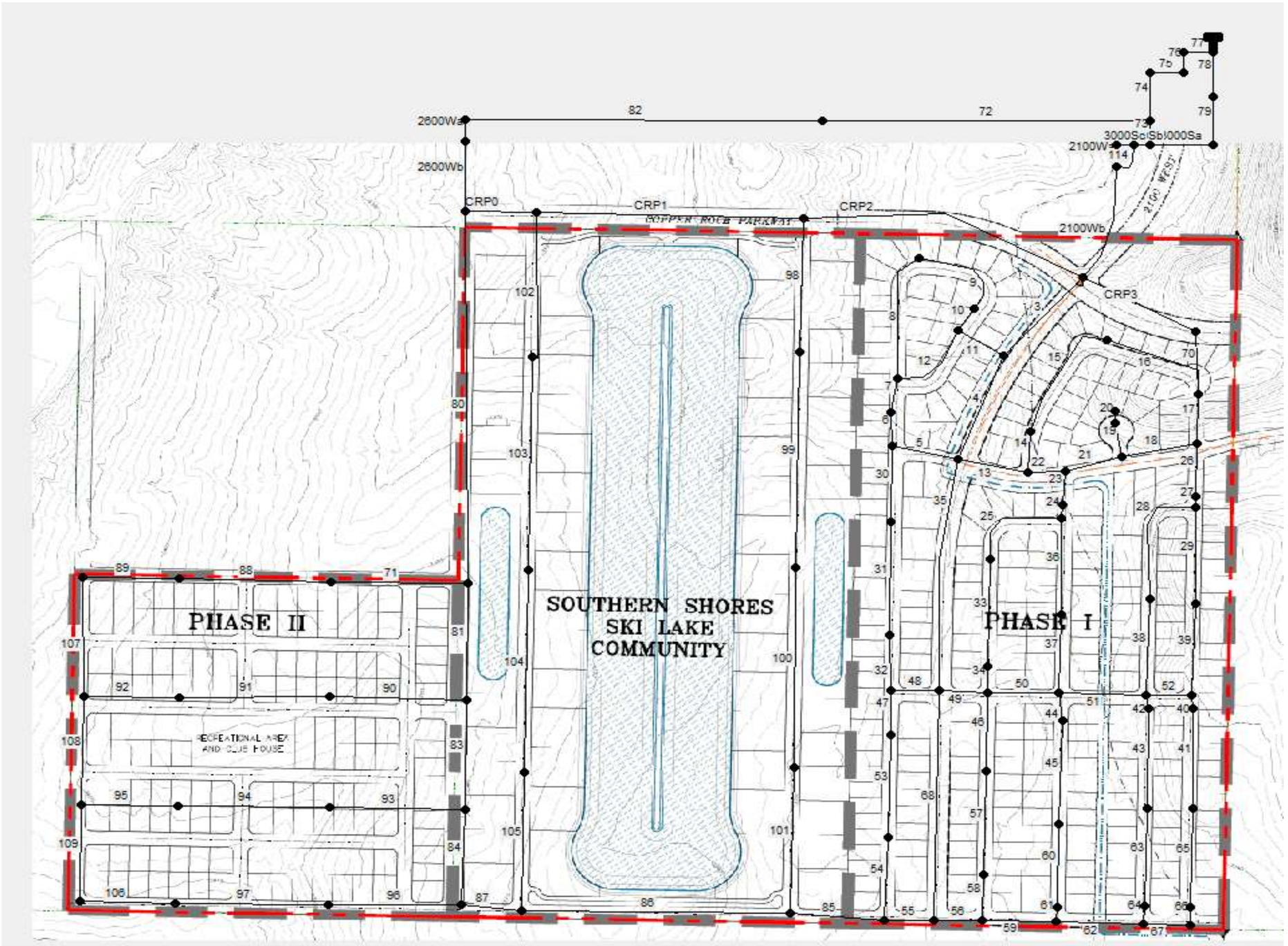
1,186 GPM Flow From FH @ 2100 W and Copper Rock Parkway
Residual Pressure at North Slope Development FH = 55 Psi



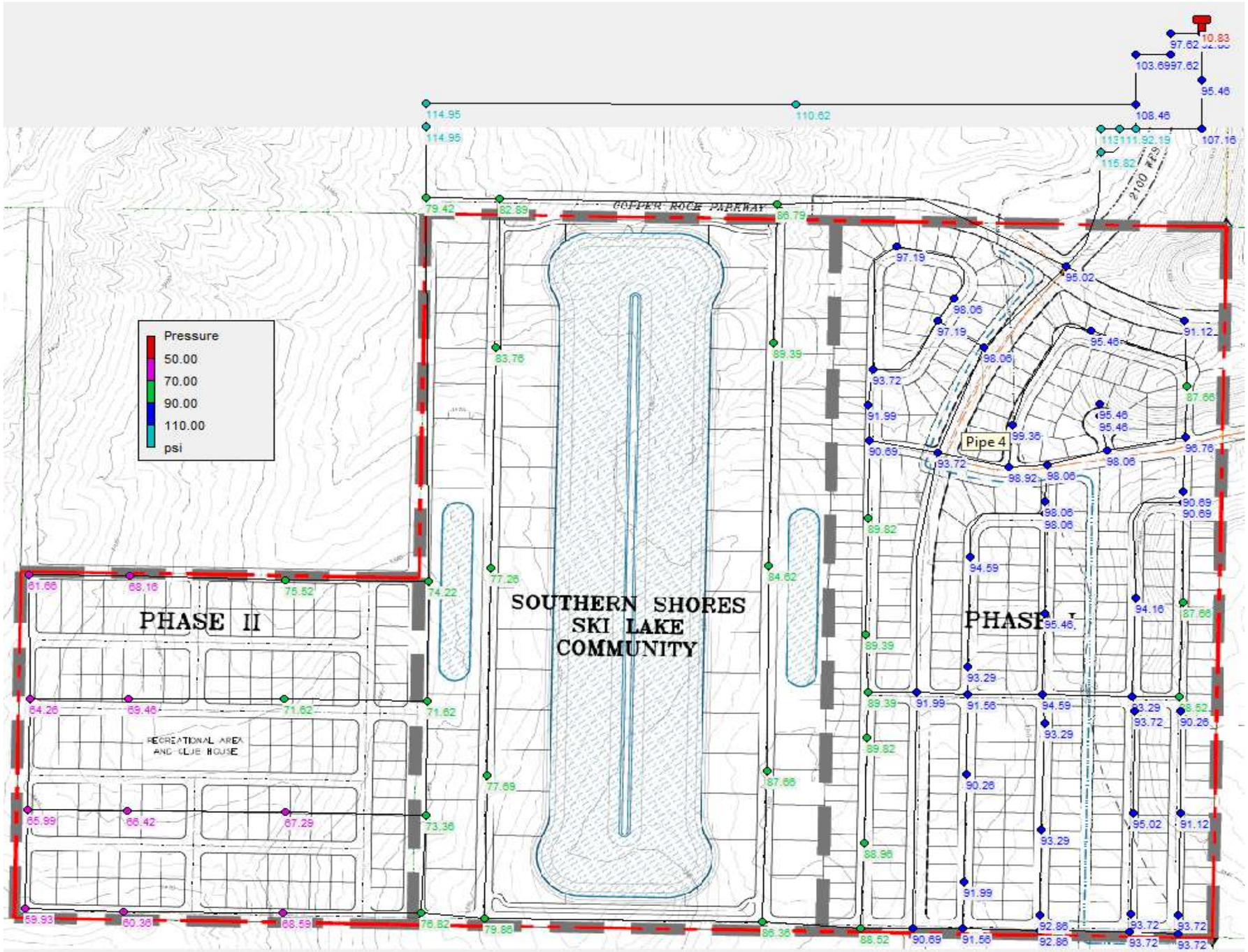
Node IDs and Locations



Link IDs and Locations



Static - No Demands



Static - No Demands - Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 88	3414	0	3552.3	59.93
Junc 87	3413	0	3552.3	60.36
Junc 79	3410	0	3552.3	61.66
Junc 82	3404	0	3552.3	64.26
Junc 85	3400	0	3552.3	65.99
Junc 84	3399	0	3552.3	66.42
Junc 83	3397	0	3552.3	67.29
Junc 78	3395	0	3552.3	68.16
Junc 86	3394	0	3552.3	68.59
Junc 81	3392	0	3552.3	69.46
Junc 75	3387	0	3552.3	71.62
Junc 80	3387	0	3552.3	71.62
Junc 76	3383	0	3552.3	73.36
Junc 74	3381	0	3552.3	74.22
Junc 64	3378	0	3552.3	75.52
Junc 77	3375	0	3552.3	76.82
Junc 67	3374	0	3552.3	77.26
Junc 68	3373	0	3552.3	77.69
Junc 63	3369	0	3552.3	79.42
Junc 69	3368	0	3552.3	79.86
Junc 65	3361	0	3552.3	82.89
Junc 66	3359	0	3552.3	83.76
Junc 71	3357	0	3552.3	84.62
Junc 73	3353	0	3552.3	86.36
Junc 61	3352	0	3552.3	86.79
Junc 28	3350	0	3552.3	87.66
Junc 72	3350	0	3552.3	87.66
Junc 32	3350	0	3552.3	87.66
Junc 26	3348	0	3552.3	88.52
Junc 48	3348	0	3552.3	88.52
Junc 47	3347	0	3552.3	88.96
Junc 15	3346	0	3552.3	89.39

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 16	3346	0	3552.3	89.39
Junc 70	3346	0	3552.3	89.39
Junc 14	3345	0	3552.3	89.82
Junc 46	3345	0	3552.3	89.82
Junc 44	3344	0	3552.3	90.26
Junc 40	3344	0	3552.3	90.26
Junc 49	3343	0	3552.3	90.69
Junc 29	3343	0	3552.3	90.69
Junc 30	3343	0	3552.3	90.69
Junc 13	3343	0	3552.3	90.69
Junc 57	3342	0	3552.3	91.12
Junc 5	3342	0	3552.3	91.12
Junc 50	3341	0	3552.3	91.56
Junc 18	3341	0	3552.3	91.56
Junc Ph1-FH3	3340	0	3552.3	91.99
Junc 45	3340	0	3552.3	91.99
Junc 17	3340	0	3552.3	91.99
Junc 3	3338	0	3552.3	92.86
Junc 52	3338	0	3552.3	92.86
Junc 51	3338	0	3552.3	92.86
Junc 53	3337	0	3552.3	93.29
Junc 43	3337	0	3552.3	93.29
Junc 19	3337	0	3552.3	93.29
Junc 25	3337	0	3552.3	93.29
Junc 7	3336	0	3552.3	93.72
Junc 58	3336	0	3552.3	93.72
Junc 55	3336	0	3552.3	93.72
Junc 54	3336	0	3552.3	93.72
Junc 11	3336	0	3552.3	93.72
Junc 41	3336	0	3552.3	93.72
Junc 59	3336	0	3552.3	93.72
Junc 27	3335	0	3552.3	94.16

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3552.3	94.59
Junc 24	3334	0	3552.3	94.59
Junc 56	3333	0	3552.3	95.02
Junc ExFH3	3333	0	3552.3	95.02
Junc 23	3332	0	3552.3	95.46
Junc 33	3332	0	3552.3	95.46
Junc 38	3332	0	3552.3	95.46
Junc 4	3332	0	3552.3	95.46
Junc 39	3332	0	3552.3	95.46
Junc 31	3329	0	3552.3	96.76
Junc 8	3328	0	3552.3	97.19
Junc Ph1-FH2	3328	0	3552.3	97.19
Junc 10	3327	0	3552.3	97.62
Junc 9	3327	0	3552.3	97.62
Junc 21	3326	0	3552.3	98.06
Junc 22	3326	0	3552.3	98.06
Junc 37	3326	0	3552.3	98.06
Junc 36	3326	0	3552.3	98.06
Junc 6	3326	0	3552.3	98.06
Junc Ph1-FH1	3326	0	3552.3	98.06
Junc 35	3324	0	3552.3	98.92
Junc 34	3323	0	3552.3	99.36
Junc 12	3313	0	3552.3	103.69
Junc ExFH1	3305	0	3552.3	107.16
Junc 42	3302	0	3552.3	108.46
Junc 1	3298	0	3552.3	110.19
Junc 60	3297	0	3552.3	110.62
Junc 89	3294	0	3552.3	111.92
Junc ExFH2	3290	0	3552.3	113.65
Junc 62	3287	0	3552.3	114.95
Junc 91	3287	0	3552.3	114.95
Junc 90	3285	0	3552.3	115.82

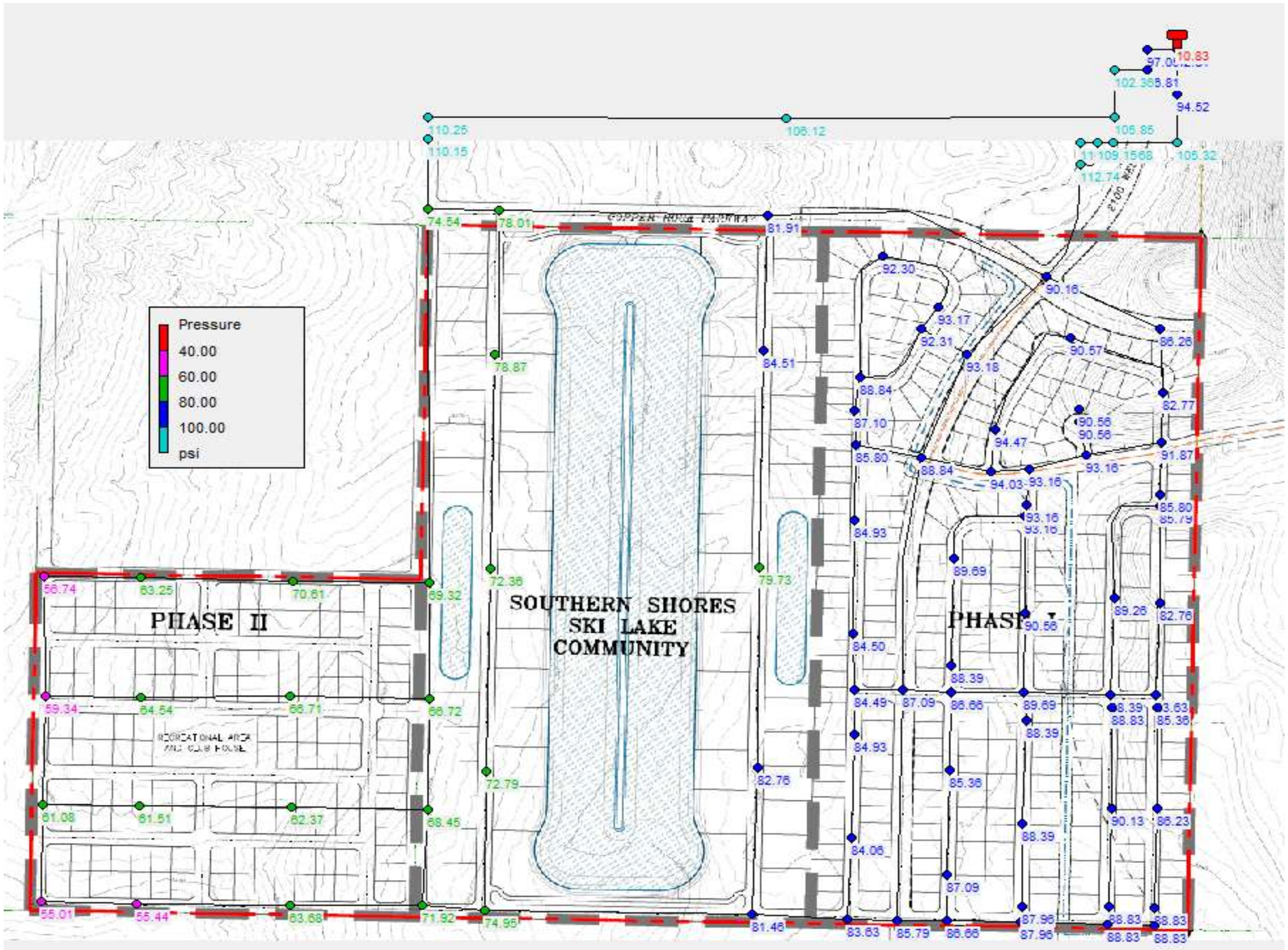
Static - No Demands - Links

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 67	154.89	12	130	0	0
Pipe 40	49.07	8	150	0	0
Pipe 20	45.7	8	150	0	0
Pipe 19	127.75	8	150	0	0
Pipe CRP0	250	12	130	0	0
Pipe 59	248.84	12	130	0	0
Pipe 107	430	12	130	0	0
Pipe 89	430	12	130	0	0
Pipe 88	430	12	130	0	0
Pipe 71	430	12	130	0	0
Pipe 66	66.34	8	150	0	0
Pipe 65	372.36	8	150	0	0
Pipe 1	75	12	112	0	0
Pipe 41	372.25	8	150	0	0
Pipe 68	860.44	12	130	0	0
Pipe 38	362.01	8	150	0	0
Pipe 56	162.17	12	130	0	0
Pipe 28	478.35	8	150	0	0
Pipe 37	293.37	8	150	0	0
Pipe 108	430	12	130	0	0
Pipe 36	361.83	8	150	0	0
Pipe 42	49.2	8	150	0	0
Pipe 63	366.83	8	150	0	0
Pipe 43	372.26	8	150	0	0
Pipe 95	430	8	150	0	0
Pipe 93	430	8	150	0	0
Pipe 94	430	8	150	0	0
Pipe 62	293.1	12	130	0	0
Pipe CRP1	950	12	130	0	0
Pipe 97	430	12	130	0	0
Pipe 96	430	12	130	0	0
Pipe 106	430	12	130	0	0
Pipe 109	430	12	130	0	0
Pipe 44	106.8	8	150	0	0
Pipe 90	430	8	150	0	0
Pipe 92	430	8	150	0	0
Pipe 91	430	8	150	0	0
Pipe 101	440	8	150	0	0
Pipe 100	880	8	150	0	0
Pipe 98	440	8	150	0	0

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 99	880	8	150	0	0
Pipe 35	874.02	12	130	0	0
Pipe 60	311.45	8	150	0	0
Pipe 45	385.3	8	150	0	0
Pipe 73	1330	8	112	0	0
Pipe 48	159.97	8	150	0	0
Pipe 57	390.74	8	150	0	0
Pipe 46	292.53	8	150	0	0
Pipe 58	169.58	8	150	0	0
Pipe 61	55.41	8	150	0	0
Pipe 2600W	7900	18	130	-0.01	0
Pipe CRP2	1000	12	130	0	0
Pipe 80	1400	18	130	-0.01	0
Pipe 81	430	18	130	-0.01	0
Pipe 23	129.72	8	150	0	0
Pipe 83	430	18	130	-0.01	0
Pipe 24	45.86	8	150	0	0
Pipe 84	430	18	130	-0.01	0
Pipe 55	167.7	8	150	0	0
Pipe 114	2460	8	150	0	0
Pipe 105	440	8	150	0	0
Pipe 104	880	8	150	0	0
Pipe 103	880	8	150	0	0
Pipe 102	440	8	150	0	0
Pipe 53	385.25	8	150	0	0
Pipe 47	165.56	8	150	0	0
Pipe 54	308.02	8	150	0	0
Pipe 64	66.37	8	150	0	0
Pipe 34	99.03	8	150	0	0
Pipe 25	368.41	8	150	0	0
Pipe 33	399.99	8	150	0	0
Pipe 51	293.49	8	150	0	0
Pipe 17	186.67	8	150	0	0
Pipe 39	342.98	8	150	0	0
Pipe 29	361.83	8	150	0	0
Pipe 2100W	1550	12	112	0.01	0
Pipe 3000Sc	1330	12	130	0.01	0
Pipe 52	152.35	8	150	0	0
Pipe 49	163.95	8	150	0	0
Pipe 26	198.2	8	150	0	0

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 27	41.9	8	150	0	0
Pipe 82	2640	12	130	-0.01	0
Pipe 2600Wa	1300	12	130	-0.01	0
Pipe CRP3	420	12	130	0.01	0
Pipe 30	281.87	8	150	0	0
Pipe 32	209.62	8	150	0	0
Pipe 31	422.84	8	150	0	0
Pipe 2100Wb	7070	12	112	0.01	0
Pipe 3000Sb	1330	12	130	0.01	0
Pipe 22	125.92	8	150	0	0
Pipe 12	304.26	8	150	0	0
Pipe 50	239.95	8	150	0	0
Pipe 3000Sa	2650	12	130	0.01	0
Pipe 78	2643	12	112	0.01	0
Pipe 79	2674	12	112	0.01	0
Pipe 85	340	8	150	0	0
Pipe 7	127.12	8	150	0	0
Pipe 6	129.55	8	150	0	0
Pipe 11	179.66	8	150	0	0
Pipe 86	920	8	150	0	0
Pipe 3	384.76	12	130	0.01	0
Pipe 21	197.76	8	150	0	0
Pipe 18	259.94	8	150	0	0
Pipe 13	238.37	8	150	0.01	0
Pipe 72	2640	8	112	0.01	0
Pipe 70	200	8	150	0.01	0
Pipe 4	413.75	12	130	0.01	0
Pipe 87	240	8	150	0.01	0
Pipe 5	225.58	8	150	0.01	0
Pipe 77	1340	8	112	0.01	0
Pipe 76	628	8	112	0.01	0
Pipe 74	3268	8	112	0.01	0
Pipe 75	1320	8	112	0.01	0
Pipe 8	487.49	8	150	0.01	0
Pipe 10	96.13	8	150	0.01	0
Pipe 9	355.92	8	150	0.01	0
Pipe 14	156.58	8	150	0.01	0
Pipe 16	415.24	8	150	0.01	0
Pipe 15	480.87	8	150	0.01	0

Peak Daily Demand (PDD)



Peak Daily Demand (PDD) Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi	
Junc 88	3414	8.93	3540.96	**55.01**	**40 req.**
Junc 87	3413	16.97	3540.96	55.44	
Junc 79	3410	8.93	3540.96	56.74	
Junc 82	3404	16.97	3540.95	59.34	
Junc 85	3400	16.97	3540.95	61.08	
Junc 84	3399	33.93	3540.95	61.51	
Junc 83	3397	34.83	3540.95	62.37	
Junc 78	3395	16.97	3540.96	63.25	
Junc 86	3394	16.97	3540.96	63.68	
Junc 81	3392	33.93	3540.95	64.54	
Junc 80	3387	33.93	3540.95	66.71	
Junc 75	3387	16.97	3540.98	66.72	
Junc 76	3383	16.97	3540.97	68.45	
Junc 74	3381	8.93	3540.98	69.32	
Junc 64	3378	16.97	3540.97	70.61	
Junc 77	3375	8.93	3540.97	71.92	
Junc 67	3374	8.04	3540.99	72.36	
Junc 68	3373	8.04	3540.98	72.79	
Junc 63	3369	0	3541.02	74.54	
Junc 69	3368	0	3540.98	74.95	
Junc 65	3361	0	3541.03	78.01	
Junc 66	3359	8.93	3541.01	78.87	
Junc 71	3357	8.04	3541.01	79.73	
Junc 73	3353	0	3541	81.46	
Junc 61	3352	0	3541.04	81.91	
Junc 72	3350	8.04	3541	82.76	
Junc 28	3350	0	3541	82.76	
Junc 32	3350	0	3541.03	82.77	
Junc 26	3348	16.07	3541	83.63	
Junc 48	3348	11.61	3541	83.63	
Junc 47	3347	0	3541	84.06	
Junc 16	3346	24.11	3541	84.49	

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 15	3346	0	3541.01	84.5
Junc 70	3346	8.93	3541.03	84.51
Junc 46	3345	0	3541	84.93
Junc 14	3345	0	3541.01	84.93
Junc 40	3344	0	3541	85.36
Junc 44	3344	0	3541	85.36
Junc 49	3343	0	3541	85.79
Junc 29	3343	18.75	3541	85.79
Junc 30	3343	0	3541	85.8
Junc 13	3343	16.97	3541.02	85.8
Junc 57	3342	0	3541	86.23
Junc 5	3342	0	3541.07	86.26
Junc 50	3341	10.72	3541	86.66
Junc 18	3341	19.65	3541	86.66
Junc 45	3340	0	3541	87.09
Junc 17	3340	0	3541	87.09
Junc Ph1-FH3	3340	0	3541.02	87.1
Junc 51	3338	10.27	3541	87.96
Junc 52	3338	0	3541	87.96
Junc 25	3337	14.29	3541	88.39
Junc 53	3337	0	3541	88.39
Junc 43	3337	0	3541	88.39
Junc 19	3337	0	3541	88.39
Junc 59	3336	8.04	3541	88.83
Junc 58	3336	0	3541	88.83
Junc 41	3336	0	3541	88.83
Junc 54	3336	0	3541	88.83
Junc 55	3336	8.04	3541	88.83
Junc 7	3336	0	3541.02	88.84
Junc 11	3336	18.75	3541.02	88.84
Junc 27	3335	0	3541	89.26
Junc 24	3334	19.65	3541	89.69

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3541	89.69
Junc 56	3333	0	3541	90.13
Junc ExFH3	3333	0	3541.09	90.16
Junc 23	3332	0	3541	90.56
Junc 38	3332	6.25	3541.01	90.56
Junc 39	3332	0	3541.01	90.56
Junc 33	3332	0	3541.03	90.57
Junc 31	3329	12.5	3541.01	91.87
Junc Ph1-FH2	3328	0	3541.03	92.3
Junc 8	3328	11.61	3541.03	92.31
Junc 3	3338	0	3552.2	92.81
Junc 21	3326	19.65	3541	93.16
Junc 22	3326	0	3541.01	93.16
Junc 36	3326	0.89	3541.01	93.16
Junc 37	3326	1.79	3541.01	93.16
Junc Ph1-FH1	3326	0	3541.03	93.17
Junc 6	3326	0	3541.04	93.18
Junc 35	3324	16.97	3541.02	94.03
Junc 34	3323	0	3541.02	94.47
Junc 4	3332	0	3550.14	94.52
Junc 10	3327	0	3550.42	96.81
Junc 9	3327	0	3550.99	97.05
Junc 12	3313	0	3549.23	102.36
Junc ExFH1	3305	0	3548.06	105.32
Junc 42	3302	0	3546.29	105.85
Junc 60	3297	0	3541.91	106.12
Junc 1	3298	0	3546.5	107.68
Junc 89	3294	0	3545.91	109.15
Junc 91	3287	0	3541.22	110.15
Junc 62	3287	0	3541.44	110.25
Junc ExFH2	3290	0	3545.63	110.76
Junc 90	3285	0	3545.19	112.74

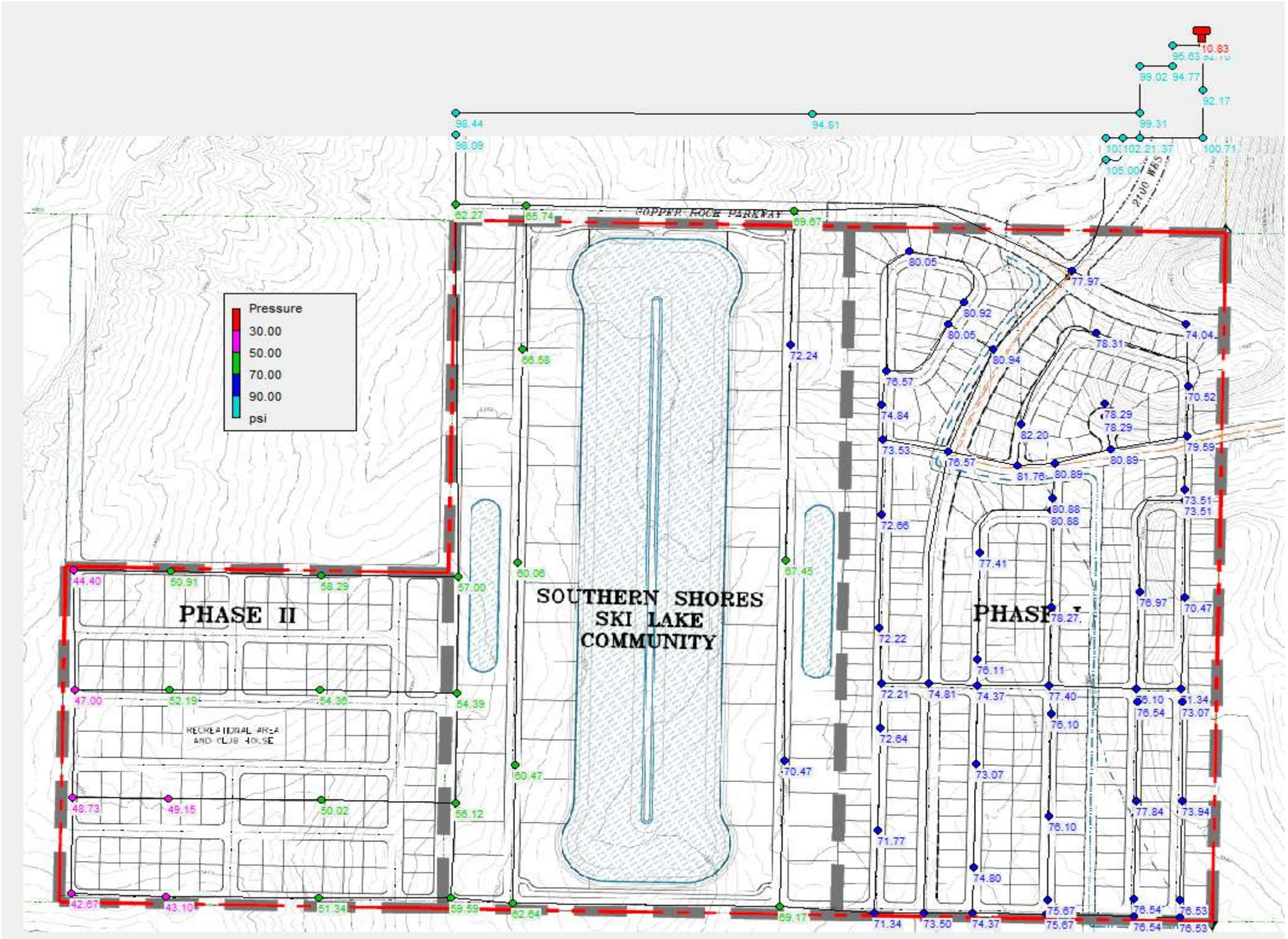
Peak Daily Demand (PDD) Links

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 20	45.7	8	150	0	0
Pipe 65	372.36	8	150	1.5	0.01
Pipe 41	372.25	8	150	1.5	0.01
Pipe 66	66.34	8	150	1.5	0.01
Pipe 40	49.07	8	150	1.5	0.01
Pipe 64	66.37	8	150	1.81	0.01
Pipe 43	372.26	8	150	1.81	0.01
Pipe 42	49.2	8	150	1.81	0.01
Pipe 63	366.83	8	150	1.81	0.01
Pipe 67	154.89	12	130	6.54	0.02
Pipe 108	430	12	130	7.23	0.02
Pipe 44	106.8	8	150	3.29	0.02
Pipe 61	55.41	8	150	3.29	0.02
Pipe 60	311.45	8	150	3.29	0.02
Pipe 45	385.3	8	150	3.29	0.02
Pipe 52	152.35	8	150	3.61	0.02
Pipe 62	293.1	12	130	12.77	0.04
Pipe 21	197.76	8	150	6.19	0.04
Pipe 19	127.75	8	150	6.25	0.04
Pipe 57	390.74	8	150	6.86	0.04
Pipe 58	169.58	8	150	6.86	0.04
Pipe 46	292.53	8	150	6.86	0.04
Pipe 51	293.49	8	150	7.13	0.05
Pipe 84	430	18	130	42.5	0.05
Pipe 59	248.84	12	130	19.75	0.06
Pipe 48	159.97	8	150	-10.16	0.06
Pipe 56	162.17	12	130	23.61	0.07
Pipe 55	167.7	8	150	-10.81	0.07
Pipe 33	399.99	8	150	10.94	0.07
Pipe 34	99.03	8	150	10.94	0.07
Pipe 25	368.41	8	150	10.94	0.07
Pipe 38	362.01	8	150	12.58	0.08
Pipe 28	478.35	8	150	12.58	0.08
Pipe 85	340	8	150	13.02	0.08
Pipe 94	430	8	150	13.02	0.08
Pipe 105	440	8	150	13.17	0.08
Pipe 109	430	12	130	-30.65	0.09
Pipe 101	440	8	150	13.77	0.09
Pipe 54	308.02	8	150	13.82	0.09
Pipe 53	385.25	8	150	13.82	0.09

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 47	165.56	8	150	13.82	0.09
Pipe 39	342.98	8	150	13.97	0.09
Pipe 29	361.83	8	150	13.97	0.09
Pipe 18	259.94	8	150	14.24	0.09
Pipe CRP0	250	12	130	32.1	0.09
Pipe 50	239.95	8	150	14.44	0.09
Pipe 91	430	8	150	15.02	0.1
Pipe 68	860.44	12	130	34.42	0.1
Pipe 37	293.37	8	150	15.63	0.1
Pipe 36	361.83	8	150	15.63	0.1
Pipe 10	96.13	8	150	-16.24	0.1
Pipe 9	355.92	8	150	-16.24	0.1
Pipe 8	487.49	8	150	-16.24	0.1
Pipe 5	225.58	8	150	17.43	0.11
Pipe 106	430	12	130	39.58	0.11
Pipe 92	430	8	150	-18.91	0.12
Pipe 107	430	12	130	43.11	0.12
Pipe 95	430	8	150	-20.91	0.13
Pipe 83	430	18	130	107.32	0.14
Pipe 104	880	8	150	21.21	0.14
Pipe 100	880	8	150	21.81	0.14
Pipe 89	430	12	130	52.04	0.15
Pipe 97	430	12	130	56.55	0.16
Pipe 16	415.24	8	150	-25.83	0.16
Pipe 15	480.87	8	150	-25.83	0.16
Pipe 14	156.58	8	150	-25.83	0.16
Pipe 86	920	8	150	26.79	0.17
Pipe 6	129.55	8	150	-27.32	0.17
Pipe 7	127.12	8	150	-27.32	0.17
Pipe 32	209.62	8	150	27.78	0.18
Pipe 31	422.84	8	150	27.78	0.18
Pipe 30	281.87	8	150	27.78	0.18
Pipe 103	880	8	150	29.25	0.19
Pipe 12	304.26	8	150	29.83	0.19
Pipe 99	880	8	150	29.85	0.19
Pipe 49	163.95	8	150	30.01	0.19
Pipe 88	430	12	130	69.01	0.2
Pipe CRP1	950	12	130	70.28	0.2
Pipe 13	238.37	8	150	32.05	0.2
Pipe 96	430	12	130	73.52	0.21

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 35	874.02	12	130	74.58	0.21
Pipe 81	430	18	130	173.23	0.22
Pipe 102	440	8	150	38.18	0.24
Pipe 71	430	12	130	85.98	0.24
Pipe 98	440	8	150	38.78	0.25
Pipe 87	240	8	150	39.95	0.26
Pipe 22	125.92	8	150	-40.91	0.26
Pipe CRP3	420	12	130	-97.86	0.28
Pipe 27	41.9	8	150	45.3	0.29
Pipe 26	198.2	8	150	45.3	0.29
Pipe 24	45.86	8	150	46.21	0.29
Pipe 23	129.72	8	150	46.21	0.29
Pipe 2600Wb	7900	18	130	236.04	0.3
Pipe 93	430	8	150	47.85	0.31
Pipe CRP2	1000	12	130	-109.06	0.31
Pipe 90	430	8	150	48.95	0.31
Pipe 80	1400	18	130	268.15	0.34
Pipe 4	413.75	12	130	124.06	0.35
Pipe 11	179.66	8	150	-57.68	0.37
Pipe 73	1330	8	112	-66.39	0.42
Pipe 17	186.67	8	150	72.03	0.46
Pipe 3	384.76	12	130	181.74	0.52
Pipe 70	200	8	150	-97.86	0.62
Pipe 82	2640	12	130	236.04	0.67
Pipe 2600Wa	1300	12	130	236.04	0.67
Pipe 3000Sc	1330	12	130	264.22	0.75
Pipe 2100Wa	1550	12	112	264.22	0.75
Pipe 114	2460	8	150	124.44	0.79
Pipe 75	1320	8	112	-169.65	1.08
Pipe 76	628	8	112	-169.65	1.08
Pipe 77	1340	8	112	-169.65	1.08
Pipe 74	3268	8	112	-169.65	1.08
Pipe 2100Wb	7070	12	112	388.66	1.1
Pipe 3000Sb	1330	12	130	388.66	1.1
Pipe 3000Sa	2650	12	130	455.06	1.29
Pipe 78	2643	12	112	455.06	1.29
Pipe 79	2674	12	112	455.06	1.29
Pipe 72	2640	8	112	-236.04	1.51
Pipe 1	75	12	112	624.7	1.77

Peak Instantaneous Demand (PID)



Peak Instantaneous Demand (PID) Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi	
Junc 88	3414	17.86	3512.47	**42.67**	**30 req.**
Junc 87	3413	33.94	3512.48	43.1	
Junc 79	3410	17.89	3512.47	44.4	
Junc 82	3404	33.94	3512.46	47	
Junc 85	3400	33.94	3512.46	48.73	
Junc 84	3399	67.86	3512.44	49.15	
Junc 83	3397	69.66	3512.45	50.02	
Junc 78	3395	33.94	3512.49	50.91	
Junc 86	3394	33.94	3512.49	51.34	
Junc 81	3392	67.86	3512.45	52.19	
Junc 80	3387	67.86	3512.45	54.36	
Junc 75	3387	33.94	3512.54	54.39	
Junc 76	3383	33.94	3512.53	56.12	
Junc 74	3381	17.86	3512.56	57	
Junc 64	3378	33.94	3512.52	58.29	
Junc 77	3375	17.86	3512.53	59.59	
Junc 67	3374	16.08	3512.6	60.06	
Junc 68	3373	16.08	3512.57	60.47	
Junc 63	3369	0	3512.71	62.27	
Junc 69	3368	0	3512.56	62.64	
Junc 65	3361	0	3512.72	65.74	
Junc 66	3359	17.86	3512.66	66.58	
Junc 71	3357	16.08	3512.67	67.45	
Junc 73	3353	0	3512.63	69.17	
Junc 61	3352	0	3512.78	69.67	
Junc 72	3350	16.08	3512.63	70.47	
Junc 28	3350	0	3512.64	70.47	
Junc 32	3350	0	3512.75	70.52	
Junc 48	3348	23.22	3512.63	71.34	
Junc 26	3348	32.14	3512.63	71.34	
Junc 47	3347	0	3512.64	71.77	
Junc 16	3346	48.22	3512.65	72.21	

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 15	3346	0	3512.66	72.22
Junc 70	3346	17.86	3512.73	72.24
Junc 46	3345	0	3512.65	72.64
Junc 14	3345	0	3512.69	72.66
Junc 40	3344	0	3512.63	73.07
Junc 44	3344	0	3512.64	73.07
Junc 49	3343	0	3512.64	73.5
Junc 29	3343	37.5	3512.65	73.51
Junc 30	3343	0	3512.65	73.51
Junc 13	3343	33.94	3512.71	73.53
Junc 57	3342	0	3512.63	73.94
Junc 5	3342	0	3512.88	74.04
Junc 50	3341	21.44	3512.64	74.37
Junc 18	3341	39.3	3512.64	74.37
Junc 45	3340	0	3512.64	74.8
Junc 17	3340	0	3512.65	74.81
Junc Ph1-FH3	3340	0	3512.72	74.84
Junc 51	3338	21.44	3512.63	75.67
Junc 52	3338	0	3512.63	75.67
Junc 25	3337	28.58	3512.63	76.1
Junc 53	3337	0	3512.63	76.1
Junc 43	3337	0	3512.64	76.1
Junc 19	3337	0	3512.64	76.11
Junc 59	3336	16.08	3512.63	76.53
Junc 58	3336	0	3512.63	76.53
Junc 54	3336	0	3512.63	76.54
Junc 55	3336	16.08	3512.63	76.54
Junc 41	3336	0	3512.63	76.54
Junc 7	3336	0	3512.71	76.57
Junc 11	3336	37.5	3512.72	76.57
Junc 27	3335	0	3512.64	76.97
Junc 24	3334	39.3	3512.64	77.4

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3512.65	77.41
Junc 56	3333	0	3512.63	77.84
Junc ExFH3	3333	0	3512.93	77.97
Junc 23	3332	0	3512.64	78.27
Junc 39	3332	0	3512.68	78.29
Junc 38	3332	12.5	3512.68	78.29
Junc 33	3332	0	3512.73	78.31
Junc 31	3329	25	3512.69	79.59
Junc Ph1-FH2	3328	0	3512.73	80.05
Junc 8	3328	23.22	3512.75	80.05
Junc 21	3326	19.65	3512.66	80.88
Junc 22	3326	0	3512.66	80.88
Junc 36	3326	1.79	3512.68	80.89
Junc 37	3326	3.58	3512.68	80.89
Junc Ph1-FH1	3326	0	3512.74	80.92
Junc 6	3326	0	3512.79	80.94
Junc 35	3324	33.94	3512.7	81.76
Junc 34	3323	0	3512.7	82.2
Junc 4	3332	0	3544.72	92.17
Junc 3	3338	0	3551.93	92.7
Junc 10	3327	0	3545.71	94.77
Junc 60	3297	0	3515.8	94.81
Junc 9	3327	0	3547.69	95.63
Junc 91	3287	0	3513.38	98.09
Junc 62	3287	0	3514.18	98.44
Junc 12	3313	0	3541.53	99.02
Junc 42	3302	0	3531.2	99.31
Junc ExFH1	3305	0	3537.43	100.71
Junc 1	3298	0	3531.94	101.37
Junc 89	3294	0	3529.88	102.21
Junc ExFH2	3290	0	3528.88	103.51
Junc 90	3285	0	3527.33	105

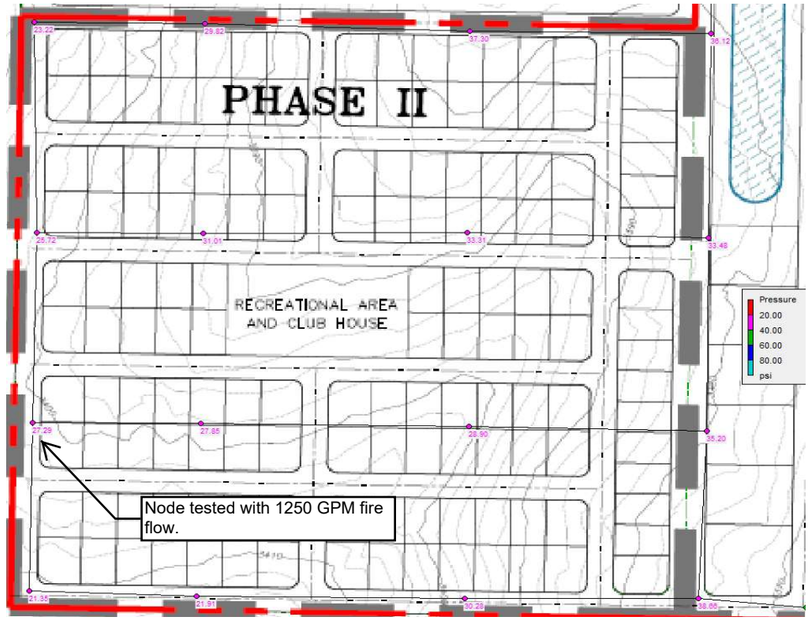
Peak Instantaneous Demand (PID) Links

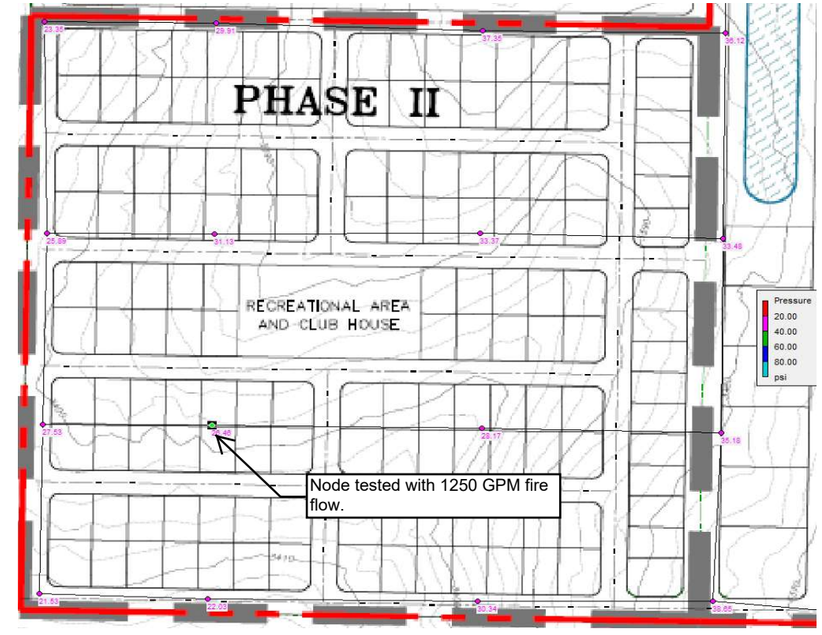
Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 20	45.7	8	150	0	0
Pipe 40	49.07	8	150	3.95	0.03
Pipe 65	372.36	8	150	3.95	0.03
Pipe 41	372.25	8	150	3.95	0.03
Pipe 66	66.34	8	150	3.95	0.03
Pipe 42	49.2	8	150	4.83	0.03
Pipe 43	372.26	8	150	4.83	0.03
Pipe 64	66.37	8	150	4.83	0.03
Pipe 63	366.83	8	150	4.83	0.03
Pipe 67	154.89	12	130	12.13	0.03
Pipe 108	430	12	130	14.16	0.04
Pipe 52	152.35	8	150	8.32	0.05
Pipe 21	197.76	8	150	9.05	0.06
Pipe 61	55.41	8	150	9.18	0.06
Pipe 60	311.45	8	150	9.18	0.06
Pipe 44	106.8	8	150	9.18	0.06
Pipe 45	385.3	8	150	9.18	0.06
Pipe 62	293.1	12	130	23.38	0.07
Pipe 19	127.75	8	150	12.5	0.08
Pipe 58	169.58	8	150	15.54	0.1
Pipe 57	390.74	8	150	15.54	0.1
Pipe 46	292.53	8	150	15.54	0.1
Pipe 59	248.84	12	130	35.65	0.1
Pipe 84	430	18	130	82.03	0.1
Pipe 51	293.49	8	150	16.79	0.11
Pipe 56	162.17	12	130	41.55	0.12
Pipe 48	159.97	8	150	-21.98	0.14
Pipe 38	362.01	8	150	24.94	0.16
Pipe 28	478.35	8	150	24.94	0.16
Pipe 18	259.94	8	150	25.13	0.16
Pipe 105	440	8	150	25.53	0.16
Pipe 101	440	8	150	25.7	0.16
Pipe 94	430	8	150	26.1	0.17
Pipe 55	167.7	8	150	-26.92	0.17
Pipe 109	430	12	130	-61.54	0.17
Pipe 25	368.41	8	150	27.45	0.18
Pipe 33	399.99	8	150	27.45	0.18
Pipe 34	99.03	8	150	27.45	0.18
Pipe 29	361.83	8	150	27.77	0.18
Pipe 39	342.98	8	150	27.77	0.18

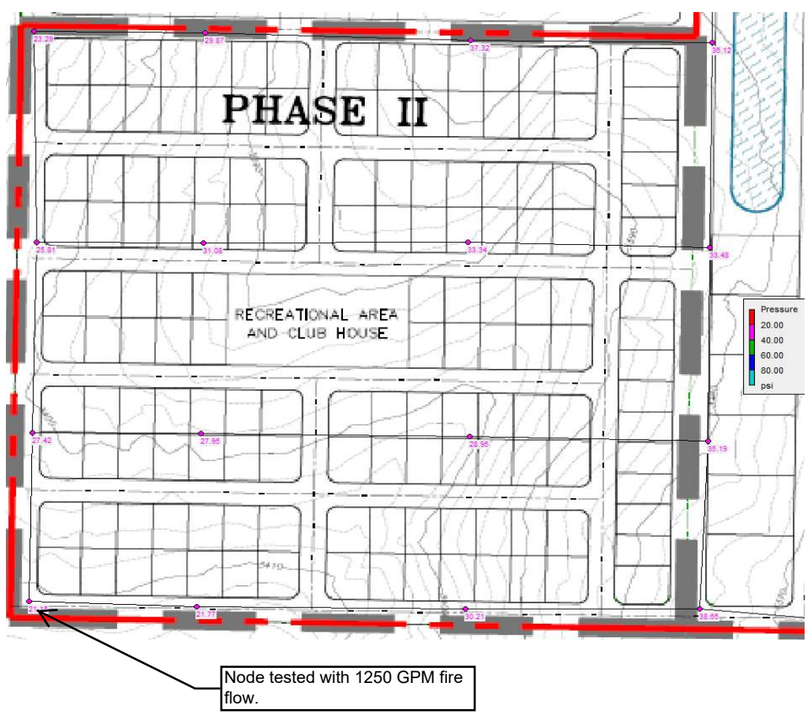
Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 47	165.56	8	150	28.18	0.18
Pipe 54	308.02	8	150	28.18	0.18
Pipe 53	385.25	8	150	28.18	0.18
Pipe 50	239.95	8	150	28.51	0.18
Pipe 91	430	8	150	30.02	0.19
Pipe CRP0	250	12	130	68.02	0.19
Pipe 68	860.44	12	130	68.47	0.19
Pipe 8	487.49	8	150	-31.8	0.2
Pipe 9	355.92	8	150	-31.8	0.2
Pipe 10	96.13	8	150	-31.8	0.2
Pipe 85	340	8	150	31.88	0.2
Pipe 106	430	12	130	79.4	0.23
Pipe 5	225.58	8	150	35.6	0.23
Pipe 37	293.37	8	150	36.75	0.23
Pipe 36	361.83	8	150	36.75	0.23
Pipe 92	430	8	150	-37.84	0.24
Pipe 107	430	12	130	85.94	0.24
Pipe 104	880	8	150	41.61	0.27
Pipe 95	430	8	150	-41.76	0.27
Pipe 100	880	8	150	41.78	0.27
Pipe 83	430	18	130	211.73	0.27
Pipe 89	430	12	130	103.83	0.29
Pipe 16	415.24	8	150	-50.35	0.32
Pipe 14	156.58	8	150	-50.35	0.32
Pipe 15	480.87	8	150	-50.35	0.32
Pipe 97	430	12	130	113.34	0.32
Pipe 7	127.12	8	150	-52.76	0.34
Pipe 6	129.55	8	150	-52.76	0.34
Pipe 30	281.87	8	150	54.42	0.35
Pipe 32	209.62	8	150	54.42	0.35
Pipe 31	422.84	8	150	54.42	0.35
Pipe 49	163.95	8	150	55.89	0.36
Pipe 86	920	8	150	57.59	0.37
Pipe 103	880	8	150	57.69	0.37
Pipe 99	880	8	150	57.86	0.37
Pipe 12	304.26	8	150	58.46	0.37
Pipe 13	238.37	8	150	60.19	0.38
Pipe 88	430	12	130	137.77	0.39
Pipe CRP1	950	12	130	143.57	0.41
Pipe 35	874.02	12	130	146.34	0.42

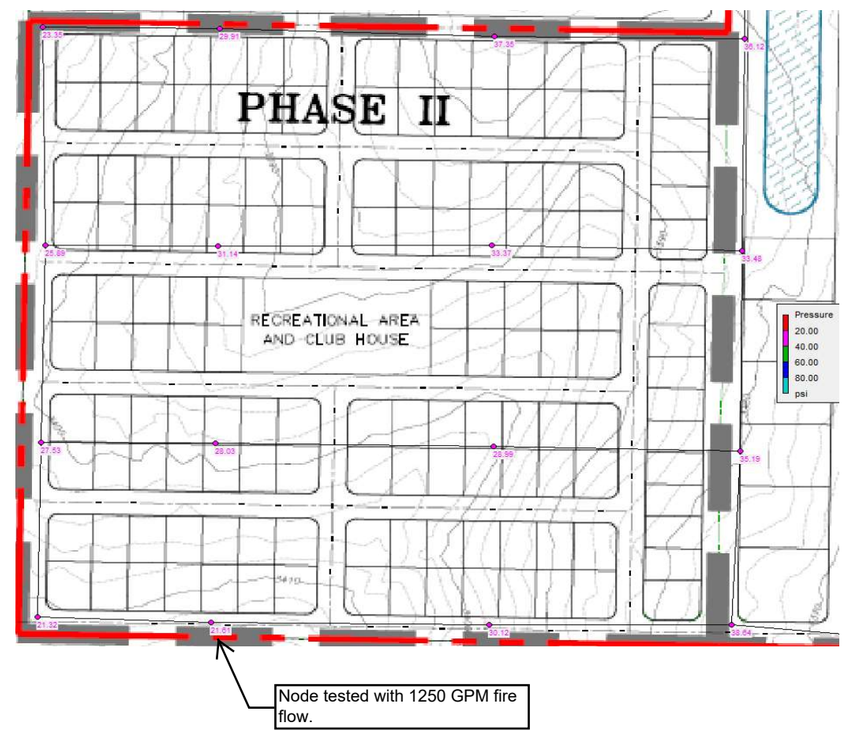
Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 96	430	12	130	147.28	0.42
Pipe 81	430	18	130	343.54	0.43
Pipe 102	440	8	150	75.55	0.48
Pipe 98	440	8	150	75.72	0.48
Pipe 71	430	12	130	171.71	0.49
Pipe 22	125.92	8	150	-76.6	0.49
Pipe 87	240	8	150	83.12	0.53
Pipe 24	45.86	8	150	83.86	0.54
Pipe 23	129.72	8	150	83.86	0.54
Pipe CRP3	420	12	130	-190.69	0.54
Pipe 27	41.9	8	150	90.21	0.58
Pipe 26	198.2	8	150	90.21	0.58
Pipe 2600Wb	7900	18	130	465.09	0.59
Pipe 93	430	8	150	95.76	0.61
Pipe CRP2	1000	12	130	-219.29	0.62
Pipe 90	430	8	150	97.88	0.62
Pipe 80	1400	18	130	533.11	0.67
Pipe 4	413.75	12	130	242.13	0.69
Pipe 11	179.66	8	150	-113.48	0.72
Pipe 73	1330	8	112	-130.88	0.84
Pipe 17	186.67	8	150	140.34	0.9
Pipe 3	384.76	12	130	355.61	1.01
Pipe 70	200	8	150	-190.69	1.22
Pipe 82	2640	12	130	465.09	1.32
Pipe 2600Wa	1300	12	130	465.09	1.32
Pipe 3000Sc	1330	12	130	520.47	1.48
Pipe 2100Wa	1550	12	112	520.47	1.48
Pipe 114	2460	8	150	245.13	1.56
Pipe 77	1340	8	112	-334.22	2.13
Pipe 75	1320	8	112	-334.22	2.13
Pipe 74	3268	8	112	-334.22	2.13
Pipe 76	628	8	112	-334.22	2.13
Pipe 3000Sb	1330	12	130	765.6	2.17
Pipe 2100Wb	7070	12	112	765.6	2.17
Pipe 79	2674	12	112	896.48	2.54
Pipe 3000Sa	2650	12	130	896.48	2.54
Pipe 78	2643	12	112	896.48	2.54
Pipe 72	2640	8	112	-465.09	2.97
Pipe 1	75	12	112	1230.69	3.49

Critical Node for Peak Daily Demand + Fire Flow Demand (PDD+FFD)

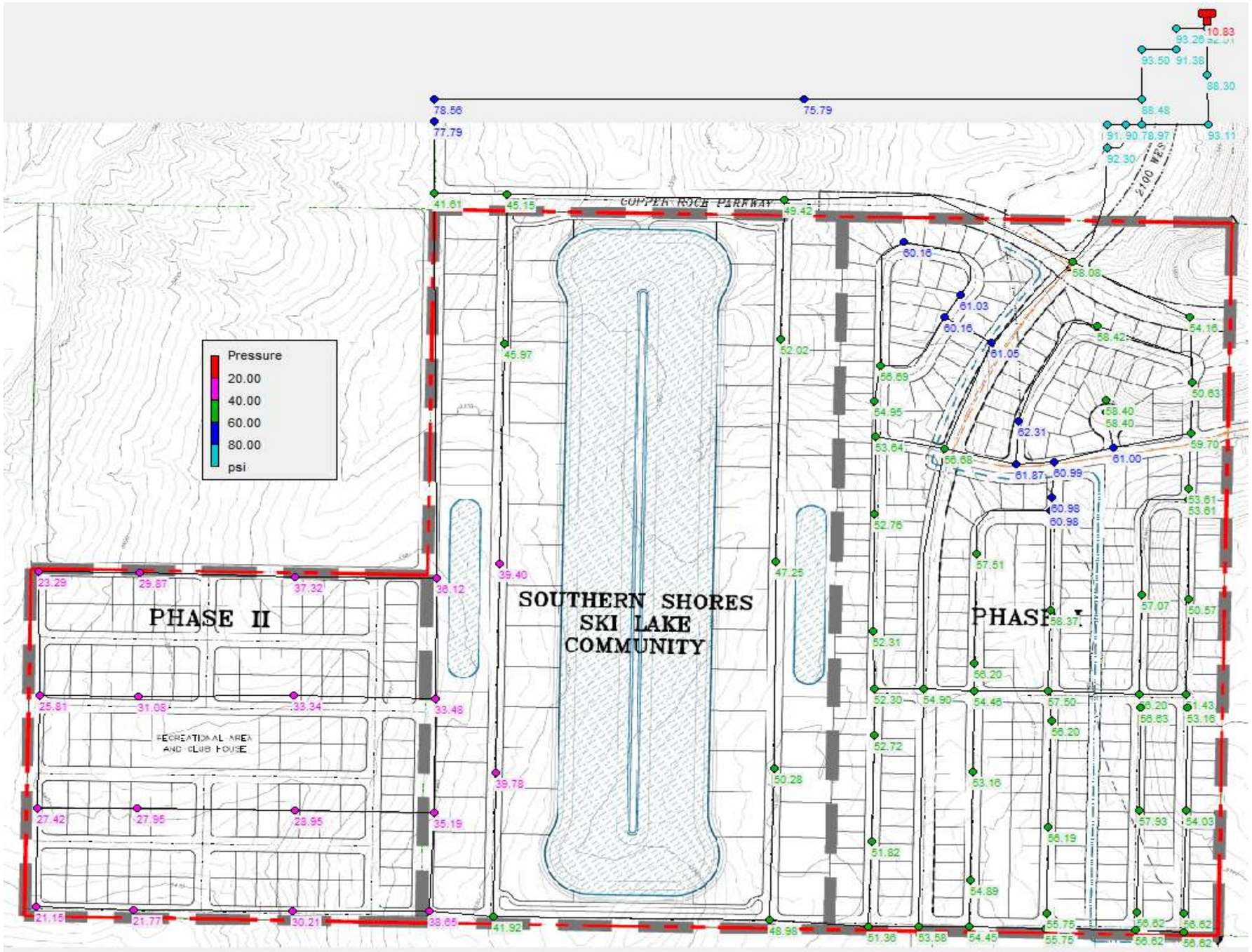








Peak Daily Demand + Fire Flow Demand (PDD+FFD)



Peak Daily Demand + Fire Flow Demand (PDD+FFD) Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi	
Junc 88	3414	1258.93	3462.8	**21.15**	**20 req.**
Junc 87	3413	16.97	3463.25	21.77	
Junc 79	3410	8.93	3463.75	23.29	
Junc 82	3404	16.97	3463.58	25.81	
Junc 85	3400	16.97	3463.28	27.42	
Junc 84	3399	33.93	3463.5	27.95	
Junc 83	3397	34.83	3463.81	28.95	
Junc 78	3395	16.97	3463.94	29.87	
Junc 86	3394	16.97	3463.71	30.21	
Junc 81	3392	33.93	3463.73	31.08	
Junc 80	3387	33.93	3463.95	33.34	
Junc 75	3387	16.97	3464.27	33.48	
Junc 76	3383	16.97	3464.22	35.19	
Junc 74	3381	8.93	3464.36	36.12	
Junc 64	3378	16.97	3464.14	37.32	
Junc 77	3375	8.93	3464.2	38.65	
Junc 67	3374	8.04	3464.93	39.4	
Junc 68	3373	8.04	3464.8	39.78	
Junc 63	3369	0	3465.03	41.61	
Junc 69	3368	0	3464.74	41.92	
Junc 65	3361	0	3465.19	45.15	
Junc 66	3359	8.93	3465.1	45.97	
Junc 71	3357	8.04	3466.05	47.25	
Junc 73	3353	0	3466.05	48.98	
Junc 61	3352	0	3466.06	49.42	
Junc 72	3350	8.04	3466.05	50.28	
Junc 28	3350	0	3466.71	50.57	
Junc 32	3350	0	3466.85	50.63	
Junc 48	3348	11.61	3466.54	51.36	
Junc 26	3348	16.07	3466.7	51.43	
Junc 47	3347	0	3466.59	51.82	
Junc 70	3346	8.93	3466.05	52.02	

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 16	3346	24.11	3466.69	52.3
Junc 15	3346	0	3466.72	52.31
Junc 46	3345	0	3466.66	52.72
Junc 14	3345	0	3466.77	52.76
Junc 44	3344	0	3466.69	53.16
Junc 40	3344	0	3466.69	53.16
Junc 49	3343	0	3466.66	53.58
Junc 29	3343	18.75	3466.73	53.61
Junc 30	3343	0	3466.73	53.61
Junc 13	3343	16.97	3466.8	53.64
Junc 57	3342	0	3466.69	54.03
Junc 5	3342	0	3466.99	54.16
Junc 50	3341	10.72	3466.67	54.45
Junc 18	3341	19.65	3466.7	54.46
Junc 45	3340	0	3466.67	54.89
Junc 17	3340	0	3466.7	54.9
Junc Ph1-FH3	3340	0	3466.81	54.95
Junc 51	3338	10.27	3466.67	55.75
Junc 52	3338	0	3466.68	55.75
Junc 53	3337	0	3466.68	56.19
Junc 43	3337	0	3466.69	56.2
Junc 25	3337	14.29	3466.7	56.2
Junc 19	3337	0	3466.7	56.2
Junc 55	3336	8.04	3466.68	56.62
Junc 59	3336	8.04	3466.68	56.62
Junc 54	3336	0	3466.68	56.62
Junc 58	3336	0	3466.68	56.62
Junc 41	3336	0	3466.69	56.63
Junc 7	3336	0	3466.8	56.68
Junc 11	3336	18.75	3466.83	56.69
Junc 27	3335	0	3466.71	57.07
Junc 24	3334	19.65	3466.7	57.5

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3466.72	57.51
Junc 56	3333	0	3466.69	57.93
Junc ExFH3	3333	0	3467.04	58.08
Junc 23	3332	0	3466.71	58.37
Junc 38	3332	6.25	3466.77	58.4
Junc 39	3332	0	3466.77	58.4
Junc 33	3332	0	3466.82	58.42
Junc 31	3329	12.5	3466.78	59.7
Junc Ph1-FH2	3328	0	3466.84	60.16
Junc 8	3328	11.61	3466.85	60.16
Junc 21	3326	19.65	3466.73	60.98
Junc 22	3326	0	3466.74	60.98
Junc 36	3326	0.89	3466.77	60.99
Junc 37	3326	1.79	3466.77	61
Junc Ph1-FH1	3326	0	3466.85	61.03
Junc 6	3326	0	3466.89	61.05
Junc 35	3324	16.97	3466.79	61.87
Junc 34	3323	0	3466.8	62.31
Junc 60	3297	0	3471.92	75.79
Junc 91	3287	0	3466.53	77.79
Junc 62	3287	0	3468.31	78.56
Junc 4	3332	0	3535.79	88.3
Junc 42	3302	0	3506.21	88.48
Junc 89	3294	0	3503.52	90.78
Junc 1	3298	0	3507.94	90.97
Junc 10	3327	0	3537.9	91.38
Junc ExFH2	3290	0	3501.35	91.58
Junc 90	3285	0	3498.03	92.3
Junc 3	3338	0	3551.5	92.51
Junc ExFH1	3305	0	3519.89	93.11
Junc 9	3327	0	3542.24	93.26
Junc 12	3313	0	3528.78	93.5

Peak Daily Demand + Fire Flow Demand (PDD+FFD) Links

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 20	45.7	8	150	0	0
Pipe 101	440	8	150	-2.06	0.01
Pipe 52	152.35	8	150	2.77	0.02
Pipe 100	880	8	150	5.98	0.04
Pipe 19	127.75	8	150	6.25	0.04
Pipe 51	293.49	8	150	8.22	0.05
Pipe 67	154.89	12	130	-22.69	0.06
Pipe 50	239.95	8	150	13.85	0.09
Pipe 99	880	8	150	14.02	0.09
Pipe 5	225.58	8	150	19.11	0.12
Pipe 62	293.1	12	130	-45.82	0.13
Pipe 21	197.76	8	150	21.14	0.13
Pipe 98	440	8	150	22.95	0.15
Pipe 18	259.94	8	150	29.18	0.19
Pipe 41	372.25	8	150	30.73	0.2
Pipe 40	49.07	8	150	30.73	0.2
Pipe 65	372.36	8	150	30.73	0.2
Pipe 66	66.34	8	150	30.73	0.2
Pipe 59	248.84	12	130	-69.16	0.2
Pipe 63	366.83	8	150	31.17	0.2
Pipe 43	372.26	8	150	31.17	0.2
Pipe 42	49.2	8	150	31.17	0.2
Pipe 64	66.37	8	150	31.17	0.2
Pipe 49	163.95	8	150	31.52	0.2
Pipe 10	96.13	8	150	-32.29	0.21
Pipe 9	355.92	8	150	-32.29	0.21
Pipe 8	487.49	8	150	-32.29	0.21
Pipe 60	311.45	8	150	33.61	0.21
Pipe 44	106.8	8	150	33.61	0.21
Pipe 45	385.3	8	150	33.61	0.21
Pipe 61	55.41	8	150	33.61	0.21
Pipe 57	390.74	8	150	38.12	0.24
Pipe 46	292.53	8	150	38.12	0.24
Pipe 58	169.58	8	150	38.12	0.24
Pipe 38	362.01	8	150	40.01	0.26
Pipe 28	478.35	8	150	40.01	0.26
Pipe 34	99.03	8	150	40.1	0.26
Pipe 33	399.99	8	150	40.1	0.26
Pipe 25	368.41	8	150	40.1	0.26
Pipe 56	162.17	12	130	-96.56	0.27

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 29	361.83	8	150	44.03	0.28
Pipe 39	342.98	8	150	44.03	0.28
Pipe 48	159.97	8	150	-45.5	0.29
Pipe 36	361.83	8	150	47.63	0.3
Pipe 37	293.37	8	150	47.63	0.3
Pipe 68	860.44	12	130	111.31	0.32
Pipe 16	415.24	8	150	-51.61	0.33
Pipe 15	480.87	8	150	-51.61	0.33
Pipe 14	156.58	8	150	-51.61	0.33
Pipe 13	238.37	8	150	52.49	0.34
Pipe 84	430	18	130	287.92	0.36
Pipe 12	304.26	8	150	59.36	0.38
Pipe 6	129.55	8	150	-72.9	0.47
Pipe 7	127.12	8	150	-72.9	0.47
Pipe 32	209.62	8	150	75.04	0.48
Pipe 31	422.84	8	150	75.04	0.48
Pipe 30	281.87	8	150	75.04	0.48
Pipe 105	440	8	150	80.22	0.51
Pipe 35	874.02	12	130	188.32	0.53
Pipe 22	125.92	8	150	-87.13	0.56
Pipe CRP3	420	12	130	-196.08	0.56
Pipe 104	880	8	150	88.26	0.56
Pipe 103	880	8	150	96.3	0.61
Pipe 47	165.56	8	150	96.42	0.62
Pipe 53	385.25	8	150	96.42	0.62
Pipe 54	308.02	8	150	96.42	0.62
Pipe 27	41.9	8	150	102.79	0.66
Pipe 26	198.2	8	150	102.79	0.66
Pipe 11	179.66	8	150	-103.26	0.66
Pipe 102	440	8	150	105.23	0.67
Pipe 83	430	18	130	539.89	0.68
Pipe 23	129.72	8	150	107.38	0.69
Pipe 24	45.86	8	150	107.38	0.69
Pipe 4	413.75	12	130	259.92	0.74
Pipe 92	430	8	150	135.51	0.86
Pipe 2600W	7900	18	130	716.64	0.9
Pipe 17	186.67	8	150	144.48	0.92
Pipe 81	430	18	130	760.23	0.96
Pipe 3	384.76	12	130	363.18	1.03
Pipe 95	430	8	150	166.24	1.06

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 107	430	12	130	375.22	1.06
Pipe 91	430	8	150	169.44	1.08
Pipe 89	430	12	130	384.15	1.09
Pipe 88	430	12	130	401.12	1.14
Pipe 71	430	12	130	418.09	1.19
Pipe 70	200	8	150	-196.08	1.25
Pipe 94	430	8	150	200.17	1.28
Pipe 90	430	8	150	203.37	1.3
Pipe 73	1330	8	112	-207.01	1.32
Pipe 55	167.7	8	150	-207.87	1.33
Pipe CRP0	250	12	130	470.61	1.34
Pipe 108	430	12	130	493.76	1.4
Pipe 80	1400	18	130	1187.25	1.5
Pipe 93	430	8	150	235	1.5
Pipe CRP1	950	12	130	575.84	1.63
Pipe CRP2	1000	12	130	-598.8	1.7
Pipe 106	430	12	130	615.9	1.75
Pipe 97	430	12	130	632.87	1.8
Pipe 109	430	12	130	643.03	1.82
Pipe 96	430	12	130	649.84	1.84
Pipe 86	920	8	150	290.63	1.86
Pipe 85	340	8	150	292.68	1.87
Pipe 2600Wa	1300	12	130	716.64	2.03
Pipe 82	2640	12	130	716.64	2.03
Pipe 3000Sc	1330	12	130	787.27	2.23
Pipe 2100Wa	1550	12	112	787.27	2.23
Pipe 114	2460	8	150	370.79	2.37
Pipe 87	240	8	150	370.85	2.37
Pipe 74	3268	8	112	-509.63	3.25
Pipe 77	1340	8	112	-509.63	3.25
Pipe 76	628	8	112	-509.63	3.25
Pipe 75	1320	8	112	-509.63	3.25
Pipe 2100Wb	7070	12	112	1158.06	3.29
Pipe 3000Sb	1330	12	130	1158.06	3.29
Pipe 3000Sa	2650	12	130	1365.07	3.87
Pipe 79	2674	12	112	1365.07	3.87
Pipe 78	2643	12	112	1365.07	3.87
Pipe 72	2640	8	112	-716.64	4.57
Pipe 1	75	12	112	1874.7	5.32

ALPHA ENGINEERING
43 South 100 East, Suite 100
St George, Utah 84770
T 435.628.6500
F 435.628.6553
alphaengineering.com

July 7, 2022

Hurricane City Water Department
Attention: Ken Richins
646 West 600 North
Hurricane, Utah 84737

Re: Culinary Water Distribution System Sizing & Modeling Report for The Cordero Subdivision 200 Acres – 700 Dwelling Units Review

Dear Ken:

We have reviewed the proposed *Culinary Water Distribution System Sizing & Modeling Report for The Cordero Subdivision 200 Acres – 700 Dwelling Units* dated June 27, 2022, prepared by Northern Engineering, Inc. This report includes the 80 acres to the east of Southern Shores as well as the 40 acres to the west of Southern Shores.We have the following comments:

1. Per the letter from Northern Engineering, dated July 7, 2022, titled *Cordero Phase 3 Will Serve Letter Request*, it is understood that the existing 8" line in 3000 South from 1100 West to 2100 West will be upsized to a 12" line. We advise that this line upsize in 3000 South be installed to serve the proposed lots in Phase 2, located in the northeast corner of the 80 acres east of Southern Shores, and all subsequent phases.
2. We advise that the sequencing and installation of each proposed phase in the Cordero Subdivision be monitored as construction progresses to ensure the City's water looping requirements are met.
3. Hurricane City Design Standard 3.6.7 indicates that a fire flow of 1,500 gpm is required and/or the flow meets the requirements of the Federal Insurance Service Office. The submitted report notes that homes may exceed 3,600 square feet, and references Appendix B of the International Fire Code which requires a fire flow of 1,750 gpm. This same code indicates that if sprinklers are installed the required fire flow is half this value. The submitted report notes that a fire flow of 1,250 gpm was modeled and can be provided, in the 40 acres west of Southern Shores. Hurricane City's model shows similar available fire flows in this area. The submitted report indicates that all new homes within these 40 acres be sprinkled until additional water system improvements are installed to increase available fire flow to the minimum standard. We advise that the Hurricane Valley Fire District (HVFD) review and concur with the approach to require sprinkling in the new homes within this 40 acre portion, until adequate fire flow is provided.

With review and concurrence from the HVFD, we do not take exception to the approval of the hydraulic analysis for the *Cordero Subdivision 200 Acres – 700 Dwelling Units*. This review is for hydraulic analysis only and does not address materials and construction design, including valving and hydrants, which we would recommend be reviewed prior to approval of the construction drawings. If you have any questions, please let us know.

Sincerely,

Jake Heward

Jake Heward, P.E.
ALPHA ENGINEERING COMPANY

801 802 8992 fax 801 802 8993 1040 East 800 North, Orem, UT 84097 www.neiutah.com

Northern
ENGINEERING

July 7, 2022

Mr. Ken Richins
Hurricane City Water Department
Hurricane City, Utah 84737

RE: Cordero Phase 3 Will Serve Letter Request

Ken,

We appreciate the opportunity of talking with you and Jake this morning. We are preparing this letter as a summary of that discussion and a request for a Will Serve Letter for the Cordero Phase 3 Preliminary Plat. Based upon a change of the existing water lines in 1100 West of which we had assumed were all 12-inch and became aware that about half of that water line is actually 8-inch with the other half being 12-inch. The upsize of the existing 8-inch water line in 3000 South from 1100 West to 2100 West to a 12-inch water line as ran in the Cordero 200 Acre-700 Unit Water Model will provide all of the fire flow and peak day demands for all of the 80 acre Cordero Parcel including Phases 1, 2 and 3. Without the upsize to the 12-inch water line the southerly portion of Phase 3 will not meet the fire flow and peak day demands.

An alternative to the upsize of the 8-inch water line to the 12-inch water line in 3000 South would be the installation of other PID improvements in the area such as extending a 12-inch water line in 2100 West at 3000 South and going north all the way to the existing water tank. As construction drawings for the PID water line improvements have not been completed and submitted to the City, the 12-inch upsize in 3000 South would need to be constructed.

From the Phase 3 Preliminary Plat a master plan has been prepared dividing Phase 3 into six construction phases of which the entire Phase 3 includes 213 lots. On the master plan Phase 3A includes 40 lots, Phase 3B includes 41 lots, Phase 3C includes 41 lots, Phase 3D includes 22 lots, Phase 3E includes 37 lots and Phase 3F includes 32 lots. We have attached a copy of the Cordero Phase 3 Master Plan to this letter.

We would request a Will Serve Letter for the Phase 3 Preliminary Plat with the conditions that the existing 8-inch water line in 3000 South from 1100 West to 2100 West be upsized to a 12-inch water line or until PID water line improvements are installed in the area. We would also suggest a separate water model be included with the construction drawing submittal with each of the sub-phases in Phase 3 as they are submitted to the City to determine when the upsize water line is required in 3000 South.

801 802 8992 fax 801 802 8993 1040 East 800 North, Orem, UT 84097 www.neiutah.com

Northern
ENGINEERING

We appreciate your assistance and the assistance of Alpha Engineering in the Water Model reviews of the Cordero Water System Improvements. If you have any questions or need any additional information, please contact me.

Thanks,

Brant D. Tuttle, P.E.
Northern Engineering, Inc.

ATTN: Hurricane City

This letter is an appeal of the Hurricane City Engineer's decision made by letter dated February 7, 2024, relating to a reimbursement request from River Valley Development, LLC for infrastructure improvements associated with River Valley Development, LLC's phase of the Cordero project. Delivered with this letter is a check in the amount of $250.00 to cover the appeal fee. Additional information will be provided before the City Council hearing on this matter. Our attorney will continue to coordinate with the City Attorney to identify specific deadlines and dates."

MCDONALD|FIELDING
ATTORNEYS AT LAW

Kyle Fielding
kyle@mcdonaldfielding.com
230 N 1680 E Suite W2
St. George UT 84790
(801) 792-2561

March 26, 2024

Hurricane City Council
c/o City Recorder
cc City Attorney
cindy@cityofhurricane.com
dayton@cityofhurricane.com

Re: Cordero Phase 1 Reimbursement Request – Appeal of City Engineer's Decision

Dear City Council:

This law firm represents River Valley Development, LLC, a Utah limited liability company ("RVD"), which is the owner of the subject real property known as Cordero Phase 1, a 39-lot single-family residential development.

The City has required, as conditions for approval of the Phase 1 final plat, RVD to pay for and install numerous infrastructure improvements that greatly exceed the demand imposed by Phase 1. RVD requested reimbursement from the City for the costs of "upsizing" the infrastructure improvements beyond the capacity required by Phase 1. City Staff, for literally years now, has consistently recognized the justification and need for such reimbursement. Multiple communications between City Staff and RVD occurred over the last couple years regarding the final amount of the reimbursement. And then Arthur LeBaron, the City Engineer, shocked everybody recently by issuing a letter denying all reimbursement requests (a copy of that Decision Letter is attached hereto as **Exhibit 1**). That Decision Letter ignored the years of communication between City Staff and RVD. That Decision Letter ignored the reality that City Staff has always recognized the conceptual validity of RVD's reimbursement request.

RVD has appealed the Decision Letter to the City Council, in the manner permitted by City Code. This letter, provided in support of RVD's appeal, will outline the Key Facts applicable to this reimbursement request, and then will provide the proper legal framework that the City Council should apply to analyze the reimbursement request.

In summary, constitutional "takings" law requires approval of the reimbursement request. Failure to approve the reimbursement request will result in an unconstitutional taking of RVD's private property without just compensation. Additionally, failure to approve the Reimbursement Agreement will constitute a breach of contract under the Development Agreement.

As a practical matter, the City Council should be concerned with the way City Staff has treated RVD in this process. RVD has invested millions of dollars in extending key infrastructure to the Cordero area. RVD has taken the lead and has taken the risk. City Staff communicated with RVD, exchanging information, coming to interim compromises, and providing assurances that the reimbursement would be provided, only to have the City Engineer throw up an unexpected wall just before the finish line. RVD is only asking for reimbursement of a fair share of the cost of area-wide improvements. Even with the reimbursements paid as requested, RVD will still have risked millions more invested dollars in the area, and will still have paid a disproportionate share of the overall infrastructure costs. The City Council should be concerned with the improper treatment of a community stakeholder in this situation.

Key Facts

1. River Valley Development, LLC ("RVD") is the owner of Cordero Phase 1, a 39-lot residential subdivision ("Phase 1").

2. Phase 1 is a small part of the much larger "Cordero" 700-unit multi-phase project that includes three distinct sub-areas, including (i) a recreational resort area, (ii) the Southern Shores Ski Lake Community, and (iii) single family residential, of which Phase 1 is a part.

3. On November 5, 2020, the City Council approved a rezone of the Cordero project, including Phase 1; the meeting minutes indicate the approval of an accompanying Development Agreement, and the meeting minutes also specifically mention the reimbursement language in the Development Agreement.

4. A copy of the November 5, 2020, City Council meeting minutes is attached as **Exhibit 2** (*see* Old Business Item 4, on page 4).

5. A copy of the fully signed Development Agreement dated January 21, 2021, is attached as **Exhibit 3** (the "Development Agreement").

6. One of the maps attached as Exhibit C to the Development Agreement refers to the recreational resort area as "Phase II" and the single-family residential area as "Phase I" but those are misnomers, as the single family residential area has now been subdivided into multiple different subdivision plats, including the Phase 1 plat at issue in this appeal.

7. The basic objective of the Development Agreement was to establish zoning and an overall density approval (700 units) for the entire Cordero project, with a master "concept plan" approval.

8. Although the entire Cordero project is entitled to 700 units according to the Development Agreement, Phase 1 is limited to just 39 units.

9. Although the Development Agreement recognized a master concept plan, no preliminary or final plats for any phase were approved as part of the Development Agreement.

10. The Development Agreement generally applies to the entire Cordero project, and not to Phase 1 only, although it does have certain provisions that must be applied on a phase-by-phase basis, such as the contractual requirement for the City to reimburse the developer for oversized infrastructure.

11. After signing the Development Agreement with the City, RVD sold off various phases and sub-projects of the Cordero project to other third parties; RVD retained ownership of some of the single-family residential phases, including Phase 1.

12. The Development Agreement did not require any specific infrastructure improvements in connection with the approvals granted to the entire 700-unit multi-phase Cordero project.

13. The reimbursement request of RVD is based on the conditions imposed on final plat approval for just Phase 1, which is just 39 lots, and not on the entire 700-unit multi-phase Cordero project.

14. The infrastructure requirements for which RVD is seeking reimbursement were imposed by the City on the 39-lot Phase 1 plat, and not as a part of the Development Agreement for the 700-unit multi-phase Cordero project.

15. A copy of the Phase 1 final plat, and accompanying construction drawings, is attached hereto as **Exhibit 4**.

16. Since the time that the Cordero Master Plan was approved, various City Staff and representatives have on many occasions, and consistently over many years, discussed terms of reimbursement by the City to RVD for the oversized infrastructure improvements required by the City to be installed by RVD for Phase 1.

17. Over the past couple years, City Staff has consistently conveyed the message to RVD that the outstanding questions were "how much" the reimbursement should properly be, and never conveyed the message that there was an unresolved question of "if" there would be a reimbursement.

18. Section 6 of the Development Agreement includes the following language that specifically reserves the right for RVD to obtain reimbursement for oversized infrastructure improvements required as conditions for Phase 1 approval: "**Developer and Hurricane City will enter into an agreement whereby the developer is reimbursed by the City for the cost of constructing eligible public facilities.**"

19. On April 5, 2022, Stephen Nelson, City Planning Director, emailed a draft Reimbursement Agreement to Boyd Cook of RVD. (A copy of the email is attached hereto as **Exhibit 5**, along with the printed attachment to the email which is the draft Reimbursement Agreement).

20. The City Council has had on its agenda at least five times a discussion item regarding RVD's reimbursement request, but the City Council each time voted to defer the matter for future decision, including each of the following:

a. On March 4, 2021, the City Council agenda included discussion of a possible amendment to the Development Agreement, the purpose of which amendment was to, among other things, address RVD's reimbursement requests in connection with Phase 1, but the City Council voted to continue the item. (A copy of the minutes are attached as **Exhibit 6).**

b. On March 18, 2021, the City Council agenda again included discussion of a possible amendment to the Development Agreement, the purpose of which amendment was to, among other things, address RVD's reimbursement requests in connection with Phase 1, but the City Council voted to continue the item. (A copy of the minutes is attached as **Exhibit 7).**

c. On April 7, 2022, the City Council agenda again included discussion of a reimbursement agreement with RVD, but the City Council voted to continue the item. (A copy of the minutes is attached as **Exhibit 8).**

d. On April 21, 2022, the City Council agenda again included discussion of a reimbursement agreement with RVD, but the City Council voted to continue the item. (A copy of the minutes is attached as **Exhibit 9).**

e. On May 5, 2022, the City Council agenda again included discussion of a reimbursement agreement with RVD, but the City Council voted to continue the item. (A copy of the minutes is attached as **Exhibit 10).**

21. The meeting minutes from the City Council meeting on May 5, 2022, include the following summary: "**Mr. Nelson stated that the applicant is request [sic] a significant reimbursement for regionally based infrastructure. The City has tentatively agreed because most of this is beyond their impact.** Based on the latest water model, the City Engineer does not think they will qualify for reimbursement of the waterline. He recommends tabling the item until the details are worked out." (See **Exhibit 10**, Old Business Item 2 on pages 6-7).

22. On May 3, 2022, Boyd Cook of RVD emailed Stephen Nelson asking for an update on the status of the reimbursement agreement. (A copy of the email is attached hereto as **Exhibit 11).**

23. On May 4, 2022, Stephen Nelson emailed Boyd Cook with a letter from Alpha Engineering, relating to the development agreement. (A copy of that email is attached hereto as **Exhibit 12**, along with the printed attachment to the email which is the draft Alpha Engineering letter).

24. On December 19, 2022, representatives of RVD met with Stephen Nelson and other City Staff to discuss the reimbursement agreement relative to Phase 1. The discussions were mostly positive and continued to recognize that the reimbursement agreement was not a matter of "if" but a matter of "how much."

25. RVD continued to provide information to City Staff as requested.

26. On January 12, 2023, Aaron Robertson of RVD emailed Stephen Nelson and Arthur LeBaron regarding the reimbursement request. (A copy of the email is attached hereto as **Exhibit 13).**

27. On April 11, 2023, Stephen Nelson emailed Jon Sorensen of RVD. (A copy of that email is attached hereto as **Exhibit 14**, along with the printed attachment to the email which is the draft Alpha Engineering letter).

28. During 2023, the City Staff also communicated extensively with RVD regarding the creation of a Public Improvement District (PID) that could purchase various infrastructure improvements from RVD as an alternative to, or perhaps in tandem with, the City's reimbursement of those infrastructure costs.

29. The PID was an alternate path that could have saved the City and RVD significant amounts of money and risk.

30. At considerable expense and effort, RVD and its consultants prepared numerous documents and provided significant energy in furtherance of the PID creation; then, despite all the City Staff assurances that the PID would be a great solution, the City denied the PID creation request.

31. In a letter dated September 20, 2023, the City Recorder notified RVD that the PID would not be created by the City.

32. RVD then resumed discussions with City Staff regarding finalizing a reimbursement agreement for the upsized infrastructure improvements.

33. On December 21, 2023, at the culmination of years of discussions between RVD and City Staff, Jon Sorensen of RVD emailed City Staff a proposed Reimbursement Agreement in the form attached hereto as **Exhibit 15** (the "Reimbursement Agreement").

34. On February 7, 2024, Arthur LeBaron issued RVD a letter denying all reimbursement requests of RVD in connection with Phase 1 (the "Decision Letter", a copy of which is attached as **Exhibit 1**).

35. The Decision Letter was delivered by email from the City Attorney to various representatives of RVD.

36. RVD filed with the City a notice of appeal on February 16, 2024, and paid the applicable appeal fee.

37. To RVD's knowledge, the Decision Letter is the City's final analysis on this matter and there is not further analysis from the City after that Decision, even though Hurricane City Code 9-6-11.A suggests that additional analysis would be provided to RVD by the City "[f]ollowing receipt of a notice challenging a reimbursement determination …."

38. Many other communications between and among various City Staff, on the one hand, and RVD representatives, on the other hand, have occurred over the past couple years regarding the reimbursement request of RVD; the above is a summary of only some of those communications.

Request for Decision

RVD requests that the City Council approve the Reimbursement Agreement in substantially the form submitted by RVD. RVD is entitled to reimbursement for several oversized, regionally-beneficial infrastructure improvements that the City has required as conditions for Phase 1 final plat approval. The infrastructure improvements required by the City are significantly larger, and vastly more expensive, than the size required to serve Phase 1 alone. RVD's request for reimbursement is not untimely. State law requires that RVD be fairly reimbursed as outlined in this letter.

At great financial risk, RVD has spent millions of dollars for infrastructure improvements extending to the Cordero area. These infrastructure improvements are of regional benefit to the entire area, including the Phase 1 property owned by RVD and including numerous other phases and properties. RVD is not asking for preferential treatment. RVD is simply asking for fair and proper treatment, as required by constitutional law and as contemplated by the signed Development Agreement. City Staff has been communicating with RVD on the reimbursement request for years now, acknowledging the validity of the request all along the way. Everything City Staff asked for over those many years, RVD provided, including interim concessions on types and amounts of reimbursements.

And then, after all that reassurance from City Staff, in a complete 180-degree surprise, the City Engineer blindsided RVD and denied all reimbursements. RVD requests that the City Council overturn the Decision Letter and approve the Reimbursement Agreement that was worked out over many years of discussion between RVD and City Staff.

1. RVD's reimbursement request is timely.

The Decision Letter incorrectly concludes that RVD's reimbursement request was untimely. The suggestion that no reimbursement request was submitted until December 21, 2023, is wrong and, given all the history of communication among RVD representatives and City Staff, completely disingenuous. Athur LeBaron himself was a part of many of those communications over the past couple years. The Decision Letter fails to identify the numerous detailed communications between City Staff and RVD over the past years, as outlined in the Key Facts section above. The Decision Letter fails to recognize the fact that the reimbursement matter has appeared on at least five City Council meeting agendas. The Decision Letter fails to recognize that the Development Agreement expressly recognized future reimbursements.

Why would the City Council agenda include a discussion of reimbursement five times in 2022 if no request for reimbursement was submitted until the end of 2023? And why would the City Planning Director, Stephen Nelson, tell the City Council on May 5, 2022, that "**the applicant is request [sic] a significant reimbursement for regionally based infrastructure. The City has tentatively agreed because most of this is beyond their impact."** (See Key Fact #21)? None of that would have happened if RVD's request for reimbursement had not been submitted until December 21, 2023.

The Decision letter also fails to identify the key language from Section 6 of the Development Agreement, which provides: "Developer and Hurricane City will enter into an agreement whereby the developer is reimbursed by the City for the cost of constructing eligible public facilities." That language alone constitutes a timely reimbursement request by RVD. The City Engineer's suggestion that the reimbursement request was not provided until December 2023 is a complete farce. The reality is, RVD has communicated and cooperated with City Staff for years regarding the Reimbursement Agreement. Rather than submit a one-sided Reimbursement Agreement without input from City Staff, RVD chose to take the cooperative team approach with the City, working together over a long period of time, communicating back and forth, providing information and reaching interim compromises along the way. And then RVD was shocked by the Decision Letter that ignored all of that history of communication and interim concessions and agreements.

RVD would prefer to continue working cooperatively with the City but feels obligated now to also call attention to the fact that the technical procedural requirements of City Code, relied on within the Decision Letter, are in violation of Utah state law. The Utah Supreme Court has made clear that the City carries the burden of justifying the conditions imposed, *see B.A.M. Dev., L.L.C. v. Salt Lake County (B.A.M. II)*, 2008 UT 74, ¶9, 196 P.3d 601, but City Code unfairly shifts that burden away from the City and onto the developer/applicant. Likewise, the "impact fee vouchers" offered as the only form of reimbursement under City Code also likely violate Utah state law. RVD will not delve into the details here, again as a show of cooperation to the City, but reserves the right to make these arguments in a district court review—if there is one—of the City Council's decision on this matter. As applied in this context, the City Code procedural requirements and limitations would result in a deprivation of RVD's constitutional rights to due process and to be justly compensated for City-taken property.

For now, it is not necessary to attack the City Code, because the request of RVD was timely, even under the City Code. The Development Agreement fixed in place RVD's right to reimbursement by future agreement. The years of communication between RVD and City Staff were done in furtherance of the Development Agreement. RVD relied on numerous representations and instructions from various members of City Staff throughout the entire process. The bottom line is, RVD submitted a timely reimbursement request and waited years for City Staff to make a final decision. Then, the City Engineer made the wrong decision.

2. RVD is entitled to reimbursement because the infrastructure improvements required by the City for Phase 1 are not proportional to the impact of Phase 1.

A. <u>The City must apply state and federal constitution law, and applicable state law, to this analysis.</u>

Under applicable Utah state law, and federal and state constitutional law, the City has different, but limited, tools at its disposal to make sure adequate infrastructure improvements are in place to serve new developments. The City may purchase private property on a voluntary basis. The City may resort to its power of eminent domain to condemn private property if just compensation is paid. The City may pay for improvements itself, and collect reimbursement through impact fees. And finally, the City may impose development exactions.

A development exaction is defined as "a government-mandated contribution of property imposed as a condition" of development approval. *B.A.M. Dev., L.L.C. v. Salt Lake County, (BAM III)*, 2012 UT 26, ¶16. The term "exaction" may include any condition on development approval, including the payment of money, installation of specific improvements, donation of property, and/or providing public improvements. The government's goal in imposing a development exaction is to displace, as much as possible, the burden and cost to the public onto developers by asking each developer to pay its "equitable share" for the improvements and infrastructure necessitated by new development. The concept is that new development should pay its fair share—but not more than its fair share—of the impact of the new development.

The United States Supreme Court has addressed when a development exaction amounts to an illegal taking of private property for public use in the cases of *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994). The Utah constitution has similar protections. The resulting analysis from these two cases is known as the "rough proportionality" test, which was directly codified in Utah's Land Use Development and Management Act ("LUDMA"), at Section 10-9a-508(1), as follows:

> A municipality may impose an exaction or exactions on development proposed in a land use application … if: (a) an essential link exists between a legitimate governmental interest and each exaction; and (b) each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

Development exactions are also subject to state constitutional limits. *See BAM III*, 2012 UT 26.

If a proposed exaction satisfies the rough proportionality test, described in LUDMA Section 508, it is valid. If the exaction fails the test, it violates protections guaranteed by the Takings Clauses of the U.S. and Utah Constitutions and is illegal. *Call v. West Jordan*, 614 P.2d 1257, 1259 (Utah 1980). "Proportionality" is analyzed further *below*, but in short, the infrastructure costs imposed on RVD are not proportional in extent to the impact of the Phase 1 development (nor are many of them proportional in extent to the impact of the entire 700-unit multi-phase Cordero project).

The City cannot rely entirely on its own City Code alone when evaluating exactions. The question the City must address is whether an exaction is both (i) permitted by City Code, and (ii) compliant with Section 508 of LUDMA, and ultimately the constitution, as imposed. If the exaction is not compliant, then the City must either drop the requirement or reimburse RVD for the costs in excess of the impact of Phase 1. The City must justify exactions imposed on an applicant like RVD by making an individualized determination that the requirement satisfies applicable law. *See BAM II*, 2008 UT 74, ¶9.

B. <u>The City must analyze the reimbursement agreement as applicable to the 39-unit Phase 1 plat, and not the overall 700-unit multi-phase Cordero project.</u>

The Decision Letter incorrectly analyzes the requested reimbursement in the context of the entire 700-unit multi-phase Cordero project, even though the infrastructure for which RVD is

requesting reimbursement was required by the City in connection with approval of the 39-lot Phase 1 final plat (and, importantly, not the Development Agreement for the overall Cordero project). LUDMA Section 10-9a-508(1), quoted *above*, frames exaction analysis in the context of a pending land use application. In this case, the pending land use application on which the infrastructure requirements were imposed by the City was the 39-lot Phase 1 final plat only. Accordingly, the City is required to analyze RVD's reimbursement request based on the impact of the 39-lots in Phase 1—and the City is not permitted to consider the impact of other aspects of the 700-unit multi-phase Cordero project.

If the City wanted to impose infrastructure improvement requirements as a part of the overall 700-unit multi-phase Cordero project, then the City could and should have done so in connection with, or within, the Development Agreement. The City chose not to. The City is not now permitted to treat the infrastructure improvement requirements imposed on the Phase 1 plat alone as if those requirements apply to the entire 700-unit multi-phase Cordero project. The land use application on which the requirements were imposed was the Phase 1 final plat application; this means the analysis for reimbursement must be based on the 39-lot Phase 1 plat. Any exactions imposed by the City must stand on their own merits by looking only to the impact of Phase 1. And when properly analyzed in that context, the improvements are clearly not proportional, and therefore reimbursement is required from the City.

C. <u>The cost of infrastructure improvements required by the City as a part of Phase 1 plat approval is not proportional to the impact of Phase 1.</u>

Exactions amount to an illegal taking if they require the developer to offset more than just the impact of its proposed development. *BAM III*, 2012 UT 26, ¶16. Stated another way, if the City requires a developer to pay, in any manner, for improvements that go beyond offsetting the impact of its specific development, then the requirement is a constitutional "taking" which means the City must reimburse the developer. Failure to reimburse the developer would violate the state and federal constitutions (and state statute).

The applicable legal standard for exactions is not a "reasonableness" standard in light of City needs not related to the development's direct impacts; rather, the appropriate standard is the rough proportionality test, which simply allows a City to impose an exaction if the exaction is roughly proportionate in extent to the impact of the proposed development. The "rough proportionality" test imposes a burden on the government to "make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development." *Dolan*, 512 U.S. 374, at 391. While "[n]o precise mathematical calculation is required," local governments "must make some effort to quantify [their] findings" that a dedication will directly offset the impacts of development. *BAM III*, 2012 UT 26 at ¶ 19 (citing *Dolan*, 512 U.S. 374 at 395-96). The Decision Letter is deficient to satisfy the type of analysis required by constitutional takings law.

RVD, on the other hand, has provided individualized analysis from Northern Engineering making it clear that the infrastructure improvements required by the City as part of Phase 1 approval greatly exceed the impact of the Phase 1 development. In other words, the Northern Engineering analysis shows clearly that the infrastructure requirements imposed on Phase 1 are

not proportional in extent to the impact of Phase 1. The Northern Engineering analysis shows that the infrastructure improvements are clearly intended to serve, and will greatly benefit, future phases beyond Phase 1, and that the required capacity of the infrastructure improvements far exceeds the demand imposed by Phase 1 alone. Specific analysis for each requested reimbursement item is as follows:

The Water Loop: The Decision Letter does not provide any quantified analysis regarding the Water Loop for which reimbursement has been requested. Instead, the Decision Letter summarily states that a water loop is required by City Code, and therefore does not create additional capacity. There is no further, specific analysis of any kind in the Decision Letter. Just because the Water Loop is required by the City does not mean the Water Loop is not oversized. The whole point of exactions analysis is not to determine whether something is required, but instead to do determine whether a requirement has been fairly imposed based on the impact of the development. The Reimbursement Agreement outlines a methodology for performing an appropriate analysis after the Water Loop is constructed and flow rates can be determined. The Decision Letter contained no counter-analysis. Therefore, RVD is entitled to reimbursement as requested. (The cost of this Water Loop is approximately $1,400,000.00).

2100 West Road Base and Asphalt: City Staff agreed conceptually to this reimbursement years ago, so it is very disappointing that RVD must continue to argue for these funds. The Decision Letter incorrectly analyzes the requirement for the 32' road based on the 700 units in the overall Cordero project, which is incorrect as outlined *above*. RVD has provided Northern Engineering's analysis showing that the size of this road is beyond the impact imposed by Phase 1. Therefore, RVD is entitled to reimbursement as requested.

2400 West Water Lines: RVD provided analysis showing that the capacity of the 2400 West water lines far exceed the demand imposed by Phase 1. Again, the City Engineer incorrectly analyzed based on the impact of the overall 700-unit master Cordero project and not the Phase 1 plat. When properly analyzed based on the 39-lot Phase 1 plat, the water lines greatly exceed the capacity required to serve, and therefore the impact of, Phase 1, as shown by the analysis of Northern Engineering. RVD is therefore entitled to reimbursement as requested.

Copper Rock Roadway Improvements: RVD provided analysis showing that the capacity of the Copper Rock Roadway improvements, including curb, gutter, sidewalk, road base, and asphalt, and water line, far exceed the demand imposed by Phase 1. Again, the City Engineer incorrectly analyzed based on the impact of the overall 700-unit master Cordero project and not the Phase 1 plat. When properly analyzed based on the 39-lot Phase 1 plat, the Copper Rock Roadway improvements greatly exceed the capacity required to serve, and therefore the impact of, Phase 1, all as shown by the analysis of Northern Engineering. RVD is therefore entitled to reimbursement as requested.

Power Improvements: RVD understands that the City Council may have a bit more discretion when it comes to the electrical power improvements, but RVD still renews the request for reimbursement as a matter of fairness and good practice. The Decision Letter does not provide any quantified analysis regarding the power improvements for which reimbursement has been requested. Instead, the Decision Letter summarily states that power required by City Code,

and therefore does not create additional capacity. It is unclear whether the City Engineer evaluated the size and capacity of the power lines based on the overall 700-unit master Cordero project or the Phase 1 plat, but the implication seems to be that the City Engineer again analyzed, incorrectly, based on the overall 700-unit master Cordero project and not the Phase 1 plat. The unstated conclusion in the Decision Letter therefore seems to be that the power improvements are sufficient to serve the entire 700-unit master Cordero project, which of course means the capacity is far beyond what is needed just to serve the 39 lots in Phase 1. Electrical power is of course necessary for Phase 1, but RVD understood from communications with City Staff that all the property owners benefitting from the power improvements could share in the total cost, and RVD therefore requests fair reimbursement.

D. Many of the infrastructure improvements required by the City as a part of Phase 1 plat approval also exceed the impact of the entire 700-unit multi-phase Cordero project.

Although it is legally irrelevant, RVD will point out that many of the infrastructure improvements required by the City will exceed the size or capacity required to serve the entire 700-unit multi-phase Cordero project. The information submitted by Northern Engineering supports this conclusion. The Decision Letter fails to properly analyze or apply the information submitted by Northern Engineering. The Decision Letter instead simply makes summary conclusions based on the fact that City Code requires the improvement. Without further analysis, the requirements of the City cannot be supported.

3. Failure to approve the Reimbursement Agreement will constitute a breach of contract by the City.

The City is contractually obligated under Section 6 of the Development Agreement to provide reimbursement to the Developer for oversized infrastructure improvements. The City's failure to approve the Reimbursement Agreement will therefore constitute a breach of contract, giving rise to a claim by RVD against the City. As always, RVD would much prefer to take the cooperative approach and avoid going down that path. But the City needs to be aware of all the possible scenarios involved if the City Council upholds the Decision Letter.

CONCLUSION

The Development Agreement from 2021 requires reimbursement for oversized improvements. RVD has communicated with City Staff for years regarding the reimbursement agreement. City Staff has confirmed the validity of the reimbursement request many times over. The City Council included agenda items to discuss the reimbursement request at least five times in 2022. To treat a December 2023 email from RVD as the reimbursement request is a disingenuous farce.

The City has required, as conditions for approval of the Phase 1 plat, RVD to construct several oversized, very expensive infrastructure improvements that will have regionally-significant capacity far in excess of the demand imposed by the 39 lots in Phase 1. The City is required to reimburse RVD for that excess capacity, under the Development Agreement and under applicable state statute and state and federal constitutional law. RVD's engineering firm,

Northern Engineering, analyzed the required infrastructure and determined the cost of the excess capacity. That analysis was provided to the City Engineer. The City Engineer failed to present any viable analysis in response. Therefore, Northern Engineerings' analysis must stand, and that analysis supports the reimbursement request. Failure of the City Council to approve the reimbursement request will result in an unconstitutional taking of RVD's private property, without just compensation. RVD is simply requesting just compensation for the excess capacity, as required by constitutional law.

RVD requests that the City Council overturn the Decision Letter and approve the Reimbursement Agreement.

Sincerely,
McDonald Fielding, PLLC

Kyle C Fielding, Esq.
Attorneys for RVD

Exhibit 1

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

February 7, 2024

Via Email
River Valley Development, LLC
470 N. 2450 W.
Tremonton, UT 84337

Jon Sorensen, *jons@desertsagehomesutah.com*
Boyd Cook, *boydc@sierrahomes.com*
Kyle Fielding, *kyle@mcdonaldfielding.com*

RE: Hurricane City Administrative Decision in Response to Cordero Reimbursement Request

To Whom it May Concern:

This Administrative Decision is issued pursuant to Title 9, Chapter 6 of the Hurricane City Code ("HCC"), and is in response to a request for reimbursement by River Valley Development, LLC ("Developer") for the construction of improvements.

Background

The property under consideration is 200 acres of land previously isolated from existing City infrastructure (the "Property"). The Developer has sought to extend infrastructure to the Property to enable development. On November 19, 2020, the Property was granted a zone change, subject to certain conditions set out in an agreement entitled Development Agreement for Cordero Zone Change, which was recorded with the Washington County Recorder on February 5, 2021, as Document Number 20210008637 (the "Development Agreement"). The Development Agreement caps the density for the Property at 700 units. The Development Agreement also provides that the Developer and the City will enter into an agreement whereby the Developer is reimbursed by the City for the cost of constructing "eligible public facilities" and that any such reimbursement agreement shall comply with Title 9, Chapter 6 of the Hurricane City Code. Under the Code, to qualify as an "eligible public facility improvement," the improvement must create additional or excess capacity beyond the proportionate share necessary to serve the proposed development at the City's adopted level of service standards. HCC § 9-6-2. Project improvements, which are facilities planned and designed to provide service for the development resulting from the development activity, are not system improvements and do not qualify for reimbursement unless the project improvements create additional or excess capacity beyond the proportionate share necessary to service the proposed development. *Id.*; HCC 9-6-5. A developer that intends to construct eligible public facility improvements is required to submit a written request for a reimbursement to the City Manager and have the agreement executed *prior* to City approval of a final subdivision plat, site plan, building permit, or other

147 North 870 West • Hurricane, UT • 84737
Phone: (435) 635-2811 • Fax (435) 635-4284
www.cityofhurricane.com

land use application which authorizes construction of improvements. HCC 9-6-6(A)(1). "An untimely reimbursement request shall be deemed denied and shall not be paid." HCC 9-6-6(A)(2). Presently, the Developer has already constructed most of the improvements that are the subject of the Developer's request for reimbursement.

The Request

The City has been unable to locate a written request for reimbursement submitted to the Hurricane City Manager. This Administrative Decision is in response to an email sent on December 21, 2023, to the City Engineer and the City Attorney (the "Email"). The Email consisted of a draft reimbursement agreement and two supporting exhibits. The City is treating the Email as a request for a reimbursement agreement. The draft reimbursement agreement attached to the Email contains the following proposed reimbursements:

Improvement	Requested Reimbursement Amount
Water Loop	Unspecified
2100 West Road Base and Asphalt	$84,318.00
2400[1] West Water Pipe	$388,200.00
Copper Rock Parkway Improvements	$243,863.70
Power Improvements	$310,339.00

These categories of improvements are addressed in turn below.

Water Loop

The Developer is requesting reimbursement for the construction of a looped system to serve the Property. A looped water system is a standard requirement for every development within the City. Section 3.6.4 of the Hurricane City Standards for Design & Construction provides as follows:

> 3.6.4 VALVES AND HYDRANTS. The water system shall be looped and valves shall generally be spaced such that a break in any one length of main will put no more than six hundred feet of main, nor more than two fire hydrants, out of service (whichever is less) while maintaining adequate minimum service in the remainder of the water system during repairs, except for major transmission lines, where longer spacing may be allowed. All distribution mains connecting to larger transmission mains shall be valved at the connection. All fire hydrant runs shall also be valved at the distribution main. Valves shall generally be located at street intersections.

The Property to be developed must be served by a looped water system to meet Hurricane City Standards.[2] The requirement for the water loop is not to create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. Rather, the water loop is simply required to serve the Developer's Property at the City's adopted level of service. Therefore, the installation of the water loop does not qualify for reimbursement.

2100 West Road Base and Asphalt

The Developer is requesting reimbursement for 'upsizing' 2100 West Street from 26' of asphalt to 32' of asphalt. 2100 West Street is master planned as a major collector. Per Hurricane City Standards for Design

[1] 2400 West is sometimes referred to as 2600 West in some documents and models.

[2] It is noteworthy that the Developer has previously been advised of the City's water looping requirement in construction drawings and written correspondence. *See, e.g.*, Exhibit B, ¶ 2.

and Construction, major collector streets are required to serve 201 to 600 units. *See* Street Design Standards in the Standards for Design and Construction, Table 3.1. Because the Property has been entitled to 700 units, a major collector street is required to serve the Property at the City's adopted standards. Therefore, the requirement to construct 32 feet of pavement on 2100 West is not a system improvement, but rather a requirement to provide for the needs of the project to provide safe and adequate access. The installation of 32' of asphalt on 2100 West Street does not qualify for reimbursement.

2400 West Water Pipe

The Developer is requesting reimbursement for 'upsizing' the water line in 2400 West from 3000 South to Copper Rock Parkway from an 8" line to an 18" line. Similarly, the Developer is requesting reimbursement for 'upsizing' the water line in 2900 South from 2100 West to 2600 West from an 8" line to a 12" line.

The minimum sizing of the requisite water lines to service the Developer's Property is based on a Culinary Water Distribution System Sizing & Modeling Report (The Cordero Subdivision—200 Acres—700 Dwelling Units), dated June 6, 2022, which was prepared, stamped, and submitted by Brant D. Tuttle, Developer's engineer (the "June 6, 2022 Water Model"). The June 6, 2022 Water Model is attached hereto as **Exhibit A**. The 18" and 12" water lines for which the Developer is seeking reimbursement are required by the June 6, 2022 Water Model to achieve the minimum peak day demand conditions, peak instantaneous demand conditions, and fire flow conditions required by State Code for Developer's Property. *See* June 6, 2022 Water Model, §§ 1.0; 1.4. The June 6, 2022 Water Model concluded that the Developer, by upsizing the water lines as described in the Model, would be "able to supply the pressures and meet the design criteria minimums of Utah State Code to all 700 units with the condition that fire sprinkling systems are required within the west 40 acres until additional improvements are completed that increase available fire flows." *Id.* § 1.5.

In a letter dated July 7, 2022, the City's Water Engineering Firm, Alpha Engineering, issued a letter stating that it did not take exception to the approval of the hydraulic analysis found in the June 6, 2022 Water Model. *See* Alpha Engineering July 7, 2022 Letter, attached hereto as **Exhibit B**. Also on July 7, 2022, the Developer's engineer, Brant D. Tuttle, issued a letter to the City summarizing a discussion held that day. *See* Brant D. Tuttle July 7, 2022 Letter, attached hereto as **Exhibit C**. In his letter, Mr. Tuttle acknowledged that the upsizing of the subject water lines was required to provide fire flow and peak demand requirements. *See id.* Mr. Tuttle also specifically acknowledged that "[w]ithout the upsize to the 12-inch water line the southerly portion of Phase 3 will not meet the fire flow and peak day demands." *See id.*

In summary, the Developer's own water model, submitted by Developer's engineer, requires the Developer to increase the size of the water lines in 2400 West and 2900 South to meet the minimum residential system pressures required by the Utah Code. Even with these updates, portions of the Property will still be required to install fire sprinkling systems due to inadequate pressures. Therefore, the purpose of increasing the size of the subject water lines is not to create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. Rather, the larger water lines are required to serve the Developer's Property at the minimum level of service required by the State of Utah. Therefore, the installation of the water lines does not qualify for reimbursement.

Copper Rock Parkway Improvements

The Developer is requesting reimbursement for improvements to Copper Rock Parkway, including the installation of a 12" water line from 2100 West and 2400 West and curb, gutter, sidewalk, road base, and asphalt north of Southern Shores and the eastern portion of the Property.

Regarding the reimbursement request for the water line, the 12" line is what is required by the Developer's June 6, 2022 Water Model to meet minimum State standards, so no reimbursement is available. *See* analysis in previous section.

Regarding the reimbursement request for the roadway improvements, a parallel can be drawn to the analysis of 2100 West above. Copper Rock Parkway (now Cliff View Drive) is a master planned major collector street. The improvements constructed as part of the Cordero project are required for the project access and are commensurate with the number of units that have been entitled by the City. The improvements to the North side of Cliff View Drive were volunteered by the developer to fulfill a private contractual obligation and were not a requirement of the City and are therefore not reimbursable.

Power Improvements

The Developer is requesting reimbursement for "certain electrical power pole and line relocations and oversizing." Developer did not submit any exhibits, calculations, or invoices to support the request. Regardless, the City recognizes that the Developer has paid to construct distribution power lines to extend power infrastructure to the Property. For clarity, distribution power lines transmit electricity from power substations to development, whereas transmission power lines transmit higher voltage electricity to power substations. Hurricane City charges an impact fee for the installation of transmission power lines, but not for distribution power lines. Instead of charging an impact fee for distribution power lines, developers are required to extend distribution power lines sufficient to serve the proposed development at the developers' cost.[3]

In this situation, for the Property to have power service, the Developer choose to construct power poles and distribution power lines to connect the Property to existing power infrastructure. The sizing of the poles and lines was what was necessary to deliver power to the Property sufficient to meet City standards. The purpose for the construction of the power infrastructure was not to create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. Rather, the power infrastructure was simply what was required to serve the Developer's Property pursuant to City standards. Therefore, the installation of the power infrastructure does not qualify for reimbursement.

Findings and Decision

The Developer has chosen to develop in an area with limited or no public infrastructure. As such, the Developer is responsible to extend all needed services to the area, and the City has no responsibility to fund development.

In response to the Developer's request for reimbursement, Hurricane City finds that each category of improvements constructed by Developer is what was necessary to serve the proposed 200-acre, 700-unit development at adopted levels of service. Hurricane City finds further that the construction of each

[3] This requirement was made clear to the Developer at each stage of development, including the approved construction drawings submitted by the Developer.

category of improvements constructed by Developer does not create additional or excess capacity beyond the Developer's proportionate share necessary to serve the proposed development. *See* HCC § 9-6-2, 5. These findings are supported by the foregoing explanations of each category of improvements.

Furthermore, for each improvement that has already been constructed, the City is prohibited from issuing reimbursements for requests for such improvements pursuant to HCC 9-6-6.

Based on the information and findings herein, the reimbursement request submitted by the Developer is hereby DENIED in its entirety.

Right to Appeal

Pursuant to HCC 9-6-11, this determination by the City Engineer may be appealed to the Hurricane City Council by filing a written request with the City Manager, together with a fee of $250.00, within ten calendar days of this Decision.

Hurricane City Engineer

Arthur LeBaron, City Engineer

Culinary Water Distribution System Sizing & Modeling Report

The Cordero Subdivision

200 Acres – 700 Dwelling Units

June 27, 2022
Prepared by: Jake Black, EIT
Reviewed by: Brant Tuttle, PE
Northern Engineering, Inc.
1040 East 800 North
Orem, Utah 84097
(801) 802-8992

The Cordero Subdivision

1.0 INTRODUCTION & PURPOSE:

The original Cordero Subdivision is a 200-acre residential development located at Copper Rock Parkway and 2100 West. An 80-acre parcel has been sold for the Southern Shores Ski Lake Community, which has been designed, approved, and is under construction with 56 lots. The remaining 120-acres has been divided into the east 80-acres (299 units) consisting of single-family lots zoned R1-6, and west 40-acres (345 units) which is zoned Recreational Resort and planned for vacation rentals. The total combined unit count for the 200-acres is 700 units. The purpose of this report is to demonstrate that the proposed water distribution system can meet the anticipated peak water demands that it may come subject to. The State of Utah stipulates that public water systems be sized adequately to deliver the high flows associated with the periods of peak use and for fire flow emergencies. (See applicable Utah codes R309-105, R309-510, and R309-511 along with the International Fire Code). Typically, these peak usage events occur during the hottest period of the summer, when outdoor watering is at its highest.

- The Peak Day Demand (PDD) for a system is defined as the maximum volume of water used on any given day during the year, including water used for irrigation.
- Peak Instantaneous Demand (PID) is defined as the maximum amount of water used in a single hour, in any given day, including water used for irrigation.
- The Fire Flow Demand (FFD) is the flow rate expected at any given fire hydrant within the system and is determined by the Fire Marshall in accordance with building codes.

Delivery of these peak flows are to be provided while simultaneously keeping residual pressures within the system above certain levels. According to State Code, Public Water Systems are to ensure that distribution systems maintain a ***minimum*** residual system pressure of:

(a) <u>at least 40 psi</u> during a *peak day demand* condition;
(b) <u>at least 30 psi</u> during a *peak instantaneous demand* condition; and
(c) <u>at least 20 psi</u> during *fire flow conditions* **and** that this fire demand be experienced concurrently with a *peak day demand* condition.

1.1 WATER SYSTEM DESIGN CRITERIA:

<u>State of Utah Admin Code Section R309R-510</u> was used to calculate the Peak Day Demand for each residential lot. Both indoor use and irrigation use together was analyzed to calculate the PDD. For indoor use, Table 510-1 of State code lists a PDD of 800 gallons per day per residence. This equates to 0.556 gallons per minute. Table 510-3 lists a PDD of 4.90 gallons per minute per irrigated acre within Map Zone 6, which this project falls within. We determined this project will have an average of 3,000 square feet of irrigation per lot which equates to 0.0689 acres. Multiplying 4.90 gallons per minute per acre by 0.0689 acres equates to 0.337 gallons per minute. Adding this to the indoor use, the total PDD equals <u>0.893</u> gallons per minute. This demand was applied to all 700 lots of the project for analysis of PDD and PDD+FFD.

For the Peak Instantaneous Demand, the Peak Day Demand is multiplied by a factor of 2. This equals 1.786 gallons per minute. This demand was applied to all 700 lots of the project for the analysis of PID.

State of Utah Admin Code Section R309R-510 was used to calculate the total storage requirement for the project. Both indoor use and irrigation use together was analyzed to calculate the total storage. For indoor use, Table 510-4 of State code lists a storage of 400 gallons per residence. Table 510-5 lists a storage of 4,964 gallons per irrigated acre within Map Zone 6, which this project falls within. We determined this project will have an average of 3,000 square feet of irrigation per lot which equates to 0.0689 acres. Multiplying 4,964 gallons per acre by 0.0689 acres equates to 342 gallons. Adding this to the indoor use storage, the total storage equals 742 gallons per residence. This storage applied to all 700 lots of the project equates to a total storage requirement of 519,400 gallons.

According to the International Code, Fire Flow demand is dependent on building size.

$$FFD = \begin{cases} 1500\ GPM, & building < 3600\ ft^2 \\ 1750\ GPM, & 3600\ ft^2 < building < 4800\ ft^2 \\ 2000\ GPM, & 4800\ ft^2 < building < 6200\ ft^2 \\ 2250\ GPM, & 6200\ ft^2 < building < 7700\ ft^2 \\ 2500\ GPM, & 7700\ ft^2 < building < 9400\ ft^2 \end{cases}$$

It is anticipated that the west 40 acres will have multi-family buildings. These buildings may be larger than 3600 square feet. The model was ran with the maximum fire flow possible at the critical node while still maintaining 20 psi residual pressure throughout the entire system. This was found to be 1,250 GPM of fire flow. This will require the buildings to be fire sprinklered until additional capital improvements are completed that increase available fire flows. According to the tables in Appendix B of the 2018 IFC, building with fire sprinklers and 1250 GPM of fire flow can be up to 9,400 square feet.

To determine the most critical node to apply the FFD to, the model was ran with the FFD at several of the nodes in the southwest corner of the proposed project. This corner is higher in elevation than the rest of the system. Nodes in the corner area on 8-inch lines and 12-lines were tested. See Appendix G for an exhibit of different tests used to determine the critical node. It was confirmed that the furthest southwest and highest in elevation node was the critical node (Node 88). Appendix H contains the map and model data for the test of the critical node.

➔ Peak Day Demand (PDD)	**0.893 GPM**
➔ Peak Instantaneous Demand (PID)	**1.786 GPM**
➔ Peak Day w/ Fire Flow Flows (PDD+FFD)	**0.893 GPM + 1500 GPM**

1.2 HYDRAULIC ANALYSIS AND COMPUTER MODELING:

Hydraulic modeling software programs have been developed to aid in the analysis and design of water distribution systems and, when properly prepared, have been found to accurately simulate available flows and system pressures with a system. These analyses allow the designer to size, compare, and confirm the performance of existing or proposed infrastructure.

"EPANET 2.2", a hydraulic modeling software developed by the United States Department of Environmental Protection, was utilized for the water distribution system analysis herein described. EPANET 2.2 was developed for conducting steady-state analysis of pressure pipe networks and allows the evaluation of a variety of water demands and operating conditions within a water system. The software allows the designer to link a graphical representation of the water distribution system to a database that describes the physical characteristics of each hydraulic feature (i.e. length, diameter, and roughness coefficient for a pipeline) and the physical attributes and demand conditions at junction nodes (i.e. ground elevation, demand, etc.). In a water model, junction nodes are established at all intersections between pipes as well as other water demand locations in the system. Altogether, these water models can accurately simulate the different components of the distribution system, including the piping, points of connection, system elevations, system demands, and available pressures.

1.3 DISTRIBUTION SYSTEM:

The distribution system within the model was laid within the proposed public streets. All 700 lots were divided up and their water demands applied to the nearest node. Nodes representing fire hydrants were also placed throughout the system according to fire code and Hurricane City Standards.

As per Hurricane City Standards, pipes 12-inches and larger are to be constructed as ductile iron. All smaller pipes are to be constructed as PVC. The model was created to reflect this standard. A roughness coefficient of 150 was applied to all PVC pipes and 130 to all ductile iron pipes.

Calibration:

The model was initially built to reflect only the existing infrastructure in order to calibrate to the test results from 3/11/21 where the fire hydrant at 2100W and Copper Rock Parkway intersection was tested. Those test results included: A static pressure of 95 psi at said fire hydrant. A residual pressure of 55 psi at the fire hydrant north at the intersection of 2100W and 3120S (North Slope Development) during a flow of 1,186 GPM from the hydrant at 2100W and Copper Rock Parkway.

The model reservoir elevation was adjusted until the static pressure of the model reached the tested 95 psi. The existing pipe's roughness coefficients were then adjusted to achieve the tested residual pressure during the stated flow. See Appendix B for calibration test exhibits. Once the model was calibrated, all new and proposed pipes were added and tested based on the described criteria.

1.4 SYSTEM ANALYSIS:

The goal of the model is to determine if upsizing the 8" water main in 3000 South to a 12" water main will provide sufficient flows to meet state code. The system was modeled using the following:

- Upsizing the existing 8" main in 3000 South to a 12" main from 1100 W to 2100 W.
- The new 12" main that runs down 2100 West from 3000 South to Copper Rock Parkway remains.
- The new 8" main running from 1500 West to 2100 West in approximately 2800 South remains. (across the Zarbock and Beard Property).
- The new 12" main connected to the new 8" main mentioned previous, running from 2100 West to 2600 West at approximately 2800 South remains.
- The new 18" main in 2600 West running from approximately 2800 South to Copper Rock Parkway remains.
- The new 12" main in Copper Rock Parkway running from 2600 West to 2100 West remains.

All new mains listed above have been approved and are under construction. The only new proposed change would be the upsizing of the existing 3000 S main from 1100 W to 2100 W. See Table 1 for model results. See Figure 1 for a map exhibit of main lines.

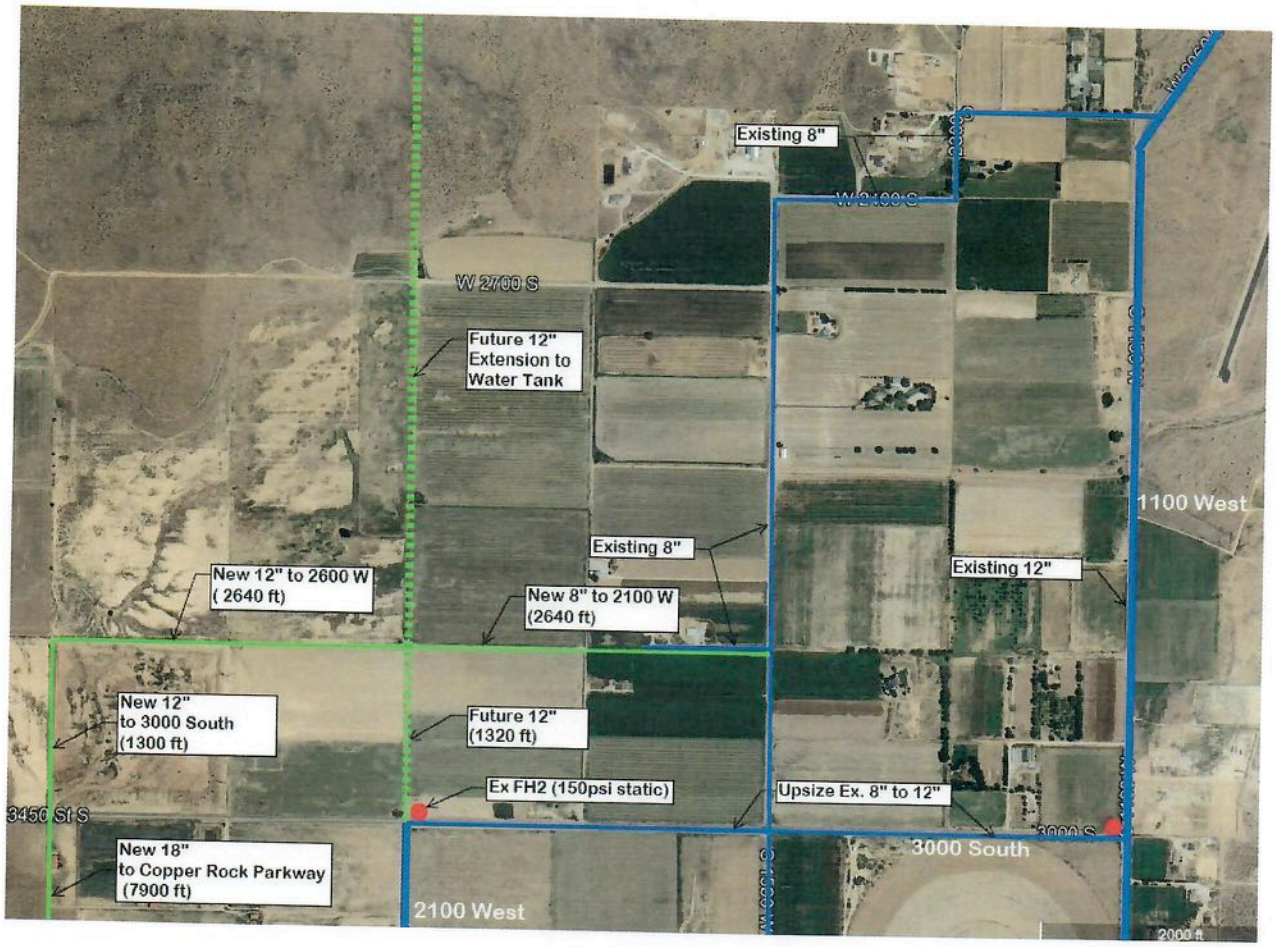


Figure 1: Map Exhibit of Main Water Lines

The calibrated model was ran with the 3000 South upsizing and all 700 units. Table 1 lists the results. The system passed PDD and PID. The system passes PDD+FFD with a 1250 GMP fire flow. **All units in the west 40 acres are required to have fire sprinkling systems until additional capital improvements are completed that increase available fire flows.**

Table 1 – Minimum Connection Pressure Values:

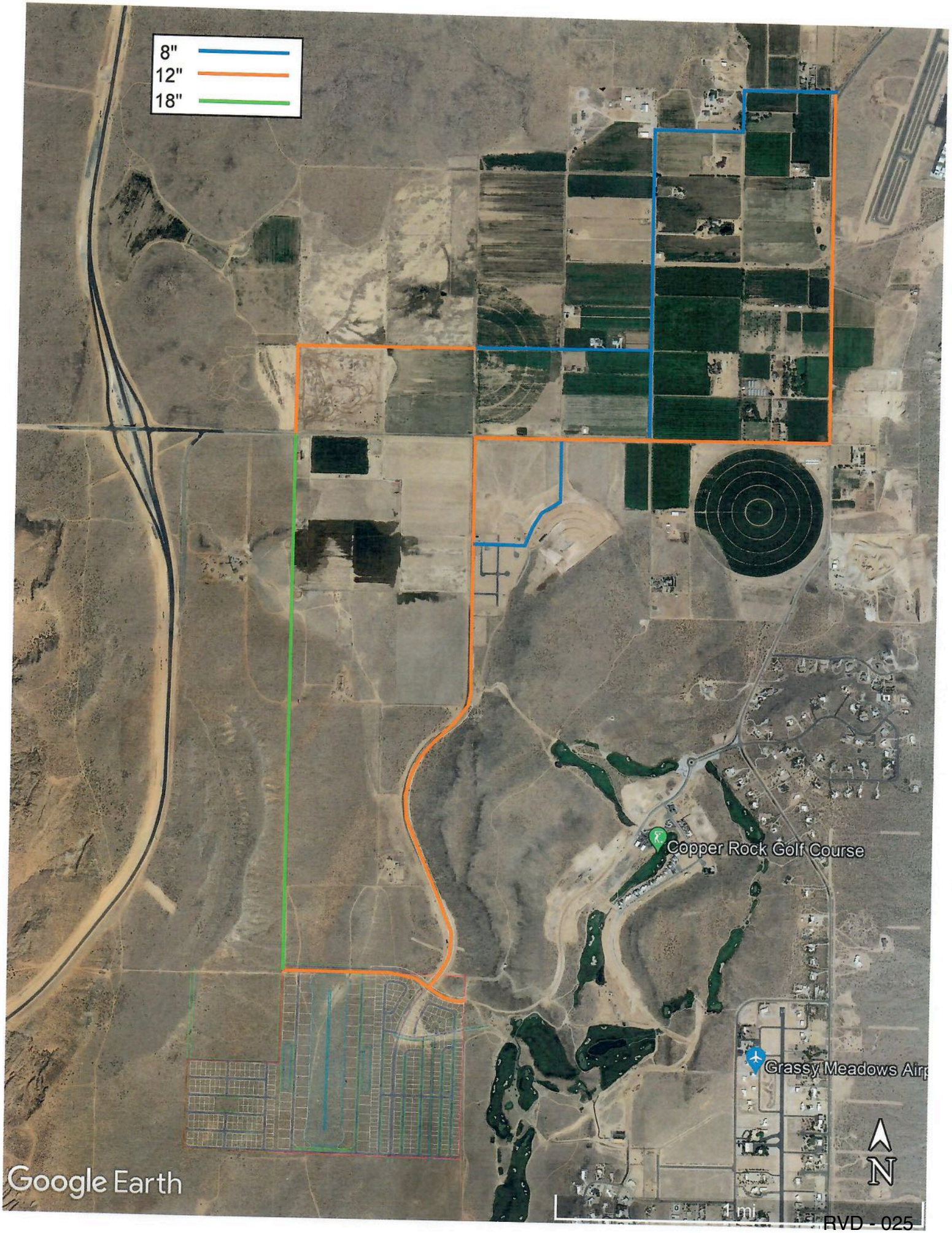
MODEL	LOWEST RESULTING PRESSURE PSI			MODEL RESULTS: PASS/FAIL
	PDD (P>40psi)	PID (P>30psi)	PDD+FFD (P>20psi)	
SCENARIO 1	**55.01**	**42.67**	**21.15**	**PASS**

1.5 CONCLUSION:

By upsizing the existing 8" water main in 3000 South to a 12" main, the water system is able to supply the pressures and meet the design criteria minimums of Utah State Code to all 700 units with the condition that fire sprinkling systems are required within the west 40 acres until additional capital improvements are completed that increase available fire flows.

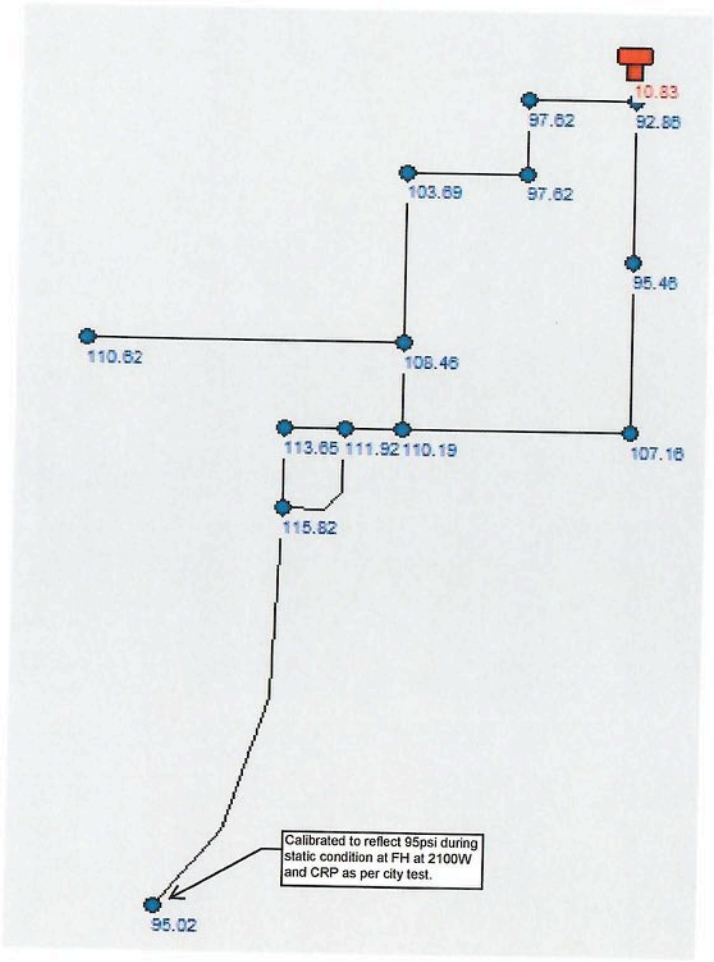
1.6 APPENDIX:

Appendix A – Offsite Water System Map
Appendix B – Calibration Tests
Appendix C – Node and Link ID Sheets
Appendix D – Static Test Map and Data
Appendix E – PDD Test Map and Data
Appendix F – PID Test Map and Data
Appendix G – Controlling FH Location Exhibit
Appendix H – PDD + FF Test Map and Data

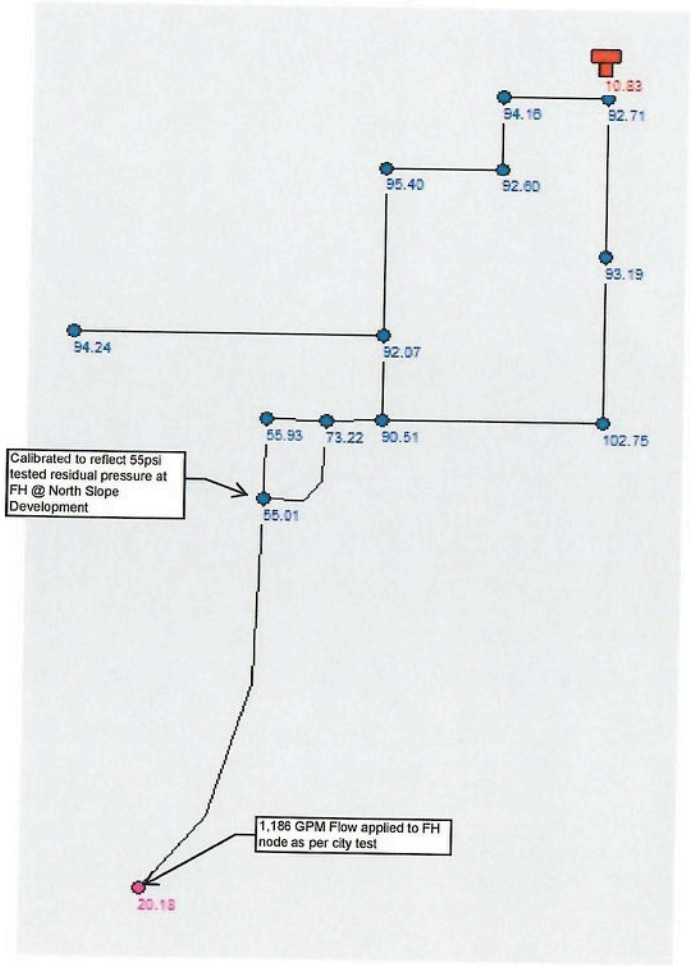

8"
12"
18"
Copper Rock Golf Course
Grassy Meadows Airp
Google Earth
N
1 mi

Existing System Calibration

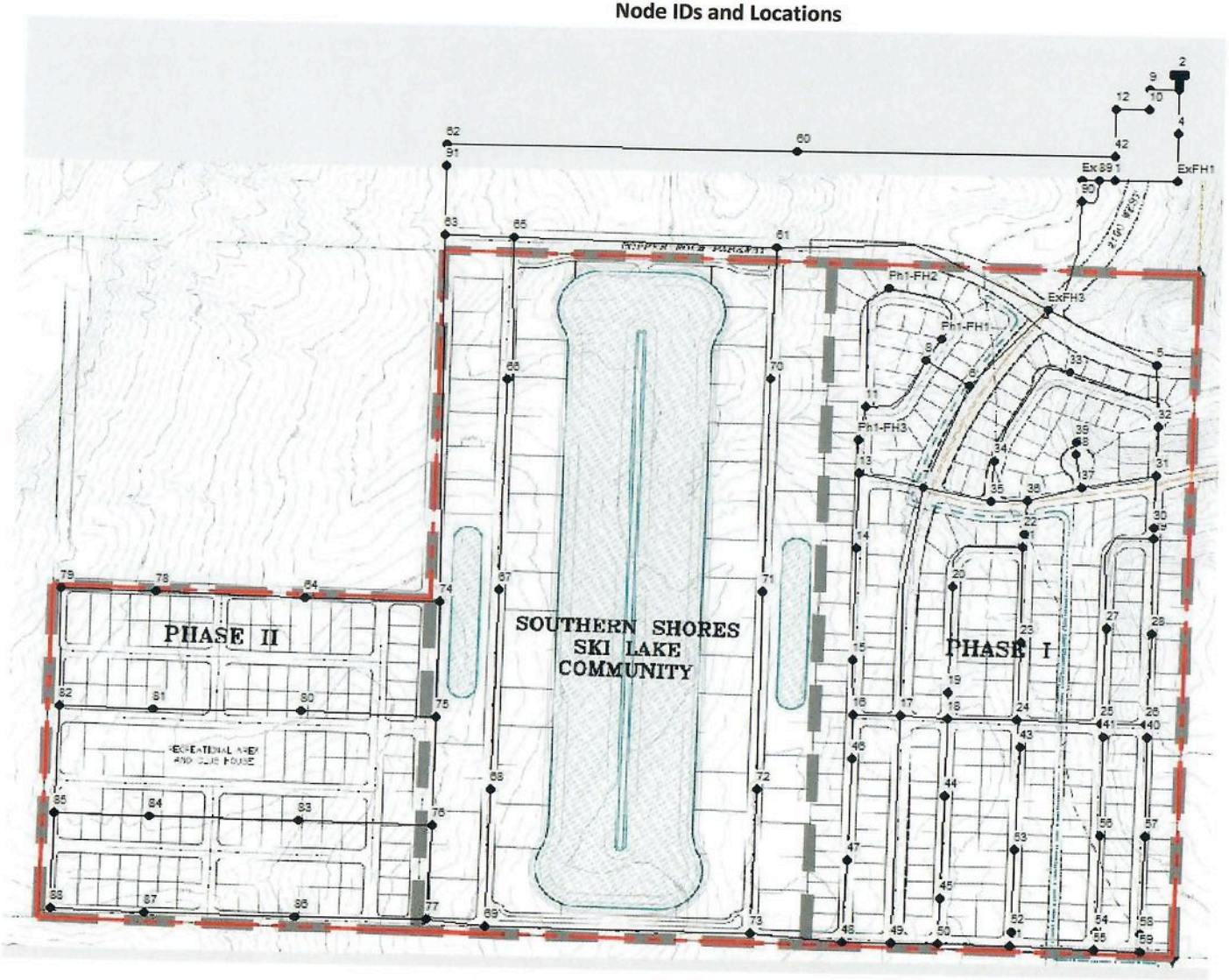
Static Condition of Existing System
FH @ 2100 W and Copper Rock Parkway Tested PSI = 95



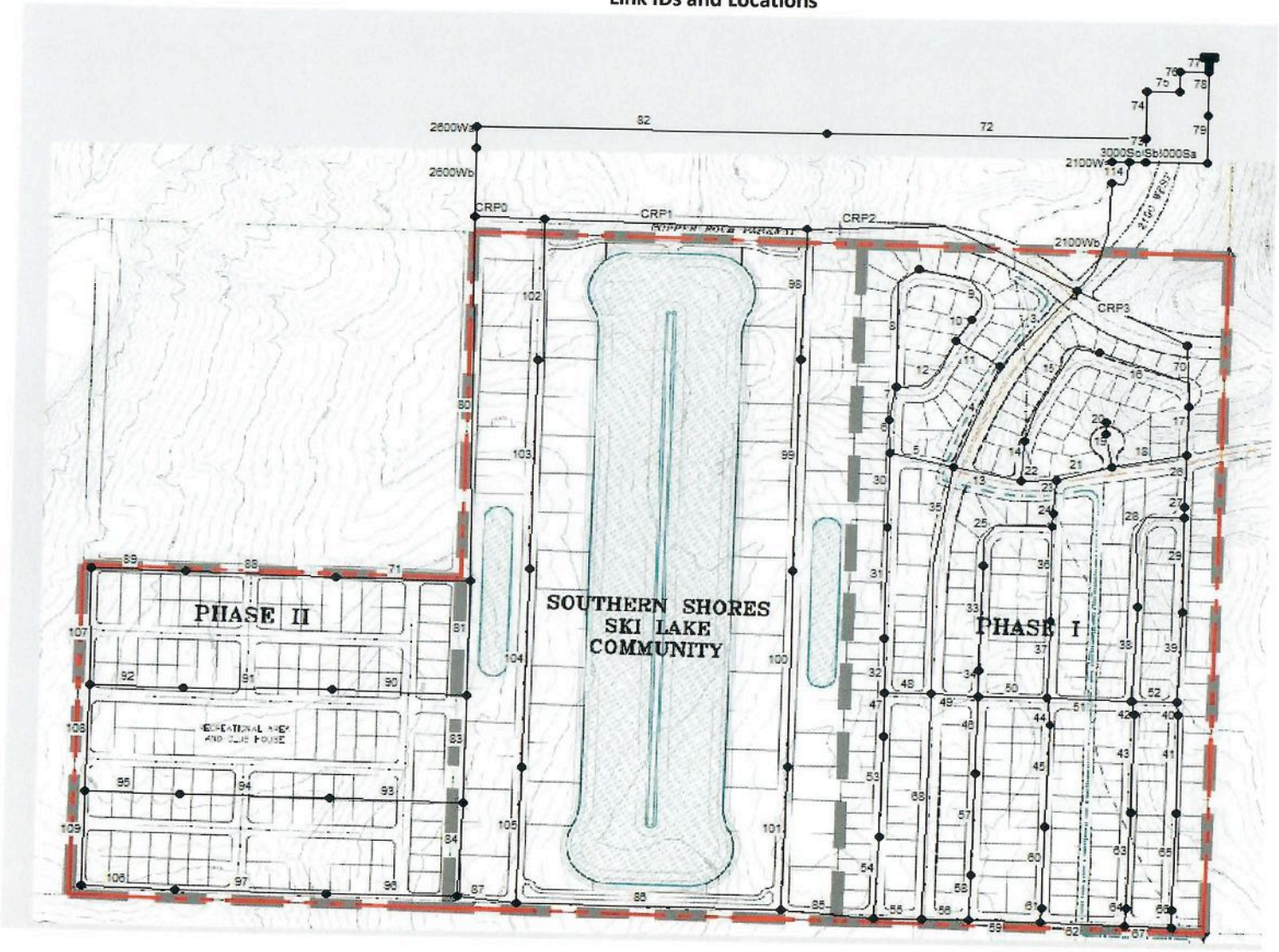
1,186 GPM Flow From FH @ 2100 W and Copper Rock Parkway
Residual Pressure at North Slope Development FH = 55 Psi



Node IDs and Locations

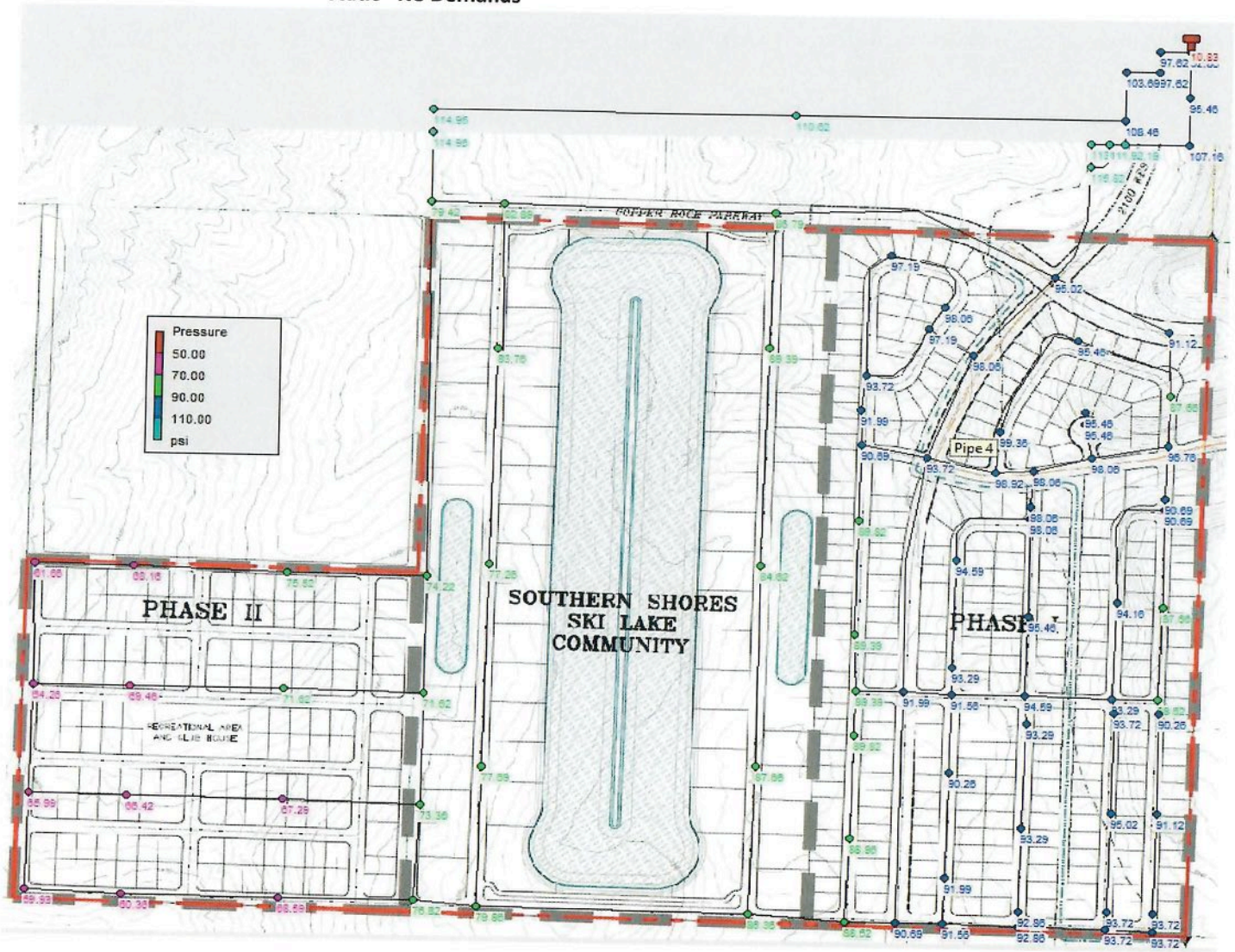


Link IDs and Locations



RVD - 028

Static - No Demands



RVD - 029

Static - No Demands - Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 88	3414	0	3552.3	59.93
Junc 87	3413	0	3552.3	60.36
Junc 79	3410	0	3552.3	61.66
Junc 82	3404	0	3552.3	64.26
Junc 85	3400	0	3552.3	65.99
Junc 84	3399	0	3552.3	66.42
Junc 83	3397	0	3552.3	67.29
Junc 78	3395	0	3552.3	68.16
Junc 86	3394	0	3552.3	68.59
Junc 81	3392	0	3552.3	69.46
Junc 75	3387	0	3552.3	71.62
Junc 80	3387	0	3552.3	71.62
Junc 76	3383	0	3552.3	73.36
Junc 74	3381	0	3552.3	74.22
Junc 64	3378	0	3552.3	75.52
Junc 77	3375	0	3552.3	76.82
Junc 67	3374	0	3552.3	77.26
Junc 68	3373	0	3552.3	77.69
Junc 63	3369	0	3552.3	79.42
Junc 69	3368	0	3552.3	79.86
Junc 65	3361	0	3552.3	82.89
Junc 66	3359	0	3552.3	83.76
Junc 71	3357	0	3552.3	84.62
Junc 73	3353	0	3552.3	86.36
Junc 61	3352	0	3552.3	86.79
Junc 28	3350	0	3552.3	87.66
Junc 72	3350	0	3552.3	87.66
Junc 32	3350	0	3552.3	87.66
Junc 26	3348	0	3552.3	88.52
Junc 48	3348	0	3552.3	88.52
Junc 47	3347	0	3552.3	88.96
Junc 15	3346	0	3552.3	89.39

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 16	3346	0	3552.3	89.39
Junc 70	3346	0	3552.3	89.39
Junc 14	3345	0	3552.3	89.82
Junc 46	3345	0	3552.3	89.82
Junc 44	3344	0	3552.3	90.26
Junc 40	3344	0	3552.3	90.26
Junc 49	3343	0	3552.3	90.69
Junc 29	3343	0	3552.3	90.69
Junc 30	3343	0	3552.3	90.69
Junc 13	3343	0	3552.3	90.69
Junc 57	3342	0	3552.3	91.12
Junc 5	3342	0	3552.3	91.12
Junc 50	3341	0	3552.3	91.56
Junc 18	3341	0	3552.3	91.56
Junc Ph1-FH3	3340	0	3552.3	91.99
Junc 45	3340	0	3552.3	91.99
Junc 17	3340	0	3552.3	91.99
Junc 3	3338	0	3552.3	92.86
Junc 52	3338	0	3552.3	92.86
Junc 51	3338	0	3552.3	92.86
Junc 53	3337	0	3552.3	93.29
Junc 43	3337	0	3552.3	93.29
Junc 19	3337	0	3552.3	93.29
Junc 25	3337	0	3552.3	93.29
Junc 7	3336	0	3552.3	93.72
Junc 58	3336	0	3552.3	93.72
Junc 55	3336	0	3552.3	93.72
Junc 54	3336	0	3552.3	93.72
Junc 11	3336	0	3552.3	93.72
Junc 41	3336	0	3552.3	93.72
Junc 59	3336	0	3552.3	93.72
Junc 27	3335	0	3552.3	94.16

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3552.3	94.59
Junc 24	3334	0	3552.3	94.59
Junc 56	3333	0	3552.3	95.02
Junc ExFH3	3333	0	3552.3	95.02
Junc 23	3332	0	3552.3	95.46
Junc 33	3332	0	3552.3	95.46
Junc 38	3332	0	3552.3	95.46
Junc 4	3332	0	3552.3	95.46
Junc 39	3332	0	3552.3	95.46
Junc 31	3329	0	3552.3	96.76
Junc 8	3328	0	3552.3	97.19
Junc Ph1-FH2	3328	0	3552.3	97.19
Junc 10	3327	0	3552.3	97.62
Junc 9	3327	0	3552.3	97.62
Junc 21	3326	0	3552.3	98.06
Junc 22	3326	0	3552.3	98.06
Junc 37	3326	0	3552.3	98.06
Junc 36	3326	0	3552.3	98.06
Junc 6	3326	0	3552.3	98.06
Junc Ph1-FH1	3326	0	3552.3	98.06
Junc 35	3324	0	3552.3	98.92
Junc 34	3323	0	3552.3	99.36
Junc 12	3313	0	3552.3	103.69
Junc ExFH1	3305	0	3552.3	107.16
Junc 42	3302	0	3552.3	108.46
Junc 1	3298	0	3552.3	110.19
Junc 60	3297	0	3552.3	110.62
Junc 89	3294	0	3552.3	111.92
Junc ExFH2	3290	0	3552.3	113.65
Junc 62	3287	0	3552.3	114.95
Junc 91	3287	0	3552.3	114.95
Junc 90	3285	0	3552.3	115.82

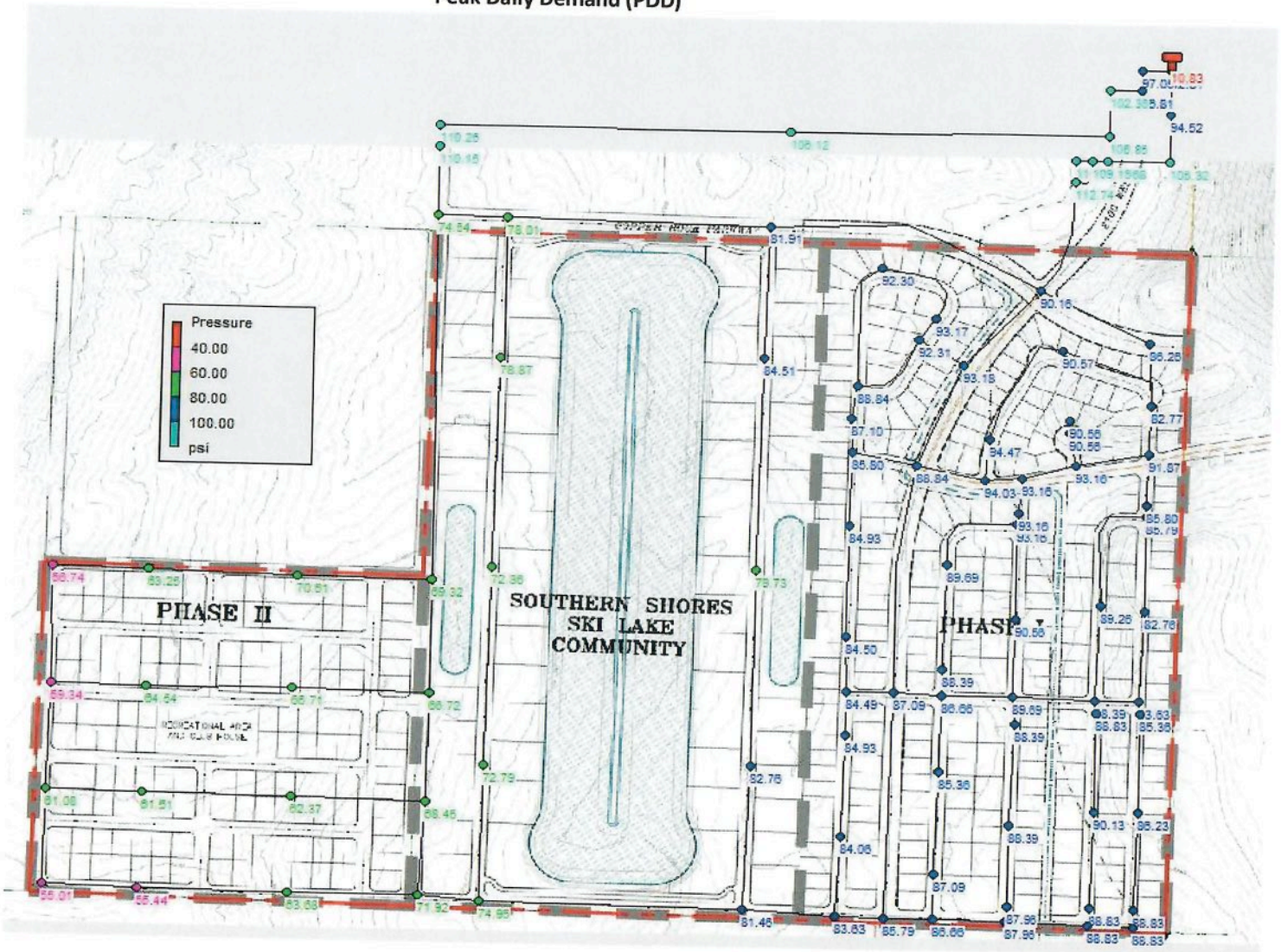
Static - No Demands - Links

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 67	154.89	12	130	0	0
Pipe 40	49.07	8	150	0	0
Pipe 20	45.7	8	150	0	0
Pipe 19	127.75	8	150	0	0
Pipe CRP0	250	12	130	0	0
Pipe 59	248.84	12	130	0	0
Pipe 107	430	12	130	0	0
Pipe 89	430	12	130	0	0
Pipe 88	430	12	130	0	0
Pipe 71	430	12	130	0	0
Pipe 66	66.34	8	150	0	0
Pipe 65	372.36	8	150	0	0
Pipe 1	75	12	112	0	0
Pipe 41	372.25	8	150	0	0
Pipe 68	860.44	12	130	0	0
Pipe 38	362.01	8	150	0	0
Pipe 56	162.17	12	130	0	0
Pipe 28	478.35	8	150	0	0
Pipe 37	293.37	8	150	0	0
Pipe 108	430	12	130	0	0
Pipe 36	361.83	8	150	0	0
Pipe 42	49.2	8	150	0	0
Pipe 63	366.83	8	150	0	0
Pipe 43	372.26	8	150	0	0
Pipe 95	430	8	150	0	0
Pipe 93	430	8	150	0	0
Pipe 94	430	8	150	0	0
Pipe 62	293.1	12	130	0	0
Pipe CRP1	950	12	130	0	0
Pipe 97	430	12	130	0	0
Pipe 96	430	12	130	0	0
Pipe 106	430	12	130	0	0
Pipe 109	430	12	130	0	0
Pipe 44	106.8	8	150	0	0
Pipe 90	430	8	150	0	0
Pipe 92	430	8	150	0	0
Pipe 91	430	8	150	0	0
Pipe 101	440	8	150	0	0
Pipe 100	880	8	150	0	0
Pipe 98	440	8	150	0	0

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 99	880	8	150	0	0
Pipe 35	874.02	12	130	0	0
Pipe 60	311.45	8	150	0	0
Pipe 45	385.3	8	150	0	0
Pipe 73	1330	8	112	0	0
Pipe 48	159.97	8	150	0	0
Pipe 57	390.74	8	150	0	0
Pipe 46	292.53	8	150	0	0
Pipe 58	169.58	8	150	0	0
Pipe 61	55.41	8	150	0	0
Pipe 2600W	7900	18	130	-0.01	0
Pipe CRP2	1000	12	130	0	0
Pipe 80	1400	18	130	-0.01	0
Pipe 81	430	18	130	-0.01	0
Pipe 23	129.72	8	150	0	0
Pipe 83	430	18	130	-0.01	0
Pipe 24	45.86	8	150	0	0
Pipe 84	430	18	130	-0.01	0
Pipe 55	167.7	8	150	0	0
Pipe 114	2460	8	150	0	0
Pipe 105	440	8	150	0	0
Pipe 104	880	8	150	0	0
Pipe 103	880	8	150	0	0
Pipe 102	440	8	150	0	0
Pipe 53	385.25	8	150	0	0
Pipe 47	165.56	8	150	0	0
Pipe 54	308.02	8	150	0	0
Pipe 64	66.37	8	150	0	0
Pipe 34	99.03	8	150	0	0
Pipe 25	368.41	8	150	0	0
Pipe 33	399.99	8	150	0	0
Pipe 51	293.49	8	150	0	0
Pipe 17	186.67	8	150	0	0
Pipe 39	342.98	8	150	0	0
Pipe 29	361.83	8	150	0	0
Pipe 2100W	1550	12	112	0.01	0
Pipe 3000Sc	1330	12	130	0.01	0
Pipe 52	152.35	8	150	0	0
Pipe 49	163.95	8	150	0	0
Pipe 26	198.2	8	150	0	0

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 27	41.9	8	150	0	0
Pipe 82	2640	12	130	-0.01	0
Pipe 2600Wa	1300	12	130	-0.01	0
Pipe CRP3	420	12	130	0.01	0
Pipe 30	281.87	8	150	0	0
Pipe 32	209.62	8	150	0	0
Pipe 31	422.84	8	150	0	0
Pipe 2100Wb	7070	12	112	0.01	0
Pipe 3000Sb	1330	12	130	0.01	0
Pipe 22	125.92	8	150	0	0
Pipe 12	304.26	8	150	0	0
Pipe 50	239.95	8	150	0	0
Pipe 3000Sa	2650	12	130	0.01	0
Pipe 78	2643	12	112	0.01	0
Pipe 79	2674	12	112	0.01	0
Pipe 85	340	8	150	0	0
Pipe 7	127.12	8	150	0	0
Pipe 6	129.55	8	150	0	0
Pipe 11	179.66	8	150	0	0
Pipe 86	920	8	150	0	0
Pipe 3	384.76	12	130	0.01	0
Pipe 21	197.76	8	150	0	0
Pipe 18	259.94	8	150	0	0
Pipe 13	238.37	8	150	0.01	0
Pipe 72	2640	8	112	0.01	0
Pipe 70	200	8	150	0.01	0
Pipe 4	413.75	12	130	0.01	0
Pipe 87	240	8	150	0.01	0
Pipe 5	225.58	8	150	0.01	0
Pipe 77	1340	8	112	0.01	0
Pipe 76	628	8	112	0.01	0
Pipe 74	3268	8	112	0.01	0
Pipe 75	1320	8	112	0.01	0
Pipe 8	487.49	8	150	0.01	0
Pipe 10	96.13	8	150	0.01	0
Pipe 9	355.92	8	150	0.01	0
Pipe 14	156.58	8	150	0.01	0
Pipe 16	415.24	8	150	0.01	0
Pipe 15	480.87	8	150	0.01	0

Peak Daily Demand (PDD)



RVD - 032

Peak Daily Demand (PDD) Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi	
Junc 88	3414	8.93	3540.96	55.01	40 req.
Junc 87	3413	16.97	3540.96	55.44	
Junc 79	3410	8.93	3540.96	56.74	
Junc 82	3404	16.97	3540.95	59.34	
Junc 85	3400	16.97	3540.95	61.08	
Junc 84	3399	33.93	3540.95	61.51	
Junc 83	3397	34.83	3540.95	62.37	
Junc 78	3395	16.97	3540.96	63.25	
Junc 86	3394	16.97	3540.96	63.68	
Junc 81	3392	33.93	3540.95	64.54	
Junc 80	3387	33.93	3540.95	66.71	
Junc 75	3387	16.97	3540.98	66.72	
Junc 76	3383	16.97	3540.97	68.45	
Junc 74	3381	8.93	3540.98	69.32	
Junc 64	3378	16.97	3540.97	70.61	
Junc 77	3375	8.93	3540.97	71.92	
Junc 67	3374	8.04	3540.99	72.36	
Junc 68	3373	8.04	3540.98	72.79	
Junc 63	3369	0	3541.02	74.54	
Junc 69	3368	0	3540.98	74.95	
Junc 65	3361	0	3541.03	78.01	
Junc 66	3359	8.93	3541.01	78.87	
Junc 71	3357	8.04	3541.01	79.73	
Junc 73	3353	0	3541	81.46	
Junc 61	3352	0	3541.04	81.91	
Junc 72	3350	8.04	3541	82.76	
Junc 28	3350	0	3541	82.76	
Junc 32	3350	0	3541.03	82.77	
Junc 26	3348	16.07	3541	83.63	
Junc 48	3348	11.61	3541	83.63	
Junc 47	3347	0	3541	84.06	
Junc 16	3346	24.11	3541	84.49	

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 15	3346	0	3541.01	84.5
Junc 70	3346	8.93	3541.03	84.51
Junc 46	3345	0	3541	84.93
Junc 14	3345	0	3541.01	84.93
Junc 40	3344	0	3541	85.36
Junc 44	3344	0	3541	85.36
Junc 49	3343	0	3541	85.79
Junc 29	3343	18.75	3541	85.79
Junc 30	3343	0	3541	85.8
Junc 13	3343	16.97	3541.02	85.8
Junc 57	3342	0	3541	86.23
Junc 5	3342	0	3541.07	86.26
Junc 50	3341	10.72	3541	86.66
Junc 18	3341	19.65	3541	86.66
Junc 45	3340	0	3541	87.09
Junc 17	3340	0	3541	87.09
Junc Ph1-FH3	3340	0	3541.02	87.1
Junc 51	3338	10.27	3541	87.96
Junc 52	3338	0	3541	87.96
Junc 25	3337	14.29	3541	88.39
Junc 53	3337	0	3541	88.39
Junc 43	3337	0	3541	88.39
Junc 19	3337	0	3541	88.39
Junc 59	3336	8.04	3541	88.83
Junc 58	3336	0	3541	88.83
Junc 41	3336	0	3541	88.83
Junc 54	3336	0	3541	88.83
Junc 55	3336	8.04	3541	88.83
Junc 7	3336	0	3541.02	88.84
Junc 11	3336	18.75	3541.02	88.84
Junc 27	3335	0	3541	89.26
Junc 24	3334	19.65	3541	89.69

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3541	89.69
Junc 56	3333	0	3541	90.13
Junc ExFH3	3333	0	3541.09	90.16
Junc 23	3332	0	3541	90.56
Junc 38	3332	6.25	3541.01	90.56
Junc 39	3332	0	3541.01	90.56
Junc 33	3332	0	3541.03	90.57
Junc 31	3329	12.5	3541.01	91.87
Junc Ph1-FH2	3328	0	3541.03	92.3
Junc 8	3328	11.61	3541.03	92.31
Junc 3	3338	0	3552.2	92.81
Junc 21	3326	19.65	3541	93.16
Junc 22	3326	0	3541.01	93.16
Junc 36	3326	0.89	3541.01	93.16
Junc 37	3326	1.79	3541.01	93.16
Junc Ph1-FH1	3326	0	3541.03	93.17
Junc 6	3326	0	3541.04	93.18
Junc 35	3324	16.97	3541.02	94.03
Junc 34	3323	0	3541.02	94.47
Junc 4	3332	0	3550.14	94.52
Junc 10	3327	0	3550.42	96.81
Junc 9	3327	0	3550.99	97.05
Junc 12	3313	0	3549.23	102.36
Junc ExFH1	3305	0	3548.06	105.32
Junc 42	3302	0	3546.29	105.85
Junc 60	3297	0	3541.91	106.12
Junc 1	3298	0	3546.5	107.68
Junc 89	3294	0	3545.91	109.15
Junc 91	3287	0	3541.22	110.15
Junc 62	3287	0	3541.44	110.25
Junc ExFH2	3290	0	3545.63	110.76
Junc 90	3285	0	3545.19	112.74

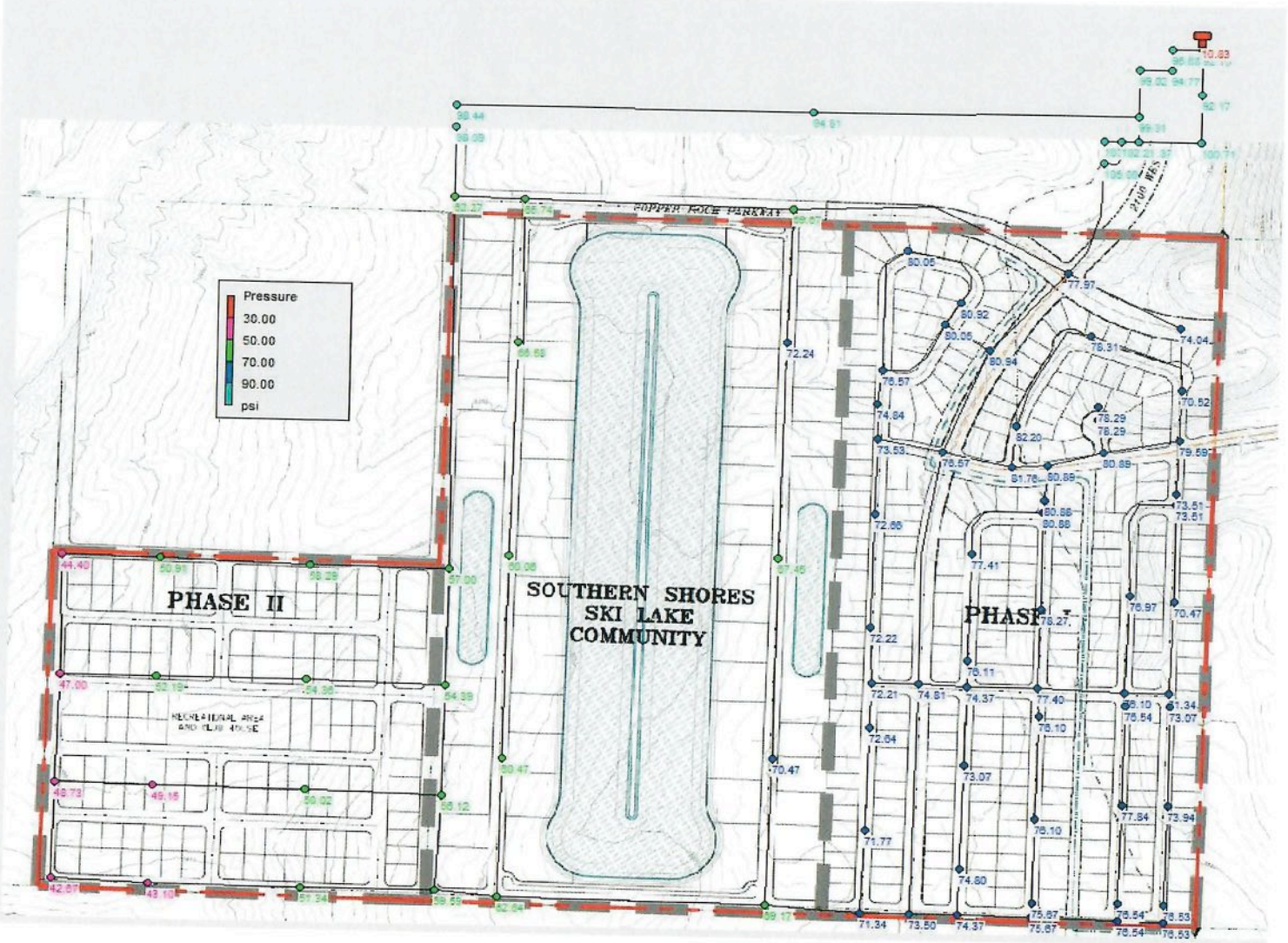
Peak Daily Demand (PDD) Links

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 20	45.7	8	150	0	0
Pipe 65	372.36	8	150	1.5	0.01
Pipe 41	372.25	8	150	1.5	0.01
Pipe 66	66.34	8	150	1.5	0.01
Pipe 40	49.07	8	150	1.5	0.01
Pipe 64	66.37	8	150	1.81	0.01
Pipe 43	372.26	8	150	1.81	0.01
Pipe 42	49.2	8	150	1.81	0.01
Pipe 63	366.83	8	150	1.81	0.01
Pipe 67	154.89	12	130	6.54	0.02
Pipe 108	430	12	130	7.23	0.02
Pipe 44	106.8	8	150	3.29	0.02
Pipe 61	55.41	8	150	3.29	0.02
Pipe 60	311.45	8	150	3.29	0.02
Pipe 45	385.3	8	150	3.29	0.02
Pipe 52	152.35	8	150	3.61	0.02
Pipe 62	293.1	12	130	12.77	0.04
Pipe 21	197.76	8	150	6.19	0.04
Pipe 19	127.75	8	150	6.25	0.04
Pipe 57	390.74	8	150	6.86	0.04
Pipe 58	169.58	8	150	6.86	0.04
Pipe 46	292.53	8	150	6.86	0.04
Pipe 51	293.49	8	150	7.13	0.05
Pipe 84	430	18	130	42.5	0.05
Pipe 59	248.84	12	130	19.75	0.06
Pipe 48	159.97	8	150	-10.16	0.06
Pipe 56	162.17	12	130	23.61	0.07
Pipe 55	167.7	8	150	-10.81	0.07
Pipe 33	399.99	8	150	10.94	0.07
Pipe 34	99.03	8	150	10.94	0.07
Pipe 25	368.41	8	150	10.94	0.07
Pipe 38	362.01	8	150	12.58	0.08
Pipe 28	478.35	8	150	12.58	0.08
Pipe 85	340	8	150	13.02	0.08
Pipe 94	430	8	150	13.02	0.08
Pipe 105	440	8	150	13.17	0.08
Pipe 109	430	12	130	-30.65	0.09
Pipe 101	440	8	150	13.77	0.09
Pipe 54	308.02	8	150	13.82	0.09
Pipe 53	385.25	8	150	13.82	0.09

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 47	165.56	8	150	13.82	0.09
Pipe 39	342.98	8	150	13.97	0.09
Pipe 29	361.83	8	150	13.97	0.09
Pipe 18	259.94	8	150	14.24	0.09
Pipe CRP0	250	12	130	32.1	0.09
Pipe 50	239.95	8	150	14.44	0.09
Pipe 91	430	8	150	15.02	0.1
Pipe 68	860.44	12	130	34.42	0.1
Pipe 37	293.37	8	150	15.63	0.1
Pipe 36	361.83	8	150	15.63	0.1
Pipe 10	96.13	8	150	-16.24	0.1
Pipe 9	355.92	8	150	-16.24	0.1
Pipe 8	487.49	8	150	-16.24	0.1
Pipe 5	225.58	8	150	17.43	0.11
Pipe 106	430	12	130	39.58	0.11
Pipe 92	430	8	150	-18.91	0.12
Pipe 107	430	12	130	43.11	0.12
Pipe 95	430	8	150	-20.91	0.13
Pipe 83	430	18	130	107.32	0.14
Pipe 104	880	8	150	21.21	0.14
Pipe 100	880	8	150	21.81	0.14
Pipe 89	430	12	130	52.04	0.15
Pipe 97	430	12	130	56.55	0.16
Pipe 16	415.24	8	150	-25.83	0.16
Pipe 15	480.87	8	150	-25.83	0.16
Pipe 14	156.58	8	150	-25.83	0.16
Pipe 86	920	8	150	26.79	0.17
Pipe 6	129.55	8	150	-27.32	0.17
Pipe 7	127.12	8	150	-27.32	0.17
Pipe 32	209.62	8	150	27.78	0.18
Pipe 31	422.84	8	150	27.78	0.18
Pipe 30	281.87	8	150	27.78	0.18
Pipe 103	880	8	150	29.25	0.19
Pipe 12	304.26	8	150	29.83	0.19
Pipe 99	880	8	150	29.85	0.19
Pipe 49	163.95	8	150	30.01	0.19
Pipe 88	430	12	130	69.01	0.2
Pipe CRP1	950	12	130	70.28	0.2
Pipe 13	238.37	8	150	32.05	0.2
Pipe 96	430	12	130	73.52	0.21

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 35	874.02	12	130	74.58	0.21
Pipe 81	430	18	130	173.23	0.22
Pipe 102	440	8	150	38.18	0.24
Pipe 71	430	12	130	85.98	0.24
Pipe 98	440	8	150	38.78	0.25
Pipe 87	240	8	150	39.95	0.26
Pipe 22	125.92	8	150	-40.91	0.26
Pipe CRP3	420	12	130	-97.86	0.28
Pipe 27	41.9	8	150	45.3	0.29
Pipe 26	198.2	8	150	45.3	0.29
Pipe 24	45.86	8	150	46.21	0.29
Pipe 23	129.72	8	150	46.21	0.29
Pipe 2600Wb	7900	18	130	236.04	0.3
Pipe 93	430	8	150	47.85	0.31
Pipe CRP2	1000	12	130	-109.06	0.31
Pipe 90	430	8	150	48.95	0.31
Pipe 80	1400	18	130	268.15	0.34
Pipe 4	413.75	12	130	124.06	0.35
Pipe 11	179.66	8	150	-57.68	0.37
Pipe 73	1330	8	112	-66.39	0.42
Pipe 17	186.67	8	150	72.03	0.46
Pipe 3	384.76	12	130	181.74	0.52
Pipe 70	200	8	150	-97.86	0.62
Pipe 82	2640	12	130	236.04	0.67
Pipe 2600Wa	1300	12	130	236.04	0.67
Pipe 3000Sc	1330	12	130	264.22	0.75
Pipe 2100Wa	1550	12	112	264.22	0.75
Pipe 114	2460	8	150	124.44	0.79
Pipe 75	1320	8	112	-169.65	1.08
Pipe 76	628	8	112	-169.65	1.08
Pipe 77	1340	8	112	-169.65	1.08
Pipe 74	3268	8	112	-169.65	1.08
Pipe 2100Wb	7070	12	112	388.66	1.1
Pipe 3000Sb	1330	12	130	388.66	1.1
Pipe 3000Sa	2650	12	130	455.06	1.29
Pipe 78	2643	12	112	455.06	1.29
Pipe 79	2674	12	112	455.06	1.29
Pipe 72	2640	8	112	-236.04	1.51
Pipe 1	75	12	112	624.7	1.77

Peak Instantaneous Demand (PID)



RVD - 035

Peak Instantaneous Demand (PID) Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi	
Junc 88	3414	17.86	3512.47	42.67	30 req.
Junc 87	3413	33.94	3512.48	43.1	
Junc 79	3410	17.89	3512.47	44.4	
Junc 82	3404	33.94	3512.46	47	
Junc 85	3400	33.94	3512.46	48.73	
Junc 84	3399	67.86	3512.44	49.15	
Junc 83	3397	69.66	3512.45	50.02	
Junc 78	3395	33.94	3512.49	50.91	
Junc 86	3394	33.94	3512.49	51.34	
Junc 81	3392	67.86	3512.45	52.19	
Junc 80	3387	67.86	3512.45	54.36	
Junc 75	3387	33.94	3512.54	54.39	
Junc 76	3383	33.94	3512.53	56.12	
Junc 74	3381	17.86	3512.56	57	
Junc 64	3378	33.94	3512.52	58.29	
Junc 77	3375	17.86	3512.53	59.59	
Junc 67	3374	16.08	3512.6	60.06	
Junc 68	3373	16.08	3512.57	60.47	
Junc 63	3369	0	3512.71	62.27	
Junc 69	3368	0	3512.56	62.64	
Junc 65	3361	0	3512.72	65.74	
Junc 66	3359	17.86	3512.66	66.58	
Junc 71	3357	16.08	3512.67	67.45	
Junc 73	3353	0	3512.63	69.17	
Junc 61	3352	0	3512.78	69.67	
Junc 72	3350	16.08	3512.63	70.47	
Junc 28	3350	0	3512.64	70.47	
Junc 32	3350	0	3512.75	70.52	
Junc 48	3348	23.22	3512.63	71.34	
Junc 26	3348	32.14	3512.63	71.34	
Junc 47	3347	0	3512.64	71.77	
Junc 16	3346	48.22	3512.65	72.21	

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 15	3346	0	3512.66	72.22
Junc 70	3346	17.86	3512.73	72.24
Junc 46	3345	0	3512.65	72.64
Junc 14	3345	0	3512.69	72.66
Junc 40	3344	0	3512.63	73.07
Junc 44	3344	0	3512.64	73.07
Junc 49	3343	0	3512.64	73.5
Junc 29	3343	37.5	3512.65	73.51
Junc 30	3343	0	3512.65	73.51
Junc 13	3343	33.94	3512.71	73.53
Junc 57	3342	0	3512.63	73.94
Junc 5	3342	0	3512.88	74.04
Junc 50	3341	21.44	3512.64	74.37
Junc 18	3341	39.3	3512.64	74.37
Junc 45	3340	0	3512.64	74.8
Junc 17	3340	0	3512.65	74.81
Junc Ph1-FH3	3340	0	3512.72	74.84
Junc 51	3338	21.44	3512.63	75.67
Junc 52	3338	0	3512.63	75.67
Junc 25	3337	28.58	3512.63	76.1
Junc 53	3337	0	3512.63	76.1
Junc 43	3337	0	3512.64	76.1
Junc 19	3337	0	3512.64	76.11
Junc 59	3336	16.08	3512.63	76.53
Junc 58	3336	0	3512.63	76.53
Junc 54	3336	0	3512.63	76.54
Junc 55	3336	16.08	3512.63	76.54
Junc 41	3336	0	3512.63	76.54
Junc 7	3336	0	3512.71	76.57
Junc 11	3336	37.5	3512.72	76.57
Junc 27	3335	0	3512.64	76.97
Junc 24	3334	39.3	3512.64	77.4

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3512.65	77.41
Junc 56	3333	0	3512.63	77.84
Junc ExFH3	3333	0	3512.93	77.97
Junc 23	3332	0	3512.64	78.27
Junc 39	3332	0	3512.68	78.29
Junc 38	3332	12.5	3512.68	78.29
Junc 33	3332	0	3512.73	78.31
Junc 31	3329	25	3512.69	79.59
Junc Ph1-FH2	3328	0	3512.73	80.05
Junc 8	3328	23.22	3512.75	80.05
Junc 21	3326	19.65	3512.66	80.88
Junc 22	3326	0	3512.66	80.88
Junc 36	3326	1.79	3512.68	80.89
Junc 37	3326	3.58	3512.68	80.89
Junc Ph1-FH1	3326	0	3512.74	80.92
Junc 6	3326	0	3512.79	80.94
Junc 35	3324	33.94	3512.7	81.76
Junc 34	3323	0	3512.7	82.2
Junc 4	3332	0	3544.72	92.17
Junc 3	3338	0	3551.93	92.7
Junc 10	3327	0	3545.71	94.77
Junc 60	3297	0	3515.8	94.81
Junc 9	3327	0	3547.69	95.63
Junc 91	3287	0	3513.38	98.09
Junc 62	3287	0	3514.18	98.44
Junc 12	3313	0	3541.53	99.02
Junc 42	3302	0	3531.2	99.31
Junc ExFH1	3305	0	3537.43	100.71
Junc 1	3298	0	3531.94	101.37
Junc 89	3294	0	3529.88	102.21
Junc ExFH2	3290	0	3528.88	103.51
Junc 90	3285	0	3527.33	105

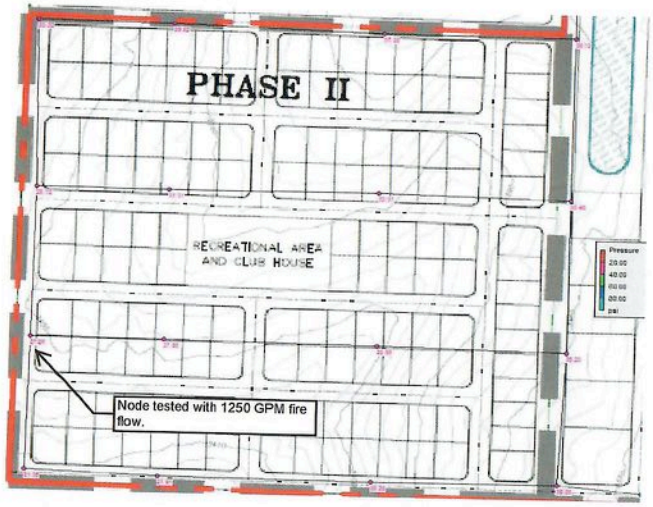
Peak Instantaneous Demand (PID) Links

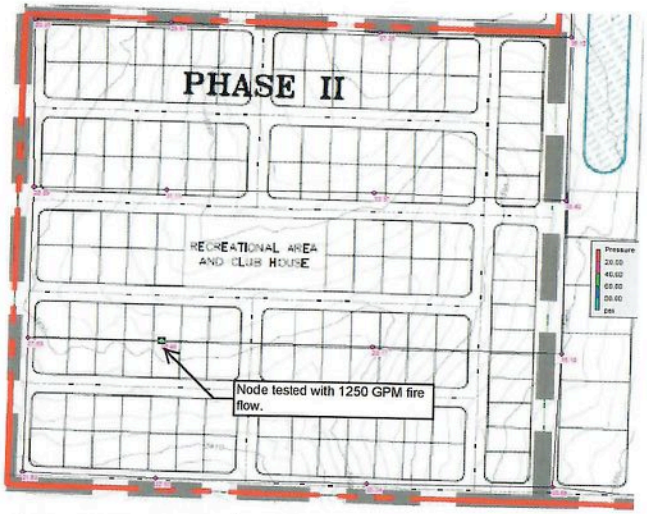
Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 20	45.7	8	150	0	0
Pipe 40	49.07	8	150	3.95	0.03
Pipe 65	372.36	8	150	3.95	0.03
Pipe 41	372.25	8	150	3.95	0.03
Pipe 66	66.34	8	150	3.95	0.03
Pipe 42	49.2	8	150	4.83	0.03
Pipe 43	372.26	8	150	4.83	0.03
Pipe 64	66.37	8	150	4.83	0.03
Pipe 63	366.83	8	150	4.83	0.03
Pipe 67	154.89	12	130	12.13	0.03
Pipe 108	430	12	130	14.16	0.04
Pipe 52	152.35	8	150	8.32	0.05
Pipe 21	197.76	8	150	9.05	0.06
Pipe 61	55.41	8	150	9.18	0.06
Pipe 60	311.45	8	150	9.18	0.06
Pipe 44	106.8	8	150	9.18	0.06
Pipe 45	385.3	8	150	9.18	0.06
Pipe 62	293.1	12	130	23.38	0.07
Pipe 19	127.75	8	150	12.5	0.08
Pipe 58	169.58	8	150	15.54	0.1
Pipe 57	390.74	8	150	15.54	0.1
Pipe 46	292.53	8	150	15.54	0.1
Pipe 59	248.84	12	130	35.65	0.1
Pipe 84	430	18	130	82.03	0.1
Pipe 51	293.49	8	150	16.79	0.11
Pipe 56	162.17	12	130	41.55	0.12
Pipe 48	159.97	8	150	-21.98	0.14
Pipe 38	362.01	8	150	24.94	0.16
Pipe 28	478.35	8	150	24.94	0.16
Pipe 18	259.94	8	150	25.13	0.16
Pipe 105	440	8	150	25.53	0.16
Pipe 101	440	8	150	25.7	0.16
Pipe 94	430	8	150	26.1	0.17
Pipe 55	167.7	8	150	-26.92	0.17
Pipe 109	430	12	130	-61.54	0.17
Pipe 25	368.41	8	150	27.45	0.18
Pipe 33	399.99	8	150	27.45	0.18
Pipe 34	99.03	8	150	27.45	0.18
Pipe 29	361.83	8	150	27.77	0.18
Pipe 39	342.98	8	150	27.77	0.18

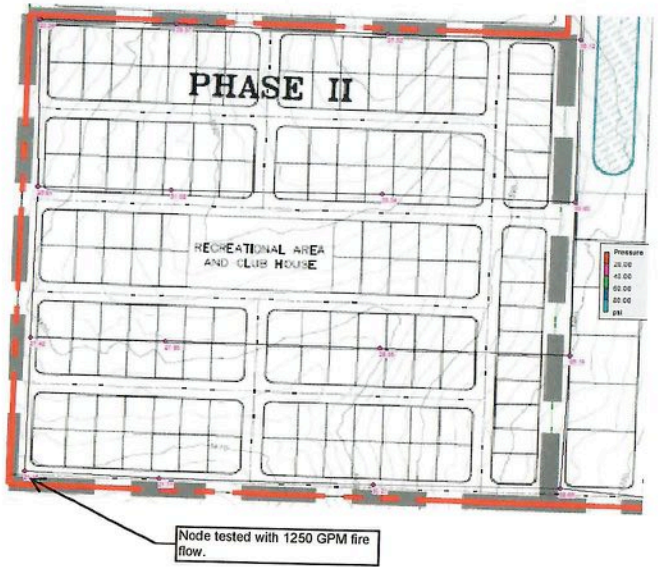
Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 47	165.56	8	150	28.18	0.18
Pipe 54	308.02	8	150	28.18	0.18
Pipe 53	385.25	8	150	28.18	0.18
Pipe 50	239.95	8	150	28.51	0.18
Pipe 91	430	8	150	30.02	0.19
Pipe CRP0	250	12	130	68.02	0.19
Pipe 68	860.44	12	130	68.47	0.19
Pipe 8	487.49	8	150	-31.8	0.2
Pipe 9	355.92	8	150	-31.8	0.2
Pipe 10	96.13	8	150	-31.8	0.2
Pipe 85	340	8	150	31.88	0.2
Pipe 106	430	12	130	79.4	0.23
Pipe 5	225.58	8	150	35.6	0.23
Pipe 37	293.37	8	150	36.75	0.23
Pipe 36	361.83	8	150	36.75	0.23
Pipe 92	430	8	150	-37.84	0.24
Pipe 107	430	12	130	85.94	0.24
Pipe 104	880	8	150	41.61	0.27
Pipe 95	430	8	150	-41.76	0.27
Pipe 100	880	8	150	41.78	0.27
Pipe 83	430	18	130	211.73	0.27
Pipe 89	430	12	130	103.83	0.29
Pipe 16	415.24	8	150	-50.35	0.32
Pipe 14	156.58	8	150	-50.35	0.32
Pipe 15	480.87	8	150	-50.35	0.32
Pipe 97	430	12	130	113.34	0.32
Pipe 7	127.12	8	150	-52.76	0.34
Pipe 6	129.55	8	150	-52.76	0.34
Pipe 30	281.87	8	150	54.42	0.35
Pipe 32	209.62	8	150	54.42	0.35
Pipe 31	422.84	8	150	54.42	0.35
Pipe 49	163.95	8	150	55.89	0.36
Pipe 86	920	8	150	57.59	0.37
Pipe 103	880	8	150	57.69	0.37
Pipe 99	880	8	150	57.86	0.37
Pipe 12	304.26	8	150	58.46	0.37
Pipe 13	238.37	8	150	60.19	0.38
Pipe 88	430	12	130	137.77	0.39
Pipe CRP1	950	12	130	143.57	0.41
Pipe 35	874.02	12	130	146.34	0.42

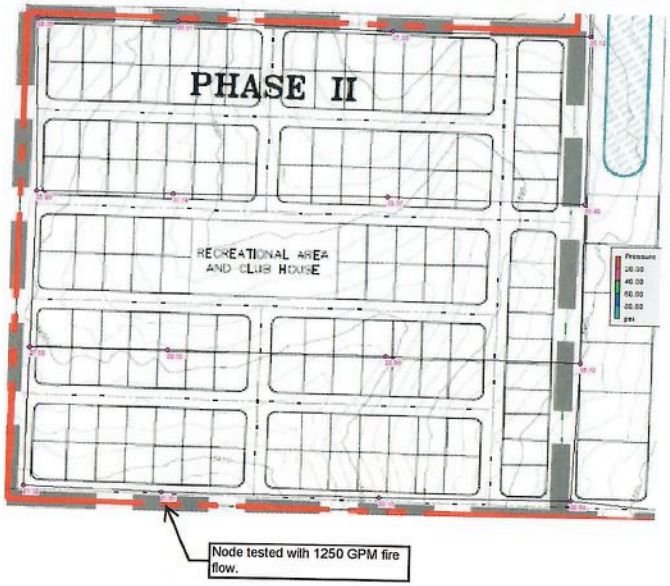
Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 96	430	12	130	147.28	0.42
Pipe 81	430	18	130	343.54	0.43
Pipe 102	440	8	150	75.55	0.48
Pipe 98	440	8	150	75.72	0.48
Pipe 71	430	12	130	171.71	0.49
Pipe 22	125.92	8	150	-76.6	0.49
Pipe 87	240	8	150	83.12	0.53
Pipe 24	45.86	8	150	83.86	0.54
Pipe 23	129.72	8	150	83.86	0.54
Pipe CRP3	420	12	130	-190.69	0.54
Pipe 27	41.9	8	150	90.21	0.58
Pipe 26	198.2	8	150	90.21	0.58
Pipe 2600Wb	7900	18	130	465.09	0.59
Pipe 93	430	8	150	95.76	0.61
Pipe CRP2	1000	12	130	-219.29	0.62
Pipe 90	430	8	150	97.88	0.62
Pipe 80	1400	18	130	533.11	0.67
Pipe 4	413.75	12	130	242.13	0.69
Pipe 11	179.66	8	150	-113.48	0.72
Pipe 73	1330	8	112	-130.88	0.84
Pipe 17	186.67	8	150	140.34	0.9
Pipe 3	384.76	12	130	355.61	1.01
Pipe 70	200	8	150	-190.69	1.22
Pipe 82	2640	12	130	465.09	1.32
Pipe 2600Wa	1300	12	130	465.09	1.32
Pipe 3000Sc	1330	12	130	520.47	1.48
Pipe 2100Wa	1550	12	112	520.47	1.48
Pipe 114	2460	8	150	245.13	1.56
Pipe 77	1340	8	112	-334.22	2.13
Pipe 75	1320	8	112	-334.22	2.13
Pipe 74	3268	8	112	-334.22	2.13
Pipe 76	628	8	112	-334.22	2.13
Pipe 3000Sb	1330	12	130	765.6	2.17
Pipe 2100Wb	7070	12	112	765.6	2.17
Pipe 79	2674	12	112	896.48	2.54
Pipe 3000Sa	2650	12	130	896.48	2.54
Pipe 78	2643	12	112	896.48	2.54
Pipe 72	2640	8	112	-465.09	2.97
Pipe 1	75	12	112	1230.69	3.49

Critical Node for Peak Daily Demand + Fire Flow Demand (PDD+FFD)

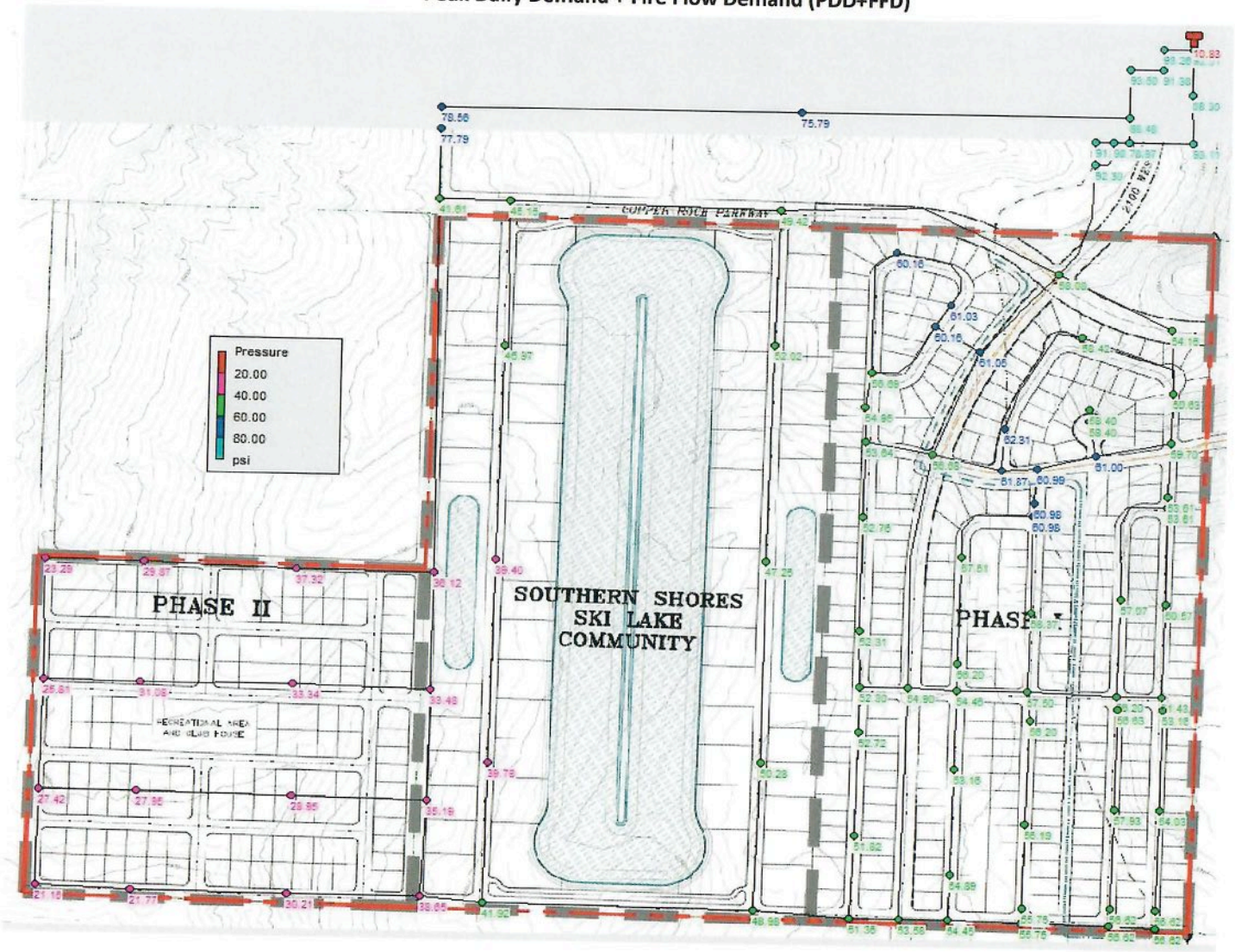








Peak Daily Demand + Fire Flow Demand (PDD+FFD)



RVD - 039

Peak Daily Demand + Fire Flow Demand (PDD+FFD) Nodes

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi	
Junc 88	3414	1258.93	3462.8	21.15	20 req.
Junc 87	3413	16.97	3463.25	21.77	
Junc 79	3410	8.93	3463.75	23.29	
Junc 82	3404	16.97	3463.58	25.81	
Junc 85	3400	16.97	3463.28	27.42	
Junc 84	3399	33.93	3463.5	27.95	
Junc 83	3397	34.83	3463.81	28.95	
Junc 78	3395	16.97	3463.94	29.87	
Junc 86	3394	16.97	3463.71	30.21	
Junc 81	3392	33.93	3463.73	31.08	
Junc 80	3387	33.93	3463.95	33.34	
Junc 75	3387	16.97	3464.27	33.48	
Junc 76	3383	16.97	3464.22	35.19	
Junc 74	3381	8.93	3464.36	36.12	
Junc 64	3378	16.97	3464.14	37.32	
Junc 77	3375	8.93	3464.2	38.65	
Junc 67	3374	8.04	3464.93	39.4	
Junc 68	3373	8.04	3464.8	39.78	
Junc 63	3369	0	3465.03	41.61	
Junc 69	3368	0	3464.74	41.92	
Junc 65	3361	0	3465.19	45.15	
Junc 66	3359	8.93	3465.1	45.97	
Junc 71	3357	8.04	3466.05	47.25	
Junc 73	3353	0	3466.05	48.98	
Junc 61	3352	0	3466.06	49.42	
Junc 72	3350	8.04	3466.05	50.28	
Junc 28	3350	0	3466.71	50.57	
Junc 32	3350	0	3466.85	50.63	
Junc 48	3348	11.61	3466.54	51.36	
Junc 26	3348	16.07	3466.7	51.43	
Junc 47	3347	0	3466.59	51.82	
Junc 70	3346	8.93	3466.05	52.02	

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 16	3346	24.11	3466.69	52.3
Junc 15	3346	0	3466.72	52.31
Junc 46	3345	0	3466.66	52.72
Junc 14	3345	0	3466.77	52.76
Junc 44	3344	0	3466.69	53.16
Junc 40	3344	0	3466.69	53.16
Junc 49	3343	0	3466.66	53.58
Junc 29	3343	18.75	3466.73	53.61
Junc 30	3343	0	3466.73	53.61
Junc 13	3343	16.97	3466.8	53.64
Junc 57	3342	0	3466.69	54.03
Junc 5	3342	0	3466.99	54.16
Junc 50	3341	10.72	3466.67	54.45
Junc 18	3341	19.65	3466.7	54.46
Junc 45	3340	0	3466.67	54.89
Junc 17	3340	0	3466.7	54.9
Junc Ph1-FH3	3340	0	3466.81	54.95
Junc 51	3338	10.27	3466.67	55.75
Junc 52	3338	0	3466.68	55.75
Junc 53	3337	0	3466.68	56.19
Junc 43	3337	0	3466.69	56.2
Junc 25	3337	14.29	3466.7	56.2
Junc 19	3337	0	3466.7	56.2
Junc 55	3336	8.04	3466.68	56.62
Junc 59	3336	8.04	3466.68	56.62
Junc 54	3336	0	3466.68	56.62
Junc 58	3336	0	3466.68	56.62
Junc 41	3336	0	3466.69	56.63
Junc 7	3336	0	3466.8	56.68
Junc 11	3336	18.75	3466.83	56.69
Junc 27	3335	0	3466.71	57.07
Junc 24	3334	19.65	3466.7	57.5

Node ID	Elevation ft	Demand GPM	Head ft	Pressure psi
Junc 20	3334	0	3466.72	57.51
Junc 56	3333	0	3466.69	57.93
Junc ExFH3	3333	0	3467.04	58.08
Junc 23	3332	0	3466.71	58.37
Junc 38	3332	6.25	3466.77	58.4
Junc 39	3332	0	3466.77	58.4
Junc 33	3332	0	3466.82	58.42
Junc 31	3329	12.5	3466.78	59.7
Junc Ph1-FH2	3328	0	3466.84	60.16
Junc 8	3328	11.61	3466.85	60.16
Junc 21	3326	19.65	3466.73	60.98
Junc 22	3326	0	3466.74	60.98
Junc 36	3326	0.89	3466.77	60.99
Junc 37	3326	1.79	3466.77	61
Junc Ph1-FH1	3326	0	3466.85	61.03
Junc 6	3326	0	3466.89	61.05
Junc 35	3324	16.97	3466.79	61.87
Junc 34	3323	0	3466.8	62.31
Junc 60	3297	0	3471.92	75.79
Junc 91	3287	0	3466.53	77.79
Junc 62	3287	0	3468.31	78.56
Junc 4	3332	0	3535.79	88.3
Junc 42	3302	0	3506.21	88.48
Junc 89	3294	0	3503.52	90.78
Junc 1	3298	0	3507.94	90.97
Junc 10	3327	0	3537.9	91.38
Junc ExFH2	3290	0	3501.35	91.58
Junc 90	3285	0	3498.03	92.3
Junc 3	3338	0	3551.5	92.51
Junc ExFH1	3305	0	3519.89	93.11
Junc 9	3327	0	3542.24	93.26
Junc 12	3313	0	3528.78	93.5

Peak Daily Demand + Fire Flow Demand (PDD+FFD) Links

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 20	45.7	8	150	0	0
Pipe 101	440	8	150	-2.06	0.01
Pipe 52	152.35	8	150	2.77	0.02
Pipe 100	880	8	150	5.98	0.04
Pipe 19	127.75	8	150	6.25	0.04
Pipe 51	293.49	8	150	8.22	0.05
Pipe 67	154.89	12	130	-22.69	0.06
Pipe 50	239.95	8	150	13.85	0.09
Pipe 99	880	8	150	14.02	0.09
Pipe 5	225.58	8	150	19.11	0.12
Pipe 62	293.1	12	130	-45.82	0.13
Pipe 21	197.76	8	150	21.14	0.13
Pipe 98	440	8	150	22.95	0.15
Pipe 18	259.94	8	150	29.18	0.19
Pipe 41	372.25	8	150	30.73	0.2
Pipe 40	49.07	8	150	30.73	0.2
Pipe 65	372.36	8	150	30.73	0.2
Pipe 66	66.34	8	150	30.73	0.2
Pipe 59	248.84	12	130	-69.16	0.2
Pipe 63	366.83	8	150	31.17	0.2
Pipe 43	372.26	8	150	31.17	0.2
Pipe 42	49.2	8	150	31.17	0.2
Pipe 64	66.37	8	150	31.17	0.2
Pipe 49	163.95	8	150	31.52	0.2
Pipe 10	96.13	8	150	-32.29	0.21
Pipe 9	355.92	8	150	-32.29	0.21
Pipe 8	487.49	8	150	-32.29	0.21
Pipe 60	311.45	8	150	33.61	0.21
Pipe 44	106.8	8	150	33.61	0.21
Pipe 45	385.3	8	150	33.61	0.21
Pipe 61	55.41	8	150	33.61	0.21
Pipe 57	390.74	8	150	38.12	0.24
Pipe 46	292.53	8	150	38.12	0.24
Pipe 58	169.58	8	150	38.12	0.24
Pipe 38	362.01	8	150	40.01	0.26
Pipe 28	478.35	8	150	40.01	0.26
Pipe 34	99.03	8	150	40.1	0.26
Pipe 33	399.99	8	150	40.1	0.26
Pipe 25	368.41	8	150	40.1	0.26
Pipe 56	162.17	12	130	-96.56	0.27

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 29	361.83	8	150	44.03	0.28
Pipe 39	342.98	8	150	44.03	0.28
Pipe 48	159.97	8	150	-45.5	0.29
Pipe 36	361.83	8	150	47.63	0.3
Pipe 37	293.37	8	150	47.63	0.3
Pipe 68	860.44	12	130	111.31	0.32
Pipe 16	415.24	8	150	-51.61	0.33
Pipe 15	480.87	8	150	-51.61	0.33
Pipe 14	156.58	8	150	-51.61	0.33
Pipe 13	238.37	8	150	52.49	0.34
Pipe 84	430	18	130	287.92	0.36
Pipe 12	304.26	8	150	59.36	0.38
Pipe 6	129.55	8	150	-72.9	0.47
Pipe 7	127.12	8	150	-72.9	0.47
Pipe 32	209.62	8	150	75.04	0.48
Pipe 31	422.84	8	150	75.04	0.48
Pipe 30	281.87	8	150	75.04	0.48
Pipe 105	440	8	150	80.22	0.51
Pipe 35	874.02	12	130	188.32	0.53
Pipe 22	125.92	8	150	-87.13	0.56
Pipe CRP3	420	12	130	-196.08	0.56
Pipe 104	880	8	150	88.26	0.56
Pipe 103	880	8	150	96.3	0.61
Pipe 47	165.56	8	150	96.42	0.62
Pipe 53	385.25	8	150	96.42	0.62
Pipe 54	308.02	8	150	96.42	0.62
Pipe 27	41.9	8	150	102.79	0.66
Pipe 26	198.2	8	150	102.79	0.66
Pipe 11	179.66	8	150	-103.26	0.66
Pipe 102	440	8	150	105.23	0.67
Pipe 83	430	18	130	539.89	0.68
Pipe 23	129.72	8	150	107.38	0.69
Pipe 24	45.86	8	150	107.38	0.69
Pipe 4	413.75	12	130	259.92	0.74
Pipe 92	430	8	150	135.51	0.86
Pipe 2600W	7900	18	130	716.64	0.9
Pipe 17	186.67	8	150	144.48	0.92
Pipe 81	430	18	130	760.23	0.96
Pipe 3	384.76	12	130	363.18	1.03
Pipe 95	430	8	150	166.24	1.06

Link ID	Length ft	Diameter in	Roughness	Flow GPM	Velocity fps
Pipe 107	430	12	130	375.22	1.06
Pipe 91	430	8	150	169.44	1.08
Pipe 89	430	12	130	384.15	1.09
Pipe 88	430	12	130	401.12	1.14
Pipe 71	430	12	130	418.09	1.19
Pipe 70	200	8	150	-196.08	1.25
Pipe 94	430	8	150	200.17	1.28
Pipe 90	430	8	150	203.37	1.3
Pipe 73	1330	8	112	-207.01	1.32
Pipe 55	167.7	8	150	-207.87	1.33
Pipe CRP0	250	12	130	470.61	1.34
Pipe 108	430	12	130	493.76	1.4
Pipe 80	1400	18	130	1187.25	1.5
Pipe 93	430	8	150	235	1.5
Pipe CRP1	950	12	130	575.84	1.63
Pipe CRP2	1000	12	130	-598.8	1.7
Pipe 106	430	12	130	615.9	1.75
Pipe 97	430	12	130	632.87	1.8
Pipe 109	430	12	130	643.03	1.82
Pipe 96	430	12	130	649.84	1.84
Pipe 86	920	8	150	290.63	1.86
Pipe 85	340	8	150	292.68	1.87
Pipe 2600Wa	1300	12	130	716.64	2.03
Pipe 82	2640	12	130	716.64	2.03
Pipe 3000Sc	1330	12	130	787.27	2.23
Pipe 2100Wa	1550	12	112	787.27	2.23
Pipe 114	2460	8	150	370.79	2.37
Pipe 87	240	8	150	370.85	2.37
Pipe 74	3268	8	112	-509.63	3.25
Pipe 77	1340	8	112	-509.63	3.25
Pipe 76	628	8	112	-509.63	3.25
Pipe 75	1320	8	112	-509.63	3.25
Pipe 2100Wb	7070	12	112	1158.06	3.29
Pipe 3000Sb	1330	12	130	1158.06	3.29
Pipe 3000Sa	2650	12	130	1365.07	3.87
Pipe 79	2674	12	112	1365.07	3.87
Pipe 78	2643	12	112	1365.07	3.87
Pipe 72	2640	8	112	-716.64	4.57
Pipe 1	75	12	112	1874.7	5.32

ALPHA ENGINEERING
43 South 100 East, Suite 100
St George, Utah 84770
T 435.628.6500
F 435.628.6553
alphaengineering.com

July 7, 2022

Hurricane City Water Department
Attention: Ken Richins
646 West 600 North
Hurricane, Utah 84737

Re: Culinary Water Distribution System Sizing & Modeling Report for The Cordero Subdivision 200 Acres – 700 Dwelling Units Review

Dear Ken:

We have reviewed the proposed *Culinary Water Distribution System Sizing & Modeling Report for The Cordero Subdivision 200 Acres – 700 Dwelling Units* dated June 27, 2022, prepared by Northern Engineering, Inc. This report includes the 80 acres to the east of Southern Shores as well as the 40 acres to the west of Southern Shores.We have the following comments:

1. Per the letter from Northern Engineering, dated July 7, 2022, titled *Cordero Phase 3 Will Serve Letter Request*, it is understood that the existing 8" line in 3000 South from 1100 West to 2100 West will be upsized to a 12" line. We advise that this line upsize in 3000 South be installed to serve the proposed lots in Phase 2, located in the northeast corner of the 80 acres east of Southern Shores, and all subsequent phases.
2. We advise that the sequencing and installation of each proposed phase in the Cordero Subdivision be monitored as construction progresses to ensure the City's water looping requirements are met.
3. Hurricane City Design Standard 3.6.7 indicates that a fire flow of 1,500 gpm is required and/or the flow meets the requirements of the Federal Insurance Service Office. The submitted report notes that homes may exceed 3,600 square feet, and references Appendix B of the International Fire Code which requires a fire flow of 1,750 gpm. This same code indicates that if sprinklers are installed the required fire flow is half this value. The submitted report notes that a fire flow of 1,250 gpm was modeled and can be provided, in the 40 acres west of Southern Shores. Hurricane City's model shows similar available fire flows in this area. The submitted report indicates that all new homes within these 40 acres be sprinkled until additional water system improvements are installed to increase available fire flow to the minimum standard. We advise that the Hurricane Valley Fire District (HVFD) review and concur with the approach to require sprinkling in the new homes within this 40 acre portion, until adequate fire flow is provided.

With review and concurrence from the HVFD, we do not take exception to the approval of the hydraulic analysis for the *Cordero Subdivision 200 Acres – 700 Dwelling Units*. This review is for hydraulic analysis only and does not address materials and construction design, including valving and hydrants, which we would recommend be reviewed prior to approval of the construction drawings. If you have any questions, please let us know.

Sincerely,

Jake Heward

Jake Heward, P.E.
ALPHA ENGINEERING COMPANY

801 802 8992 fax 801 802 8993 1040 East 800 North, Orem, UT 84097 www.neiutah.com

Northern
ENGINEERING

July 7, 2022

Mr. Ken Richins
Hurricane City Water Department
Hurricane City, Utah 84737

RE: Cordero Phase 3 Will Serve Letter Request

Ken,

We appreciate the opportunity of talking with you and Jake this morning. We are preparing this letter as a summary of that discussion and a request for a Will Serve Letter for the Cordero Phase 3 Preliminary Plat. Based upon a change of the existing water lines in 1100 West of which we had assumed were all 12-inch and became aware that about half of that water line is actually 8-inch with the other half being 12-inch. The upsize of the existing 8-inch water line in 3000 South from 1100 West to 2100 West to a 12-inch water line as ran in the Cordero 200 Acre-700 Unit Water Model will provide all of the fire flow and peak day demands for all of the 80 acre Cordero Parcel including Phases 1, 2 and 3. Without the upsize to the 12-inch water line the southerly portion of Phase 3 will not meet the fire flow and peak day demands.

An alternative to the upsize of the 8-inch water line to the 12-inch water line in 3000 South would be the installation of other PID improvements in the area such as extending a 12-inch water line in 2100 West at 3000 South and going north all the way to the existing water tank. As construction drawings for the PID water line improvements have not been completed and submitted to the City, the 12-inch upsize in 3000 South would need to be constructed.

From the Phase 3 Preliminary Plat a master plan has been prepared dividing Phase 3 into six construction phases of which the entire Phase 3 includes 213 lots. On the master plan Phase 3A includes 40 lots, Phase 3B includes 41 lots, Phase 3C includes 41 lots, Phase 3D includes 22 lots, Phase 3E includes 37 lots and Phase 3F includes 32 lots. We have attached a copy of the Cordero Phase 3 Master Plan to this letter.

We would request a Will Serve Letter for the Phase 3 Preliminary Plat with the conditions that the existing 8-inch water line in 3000 South from 1100 West to 2100 West be upsized to a 12-inch water line or until PID water line improvements are installed in the area. We would also suggest a separate water model be included with the construction drawing submittal with each of the sub-phases in Phase 3 as they are submitted to the City to determine when the upsize water line is required in 3000 South.

801 802 8992 fax 801 802 8993 1040 East 800 North, Orem, UT 84097 www.neiutah.com

Northern
ENGINEERING

We appreciate your assistance and the assistance of Alpha Engineering in the Water Model reviews of the Cordero Water System Improvements. If you have any questions or need any additional information, please contact me.

Thanks,

Brant D. Tuttle, P.E.
Northern Engineering, Inc.

Exhibit 2

Minutes of the Hurricane City Council meeting held on November 5, 2020, in the Hurricane Fine Arts Building located at 92 South 100 West, Hurricane, Utah and electronically at 5 p.m.

Members Present: Mayor John Bramall and **Council Members**: Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort. Joseph Prete excused.

Also Present: City Manager Clark Fawcett, Assistant City Manager Kaden DeMille, City Attorney Fay Reber, Police Chief Lynn Excell, Power Superintendent Dave Imlay, Planning Director Stephen Nelson, City Engineer Arthur LeBaron, GIS Specialist Joe Rhodes, City Recorder Cindy Beteag, Recreation Director Bryce King, and Ash Creek Superintendent Mike Chandler

AGENDA

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

Arthur LeBaron reported 3000 South just finished paving and will open soon. The Southern Parkway is still a ways out. Interstate Rock is working on the intersection of 3700 West and SR-9. It is going very well. The mailboxes have been moved. Work will start on 2600 West soon for the new intersection. We are stilling waiting for the hotel to sign the easement. He is working on the pavement plan for next year. The chip seal on Gould's Wash Road was just completed and it turned out great. He got proposals back for the Active Transportation Plan. He advertised for the FAA airport consultant but only received one response from the same person we are currently using. Hurricane PTO is on the agenda today to discuss 1040 West getting pushed through. He encouraged them to talk to Valley Academy. The City can't condemn the property because it isn't a master planned road.

Chief Excell said we have received the message boards. They have put all four out in community. We didn't receive the keyboards but they will be here in two weeks. There are two outstanding warrants on the ATM burglary at Wells Fargo. They are still working on purchasing the airport hangar. Crime is up, they have seven more incidents per week than last year. October was the highest ever for accidents due to the increase of traffic. They are working with two individuals to hire but they will only be able to hire one of them. He wants to find a way to keep the other candidate too. A meeting needs to be scheduled for the third round of CARES money.

Bryce King mentioned basketball will be starting Saturday. The biggest hurdle they are facing is enforcing the school district policy of requiring masks.

Stephen Nelson stated he received the first draft of the General Plan today. The Planning Commission will review it next week at 5 and then they will put it on the website to get public feedback before any public hearings are held. He had a company reach out that wants to do an utility vehicle dealership on Old Hwy 91. Right now, it is not a permitted use so he suggested changing the code to allow that use. Council agreed to change the code. He mentioned there was a lot of public comments opposing the Silver Leaf zone change for item 11 and the Planning Commission had a split vote. Construction drawings for old business item 2 are still not signed. Staff is still opposed because it violates the City code. There could be a discrepancy in our code and the State's code but Fay is looking into it. He added item 14 yesterday because an issue came up on Friday and they didn't find a resolution until Monday. He explained the resolution. He will look into adopting a code to protect industrial uses that are surrounded by residential uses.

Dave Imlay sent out the post peak report. He will send an email tomorrow with more details.

Mike Chandler said the paving on 3000 South is finished. Traffic control will need to be redirected. Park Side project is just finishing up and should be paved next week.

6:00 p.m. - Call to Order –

Pledge: Mayor Bramall Prayer: Nanette Billings

Approval of Minutes: October 1, 2020, October 7, 2020 Special Meeting, October 15, 2020, and October 21, 2020 Special Meeting

Nanette Billings motioned to approve the October 1, 2020, October 7, 2020, October 15, 2020 and October 21, 2020 minutes. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

6:15 p.m. – Public Forum – Comments from Public

Pamela Webster lives next to the property on item 11. Money doesn't determine value. She mentioned Mr. Farthing's comment regarding there aren't high value homes in this area. Everyone on the street is friends. Changing the zoning will impact all items she mentioned.

Jack Bradford lives on 300 North and has been in his house for thirty-five years. There is no place to turn around at the end of the road. If the proposed project on item 11 is built it will add too much traffic. The people in the neighborhood are the ones that will suffer.

Stephanie Zulhs commented there is already a big issue with the school there. This would put a lot of people in one place.

Danny Comsa said Dixie Springs Drive is very wide. He is requesting parking for longer than 48 hours being allowed on that road during events without getting tickets. Police have told them they can't be there longer than 48 hours but there are no signs posted telling people they can't park there.

Lee Beatty lives on 300 North. He is opposed to the zone change on that street. This was denied last year. He read through the goals in the Hurricane City Master Plan. This will create an undue burden on the existing residents. He wants to make sure impact fees are accurately designated to 300 North. The original project has been approved for a long time and nothing has been done. Zoning is put in place to protect the existing neighborhoods. It would not be a safe situation for the school kids.

Cynthia Young thanked Council for putting in an audio signal at 2600 West.

OLD BUSINESS

1. Consideration and possible approval on a **Zoning Map amendment request on 20 acres located at 1468 S 3400 West from RA-1, residential agriculture 1 unit per acre, to PC, planned commercial**. Peach Pit LLC

Jeff Thomas with Pro-Value Engineering presented a development agreement in order to develop this site. Stephen Nelson gave the history of this application. The Planning Commission felt a development agreement was appropriate because of the broad nature of the zoning. If it is granted the development agreement obligations the applicant to build only what is on the site plan. Section 4-B of the development agreement might need to be reviewed. Multifamily is allowed in planned commercial. This is an Isolated piece of planned commercial surrounded by single family. He suggested putting a cap on the total units allowed. No RV Parks would be allowed. Mr. Nelson is concerned with the amount of density that is proposed. Mr. Thomas stated 15 units per acre is intended for the 108 acres only.

Nanette Billings commented the surrounding property owners purchased their property knowing what the zone was around them. Danielle Stirling explained their biggest reason to rezone is because of the Elim Valley zoning. They thought they needed to decide now what they wanted with their property or they wouldn't be able to in the future. People buying in Elim Valley should know what is planned for the area before they purchase. Ms. Billings stated the current residents don't want the zone changed. She doesn't think zones should be changed all the time. The City needs to follow the General Plan. Ms. Stirling stated they won't be able to continue to farm if Elim Valley is built. They are trying to plan for the future so future residents know what is planned for the area. Darin Larson stated they can't discount ownership. Every property in Hurricane started out as one acre. The main question is the density. Kevin Tervort said this area is going to be the highest developed area over the next ten years. It is appropriate to be proactive now instead of waiting. There needs to be pocket areas for commercial. Mr. Nelson commented it is important for City to integrate different uses around town.

Darin Larson motioned to approve the zoning map amendment at 1468 S 3400 West subject to a development agreement with a recommendation of no higher than RM-2 zoning in the seven acre area. Seconded by Kevin Tervort. Motion carried with Darin Larson, Dave Sanders and Kevin Tervort voting aye. Nanette Billings noted nay.

2. Consideration and possible approval of a **development agreement with D&G Property Holdings regarding construction in Quail Creek Industrial Ph4** -Douglas Dennett applicant

Doug Dennett stated they are only missing Arthur and Mike's signatures on their construction drawings so they would like the development agreement approved tonight. He stated Hurricane's code states the Council can approve development with a development agreement. He read an email from his attorney quoting the State's code. Fay Reber commented the City's ordinance states one thing but it doesn't match the State's code. We may need to update our code. He recommended postponing this discussion so he can review the two codes. Stephen Nelson pointed out our code allows one single dwelling but they are proposing multi-industrial units. Brett Dennett stated it is costing them money to keep continuing this item. He thinks the City has had enough time to make a decision. There are benefits to doing the buildings first. Mr. Nelson pointed out the plans aren't approved so it won't cost them more money to continue it.

Nanette Billings motioned to approve the development agreement based on construction drawings being signed off and submittal of a final plat. Stephen Nelson commented they need to go through code. He recommends waiting two weeks. Darin Larson agreed. The code won't be changed in two weeks but they will have a better understanding of what the conflict is. Motioned died for lack of second.

Kevin Tervort motioned to continue item 2 for two weeks. Seconded by Darin Larson. Motion carried with Darin Larson, Dave Sanders and Kevin Tervort voting aye. Nanette Billings voted nay.

Doug Dennett mentioned he did buy access to the property from Jason Campbell.

3. Consideration and possible approval of an **ordinance amending the procurement process for design professional services**

Nanette Billings motioned to continue item 3. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

4. Consideration and possible approval on a **Zoning Map amendment request located at 2300 W 3900 South on 80 acres from R1-10, residential 1 unit per 10,000 square feet, to R1-6, residential 1 unit per 6,000 square feet, for smaller lots for owners to maintain and purchase and 40 acres from R1-10, residential 1 unit per 10,000 square feet, to RR, recreational resort**, for owners to enjoy amenities with the option to put their property up for a vacation rental with management. Brant Tuttle, Northern Engineering Applicant.

Brant Tuttle gave an overview of the current zoning. The market demand is for smaller lots and the hillside allows them to have a variation of lot sizes. They are not asking for a density increase; they are just moving the pockets around. They want to have a vacation rental option. There will be amenities. Staff has reviewed the development agreement. Applicant asked for language to be included in the development agreement stating if they have to build something beyond their impact the City will reimburse them. They also want to be able to process material onsite. Their last request is they want the City to take ownership of roadways once development is completed. Staff is comfortable with adding the three requests.

Darin Larson motioned to approve the zone map amendment located at 2300 W 3900 South subject to the three items being added to the approved development agreement. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

5. Discussion and possible decision regarding **helicopter tours at Sand Hollow**

Council previously asked staff to research our code to see if there was a conflict with allowing helicopter tours. Staff determined it is a prohibited use in the zone. If Council wanted to entertain this use, staff recommends one of the followings; 1. change the zone 2. change the land use code 3. do a conditional use permit with strict standards. Darin Larson doesn't think it will affect neighboring properties. Brent Moser stated he did do another demo but they took off and landed from a different spot north west of BASH. He doesn't think it disturbed anyone. He is only looking at a temporary license to see what the feasibility is. The lift off area is unseen. The second demo was a really busy day and no one paid attention to them. There would be at most fifteen people an hour.

Council took a ten-minute break

Nanette Billings motioned to continue the discussion regarding helicopter tours at Sand Hollow until next summer. Motion died for lack of second. Mr. Moser explained he needs it to happen this season because every five years his contract with the State gets renewed and it is up for renewal next year. This gives them the opportunity to do this as a trial period to see if it works. Mr. Nelson recommends making it a conditional use permit with standards.

Dave Sanders motioned to continue for a month and instructed staff to work on an ordinance. Seconded by Kevin Tervort. Motion carried with Darin Larson, Dave Sanders and Kevin Tervort voting aye. Nanette Billings voted nay.

NEW BUSINESS

1. Discussion regarding the **completion of the 1040 West road extension**-Rebecca Holman

Beccie Holman is on the Hurricane PTO. She spoke to Council back in May regarding this road extension. Parking has improved but there has been an increase of growth. There is a sizable population that is doing dual immersion that don't live in the boundaries so they have to drive. There are a lot of people

parking on the undeveloped area on 870 West to avoid the parking issues which causes kids to cross not at a cross walk. She heard back from Valley Academy today. They have no interest in this project at this time. There is a lot of congestion on 870 West. The road shows on the site plan that was approved for Valley Academy. She invited Council to come look at it and invited any help they can give. Valley Academy owns the property where the road is planned. Nanette Billings commented the neighboring property owner will sell land for the road. Council did approve some funding last year to improve this road but Valley Academy wouldn't participate. Council discussed what would be needed if they tried to move the road to the west. Dave Sanders asked the engineering staff to come up with best case scenario. Ms. Holman asked if the City could require Valley Academy to install the road since it was on their site plan approval. Darin Larson explained that would be required when they build the second phase. Mayor Bramall will work with staff to work on a plan.

2. Consideration and possible approval on a **Zoning Map amendment request located at 367 W 300 N from R1-10, residential 1 unit per 10,000 square feet, to RM-2, multifamily 10 units per acre. Parcel # H-334-14-A-1** - Isom Clinton Floyd and Lillian Jones Family LLC

Jeff Thomas stated the idea is to build some affordable housing units. There is industrial at the end of the road but there is no agriculture in the area. It is a perfect area for young families. This street needs updating. He showed a flyover video of the property and what they are proposing. It is already a mixed-use area. This development will increase connectivity and utilities. They will do road improvements beyond their property. The current house would have to be torn down if this approved. Current resident has been doing a lot of clean up for the area. Darin Larson commented this is a good use for an infill area but he can see the residents' concerns. Clark Fawcett stated the improvements on 300 North need to be addressed. Arthur LeBaron stated the original proposal required asphalt from the development to the middle school access but full street improvements would be needed for more development. The proportion share would need to be decided. Mr. Fawcett questioned if the zone should be changed if the infrastructure isn't there. Council discussed road improvements and what the City's obligation is. Mayor Bramall feels R1-8 zoning would be better for the neighbors and a better transition. That zone wouldn't work for the developer. Stephen Nelson mentioned they could do RM-1 instead so it is still multifamily but not as dense. Dave Sanders suggested redesigning the whole project. Darin Larson feels how it is presented makes it a better community.

Nanette Billings motioned to deny the zoning map amendment request located at 367 W 300 North. Seconded by Dave Sanders. Motion carried with Nanette Billings, Dave Sanders and Kevin Tervort voting aye. Darin Larson voted nay.

3. Consideration and possible approval of an **Ordinance amending Chapter 9-4 sections 1-8, Chapter 3-1 Section 2 and 8, Chapter 3-5, Chapter 3-2, and Chapter 3-6**-Cindy Beteag

Cindy Beteag stated section 3-2 still needs more work but the rest are ready for review. Council discussed the fee for a solicitor license.

Nanette Billings motioned to approve the ordinance Chapter 9-4 sections 1-8, Chapter 3-1 Section 2 and 8, Chapter 3-5, and Chapter 3-6 and continue 3-2. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

4. Consideration and possible approval of an **Ordinance amending Title 4, Chapter 3 Weeds**-Clark Fawcett

Clark Fawcett stated this is just a house keeping item to clean up the ordinance. The proposed changes give the property owner notice first.

Nanette Billings motioned to approve the ordinance amending Title 4, Chapter 3. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

5. Discussion on a possible **addition of a new Caterpillar 2.6 MW generator to Hurricane's existing power plant**-Dave Imlay

The Power Board and staff have been looking at power prices. They are looking at moving this to the capital facility plan and then amending it and bringing it back to the Council for approval. Even if it was approved today, it wouldn't be here until next September. Mr. Imlay stated it would be better to look at prices at the beginning of the summer and then make a decision but they need to be ready to move forward. It would be a 2.2 million dollar project. Clark Fawcett commented it is wonderful to have them. He pointed out how much we would have saved if we had this for the last summer. It is not a return on investment project. Darin Larson said population will increase and put a strain on the power. The City hasn't purchased one since 2007. Council supports the addition.

6. Confirmation of **Ordinance 2020-11 Elim Valley zoning being recorded**

The judgment was recorded and the ordinance was published. Dave Sanders motioned to confirm Ordinance 2020-11 being record, Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

7. Consideration and possible approval of an **Ordinance pertaining to collection and disposal of solid waste beginning on February 1, 2021**-Fay Reber

Fay Reber reported every community in Washington County has approved the contract. The City needs an ordinance in place to set rates for 2021 and includes the opt out option until November 30th. Clark Fawcett stated there is a section different than what staff understood regarding opting out. Mr. Reber clarified if a resident has opted out and they move within the City then they are able to continue the opt out.

Nanette Billings motioned to approve the ordinance pertaining to collection and disposal of solid waste. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

8. Consideration and possible approval of a **partnership with LPGA Symetra Golf Tour Copper Rock Championship**

Nanette Billings commented she would like to be an ambassador if we partner.

Nanette Billings motioned to approve a partnership for $85,000 per year for three years out of RAP tax money with a condition a team of people is found to help advertise. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

9. Consideration and possible approval to **combine parcels # H-3-2-3-1333 and H-3-2-3-1328 located at 831 S 700 West**-Beehive Homes applicant, Joel Horne representative

Dave Sanders motioned to approve the combination of lots. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

10. Consideration and possible approval on a **Zoning Map amendment request located at approximately Sand Hollow Rd (future SR-7) and 3900 S from RA-1, residential agriculture 1 unit per acre, to R1-10, residential 1 unit per 10,000 square feet. Parcel #'s: H-3399-A, H-3399-B, H-3399-C, H-3399-D, H-3399-I, H-3409-H, H-3409-I, H-3409-J, H-3410-F, H-3410-G, H-3410-H, H-3410-I, H-3410-J, H-3400-A, H-3400-B, H-3400-D, H-3400-E, H-3400-F, H-3400-G, H-3400-H, H-3400-I, H-3400-J, H-3400-K, H-3400-L, H-3400-M, H-3400-P, H-3421, H-3421-C, H-3421-D, H-3421-E, H-3421-F, H-3421-G, H-3421-H, H-3421-I, H-3421-J, H-3421-L, H-3421-K, H-3422, H-3422-B**. - Toquerville Enterprises LLC Applicant, Matt Ekins Agent

This proposal consists of 700 acres. The Planning Commission recommended approval 5-1 with one abstinence.

Kevin Tervort motioned to approve the zoning map amendment request. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

11. Consideration and possible approval on a **Zoning Map amendment request located at 1367 W 400 S from RA-1, residential agriculture, to R1-15, residential 1 unit per 15,000 square feet. Parcel # H-3-2-4-144311** - Winder Loretta TR Applicant, Kathy Hurst Agent.

The Planning Commission recommended approval. Applicants will be required to pay their portion of the road.

Nanette Billings motioned to approve the zoning map amendment located at 1367 W 400 South. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

12. Consideration and possible approval on a **Zoning Map amendment request on 20 acres located at approximately 3150 S 1100 W from RA-0.5, residential agriculture 1 unit per 0.5 acres, to R1-10, residential 1 unit per 10,000 square feet, for single family homes. Parcel # H-3394-B-1** - SandRock Development Applicant, Chad Palmer Agent

Mayor Bramall declared a conflict of interest. The applicant is proposing twenty acres to be rezoned. The zoning is mixed surrounding it. The Planning Commission recommended denial based on it is premature prior to the general plan update, it is not harmonious to the surrounding properties, and the development would have a negative impact to surrounding properties. This isn't the area that was discussed for the Country Cross Road sections. Nanette Billings commented this area is still farm land and she doesn't want to see it come in again for multifamily. The neighbors don't want this zoning. Larger lots are needed.

Kevin Tervort motioned to approve the zone map amendment located at approximately 3150 S 1100 West based on the staff findings. Seconded by Dave Sanders. Motion carried with Darin Larson, Dave Sanders and Kevin Tervort voting aye. Nanette Billings voted nay.

13. Consideration and possible approval of a **Preliminary Plat for Hurricane Hollow, a 136 Unit PDO, located at 600 N and 870 W** - John Cheney and Forte Land Co. Applicant, HR Brown Agent.

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

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

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

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

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

15. *Mayor and Council reports*

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

Adjournment: 10:18 p.m.

Exhibit 3

DEVELOPMENT AGREEMENT
FOR
CORDERO ZONE CHANGE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 21 day of January, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and L. Boyd Cook, Cordero, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 200 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On November 19, 2020, the City Council approved a zone change as shown in Exhibit B with the conditions laid out within this agreement.

C. Developer has proposed a Preliminary Site Plan EXHIBIT C.

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

E. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

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

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

H. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

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

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

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

AGREEMENT

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

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

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

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

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

   a. Guaranteed Density and Uses. City specifically acknowledges that at build-out Developer shall be entitled to a total overall density of 700 ERUs, including recreation resort units within the Project. That density equals approximately 3.5 residential units to the acre. Further, the parties acknowledge that actual densities on certain acreage will exceed 3.5 units per

acre because several acres of the Property will be (a) set aside as open space, and (b) larger lots. The Developer shall provide a table on the preliminary plat with each phase of development the total number of ERUs that have been approved for the total project.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances and Design Standards, including, but not limited to infrastructure construction, setback requirements, minimum lot sizes, building height requirements, lot coverage requirements and all other zoning requirements.

a. The City shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the City's standards and as shown on the approved construction drawings.

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

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

7. On-Site Processing of Natural Materials. Notwithstanding anything to the contrary herein, Developer and its agents shall be permitted to extract and process the natural materials located on the Project, such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the Property. Such natural materials may be used in the construction of infrastructure, homes, or other buildings or improvements located on the Property and other locations outside the Property. No extraction, processing or other form of mining activity shall occur on the Property unless the party desiring to conduct such activity has, prior to the commencement of such activity, obtained all necessary permits and approvals from City.

8. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to

Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

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

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

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

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

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

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

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

b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited.

Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

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

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

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

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

11. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of

a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances, (c) the Developer's failure to comply with the requirements of any Section above, or (d) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

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

To the Developer: Jay Stocking
C/O Boyd Cook, CFO
470 N 2450 W
Tremonton, UT 84337
Phone:

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

13. General Term and Conditions.

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

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

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

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

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

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

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

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

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

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

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

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and

authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

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

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

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

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

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

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

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

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

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

18. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

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

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

CITY:

CITY OF HURRICANE

ATTEST:

By: Cindy Betteas
City Recorder

By: John W. Bramble
Mayor

DEVELOPER:

By:
Name: L. Boyd Cook
Title: CFO

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the 21 day of Jan, 2021, personally appeared before me L. Boyd. Cook, who being by me duly sworn, did say that he is the CFO of River Valley, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Cindy Betteas
Notary Public
Residing at: Hurricane, UT.

NOTARY PUBLIC
CINDY BETEAS
715698
MY COMMISSION EXPIRES
JANUARY 8, 2025
STATE OF UTAH

EXHIBIT A

Legal Description Parcel:

EXHIBIT B
Zoning Amendment

EXHIBIT C
Site Plan

BOUNDARY DESCRIPTION
80 ACRE EASTERLY&WESTERLY PARCEL
& 40 ACRE WESTERLY PARCEL
OF SPILSBURY & RIVER VALLEY DEV. PROPERTY
HURRICANE, UTAH

A 80 ACRE EASTERLY PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, SLB&M, WASHINGTON COUNTY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29.

CONTAINING 80 ACRES MORE OR LESS.

A 80 ACRE WESTERLY PARCEL OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, SLB&M, WASHINGTON COUNTY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29.

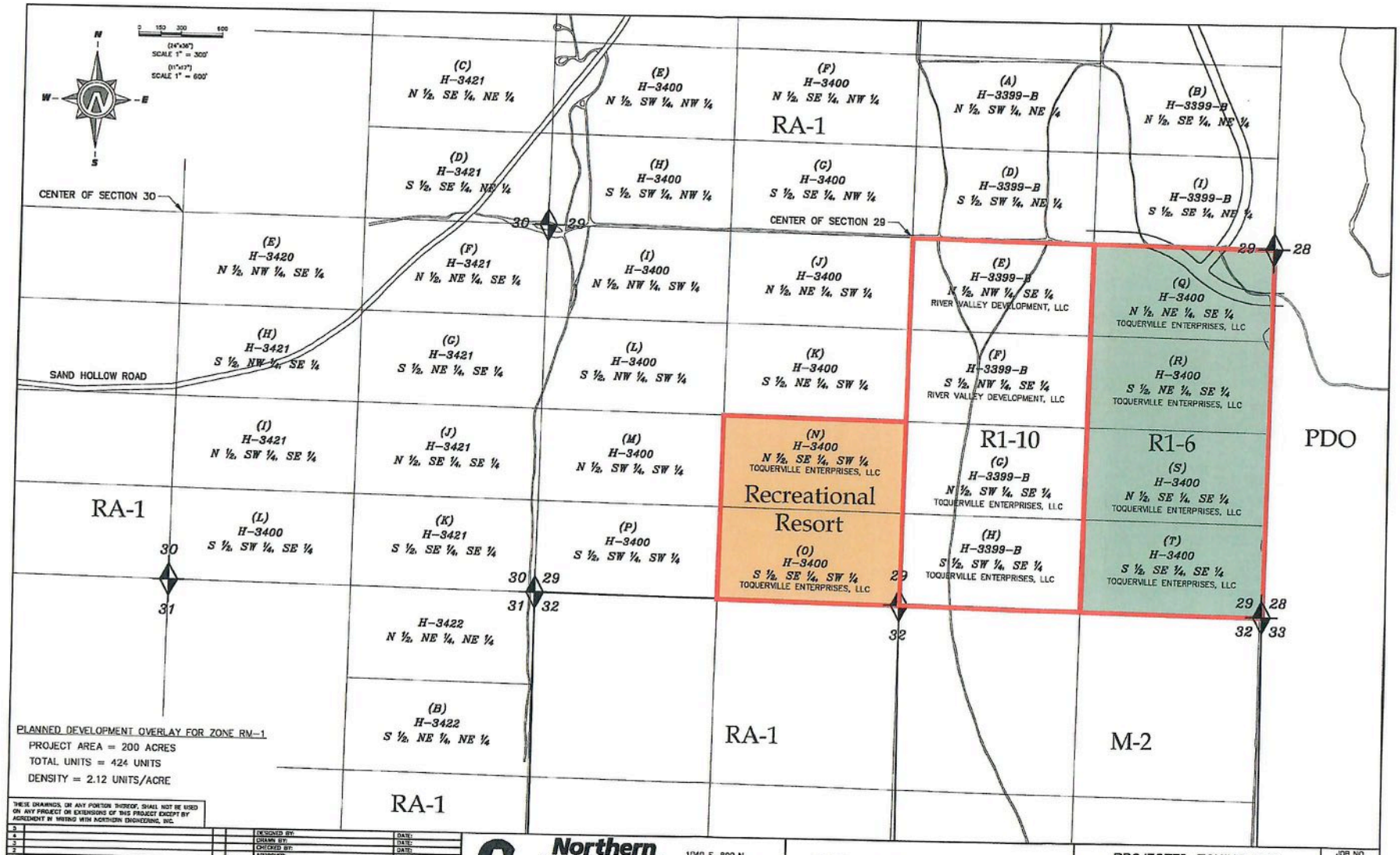
CONTAINING 80 ACRES MORE OR LESS.

A 40 ACRE WESTERLY PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, SLB&M, WASHINGTON COUNTY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29.

CONTAINING 40 ACRES MORE OR LESS.

TOTAL AREA OF ALL THREE PARCELS 200 ACRES MORE OR LESS



PLANNED DEVELOPMENT OVERLAY FOR ZONE RM-1
PROJECT AREA = 200 ACRES
TOTAL UNITS = 424 UNITS
DENSITY = 2.12 UNITS/ACRE

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODE FILE: DATE:
REV. CODE FILE: DATE:

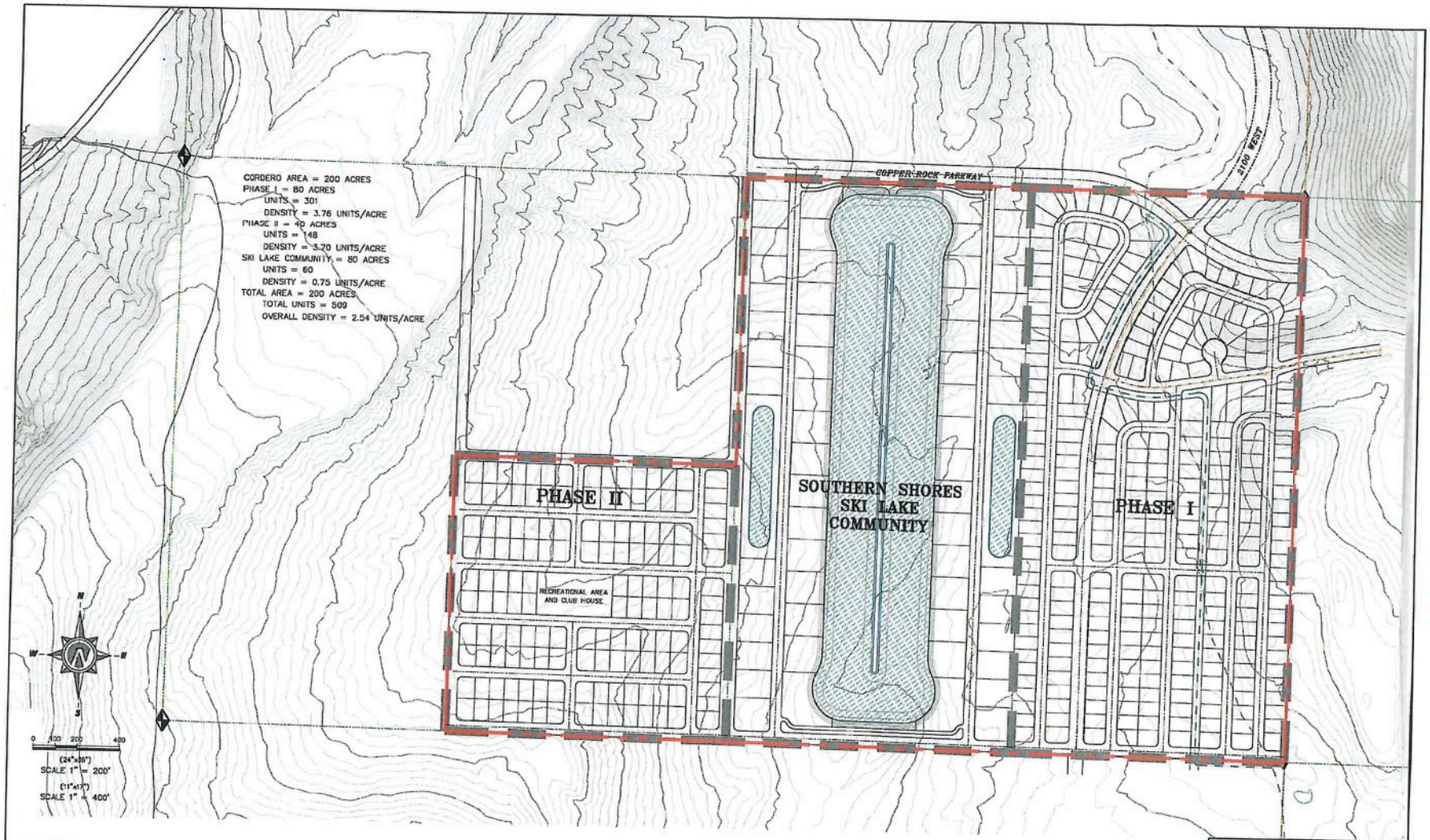
N:\3-16-052-00 SPILSBURY-COPPER BOOK\CAD\Design\200-ACRE PARCEL\3a-PROJECTED ZONING MAP 200-ac.dwg 5/12/2020 10:17 AM

Northern ENGINEERING INC
ENGINEERING—LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

SPILSBURY PROPERTY

PROJECTED ZONING MAP
HURRICANE, UTAH

JOB NO. 3-16-052
EXHIBIT 3



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CORD FILE: DATE:
REV. CORD FILE: DATE:

K:\3-16-052-CO SPLSBURY-COPPER ROCK\CAD\2020 DESIGN\2020 BASE 02-CP-23.dwg 9/9/2020 5:11 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO

CONCEPT PLAN

HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. 1

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

Exhibit 4

CORDERO PHASE I
PLAT A SUBDIVISION
HURRICANE, UTAH

MAY 2021

GENERAL

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE HURRICANE CITY PUBLIC WORKS DEPARTMENT.
2. A PRE CONSTRUCTION CONFERENCE WILL BE HELD A MINIMUM OF 3 WORKING DAYS PRIOR TO START OF WORK. ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS, HURRICANE CITY PUBLIC WORKS AND CITY'S ENGINEER SHOULD BE PRESENT.
3. ALL LOT DIMENSIONS, EASEMENTS AND CERTAIN OFF SITE EASEMENTS ARE TO BE TAKEN FROM THE CORAL SPRINGS CONDOMINIUM PHASE 2 AMENDED PLAT.
4. ALL CONSTRUCTION STAKES MUST BE REQUESTED A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO PLANNED USE.
5. CERTAIN CONTROL POINTS WILL BE SET BY THE ENGINEER, OR HIS REPRESENTATIVE, WHICH ARE CRITICAL TO THE CONSTRUCTION STAKING OF THE PROJECT. THESE POINTS WILL BE DESIGNATED AT THE TIME THEY ARE SET AND THE CONTRACTOR SO NOTIFIED. DESTRUCTION OF THESE POINTS BY THE CONTRACTOR OR HIS SUBCONTRACTORS SHALL BE GROUNDS FOR CHARGING THE CONTRACTOR FOR REESTABLISHING SAID POINTS.

ROADWAY/STORM DRAIN

1. ALL ROADWAY CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF HURRICANE CITY'S TECHNICAL SPECIFICATIONS OR AS APPROVED IN THE PLANS HEREIN.
2. WHEN DISCREPANCIES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. UNTIMELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAIM FOR ADDITIONAL COMPENSATION.
3. STORM DRAIN PIPES MUST BE RCP CLASS III. PIPES SHALL BE INSTALLED ACCORDING TO PERTINENT HURRICANE CITY STANDARDS.

SEWER

1. SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
2. PRIOR TO COMPLETION OF THE PROJECT, PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
3. PRIOR TO COMPLETION OF THE PROJECT, PROVIDE A PDF AND A 2'x3' PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTHS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINES AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR: MANDREL TEST, AIR TEST, AND CLOSED-CIRCUIT CAMERA INSPECTION. CAMERA INSPECTION, IF PROVIDED BY THE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
5. DURING CONSTRUCTION, ALL SEWER LINES WILL NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.

WATER

1. THE WATER SYSTEM SHALL BE CONSTRUCTED TO CONFORM WITH THE STANDARDS SET FORTH IN THE "UTAH REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS", AND THE HURRICANE CITY PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND DRAWINGS.
2. CONTRACTOR SHALL NOTIFY NORTHERN ENGINEERING, INC. THREE (3) WORKING DAYS BEFORE INITIAL CONSTRUCTION BEGINS AND SHALL ALSO REQUEST HURRICANE CITY ENGINEERING DEPARTMENT INSPECTION OF WATER LINES AND APPURTENANCES TWENTY-FOUR (24) HOURS IN ADVANCE OF BACKFILLING.
3. CONTRACTOR TO FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ASSURE THAT SAID LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS TO MATCH AN EXTENSION OF THE SIDEWALK GRADE.
4. UPON THE COMPLETION OF WORK, THE CONTRACTOR SHALL SUBMIT 3 SETS OF RECORD DRAWINGS TO HURRICANE CITY & (1) SET TO NORTHERN ENGINEERING, INC.
5. WATER VALVE LIDS ARE TO BE LABELED "WATER" FOR CULINARY VALVES.
6. HORIZONTAL AND VERTICAL SEPARATION OF CULINARY WATER AND SEWER SHALL BE IN COMPLIANCE WITH HURRICANE CITY STANDARDS.
7. WATERLINES TO BE BEDDED IN GRANULAR MATERIAL. A MIN. OF 8" COVER OVER TOPS OF PIPE IS REQUIRED TO AVOID PENETRATION OF SUB BASE FROM ABOVE. THE OVERALL COVER OF THE CULINARY PIPE NEEDS TO BE NO LESS THAN 4 FEET.
8. ALL CULINARY WATERLINES SHALL BE POLY WRAPPED DUCTILE IRON OR PVC C-900.
9. WATER SERVICES SHALL BE TYPE "K" COPPER ONLY.
10. THRUST BLOCKS ARE NOT ALLOWED. JOINT RESTRAINTS ARE REQUIRED. SEE DETAIL SHEET.
11. HURRICANE VALLEY FIRE DISTRICT TO APPROVE THE LOCATION OF FIRE HYDRANTS.
12. ALL MAIN AND SERVICE LINES SHALL MAINTAIN A 10 FOOT SEPARATION BETWEEN WATER AND SEWER.
13. ALL WATER MAINS 10-INCH AND LARGER SHALL BE POLY-WRAPPED DUCTILE IRON.
14. ONLY A PRE-QUALIFIED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE WATER SYSTEM.

DOMINION ENERGY NOTES

1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JEFF BURTON @ 435-674-6112
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPERS EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COST. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS. (1155 E 350 N. ST. GEORGE).
4. ALL OF THE 10 FOOT UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED TO WITHIN 6 INCHES OF TOP BACK OF THE CURB BEFORE GAS LINES WILL BE INSTALLED. DEVELOPER WILL BE RESPONSIBLE FOR THE COST OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS, AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB, AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS, OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER .
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF GAS SERVICE TO THIS PROJECT.
9. CONTACT CRAIG HANSEN, (435) 674-6144, AT LEAST TWO WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. IMPORTANT NOTICE: GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE, AND THE 10 FOOT UTILITY EASEMENT IS GRADED TO TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE:
    IF HIGH PRESSURE GAS LINES ARE LOCATED IN OR NEAR YOUR DIGGING AREA, BEFORE DIGGING PLEASE CALL: BRYAN WARD @ (435) 559-6547.

TDS BROADBAND NOTES

1. THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITH IN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
2. TDS WILL PROVIDE CONDUITS. PLEASE CONTACT DAVID AT 435-703-8932 AT LEAST THREE WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
3. ANY QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TOWARD DAVID TRAUNTVEIN WITH TDS AT 435-701-8932.
4. RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR.
5. ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\01_2020-PHASE 1 COVER.dwg 5/13/2021 9:57 AM

–INDEX OF SHEETS–

SHEET	DESCRIPTION
1–1	COVER SHEET AND NOTES
1–2	MASTER PLAN
2–1	PRELIMINARY PLAT
2–2	SITE UTILITY PLAN
2–3	SITE GRADING PLAN
WL–1	WATER LOOP & EMERGENCY ACCESS PLAN
ID–01	PLAN & PROFILE INDEX SHEET
CP–04 – CP–15	ROADWAY PLAN & PROFILE SHEETS
SD–01	STORM DRAIN DETENTION BASIN
GR–01 – GR–03	LOT GRADING PLAN SHEETS
DT–01 – DT–10	DETAIL SHEETS

VICINITY MAP
-NTS-

CENTURYLINK NOTES

1. CENTURYLINK WILL PROVIDE ALL 2" AND 4" PVC AND DELIVER IT TO THE SITE. PLEASE CALL 1-435-632-6553 TO SCHEDULE DELIVERY.
2. CENTURYLINK TO PLACE CONDUIT IN POWER TRENCH.
3. THE DEVELOPER IS TO PROVIDE ALL STREET NAMES AND LOT ADDRESSES WITHIN TWO WEEKS OF UTILITY PLAN APPROVAL.
4. FAILURE TO COMPLY WITH THE ABOVE NOTES COULD RESULT IN DELAY OF SERVICE TO THE PROJECT.
5. ANY QUESTIONS: CONTACT BRAXTON PETERSON @ 385-479-7339.

POWER NOTES

1. DEVELOPER RESPONSIBLE FOR ALL COST, UNLESS OTHERWISE STATED ON PRINT.
2. ONLY A PRE-APPROVED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE ELECTRICAL SYSTEM.
3. PRE-APPROVED CONTRACTOR TO GO OVER PRINTS WITH HURRICANE CITY POWER BEFORE BEGINNING WORK. CONTACT HURRICANE POWER FOR AN APPOINTMENT @ 435-635-5536.
4. LINES ARE FOR SCHEMATIC PURPOSES ONLY. ALL EQUIPMENT AND PLACEMENT OF, TO BE TO HURRICANE POWER SPECS.
5. EASEMENTS TO BE SIGNED OVER TO HURRICANE CITY. IT IS THE DEVELOPER'S RESPONSIBILITY TO MAKE SURE EASEMENTS ARE OBTAINED FROM ANY PROPERTIES THAT MAY BE AFFECTED.
6. NO RETAINING WALLS TO RUN INTO UTILITY EASEMENTS.
7. ALL CONDUITS TO BE FOAMED. ANY EMPTY STUB OUTS TO HAVE A TEMPORARY PLUG INSTALLED.
8. ANY CHANGES TO THE SIGNED SET OF PLANS MUST BE APPROVED BY HURRICANE POWER.
9. THE ENTIRE JUC TRENCH MUST BE BACKFILLED WITH 1" MINUS FROM THE BOTTOM TO THE TOP OF THE TRENCH. ALSO AROUND ELECTRICAL BOXES AND EQUIPMENT.
10. DEVELOPER TO BE BILLED A TERMINATION FEE OF $99.00 PER PRIMARY ELBOW TERMINATIONS.
11. HURRICANE POWER HAS CHANGED OUR STREETLIGHTS SPECS. TO LED's. SEE HURRICANE POWER FOR NEW SPEC.
12. DEVELOPER WILL BE BILLED $4,074.00 FOR A 750 THREE-PHASE PRIMARY RISER FEE.
13. ALL UNDERGROUND POWER LINES WILL NEED TO BE ALONGSIDE A PERMANENT ROADWAY AND THE POWER LINE NEEDS TO BE INSTALLED ON THE WEST AND NORTH SIDE OF THE ROAD.
14. DEVELOPER WILL BE BILLED $1,083.00 FOR SWITCH MAKE-UP FEE FOR EACH SWITCH THAT HAS BEEN INSTALLED.
15. DEVELOPER WILL BE BILLED $1,690.00 FUSE BAY FEE FOR EACH FUSE BAY USED.
16. ALL THREE-PHASE 750 MCM 15KV RUNS MUST NOT EXCEED 1000 FEET BETWEEN SWITCHES.
17. IMPACT FEES TO BE COLLECTED BY BUILDING DEPARTMENT. IMPACT FEES TO BE CHARGED BY SERVICE MAIN BREAKER SIZE.
18. DEVELOPER WILL NEED TO GET ALL EASEMENTS ALONG 3000 SOUTH AND ALONG 2600 WEST AND GRADE OUT ROADWAY. ALSO STAKE THE BACK OF SIDEWALK. THEN HURRICANE POWER WILL INSTALL OVERHEAD LINE ALONG 3000 SOUTH AND ALONG 2600 WEST AND WILL CHARGE DEVELOPER FOR ALL COSTS INCLUDING ANY ENGINEERING COSTS IF NEEDED. NOTE THE POWER LINE MUST BE PREPAID FOR BEFORE IT IS INSTALLED. CONTACT HURRICANE POWER FOR AN ESTIMATE.

PARKS

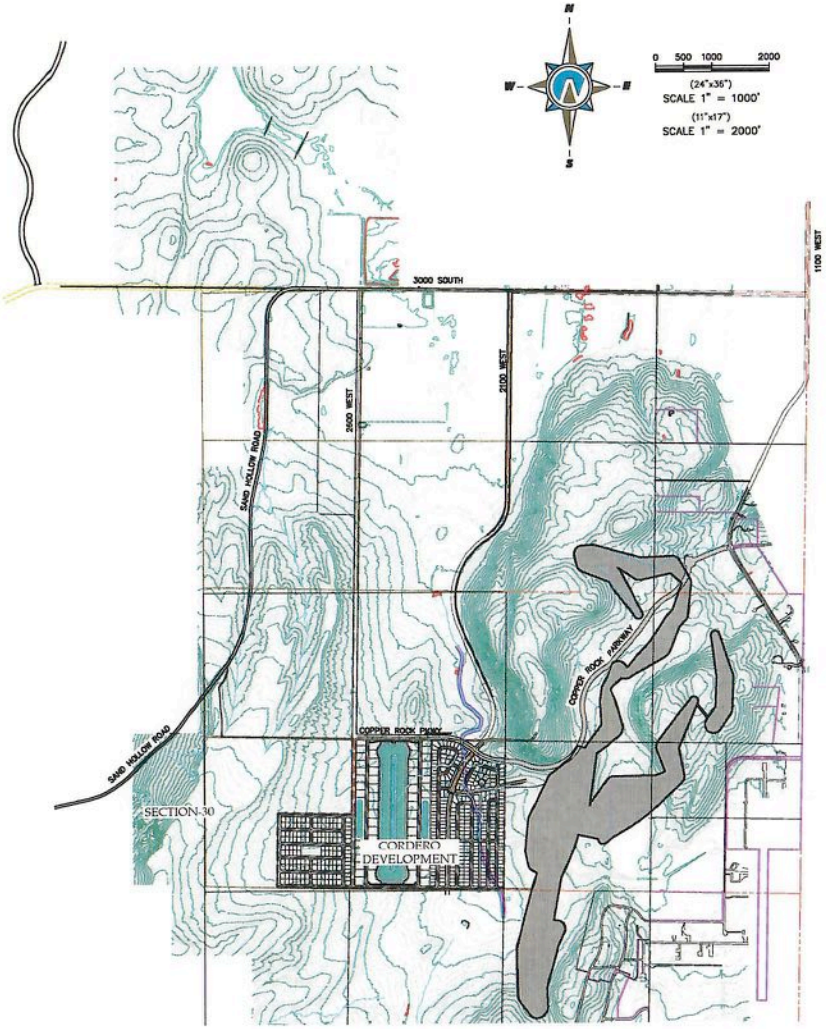
1. ANY LANDSCAPING, INCLUDING STREET LANDSCAPING STRIPS AND/OR MEDIANS AND ASSOCIATED IRRIGATION SHALL BE INSTALLED BY DEVELOPER/OWNER(S) AND IS NOT THE RESPONSIBILITY OF HURRICANE CITY PARKS DEPARTMENT TO MAINTAIN.

HURRICANE CITY APPROVAL

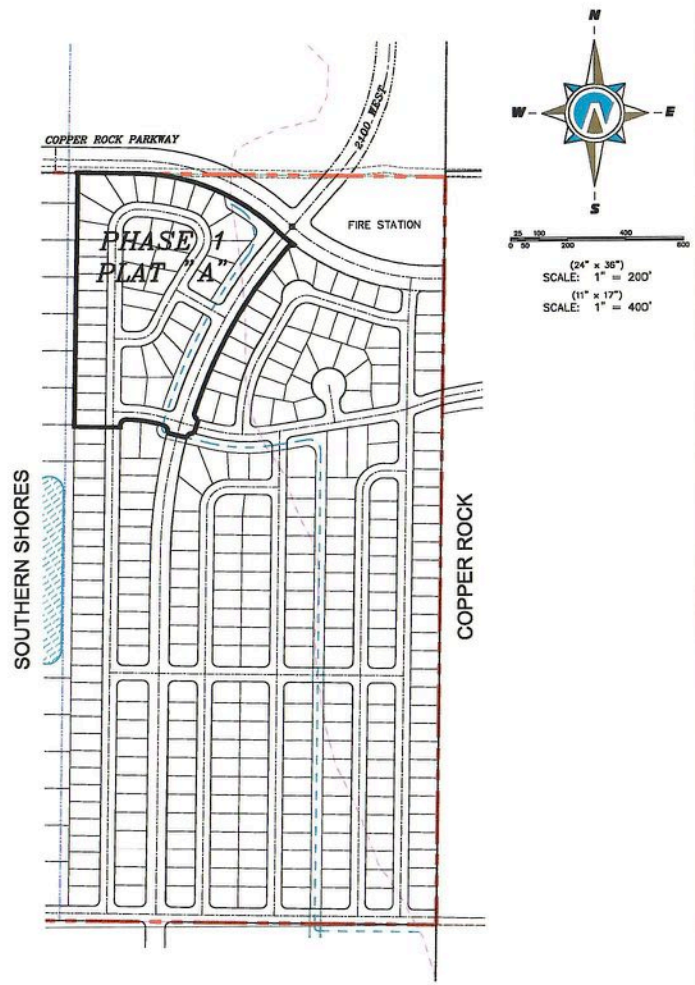
WCWCD	DATE
STREETS DEPARTMENT	DATE
ASH CREEK SEWER DISTRICT	DATE
WATER DEPARTMENT	DATE
CENTURYLINK	DATE
DOMINION ENERGY	DATE
BUILDING DEPARTMENT	DATE
HURRICANE POWER DEPARTMENT	DATE
FIRE DEPARTMENT	DATE
PARKS DEPARTMENT	DATE
TDS TELECOM	DATE
PUBLIC WORKS DEPARTMENT	DATE
CITY ENGINEER	DATE

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

JOB NO. 3-16-052
SHEET NO. 1—1



VICINITY PLAN



MASTER PLAN

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODO FILE: DATE:
REV. CODO FILE: DATE:

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\02 PLAT A MASTER PLAN.dwg 1/22/2021 3:21 PM

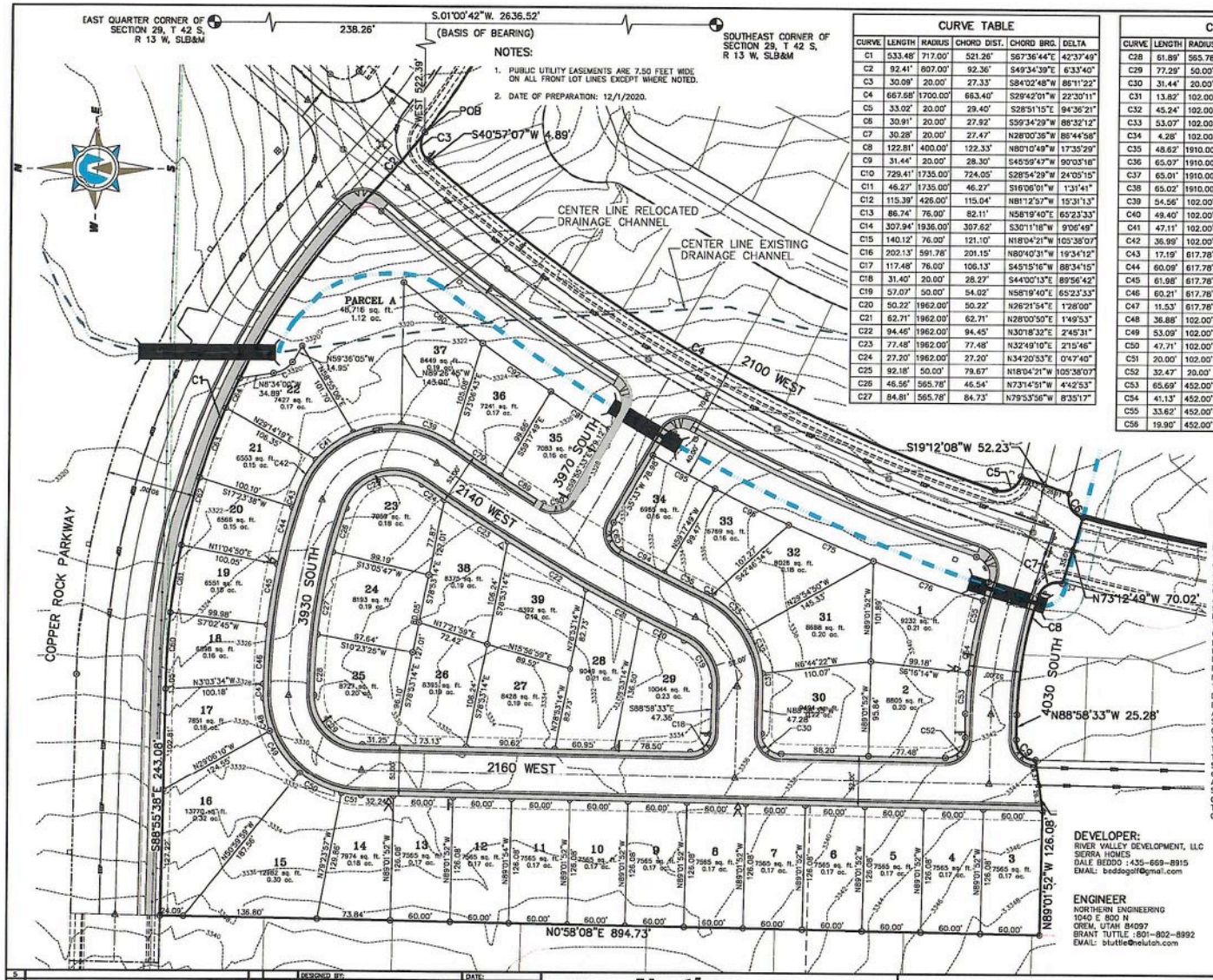
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

MASTER PLAN
HURRICANE, UTAH

JOB NO. 03-16-052
SHEET NO. 1-2



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	533.48'	717.00'	521.26'	S67°36'44"E	42°37'49"
C2	92.41'	807.00'	92.36'	S49°34'39"E	6°33'40"
C3	30.09'	20.00'	27.33'	S84°02'48"W	86°11'22"
C4	667.68'	1700.00'	663.40'	S29°42'01"W	22°30'11"
C5	33.02'	20.00'	29.40'	S28°51'15"E	94°36'21"
C6	30.91'	20.00'	27.92'	S59°34'29"W	88°32'12"
C7	30.28'	20.00'	27.47'	N28°00'35"W	86°44'58"
C8	122.81'	400.00'	122.33'	N80°10'49"W	17°35'29"
C9	31.44'	20.00'	28.30'	S45°59'47"W	90°03'18"
C10	729.41'	1735.00'	724.05'	S28°54'29"W	24°05'15"
C11	46.27'	1735.00'	46.27'	S16°06'01"W	1°31'41"
C12	115.39'	426.00'	115.04'	N81°12'57"W	15°31'13"
C13	86.74'	76.00'	82.11'	N58°19'40"E	65°23'33"
C14	307.94'	1936.00'	307.62'	S30°11'18"W	9°06'49"
C15	140.12'	76.00'	121.10'	N18°04'21"W	105°38'07"
C16	202.13'	591.78'	201.15'	N80°40'31"W	19°34'12"
C17	117.48'	76.00'	106.13'	S45°15'16"W	88°34'15"
C18	31.40'	20.00'	28.27'	S44°00'13"E	89°56'42"
C19	57.07'	50.00'	54.02'	N58°19'40"E	65°23'33"
C20	50.22'	1962.00'	50.22'	N26°21'54"E	1°28'00"
C21	62.71'	1962.00'	62.71'	N28°00'50"E	1°49'53"
C22	94.46'	1962.00'	94.45'	N30°18'32"E	2°45'31"
C23	77.48'	1962.00'	77.48'	N32°49'10"E	2°15'46"
C24	27.20'	1962.00'	27.20'	N34°20'53"E	0°47'40"
C25	92.18'	50.00'	79.67'	N18°04'21"W	105°38'07"
C26	46.56'	565.78'	46.54'	N73°14'51"W	4°42'53"
C27	84.81'	565.78'	84.73'	N79°53'56"W	8°35'17"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C28	61.89'	565.78'	61.86'	N87°19'36"W	6°16'02"
C29	77.29'	50.00'	69.82'	S45°15'16"W	88°34'15"
C30	31.44'	20.00'	28.30'	S45°59'47"W	90°03'18"
C31	13.82'	102.00'	13.81'	S87°08'32"W	7°45'49"
C32	45.24'	102.00'	44.87'	S70°33'12"W	25°24'52"
C33	53.07'	102.00'	52.48'	S42°56'23"W	29°48'46"
C34	4.28'	102.00'	4.28'	S26°49'57"W	2°24'07"
C35	48.62'	1910.00'	48.62'	S26°21'39"W	1°27'30"
C36	65.07'	1910.00'	65.07'	S28°03'58"W	1°57'07"
C37	65.01'	1910.00'	65.00'	S30°01'01"W	1°57'00"
C38	65.02'	1910.00'	65.02'	S31°58'02"W	1°57'02"
C39	54.56'	102.00'	53.92'	S19°25'13"W	30°39'00"
C40	49.40'	102.00'	48.92'	S9°46'45"E	27°44'57"
C41	47.11'	102.00'	46.69'	S36°53'03"E	26°27'39"
C42	36.99'	102.00'	36.78'	S60°30'08"E	20°46'33"
C43	17.19'	617.78'	17.19'	S71°41'14"E	1°35'39"
C44	60.09'	617.78'	60.07'	S75°16'16"E	5°34'25"
C45	61.98'	617.78'	61.96'	S80°55'56"E	5°44'55"
C46	60.21'	617.78'	60.18'	S86°35'55"E	5°35'02"
C47	11.53'	617.78'	11.53'	S89°55'31"E	1°04'11"
C48	36.88'	102.00'	36.68'	N79°10'56"E	20°42'55"
C49	53.09'	102.00'	52.49'	N53°54'48"E	29°49'22"
C50	47.71'	102.00'	47.27'	N25°36'10"E	26°47'33"
C51	20.00'	102.00'	19.97'	N8°35'11"E	11°14'05"
C52	32.47'	20.00'	29.02'	S45°32'37"E	93°01'31"
C53	65.69'	452.00'	65.63'	S87°53'34"E	8°19'36"
C54	41.13'	452.00'	41.12'	S81°07'22"E	5°12'49"
C55	33.62'	452.00'	33.61'	S76°23'06"E	4°15'42"
C56	19.90'	452.00'	19.90'	S72°59'34"E	2°31'23"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C57	31.40'	20.00'	28.27'	N63°17'29"E	89°57'38"
C58	699.42'	1770.00'	694.88'	N29°37'54"E	22°38'26"
C59	30.90'	20.00'	27.91'	N3°18'14"W	88°30'42"
C60	64.80'	717.00'	64.78'	N86°20'18"W	5°10'41"
C61	69.03'	717.00'	69.00'	N80°59'29"W	5°30'57"
C62	71.12'	717.00'	71.09'	N75°23'30"W	5°41'00"
C63	75.12'	717.00'	75.09'	N69°32'55"W	6°00'11"
C64	33.40'	717.00'	33.40'	N65°12'45"W	2°40'08"
C65	27.05'	30.00'	26.15'	N34°23'59"W	51°39'59"
C66	84.80'	677.78'	84.75'	N55°23'07"W	7°10'08"
C67	47.81'	30.00'	42.91'	N6°08'39"W	91°18'49"
C68	204.21'	717.00'	203.52'	N55°43'08"W	16°19'06"
C68	14.60'	1810.00'	14.60'	N39°16'55"E	0°27'44"
C69	65.02'	1810.00'	65.02'	N32°07'56"E	2°03'30"
C70	574.86'	1810.00'	572.45'	S26°45'45"W	18°11'51"
C72	65.01'	1810.00'	65.00'	N30°04'27"E	2°03'28"
C73	65.06'	1810.00'	65.07'	N28°00'55"E	2°03'36"
C74	83.58'	1810.00'	83.57'	N25°39'45"E	2°38'44"
C75	92.97'	1810.00'	92.95'	N22°52'06"E	2°56'34"
C76	117.93'	1810.00'	117.91'	N19°31'49"E	3°43'59"
C77	100.77'	1810.00'	100.76'	S37°27'22"W	3°11'23"
C78	574.86'	1810.00'	572.45'	S26°45'45"W	18°11'51"
C79	60.09'	1910.00'	60.09'	S33°50'38"W	1°48'10"
C80	100.77'	1810.00'	100.76'	N37°27'22"E	3°11'23"

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, S.L.B.&M., HURRICANE, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 29; THENCE S.01°00'42"W. A DISTANCE OF 238.26 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 522.39 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.09 FEET, SAID CURVE HAVING A RADIAL BEARING OF S.37°08'28"W, A CENTRAL ANGLE OF 86°11'22", AND CHORD THAT BEARS S.84°02'48"W. A DISTANCE OF 27.33 FEET; THENCE S.40°57'07"W. A DISTANCE OF 4.89 FEET TO A POINT OF CURVATURE OF A 1700.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 667.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 22°30'11" AND A CHORD THAT BEARS S.29°42'01"W. A DISTANCE OF 663.40 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS COMPOUND TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 33.02 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 94°36'21" AND A CHORD THAT BEARS S.28°51'15"E. A DISTANCE OF 29.40 FEET; THENCE S.19°12'08"W. A DISTANCE OF 52.23 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.91 FEET, SAID CURVE HAVING A RADIAL BEARING OF S.13°50'35"W., A CENTRAL ANGLE OF 88°32'12" AND A CHORD THAT BEARS S.59°34'29"W. A DISTANCE OF 27.92 FEET; THENCE N.73°12'49"W. A DISTANCE OF 70.02 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.28 FEET, SAID CURVE HAVING A RADIAL BEARING OF N.74°38'07"W., A CENTRAL ANGLE OF 86°44'58" AND A CHORD THAT BEARS N.28°00'35"W. A DISTANCE OF 27.47 FEET TO A POINT OF CURVATURE OF A 400.00-FOOT RADIUS TANGENT COMPOUND CURVE TO THE LEFT" THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 122.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°35'29" AND A CHORD THAT BEARS N.80°10'49"W. A DISTANCE OF 122.33 FEET; THENCE N.88°58'33"W. A DISTANCE OF 25.28 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°03'18" AND A CHORD THAT BEARS S.45°59'47"W. A DISTANCE OF 28.30 FEET; THENCE S.81°22'30"W. A DISTANCE OF 52.74 FEET; THENCE N.89°01'52"W. A DISTANCE OF 126.08 FEET; THENCE N.00°58'08"E. A DISTANCE OF 894.73 FEET; THENCE S.89°55'38"E. A DISTANCE OF 243.08 FEET TO A POINT OF CURVATURE OF A 717.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 533.48 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°37'49" AND A CHORD THAT BEARS S.67°36'44"E. A DISTANCE OF 521.26 FEET TO A POINT OF CURVATURE OF A 807.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 92.41 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°33'40" AND A CHORD THAT BEARS S.49°34'39"W. A DISTANCE OF 93.36 FEET TO THE POINT OF BEGINNING.
CONTAINING 13.34 ACRES.

DEVELOPER:
RIVER VALLEY DEVELOPMENT, LLC
SIERRA HOMES
DALE BEDDO : 435-669-8915
EMAIL: beddogolf@gmail.com

ENGINEER
NORTHERN ENGINEERING
1040 E 800 N
OREM, UTAH 84097
BRANT TUTTLE :801-802-8992
EMAIL: btuttle@nelutah.com

LEGEND

- SECTION CORNER
- CLASS I MONUMENT
- PROPERTY CORNERS
- ROAD CENTER LINE
- PROPERTY BOUNDARY
- EASEMENT
- LOT LINE
- SECTION LINE

0 25 50 100 150

(24"x36")
SCALE 1" = 50'
(11"x17")
SCALE 1" = 100'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODO FILE: DATE:
REV. CODO FILE: DATE:

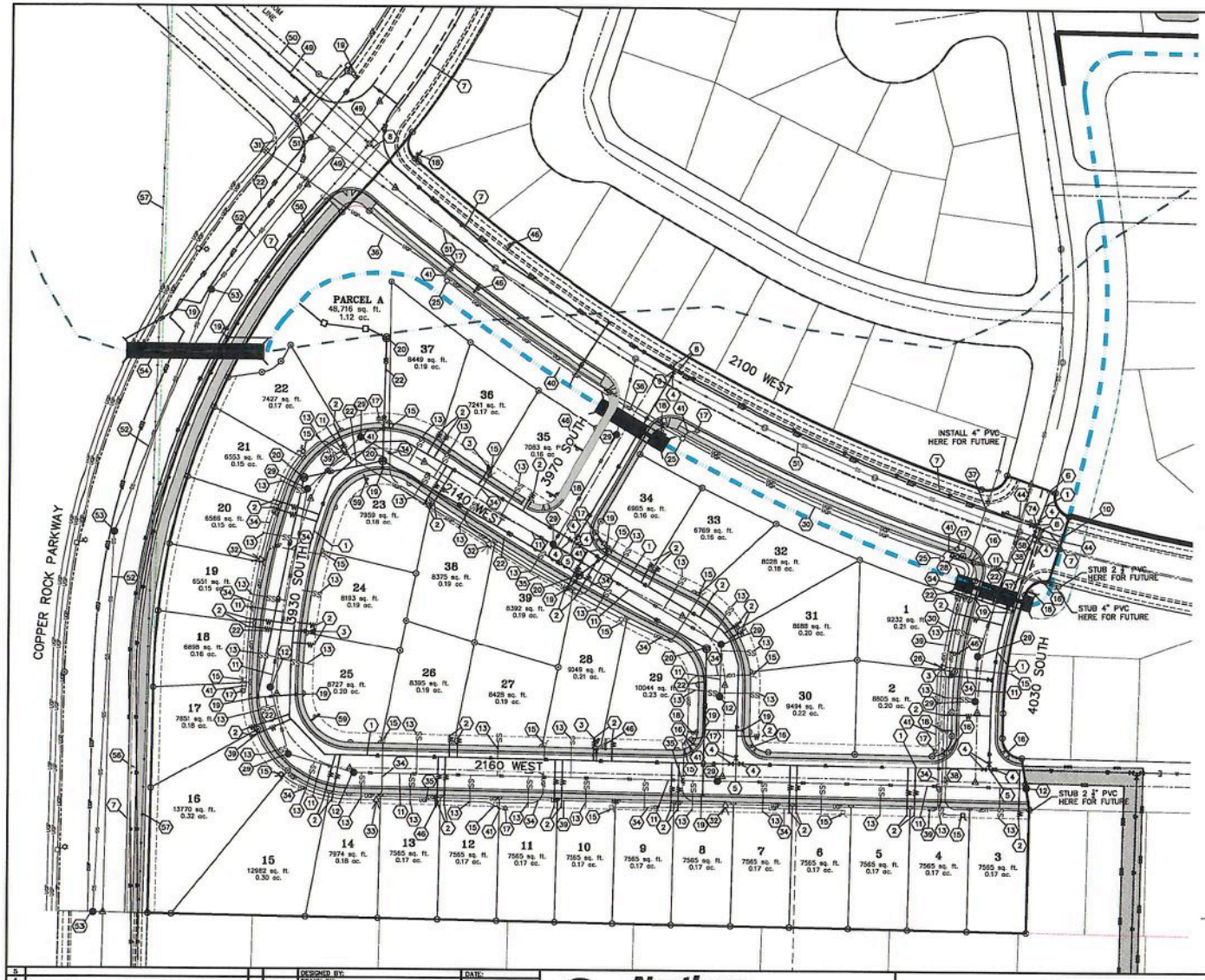
K:\3-16-052-DD SPI SUBDY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\2020-PHASE 1 PRELIM PLAT-10-12-20.dwg 3/18/2021 11:47 AM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

PRELIMINARY PLAT
HURRICANE, UTAH

JOB NO. 3-16-052
SHEET NO. 2-1



CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
2. NEW ¾" WATER SERVICE WITH METER AND YOKE AND 2" X 4" MARKER AT END OF SERVICE
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
6. NEW 8" PLUG
7. NEW 12" POLY-WRAPPED DI WATER MAIN
8. NEW 12" BUTTERFLY VALVE
9. NEW 12" X 8" TEE
10. NEW 12" PLUG
11. NEW 8" PVC SEWER PIPE
12. NEW 48" SEWER MANHOLE
13. NEW 4" SEWER LATERAL WITH PLUG STUBBED UP 3' BELOW ROUGH GRADE MARKED WITH T-POST 3' ABOVE GRADE. MATCH 4" PIPE CROWN W/ 8" MAIN CROWN
14. NEW 8" SEWER WITH MARKER
15. NEW SECONDARY POWER BOX
16. HANDICAP ACCESS RAMP
17. NEW STREET LIGHT
18. NEW STOP SIGN/STREET SIGN/STOP BAR
19. NEW STORM DRAIN INLET BOX
20. NEW STORM DRAIN 60" MANHOLE
21. NEW 15" RCP STORM DRAIN LATERAL
22. NEW 15" RCP STORM DRAIN MAIN
23. NEW 18" RCP APRON WITH 150 SF OF 12" RIPRAP TO BE PLACED AT OUTLET
24. NEW POWER POLE
25. NEW STREETLIGHT BOX
26. NEW 37.5 KVA TRANSFORMER
27. NEW 2" PVC FOR FUTURE
28. NEW 3-PHASE VAULT
29. NEW 60" SEWER MANHOLE
30. NEW 2" PVC WITH 1/0 TRIPLEX
31. NEW PMH-11 SWITCH
32. NEW 50 KVA TRANSFORMER
33. NEW 75 KVA TRANSFORMER
34. NEW 3" PVC WITH 350 MCM TRIPLEX
35. NEW 3" PVC WITH 500 MCM TRIPLEX
36. NEW 4" PVC WITH ⅙ 15 KV 3-PHASE
37. NEW 4" PVC FOR FUTURE
38. NEW 2 ½" PVC FOR FUTURE
39. NEW 2 ½" PVC WITH ⅙ 15 KV
40. NEW 2" PVC WITH #4 TRIPLEX
41. NEW 1" PVC WITH #10 COPPER
42. NEW STORM DRAIN COMBO BOX
43. NEW 15" PLUG
44. INSTALL 3 END OF STREET OM4-1 SIGNS
45. NEW STOP LINE & FIRE HYDRANT CURB PAINTING (SEE DETAIL ON SHEET DT-8)
46. SPEED LIMIT SIGN
47. NEW 12"X8" CROSS
48. FUTURE 12" POLY-WRAPPED WATER MAIN
49. EXISTING 12" POLY-WRAPPED WATER MAIN
50. EXISTING 8" PVC C-900 WATER MAIN
51. EXISTING 12" PVC SEWER PIPE
52. NEW 10" PVC SEWER PIPE
53. EXISTING 60" SEWER MANHOLE
54. NEW 5'X12' PRECAST CONC. BOX CULVERT
55. NEW 8" POLY-WRAPPED DI WATER MAIN
57. EXISTING 8" WCWCD WATER LINE TO BE RELOCATED
58. NEW 12" PVC SEWER PIPE
59. NEW STREET SIGN
66. NEW 12" TEE
68. NEW 18" CROSS
69. NEW 18" PLUG
70. NEW 18" BUTTERFLY VALVE
71. NEW 18"X12" REDUCER
72. NEW 18" POLY-WRAPPED DI WATER MAIN
73. NEW 18" X 8" TEE
74. NEW 12" X 8" CROSS

UTILITY LEGEND

- STORM DRAIN MANHOLE
- NEW SEWER MANHOLE
- EXISTING SEWER MANHOLE
- FIRE HYDRANT
- VALVE
- STORM DRAIN LINE
- CULINARY WATER LINE
- SANITARY SEWER LINE

BURIED POWER LEGEND

- NEW STREET LIGHT
- NEW 3-PHASE VAULT
- NEW STREETLIGHT BOX
- NEW SECONDARY POWER BOX
- NEW 50 KVA TRANSFORMER
- UGP — UNDERGROUND POWER

(24"x36")
SCALE 1" = 50'
(11"x17")
SCALE 1" = 100'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

K:\3-16-052-00 SPILSBUY-COPPER ROCK\CAD\1020 DESIGN\PHASE ONE\1020-PHASE 1 PRELIM BASE-10-12-20.dwg 4/6/2021 3:08 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

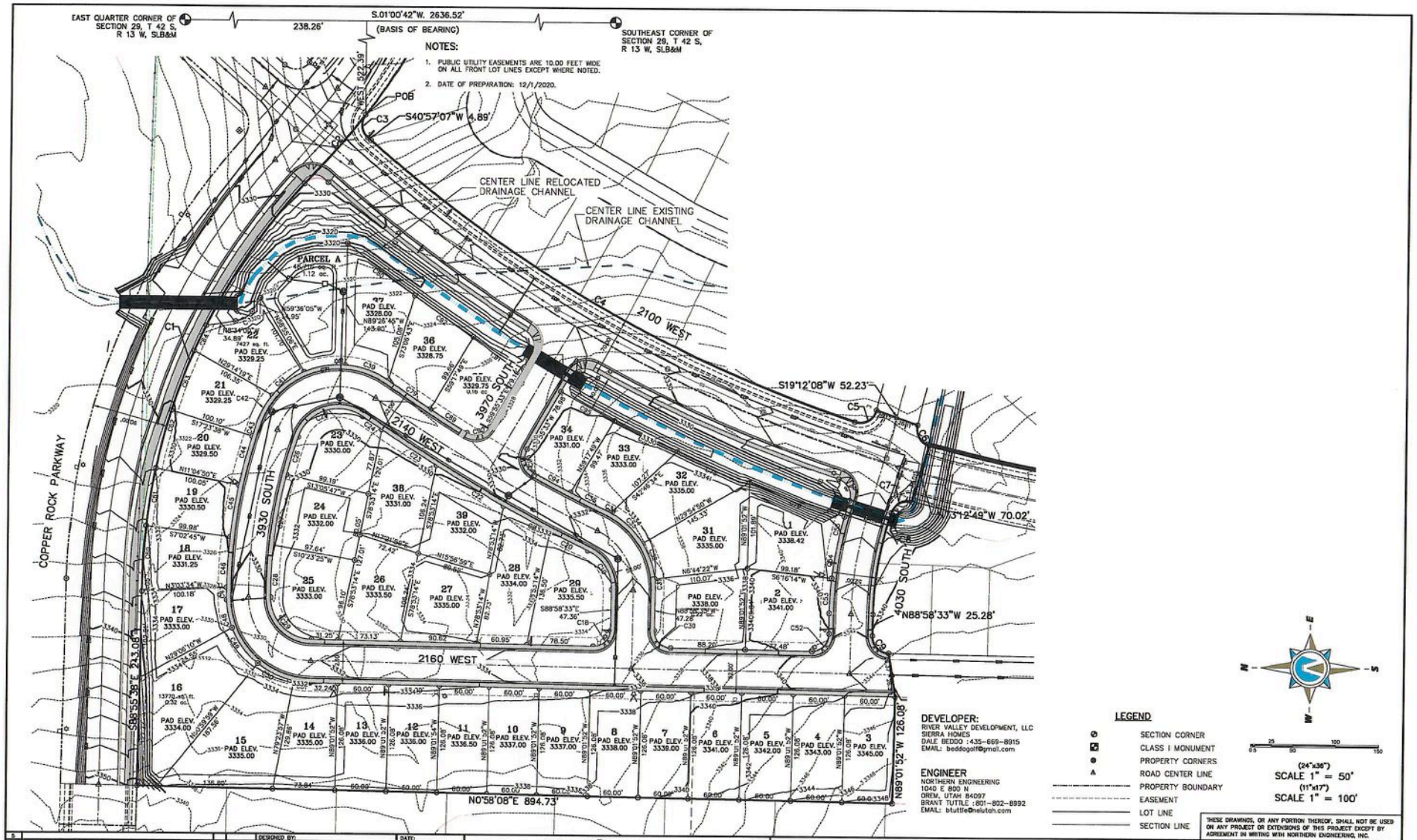
CORDERO PHASE ONE

SITE UTILITY PLAN

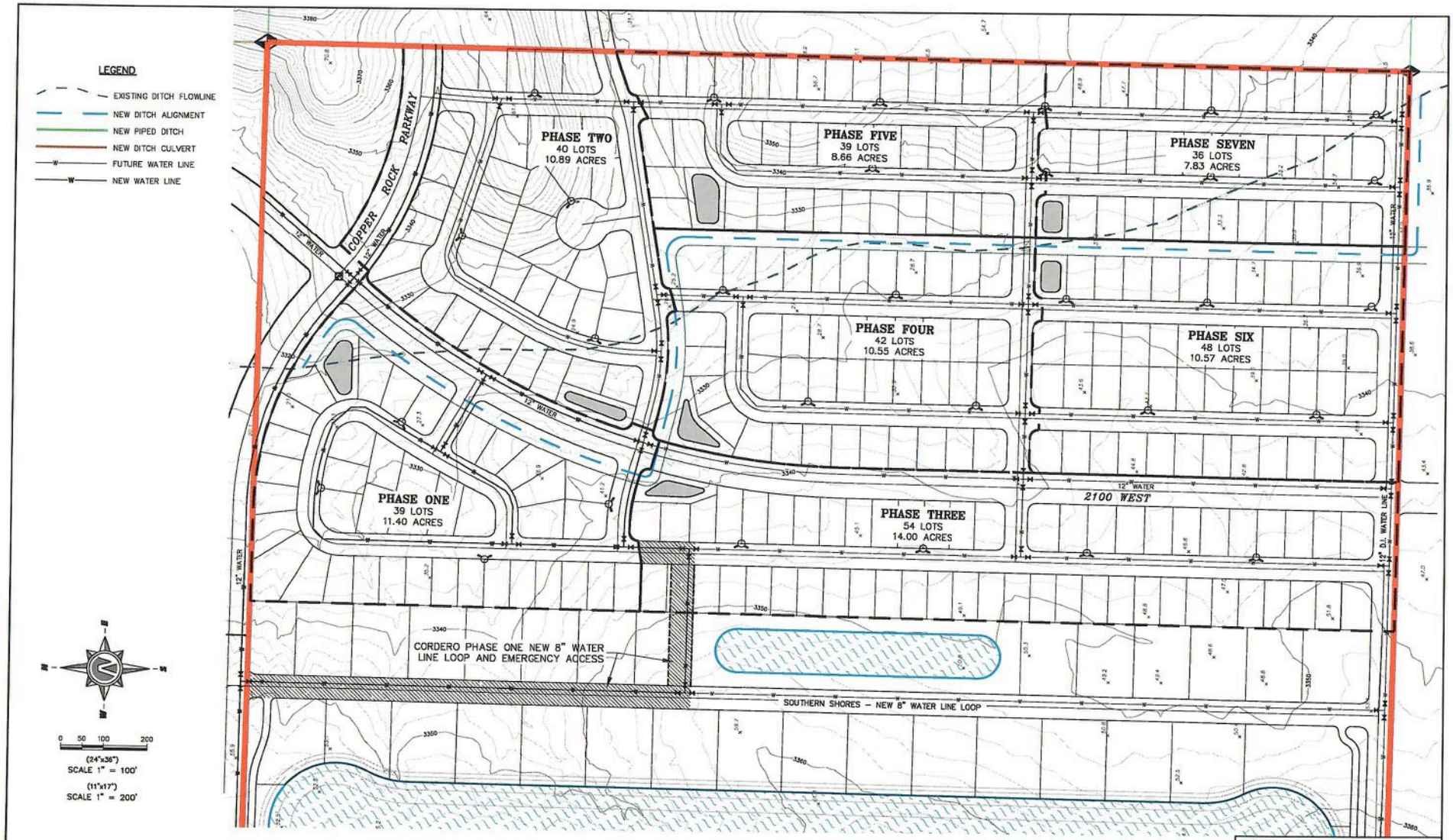
HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. 2-2


EAST QUARTER CORNER OF SECTION 29, T 42 S, R 13 W, SLB&M
238.26'
S.01°00'42"W. 2636.52'
(BASIS OF BEARING)
SOUTHEAST CORNER OF SECTION 29, T 42 S, R 13 W, SLB&M
NOTES:
1. PUBLIC UTILITY EASEMENTS ARE 10.00 FEET WIDE ON ALL FRONT LOT LINES EXCEPT WHERE NOTED.
2. DATE OF PREPARATION: 12/1/2020.
S40°57'07"W 4.89'
CENTER LINE RELOCATED DRAINAGE CHANNEL
CENTER LINE EXISTING DRAINAGE CHANNEL
PARCEL A
2100 WEST
2140 WEST
2160 WEST
3930 SOUTH
3970 SOUTH
4030 SOUTH
COPPER ROCK PARKWAY
S19°12'08"W 52.23'
S12°12'49"W 70.02'
N88°58'33"W 25.28'
N0°58'08"E 894.73'
N89°01'52"W 126.08'
S88°55'38"E 213.08'
DEVELOPER:
RIVER VALLEY DEVELOPMENT, LLC
SIERRA HOMES
DALE BEDDO : 435-669-8915
EMAIL: beddogolf@gmail.com
ENGINEER
NORTHERN ENGINEERING
1040 E 800 N
OREM, UTAH 84097
BRANT TUTTLE : 801-802-8992
EMAIL: btuttle@neiutah.com
LEGEND
SECTION CORNER
CLASS I MONUMENT
PROPERTY CORNERS
ROAD CENTER LINE
PROPERTY BOUNDARY
EASEMENT
LOT LINE
SECTION LINE
(24"x36") SCALE 1" = 50'
(11"x17") SCALE 1" = 100'
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT
1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992
CORDERO PHASE ONE
SITE GRADING PLAN
HURRICANE, UTAH
JOB NO. 3-16-052
SHEET NO. 2-3
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED:
CODD FILE:
DRV. CODD FILE:
DATE:
REVISIONS
BY
DATE

RVD - 077



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODO FILE: DATE:
REV. CODO FILE: DATE:

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\WTR LOOP EMERGCY ACCESS.dwg 3/16/2021 4:08 PM

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

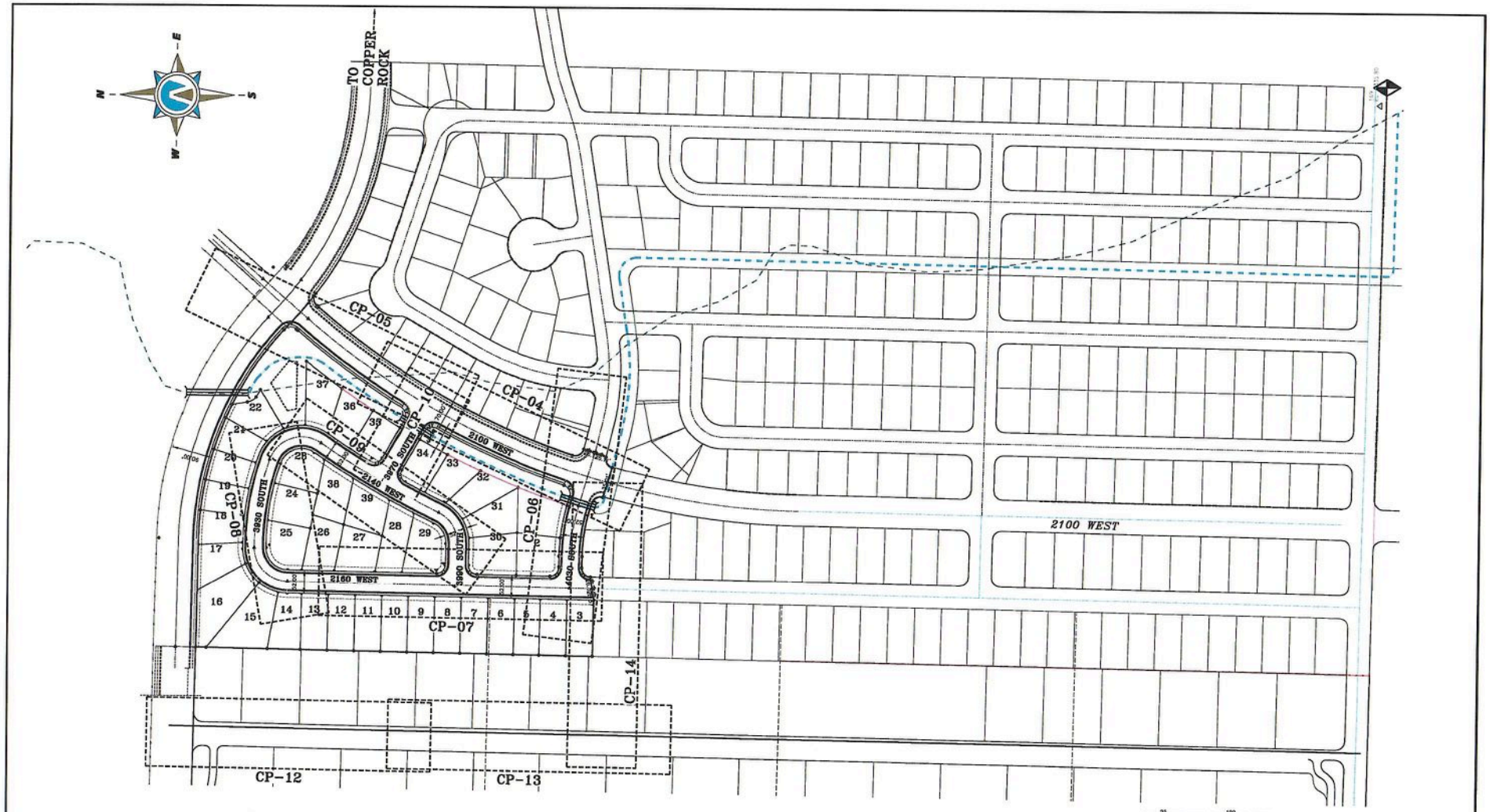
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

WATER LOOP & EMERGENCY ACCESS

HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. WL-1



(24"x36")
SCALE 1" = 100'
(11"x17")
SCALE 1" = 200'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
COGO FILE:	DATE:
REV. COGO FILE:	DATE:

K:\3-16-052-00 SPI SBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\2020-PHASE 1 INDEX-04-06-21.dwg 4/8/2021 5:35 PM

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992

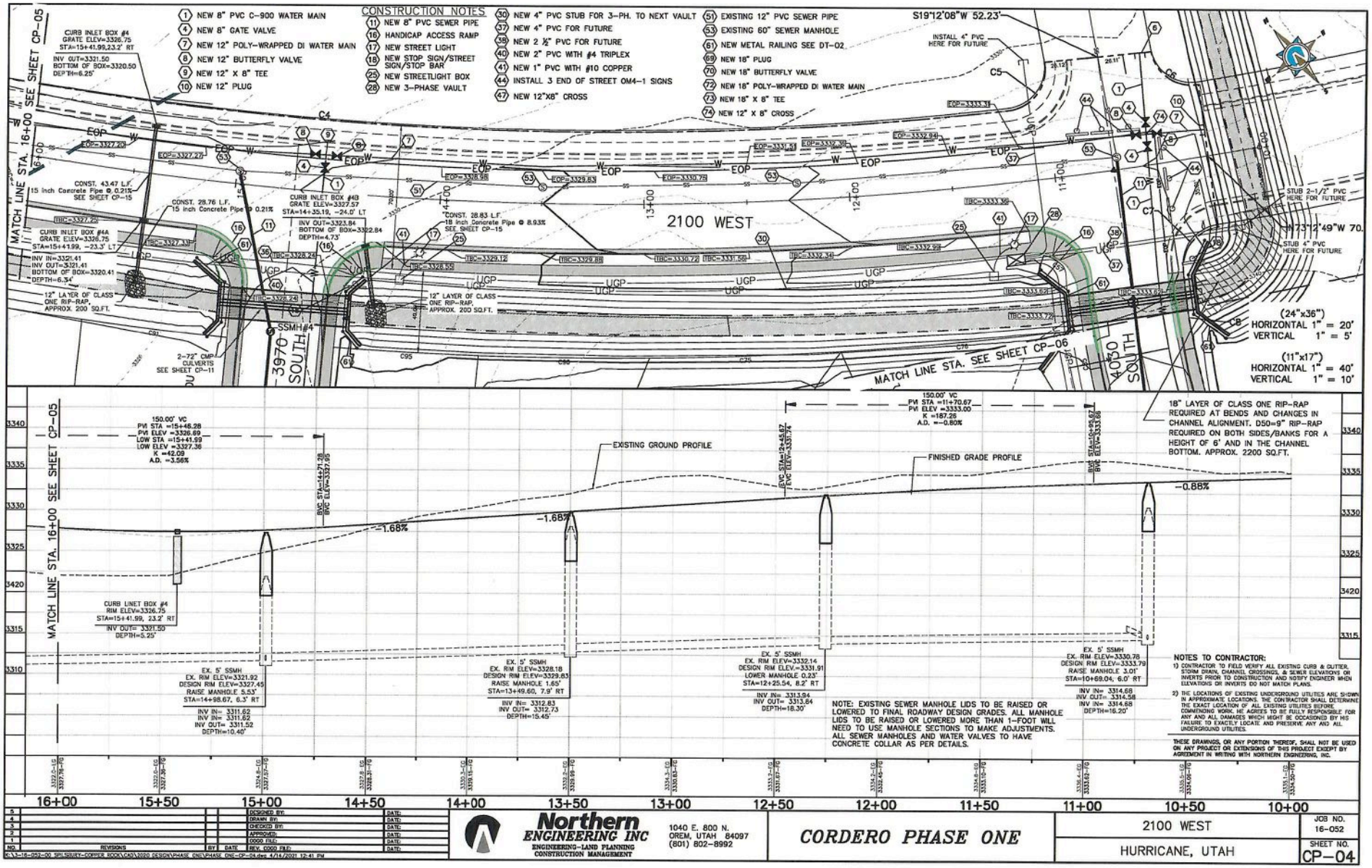
CORDERO PHASE ONE

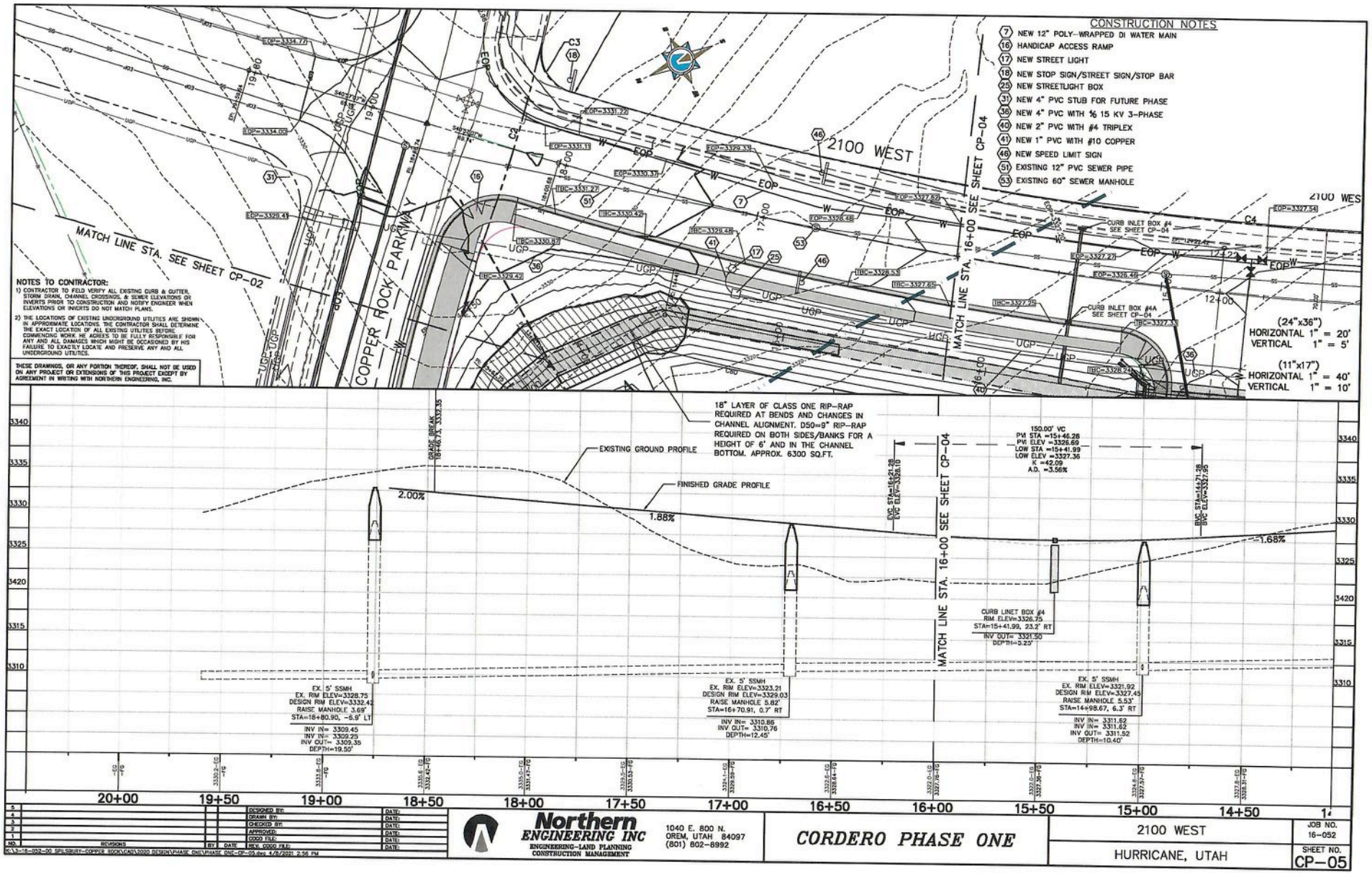
PLAN AND PROFILE INDEX SHEET

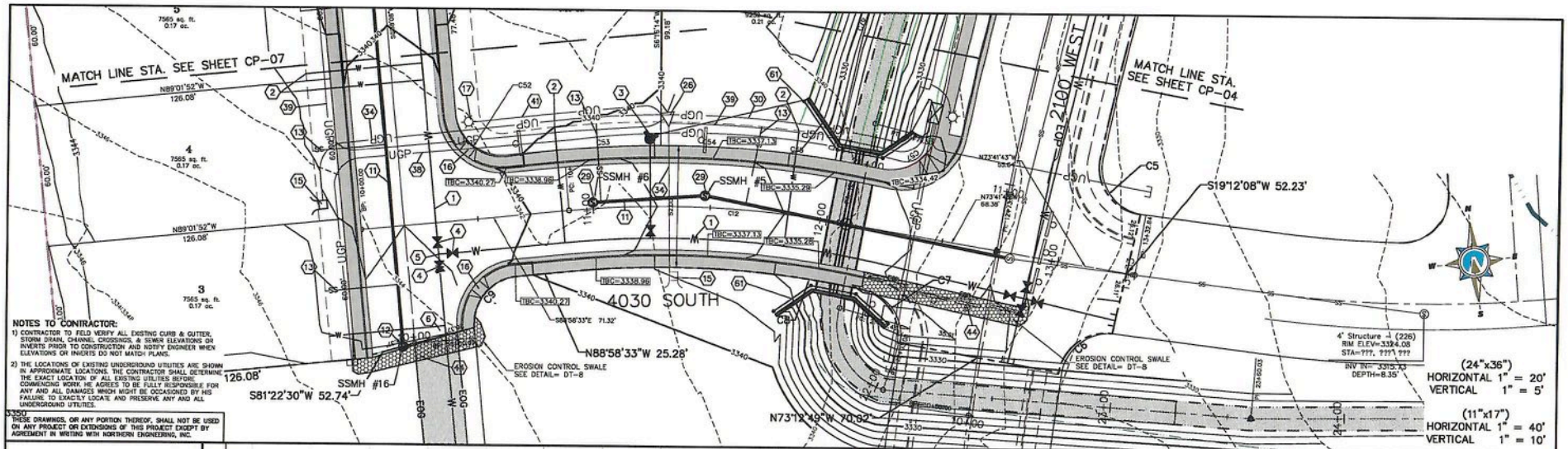
HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. ID-01


CONSTRUCTION NOTES
1 NEW 8" PVC C-900 WATER MAIN
4 NEW 8" GATE VALVE
7 NEW 12" POLY-WRAPPED DI WATER MAIN
8 NEW 12" BUTTERFLY VALVE
9 NEW 12" X 8" TEE
10 NEW 12" PLUG
11 NEW 8" PVC SEWER PIPE
16 HANDICAP ACCESS RAMP
17 NEW STREET LIGHT
18 NEW STOP SIGN/STREET SIGN/STOP BAR
25 NEW STREETLIGHT BOX
28 NEW 3-PHASE VAULT
30 NEW 4" PVC STUB FOR 3-PH. TO NEXT VAULT
37 NEW 4" PVC FOR FUTURE
38 NEW 2 ½" PVC FOR FUTURE
40 NEW 2" PVC WITH #4 TRIPLEX
41 NEW 1" PVC WITH #10 COPPER
44 INSTALL 3 END OF STREET OM4-1 SIGNS
47 NEW 12"X8" CROSS
51 EXISTING 12" PVC SEWER PIPE
53 EXISTING 60" SEWER MANHOLE
61 NEW METAL RAILING SEE DT-02
69 NEW 18" PLUG
70 NEW 18" BUTTERFLY VALVE
72 NEW 18" POLY-WRAPPED DI WATER MAIN
73 NEW 18" X 8" TEE
74 NEW 12" X 8" CROSS
S19°12'08"W 52.23'
INSTALL 4" PVC HERE FOR FUTURE
CURB INLET BOX #4
GRATE ELEV=3326.75
STA=15+41.99,23.2' RT
INV OUT=3321.50
BOTTOM OF BOX=3320.50
DEPTH=6.25'
CONST. 43.47 L.F.
15 inch Concrete Pipe @ 0.21%
SEE SHEET CP-15
CONST. 28.76 L.F.
15 inch Concrete Pipe @ 0.21%
CURB INLET BOX #49
GRATE ELEV=3327.57
STA=14+35.19, -24.0' LT
INV OUT=3323.84
BOTTOM OF BOX=3322.84
DEPTH=4.73'
CONST. 28.83 L.F.
18 inch Concrete Pipe @ 8.93%
SEE SHEET CP-15
CURB INLET BOX #4A
GRATE ELEV=3326.75
STA=15+41.99, -23.3' LT
INV IN=3321.41
INV OUT=3321.41
BOTTOM OF BOX=3320.41
DEPTH=6.34'
12" LAYER OF CLASS ONE RIP-RAP, APPROX. 200 SQ.FT.
2-72" CMP CULVERTS SEE SHEET CP-11
SSMH#4
3970 SOUTH
2100 WEST
4050 SOUTH
MATCH LINE STA. 16+00 SEE SHEET CP-05
MATCH LINE STA. SEE SHEET CP-06
STUB 2-1/2" PVC HERE FOR FUTURE
N73°12'49"W 70.
STUB 4" PVC HERE FOR FUTURE
(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'
(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'
150.00' VC
PVI STA =15+46.28
PVI ELEV =3326.69
LOW STA =15+41.99
LOW ELEV =3327.36
K =42.09
A.D. =-3.56%
EXISTING GROUND PROFILE
FINISHED GRADE PROFILE
150.00' VC
PVI STA =11+70.67
PVI ELEV =3333.00
K =187.26
A.D. =-0.80%
18" LAYER OF CLASS ONE RIP-RAP REQUIRED AT BENDS AND CHANGES IN CHANNEL ALIGNMENT. D50=9" RIP-RAP REQUIRED ON BOTH SIDES/BANKS FOR A HEIGHT OF 6' AND IN THE CHANNEL BOTTOM. APPROX. 2200 SQ.FT.
-1.68%
-1.68%
-0.88%
CURB LINET BOX #4
RIM ELEV=3326.75
STA=15+41.99, 23.2' RT
INV OUT= 3321.50
DEPTH=5.25'
EX. 5' SSMH
EX. RIM ELEV=3321.92
DESIGN RIM ELEV=3327.45
RAISE MANHOLE 5.53'
STA=14+98.67, 6.3' RT
INV IN= 3311.62
INV IN= 3311.62
INV OUT= 3311.52
DEPTH=10.40'
EX. 5' SSMH
EX. RIM ELEV=3328.18
DESIGN RIM ELEV=3329.83
RAISE MANHOLE 1.65'
STA=13+49.60, 7.9' RT
INV IN= 3312.83
INV OUT= 3312.73
DEPTH=15.45'
EX. 5' SSMH
EX. RIM ELEV=3332.14
DESIGN RIM ELEV=3331.91
LOWER MANHOLE 0.23'
STA=12+25.54, 8.2' RT
INV IN= 3313.94
INV OUT= 3313.84
DEPTH=18.30'
EX. 5' SSMH
EX. RIM ELEV=3330.78
DESIGN RIM ELEV=3333.79
RAISE MANHOLE 3.01'
STA=10+69.04, 6.0' RT
INV IN= 3314.68
INV OUT= 3314.58
INV IN= 3314.68
DEPTH=16.20'
NOTE: EXISTING SEWER MANHOLE LIDS TO BE RAISED OR LOWERED TO FINAL ROADWAY DESIGN GRADES. ALL MANHOLE LIDS TO BE RAISED OR LOWERED MORE THAN 1-FOOT WILL NEED TO USE MANHOLE SECTIONS TO MAKE ADJUSTMENTS. ALL SEWER MANHOLES AND WATER VALVES TO HAVE CONCRETE COLLAR AS PER DETAILS.
NOTES TO CONTRACTOR:
1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.
16+00 15+50 15+00 14+50 14+00 13+50 13+00 12+50 12+00 11+50 11+00 10+50 10+00
NO. REVISIONS BY DATE
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED:
DDOD FILE:
REV. DDOD FILE:
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992
CORDERO PHASE ONE
2100 WEST
HURRICANE, UTAH
JOB NO. 16-052
SHEET NO. CP-04


CONSTRUCTION NOTES
7 NEW 12" POLY-WRAPPED DI WATER MAIN
16 HANDICAP ACCESS RAMP
17 NEW STREET LIGHT
18 NEW STOP SIGN/STREET SIGN/STOP BAR
25 NEW STREETLIGHT BOX
31 NEW 4" PVC STUB FOR FUTURE PHASE
36 NEW 4" PVC WITH 5/6 15 KV 3-PHASE
40 NEW 2" PVC WITH #4 TRIPLEX
41 NEW 1" PVC WITH #10 COPPER
46 NEW SPEED LIMIT SIGN
51 EXISTING 12" PVC SEWER PIPE
53 EXISTING 60" SEWER MANHOLE
2100 WEST
COPPER ROCK PARKWAY
MATCH LINE STA. SEE SHEET CP-02
MATCH LINE STA. 16+00 SEE SHEET CP-04
NOTES TO CONTRACTOR:
1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITES.
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.
(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'
(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'
18" LAYER OF CLASS ONE RIP-RAP REQUIRED AT BENDS AND CHANGES IN CHANNEL ALIGNMENT. D50=9" RIP-RAP REQUIRED ON BOTH SIDES/BANKS FOR A HEIGHT OF 6' AND IN THE CHANNEL BOTTOM. APPROX. 6300 SQ.FT.
EXISTING GROUND PROFILE
FINISHED GRADE PROFILE
GRADE BREAK 18+46.74, 3332.35
2.00%
1.88%
-1.68%
150.00' VC
PVI STA =15+46.26
PVI ELEV =3326.69
LOW STA =15+41.99
LOW ELEV =3327.36
K =42.09
A.D. =3.56%
EVC STA=15+21.28 EVC ELEV=3328.10
BVC STA=14+71.28 BVC ELEV=3327.95
CURB INLET BOX #4 RIM ELEV=3326.75 STA=15+41.99, 23.2' RT INV OUT= 3321.50 DEPTH=5.25'
EX. 5' SSMH EX. RIM ELEV=3328.75 DESIGN RIM ELEV=3332.42 RAISE MANHOLE 3.69' STA=18+80.90, -6.9' LT INV IN= 3309.45 INV IN= 3309.25 INV OUT= 3309.35 DEPTH=19.50'
EX. 5' SSMH EX. RIM ELEV=3323.21 DESIGN RIM ELEV=3329.03 RAISE MANHOLE 5.82' STA=16+70.91, 0.7' RT INV IN= 3310.86 INV OUT= 3310.76 DEPTH=12.45'
EX. 5' SSMH EX. RIM ELEV=3321.92 DESIGN RIM ELEV=3327.45 RAISE MANHOLE 5.53' STA=14+98.67, 6.3' RT INV IN= 3311.62 INV IN= 3311.62 INV OUT= 3311.52 DEPTH=10.40'
20+00 19+50 19+00 18+50 18+00 17+50 17+00 16+50 16+00 15+50 15+00 14+50
DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED: CADD FILE: REV. CADD FILE:
REVISIONS
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT
1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992
CORDERO PHASE ONE
2100 WEST
HURRICANE, UTAH
JOB NO. 16-052
SHEET NO. CP-05

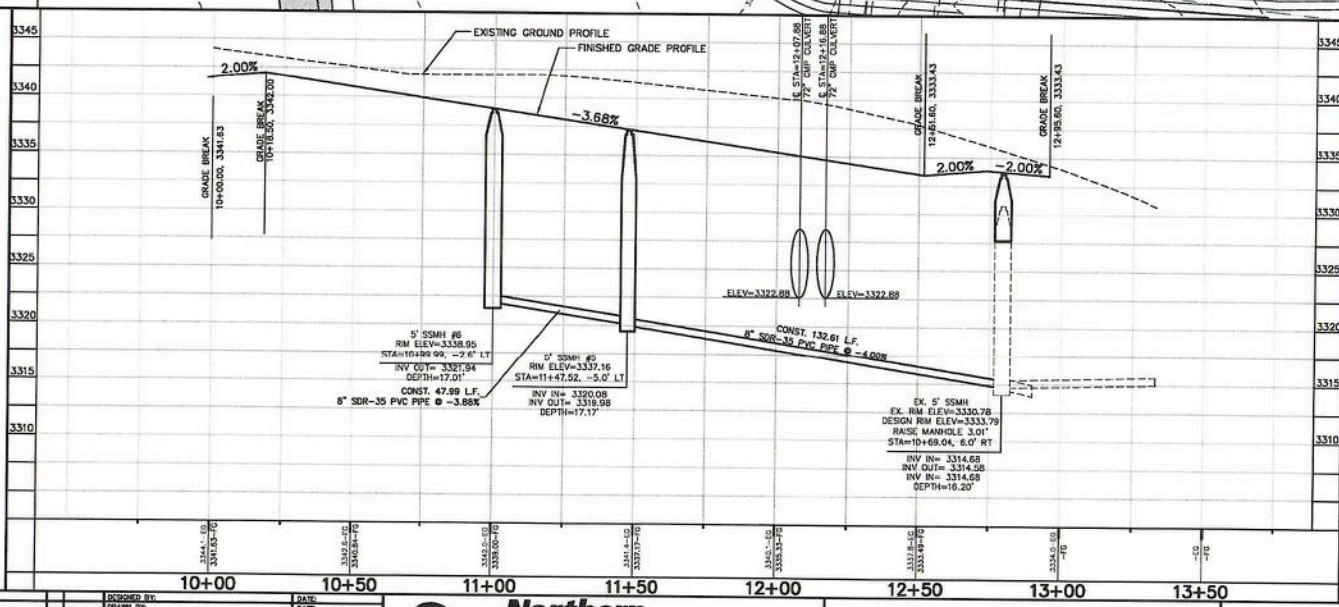


NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.

2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
2. NEW ¾" WATER SERVICE WITH METER AND YOKE AND 2" X 4" MARKER AT END OF SERVICE
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
6. NEW 8" PLUG
11. NEW 8" PVC SEWER PIPE
12. NEW 48" SEWER MANHOLE
13. NEW 4" SEWER LATERAL WITH PLUG STUBBED UP 3' BELOW ROUGH GRADE MARKED WITH T-POST 3' ABOVE GRADE. MATCH 4" PIPE CROWN WITH 8" MAIN CROWN
16. HANDICAP ACCESS RAMP
15. NEW SECONDARY POWER BOX
17. NEW STREET LIGHT
26. NEW 37.5 KVA TRANSFORMER
30. NEW 4" PVC STUB FOR 3-PH. TO NEXT VAULT
34. NEW 3" PVC WITH 350 MCM TRIPLEX
38. NEW 2 ½" PVC FOR FUTURE
39. NEW 2 ½" PVC WITH ⅓ 15 KV
41. NEW 1" PVC WITH #10 COPPER
44. INSTALL 3 END OF STREET OM4-1 SIGNS
61. NEW METAL HANDRAIL SEE DT-02

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
CODD FILE:	DATE:
REV. CODD FILE:	DATE:

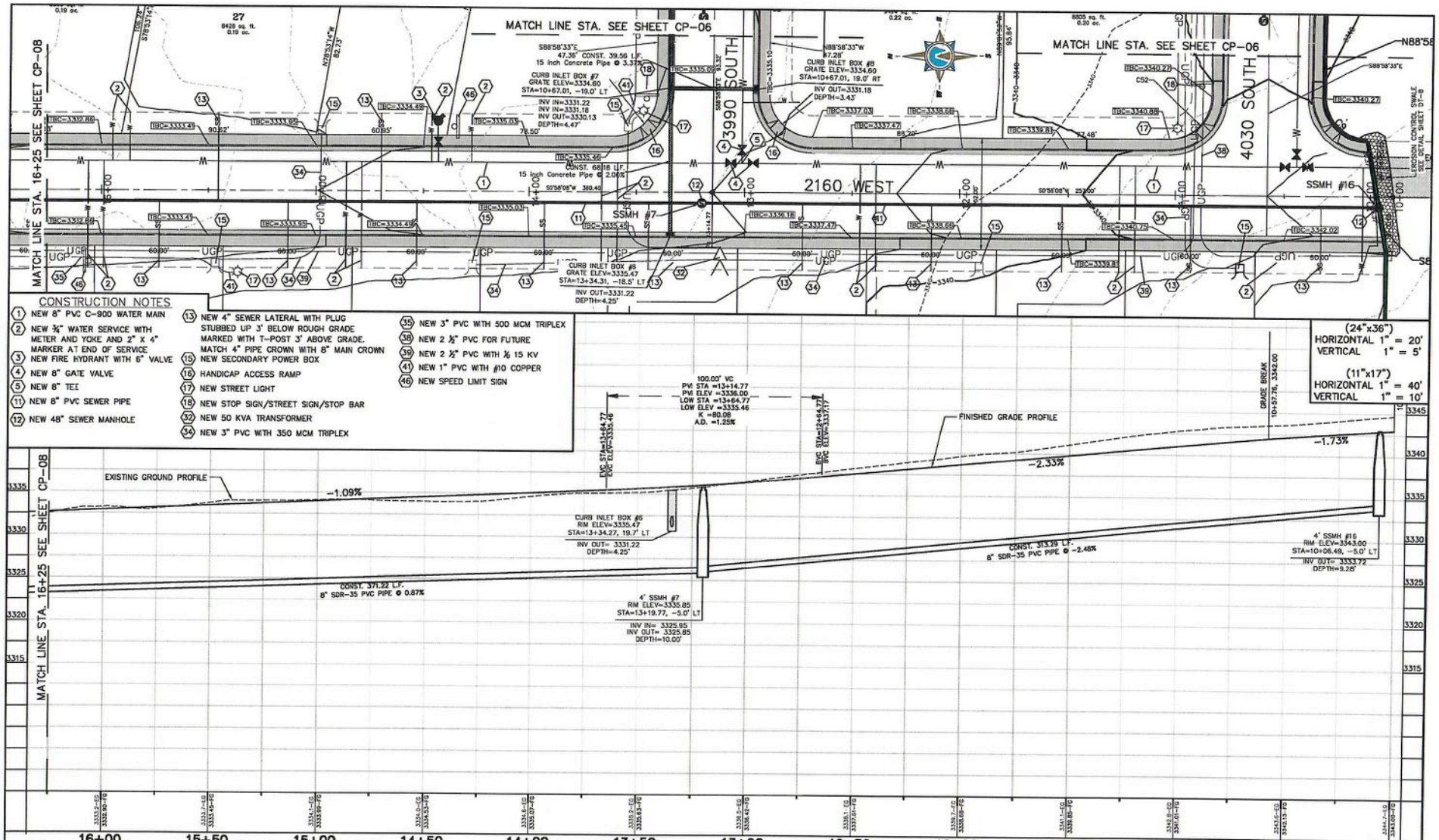
K:\3-16-052-00 SPLSB\BY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-06.dwg 3/16/2021 11:45 AM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

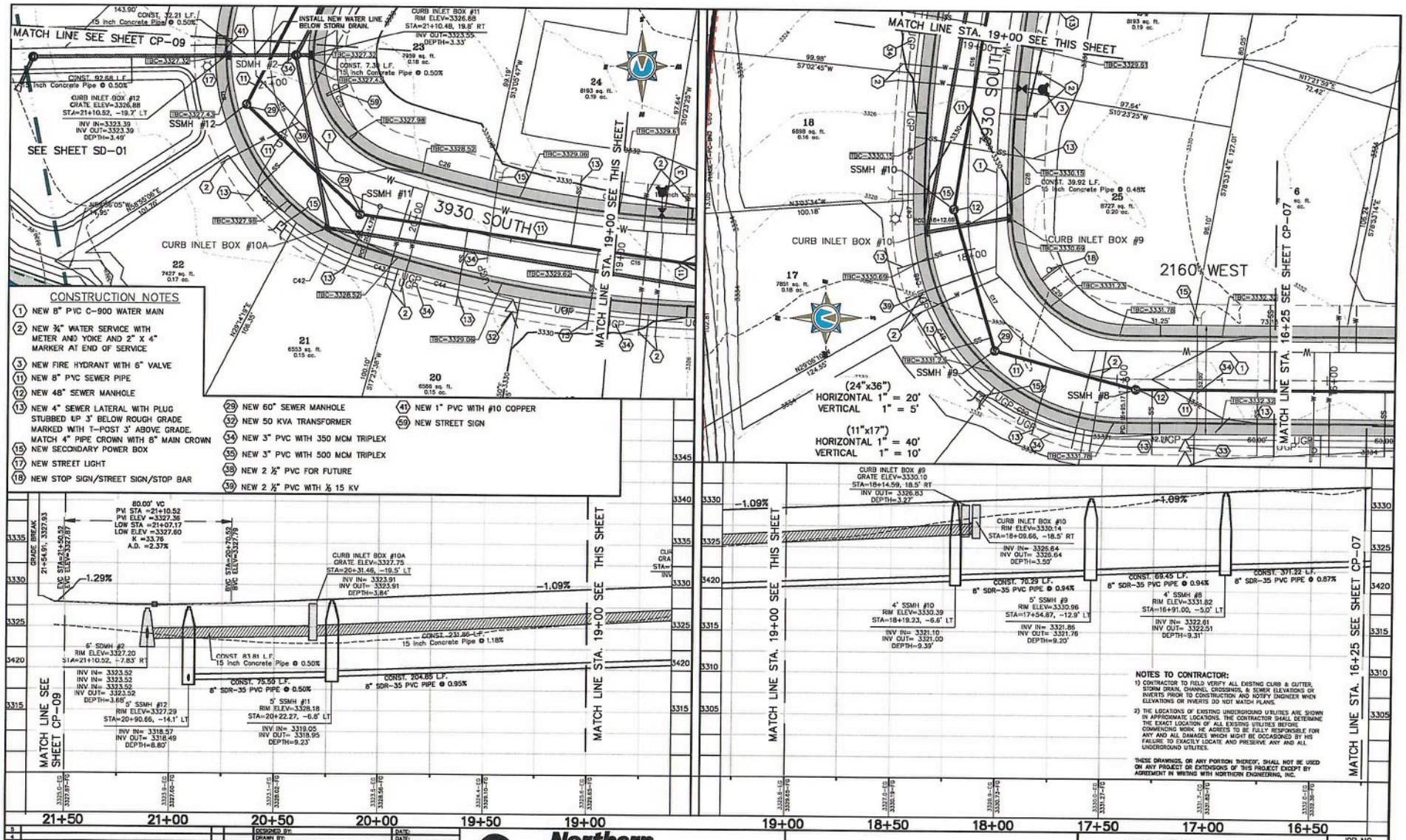
CORDERO PHASE ONE

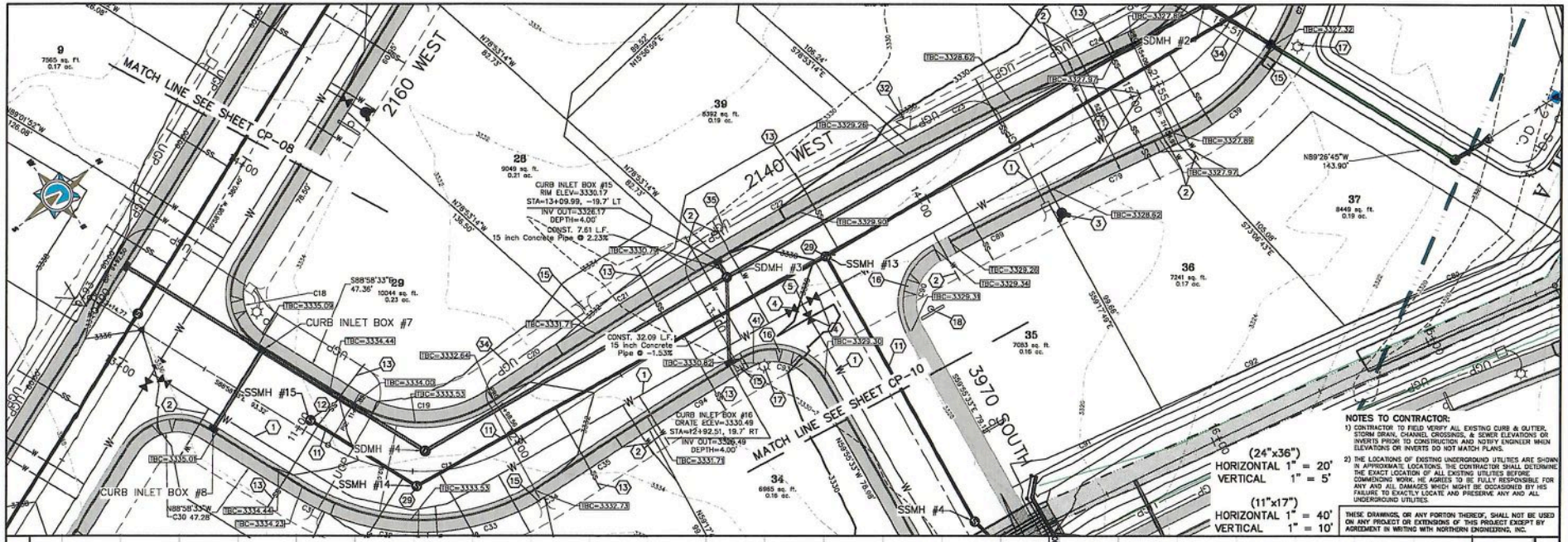
4030 SOUTH ROAD
HURRICANE, UTAH

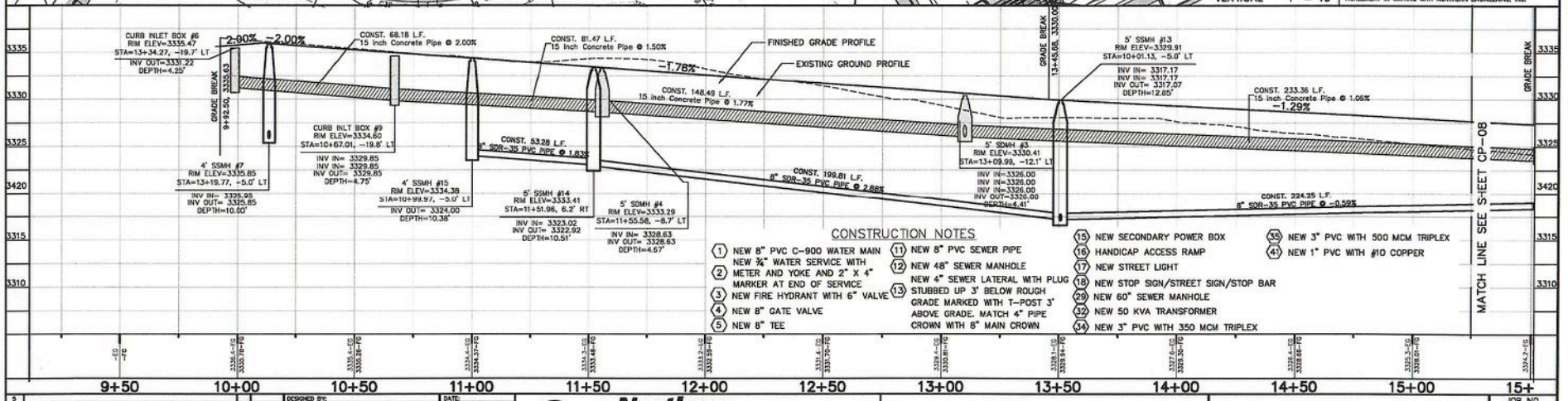
JOB NO. 16-052
SHEET NO. CP-06


MATCH LINE STA. SEE SHEET CP-06
MATCH LINE STA. 16+25 SEE SHEET CP-08
3990 SOUTH
4030 SOUTH
2160 WEST
SSMH #7
SSMH #16
CONSTRUCTION NOTES
1 NEW 8" PVC C-900 WATER MAIN
2 NEW ¾" WATER SERVICE WITH METER AND YOKE AND 2" x 4" MARKER AT END OF SERVICE
3 NEW FIRE HYDRANT WITH 6" VALVE
4 NEW 8" GATE VALVE
5 NEW 8" TEE
11 NEW 8" PVC SEWER PIPE
12 NEW 48" SEWER MANHOLE
13 NEW 4" SEWER LATERAL WITH PLUG STUBBED UP 3' BELOW ROUGH GRADE MARKED WITH T-POST 3' ABOVE GRADE. MATCH 4" PIPE CROWN WITH 8" MAIN CROWN
15 NEW SECONDARY POWER BOX
16 HANDICAP ACCESS RAMP
17 NEW STREET LIGHT
18 NEW STOP SIGN/STREET SIGN/STOP BAR
32 NEW 50 KVA TRANSFORMER
34 NEW 3" PVC WITH 350 MCM TRIPLEX
35 NEW 3" PVC WITH 500 MCM TRIPLEX
38 NEW 2 ½" PVC FOR FUTURE
39 NEW 2 ½" PVC WITH ⅓ 15 KV
41 NEW 1" PVC WITH #10 COPPER
46 NEW SPEED LIMIT SIGN
(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'
(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'
EXISTING GROUND PROFILE
FINISHED GRADE PROFILE
-1.09%
-2.33%
-1.73%
CONST. 371.22 L.F. 8" SDR-35 PVC PIPE @ 0.87%
CONST. 313.29 L.F. 8" SDR-35 PVC PIPE @ -2.46%
4" SSMH #7 RIM ELEV=3335.85 STA=13+19.77, -5.0' LT INV IN= 3325.95 INV OUT= 3325.85 DEPTH=10.00'
4" SSMH #16 RIM ELEV=3343.00 STA=10+06.49, -5.0' LT INV OUT= 3333.72 DEPTH=9.28'
CURB INLET BOX #6 RIM ELEV=3335.47 STA=13+34.27, 19.7' LT INV OUT= 3331.22 DEPTH=4.25'
16+00
15+50
15+00
14+50
14+00
13+50
13+00
12+50
12+00
11+50
11+00
10+50
10+00
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT
1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992
CORDERO PHASE ONE
2160 WEST
HURRICANE, UTAH
JOB NO. 16-052
SHEET NO. CP-07

RVD - 083


MATCH LINE SEE SHEET CP-09
SEE SHEET SD-01
3930 SOUTH
2160 WEST
MATCH LINE STA. 19+00 SEE THIS SHEET
MATCH LINE STA. 16+25 SEE SHEET CP-07
CURB INLET BOX #10A
CURB INLET BOX #10
CURB INLET BOX #9
SSMH #11
SSMH #12
SSMH #10
SSMH #9
SSMH #8
SDMH #2
(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'
(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'
CONSTRUCTION NOTES
1 NEW 8" PVC C-900 WATER MAIN
2 NEW ¾" WATER SERVICE WITH METER AND YOKE AND 2" X 4" MARKER AT END OF SERVICE
3 NEW FIRE HYDRANT WITH 6" VALVE
11 NEW 8" PVC SEWER PIPE
12 NEW 48" SEWER MANHOLE
13 NEW 4" SEWER LATERAL WITH PLUG STUBBED UP 3' BELOW ROUGH GRADE MARKED WITH T-POST 3' ABOVE GRADE. MATCH 4" PIPE CROWN WITH 8" MAIN CROWN
15 NEW SECONDARY POWER BOX
17 NEW STREET LIGHT
18 NEW STOP SIGN/STREET SIGN/STOP BAR
29 NEW 60" SEWER MANHOLE
32 NEW 50 KVA TRANSFORMER
34 NEW 3" PVC WITH 350 MCM TRIPLEX
35 NEW 3" PVC WITH 500 MCM TRIPLEX
38 NEW 2 ½" PVC FOR FUTURE
39 NEW 2 ½" PVC WITH ⅛ 15 KV
41 NEW 1" PVC WITH #10 COPPER
59 NEW STREET SIGN
NOTES TO CONTRACTOR:
1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT
1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992
CORDERO PHASE ONE
2160 WEST-3930 SOUTH
HURRICANE, UTAH
JOB NO. 16-052
SHEET NO. CP-08





CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
2. NEW ¾" WATER SERVICE WITH METER AND YOKE AND 2" X 4" MARKER AT END OF SERVICE
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
11. NEW 8" PVC SEWER PIPE
12. NEW 48" SEWER MANHOLE
13. NEW 4" SEWER LATERAL WITH PLUG STUBBED UP 3' BELOW ROUGH GRADE MARKED WITH T-POST 3' ABOVE GRADE. MATCH 4" PIPE CROWN WITH 8" MAIN CROWN
15. NEW SECONDARY POWER BOX
16. HANDICAP ACCESS RAMP
17. NEW STREET LIGHT
18. NEW STOP SIGN/STREET SIGN/STOP BAR
29. NEW 60" SEWER MANHOLE
32. NEW 50 KVA TRANSFORMER
34. NEW 3" PVC WITH 350 MCM TRIPLEX
35. NEW 3" PVC WITH 500 MCM TRIPLEX
41. NEW 1" PVC WITH #10 COPPER

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
ISSUED FOR: DATE:
REV. ISSUED FOR: DATE:

K:\3-16-052-00 SPILSBURY-COPPER BODY\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-09.dwg 2/11/2021 12:02 PM

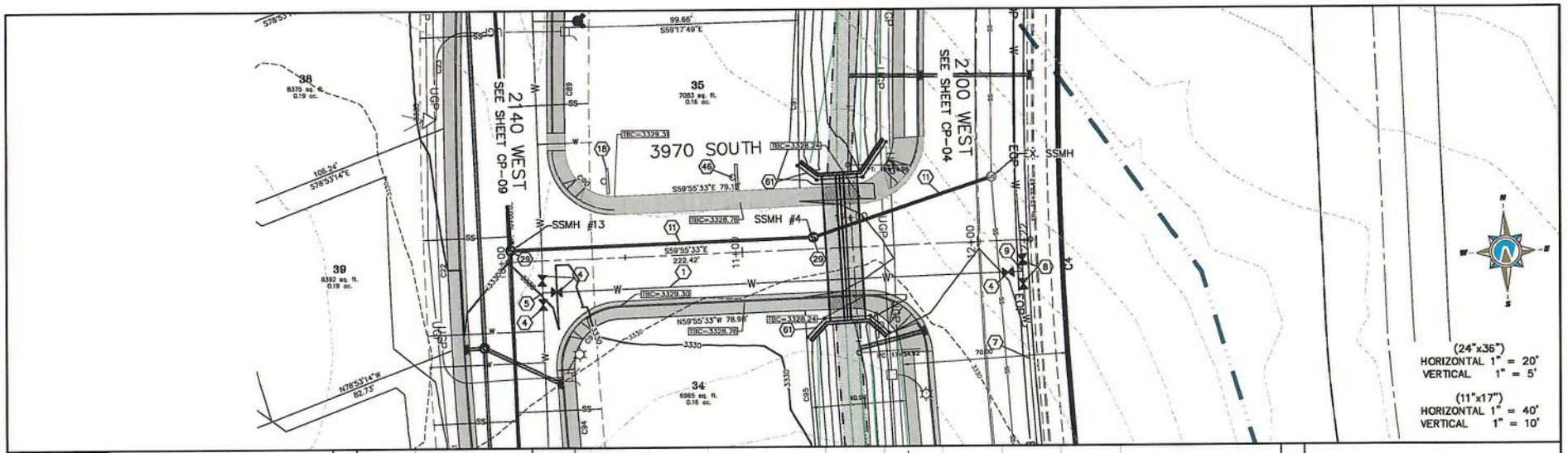
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

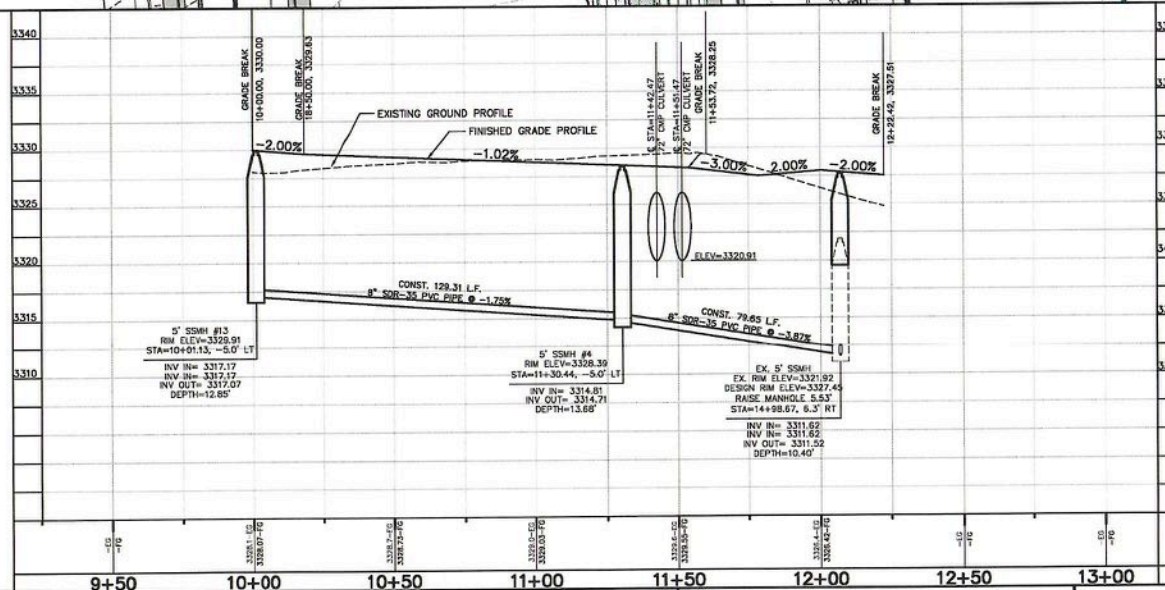
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

2140 WEST ROAD
HURRICANE, UTAH

JOB NO. 16-052
SHEET NO. CP-09





CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
4. NEW 8" GATE VALVE
5. NEW 8" TEE
7. NEW 12" POLY-WRAPPED DI WATER MAIN
8. NEW 12" BUTTERFLY VALVE
9. NEW 12" X 8" TEE
11. NEW 8" PVC SEWER PIPE
12. NEW 48" SEWER MANHOLE
18. NEW STOP SIGN/STREET SIGN/STOP BAR
29. NEW 60" SEWER MANHOLE
46. NEW SPEED LIMIT SIGN
61. NEW METAL HANDRAIL SEE DT-02

NOTE: EXISTING SEWER MANHOLE LIDS TO BE RAISED OR LOWERED TO FINAL ROADWAY DESIGN GRADES. ALL MANHOLE LIDS TO BE RAISED OR LOWERED MORE THAN 1-FOOT WILL NEED TO USE MANHOLE SECTIONS TO MAKE ADJUSTMENTS. ALL SEWER MANHOLES AND WATER VALVES TO HAVE CONCRETE COLLAR AS PER DETAILS.

NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.

2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODD FILE: DATE:
REV. CODD FILE: DATE:

K:\3-16-052-00 SPILSBURY-COPPER BOOK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-10.dwg 1/5/2021 3:41 PM

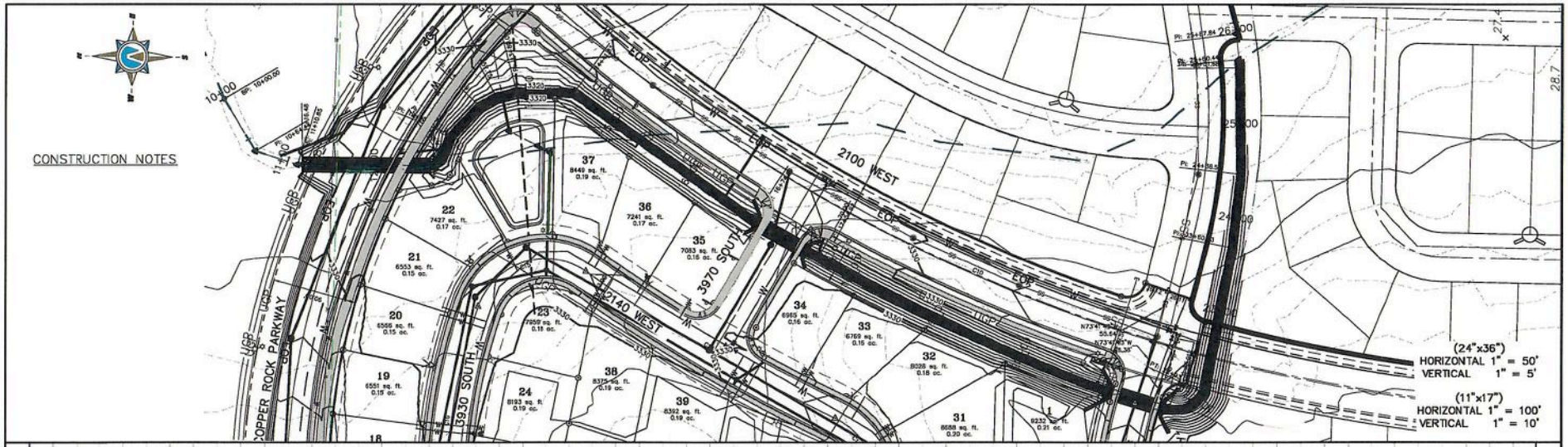
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

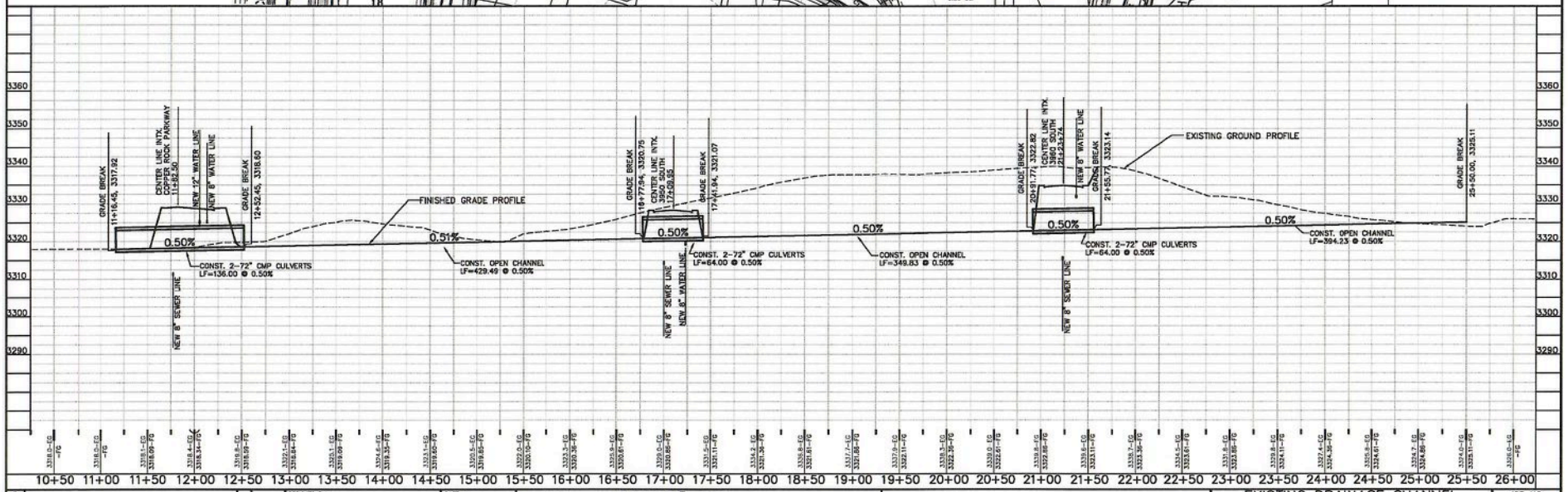
CORDERO PHASE ONE

3970 SOUTH ROAD
HURRICANE, UTAH

JOB NO. 16-052
SHEET NO. CP-10

CONSTRUCTION NOTES





NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODO FILE: DATE:
REV. CODO FILE: DATE:

C:\13-16-052-00 SPLISBY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-11.dwg 1/3/2021 12:37 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

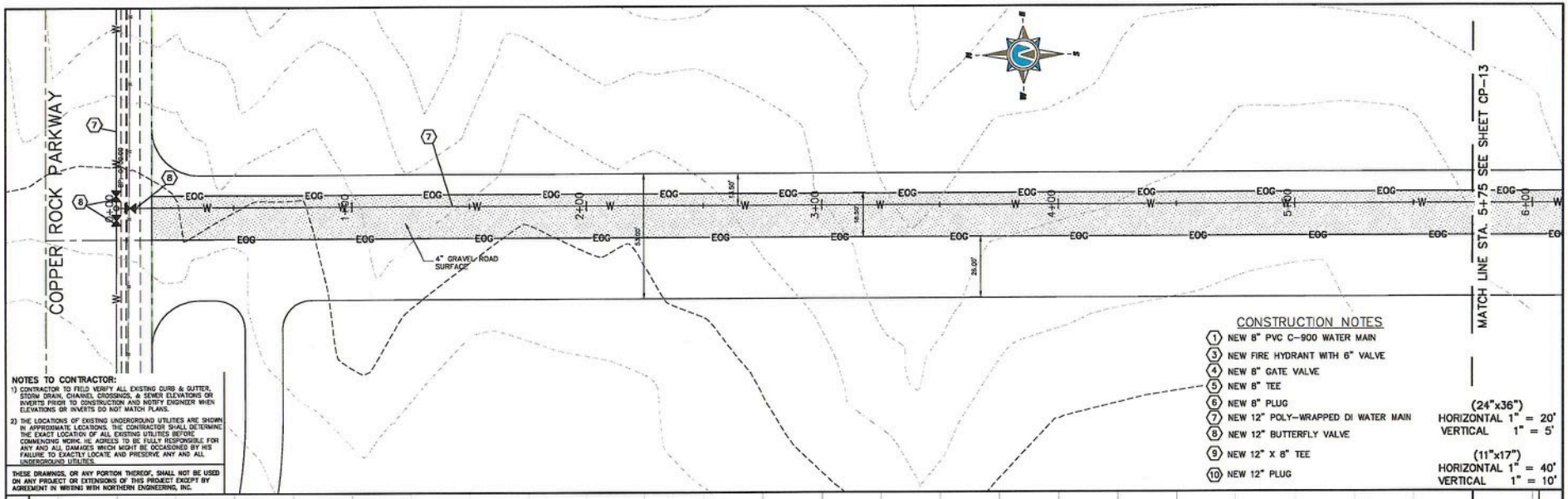
CORDERO PHASE ONE

EXISTING DRAINAGE CHANNEL RELOCATION

HURRICANE, UTAH

JOB NO. 16-052

SHEET NO. CP-11



NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.

2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

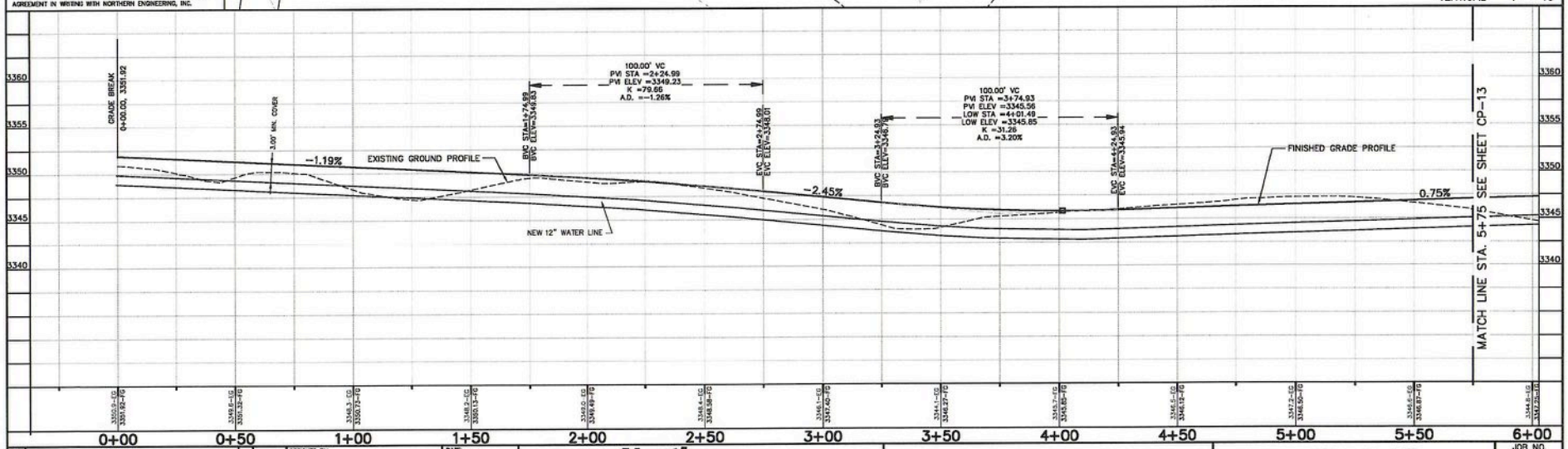
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
6. NEW 8" PLUG
7. NEW 12" POLY-WRAPPED DI WATER MAIN
8. NEW 12" BUTTERFLY VALVE
9. NEW 12" X 8" TEE
10. NEW 12" PLUG

(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODO FILE: DATE:
REV. CODO FILE: DATE:

c:\13-18-052-00_SPLISBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-12A.dwg 4/8/2021 3:24 PM

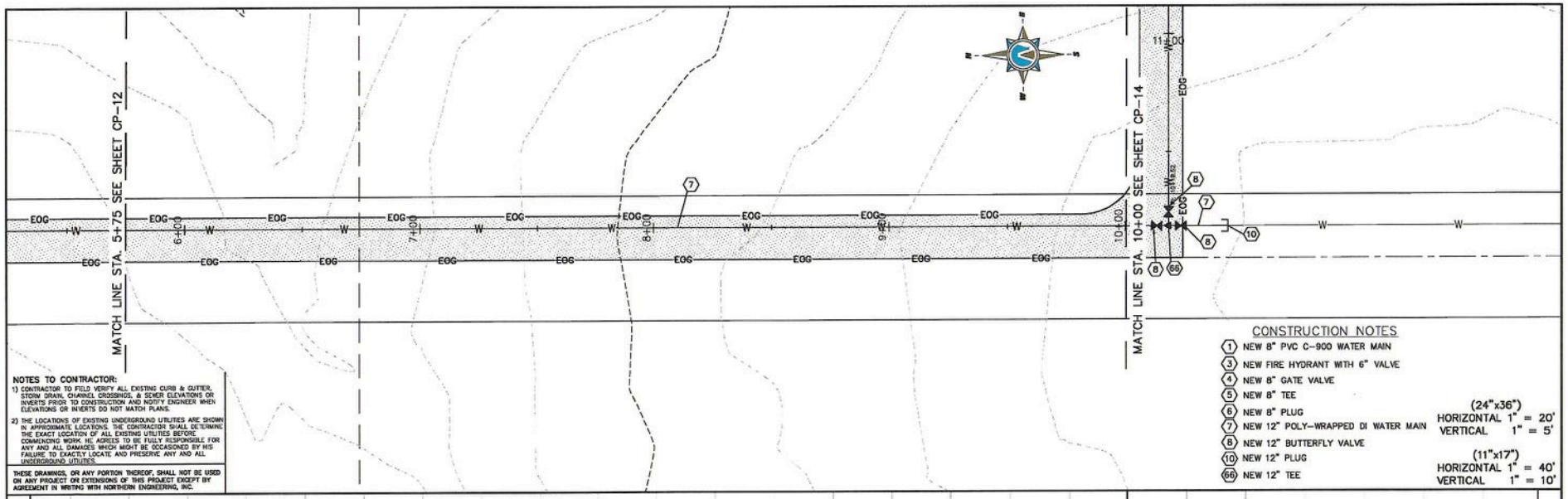
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

WATER LINE LOOP
HURRICANE, UTAH

JOB NO. 16-052
SHEET NO. CP-12



NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.

2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

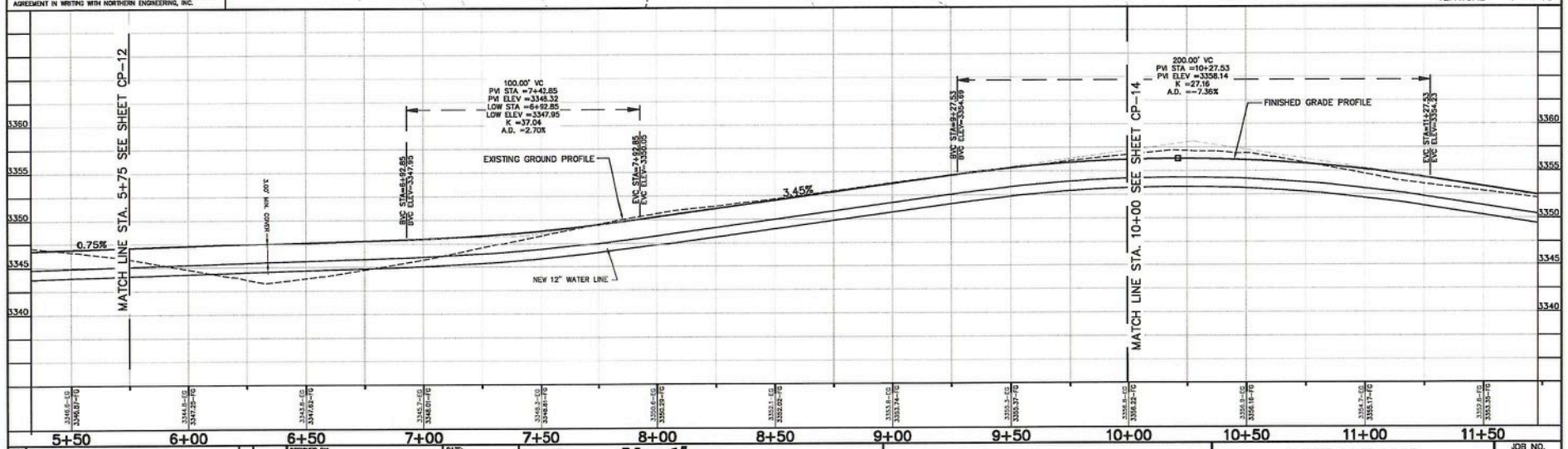
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
6. NEW 8" PLUG
7. NEW 12" POLY-WRAPPED DI WATER MAIN
8. NEW 12" BUTTERFLY VALVE
10. NEW 12" PLUG
66. NEW 12" TEE

(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODO FILE: DATE:
REV. CODO FILE: DATE:

N:\3-16-052-00 SPLSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-13A.dwg 4/8/2021 3:15 PM

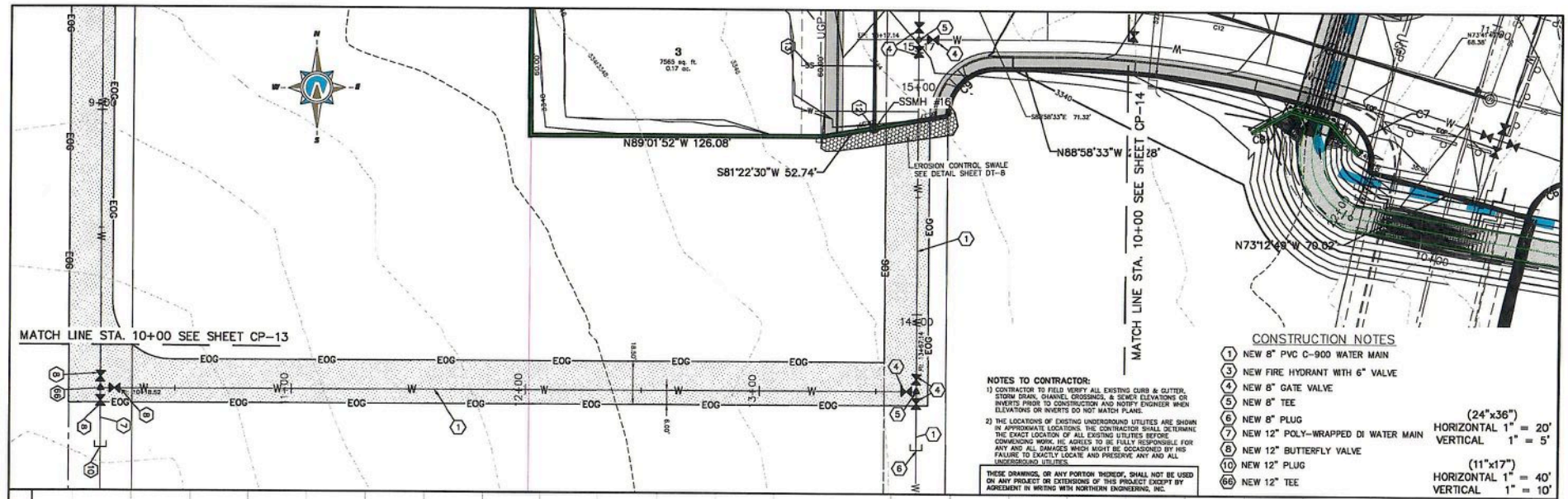
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

WATER LINE LOOP
HURRICANE, UTAH

JOB NO. 16-052
SHEET NO. CP-13



NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.

2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

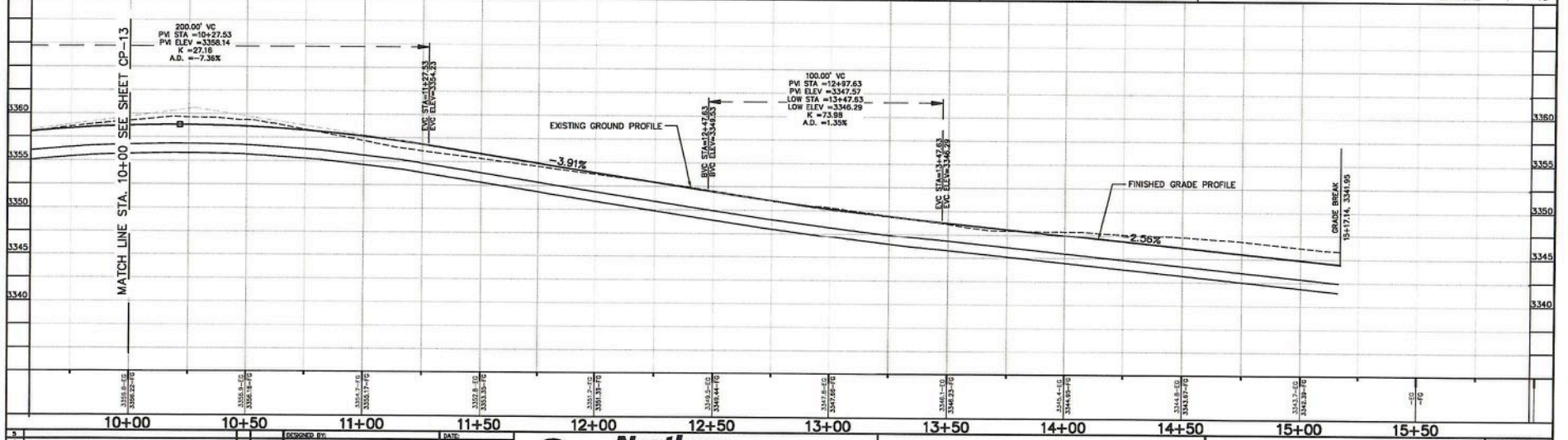
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
6. NEW 8" PLUG
7. NEW 12" POLY-WRAPPED DI WATER MAIN
8. NEW 12" BUTTERFLY VALVE
10. NEW 12" PLUG
66. NEW 12" TEE

(24"x36")
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

(11"x17")
HORIZONTAL 1" = 40'
VERTICAL 1" = 10'



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-144.dwg 4/6/2021 4:03 PM

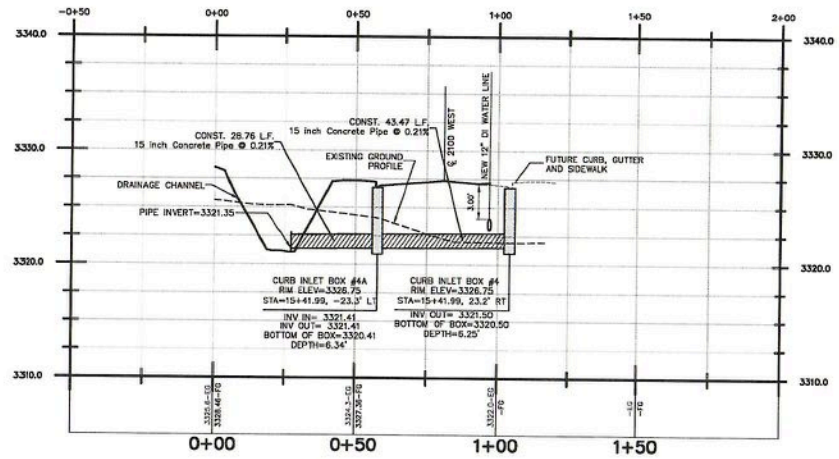
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

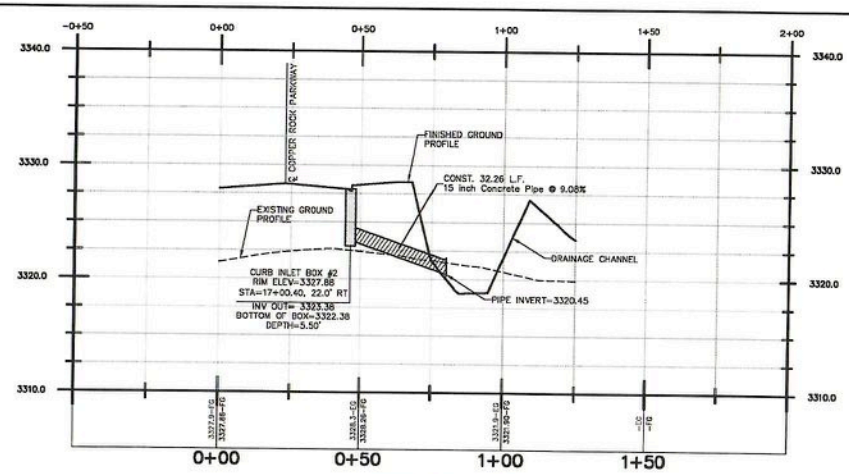
CORDERO PHASE ONE

WATER LINE LOOP
HURRICANE, UTAH

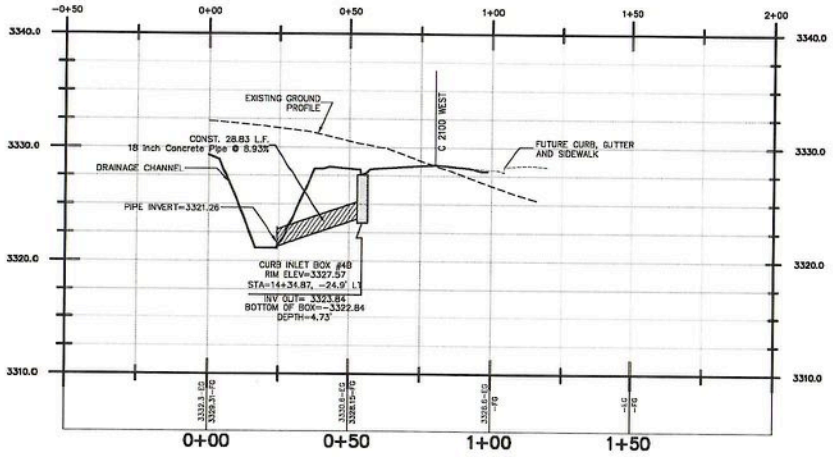
JOB NO. 16-052
SHEET NO. CP-14



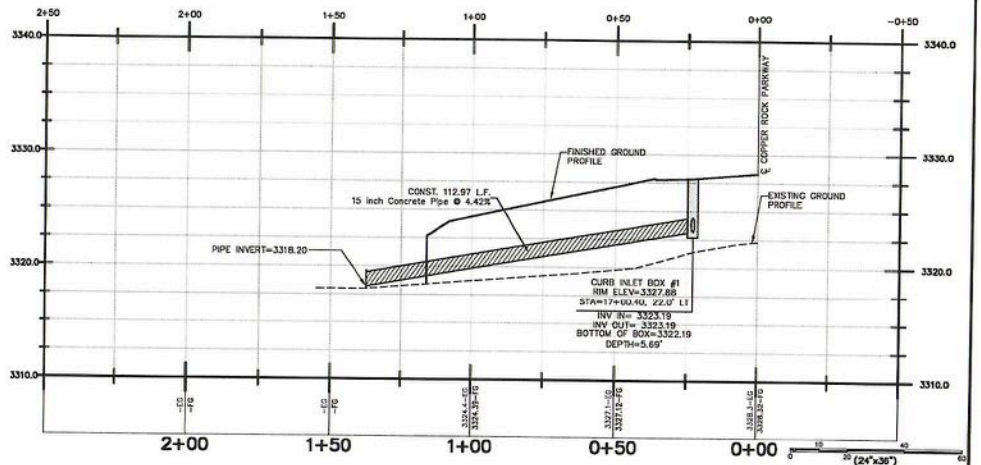
STORM DRAIN OUTLET
2100 WEST
STA=15+41.99



STORM DRAIN OUTLET
COPPER ROCK PARKWAY
STA=17+00.40 SOUTH



STORM DRAIN OUTLET
2100 WEST
STA=14+34.87



STORM DRAIN OUTLET
COPPER ROCK PARKWAY
STA=17+00.40 NORTH

(24"x36") SCALE 1" = 20'
(11"x17") SCALE 1" = 40'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CADD FILE: DATE:
REV. CADD FILE: DATE:

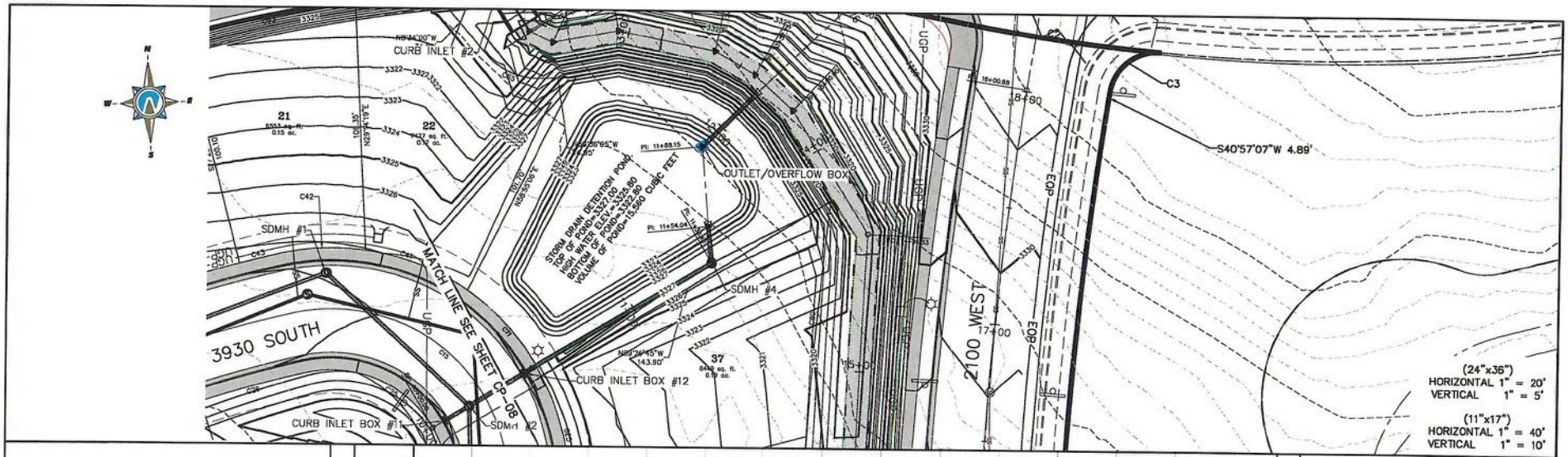
K:\3-16-052-00 SPLSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\PHASE ONE-CP-15.dwg 4/14/2021 10:41 AM

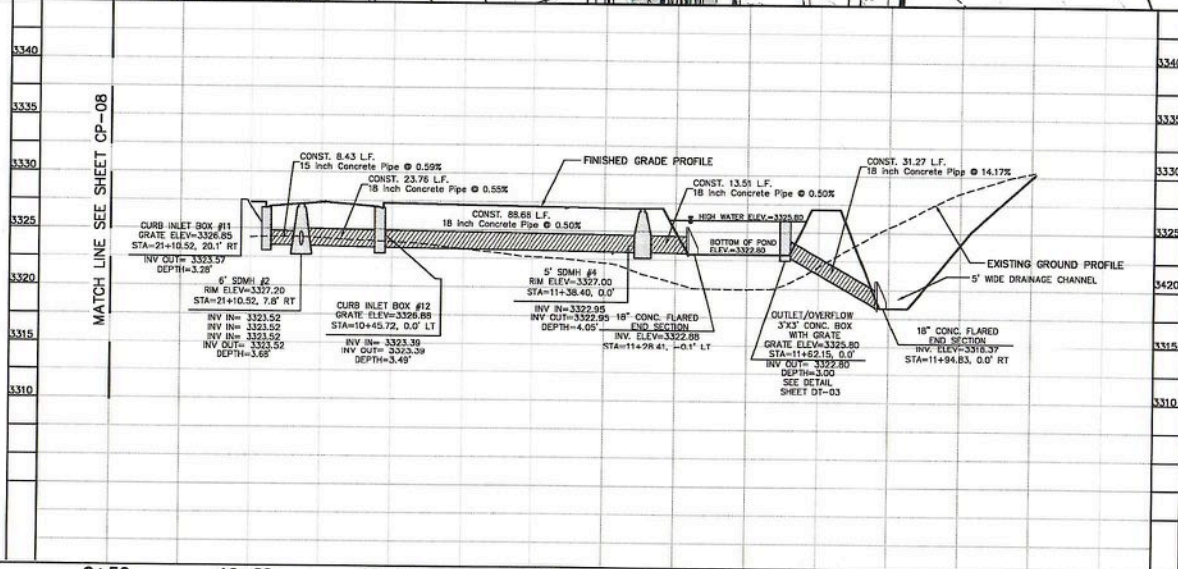
Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

STORM DRAIN OUTLETS
HURRICANE, UTAH

JOB NO. 3-16-052
SHEET NO. CP-15





NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL, CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.

2) THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
CODD FILE:	DATE:
REV. CODD FILE:	DATE:

A:\15-16-052-00 SPLSBURY-CORDERO ROCK\CADD\2020 DESIGN\PHASE ONE\0020-PHASE 1 SD-POND-11-30-20.dwg 1/8/2021 1:34 PM

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

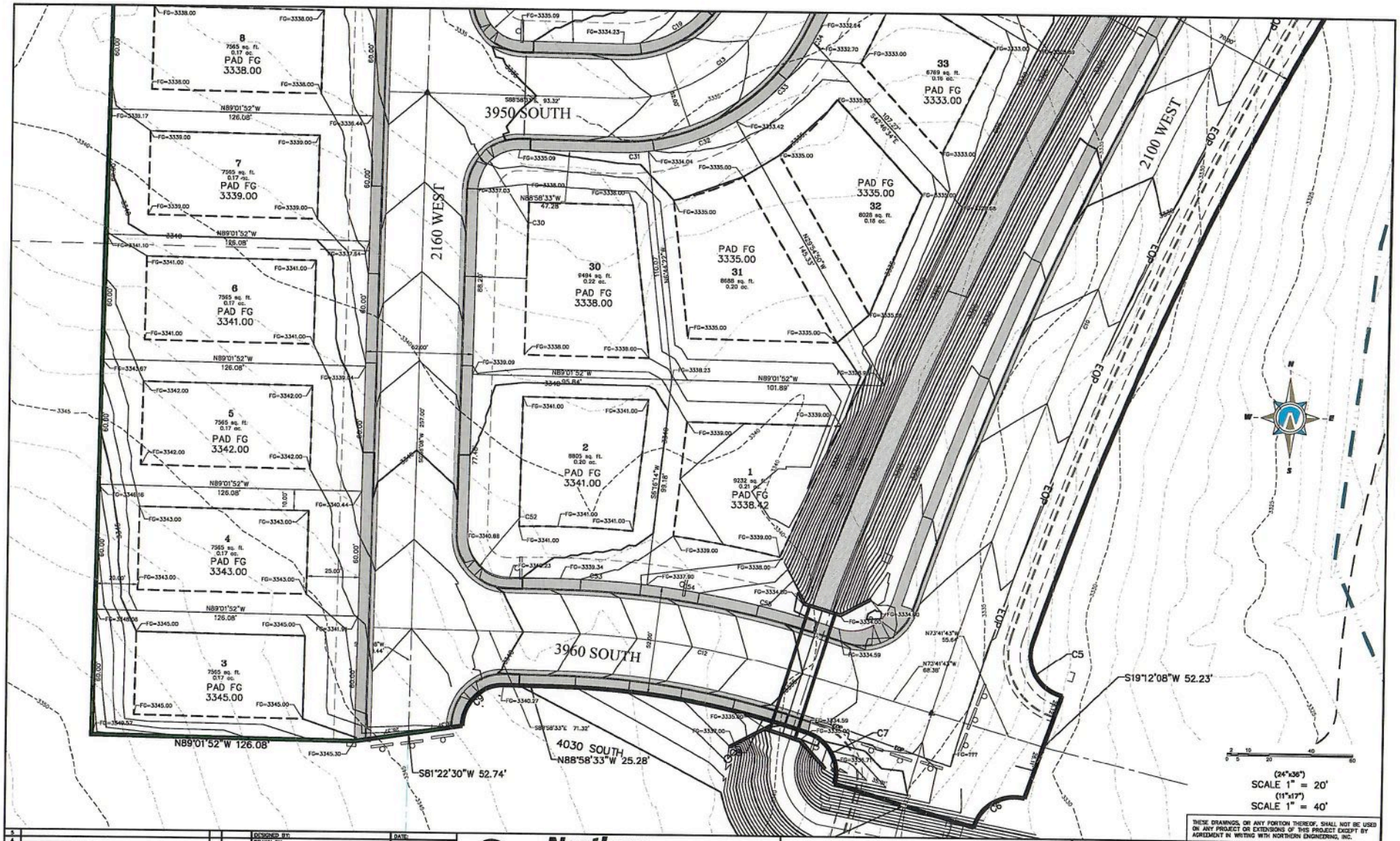
CORDERO PHASE ONE

STORM DRAIN DETENTION POND

HURRICANE, UTAH

JOB NO. 15-052

SHEET NO. SD-01



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

C:\3-16-052-CO SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\2020-PHASE 1 GRADE BASE-12-11-20.dwg

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
CODD FILE:	DATE:
REV. CODD FILE:	DATE:

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

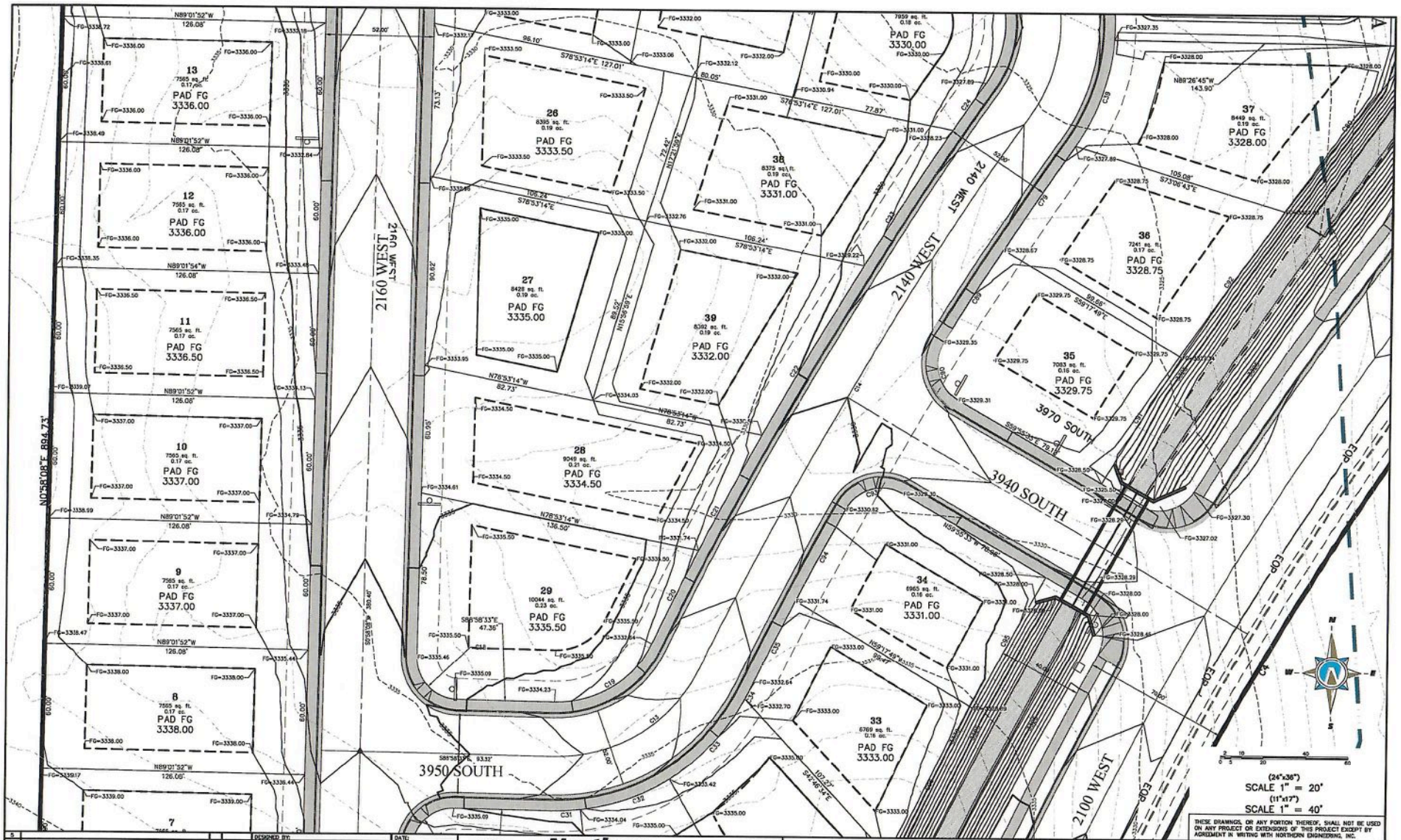
CORDERO PHASE ONE

LOT GRADING PLAN SHEET 1

HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. GR-01



THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:		DATE:
DRAWN BY:		DATE:
CHECKED BY:		DATE:
APPROVED:		DATE:
CADD FILE:		DATE:
REV. CADD FILE:		DATE:

A:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\2020-PHASE 1 GRADE BASE-12-11-20.dwg

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

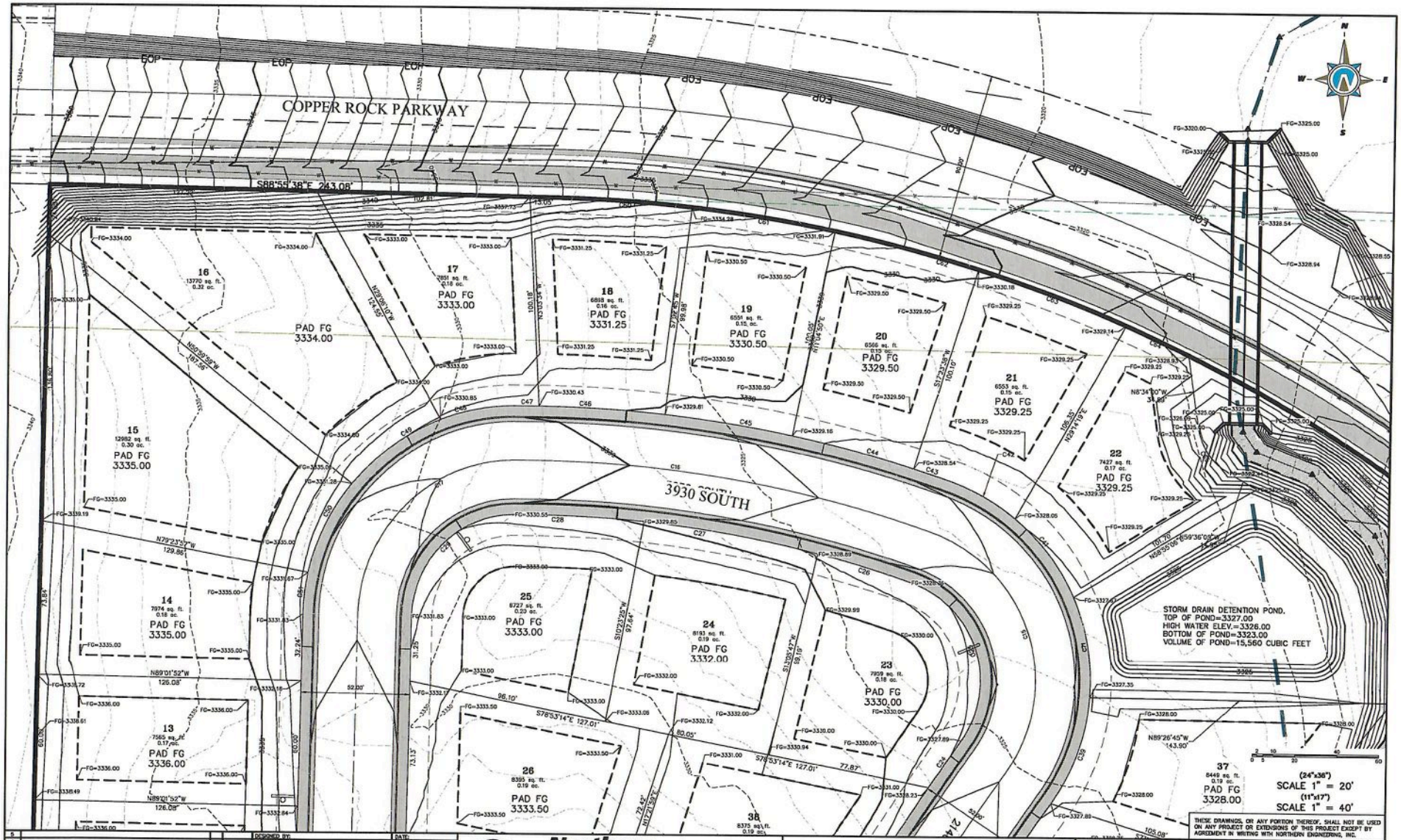
LOT GRADING PLAN SHEET 2

HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. GR-02

RVD - 094



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODD FILE: DATE:
REV. CODD FILE: DATE:

J:\3-16-052-02 SPL SURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\2020-PHASE 1 GRADE BASE-12-11-20.dwg

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE ONE

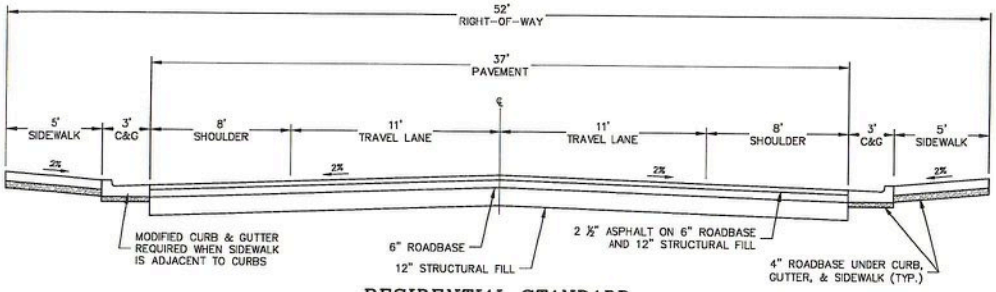
LOT GRADING PLAN SHEET 3

HURRICANE, UTAH

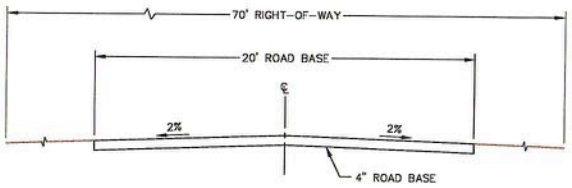
JOB NO. 3-16-052

SHEET NO. GR-03

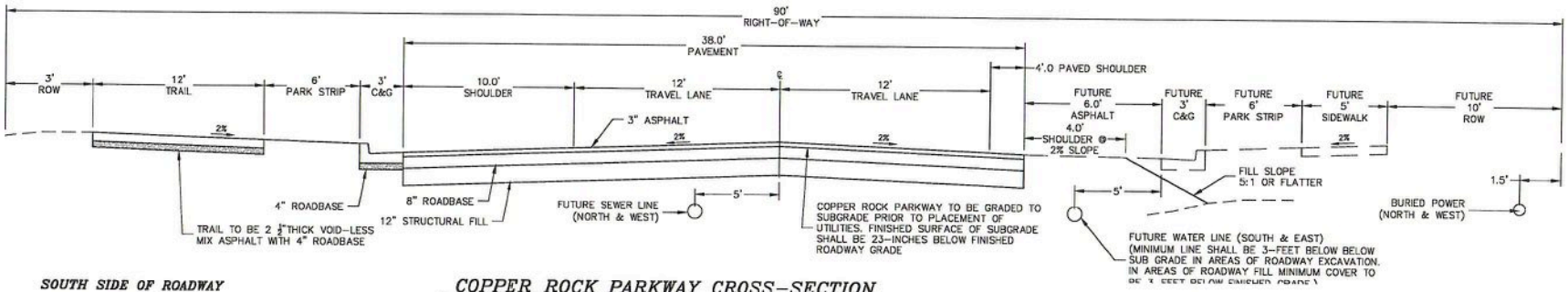
THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



RESIDENTIAL STANDARD CROSS-SECTION



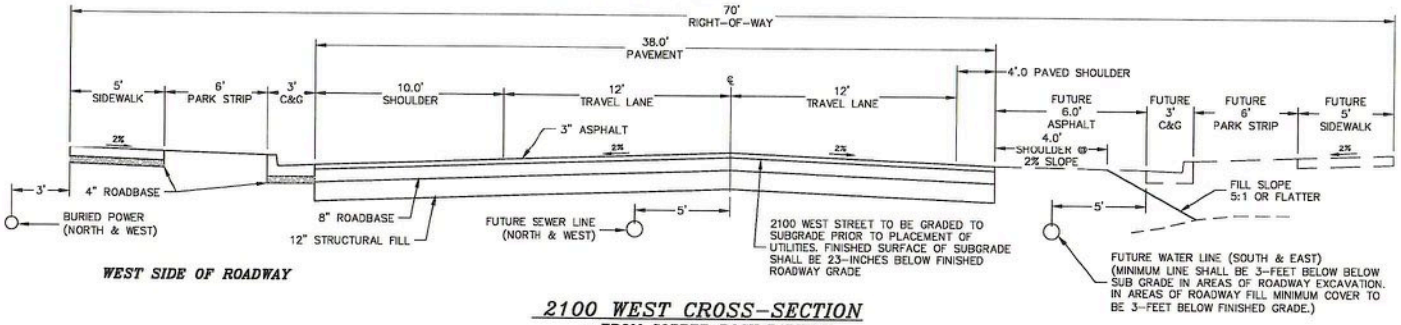
2600 WEST STREET SECOND ACCESS CROSS-SECTION



SOUTH SIDE OF ROADWAY

COPPER ROCK PARKWAY CROSS-SECTION

• FROM 2100 W TO WEST SIDE OF CORDERO PHASE 1



WEST SIDE OF ROADWAY

2100 WEST CROSS-SECTION

• FROM COPPER ROCK PARKWAY TO 3960 SOUTH (2100 WEST)

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:		DATE:
DRAWN BY:		DATE:
CHECKED BY:		DATE:
APPROVED:		DATE:
CODD FILE:		DATE:
REV. CODD FILE:		DATE:

K:\3-16-052-00 SPLSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\DETAILS-2.dwg 5/21/2021 11:20 AM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

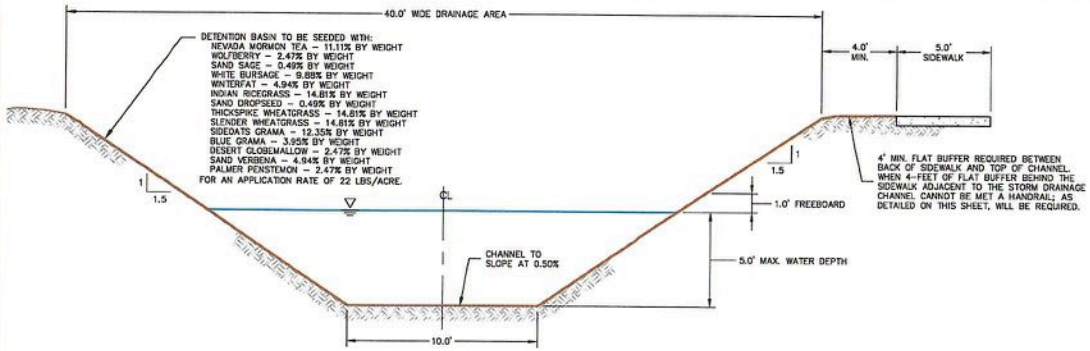
CORDERO PHASE I

ROAD CROSS-SECTIONS

HURRICANE, UTAH

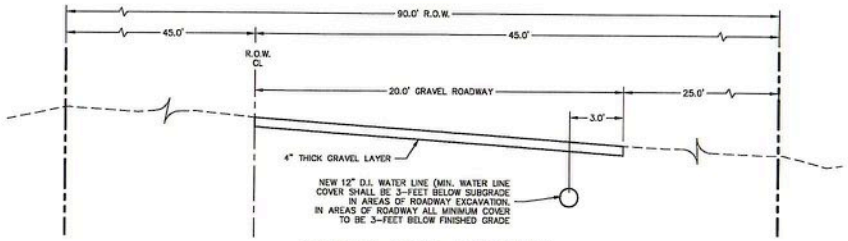
JOB NO. 03-16-052

SHEET NO. DT-01



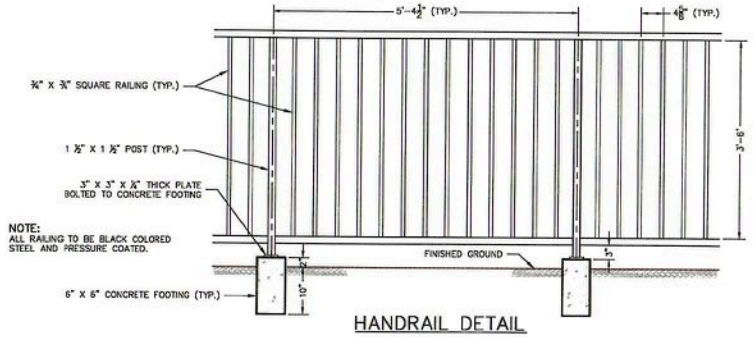
DRAINAGE CHANNEL CROSS-SECTION

-NTS-



COPPER ROCK PARKWAY

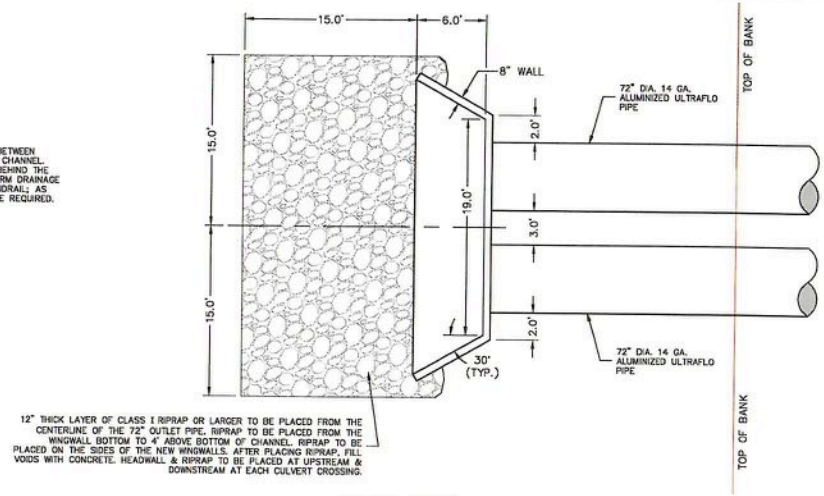
FROM 2100 WEST INTERSECTION TO COPPER ROCK SUBDIVISION



NOTE:
ALL RAILING TO BE BLACK COLORED STEEL AND PRESSURE COATED.

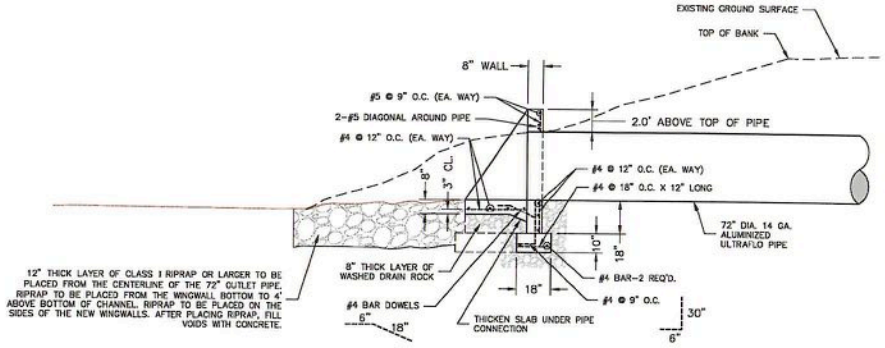
HANDRAIL DETAIL

-NTS-



PLAN VIEW

-NTS-



SECTION VIEW

-NTS-

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
CODO FILE:	DATE:
REV. CODO FILE:	DATE:

G:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE TWO\DT-2 DETAILS.dwg 1/27/2021 2:53 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

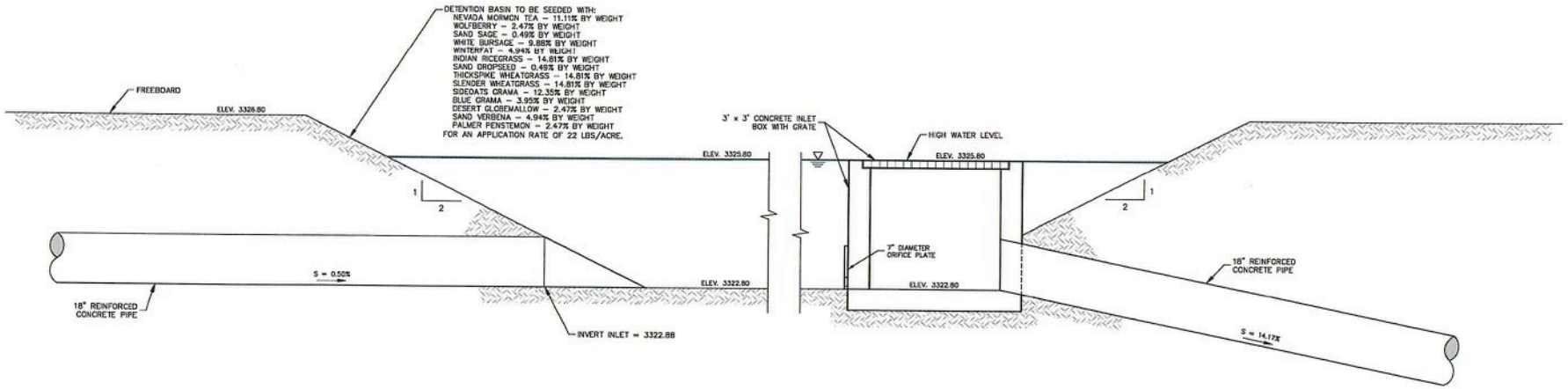
CORDERO PHASE I
PLAT A SUBDIVISION

CULVERT DETAILS

HURRICANE, UTAH

JOB NO. 03-16-052

SHEET NO. DT-2



THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUSE CONSULTANTS, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
COGO FILE:	DATE:
REV. COGO FILE:	DATE:

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\DET POND DETAILS.dwg 12/14/2020 2:12 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

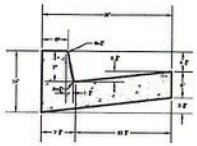
CORDERO PHASE ONE

DETENTION POND DETAILS

HURRICANE, UTAH

JOB NO. 3-16-052

SHEET NO. DT-03



NOTE: ALL CONCRETE TO BE CLASS "A" CONCRETE

STANDARD CURB & GUTTER (TYPE HB30-7)

N.T.S.

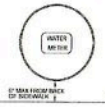
CITY OF HURRICANE

STANDARD CURB & GUTTER DETAILS

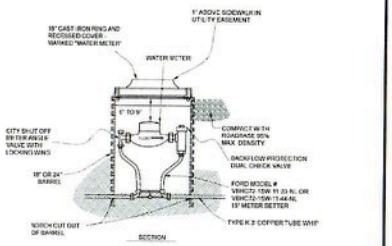
STANDARD DWG. NO. 100 1 OF 1

APPROVED:

DATE: 4-13-06 BY: N.C.L.



PLAN VIEW



WATER METER BOX

N.T.S.

CITY OF HURRICANE

WATER METER BOX DETAILS

STANDARD DWG. NO. WD 303-3 2 OF 4

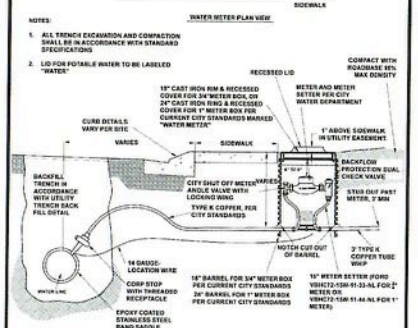
APPROVED:

DATE: 8/03/20 BY: H.C.E.

WATER METER PLAN VIEW

NOTES:

1. ALL TRENCH EXCAVATION AND COMPACTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS
2. LID FOR POTABLE WATER TO BE LABELED "WATER"



3/4" AND 1" WATER SERVICE AND METER

N.T.S.

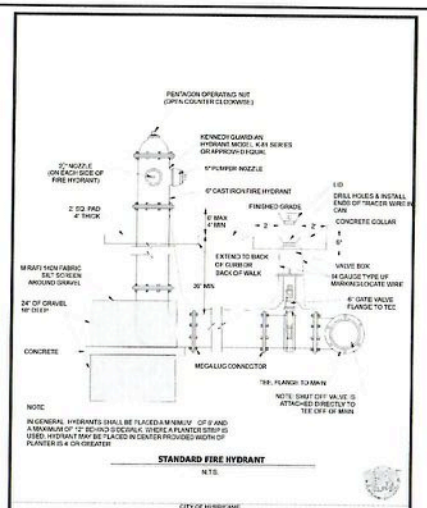
CITY OF HURRICANE

3/4" AND 1" WATER SERVICE AND METER

STANDARD DWG. NO. WD 303-3 1 OF 4

APPROVED:

DATE: 8/3/2020 BY: H.C.E.



STANDARD FIRE HYDRANT

N.T.S.

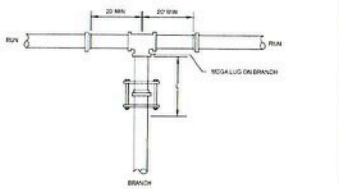
CITY OF HURRICANE

STANDARD FIRE HYDRANT DETAILS

STANDARD DWG. NO. WD 302 1 OF 1

APPROVED:

DATE: APRIL 2020 BY: H.C.E.



BRANCH SIZE \ RUN SIZE (DIAMETER)	4	6	8	10	12	14	16	18	20	24
4	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*
8			*	*	*	*	*	*	*	*
10				10	*	*	*	*	*	*
12					26	12	*	*	*	*
14						44	16	17	3	*
16							61	48	35	10
18								77	65	41
20									93	70
24										124

* - FOR THIS COND IRON NEED ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

RESTRAINED LENGTHS, "L" (IN FEET)

1. RESTRAIN THE TWO MECHANICAL JOINTS ON THE RUN SIDES OF THE TEE. THERE SHOULD BE A FULL 20' LENGTH OF PIPE INSTALLED ON EACH SIDE OF THE RUN.
2. ALL JOINTS WITHIN THE LENGTH "L" ON THE BRANCH MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS ON PUSH-ON PIPE PER CITY SPECIFICATION.
3. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS

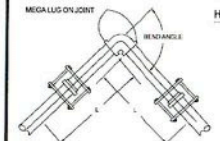
CITY OF HURRICANE ENGINEERING

STANDARD TEE FOR PVC RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 306 1 OF 1

APPROVED:

DATE: OCT 2020 BY: H.C.E.

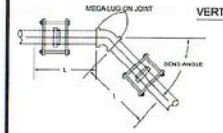


HORIZONTAL BEND

1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

BEND ANGLE \ SIZE DIAMETER	4	6	8	10	12	14	16	18	20
11.25	2	3	4	5	6	6	7	8	8
22.5	4	6	8	9	11	12	14	15	17
45	8	12	16	19	22	25	28	31	34
90	20	28	37	44	52	60	67	74	81

RESTRAINED LENGTHS "L" (IN FEET)



VERTICAL DOWN BEND

1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

BEND ANGLE \ SIZE DIAMETER	4	6	8	10	12	14	16	18	20
11.25	6	8	11	13	15	18	20	22	24
22.5	12	17	22	26	31	35	39	44	48
45	24	34	45	53	63	72	81	90	99

RESTRAINED LENGTHS "L" (IN FEET)

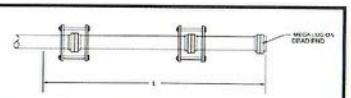
CITY OF HURRICANE ENGINEERING

STANDARD BENDS FOR PVC RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 307 1 OF 1

APPROVED:

DATE: OCT 2020 BY: H.C.E.



1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

PIPE SIZE IN INCHES	4	6	8	10	12	14	16	18	20
	44	60	82	99	118	135	153	169	187

RESTRAINED LENGTHS "L" (IN FEET)

RESTRAINED JOINT LENGTHS USAGE GENERAL NOTES

RESTRAINED LENGTH CALCULATIONS ARE BASED ON THE FOLLOWING DESIGN TYPICALLY USED WITH BACKFILL IN ST. GEORGE

1. THREE (3) FEET MINIMUM DEPTH OF COVER
2. A SAFETY FACTOR OF 1.5
3. SOIL TYPE SANDY CLAY
4. TYPE 5 TRENCH COMPACTION FROM FOUR (4) INCHES MINIMUM UNDER THE PIPE TO THE CENTER LINE OF THE PIPE AND COMPACTED GRANULAR OR SELECTED MATERIAL FROM THE CENTER LINE OF THE PIPE TO THE TOP OF THE PIPE (90 PERCENT STANDARD PROCTOR DENSITY, AASHTO T-99)
5. 200 PSI TEST PRESSURES FOR FOUR (4) THROUGH SIXTEEN (16) INCH D.R. 21 PIPES

IF ACTUAL CONDITIONS DIFFER FROM THOSE LISTED ABOVE OR THE REQUIRED RESTRAINED LENGTH CANNOT BE MET THE RESTRAINED JOINT LENGTH SHALL BE DETERMINED BY THE WATER AND POWER ENGINEER

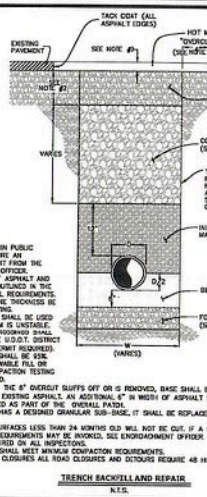
CITY OF HURRICANE ENGINEERING

STD. DEAD END/INLINE VALVE FOR PVC PIPE RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 308 1 OF 1

APPROVED:

DATE: OCT 2020 BY: H.C.E.



NOTES

1. ALL EXCAVATIONS WITHIN PUBLIC RIGHT-OF-WAY REQUIRE AN ENCROACHMENT PERMIT FROM THE CITY ENCROACHMENT OFFICER.
2. MINIMUM THICKNESS OF ASPHALT AND BASE SHALL BE AS OUTLINED IN THE ROADWAY STRUCTURAL REQUIREMENTS. IN NO CASE SHALL THE THICKNESS BE LESS THAN THE EXISTING.
3. FOUNDATION MATERIAL SHALL BE USED WHEN TRENCH BOTTOM IS UNSTABLE.
4. ALL STATE HIGHWAY CROSSINGS SHALL BE APPROVED BY THE U.D.O.T. DISTRICT ENGINEER (U.D.O.T. PERMIT REQUIRED).
5. MINIMUM COMPACTION SHALL BE 95%. WHEN APPROVED FLOWABLE FILL OR SLURRY IS USED COMPACTION TESTING WILL NOT BE REQUIRED.
6. WHEN MATERIAL UNDER THE 6" OVERCUT SUFFS OFF OR IS REMOVED, BASE SHALL BE COMPACTED TO THE BOTTOM LEVEL OF EXISTING ASPHALT. AN ADDITIONAL 6" IN WIDTH OF ASPHALT SHALL BE CUT, REMOVED AND REPLACED AS PART OF THE OVERALL PATCH.
7. WHERE ROAD SECTION HAS A DESIGNED GRANULAR SUB-BASE, IT SHALL BE REPLACED IN KIND OR WITH ROAD BASE GRAVEL.
8. IN GENERAL, STREET SURFACES LESS THAN 24 MONTHS OLD WILL NOT BE CUT. IF A CUT MUST BE MADE, ADDITIONAL STRICTER REQUIREMENTS MAY BE INVOKED. SEE ENCROACHMENT OFFICER.
9. 24-HOUR NOTICE REQUIRED ON ALL INSPECTIONS.
10. ALL TRENCH BACKFILL SHALL MEET MINIMUM COMPACTION REQUIREMENTS.
11. EXCLUDING EMERGENCY CLOSURES ALL ROAD CLOSURES AND DETOURS REQUIRE 48 HOURS PRIOR NOTICE.

TRENCH BACKFILL AND REPAIR

N.T.S.

CITY OF HURRICANE

TRENCH BACKFILL AND REPAIR DETAIL

STANDARD DWG. NO. 110 1 OF 1

APPROVED:

DATE: OCT 2020 BY: H.C.E.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CADD FILE: DATE:
REV. CADD FILE: DATE:

H:\3-16-052-00 SPI SRUBY-CORDERO BOOK\CAD\2020 DESIGN\PHASE ONE\DETAILS-2.dwg 12/15/2020 4:17 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

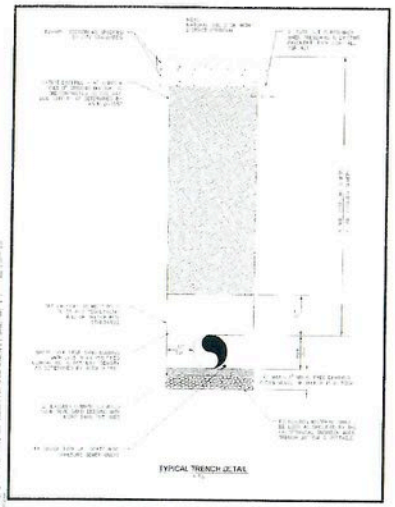
CORDERO PHASE I PLAT A SUBDIVISION

MISCELLANEOUS DETAILS

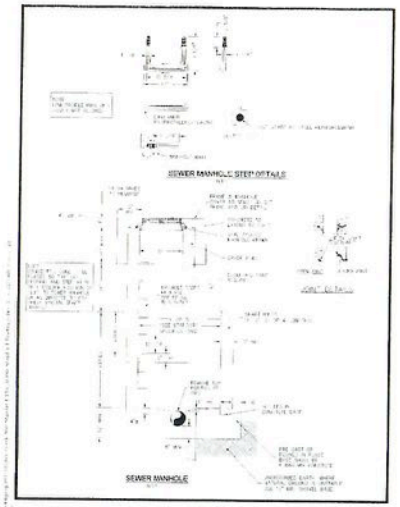
HURRICANE, UTAH

JOB NO. 03-16-052

SHEET NO. DT-04

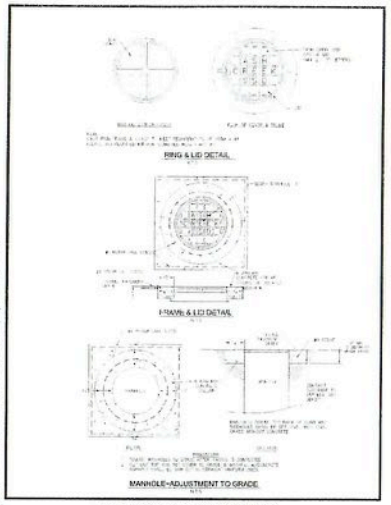


ASH CREEK SPECIAL SERVICE DISTRICT

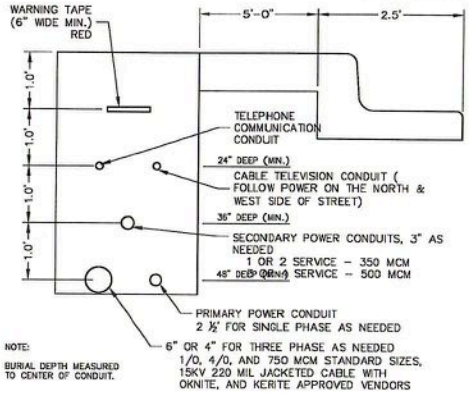


ASH CREEK SPECIAL SERVICE DISTRICT

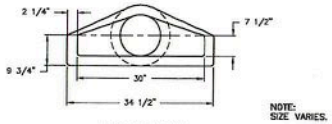
TURNING SPACE AT SIDEWALK LEVEL



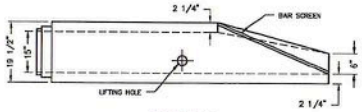
ASH CREEK SPECIAL SERVICE DISTRICT



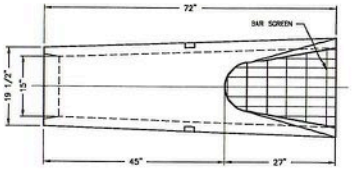
JOINT UTILITIES TRENCH DETAIL



FRONT VIEW

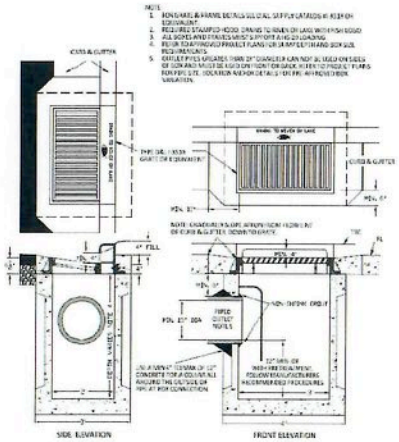


SIDE VIEW



PLAN VIEW

TYPICAL PRECAST RCP FLARED END SECTION
WITH BAR SCREEN
NTS



CURB FACE INLET BOX DETAIL

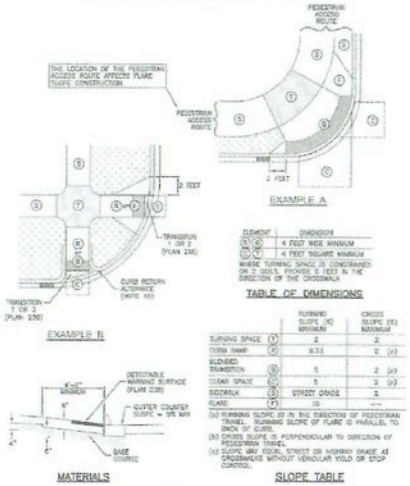


TABLE OF DIMENSIONS

ELEMENT	DIMENSION
(A) (B)	4 FEET WIDE MINIMUM
(C) (D)	4 FEET SQUARE MINIMUM

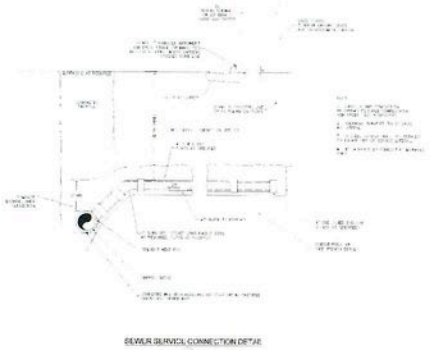
WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

SLOPE TABLE

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	(1)	2	2
CURB RAMP	(2)	8.33	2 (a)
BLENDED TRANSITION	(3)	5	2 (a)
CLEAR SPACE	(4)	5	2 (a)
SIDEWALK	(5)	STREET GRADE	5
FLARE	(7)	10	---

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB.
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL.
(c) SLOPE MAY EQUAL STREET OR ADJACENT GRADE AS CROSSWALKS WITHOUT VEHICULAR YIELD OR STOP CONTROL.

CORNER CURB CUT ASSEMBLY



SEWER SERVICE CONNECTION DETAIL

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:
K:\3-16-052-00 SPILSBURY-COPPER BOOK\CAD\2020 DESIGN\PHASE ONE\DETAIL 5-2.dwg 12/1/2020 3:32 PM

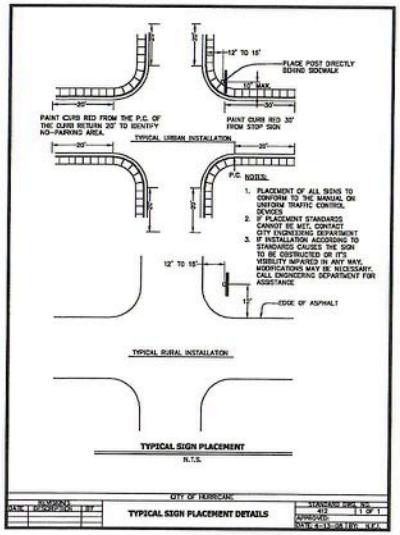
Northern
ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT

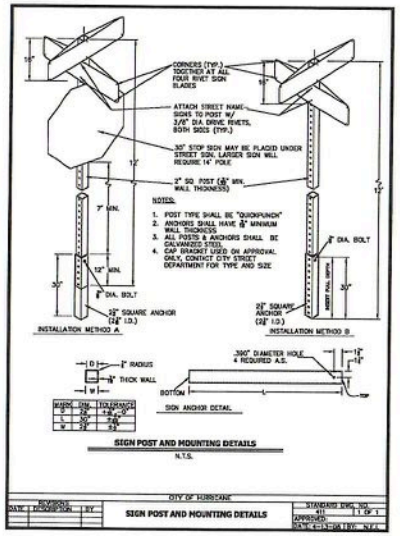
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

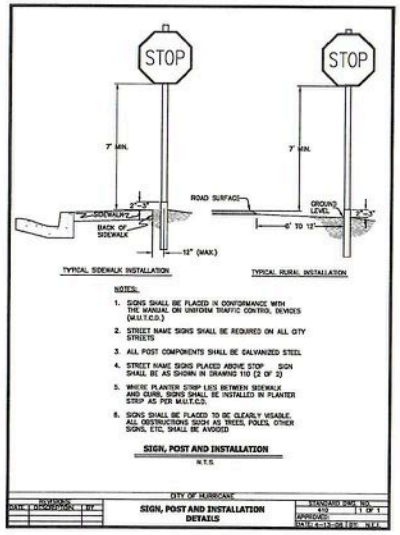
CORDERO PHASE I
PLAT A SUBDIVISION

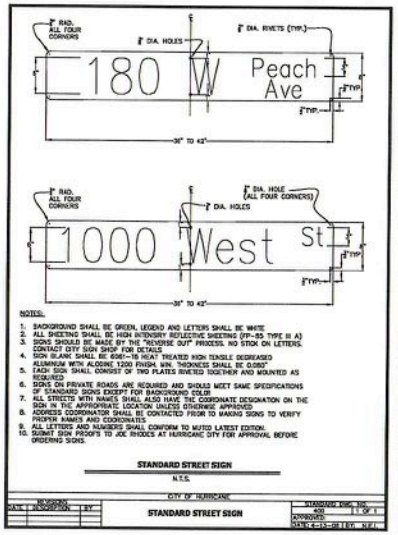
MISCELLANEOUS DETAILS
HURRICANE, UTAH

JOB NO. 03-16-052
SHEET NO. DT-05









Filename: 1300 South Tank & Pipeline\Drawings\Construction Drawings\010-151 DET Bldng. DS, 11/10/2016 8:57:13 PM, DT.jpg3

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
CODD FILE:	DATE:
REV. CODD FILE:	DATE:

K:\3-16-052-00 SPILSBURY-COPPER RIDGE\CAD\2020 DESIGN\PHASE 06\DETAIL 5-7.dwg 4/8/2021 4:09 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

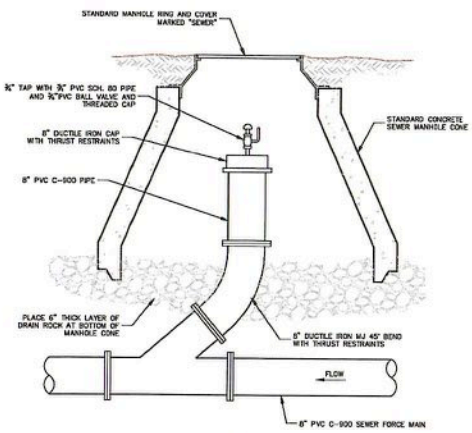
CORDERO PHASE I PLAT A SUBDIVISION

MISCELLANEOUS DETAILS

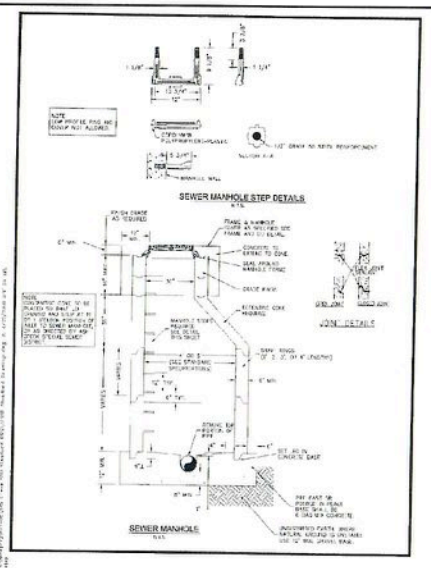
HURRICANE, UTAH

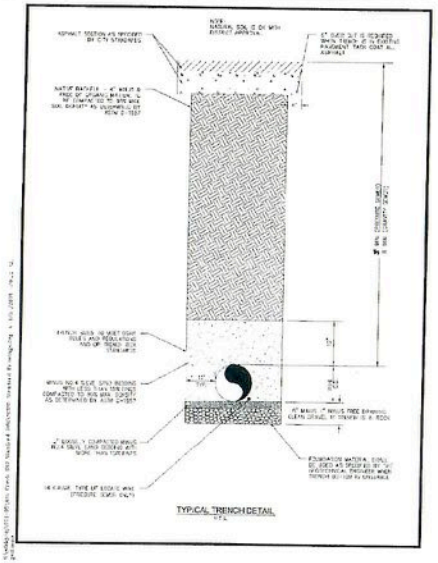
JOB NO. 03-16-052

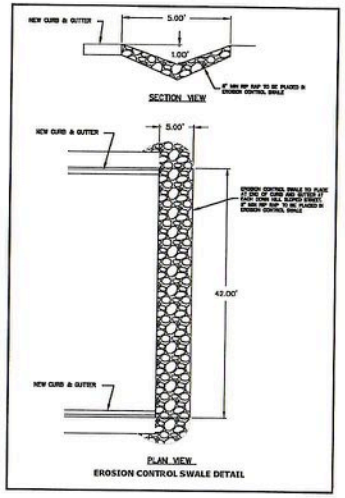
SHEET NO. DT-06

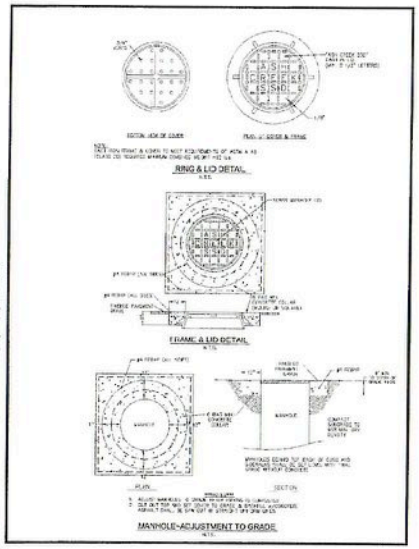


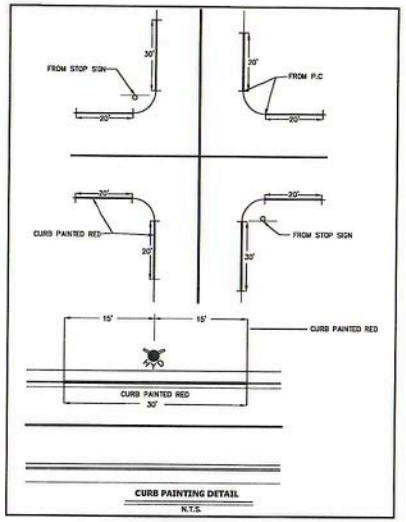
SEWER CLEANOUT DETAIL
-NTS-

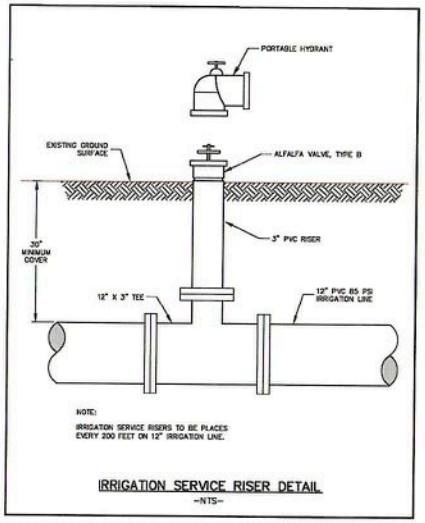


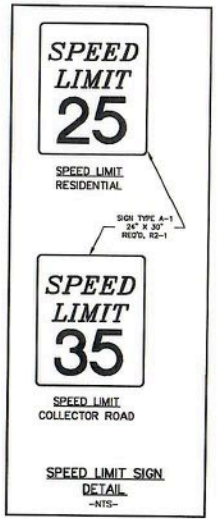












THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
APPROVED:	DATE:
CODO FILE:	DATE:
REV. CODO FILE:	DATE:

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\DETAILS-3.dwg 4/6/2021 4:15 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

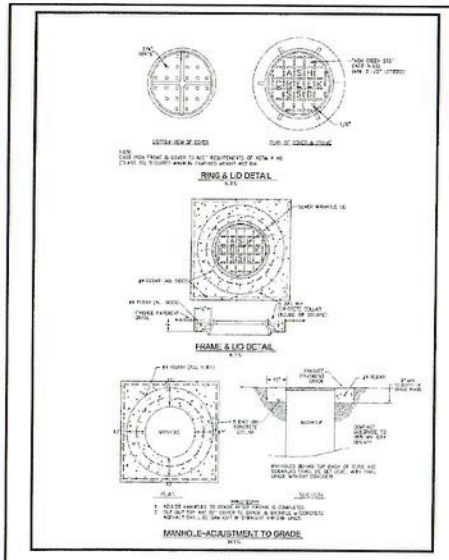
CORDERO PHASE I PLAT A SUBDIVISION

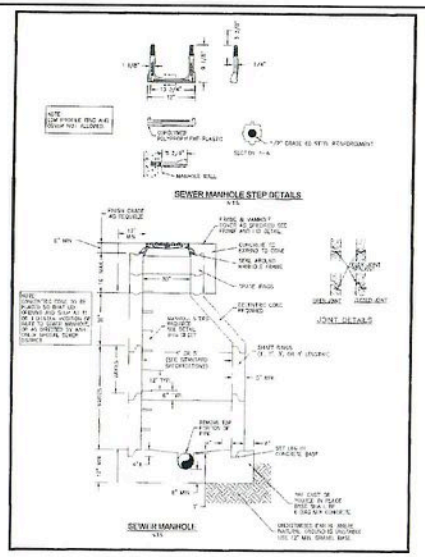
MISCELLANEOUS DETAILS

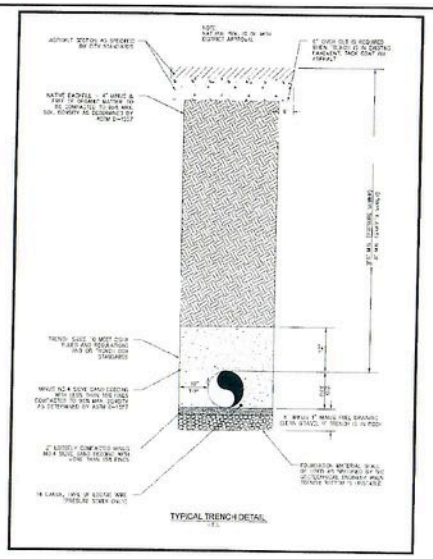
HURRICANE, UTAH

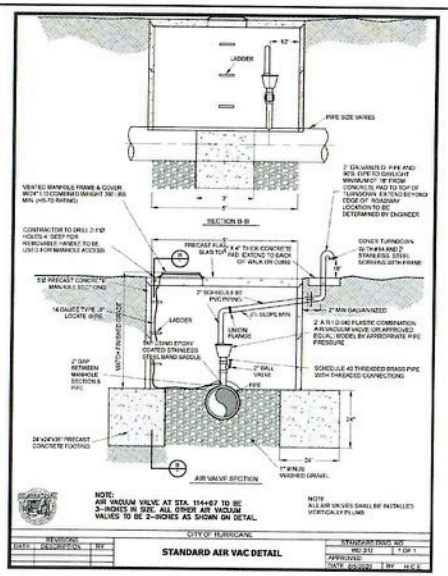
JOB NO. 03-16-052

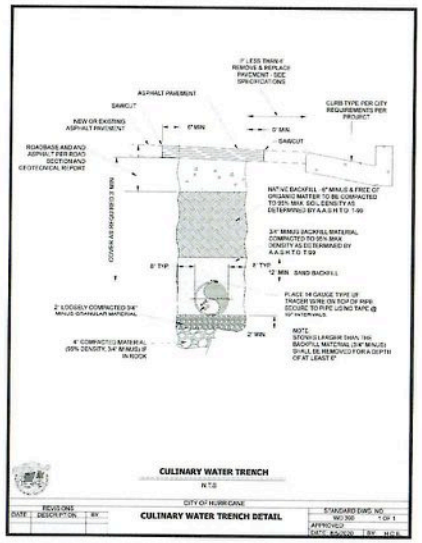
SHEET NO. DT-07











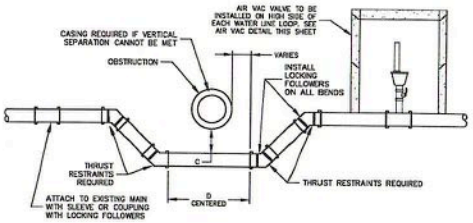


TABLE OF DIMENSIONS		
NO.	SEWER MAIN	OTHER
A	18"	2"
B	10' - 0"	6"
C	18"	12" MIN.
D	O.D. + 20'	O.D. + 12"

NOTES:

1) CROSS REFERENCE WATER LATERAL CROSSING SEWER.
2) ALL POLY LINE W/ COMPRESSION FITTINGS FOR WATER SERVICES REQUIRE INSERTS
3) ANY PIECE OF PIPE SPLICED TO THE SERVICE LINE MUST BE OF SAME MATERIAL AS EXISTING PIPE.

WATER LINE LOOP
N.T.S.

NOTE:
STANDARD JOINT RESTRAINTS REQUIRED AS PER HURRICANE CITY STANDARD DETAILS.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

K:\3-16-052-00 SPILSBURY-COPPER ROCC\CAD\2020 DESIGN\PHASE ONE\DETAILS-4.dwg 5/13/2021 10:03 AM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

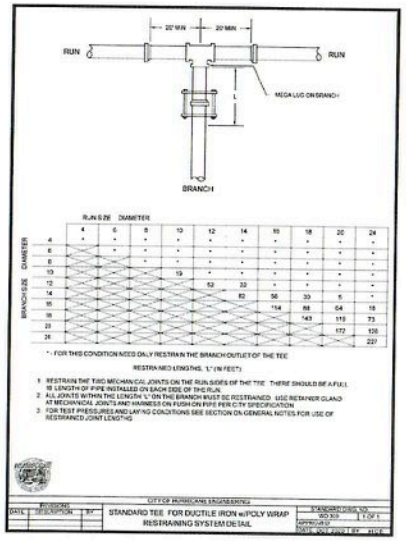
CORDERO PHASE I PLAT A SUBDIVISION

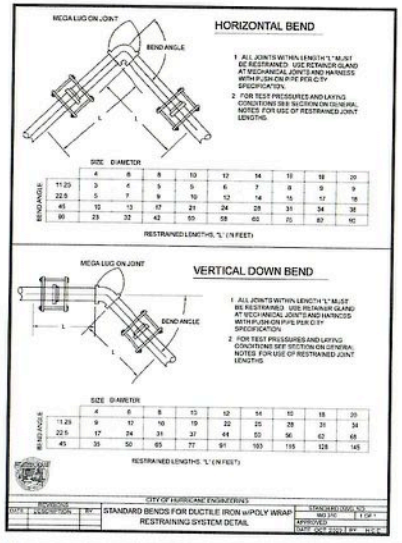
MISCELLANEOUS DETAILS

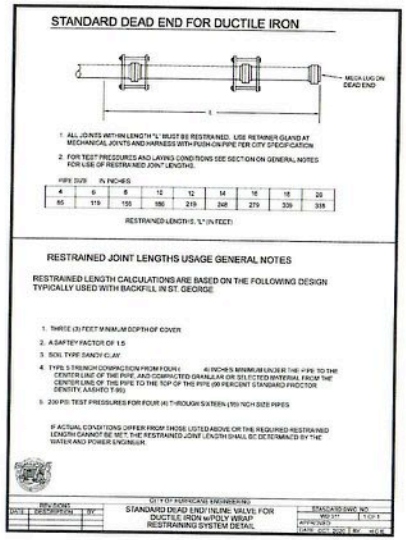
HURRICANE, UTAH

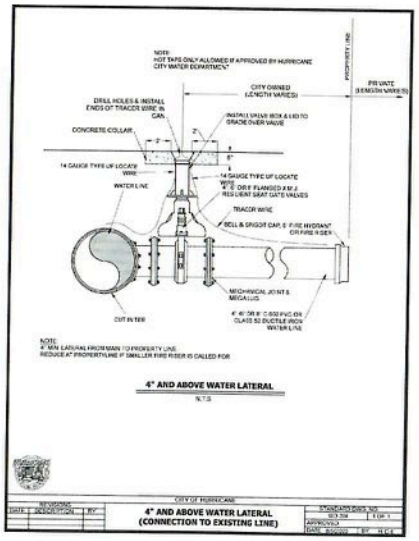
JOB NO. 03-16-052

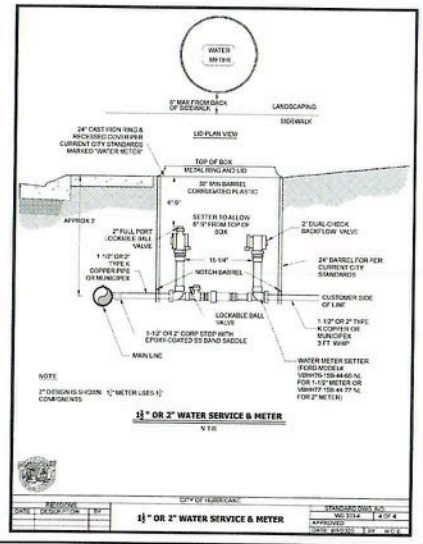
SHEET NO. DT-08

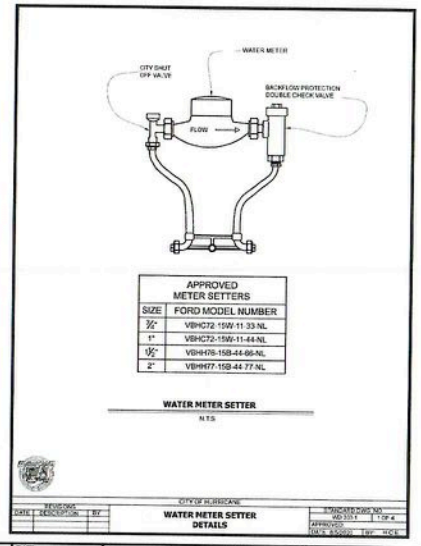


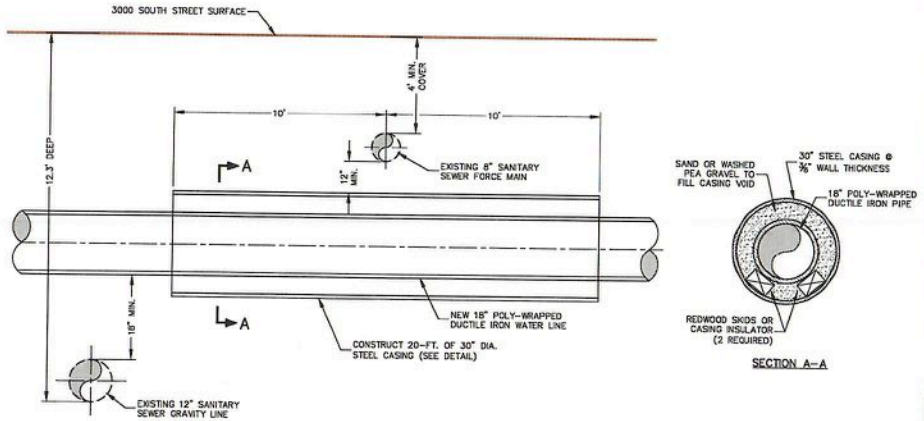












WATER & SEWER CROSSING AT 3000 SOUTH & 2600 WEST
-NTS-

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH PROCUBE CONSULTANTS, INC.

NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

K:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\DETAILS-5.dwg 4/6/2021 4:03 PM

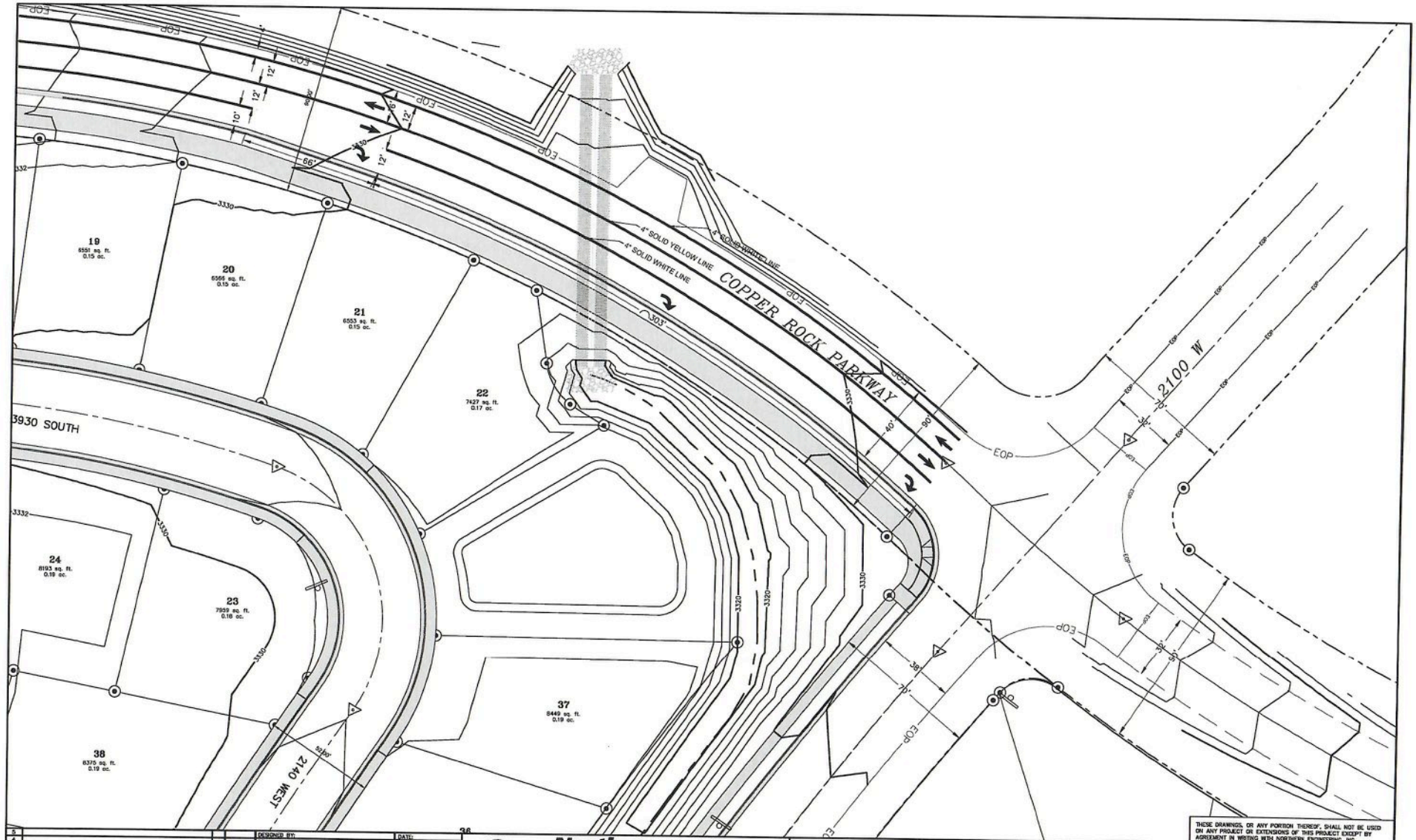
DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CODE FILE: DATE:
REV. CODE FILE: DATE:

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CORDERO PHASE I
PLAT A SUBDIVISION

MISCELLANEOUS DETAILS
HURRICANE, UTAH

JOB NO. 03-16-052
SHEET NO. DT-09



NO.	REVISIONS	BY	DATE
5			
4			
3			
2			
1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
CORD FILE: DATE:
REV. CORD FILE: DATE:

k:\3-16-052-00 SPILSBURY-COPPER ROCK\CAD\2020 DESIGN\PHASE ONE\DETAILS-2.dwg 12/15/2020 4:17 PM

Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992

CORDERO PHASE ONE

COPPER ROCK PARKWAY STRIPING PLAN

HURRICANE, UTAH

JOB NO. 03–16–052

SHEET NO. DT–10

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

Exhibit 5

---------- Forwarded message ---------
From: **Stephen Nelson** <stephen@cityofhurricane.com>
Date: Tue, Apr 5, 2022 at 5:42 PM
Subject: Cordero Reimbursement Agreement
To: Boyd Cook <boydc@sierrahomes.com>, Jon Sorensen <jons@desertsagehomesutah.com>
Cc: Fay Reber <fayreber@infowest.com>

All,

Here is the draft. Engineering is currently reviewing the numbers that was submitted. One of the questions I had was about impact fee vouchers and if you want southern shores to be eligible to use those vouchers.

Please take a look at get back to me.

Stephen Nelson, AICP

Hurricane City

Planning Director

(435) 635-2811

PLANNING & ZONING
HURRICANE CITY
UTAH

Cordero Reimbursment Agreement.docx
23 KB

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into on _April 7, 2022_ by and between the Hurricane City Corporation, a Utah municipal corporation, hereinafter referred to as "City", and_____, a Utah Corporation, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

Recitals

A. The developer is constructing project and system improvements associated with the development of Cordero Subdivision

B. To facilitate and further specify the system improvements to be provided by Developer and for which Developer is seeking reimbursement, the Parties desire to enter into this agreement.

Agreement

Now, therefore, in consideration of the premises recited above and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Developer agrees to dedicate and construct improvements to the City described below:
   a. Improvements and construction to 2100 W
   b. Improvements and construction to Copper Rock Parkway
   c. Improvements and construction to upsizing waterlines as approved within the construction drawings.

2. Location of the above-described improvements are identified on a detailed plan and attached as Exhibit "A"

3. The estimated value of the above-described improvements for the access is $774,611.00, provided by the engineer's estimate shown in exhibit "B".

4. City agrees to pay Developer for eligible reimbursable costs in the following manner:

   a. 2100 West. The City will reimburse the Developer for the actual cost of all road base and asphalt for the upsizing of 2100 West. The parties agree that the estimated cost for such upsizing of 2100 West, and therefore the reimbursement amount for 2100 West, is $126,644.00 (the "2100 West Reimbursement"). The City shall issue 55 vouchers each for $2,294.00 and one voucher for $470.00.

   b. Copper Rock Parkway. The City will reimburse the Developer for the upsizing of Copper Rock Parkway. The parties agree that the estimated cost for such upsizing of Copper Rock Parkway, and therefore the reimbursement amount for Copper Rock Parkway, is $305,367.00 (the "Copper Rock Parkway Reimbursement"). The City

shall issue 133 vouchers for street impact fees each for $2,294.00 and one voucher for $265.00.

c. Water Lines. The City will reimburse the Developer for the upsizing of water lines within the Project. The parties agree that the estimated cost for such upsizing of water lines, collectively for all water lines in the entire Project, and therefore the reimbursement amount for all water lines in the entire Project, is $342,600.00 (the "Water Line Reimbursement" and together with the 2100 West Reimbursement and the Copper Rock Parkway Reimbursement, the "Project Reimbursements"). The City shall issue 227 water impact fee vouchers each for $1,508.00 and one voucher for $284.00.

d. All impact fees shall be reimbursed in the form of impact fee vouchers as described in Hurricane City Code 9-6.

e. Voucher shall only be redeemable in the Cordero Subdivision, as shown in Exhibit C

5. Maximum reimbursement under this agreement shall be $774,611.00

6. No interest shall be paid on any amount due under the terms of this Agreement.

7. This Agreement shall expire ten (10) years from the date of signature, regardless of the total amount of reimbursement paid by City to the Developer. The term may be extended if agreed upon by both Parties.

IN WITNESS THEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Hurricane City, a political subdivision of the State of Utah

By: _____
Mayor

ATTEST: _____

Recorder

DEVELOPER,

By:_____

Notary:

Exhibit 6

Minutes of the Hurricane City Council meeting held on March 4, 2021, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

Members Present: Mayor John Bramall and **Council Members**: Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort.

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Police Chief Lynn Excell, Power Superintendent Dave Imlay, Public Works Director Mike Vercimak, Planning Director Stephen Nelson, City Engineer Arthur LeBaron, GIS Specialist Joe Rhodes, City Recorder Cindy Beteag and Fire Chief Tom Kuhlman.

AGENDA

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

Dave Imlay reported they are continuing to work on 600 North. Rocky Mountain Power will feed us another week while they finish. They are adding a top wire that is static protection. There will be a fiber optic loop within our power system. There is a company looking at moving to Hurricane that is proposing to not run from 1-10 p.m. during June to August. We have a low load factor this would bring the load factor up because they would be operating off peak. In return, they are requesting the relief of paying for demand. Orgill has a similar agreement. Council is in favor of him continuing to research it. Power prices are back to normal. He doesn't think we will get carbon free without nuclear power. Pro-ration has to be approved every year. The Department of Energy wants to see it moving. He will provide the council with information on bipartisanship and who is in support of nuclear power.

Chief Kuhlman stated there was a 200 acre fire on SR18 yesterday. We are currently experiencing worse conditions then we've had in a while. Rain is desperately needed. They will need twelve new employees this year. Medical calls continue to climb. We could have 30,000 more residents with everything that is currently approved. They are hiring an employee from an adjoining city to help with code enforcement.

Chief Excell said they have applications in for the one open position. Neighboring cities have added benefits to keep their employees. We will need to address this or we won't get or keep employees. They have two officers in field training. Calls are continuing to increase. Public safety demand for all the new development still needs to be looked at. They are back to doing fingerprints in office again. Years ago they did a lot of training for pandemics but none of those plans were used for this pandemic. One of our local pharmacies has stepped up and will do a drive through vaccine clinic tomorrow for 70-100 people. Cliff Holt was notified he will be receiving 5000 vaccines so he wants to do this as training. He is working with IHC who is in line to get a major quantity of vaccines as well. They are still making improvements to the hanger. His office is going to stop sending the COVID reports. Animal Control has one person that has nine citations for the same thing in the last two year. The ordinance is no longer in place to address this issue. If the council supports it, they would like to update the ordinance so the animal is surrendered if they get multiple violations.

Johnathan Hunt with Sand Hollow State Park stated they have been busy. Their visitation was up to 1.3 million in 2020 which is more than Arches National Park. He handed out a flyer for park improvements and upcoming events. They are in the process of putting more parking by the water tanks. Kevin Tervort mentioned the complaint he heard the most was the park getting full early by visitors so locals couldn't go. Fay Reber asked if the no parking along Sand Hollow Road was designated by the City or the park. The City put those up at the request of Sand Hollow. Mr. Hunt asked as street widens will the City still

allow ATV's to go down that road. The Justice Court is seeing a lot of cases on parking violations on Sand Hollow Road. Council discussed if parking should be allowed on the road. Chief Excell commented if the signs aren't there people will park and jump the fence so they don't have to pay. He thinks it would be a step backwards to remove the signs. It is too high of speed on that road for people to be trying to park. They don't want to encourage people to stop or slow. Arthur LeBaron commented when it is built out to potential there will be no parking on Sand Hollow Road. The City needs to widen Sand Hollow Road to put in a turn lane. Mr. Reber asked for the signage to be reviewed to ensure it is adequate.

Arthur LeBaron met with UDOT and Chief Excell about the entrance to Quail Lake Estates. There will be a traffic signal installed there by Labor Day. He is still reviewing the Copper Rock permit but he still needs a lot of items from a certified traffic control technician.

6:00 p.m. - Call to Order –

Pledge: Mike Vercimak Prayer: Arthur LeBaron

Approval of Minutes: January 7, 2021 and January 21, 2021

Joseph Prete motioned to approve the January 7th and January 21st minutes. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

6:15 p.m. – Public Forum – Comments From Public

Dayton Hall wants to make comments on the Takau application. He owns property near them where he wants to build some day. If they require Mr. Takau to build the road, it will be the first time the City has done that. He doesn't think they should deviate from what they have always done. Proportionality was discussed. He doesn't want a ninety foot road in the fields. He would rather have a house along the road with a field in back but if this road is built they will have to push the house back so they aren't right on the road. He feels the same about the pathway. He doesn't need them. It is the small subdivisions that need to go there for exercise. The primary beneficiaries of the improvements will be other people. These are people with large lots who want to keep large lots. He doesn't see it as subsidizing. Requiring this discourages agriculture. People will chop up the property and put in more density to help pay for the cost. He recommends the Council waive the requirement of building the road on the grounds it would be disproportionate to require somebody on five acres who is only building one house. He also thinks they should amend the bench lake ordinance so it is consistent with the policy.

Kelby Iverson listened to the meeting regarding the General Plan and he is happy to hear the Council supports agriculture and keeping the zoning in place. He supports Mr. Hall's comments. If they developed their property right now, they would have to pave twelve hundred feet on 1100 West. There are a lot of approved units south of them. New developments are the ones that need the improvements; not them. Agricultural exemptions need to be added to the code.

OLD BUSINESS

1. Consideration and possible approval of a **PDO application for Sand Hollow Mesa, a proposed 1,022.5-acre mixed use development with a proposed 3,660 units located south of 3000 S, and bisected by the Southern Parkway**. Parcel Numbers attached to the report. RG Sand Hollow, LLC Applicant, Anthon Stauffer Agent

Josh Romney explained they are not requesting to change the density; it will just be clustered together. The PDO zoning allows them to do that. Great project for the community. The development agreement has been reviewed by Fay Reber and Stephen Nelson and their corrections have been completed. The changes they requested were the ability to impose a moratorium if no water is available and to include a provision to impose additional water impact fees if necessary. They also changed the language to read all road improvements within the project match the City's standards. Roads sections will be reviewed with each preliminary plat. This plan matches City and UDOT's future plans. Arthur LeBaron commented he would like to hold a workshop to discuss the cross sections. Karl Rasmussen stated the cross sections will be enhanced from the City standards. Joseph Prete voiced concern with the percentage of single family homes. He thinks that should be increased. Water is a concern. This will have a large impact so it will require more public safety. They will work with the City to dedicate twenty seven acres to the City for public safety and/or schools. Mr. Romney stated they were at seventeen percent for single family but they increased it to twenty five percent. They want flexibility to meet what the demand is.

Mr. Nelson commented they also changed the installation cost to match the City's code. The electrical distribution states they are dedicating property for a substation. The City wouldn't build the substation until the demand is there. State code allows the City to require developers to provide water. The City has allowed developers to pay a fee but it might not be an option in the future if water is not here so a section was added in the agreement to address this. A density bonus is allowed by ordinance due to the amenities they are providing. Mr. Prete mentioned this type of development isn't typically what is requested with the PDO zoning. It is a benefit to have commercial included in this development so people aren't traveling to downtown for everything.

Darin Larson motioned to approve the PDO zoning and development agreement for Sand Hollow Mesa subject to staff recommendations. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

2. Consideration and possible approval on a **zoning map amendment request located at 55 North 3700 West from HC, highway commercial, to GC, general commercial, to have onsite storage.** Parcel number H-4-2-1-1400. Jason Stubbs Applicant, Ryan Scholes Agent.

Rhett Beazer stated they want to change the zone to general commercial to allow onsite storage. The owner is looking at becoming a dealer for some boat manufacturers in the future but wants to store boats and recreational vehicles now. It will be covered outside storage. They are working on cleaning up the site and will demolish the water structure.

Kevin Tervort motioned to approve the zone change request at 55 N 3700 West. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

3. Consideration and possible **approval to waive road improvements fees on 1500 West**-Tom Takau

Staff provided Council with a cost estimate of what the improvements would be. The ordinance reads; *No building permit shall be issued unless the property or lot for which the building permit is to be issued*

fronts a dedicated street which meets the width requirement specified by this Code and has been improved according to City standards, except where a variance has been approved by the Appeal Board, or as follows: a. In the event that property for which a building permit is sought fronts a dedicated street which requires additional footage on each side of the street in order to meet the width requirements of the road master plan or official map, a building permit may be issued if one-half ($^1/_2$) of the additional footage is dedicated by the owner of said property for use by the public as a City street. b. In lieu of requiring completion of all improvements to a dedicated City street prior to the issuance of a building permit, a building permit may be issued if: (1) The road is traversable by normal vehicular traffic, including law enforcement, fire and other emergency vehicles; and (2) A written agreement is executed by the owner of the property for which the building permit is to be issued, stating the owner will deposit with the City an amount equal to the cost of improving the street frontage of the owner's lot before receiving a certificate of occupancy on the house for which the permit is issued. This ordinance has been in place for a long time. The Takau's have 165 feet of frontage. They would need to widen it sixteen and a half feet. The cost estimate is $6157.70.

Nanette Billings commented he is building on five acres and none of the people around them have been required to do the improvements. She stated it could appear judgmental. The ordinance needs to be changed so it doesn't look like the City is being biased. The country cross road sections were for one acre lots not five acre parcels. He has already paid $80,000 for water and power improvements. Ms. Billings stated 1500 West is not on the list to improve right away. Darin Larson commented no one expects the improvements done right now; the question is who pays for it and when are the improvements done. Mr. LeBaron pointed out the ordinance requires the owner to go to the Appeal's Board, not the City Council. David Sanders stated a precedent has been established so Council either needs to stop approving or continue with the precedent. This is not a targeted road that is going to be improved right now so he thinks they could look at it more favorably and come to an agreement with the Takau's. Mr. Takau is open to an agreement to pay later.

Joseph Prete would like to see changes to the ordinance. It shouldn't require people who want a rural feel to have to pay more. He feels dedicating the land is sufficient enough and the Takau's should not be required to pay anything. Fay Reber pointed out the ordinances are based upon time honored practice by many municipalities. It is defensible. The question is always what is proportional. Council needs to sit down and look at the ordinance. They shouldn't approve this tonight until the ordinance has been updated. Ms. Billings commented tax payers pay for road improvements all the time. The improvements in front of Mr. Takau will benefit the community. Kevin Tervort suggested requiring the fees but they aren't paid until the road is improved or the ordinance changes. Deferral agreements have been made before. Mr. Reber pointed out if they do this agreement then the ordinance needs to be updated sooner rather than later.

Nanette Billings motioned to hold the fees in abeyance until the ordinance is changed or the city improves the road. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye. Joseph Prete voted nay.

A written agreement will be put in place and recorded.

4. Consideration and possible approval on **a zoning map amendment request located at 1355 S 3325 W from RA-1, residential agriculture 1 unit per acre, to MH/RV, mobile home/RV. Parcel**

numbers H-3-2-7-45031 and a portion of H-3-2-7-4501, located at Flora Tech Road. Jason Park LLC Applicant, Jeremy Johnson Agent.

Jeremy Johnson stated he couldn't get Western Mortgage on board for the sewer easement. He submitted a change to address the issues. Stephen Nelson stated Mr. Johnson proposed two different options. He thinks the City could be justified to move the RV zone from where it was originally proposed but the proposal where he changes to R1-6 couldn't be done unless it went back to the Planning Commission first. The power line will have to be moved to the east when the road is built to capacity. Nanette Billings feels this is a moot point until an easement for sewer and water is worked out. Mr. Johnson stated the City represents everyone. They should condemn Western Mortgage's property to allow them to extend the utilities. The City has had to file condemnation lawsuits in the past. It requires the City to negotiate in good faith first, if that fails the City sends them their different options, and then the City Council would have to make the final decision. At that point the City Attorney would file a lawsuit.

Dave Sanders stated his biggest concern is the health, safety, and welfare of the residents that live there. Mr. Johnson wants to get the engineering done to show Western Mortgage. The State is making them improve the water. Joseph Prete wants to see improvements soon for the residents. He doesn't think the full eight acres should be included for multifamily. Mr. Johnson explained multifamily helps him to be able to pay the improvements. He is requesting eight acres as MH/RV and ten acres of multifamily. He doesn't have plans for the remainder of the property. The proposal includes the existing home. The applicant would like it to be used for manager's quarters. Council discussed what the benefit would be to include the existing home in the change.

Stephen Nelson stated if the Council wants to consider approving this then the recommendations from staff and Planning Commission are included; 1. Improvements to the water system for the entire property 2. Bring units to compliance on all the units on the property. 3. All illegal and no additional units beyond what is existing be added to the property. 4. All mobile homes and RV's moved to the future zone and there are no short-term rental zones. 5. That the applicant forfeits the right to continue as a nonconforming use Improvements to the water system to comply with state standards. 6. The property owner works with the City to bring dwelling units up to building code, including allowing the City to send in building and health inspectors to inspect the dwelling units. 7. That any illegal activities cease on the property, including operation of businesses that are not properly licensed with the City and the uses are not subject to legal nonconforming use laws. 8. No additional units are added and a limit to the number of additional units on the property until such improvements can be made. 9. All mobile homes and RVs are moved to the future MH/RV zone. 10. Restriction of the MH/RV area for long term residents. He thinks a development agreement would need to be put in place that addresses all of the conditions. Mr. Johnson voiced concern about shutting down the businesses. They have leases and can't move overnight. Mr. Nelson is agreeable with a phasing plan to close the businesses. Chief Kuhlman would like to be part of the development agreement. A cease and desist letter was sent to the previous owner that was never followed. The health and safety needs to be addressed before anything else changes. There is a safety issue in this area.

Mr. Nelson reported housing authorities have a long list of people waiting so they can't offer anything immediately for these people. Joseph Prete asked Chief Kuhlman how health and safety could be addressed. Chief Kuhlman thinks it would be best to discuss options in a closed meeting. Darin Larson

suggested shrinking the MH/RV zone to six acres and leave the frontage on 3400 West as the existing zone and subject to a development agreement.

Darin Larson motioned to approve the zone change request located at 1355 S 3325 W for six acres of MH/RV leaving two acres along 3400 West as existing zoning. RM-1 stays as presented all property subject to a development agreement containing staff comments that is approved by Council. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

Council took a ten minute break.

NEW BUSINESS

1. Consideration and possible approval to **reappoint Rebecca Bronemann to the Planning Commission**

Darin Larson motioned to reappoint Rebecca Bronemann to the Planning Commission. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

2. Consideration and possible approval of an **amendment to the development agreement with Lone Rock Condominiums**- Bruce Dickerson

Bruce Dickerson explained his development is the affordable housing units that were approved over a year ago. His engineer told him he might have to include extra fire risers outside the building. It was his understanding he was approved to have one connection for water and sewer. One connection helps make the project affordable. He is asking for help with no extra risers and help with Ash Creek Sewer District. The buildings have fire sprinklers, fire hydrants, and a riser inside the building. Chief Tom Kuhlman explained it is not a fire riser that is needed. This body can't approve waivers they would have to go to the Fire District and Ash Creek Sewer District. A fire department connection is required. Mr. Dickerson thought he could start with building A but when he applied they told them they can't pull the permit because the other road has to be improved first. The code requires the frontage of the building to be completed before he can start building. A phasing plan was discussed in JUC. The ordinance only allows a model home to be started within a subdivision not an entire project.

The Sewer District is charging an impact fee per unit. Mayor Bramall invited him to come to the Ash Creek Sewer District meeting on the 25th to talk about the fees. Mr. Dickerson wants to provide an affordable unit but with these fees he has to pass them onto the homeowner. Fay Reber stated the District's policy says they will consider fee waivers on a case to case basis but he would need to go to the Sewer Board.

Dave Sanders motioned to continue until April 1, 2020. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

3. Consideration and possible approval of an **amendment to the development agreement with Cordero**-Garth Day

Staff recommended to continue this item.

Kevin Tervort motioned to continue this item. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

4. Discussion regarding **ongoing problems at The Fox Theatre** located at 320 W. State-Teresa Nuber

Teresa Nuber commented that February was the third month that the music was so loud she could hear it in her house and it went past 1:00 a.m. On February 20th there were cars parked everywhere and the music was so loud that she walked over to talk to the owner. When they walked outside to talk she noticed a box truck parked in the back with a generator. She spoke to Spencer from Down under Dixie who said he was renting the venue and she asked him to turn it down. The music was back up before she got home. She called the theatre owner, Glen Fox, to report the noise and her conversation with Spencer. He told her he had already talked to Spencer about this problem before but he would call him again. Nothing changed so she finally called the police. She read the noise ordinance. This business is not beneficial for other businesses in the area. There were alcohol bottles everywhere and surrounding businesses have had to put up additional signage to keep people off their property. The Ecolodge had multiple noise complaints from tenants and had to chase people out of their parking lot. She questioned if the maximum occupancy was over exceeded.

Glen Fox commented he is sorry it has come to this. The rentals have progressed but he can't kick out the tenants if they aren't breaking the contract. Down Under Dixie has rented there before and been successful. They did not have a single event license. They have applied for rap tax to help with soundproofing the building. They want to continue doing business but they can't afford to discriminant on who rents the building. Mayor Bramall commented the surrounding properties had to do a lot of clean up after this party and multiple people were arrested after this party. This is not the type of business he wants in town. He mentioned an advertisement that told people to park on every other businesses land not the theatre. That is not allowed. 104 decibels after 10:00 p.m. is not acceptable for any business. Fay Reber stated a hearing has been set for March 18th to discuss the revocation of the license. Nanette Billing explained to Mr. Fox that he is responsible as the owner to make sure tenants are following the laws. Mr. Fox stated he wasn't aware of the problem until the last party. After this last event, he knows he can't rent to those types of events. His events haven't been a problem. He was told the noise ordinance doesn't apply to commercial locations. His events usually only have about seventy people. Kevin Tervort commented he doesn't have parking to accommodate the business. A parking exception was received from the Planning Commission. Ms. Nuber pointed out there is no way they have 30 parking spots with the generator and trailer in the back. Mr. Reber stated the ordinance states if any activity conducted at a business interferes with the health, safety, and welfare of the public then it can be looked at for revocation. The landowners are currently looking at other tenants.

5. Discussion and possible approval of a **memorandum of understanding (MOU) with SUU**-Mike Green

Mike Green compiled comments from the last meeting for the memorandum of understanding. It has not been circulated to SUU or anyone else. Paragraph 4 has all the terms. Nanette Billings commented she would like to see the following changes; 1. Under terms A it should read, shall only have, not send.

Each rotary wing aircraft may only spend thirty minutes in the pattern per flight. 3. May conduct up to a maximum of six. Council agreed to leave it at four and let SUU counter. 4. She is not sure if we need G. If they are not using runway 19 then they can have discretion on coming in and out. Scott Freeman suggested runway one. It isn't required but it is encouraged. 5. K & L should say on request not required every month. Mr. Green commented he included that if the City identifies a problem then SUU helps address it without legal help.

Dave Sanders motioned to approve the MOU subject to comments discussed tonight. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

6. Consideration and possible **approval of an amended final plat for Cliff View Estates Lot 14 Amended, located at 3653 S Cypress Point Rd. Fairway Vista Estates**, LC Applicant.

Staff recommended approval subject to engineering approval.

Joseph Prete motioned to approve the amended final plat for Cliff View Estates subject to the engineer's approval. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

7. Consideration and possible approval of a **preliminary plat for Sycamore Village, a 54-lot subdivision located on Turf Sod Road and 5210 W.** Sycamore Village Applicant, Civil Science Agent.

There is not sufficient sewer, water and power in the area. A second access is needed. Chief Kuhlman stated the previous Council put a moratorium on building if utilities aren't in the area. Stephen Nelson stated water looping in Pecan Valley but might not be sufficient. Turf Sod Road to the west does not meet the requirements for an all-weather surface. Pecan Valley upgraded the power in the area but only for their development. Arthur LeBaron stated no second access is an issue. Neighboring properties are looking at developing 300 units. It will be a united effort between developers to do the water line looping. Council discussed other options of where a second access could be. The Planning Commission gave a positive recommendation if they can solve water, sewer, power, and access. Dixie Power wants to put power on the north side of the road. The City does not have access in one section so acquisition might be required.

Joseph Prete motioned to approve the preliminary plat for Sycamore village subject to resolution of all Planning Commission, staff, and JUC comments. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

8. Consideration and possible **approval of a grading permit Desert Sands located at approximately 3000 South and Sand Hollow Rd.**

Brett Burgess gave an overview of the property and its topography. Their proposal is to only disturb where they will be building. If it sits for over a year then they will reseed. They have a plan for the blowing sand and runoff. They will crust the site to help with sand. Staff has no concerns.

Dave Sanders motioned to approve the grading permit for Desert Sands. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

9. Consideration and possible **approval of the General Plan Update**-Stephen Nelson

Stephen Nelson stated he sent an email with all the changes that were discussed on Tuesday. If Balance of Nature doesn't develop their property then it will stay in agricultural use. This is the General Plan not a zone change so agriculture can stay in place until someone requests to change the zone. Joseph Prete stated his only question is if putting planned community throughout the City is a good idea. Flexibility is good but could have some challenges. Darin Larson pointed out it creates a multi-use and each one would have to come for approval. It gives flexibility within the neighborhoods. Planned community is residential uses with supporting commercial uses.

Darin Larson motioned to approve the General Plan update. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

10. Presentation on **2020 Year End Report**-Lynn Excell

Chief Excell gave an end of year report for the police department and animal control.

11. Discussion on **vacation rental enforcement**

Council watched a demo on vacation rental enforcement. Staff wants direction from the Council of how to proceed. Enforcement would not be a revenue generator. Cindy Beteag asked if Council was in favor of requiring the same fee for all vacation rentals. Enforcement is a problem on all vacation rentals, not just the ones in residential zones. Every unit needs to be licensed individually not under one umbrella license. All inspections will now be done through the Fire District. Council agreed to move forward with Granicus and change fees to $300 for all vacation rentals except for residential hosting.

12. *Mayor and Council reports*

Mayor Bramall	Airport, Administration, Police, Animal Control, School Crossing Guards, Victim Services, Public Works, Engineering -
Nanette Billings	Parks & Cemetery, Appeals Board, Airport, Historical Preservation, Solid Waste District and Youth Council – Solid Waste almost done picking up the blue cans. There is a lot of trash on the highways. The County purchased a trailer and vehicle that will start working on picking it up. They have asked for any volunteers to help.
Darin Larson	Planning Commission, Economic Development, Planning Department, Power and Swimming Pool – They will have thermal scanners to use at entrances of the Easter Car show. Anyone 3 degrees above normal will be flagged.
Joseph Prete	Court, Water, Recreation, Tree Board and Beautification Committee – he has had a request to put handicap doors at the Community Center and Fine Arts Building, He complimented Stephen and Kaden for their time helping him prepare for meetings.

Dave Sanders	Emergency Management, Streets & Drainage, Prosecutor's Office, Code Enforcement and Building and Inspections -
Kevin Tervort	Ash Creek Special Service District, Golf Course, Industrial Park, Mosquito Abatement, Fire District -
Kaden DeMille	City Administration – Monday-Wednesday at the LPGA tour there are spots for people to sign up for. He asked Council if they wanted to put it out to dignitaries to play in the tournament. Council suggested inviting Council members from surrounding communities and the girl's high school team. The City has 50 spots. He will ask people and get a list for Council to see. Elections are required to be by mail. If we contract with the County it will need to be on the next agenda. Budgets are coming up. He would like an hour to look at the Council's goals are. There are going to be a lot of new hire requests. Operational costs also need to be looked at. The flooring in Council Chambers needs to be redone. Council agreed to update the floors and paint the walls but leave the wood the same color.

Closed Session Dave Sanders motioned to go into a closed session. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

Adjournment: 11:10 p.m.

Exhibit 7

Minutes of the Hurricane City Council meeting held on March 18, 2021, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

Members Present: Mayor John Bramall and **Council Members**: Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort.

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Police Chief Lynn Excell, Power Superintendent Dave Imlay, Public Works Director Mike Vercimak, Planning Director Stephen Nelson, City Engineer Arthur LeBaron, Parks Superintendent Darren Barney, City Recorder Cindy Beteag and Fire Chief Tom Kuhlman

AGENDA

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

Darren Barney reported the landscape trees are lifting the sidewalk on State Street. They had to remove some of them because of the damage they had caused. Some of them are also blocking businesses. They are researching different ideas of how to address it in the future. His department has been very short handed over the last year. They can't find part time help. He is worried about staff burning out with all the weekend and overtime work. Council suggested hiring full time instead of park time. There has been an increase of recreation activities and it is the Park Department doing the extra work.

Chief Kuhlman stated they are wanting to combine policies with the Police Department for false alarm calls. They have no teeth to enforce so they are asking the City's help to not renew business licenses until their fees have been paid with the fire district. They are getting thirty false calls a year on some businesses and residents. He is looking for direction tonight and then will come back with something for the Council to review. A lot of the calls stem from vacation rentals and the wind. The Police Department has received over 350 false alarm calls in a year. They have never done fines before. They are proposing to waive fees if they correct the problem.

Chief Excell reported Southwest Public Health Department released 3000 doses of vaccine to Hurricane City. There will be a drive through vaccination clinic tomorrow held at the Cinema from 8 a.m.-1 p.m. They are hoping to get at least 500 vaccines done tomorrow. Right now residents 50 and older can get the shot. Monday morning anyone 18 years and older will be able to receive it. They could possibly hold a clinic once a week. Paramedics will be there to watch for side effects. They will do a reverse 911 call next week but this week it will be advertised on social media, message boards, and possibly the St. George News. Calls for service are at 1578; which is above last year's calls. They are shorthanded as well. He spoke to an Ironman representative yesterday and asked them to announce that no bicycles are allowed on SR-7. They will be enforcing vehicles, bicycles and people cutting the fence on SR-7 during construction. They are getting ready for the events that will be in the near future. There have been a lot of vehicle burglaries last week. There were four people involved and three of them are in custody. Eight percent of the stolen items were recovered. They will be updating the dog licensing report shortly. He gave a report of what happened on Telegraph last week. There will be two or three officers here tonight to answer any questions regarding Fox Theatre.

Dave Imlay stated we have approval on the land swamp with Toquerville Enterprises but the agreement needs to be updated. He passed around a static line that has fiber optics in it that they are currently installing along 600 North.

Mike Vercimak commented that the Street Department put up sixteen stop signs last week. Three pre-construction meetings were held this week. There will be a new car wash in town. There weren't any issues with the snow storms but it did cause a lot of potholes.

Arthur LeBaron explained the items on the agenda were requested by the property owners abutting the police station.

Stephen Nelson said the Planning Commission was canceled last week because there wasn't a quorum. The Cordero development agreement still has two items that haven't been corrected so it needs to be tabled until they are ready.

6:00 p.m. - Call to Order –

Pledge: Valorie Myers Prayer: Nanette Billings

6:15 p.m. – Public Forum – Comments From Public

Marni Barranco has attended several events at Fox Theatre. She has played the harp at the open mike night. It has always been fun. She has also attended karaoke night. All ages were in attendance. She thinks it is important that this family owned business can hold these wholesome events.

Gary Castillo commented Fox Theatre provides a great place for people to go enjoy themselves. He thinks it is detrimental to the community to make them leave. He commented it is poor zoning to have residential next to commercial. It is bad for the community to revoke this business. It would send the wrong message.

Valorie Myers commenting she represents a group of actresses. They were excited to do work here. It is a good chance for people to do original work. She can't afford to put shows in the Community Center. She writes plays for senior actresses. Fox Theatre is the only place to perform in Washington County. They want to make Hurricane a place on the map for people to come enjoy entertainment. They have shows scheduled through May and have invested a lot of money in it already.

OLD BUSINESS

1. **1. Consideration and possible approval for a single event beer license local consent for First Friday @ Legacy Park an ongoing event from April-October 2021-Ed Tracey**

Ed Tracey stated they had the first event on March 5th. They had a good turnout with no problems. They would like to continue holding the event as scheduled. Nanette Billings commented she attended the event and she felt it was a good event. She talked to Victor Iverson with Washington County and he stated they have given a license until October. The County has applied for a liquor license so each vendor doesn't have to apply.

Nanette Billings motioned to approve the local consent for the remaining months; however, if an issue arises, the license will be revoked. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye. Joseph Prete voted nay.

2. **Consideration and possible approval of an amendment to the development agreement with Cordero-Garth Day**

Dave Sanders motioned to table the Cordero development agreement until the applicant has completed all the required items. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

NEW BUSINESS

1. Consideration and possible **approval of new cemetery rules**-Darren Barney

Darren Barney explained most of these rules are already existing but a lot of them haven't been enforced. Due to growth, enforcement is now needed because it is becoming a safety issue for employees. They get so many decorations that they can't get around the cemetery. Owners get mad if the plots are not maintained but others get mad if their stuff is moved. They are asking that decorations are put on the raised portion of the headstone and only one Shepard hook per headstone. If this is approved they will put signs up, include it in the newsletter, and put it on the City website. They will give it a few months before they start enforcement. Office staff is getting a lot of calls as well so this will help them too. He mentioned they will try to find contact information before they remove anything from the headstones. More will be allowed for Memorial Day but after one week they have to start cleaning it up. They put signs up two weeks in advance showing the rules for Memorial Day.

Dave Sanders motioned to approve the cemetery rules. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

2. Introduction of the **2021 Hurricane Royalty**-Tacy Wright

Miss Hurricane Isabelle Hodge, 1st Attendant Kaylie Yates, 2nd Attendant Drew Dunlop and Miss Congeniality Kimber Cox each introduced themselves. Council congratulated them and welcomed them as the Hurricane City Royalty.

3. Consideration and possible approval of a **revocation of business license for The Fox Theatre**-Cindy Beteag

Glen Fox, owner and manager of Fox Theatre, apologized for the rentals that have caused problems. He gave a brief history of the business which started in October of 2019. They have held fundraisers, blood drives, events, and a pancake breakfast. The first time there was an underage drinkers he shut it down. He has warned renters about excessive noise. The last event didn't have a beer license. His contract doesn't specify sound restrictions. He stated he has never had a chance to address the violations. He questioned why they are responsible for everyone that rents the building. There are multiple events scheduled over the next few months. They will work to repair relations with neighboring businesses.

Cindy Beteag read in a list of violations including people living in or on the property, multiple excessive noise complaints, underage drinking, flea markets being held without proper licensing, food trucks parking in required parking, littering, and drug use on the property. Nanette Billings commented the leaser needs to be responsible for the events they hold. She wants a place people can go to enjoy entertainment. Mr. Fox commented all the issues have been from the one rental. He won't rent to them anymore. He understands the frustration and sees the extent of the damage. He stated none of the surrounding property owners would do a written parking agreement. They have allowed them to park in their parking lots but now they will no longer let them. He stated they have held two concerts since the last problem and it hasn't caused any problems. He mentioned they were living in their RV on the property for a time and they did live in the theatre but they moved out the next day after they received the notice.

Dave Sanders asked why his leases were able to go past the 10 p.m. that was listed on his license. Mr. Fox explained his hours are 10 a.m. to 10 p.m. but he didn't realize he had to control his renters. Ms. Billings stated if a temporary license is granted then there needs to be an agreement of what he can and can't do. Mr. Fox mentioned they have received an eviction notice stating he has to be out of the building by May so he just wants to finish the events he has scheduled. Mayor Bramall commented he likes all of the positive performances but the negative things come back on the community. He would like to see the positive things continue. There is some public parking available.

Fay Reber commented the purpose of this meeting tonight is to determine if this business has violated the ordinance. If it has, does the Council want to revoke the license or allow them to stay in business with regulations? Joseph Prete commented the Council supports the arts and performing venue. It is good for the community but that is not the issue tonight. The violations are the problems. He wants businesses to succeed but if there is an attitude that they aren't responsible then it doesn't work. All of the violations suggest there is more of a problem then what he said. He likes the idea of continuing the license until May with strict restrictions. Mr. Sanders commented this is not a zoning issue. The neighbors were there first. Neighbors have asked them to keep it down and they were told you shouldn't have moved here. If this business is to succeed, they need to be a good neighbor.

Chief Excell stated his concern is his department gets all the calls. They have seen all the violations. The comments Mr. Fox voiced tonight about the police department are not correct. They have tried to resolve the problems but the owner won't comply. He agrees with small businesses and them succeeding but as a business they have a stewardship of the community. His concern moving forward is protecting the community. The people doing plays and programs are phenomenal for the community. He pointed out all the ordinances are online. He has a duty as a business owner to make sure all rules are followed. There is a problem and it needs to be fixed.

Teresa Nuber stated she is the one that complained about the noise. She talked to Mr. Fox on February 20th and he said he already talked to Spencer about turning it down. The Senior Center has told them they can't park in their parking lot. These are two examples of lies that Mr. Fox has told today. William Fox, Glen's dad, stated he is not a liar. He has never caught him in a lie. They have been heavily involved in getting this theatre ready. He mentioned Glen's family has moved in with him so they are no longer living there.

Brenda Haas is the chairman of the home school that is held at the Fox Theatre and she is also Spencer with Down Under Dixie's mother. He has been told no more events can be held there. She would like to be able to stay there until their school year has ended. Jameson Crowl works for Down Under Dixie. Their top priority is to make sure no illegal activities happen at their events. They won't be hosting anymore events at this location.

Ms. Billings commented that if they can follow what the business license says she would like them to continue but Mr. Fox needs to be responsible to make sure rules are followed. She motioned to not revoke the business license if all ordinances are followed. Mr. Prete stated it needs to be stricter. Mr. Fox is responsible for everything that happens at that location. Kevin Tervort suggested continuing this discussion until June and then review it at that time. The current food truck is licensed. The concern is that the theatre has a parking agreement because they don't have enough parking for the business. The

food truck is taking up parking spaces. Mr. Fox commented the truck isn't there when an event is taking place.

Kevin Tervort motioned there is sufficient evidence that there are violations of the ordinance however the Council is not going to exercise their right to revoke the business license at the present time. Fox Theatre is placed on probation at this time until the end of June at which time the Council will review. Approval is subject to if additional violations happen between now and June the license will be reviewed again by Council. Seconded by Nanette Billings. Motion carried with Nanette Billings, Joseph Prete, Dave Sanders and Kevin Tervort voting aye. Darin Larson voted nay.

4. Consideration and possible approval of a **cross access agreement with PM Dev Corp**-Arthur LeBaron

Arthur LeBaron explained the City owns the parcel where the police station is located. PM Dev Corp owns property to the west and they requested a cross access agreement. Staff and legal counsel have reviewed the agreement. Hurricane City does use the south portion of PM Dev's property to park and store items. It has always been a gentleman's agreement to allow that use but this agreement. Joseph Prete stated the location of the access should be specified, language needs to be added to protect the City, and the term non-exclusive access should be added.

Joseph Prete motioned to approve the cross access agreement subject to review by legal counsel. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

5. Consideration and possible approval of a **cross access agreement with Kenneth Heaton**-Arthur LeBaron

Kenneth Heaton owns the property to the north of the police station. The City bought their property from Kenneth Heaton. Part of the agreement was to have an easement for Mr. Heaton to access his property to the north. Mr. Heaton wants it to be an actual recorded easement so Arthur LeBaron asked if it could be continued so they can come back with an agreement.

Kevin Tervort motioned to continue item 5. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

6. Consideration and possible approval of an **Agreement with Toquerville Enterprises regarding property for a substation**-Dave Imlay

Toquerville Enterprises will do the landscape strip if the City moves the property seventy feet to the east to accommodate the road. There was an agreement with this property when it was purchased. The new agreement updates the legal description and it shows the landscaping and wall moved. The property was purchased through trade.

Darin Larson motioned to approve the agreement with Toquerville Enterprises. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

7. Consideration and possible approval of an **Interlocal Cooperation Agreement regarding Election Services**-Cindy Beteag

The County requires we enter into a contract with them to use their services for Elections. We have used them in the past with good results.

Kevin Tervort motioned to approve the Interlocal Cooperation Agreement regarding Election Services. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

8. Consideration and possible approval of a **reimbursement agreement for Quail Creek Ph 4**-Doug Dennett

The Dennett's upsized the water lines in Quail Creek Ph 4 based on regional needs so in return the City is offering to compensate them with water vouchers.

Dave Sanders declared a potential conflict of interest and motioned to approve the reimbursement agreement for Quail Creek Ph 4. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

9. Consideration and possible approval of a **Resolution supporting a public safety false alarm policy**-Tom Kuhlman and Lynn Excell

Chief Tom Kuhlman stated the Fire District is asking the municipality they serve to help with their false alarm policy. The policy allows four false alarms in a twelve month period after that there is a fee charged. The purpose of this policy is for residents and businesses to keep their alarm systems upgraded and working. Nearly ¼ of the fire calls they go on are false alarms. This will keep resources available for actual emergencies. The resolution asks the City to not renew a business license unless their fees are current with the Fire District. The Police Department has the same issue. They would like to have one policy that covers fire and police. If the Council supports combining it, they will come back with a new policy.

Dave Sanders motioned to continue item 9. Seconded by Joseph Prete. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

10. Consideration and possible approval of an **Interlocal Cooperation Agreement for Transfer of Capital Facilities and Property**-Tom Kuhlman

The Fire District operates out of two fire stations that Hurricane City holds the deeds for. They were paid for with a mix of funds from the City and the Fire District. The funds were received by the same taxpayers so in order to simplify the Fire District's ability to maintain the facilities they are asking for the deeds to be transferred to them. If the facilities are no longer utilized by the Fire District then the City has the right of first refusal. If they don't want them then the profit is split between the two entities. If they sell to rebuild another facility then funds would be used for the new facility. This simplifies their operational process and costs.

Kevin Tervort motioned to approve the Interlocal Cooperation Agreement for Transfer of Capital Facilities and Property subject to legal review. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

11. Discussion **regarding PID's**-Kaden DeMille

The Council passed a resolution to allow public infrastructure districts (PID). Staff has been spending a lot of time reviewing these. Kaden DeMille would like Council's input on what mill levy they are comfortable with. The more it is kicked around the more concerns are brought up about what effects it will have in the future. He has concerns with using this financing tool for an entire project. Nanette Billings commented it should only be used for major items not the infrastructure within the development. Council agreed this is not a financing tool to fund an entire subdivision. There was an article from Colorado included in the packet that talks about the problems they are encountering. Utah has different laws than Colorado but we still don't see those problems here. Joseph Prete commented these should be used for unique situations. He thinks the City needs to be cautious and not grant multiple PID's at the beginning. Stephen Nelson voiced hesitation of approving a PID with residential and commercial uses. Mr. DeMille gave some examples of what the taxes would be for people within a PID District. The bond is in place for forty years.

Ted Fullerton commented we have learned from Colorado. We won't have the same issues. He stated with an eight mill levy it is only an additional $165 each month. Prices vary depending on the location. This additional cost won't put them in the higher square foot cost. These will be view lots. He thought they had come to an agreement after the last meeting but he wasn't aware of only allowing the overpass and not infrastructure. They are behind schedule and he would like to come to an agreement for eight mill levy for only the offsite utilities and the overpass. They would also like to include the sewer lift station, the road that goes through the property, the trailhead and a fence around the perimeter. Ms. Billings would like to know percentages before they decide anything. Mr. DeMille stated the eight mill would produce 11 ½-12 million dollars in funding. Mr. Fullerton commented the underpass will benefit more than just this development so he doesn't think the burden of paying for all of it should fall on only his development. He would like to look at getting pioneering agreements. He is looking at the property below this development to do affordable housing.

Mr. DeMille pointed out this is only on the agenda to get guidance from Council on if they were thinking of funding the entire development or just a portion. Mr. Fullerton's will need to be voted on at a later time. The City is receiving incomplete applications and staff is spending a lot of time reviewing the applications. It is not fair for developers to turn in the application and then expect to be on the next agenda. Darin Larson asked if the intent was to have staff negotiate the governing document or if Council would review each item. Mr. DeMille explained Zion's Bank has helped get the mill levy where it needs to be. Now staff can review the governing document and work out the details. Dave Sanders voiced concern because the City listened to developers twenty years ago who promised they wouldn't leave it and that is what they did. He is worried it will happen again.

Council took a ten minute break.

12. *Discussion and possible approval of the* ***allocation of contingency funds****-Kaden DeMille*

Council agreed to pay Granicus the entire bill out of the contingency fund in this budget year. A code enforcer is needed for all violations. Kaden DeMille mentioned they talked about doing a wage increase in March. They would do 2% increase now amounting to $85,000 and a 3% merit increase in July. Council agreed we are behind on wages and we need to catch up to keep employees. Chief Excell commented everyone was very appreciative of the money received in December but now is an excellent time to increase wages. We have loyal employees and this would make up for the 3% wage increase that didn't happen last year. Mr. DeMille stated he and Beccie have been working hard to make sure wage scales are where they need to be. We want to be competitive with neighboring communities.

Dave Sanders motioned to approve the 2% wage increase and fund Granicus out of contingency funds. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye. Joseph Prete voted nay.

13. *Mayor and Council reports*

Mayor Bramall	Airport, Administration, Police, Animal Control, School Crossing Guards, Victim Services, Public Works, Engineering -
Nanette Billings	Parks & Cemetery, Appeals Board, Airport, Historical Preservation, Solid Waste District and Youth Council -
Darin Larson	Planning Commission, Economic Development, Planning Department, Power and Swimming Pool -
Joseph Prete	Court, Water, Recreation, Tree Board and Beautification Committee -
Dave Sanders	Emergency Management, Streets & Drainage, Prosecutor's Office, Code Enforcement and Building and Inspections -
Kevin Tervort	Ash Creek Special Service District, Golf Course, Industrial Park, Mosquito Abatement, Fire District -
Kaden DeMille	City Administration –Reported he recently had a lady call with concerns with the disks at the disk golf at Grandpa's Pond. She was hit in the back with a disc and she stated it broke a rib. Bryce did go observe the course and he agreed with the concerns. He suggested removing them temporarily. Joseph commented he has talked to staff about this issue. He had liability concerns when it was proposed. He thinks they should keep part of the course or if all of it is kept then signs should be posted. Consider regulating the time when they can play. Council agreed to keep the course but pull some of the problem holes until a solution can be made. Kaden will meet with Bryce and Darren and bring it back to the Council. He asked if everyone thought the airport MOU was good to send. Nanette stated the person of contact should be Kaden not Mr. Green and we should have the number for SUU's contact. Council agreed to move forward. A meeting set for April 15th @ 3:00 p.m. for goal setting and May 5th for an all-day budget meeting.
Cindy Beteag	She researched the ordinance that was adopted for vacation rental fees. It states the fee is $300. Council agreed to start implanting the fee to reflect that amount at their next renewal. American Legal stated normal turnaround time is fifteen days but they were backlogged with the turnover. As of today's date, they still haven't codified last year's code. They did a demo with Municode and liked their program. She will bring back prices on them for the Council to decide.

David Stirland would like the Council's blessing to hold Peach Days. He wants to do larger events and items and use some of the money from last year. He is thinking of having a dinner and concert the Monday before Peach Days at no cost for people. Make it a week celebration instead of just the weekend. Council is in full support. The County Fair moved dates so they no longer have agriculture as part of it. He would like to bring it to Peach Days so it is more focused on agriculture and peaches. He suggested having a golf tournament that week.

14. Closed Session

Joseph Prete motioned to enter into a closed session. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

Adjournment: 10:03 p.m.

Exhibit 8

Minutes of the Hurricane City Council meeting held on April 7, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:30 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Power Superintendent Scott Hughes, Planning Director Stephen Nelson, Assistant Planner Fred Resch, Street Superintendent Weston Walker, City Recorder Cindy Beteag, Fire Chief Tom Kuhlman. Water Superintendent Ken Richins and City Engineer Arthur LeBaron. Police Chief Lynn Excell and Public Works Director Mike Vercimack joined at 6:00 p.m.

4:30 p.m. Work Meeting

1. Discussion regarding Canyons RV

Joby Venuti, the owner of Western Commercial Real Estate, said there was a Canyons RV work meeting in December. He and his brother bought half of Canyons RV in 2017. Mr. Venuti wants to allow short-term rentals in the section he owns. Canyons RV was set up to allow nightly rentals and permanent residences. The main problem is that the amenities were not fully developed. Currently, most of the usage is long-term rentals for residents living on fixed incomes. Several Homeowner Association (HOA) meetings have been held to create a solution. During the last HOA meeting, it was confirmed that the open area owned by the HOA would not be developed as amenities. The residents are concerned that short-term renters will drive through the long-term rental area. Mr. Venuti has proposed options for road improvements. He is amending the plat, but he will not ask for rezoning. Doug Heideman asked for clarification on what the current zoning is. Planning Director Stephen Nelson reported that it was approved as an RV resort between 1987 and 1988. At this time, it is zoned as a mobile home RV park. The current code requires a complete clubhouse.
Mr. Venuti reported that the lots are individually owned. He plans to do a pool and pickleball court in the middle of the development. He is here to get the City Council's opinion before bringing in the amended plat. He will bring the HOA vote when he returns with the amended plat. He will meet with Mr. Nelson to ensure his amenities are correctly sized. Mayor Nannette Billings asked how many lots were in the subdivision. Mr. Venuti explained that there are 162 lots in the whole subdivision. 50 long term and 32 would be short term.

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

Stephen Nelson – Planning Commission updated its deadlines for meeting applications to give the Joint Utility Commission and other departments time to review and process applications. The Planning Department is creating an application process for items that

do not fit into the regular applications. City Council could adopt something similar to set time frames of submission for the agenda. He is preparing a draft of the Planning Department's recommendations following the Growth Workshop. He recommended continuing item 16 on tonight's agenda because there are issues with the reimbursement agreement. The Council discussed deadlines for items submitted for the packet and agenda. Mr. Prete asked if there are discretionary matters the Council does not need to hear. Mr. Nelson explained that the League and the Ombudsman office recommend that Councils do not review administrative items. Within our code, some provisions require Council's decision. He recommended reviewing those key sections. He thinks amended final plats can be managed administratively. City Manager Kaden DeMille suggested taking into consideration consent agenda items.

Weston Walker - Streets Department is finishing patching and getting ready for chip and slurry seal. They have been cleaning up sand along 600 north and in the Sky Mountain area, spraying weeds, and sweeping roads. The signage is up on Sand Mountain. The department has two backhoes available to help with Beautification Cleanup Day. He will help with the setup for the Car Show tomorrow. Two interviews were held today for the open position.

Tom Kuhlman - Fire Department is over halfway through their recruit academy. He is working on an application to get Congressional funding to complete a new fire station on Kolob Mountain. The Fire Department cannot place firework restrictions more severe than the state's firework restrictions, but the legislative body can make firework restrictions. He is not sure there is anywhere to launch fireworks safely.

Arthur LeBaron reported that Jeremy Pickering accepted the job offer. He will start on May 2, 2022. The bell tower is erected at the Community Center. As soon as the birdhouse is complete, they can put the bell on top. The department is proposing to have it dedicated at Peach Days. He suggested setting the bell to ring every hour from 6 a.m. to 8 p.m. daily. He suggested starting the ringing as soon as construction is complete. The Council recommended moving the hours to 8 a.m. to 8 p.m. The times can be reprogrammed if there are complaints about the noise. He is working on a grant for Purgatory Road. The estimated cost for the road from Hurricane to Washington is twenty-five million dollars. The grant application is for twenty million. The remaining five million will be from a local match. He thinks we have a good chance of receiving it. Utah Department of Transportation might be able to grant money for the 600 North trail.

Mike Chandler with Ash Creek discussed an article titled, City of Oceanside Opens Their New Toilet to Tap Wastewater Drinking Program. This project treats five million gallons of water per day, and we are treating two million gallons per day. One million gallons is roughly what 500 homes consume a day. We have an increasing wastewater source that, when treated, can be injected into groundwater aquifers. There are wastewater ways that can expand water usage. The confluence treatment park plant

and the future treatment facility at the lagoon location will utilize technology that will facilitate future use of potable usage.

Ken Richins – Hurricane City, Laverkin City, Toquerville City, and Washington County Water Conservancy District met for a joint workday cleaning up the deep root vegetation in Toquerville Springs. Mr. Richins recommended continuing old business agenda item 6, until our legal counsel can review it. Mayor Billings reported that the Water Conservancy District is waiting for Southern Utah Homebuilders Association (SUBA) to give their recommendation before deciding on this item.

Scott Hughes – We are participating in the Steel Solar project price. The price per megawatt has changed from $31.45 to $31.35. The department hired a new employee but is losing another.

6:00 p.m. – Call to order

Mayor Nannette Billings welcomed everyone to the meeting.

Prayer:
Diane Nay

Thought and Pledge:
Becky Wheeler

Consideration and possible approval of sponsoring money for Girls State – Diane Nay

Diane Nay with the American Legion Auxiliary reported that ten girls interviewed and six will represent Hurricane City. This year Girls State is being held at Weber State College, and it is a week-long intensive training. They asked Hurricane City to sponsor two girls at $450 per girl. This money covers room and board. Mayor Billings stated that this was on the previous budgets, but because of covid, it has not been in there for the last few years. The money will come from the contingency funds. Dave Sanders believes the Police Department can help with money as well.

Kevin Thomas motioned to approve sponsoring money for Girls State in the amount of $900. Seconded by David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Presentation of awards for community service – Rowdy Reeve

Rowdy Reeve represents Southwest Behavioral Health Center and a local coalition in Hurricane Valley. They like to find members in the community that are doing something positive. This year they have decided to recognize an adult and a youth. The adult award goes to David Vick. He is a teacher in the community. He gives back to the

community and spends time helping youth. Rosa Julander is the youth recipient. She is graduating from Hurricane High school with honors. She represents everything we want a student to be.

Council Reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District. Monday, April 11th, is the City Emergency Management Drill. Tom Jones running from Alabama, will be here to do a kickoff for the Freedom Run with United we Pledge on April 11th in the City Council Chambers. The City Council is doing a news clip about the Freedom Run at 2:30 p.m. Miss Hurricane Pageant is held at the High School on April 14th at 7:00 p.m. The rodeo to kick off the Washington County fair is April 15th – April 16th. Meet the pros is on April 19th for the City Council. The Washington County Fair Parade is on April 19th. The Washington County Fair is April 20th – April 23rd at the Legacy Park. The LPGA golf tour is April 21st – 23rd. City Wide Clean-Up is on April 29th – April 30th. The State of Hurricane Address is on May 2nd at 6:00 p.m. Honoring Police Officers on May 5th City Council meeting. The ribbon-cutting ceremony for the staging area in the Sand Hollow area is on May 6th at 3:00 p.m. Ironman is on May 7th. Battle of the Badges is on October 22nd.
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historical Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Doug Heideman	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

Minutes of the Special City Council Meeting for 2/2/2022 and Regular Meeting 3/3/2022

Kevin Thomas motioned to accept the minutes for the Special City Council Meeting on 2/2/2022 and the Regular City Council Meeting on 3/3/2022. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Public Forum – Comments from Public

Beccie Holman thanked the City Council for approving the crosswalk at Hurricane High School. She is here to talk about Old Business item 2. She is in support of some

changes. She thinks there should be a provision for continuing to grant permits, and there should be strict standards for permits granted in a residential area. She would like to see preferential consideration given to residents trying to stay in the area.

OLD BUSINESS

1. Consideration and possible approval of a **Franchise Agreement between Hurricane City and Infowest**

Mayor Billings reported that the City Council has tried to find a good solution. The staff does not have an updated ordinance, and she recommended denying the franchise agreement until the ordinance has been updated. Kaden DeMille reported that the current franchise ordinance is outdated and does not address fiber. Infowest has been good to work with, but we are not prepared to offer a recommendation.

Kelly Nyberg with Infowest reported that they are not asking for a pole attachment agreement. They are requesting a fiber franchise agreement. Eighty to ninety percent of their fiber will be underground. This is an excellent benefit for Hurricane City. City Attorney Fay Reber suggested having an expert help revise the ordinance. Councilman Heideman is against adding more lines to the existing poles. Mr. Hughes discussed the department's negative experiences with the current agreements with other companies. They are not following the department's standards. Mr. DeMille would like to see the City wired and connected to fiber. The issue is that every provider has its own underground conduit, and there are utility-related issues. He agrees that it is an excellent decision to find an expert to help revise the ordinance.

Mayor Billings feels this has been a topic since January, and it is not fair to keep the applicant on hold. We need to decide so that they can move forward. Mr. Reber stated that the pole attachment language would need to be stricken from the agreement. Councilman Thomas proposed striking the pole attachment language and approving the agreement. Beginning immediately to work on the ordinance. Staff was directed to provide a list of what each department wants addressed in the ordinance. Mr. Nyberg agreed to remove the pole attachment language and start with only the underground installation.

Councilman Prete does not want to rush through the process, and it is not good practice or wise to jump in quickly. Mike Vercimack discussed the issues with the underground conduit. Many property owners cannot get alongside their houses because of all the equipment. Other underground utilities need to be considered. He suggested a period of one month for the departments to prepare their response. Scott Hughes agreed that the lots are getting smaller, and there are issues with the location of the underground utilities. Ken Richins is concerned about retrofitting other areas. There are issues with fiber taking up large areas.

David Hirschi motioned to continue this discussion for four to six weeks. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

2. Ordinance 2022-13: Consideration and possible approval of an **ordinance updating changes to the short term rental ordinance-**Nanette Billings

Mayor Billings explained the proposed ordinance changes apply to vacation rental in single-family homes, not recreational resorts. Fred Resch III reported that they changed the ordinance to require a property manager located within Hurricane City. They also want to cap the number of licenses to sixty-eight. The change would allow on-street parking but not allow RVs and trailers on the street. If the license is revoked, the owner of the property owner shall not be issued a new vacation rental business license for a period of one year. He cleaned up some other language in the section. Cindy Beteag reported there are sixty-nine applicants on the waiting list and sixty-eight currently licensed. Mr. DeMille asked if the household multiplier needed to be changed. Mr. Nelson stated that the household multiplier would no longer apply by limiting the number of licenses. The Planning Department is strongly in favor of this ordinance change. It is essential to eliminate the negative impacts on residential neighborhoods. Mrs. Beteag reported that an owner in Zion Village requested that recreational resort areas do not need a sign listing the local contact number. Mr. LeBaron feels that this debate comes down to zoning. Zoning is an appropriate boundary to property rights. If the area is zoned single-family residential, it should be single-family residential. Many people feel that vacation rentals intrude upon single-family residential zoning. Mayor Billings recognized that not everything in Hurricane City can be a vacation and rental homes.

Amy Drawe started her business cleaning nightly rental. She also managed nightly rentals in Arizona. She is frustrated because nightly rentals and long-term rentals are a business. Long-term rental should be held to the same standard as nightly rentals. Many long-term rentals have junk in the yard and are in general unkempt. If it were a nightly rental, the owner would be fined if the property was in that state. She thinks the Council should deal with the current problems instead of creating more ordinances limiting business. Preference should be given to residents. The City is collecting transient tax on all vacation rentals, whether licensed or not.

Councilman Prete thinks that the affordable housing issue can benefit by getting the non-conforming vacation rentals under control. He is not a fan of a flat cap. The Council discussed the legality of giving preferential treatment to the residents.

Mrs. Beteag asked the Council to separate the items on the ordinance if they weren't ready to vote on the vacation rental portion so staff could start with the enforcement portion.

Kevin Thomas motioned to approve title one, chapter four of Ordinance 2022-13: Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, and Kevin Thomas voting aye. Doug Heideman voted nay.

Cindy Beteag asked the City Council for direction on notifying applicants on the waitlist. The staff and Council agreed that it should be announced as a Public Hearing for next meeting.

3. Consideration and possible approval of an **Interlocal Cooperation Agreement with Greater Zion regarding Ironman**

Fay Reber reported that he met with Kaden DeMille and Chief Excell. They changed the agreement to protect the City in specific ways, and the County Attorney's office approved it. Councilman Prete felt like the earlier version asked the City to commit to responsibilities that were not the Cities. Mr. Reber stated that the changes addressed those concerns. Mr. DeMille feels comfortable with the revised agreement.

Joseph Prete motioned to approve the Interlocal Cooperation Agreement with Greater Zion regarding Ironman. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4. Ordinance 2022-12: Consideration and possible approval of a **Land Code Use Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards**

Duane Fielding has property located near the new hospital. He feels that there are too many RV parks in the area. He was able to get funding to do townhomes instead of an RV park. They have planned everything based on mixed-use of twenty percent eight percent. This proposed change forces them back to doing an RV park.

Dave Nasal reported that there are only a few planned commercial zones in the City. He owns property on the Sand Hollow Turf Sod, and they have collaborated with staff on different ideas. Mr. Nasal thinks it should be based on acreage and not square footage.

Dwaine Schallenberger thanked staff for their hard work. Commercial developers typically ask what the rooftop and traffic count are. He cannot plan future commercial if it is based on square footage. He feels like the Planning Commission rushed through this.

Craig Hopkinson represents a client interested in bringing business to the City. His client builds retail, commercial, and residential, and they would prefer it to be based on acreage.

Mr. Nelson reported that the current commercial plan does not require mixed-use. The General Plan recommended changing that, and the Planning Commission's recommendation was to gauge that based on the square footage of the building. During the previous Planning Commission meeting, the concern was that this would make it hard to plan out a larger property.

Dave Nasal spoke for Jim Park. He reported that they want to do walkable residential to commercial. They can dedicate forty percent of the land to commercial from an acreage standpoint, and from a square footage standpoint, they can only dedicate thirty four percent

Mr. Nelson read a comment from Chase Stratton. He likes the split being based on acreage, and he thinks it should be twenty units an acre with a PDO getting it to twenty five. He thinks this is needed in the City.

Kevin Thomas motioned to continue this item for two weeks. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

5. Ordinance 2022-04: Consideration and possible approval of a proposed **Zone Change Amendment request located at approximately 600 S 3500 W from R1- 6, residential one unit per 6,000 square feet; R1-8, residential one unit per 8,000 square feet; R1-10, residential one unit per 10,000 square feet; R1-15, residential one unit per 15,000 square feet, to R1-6, residential one unit per 6,000 square feet and R1-8, residential one unit per 8,000 square feet.** Parcel number H-4-2-12-1102. D. R. Horton (Don Bean) Applicant. Adam Allen Agent

Don Bean with DR Horton was present. Mayor Billings wanted to clarify that the zone change is not contingent upon agreeing to self-help homes. Mr. Bean stated that Dr. Horton is a production builder and can provide an affordably priced home. Councilman Prete's thought is that there are affordable housing options. He thinks we need to look at a policy for new development where it is a requirement. Mr. Nelson recommended approval or denial based on the four criteria. If affordable housing is the goal, create a policy for how that is implemented. When the zoning was initially approved to follow the master plan roadways, the roadways have changed. The applicant is asking that the zoning boundaries be realigned with the roadways. Mr. Nelson recommended approval. Mayor Billings confirmed that this would increase density by eight units.

Kevin Thomas motioned to approve Ordinance 2022-04. Seconded by Doug Hedemann. Motion carried with Dave Sanders, Joseph Prete, Kevin Thomas, and Doug Heideman voting aye. David Hirschi voted nay.

6. Consideration and possible approval of **water acknowledgment statement to be required as part of land use applications.**

Dave Sanders motioned to continue until the information is received from SUBA Seconded by Joseph Prete. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

7. Ordinance 2022-06: Consideration and possible approval of a proposed **zone change located at 4700 S and 2600 W from RA-1, residential agriculture one unit per acre, to R1-10**, residential one unit per 10,000 square feet. Parcel numbers: H-3-2-32-330 and H-3-2-32-321. Calypso Ridge Properties Applicant. Karl Rasmussen Agent.

Mayor Billings asked for a map to show where this is located in conjunction with Sky Ranch. Stephen Nelson explained that the parcels to the north were required to sign a development agreement stating that any land use applications can be denied until utilities are to the site. He recommends approving the item conditional upon the signing and recording the development agreement. Councilman Thomas is inclined to say no if the utilities are not there. Mr. Rasmussen reported that the owner is willing to provide fifteen attainable housing units. Mr. Nelson recommended verbiage in the development agreement requiring deed restrictions to ensure attainable housing. Councilman Thomas does not want to approve every zone change to develop property that does not have utilities yet. Councilman Sanders pointed out that the developer cannot make any plan for the lots and streets if this is not moved forward.

Dave Sanders motioned to approve Ordinance 2022-06 subject to a development agreement regarding utilities and fifteen units of affordable housing with an 80% AMI. Seconded by Doug Heideman. Motion died with Joseph Prete, David Hirschi, and Kevin Thomas voting nay. Dave Sanders and Doug Heideman voted aye.

Joseph Prete motioned to deny Ordinance 2022-06 on the basis that there are no utilities. Seconded David Hirschi. Motion carried with Joseph Prete, David Hirschi, and Kevin Thomas voting aye. Dave Sanders and Doug Heideman voted nay.

8. Consideration and possible approval of **awarding the bid for the Sand Hollow well**

Ken Richins recommended awarding the bid to Grimshaw Drilling in the amount of $545,875.00. The department has used Grimshaw Drilling before, and he is confident they will do a good job.

David Hirschi motioned to award the bid to Grimshaw Drilling in the amount of $545,875.00. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

New Business

1. Consideration and possible approval of **renewing the lease with Hurricane Air Monitoring Station**

Mayor Billings discussed the lease details.

Kevin Thomas motioned to approve renewing the lease with Hurricane Air Monitoring Station. Seconded by Dave Sanders. Motion carried with Dave Sanders, David Hirschi, and Kevin Thomas, voting aye. Joseph Prete and Doug Heideman abstained.

2. Discussion **regarding vacation rentals**- Jacquie Slade

David Hirschi motioned to table discussion regarding vacation rentals. Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, and Kevin Thomas, voting aye. Joseph Prete and Doug Heideman abstained.

3. Consideration and possible approval of **annual State Fraud Risk Assessment**- Paige Chapman

Paige Chapman provided the City Council with the State of Utah Fraud Risk Assessment. The assessment found that the City is at minimal risk, and the staff plans to maintain minimal risk. Councilman Thomas asked if the risk assessment includes cyber-attacks. Mrs. Chapman reported that the City does have an Information Technology Policy, but that is not part of the state fraud risk assessment. The Council discussed that the City needs to have good cybersecurity policies.

Dave Sanders motioned to approve the annual State Fraud Risk Assessment. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4. Consideration and possible approval of an **amended final plat for North Slope at Copper Rock Phase 2** located at 1952 W Cedar Breaks Drive. Fairway Vista Estates Applicant. Alliance Consulting (Mike Bradshaw) Agent

Cameron Knudson with Copper Rock Development reported that they are trying to correct the property line. Mr. Nelson stated that the water meter and the fire hydrant need to be relocated. The City Engineer is reviewing the survey work, and he recommends approval conditional on the City Engineer signing off on the final plat.

David Hirschi motioned to approve the amended final plat subject to engineer approval. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

5. Consideration and possible approval of a **preliminary plat for Sky View, a 155 lot residential subdivision**, located at the southwest corner of 2800 W and 600 N. DAF DEV, LLC Applicant. Charles Hammon Agent

Charles Hammon reported they had a meeting with staff before applying for the preliminary plat. There were complications that the owner needed further coordination with the City. Rick Richardson said their objective is to keep the property, but they do not have a specific use. Mr. Nelson recommended approval subject to staff and JUC comments.

Dave Sanders motioned to approve the preliminary plat for Sky View subject to staff and JUC comments. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

6. Ordinance 2022-07: Consideration and possible approval of a proposed **Zone Change Amendment request located at 366 West 300 North from R1-10, residential one unit per 10,000 square feet, to RM-2, multifamily 10 units per acre**, to build a duplex. Larry Loveless Applicant.

Stephen Nelson reported that this home had recently burned down. The property owner requested to build a 4-plex, but the property is not one acre. Planning Commission made the recommendation to rezone the property to RM-1, which only allows a duplex. The property owner agreed.

Kevin Thomas motioned to approve Ordinance 2022-07 with zoning of RM-1 subject to staff and JUC comments. Seconded by Dave Sanders. Motion carried with Dave Sanders, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete and David Hirschi voted nay.

7. Discussion regarding the **realignment of 1100 West and the property abutting it** owned by Hurricane City and Diamond Edge Construction - Scott Stratton

Mayor Billings reported that the property was sold to Scott Stratton and the City. Scott Stratton bought the property in 2020, but it was recorded in the City's name. Some County funds were used for the roads. He and the City will have to build a portion of the road and switch ownership. Mr. Nelson asked the Council to provide staff direction to work out the agreement with the property change. Overall, this is good for the city.

8. Ordinance 2022-08: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 3150 South 1100 West to**

contain a PDO, planned development overlay with the currently underlying zone of RM-2, multifamily 10 units per acre. Parcel numbers H-3394-H, H-3394- J-1, and H-3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant. Scott Stratton Agent.

Stephen Nelson reported that the preliminary plat is approved in the presented layout. The Planning Commission felt that the roadway to the south should be connected. Mr. Stratton has agreed to put in the road but to mitigate the expense; he does not want to be limited to 174 units. His current density can go up to 220 units. Mr. Stratton requested approval for a seven-foot separation on the west side, which will allow for single-family homes. Mr. Nelson reported that the PDO base requirement is a 10-foot separation between buildings. The code does allow the Council to offer variations from application development standards. He reviewed the variation criteria. The Planning Commission made a positive recommendation on the plan, but they did not make a recommendation on this variation.

Joseph Prete motioned to continue Ordinance 2022-08 until the Planning Commission has reviewed the plans. Seconded Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

9. Ordinance 2022-09: Consideration and possible approval of a proposed **Zone Change Amendment request located at 284 W 1080 S from RA-1, residential agriculture one unit per acre, to R1-15, residential one unit per 15,000 square feet** to allow for a lot split. Parcel number H-3-2-3-2126. Michelle Stratton Shumway Applicant

Joseph Prete motioned to continue Ordinance 2022-09. Seconded Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Joseph Prete motioned to move item #11 before item #10. Seconded by David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

11. Consideration and possible approval of an **amended final plat for Pecan Valley Phase 3 located at 5200 W 2500 S**. Chris Wyler Applicant. Civil Science Agent

Joseph Prete motioned to continue. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

12. Consideration and possible approval of a **preliminary plat and of approval of a preliminary site plan for SKRE, a 2 lot commercial subdivision, located at 2545 W 60 S**. SKRE Applicant. Karl Rasmussen Agent.

Mayor Billings reported that the Planning Commission gave a positive recommendation. All the utilities are there, and it will be a retail and commercial mix. Mr. Nelson reported that there does need to be cross-access.

Kevin Thomas motioned to approve the preliminary site plan for SKRE. Seconded by David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

13. Consideration and possible approval of a **development agreement with LaRae Ellsworth Stout Revocable Trust** regarding 11.95 acres of parcel H-3350-A-Karl Rasmussen

Mr. Rasmussen reported that a zone change was approved in 2018. Mr. Nelson reported that a development agreement is in place restricting the use of the property to a roofing business. The application wants to build a home on the back of the property. This conflicts with the masterplan roadway. They will put in a cul-de-sac, so the lots have the property frontage. Stuart Stout does not want his CO to be based on having a cul-de-sac. They have given four thousand feet of sixteen feet to the City for the roadway. Mr. Nelson stated the issue is that there is light industrial in the subdivision, which does not qualify in an RA-1 code without full improvements. He read the newly approved standard. Mayor Billings stated that the owner owned and operated their business on this land for forty years. Councilman Prete declared a conflict. He stated the Stouts have been doing business and supporting the community for years. Mr. Nelson reported that staff and the City Attorney need to review this thoroughly before making a recommendation.

Dave Sanders motioned to continue this item. Seconded by David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

14. Consideration and possible approval for staff to process a **grading permit application for off-site grading for the Southern Shores Subdivision**. Cody Larkin Agent

Mayor Billings explained that the clay on the property west of the Washington County Water District would be used to build the dam. Jason Christensen explained that this process keeps 4,100 truckloads off the City and County roads. They are willing to put in lights across the road and bond to repair or pay for any damages. Stephen Nelson recommends general conditions for reclamation bond and bonding for the crossing on 3000 south and a complete transportation plan. Mr. Christensen stated that they are willing to maintain the road in a passable condition for the project's duration. He thinks that they will cross the road every ten minutes. The project should be completed in forty-five days.

David Hirschi motioned to approve based on reclamation bonding, road repair bonding, and traffic control planning. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

10. Consideration and possible approval of an **amended final plat for Seville Lots 1A and 1B, located at 952 W 325 S.** Harmony Vanderhorst Applicant

Harmony Vanderhorst reported that the lot was previously divided into two lots. They are requesting for the lots to be combined.

David Hirschi motioned to approve the amended final plat for Seville Lots 1A and 1B. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

15. Consideration and possible approval for staff to process a **grading permit application for off-site grading for the Intermountain Health Care Expansion**. Denny Spencer Agent

Stephen Nelson reported that he spoke with IHC. They will likely be finished soon and no longer need the permit.

Dave Sanders motioned to table a grading permit application for off-site grading for the Intermountain Health Care Expansion. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

16. Consideration and possible approval of a r**eimbursement agreement for the Cordero Development**, to provide impact fee vouchers for reimbursement for master plan roadways and waterlines

Joseph Prete motioned to continue the reimbursement agreement for the Cordero Development. Seconded Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

17. Ordinance 2022-10: Consideration and possible approval of a proposed **Land Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and Chapter 51 - all regarding ADU's, accessory dwelling units. Hurricane City Planning Applicant**

Fred Resch III stated that an applicant came in for a greater height and size conditional use permit. Then the Planning Commission realized it was for two accessory dwelling units, which is not allowed in the code. The ADU code definition is vague. The Planning Commission directed staff to prepare an ordinance that would allow for this in similar

circumstances. Mayor Billings feels that multifamily housing can help solve the housing problem. However, the staff is concerned that multiple homes are being built while only collecting one impact fee for water, sewer, and power. Stephen Nelson read the recommendations and standards. One of the recommendations is to allow the owner to live in either of the units. Chief Kuhlman discussed the fire code. Mike Vercimack explained that there might not be the capacity to add more power services to an already established subdivision. Mr. Nelson's recommendation is to take time to review the first reading.

Kevin Thomas motioned to continue Ordinance 2022-10. Seconded by Joseph Prete. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

18. Ordinance 2022-11: Consideration and possible approval of a **Land Code Use Amendment to adopt Water Conservation standards** within Title 10 Chapter 39 - Subdivisions, Chapter 32 - Landscaping and Screening, Chapter 23 - Planned Development Overlay, and Chapter 33 - Design and Compatibility Standards

The Water Board did not make a direct recommendation. They gave the Planning Commission concepts and ideas. The Water Board leaned towards providing incentives for conservation efforts. The Planning Commission's proposal places more landscaping requirements and restrictions on commercial, industrial, and civic development. The State passed a code requiring water-saving appliances in new homes. Mayor Billings explained that the ordinance only affects new residents. Stephen Nelson recommended taking time to consider this further.

Kevin Thomas motioned to continue for future discussion Ordinance 2022-11. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

19. Discussion regarding **updating various power related fees**

Scott Hughes explained the fees for primary service, secondary service, subdivision design reviews, and designs with estimates. The staff spends up to eight hours designing power plans for a customer. Typically, the customer will ask for multiple revisions. Stephen Nelson reported that the Planning Department charges a final plat fee, and the money goes into the general fund. We should look at our development fees to make them equitable for all the departments. Kaden DeMille agrees that there needs to be a thorough analysis. Councilman Prete is on the Power Board; they have spent much time reviewing this.

20. Discussion regarding the **Firework Proclamation for 2022** - Cindy Beteag

Tom Kuhlmann went over the dry conditions. State code does now allow a complete firework ban. The City's fireworks will be over the lake again this year. Mayor Billings stated that Sand Hollow Resort would like to contribute to the fireworks.

Adjournment: 11:00 PM

Exhibit 9

Minutes of the Hurricane City Council meeting held on April 21, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Recreation Director Tiffani Wright, Planning Director Stephen Nelson, Assistant Planner Fred Resch, Street Superintendent Weston Walker, City Engineer Arthur LeBaron, and City Recorder Cindy Beteag.

AGENDA

4:00 p.m. Discussion regarding 2022-23 budget

Council discussed the upcoming budget.

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

Scott Hughes stated the Power Department is moving the metering point to Brentwood. It should be finished next week.

Nick Wright with Fire District reported that the academy will be complete on April 29th. Twenty participants are graduating, and the graduation ceremony is on April 29th at 6:00 p.m. in the High School auditorium. The Fire District is averaging twelve calls per day.

Chief Lynn Excell reported that his goal was to get back to full staff this year. He feels they are getting closer. It is difficult to fill positions because other agencies are quickly raising wages. They have extended a conditional offer to an officer that recently left for family reasons. They will have six trainees in the Field Training Program, which is taxing on the trainers. They have extended an offer for an Evidence Technician who is expected to start in late May. Another offer was extended for an Evidence Technician apprenticeship, and she is scheduled to start in June. Mayor Billings asked what the process is for evidence after cases are closed. Mr. Excell explained the evidence process. Officers are assisting in the Washington County Fair this week and helping with Ironman in May.

Weston Walker held the last interview for the open position. He is expecting to offer the position tomorrow. Slurry seal will start next Tuesday. David Hirschi stated he is getting complaints about the dust on the roads around the ball fields. He asked if the Streets Department could put mag chloride down to help with the dust. Mr. Walker noted that they do not have that equipment, so it would have to be hired out. They did blade the

road to Sand Mountain. They had a meeting with Interstate Rock to discuss 3000 south. They will assess the road and bring in a plan soon.

Mike Vercimack is staying busy with pre-construction meetings and punch lists. Building permit requests are decreasing. Half of the building permits are for business or industrial.

Arthur LeBaron reported that repairing 3000 South will take place in the wintertime. Jeremy Pickering is starting on May 2nd. There was a water main break on Main Street caused by equipment digging, and the break caused flooding in a yard on 120 east. The drainage has been a problem there since the owner built their home. Mr. LeBaron has a plan set ready to go out to bid to fix the problem, but he will need cooperation with the owner to get easements.

Stephen Nelson is kicking off the moderate-income housing plan. State law requires class five cities to have a moderate-income plan. The City must adopt three of the menu items. They have until October 1st to get updates done. The open house is on May 11th. The Steering Committee is assisting with the process. The City was awarded a $45,000 grant from the Utah Department of Transportation (UDOT) to work on the downtown master plan. The City will contribute $5,000. The grant money is available on July 1st. Item #6 on Old Business should be continued. The updated plan does not match the water model.

Fay Reber reported that he was given a noise ordinance for the airport, but he feels that the ordinance is beyond his scope. He recommended having it reviewed by Mike Green or someone who is more knowledgeable about the subject. The City Council agreed to send the ordinance to Mike Green for review.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer: Pat McEwen

Historical Thought & Pledge: Michelle Peterson

Mayor Billings reported that the budget discussion will start in July. The meetings are open to the public.

Approval of Minutes: Special City Council Meeting for March 23, 2022, April 5, 2022, and April 13, 2022

Doug Heideman motioned to approve the Special City Council meeting minutes for March 23, 2022, April 5, 2022, and April 13, 2022. Seconded by Joseph Prete. Motion

carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Mayor Billings went over the upcoming events.

OLD BUSINESS

1. **Ordinance 2022-12:** Consideration and possible approval of a **Land Use Code Amendment to Title 10, Chapter 15, regarding Planned Commercial development standard.**

Stephen Nelson reported that several property owners requested a workshop meeting, but the Planning Commission was unable to get one scheduled. He went over the email he sent showing the current ordinance, the proposed changes, and what the property owners are requesting. The biggest concern from property owners is regarding the Planning Commission recommendation of the 20 20 split based on the square footage of the building. Property owners are also concerned with the recommendation of fifteen units.

Dave Nasal stated they agree with the goal. Commercial with residential would be easier than residential with commercial. He had heard mentioned in the council meetings that people knew the zone when they bought the property, and he is the opposite. The definition of planned commercial is changing, which is affecting him.

Mr. Nelson reported that planned commercial always allowed for residential and commercial. However, there was no requirement to do a mix, and it could have been developed fully residential. That is the reason for the proposed change.

Duane Fielding stated that there are only a few parcels zoned this way. The changes make sense for the area. They would like to have twenty units per acre because it is important to have the density to support the commercial. They oppose the ban on renting the work and live units because they should not have to be owner-occupied.

Dwaine Schallenberger stated they have a large parcel which is hard to plan based on square footage. They support the staff recommendation for acreage.

Mayor Billings was excused at 6:30 p.m.

Councilman Prete is careful not to reject the Planning Commission's recommendation. However, he does lean towards acreage instead of square footage. He supports the fifteen-unit cap on density with the potential to go up to twenty. He does not think the ordinance is ready to pass. Mr. Nelson would like feedback from City Council on what they want to see in the ordinance. The Planning Commission has put a lot of work into this, and he supports the Planning Commission. However, after the Planning

Commission's recommendation, comments were received expressing concern regarding the square footage recommendation. After doing more research, he thinks that acreage will make this ordinance successful in achieving what the City and the owners want. Councilman Heideman likes the acreage as opposed to square footage.

Doug Heideman motioned to continue Ordinance 2022-12: Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

2. Ordinance 2022-08: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 3150 South 1100 West to contain a PDO, planned development overlay with the currently underlying zone of RM-2, multifamily 10 units per acre.** Parcel numbers H-3394-H, H-3394-J-1, and H-3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant. Scott Stratton Agent.

Scott Stratton drew in some larger units in the area to break it up. They did put in the roadway that staff requested. Councilman Prete stated that the Planning Commission and staff voted to approve this. One of the reasons for the PDO is to have different setbacks. The project's density is not changing. Mr. Stratton reported that the PDO requires ten feet on the individual homes, and his request was to change that to seven feet. Mr. Nelson stated that the Planning Commission recommended approval.

Kevin Thomas motioned to approve the zone change amendment request located at approx. 3150 South 1100 West. Subject to it not exceeding 200 lots, staff, and JUC comments. Seconded by Doug Heideman. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

3. Ordinance 2022-09: Consideration and possible approval of a proposed **Zone Change Amendment request located at 284 W 1080 S from RA-1, residential agriculture one unit per acre, to R1-15, residential one unit per 15,000 square feet** to allow for a lot split. Parcel number H-3-2-3-2126. Michelle Stratton Shumway Applicant

Michelle Stratton is not present. Mr. Nelson reported that the Planning Commission recommended approval. Councilman Prete clarified that this is a one-acre lot that the applicant wants to divide into two lots. Because of the master-planned roadway, they will not have the acreage for two half-acre lots. Councilman Thomas stated that if the Council plans to deny this, it should be continued until the applicant is present. If there are no issues, the Council should vote to approve it.

Dough Heideman motioned to approve the zone change amendment request located at 284 W 1080 S. Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

4. Consideration and possible approval of an **amended final plat for Pecan Valley Phase 3 located at 5200 W 2500 S.** Chris Wyler Applicant. Civil Science Agent

Chris Wyler is not present. Mr. Nelson reported that they are not changing lots or layouts. They are changing the roadway dedication alignment. Mr. LeBaron has reviewed and signed off.

Doug Heideman motioned to approve an amended final plat for Pecan Valley Phase 3 Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

5. Consideration and possible approval of a **development agreement with LaRae Ellsworth Stout Revocable Trust** regarding 11.95 acres of parcel H-3350-A-Karl Rasmussen

Karl Rasmussen and Adam Stout present. Mr. Rasmussen reported that Stuart Stout wants to build a house on the parcel. When they met with staff, it was decided that a development agreement was necessary to allow Mr. Stout t to start building the house. The existing building and parcel to the north will go through the proper subdivision process. Mr. Stout would like the agreement to state that he will get the property's fair market value for the master-planned road.

Mr. Nelson discussed the boundaries and the history of the property. The City previously approved split zoning with light industrial and residential agriculture so the owner could operate their roofing business. After meeting with the applicant, staff felt like the dedication and improvements of the road were beyond the impact of a single home. Mr. Nelson recommended not specifically stating which funds the City will use to purchase the property for the roadway. The owner expressed concern that the roadway might cut off his ability to drive his cattle. In the agreement, they ask the City to put a culvert under the road so the animals can go back and forth. Mr. Nelson does not think this development agreement addresses what the applicant wants to do. Adding a single home will have minimal impact. But since there are some light industrials, it will trigger codes that require road improvements. The new code states that planning staff and engineering are the initial determiners of what needs to be dedicated. The Planning Commission reviews appeals or constitutional findings.

Mr. Rasmussen is unsure what the culvert would cost. Councilman Thomas is not opposed to this because it preserves the agricultural ability of the property. Mr. Vercimack clarified that a culvert is not required until the road is built. Mr. Reber does

not think this is ready to be approved. Mr. Rasmussen asked if it could be approved based on the conditions of the development agreement. Mr. Stuart wants to start building now. Councilman Prete asked if changing the zoning back to RA-1 would be the best option. The previous zoning was intended to get the business in compliance. There was no intent to turn this into an industrial area. If the City could eliminate the industrial in the area to encourage agriculture, it would meet the applicants' goals and be in the City's best interest. Mr. Reber stated it could be approved subject to the inclusion of the items in the agreement. However, it is better to have the agreement in place for the Council to review. Mr. Nelson reported that the development agreement needs to address the culvert and the road improvements.

Dave Sanders motioned to continue to this item to the next City Council meeting Seconded by David Hirschi. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

6. Consideration and possible approval of a **reimbursement agreement for the Cordero Development**, to provide impact fee vouchers for reimbursement for master plan roadways and waterlines.

Dave Sanders motioned to continue this item. Seconded by Doug Heideman. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

7. Ordinance 2022-10: Consideration and possible approval of a proposed **Land Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and Chapter 51 – all regarding ADU's, accessory dwelling units. Hurricane City Planning Applicant**

Jeremy Hargis supports allowing additional units on properties, and he would like to see it allow more ADU's with larger parcels. His aging mother and adult children can't afford housing in the area, and he is trying to accommodate them with living quarters. To have the flexibility to support his family and have a rental unit would be helpful to him.

Mr. Nelson reported that this code will allow multiple ADU in commercial and residential zones. The proposed changes do not include agriculture. The council feels it should be included in the agriculture zone. Councilman Prete is concerned because the City Attorney has not vetted this.

Kevin Thomas motioned to continue to this item to the 2nd City Council meeting in May Seconded by Doug Heideman. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

8. Consideration and possible approval of **Resolution 2022- 20 updating various power related fees**-Scott Hughes

Mr. Hughes reported that the Power Department is updating the current fees and proposing new fees. The after-hours fee does not cover the employee cost. They hope that raising the fee for meter tampering will encourage people to pay their bills and not tamper with their meters. The solar review fee needs to increase to cover staff costs. The proposed new fees are for designs and reviews of new subdivisions. Councilman Prete serves on the Power Board and attended the meetings when the fees were discussed. He stated that the fees only cover costs.

Doug Heideman motioned to approve Resolution 2022- 20 Seconded by David Hirschi. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

9. Consideration and possible approval for a **preliminary plat for Gateway at Sand Hollow Commercial, a 6 lot commercial subdivision**, located between SR-9 and Sand Hollow Road. Western MTG and Realty Co Applicant. Brent Moser Agent.

Brent Moser requested to continue this item.

Kevin Thomas motioned to continue to the next meeting if they are ready. Seconded by Doug Heideman. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

NEW BUSINESS

1. Resolution 2022-19: Discussion and consideration of approval to **appoint Brad Winder to the Planning Commission** to fulfill the remaining term of former Planning Commissioner Dayton Hall.

Dayton Hall resigned from Planning Commission, and he is now the City Attorney. Brad Winder has agreed to fulfill the remaining term.

Kevin Thomas motioned to approve Resolution 2022-19: Seconded by David Hirschi. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

2. Discussion of an ordinance **updating code 7-1-8 Off Highway vehicles**

Chief Excell stated he has spent a lot of time working on this. The current code doesn't cover side-by-side vehicles. The ordinance will conform with the standards set forth by the State of Utah. The code allows golf carts on City streets. Mr. Excell is not in favor of that. He would like recommendations from the City Council after reviewing the ordinance.

Dave Sanders motioned to go into public hearing. Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete abstained.

Mayor Billings returned at 7:30 p.m.

3. Public Hearing to take comments on the following:

a. Title 3, Chapter 10, Section 11 **Short term vacation rentals**

Nathan Cole represents multiple families. They own houses that share a property line with short-term rentals. The strengths of the ordinances are the only thing that prevents the issue from getting worse. Transient lodging has negative effects on the residents. He agrees that no RV's should be parked on the street. He disagrees with the 11:00 p.m. noise ordinance, and he would like it to be changed to 9:00 p.m. A residential neighborhood should not have to listen to nightly rentals daily.

Mayor Billings reported that 11:00 p.m. is the noise ordinance for the entire city.

Kendra Rich understands what Mr. Cole is saying. She has an ongoing problem with her neighbor, that is constantly loud. It is not a vacation rental, and she thinks the noise happens whether it is a vacation rental or not. The larger vacation rental homes increase the number of guests and parties. She feels that increasing the fine will do more than changing the time of the noise ordinance.

Joseph Prete motioned to go out of public hearing. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4. Ordinance 2022-14: Consideration and possible approval of an **ordinance updating changes to the short term rental ordinance**-Fred Resch III

Fred Resch III reported that they have updated the personal ownership data and the rental license list and gave a final warning to every non-compliant property in the city. Mr. Resch stated that he has not changed the proposed limit of sixty-eight licenses. However, they will leave the waiting list in place. There was a suggestion not to allow the permit to be transferred during the sale of a property. The current ordinance does not allow parking on the street, and the proposed change allows parking in front of the house. Councilman Prete pointed out that eliminating the license transfer will affect the property value of a vacation rental home. He stated that the Council has not reviewed this, and it is not ready to be approve.

Councilman Prete asked for clarification regarding casitas. Mr. Resch reported that they still need a license, but it is not limited. It is considered residential hosting. No issues or

complaints are coming from residential hosting. Councilman Prete recapped the proposed changes. He disagrees with capping the limit to sixty-eight. The biggest problem is unlicensed vacation rentals. He feels that the approved fine helps to regulate this better.

Mayor Billings asked Mr. Resch to go through sections one and two. Mr. Resch reported that section one applies to the proposed cap limit of sixty-eight. Section two regards administering the sale of a property with a vacation rental license. This proposal leaves the waiting list and the transfer clause in place. Councilman Prete thinks enforcement is more important than modifying the ordinance.

Joseph Prete motioned to continue this item. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

5. Public Hearing to take comments on the following:

a. **A sensitive land application** for Hideaway Ridge Phase 1 and 2, a 22-lot subdivision, located at approximately 1150 S Angell Heights Dr.

No comments.

Joseph Prete motioned to go out of public hearing. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

6. Consideration and possible approval of a **preliminary plat for Hideaway Ridge Phase 2, a three lot single family subdivision located at 1150 S Angell Heights Dr. and sensitive lands updated application for Hideaway Ridge Phase 1 and 2**. Tim & Kris Eden and Todd Trane-Millhaven Development Applicant Todd Trane-Millhaven Development Agent.

Mr. Nelson reported that this is a continuation of phase one to do a cul-de-sac at the end of the area to phase two. The Council required the applicant to provide a flag lot access into the back property, but there are easement issues with getting access to the rear property. The applicant collaborated with developers and the owner of the back property and is proposing this cul-de-sac. The length of the cul-de-sac is longer than the code allows. The City Council has the authority to approve a longer cul-de-sac. The Fire District and Planning Commission gave positive recommendations. The Planning Commission recommended approval with expectations based on sound and reasonable engineering, the length of the cul-de-sac, and subject to staff and JUC comments.

Joseph Prete motioned to approve the preliminary plat for Hideaway Ridge Phase 2 subject to staff and JUC comments. Seconded by Dave Sanders. Motion carried with

Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

7. Consideration and possible approval of a **grading permit for Balance of Nature**- Bruce Waldron

Mr. Rasmussen stated that the item could be removed. They will work through this with staff.

Joseph Prete motioned to table this item. Seconded Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

8. Ordinance 2022-15: Consideration and possible approval of a **Zone Change Amendment request located at approx. 1250 South and 1150 West from RA-1, residential one unit per acre, with an Agriculture Overlay Protection Zone, to PF**, public facility for a power substation. Parcel number H-3-2-3-3319. Hurricane City Power Applicant. Jared Ross Agent

Jared Ross stated that the department had a parcel to the south, but they made arraignments to move to a larger parcel to the north. To do that, they need to change the zone to public facilities. No public comments were received. Mr. Nelson reported that this property is an RA-1 with agriculture protection. A property owner can have the agriculture protection removed with consent from the City Council. The agriculture protection will only be removed from this parcel.

Doug Heideman motioned to approve the zone change amendment request located at approx. 1250 South and 1150 West. Seconded by Joseph Prete. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

9. Consideration and possible **approval of the bid award for the 3 Falls Substation site** and site access - Jared Ross

Mr. Ross stated that the bid is for the preliminary excavation and grading of the site. It also includes access to a service road along the remainder of 1300 south. Two bids were received. Interstate Rock's proposal is $1.1 million. Ash Excavating's proposal is $533,989. Pro Value Engineering reviewed the project to ensure everything is complete. The Power Department's recommendation is to award the bid to Ash Excavating. Councilman Prete is concerned with the drastic price difference in the bids. He wants to make sure the bid from Ash Excavating includes everything. Mr. Rasmussen is unsure why the Interstate Rock bid is higher. Ash Excavating is a credible company. Mr. Nelson reported that they plan to do offsite grading to bring in material. He feels comfortable with the Council giving JUC the ability to sign off on that in the construction drawings.

Mr. Vercimack noted that this project does not have approved construction drawings. He is unclear how this could be sent out to bid without approved construction drawings. Mr. Rasmussen stated that the red lines are complete, and the construction design is going to staff next week. Notice to proceed will not be given until the drawings are approved.

Kevin Thomas motioned to approve the bid award for the 3 Falls Substation site and site access to Ash Excavating in the amount of $533,989 based on staff approval of the construction drawings, offsite grading, and that it is bonded appropriately. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Councilman Prete would like staff to talk to Interstate Rock to clarify the price difference in their bid.

10. Ordinance 2022-16: Consideration and possible approval of a **Zone Change Amendment request located at approx. 27 North 2800 West from R1- 8, residential one unit per 8,000 square feet, to HC, highway commercial.** Parcel number H-3-1-32-440112. Swiss Seven LLC Applicant. Kent Frei Agent.

Matt Lou with American Land Consulting is representing Kent Frei. The General Plan does have a commercial designation in this area.

Kevin Thomas motioned to approve the zone change amendment request located at approx. 27 North 2800 West. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

11. Ordinance 2022-17: Consideration and possible approval of a **Zone Change Amendment request on a portion of 5584 West 720 South from M-1, light industrial, to HC, highway commercial, to match the adjacent property to allow an RV park.** Parcel number H-QCIP-3-16. Dennett Construction Applicant. Civil Science-Brandee Walker Agent.

Doug Dennett reported that the zone change request is to include the flag lot in the RV Park. Mr. Nelson stated that they want to incorporate the flag lot as highway commercial so they can extend to the RV park. The Planning Commission recommended approval with conditions because they feel this is a better use of the flag lot.

Joseph Prete motioned to approve the zone change amendment request on a portion of 5584 West 720 South. Seconded by Davide Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

12. Ordinance 2022-18: Consideration and possible approval of a **Zone Change Amendment request located at 208 South Main Street from R1-10,**

residential one unit per 10,000 square feet, to GC, general commercial, for the property to be used as a vacation rental or a commercial retail or restaurant space. Parcel number H-55. Jeremy and Laurie Scholzen Applicant.

Public comments in packet and email.

Carrie Bodell lives on 200 South. She is opposed to this change. There are already too many vacation rentals in this area. This was zoned for residential property, and the buyer knew they were buying a residential property. There is no curbing or sidewalks, and more traffic is dangerous for the kids. This is not appropriate for the residents in the area.

Michelle Peterson moved to Hurricane City because AirBnbs overran the area they lived in. They bought a historic home and take pride in improving the area. They knew they would be next to the Main Street Cafe, but they have a buffer between them. They don't want commercial on both sides.

Mr. Nelson reported that the home is on the historic registry. The registry is more of an acknowledgment and encourages maintaining the historical feature. There is no obligation for it to be maintained as historical. The General Plan encourages a variety of uses in the downtown designation. The plan also recommended that the City adopt a downtown master plan. This area might have a new zoning standard that allows a mix of residential and commercial uses in the future. The Planning Commission recommended denial.

Tori Pickering lives behind the applicant. She is opposing the change. It is challenging to walk with her kids on the streets, and the zone change will contribute to more danger. Previously, there was a pest control business in the home that didn't negatively affect the neighbors. The applicant will not have the same control with a restaurant or Airbnb. Jeremy Pickering sent emails to the Planning Commission for public comments. He does not think this is the right time to change this to commercial. Many residents oppose this. The existing zones make the properties valuable.

Andrew Ashcroft commented that no one in this area knew about the master plan. There should be a better way to inform the community.

Sicily Steffon does not live right by the property, but the traffic will affect her family. They would not have purchased their home if they knew the master plan allowed commercial. The small-town charm is disappearing everywhere.

Laurie Scholzen is surprised by the opposition. The master plan was very well-publicized. They looked at the master plan when they purchased this property. Main Street isn't as improved as it should be. If people do not come in and buy a property to preserve it, then the area will be full of old unmaintained homes. Most of the traffic along

SR-9 and SR-59 is park-driven. Commercial makes sense in this area. The approved master plan talks about enticing commercial in the downtown area.

Councilman Hirschi is concerned because the Council does not know what the use will be. Mrs. Scholzen intends to protect Main Street. Their short-term plan is to have a nightly rental and transition into commercial in the future. Mr. Nelson pointed out that once the property has the zoning, they can do whatever is allowed in that zone. The home is very small, limiting what can take place on the property.

Councilman Heideman stated that the plan to revitalize downtown has been around for a long time. Earlier tonight, he proposed eliminating nightly rentals in residential areas. This is the ideal place for vacation rental because it is located near commercial. He agrees that the street needs improvement. Mr. Nelson reported that the area was previously designated as a downtown district. The general plan provided steps for the City to take for historic preservation in that area. Councilman Sanders pointed out that the original commercial area in Hurricane was on Main Street and 400 South. The zoning has changed over the years because the town has evolved. There are many ways to revitalize the area, and this might be a solution.

Councilman Hirschi appreciates what the applicant is doing. It is difficult for him to go against what the majority of the citizens want, even if it benefits the city. He feels he is here to support the citizens. Councilman Thomas stated that the zoning line is on 200 South, and he does not think it should change until the downtown area is reviewed. Changing the zone would allow the applicant to bypass the short-term rental license waiting list.

David Hirschi motioned to deny the zone change amendment request located at 208 South Main Street based on it is not consistent with the general plan, it is not harmonious with the overall character, and it affects the adjacent properties. Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete, nay.

13. Ordinance 2022-19: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 465 North 2800 West from RA-1, residential agriculture one unit per acre, to R1-8**, residential one unit per8,000 square feet, containing a PDO, planned development overlay, to match the adjacent zones. Parcel number H-3-1-31-1104. Swiss Seven LLC Applicant. Kent Frei Agent.

Mayor Billings reported that an email came in tonight with concerns that there is no way to ensure affordable housing. Mr. Lou stated that the zone change request matches the area around them. The General Plan mentioned that this needs to be a single-family product. This amendment addresses the single-family requirement. There are 106 patio homes and five single-family homes. Mr. Nelson reported that they originally came in

with townhomes and requested a density bonus. The Planning Commission recommended they come back with a single-family product. They are under the R1-8 base density. There are sensitive lands and hillsides in the area, and they will have to work through topography issues.

Mayor Billings asked how they can help the community and make affordable housing? Mr. Lou stated that the way is to have smaller lots. He understands that affordable housing is a challenge in Utah. His strategy is that anyone who benefits from the sale of a building should have skin in the game. Everybody must be committed to addressing affordable housing. Mayor Billings wants developers to commit to helping solve the problem. Mr. Lou stated that the City can not place those requirements on developers without an ordinance.

Clelen Tanner is here opposing this development. To have 4.4 homes per acre, they must include land that is not buildable. What starts as a nice neighborhood will not end up being that way. He has seen it before and does not want to see it again. Hurricane City needs to put a pause on development. There is not a consistent shared vision for Hurricane. Why have the Master Plan if it is fluid? The usable land should calculate the density. This should be sent back for four homes per usable acre. Councilman Thomas thinks the General Plan allows for the zoning that is being proposed. The open space is beautiful, and the layout gives good open space. It is not fair to characterize a small home as unpleasing.

Mr. Nelson explained that anything over a thirty percent slope cannot be used. They did factor out the unusable space, which is still within the R1-8. He thinks it is important to note that there will be a four-way intersection, and staff would prefer a roadway connection, but the topography does not allow that.

David Hirschi motioned to deny the zone change amendment request located at approx. 465 North 2800 West based on it is not consistent with the City's General Plan and goals. No second. Motion fails.

Councilman Thomas thinks people have the right to develop their property, and it matches the surrounding uses.

Kevin Thomas motioned to approve the zone change amendment request located at approx. 465 North 2800 West subject to staff and JUC comments. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, Kevin Thomas, and Doug Heideman voting aye. David Hirschi, nay.

14. Consideration and possible approval of a **preliminary plat for Desert Bloom, a 576 lot subdivision, located at 600 S and 3500 W.** DR Horton (Don Beam) Applicant. Adam Allen Agent

Mr. Lou represents Don Beam and Dr. Horton. This is 576 single-family lots, ranging from 6,000-to 8,000 square foot lots. Mr. Nelson reported that block lengths can't be longer than 800 feet and require access to adjacent properties. The general recommendation is to make roadway connections, and the block length meets the standard. Mayor Billings asked what the requirements are for open space within a single-family zone? Mr. Nelson stated there is no open space requirement within single-family zoning. But there is a park next to this development. Brent Moser pointed out this development is part of the PID with trails, parks, and amenities.

Doug Heideman motioned to approve the preliminary plat for Desert Bloom subject to connectivity and staff and JUC comments. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, Kevin Thomas, and Doug Heideman voting aye. David Hirschi, nay.

Councilman Prete emphasized the importance of having a policy that integrates the attainable housing concept.

15. Consideration and possible approval of a **preliminary plat for Quail Creek Industrial Phase 5-8, a 63 lot industrial subdivision located at Regional Park Road and 1000 S.** Dennett Construction Applicant. Civil Science-Brandee Walker Agent.

Mr. Nelson reported that the Planning Commission made a positive recommendation. There needs to be coordination with the Purgatory Roadway, and approval needs to be subject to that happening. Multiple agencies are involved in the roadway, so they will all need to approve the alignment. Mayor Billings reported that this is federally funded, and UDOT is not involved. Another issue is figuring out who will serve power to the property. Mr. Nelson is working on this.

Doug Heideman motioned to approve the preliminary plat for Quail Creek Industrial Phase 5-8 conditional upon staff approval of the road and with staff and JUC comments. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

16. Consideration and possible approval of a **preliminary plat for Sky Valley West, a 24 lot single family subdivision**, located at 600 N and 3400 W. Frank Lindhardt/Shoshone Land Company Applicant.

David Hirschi motioned to continue the item. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

17. Consideration and possible approval of a **preliminary plat for Cordero Phase 2, a 40 lot subdivision**, located at 2100 W 3900 S. Brant Tuttle, Northern Engineering Applicant.

Brant Tuttle reported that there are items that can be addressed with the final plat. Phase 1 is under construction with thirty-nine lots. Councilman Prete pointed out that the Planning Commission recommended approval. Mr. Nelson reported that the Water Department was concerned that the water model was inadequate. The water modeling is not resolved, but the Water Department has provided a will serve letter.

Joseph Prete motioned to approve the preliminary plat for Cordero Phase 2. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

18. Consideration and possible approval of a **preliminary plat for Horseman's Edge, a 40 lot single family subdivision**, located at 3053 S 1100 W. Diamond Edge Construction Applicant. Scott Stratton Agent.

Councilman Heideman stated this the applicant has done everything asked of him. Mayor Billings confirmed that there are fifteen vacation rentals with stalls in the back and rail fences through the whole subdivision. There will also be parking for trailers. Scott Stratton stated yes. Councilman Prete reported that the Planning Commission recommended denial, but staff recommended approval. There was a difference in the verbiage of the motion compared to the discussed topics, and the Planning Commission felt this was not consistent with the motion.

Mr. Nelson reported that the language in the motion was that the development was not to exceed forty units, and the lots should average half an acre. He recollects that the agreement between the City Council and the application was that it was going to be okay with the base density of forty units because of the open space dedication. But that doesn't match the verbiage of the motion. Mayor Billings remembers Mr. Rassmussen saying with forty units at about a half-acre. The Council said yes in the motion. This matches what was discussed. The JUC had concerns about power adequacy in the area, but the JUC comments were retracted.

David Hirschi motioned to approve the preliminary plat for Horseman's Edge subject to JUC review. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

19. Ordinance 2022-20: Consideration and possible approval of a **proposed Land Code Use Amendment to Title 10, a section of Chapter 7 – regarding conditional use permits and Chapter 15 regarding Highway Commercial building standards.** Ishraj Singh Applicant. Steve Beesley Agent.

Mr. Nelson explained that the applicant applied for a conditional use permit for a tall hotel. The code is currently written as the height is 1.5 times taller than the average height of the surrounding buildings. The application was denied. The applicant filed for a code change to allow fifty-five-foot-tall buildings in highway commercial zoning. The Planning Commission felt that doing a conditional use permit for a taller building in highway commercial zoning is more appropriate and clarifying the standards on how to measure that would be better. Mr. Nelson reviewed the proposed changes.

Joseph Prete motioned to continue until the second meeting in May. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

20. Consideration and possible approval of a **Proclamation regarding the discharge of fireworks**-Cindy Beteag

Joseph Prete motioned to approve, subject to a revision to the effect that the restriction does not pertain to commercial firework displays conducted by the City. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Adjournment: 11:32 p.m.

Exhibit 10

Minutes of the Hurricane City Council meeting held on May 5,2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:00 p.m.

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

Staff Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, Street Superintendent Weston Walker, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Planning Technician Brienna Spencer, Ash Creek Special District Mike Chandler, and Fire Chief Tom Kuhlman.

AGENDA

4:00 p.m. Work Session regarding floodplain training

Angela Crowler, the State Floodplain Manager, presented the National Flood Insurance Program (NFIP) managed by FEMA to the City Council. Flash flood is on the rise in Utah. Fifteen presidentially declared disasters in Utah were flood-related. This is a voluntary program that gives communities eligibility for disaster insurance. The City has to opt into the program. There are currently twenty-five flood insurance policies through the NFIP in Hurricane City. Nine of the policies are in high-risk areas. That number does not include the private insurance policies in Hurricane City. Councilman Thomas asked if the twenty-five policyholders were required by their mortgage company to have flood insurance or did they voluntarily opt for coverage. Ms. Crowler shared that the nine policies in high-risk areas were likely required to have flood insurance. Councilman Hirschi clarified that if the Council chooses not to opt into the program, residents will not be able to obtain flood insurance through the NFIP.

Ms. Crowler discussed the NIFP requirements for communities that opt-in. Councilman Prete asked about the timeline for probation and suspension. Ms. Crowler shared that depending on the severity of the concerns, the probation period could be a year or more. FEMA does not want to put a community on probation or suspend them. If a community is on probation and fails to make the required improvements, FEMA will start the suspension process. Councilman Prete asked what the benefit is of NFIP when there is private insurance. Ms. Crowler stated that NFIP is consistent and federally backed. They do not deny insurance coverage, and there is a chance that private insurance will not insure the property.

Councilman Thomas asked how many cities are participating in Utah. Ms. Crowler stated that 228 cities are participating, and she thinks there are 290 cities within the state. Councilman Heideman asked how often the City needs to renew its participation.

Ms. Crowler reported that renewal is in conjunction with new studies. It does not cost the City anything to opt-in, but there are requirements for the floodplain administration personnel to attend specific training. Councilman Sanders asked who initiated this study and why the NFIP is not helping with the detention basin for the reservoir. Arthur LeBaron stated that this study was completed to convince the NRCS of the present danger that needs to be mitigated. Ms. Crowler stated that Hurricane City is the sponsor of the NRSC detention basin. The study identified the modeling flaws, and the NIFP is obligated to show where the risk is.

This study is FEMA funded. Ideally, NFIP would like to update maps every five years, which is difficult because the state does not have funds for that. Heavy thunderstorms are becoming the most prominent issue. Multiple communities in Washington County are going through this process. Councilman Prete stated that the proposed maps increase the flood area. Ms. Crowler reviewed the current and drafted map. The risk today is different than what the current maps are showing. Gould's Wash cannot handle the water volume in a one percent annual chance event.

Mayor Billings asked if the channel was cleared of debris, will there still be an issue. Ms. Crowler reported that the map projections are based on a clear channel. Mr. LeBaron stated that they work hard to represent the channel properly when they model a channel. The City has put in much effort to clear the channel. Councilman Prete asked if the community opts-in does this give FEMA assistance to those affected by a flood but are not within a floodplain. Mr. Crowler explained that FEMA defers to private insurance first, and there is no guarantee of FEMA assistance.

Mark Drawe declared conflict because he lives in the area and sells FEMA insurance. He reported that flood insurance deductibles typically start at $1,000. Depending on the flood zone, annual premiums can go up as high as $5,000. Most properties are underinsured even with a FEMA plan, and it is hard to get money from FEMA.

Ms. Crowler explained the difference between the Regulatory Floodway and Administrative Floodway. Councilman Prete asked what the time frame is for the completion of the study after the Goulds Wash retention is complete. Ms. Crowler stated that it could take more than eighteen months.

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

Ken Richins stated that Dallin Wadsworth had given his two weeks' notice. He accepted a position with Washington City. He went over updated information for New Business agenda item # 4. They are now requiring a wet irrigation water system and a dry system. The item should be continued until after Dayton Hall reviews it.

Tiffani Wright shared that the Recreation Department is slowly getting up to full staff. The pool opened last week. School parties cannot be accommodated because the rec

center does not have enough lifeguards. Summer programming is starting soon. She asked for direction on requirements for the Farmers Market. City Manager Kaden DeMille stated that all required safety and health measures should be implemented. A community member stated that people preparing food are required to have a food safety handlers permit. Mayor Billings stated that more details should be discussed on managing the Farmers Market. Councilman Prete feels it is important to promote agriculture as he does want to add roadblocks.

Chief Excell shared that the police department is interviewing for an officer position. The Crime Scene/Evidence Technician tech starts May 23rd providing she finds housing. The intern in that division is starting in June. Officer Torres is going through the K-9 training in Salt Lake City, and Cole Hansen is in the academy. Kasen Kennedy was rehired, and he started on Monday. There are six officers in the in-field training program and three officers attending Emergency Vehicle Operations School.

Mike Chandler reported that Interstate Rock is currently working on the settlement and patching on 3000 south. This is a temporary solution. They are working with a firm to get ground penetration radar to verify that there are no additional voids. There are more odor complaints when the weather gets hot, and they don't discourage the complaints because it helps identify corrosion. Councilman Prete asked at what point does growth becomes too much for our ponds to handle. Mr. Chandler stated that there are eight to twelve years of continuous flow coming into the lagoons at the current growth rate. The Confluence Park treatment plant will help ease that capacity.

Chief Kuhlman shared that Deputy Chief Kevin Gildea retired, and Joe Decker is the new Deputy Chief. Twenty firefighters have graduated.

Mike Vercimack reported that twenty-four building permits were issued this week. The slurry seal project is behind schedule because some materials did not meet the specifications. The paving project on Hwy 91 in the Industrial Park is complete.

Fred Resch III shared that he got a complaint that he doesn't do enough code enforcement and another that he does too much.

Stephen Nelson shared that the Open House for the Moderate-Income Housing Program is on June 8th. They are doing citizen surveys. The City is required to approve a new plan by October. He went over the timeline and steps to have the plan ready for approval in October.

Dayton Hall is the new City Attorney. It was a busy week, and he could not review everything on the agenda. Many items were removed from the agenda because they didn't follow the correct procedure.

Councilman Prete shared that he had a tour of Three Falls Elementary this week, and there is concern about the safety of the path. The path the children are walking on is not paved and does not have sidewalks.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer: Dave Sanders

Thought: Mayor Billings shared a thought about recognizing fallen officers. She extended appreciation for Police Chief Lynn Excell.

Pledge: Mayor Billings

City Attorney Dayton Hall read a resolution that Hurricane City backs the blue and HONORS Law Enforcement for the month of May.

Awards given to "Our Heroes in Action"

Officer Omar Torres. Officer Darrin Richmond. Officer Steve Johnson. Officer Trent Leslie. Officer Ryan Erickson were awarded for going above and beyond their job.

Declaration of any conflict of interest.

Kevin Thomas declared a potential conflict of interest regarding the airport lighting.

Discussion and possible approval of an **all-abilities park in Dixie Springs**- Rotary Club

Marv Marcus is the President of the Hurricane Valley Rotary Club. Mr. Marcus explained that their motto is the Service above Self. Darin Larsen shared that they propose to use the open area of Dixie Springs Park as an all-abilities park. Dixie Springs Park already has bathroom facilities and parking spaces. He provided a presentation representing some of the features that can be included in the park. Matt Wetzel with Matt's Off Road Recovery presented the Rotary Club with a $100,000.00 check. The Rotary Club asks for $200,000 from the City to go towards this park. Mr. Larsen proposed that the City donates $100,000 this year to get equipment ordered and another $100,000 next spring.

Doug Heideman motioned to appropriate $100,000 this year and $100,000 next year to the rotary club from the Dixie Springs bond fund for the all-abilities park. David Hirschi seconded the motion. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

Public Forum – Comments from Public

Consent Agenda

Mr. Hall explained the purpose of the consent agenda. All the items on the consent agenda can be approved with one motion, and items that need more discussion can be removed from the consent agenda.

Doug Heideman motioned to move item #3 from the consent agenda to item #1 on New Business. Seconded by Dave Sanders. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

Joseph Prete motioned to approve Consent Agenda items #1,2,4,5,6. Seconded by Kevin Thomas. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

David Hirschi motioned to move Old Business item #7 to item #5 on New Business and to continue New Business item #3 for Bench Lake LLC at the applicant's request. Seconded by Doug Heideman seconded the motion. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

1. Consideration and possible approval of **Resolution 2022-18 supporting local law Enforcement**

2. Consideration and possible approval of **Ordinance 2022-20 amending 8-4-4**

The rate changes were approved. This agenda item is an amendment of the ordinance to match the approved fees.

3. Resolution 2022-21: Discussion and possible approval of a **resolution appointing Kelby Iverson to the Planning Commission**

Councilman Sanders is concerned that there is no involvement from the Dixie Springs area. Stephen Nelson stated that Michelle Cloud lives in Dixie Springs. Rebecca Bronemann and Ralph Ballard live in the north section of the City. Councilman Prete does not have any concerns with Kelby Iverson. Councilman Heideman is concerned because Mr. Iverson is on the Water Board. He is uncomfortable with having one person on two boards. Others declined. Mayor Billings reported that others she approached for the position denied her request. She chose Mr. Iverson because he is familiar with agriculture. Mr. Hall shared that the City ordinance does not prohibit serving on multiple boards. Councilman Prete thinks Mr. Iverson would be a good voice, but he is uncomfortable with him serving on two boards.

4. Consideration and possible approval of a **Proclamation designating May 13 as Arbor Day**

5. Minutes of the Special City Council Meeting for February 28, 2022, and regular meeting September 2, 2021

6. Consideration and possible approval of an **Interlocal Agreement with Washington County for funding to construct the Hurricane Equestrian Park**

The money comes from the Washington County Tourism Advisory Board, and the City will receive $308,600.

OLD BUSINESS

1. Ordinance 2022-12: Consideration and possible approval of a **Land Use Code Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards**

Stephen Nelson reviewed the changes to the setbacks, the live-work units, and the change of minimum twenty percent of the development area shall be used as commercial and twenty percent as long-term residential. He discussed the changes to each section and the additional sections. Mr. Nelson reported that current law does not allow councils to require a developer to do inclusionary housing, but they can offer incentives. He and the City Attorney reviewed the amendment, and he is comfortable with the City Council moving forward with this. Councilman Prete suggested a revision to Subsection E. Possibly rewording it to increase density up to twenty units. The City can look at both options to evaluate the increase. Councilman Hirschi is concerned that this will set a precedence for developers.

Dwaine Shallenberger supports the ordinance. He thanked the Council and staff for their time in this matter.

Joseph Prete motioned to approve Ordinance 2022-12 in its latest draft with revision to Subsection E instead reads there is a density bonus of up to seventeen for commercial division and up to seventeen for affordable housing provision. Up to twenty if they do both. Seconded by Dave Sanders. Motion carried with Doug Heideman, Kevin Thomas, Joseph Prete, and David Sanders voting aye. David Hirschi voted nay.

2. Consideration and possible approval of a **reimbursement agreement for the Cordero Development,** to provide impact fee vouchers for reimbursement for master plan roadways and waterlines.

Mr. Nelson stated that the applicant is request a significant reimbursement for regionally based infrastructure. The City has tentatively agreed because most of this is beyond

their impact. Based on the latest water model, the City Engineer does not think they will qualify for reimbursement of the waterline. He recommends tabling the item until the details are worked out.

Joseph Prete motioned to table the item. Seconded by David Hirschi. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

3. Consideration and possible approval for a **preliminary plat for Gateway at Sand Hollow Commercial, a 6-lot commercial subdivision**, located between SR-9 and Sand Hollow Road. Western MTG and Realty Co-Applicant. Brent Moser Agent.

Mayor Billings asked if approval was received from UDOT. Karl Rasmussen reported that the requirements are changing. He requested to table the item.

Joseph Prete motioned to table the item. Seconded by Dave Sanders. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

4. Consideration and possible approval of Ordinance 2022-23 updating code 7-1-8 Off-Highway Vehicles

Dayton Hall reviewed this and did not have any concerns, but it is not ready to adopt. Councilman Prete would like to discuss the content and concepts.

Dave Sanders motioned to continue the item for two weeks. Seconded by David Hirschi. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

5. Ordinance 2022-14: Consideration and possible approval of an **ordinance updating changes to the short-term rental ordinance**-Fred Resch III

Mayor Billings noted that her recommendation is to leave the ordinance as is.

RuthAnn Beardsley bought a lot in Dixie Springs in 2011. They planned to use this as a nightly rental. They were on the waiting list for over a year before being granted a permit. Several developers in the area have designated areas for nightly rentals without going through the permit process. They are doing everything according to the City guidelines. Her home value will significantly decline if she cannot transfer her nightly rental permit upon selling her property.

Scott Wolfenden purchased a residence in Dixie Springs in 2016. Their nightly rental permit was granted in 2019. They have complied with the City guidelines. Item C4

allows the homeowner to transfer the permit upon sale of the property. He doesn't think this should be changed. He purchased this property to protect his investment. If this is moved forward, the existing permits should be grandfathered in.

Ed West agrees with the previous two speakers. He received his license after waiting for three years. The equity in his property has increased, and he will lose about thirty percent of his property value if he cannot transfer his license.

Fred Resch III reported that staff's recommendation is to leave the code as-is. Granicus has been helpful. He sent thirty-five final notice letters this week to comply, or they will be charged $750 per day.

Joseph Prete motioned to table the item. Seconded by Dave Sanders. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

6. Consideration and possible approval of a **preliminary plat for Sky Valley West, a 24 lot single family subdivision**, located at 600 N and 3400 West. Frank Lindhardt/Shoshone Land Company Applicant.

Frank Lindhardt explained the project and the cause of the flag lot. Stephen Nelson reported that the Planning Commission gave a positive recommendation. Councilman Thomas stated that the flag lot could have been avoided if they had one less lot. Mr. Lindhardt agreed, but that would have created two large lots. These homes are primarily sold to empty nesters who do not prefer large lots.

Joseph Prete motioned to approve the preliminary plat for Sky Valley West, a 24-lot single family subdivision, located at 600 N and 3400 W. Subject to staff and JUC comments. Seconded Dave Sanders. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

NEW BUSINESS

1. Resolution 2022-21: **Discussion and possible approval of a resolution appointing Kelby Iverson to the Planning Commission**

Councilman Thomas thinks Mr. Iverson is a good fit for this position. He is very involved in the community and has an agricultural background.

Joseph Prete motioned to appoint Kelby Iverson to the Planning Commission. Seconded by Kevin Thomas and David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, and Kevin Thomas voting aye. Doug Heideman, nay.

2. Discussion regarding **updating the ordinance pertaining to the Airport**

Authority and the board members

Mayor Billings has received a large number of public comments. She recognized that this is a big decision and that not everyone will be happy. She does not want people to feel as if they are not valued. Historically, the airport has not had lights. People who bought homes in this area knew it was an airport. She has not received any complaints about the airplanes. The complaints she gets are about helicopters. The lights are a change of use. The airport has been a daylight airport unless a pilot decides to fly in late or leave early in the morning, but that is their choice.

Scott Freeman is a corporate pilot and flight instructor. He presented a "win-win solution." The airport has been in Hurricane since 1942. There are thirteen small businesses located at the airport. He discussed the small business revenue and property taxes paid. The airport is a positive contributor to the community. This is the only airport in the state without lights. A pilot attempted to land in the dark and went off the end of the runway. Residents in the vicinity were subjected to excessive noise from Southern Utah University (SUU) helicopters. They feel that lights will result in more noise. He outlined a five-prong solution consisting of a noise abatement team, SUU Liaison team, compliance with the Memorandum of Understanding (MOU) with SUU, Implementing a Hurricane City Aircraft noise policy and procedures, and creation of a robust pilot education program. SUU is abiding by the assigned MOU. Reduce the traffic and have noise policies in place. Formed teams will implement and help keep things running smoothly.

Russ Perkins favors the lights, but he is not allowed to fly at night because of restrictions on his license. The PAPI lighting system is an important safety feature even during the day, and safety is an important issue.

Dave Houston- Airport Manager, clarified that they have six instructors and two planes.

Rich Rathke likes the sound of helicopters, but he has not heard any helicopters in the last month. The lights are always just right. If two cars were lined up on the runway, their lights would be brighter than the runway lights. The lights are set for twenty minutes, and they are there for safety.

Vaughn Jones lives in the flight path. He shared that not all pilots are the same, and it is impossible to control their difference. Some are quiet and some are loud when they land. This is a small hobby airport, and there is no reason to land in the nighttime. There is a church across the street, and many pilots have had to adjust at the last minute to miss the steeple.

Harmony Vanderhorst lives by the airport. She has politically been involved for the last few years. When we take federal government money, there are restrictions that the

government imposes. This should be kept at the local level. The City should not pay for this either. The people who want the lights should pay for them.

Lacy Jessop shared that she has lived around the airport since she was a teenager, and she has witnessed six planes go down in the daylight, not because of lights but for other reasons. As we bring up growth, there are just too many instances where people would not like a plane to land in their yards or homes.

Steve Lemmon shared a portion of two letters that he and his wife received. Highway Patrol and Life Flight are the only planes that landed between 1:00 a.m. and 3:00 a.m. in the past six months. Mr. Lemmon does not fly at night but has been accused of flying at night. The FAA states there is no record of the hillside being a problem. The City is liable to pay back all the money given by the FAA if we turn it down. Mayor Billings stated that the $124,000 for the engineering will have to be paid back if the lights are not installed. Mr. Lemmon read a portion of transcribed minutes from the City Council and FAA meeting.

Jason Campbell stated that steps can take place to potentially avoid paying back the money for the engineering if the City chooses not to move forward. SUU has admitted to flying in retaliation. This has caused issues between friends and neighbors. The City put together a resolution on the record that reminded SUU that the City is a Sovern community, and the way they fly could cause us to close our airport doors. The City went through the process of putting SUU on notice. He does not think SUU is controllable without a mandate. He agrees with the majority of Mr. Freeman's presentation. However, he would have appreciated knowing about the presentation ahead of time so he could prepare a counter presentation. The airport's lighting in relation to Mr. Freeman's proposal is the cart before the horse. The FFA will control the lights once installed, and the City will lose control. One hundred thirty-three signatures of residents who do not want night flights were gathered in seven hours. Night landings should continue to take place in St. George. It's safer for the residents and the pilots. Almost 300 of the immediately affected residents do not want this historic change to the airport.

Mayor Billings thinks it is important to review how board members are appointed. She is proposing to make changes to the ordinance. It is important to have citizens on the board who are not pilots. The ordinance states that there can be between three to seven members. She listed the current members. Councilman Prete thinks the board should be more diverse. Dave Houston shared that there were citizens on the airport board in the past who were not pilots, and they provided good perspectives. Mr. Campbell shared that it is important to citizens outside of the airport community on the board because the aircraft affects more than those within the airport community. Steve Cox stated that the board should be established proportionately. This requires expertise.

3. Consideration and possible approval of **awarding the runway lighting project at the airport** - Mike Vercimak

Councilman Sanders is appalled at the tension this has caused. Regardless of how he votes, someone is going to lose. There is no place for disrespectful comments in this discussion. He wants to do what is best for the citizens, and he would like to find some middle ground on this. He is concerned because he doesn't feel that the Council was involved in the bid process like they should have been.

Councilman Prete shared that he also has people on both sides. The Council has to consider all of the resident's feelings on the matter. The Council never wants to disappoint people, but it is impossible not to when voting on this issue. There are policy considerations for the safety of people on the ground. The lights provide safety for pilots flying at night but do not protect people on the ground. He questioned how this affects the City's efforts to preserve agriculture.

Councilman Hirschi shared that both sides have excellent arguments. Some of the things that stand out to him are the change of use application. Even though it may be best for the City, it may not be best for the citizens, and sometimes that outweighs the benefit to the City. There are many citizens living in the area who do not want this.

Councilman Thomas shared that he is saddened because of the things said about Mr. Lemmon. Mr. Lemmon is a solid pillar of the community. Councilman Thomas also has family and friends on both sides. He believes that the safety of the pilots is important and doesn't want there to be an accident caused by someone flying after dusk or before dawn because of missing the runway. He does respect and cares about the citizens that do not want this. There are things he thinks were done wrong in the way the lights came about, and things need to be changed on the airport board.

Mr. Vercimack shared how the process took place. In December 2020, the Council passed the contract with JViation unanimously. Some questions were brought up after that meeting. In January 2021, there was another vote to move forward. On two separate occasions, the lighting project was discussed. The project has received approval from the FAA and UDOT. When proposing to accept the bid award for JViation, the motion was to table the item, which is how the item got to this point. Councilman Prete asked what the move forward ahead vote was for. Mr. Vercimack stated that it was to reaffirm whether the project should move forward. In the fiscal year 2021, the Council approved $25,000 in the airport budget to match the 5% required for the project. In 2022 the Council approved $48,000 to pay for the City's share of the actual project.

Councilman Heideman "I have been in the middle of this mess from the start. I won't call it a mess. When I was first put on the airport board, I was here. We have Jason and them over here and the Airport Board over there. I did not take any sides. I did not know

anybody. I was totally neutral. I'm clear over here now. Now, Mr. Jason, I like you. I think you missed your calling in life, and you should have been a college debate person or professor. Because you know how to twist everything, that can be taken as positive. I think you try to twist too many things. That is my personal opinion. I mean, even this, trying to twist it to get out of paying this $139,000 or whatever. I think it's a little ridiculous to try and go to the FAA to argue that with them. Sure, we can do it, and we can take on lawsuits and everything else. But I do not want to do that. You know, I agree with what the council said. I like this thing my wife gave me. She said this is like trying to stuff a turkey through the beak. This has really been tough.

I do like what John Adams said, "Facts are stubborn things, and whatever may be our wishes, our inclinations are the dictates of our passion." They cannot alter the state of facts and evidence. I love that about John Adams, Second President of the United States.

Let me get into some of what I have done. I have tried to look for facts. I went out to the neighborhood and started talking and knocking on doors. Anybody can send out a bunch of emails. What are these people really saying? I took my grandkids out there, and there was a lady in her yard, and I could see the airport from her front door, so I said, can my kids play with those little chickens for a minute? I said you live right here within sight of that airport. What is your opinion of the problems you hear with this airport? Is that a big concern to you? And she said, No. she said, but do not tell my neighbors that, and don't tell anybody my name. I thought, well, that is interesting. I have lived near airports in my life. I told you that the last time we met. If you really want to have a noise problem, move next to a train track. I am serious. They are coming through there all night long, all day long. They are twice as loud as a helicopter. I am not going to wish something on somebody else that I have not experienced myself. So let me just briefly go through and summarize a few things here. We had a lot of questions come up. It is amazing to me how this flow of questions and answers has moved around. We had a lot of questions submitted to the FAA, so the Mayor called for a meeting. I thought this is awesome. We submitted six questions. They probably answered 20 questions.

I want to be right blunt with you. When I went in there, I was totally neutral. I was there to seek information. And when I left there, it was cut and dried. The FAA did a wonderful job in answering those questions. They were very diplomatic and very professional. In fact, I felt a little embarrassed to tell you the truth. I am serious. I mean, I respect Hurricane people. I am sure they are sitting there wondering why these people are making a mountain out of a molehill. That is my personal opinion. I am not going to say more because I will just say something that's rude. But I mean, they just destroyed all those questions. They did it professionally, and they asked many more. And they said, do the people follow the right procedures? They said that three times. I have it written here in my notes. I do not want to hear any more about that.

Tom Hirschi, I do not know if he appointed Mike to help him there, but he got some grants. I have them right here in my folder. I have researched it. He started improvements on the airport. The airport has continued to get better. Why did they improve when it was only 40 feet? Because it was a safety issue. Why did we send people up to the school here? Why do we have crossing guards? It is a safety issue. Why did we improve our highways? I just drove to Provo. They have now installed cable almost all the way between the two freeways. Can you imagine the millions and millions that cost us as taxpayers? Why did they do that? To protect people's lives. We had a near-crash here with a couple that almost got killed. Do we just ignore that? What is the cost of one life? If we say no tonight to the lights and it happens two months from now, you people have a conscience. That will bother me. They widened the airport to make it safer. We are trying to make it safer again. Okay, they had three people there. Eric Temperton, Jesse Lyman, and Mark Miller. One served 13 years. I know one was 20 years. I am not sure about the other one. That's a lot of experience. They go all over the United States. Every time there is a crash, they go there and ask what went wrong? How can we make it safer? It sort of bothers me that Jason tries to twist their words, and he's done that tonight. I don't find that valid."

Mayor Billings – Doug, just go ahead and talk about your feelings instead of about him. That would probably be the best.

Councilman Heideman "I'll keep going. I said I like Jason. We have gone outside and talked. I want to apologize publicly to Chuck Reeves down there. I feel like he's been thrown under the bus. I think that is really sad. Just like Steve Lemon, here was thrown under the bus. You know, a lot of these false rumors started when they were quoting Chuck. They said they couldn't have lights because of this and that and the other. I asked him, and he said, yes, well, the rest of the story was that Chuck said that the FAA said it was their opinion. And that is why they could not find any documentation. But that was the big issue three months ago or two months ago when this started FAA said they could not find any documentation either. That is why I think facts are important. That is what I base my opinion on. I would much rather pay $41,480 and finish this instead of paying back $137,000 You want to argue that back and forth. Well, my opinions are based on a lot of facts and the safety of the citizens. That's what is important to me. I knocked on a lot of doors out there. I just did not stop with one. Some people said they were upset, but it wasn't a vast majority. Yes, it's going to affect those people that are closer there.

I am going to get down to my feelings here. So that is some facts. Let's put that aside for a minute. I have lost a lot of sleep over this because of one person, and she is important to me. Ms. Wadsworth, I have talked to her two or three times. The last time I talked to her, I started driving from Hurricane, and I ended up in St. George, and I did not say much. That is a long conversation. She is important to me as a person. I said, you know, I learned from business that if you identify a problem, you need to come up with a solution. So, I went back to some of these airport members and said, what are

some solutions we can come up with to try and help her and other people? They did a lot better job than I could have ever done. And I think the presentation you saw tonight was awesome. And sometimes, you do not need an ordinance. Sometimes it's better to get volunteers to do it. They do a better job than having been forced to do it. These pilots are professional people. You are always going to have a few that don't do it. When we drive our cars down the road, we have a few people that do not obey stop signs, etc. But here's a solution that I felt would help both people, both sides.

You know, just because we put lights in does not mean all of a sudden, every pilot in southern Utah will start flying at night. I do not think they are any more night people than I am. They like to go to bed at night and sleep. I think this is a great idea. They are aware that kids would like to go to bed. When some people fly out of there with their planes at night, you don't hear them. I've called SUU. There have been some real PR problems there, and a lot of it has been brought on by us. Let's not pass the buck. We can both improve there. But anyway, I feel a lot better. Two months ago, I did not have a solution like this. I did not know all the facts. I now have most of these facts. I have a solution for Ms. Wadsworth. It is probably not going to work perfectly. But it is going to improve it. If we did nothing, it would improve it over what it was. The safety factor is pretty important to me. It is going to help the pilots with a safety factor. This friendly neighborhood policy here will help Ms. Wadsworth. That is where I am standing now. I think it is a win-win. So, I'm going to vote for it."

David Hirschi motioned to deny awarding the runway lighting project. Seconded by Joseph Prete. Motion carried with David Hirschi, Joseph Prete, and Dave Sanders, aye. Keven Thomas and Doug Heideman, nay.

4. Ordinance 2022-22: Consideration and possible approval of a **Zone Change Amendment request located on the northwest corner of 2500 South and 2100 West totaling 50 acres to contain a PDO, planned development overlay, with the underlying zone of RA-1, residential agriculture** one unit per acre to build the American Village of the West. Parcel numbers H-3345 and H-3346. Bench Lake LLC Applicant. Dennis Leavitt Agent.

5. Discussion and possible approval of **Resolution 2022-22 naming a trail in Hurricane City**-David Hirschi

Dan Zaleski is retiring from Hurricane Elementary. The Council would like to name a trail after him. It will take about a year and a half to have the trail renamed through the BLM process. Stephen Nelson stated that the City does not have the authority to name a trail on BLM land. However, it is possible to name a trailhead within the City. Councilman Hirschi read the resolution. The Council agrees with the name "The Dan Zaleski Cinder Knoll trailhead.

David Hirschi motioned to approve Resolution 2022-22. Seconded by Kevin Thomas. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

Joseph Prete motioned to move into a public hearing. Seconded by Dave Sanders. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

6. **Public Hearing** to take comments on the following:

   a. Amendments to the **Design Standards pertaining to secondary water system requirements**

Ken Richins shared that all new subdivisions are required to put in an irrigation system. The Conservancy District has come up with a way to connect temporarily to the culinary water system. The impact fee for secondary water will enable the City to put money aside for improvements.

   b. 2022-2023 **Preliminary Budget**

No comments

   c. Proposed amendments to **2021-2022 Fiscal Year Budget**

No comments

Dave Sanders motioned to move out of public hearing. Seconded by David Hirschi. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

7. Consideration and possible approval of a **Resolution approving the 2022-2023-Preliminary Budget**-Kaden DeMille

Kaden DeMille went over the preliminary general fund budget. The proposed budget is $16,832,235.00. This is a 17.93% increase from the prior-year budget. The budget will be trimmed before the June meeting. Revenues are anticipated to increase by 25%

Dave Sanders motioned to approve the Resolution for the 2022-2023 preliminary budget. Seconded by Kevin Thomas. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

8. Consideration and possible approval of a **Resolution approving the amendments to the 2021-2022 Fiscal Year Budget**-Kaden DeMille

Paige Chapman reviewed budget amendments requested by Department Heads to move from revenue to expenditure. Mayor Billings would like to see the total cost and hours the City has paid for IT.

Joseph Prete motioned to approve the 2021-2022 fiscal year budget amendment. Seconded by Dave Sanders. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

Kelby Iverson shared that he is extremely thankful for anyone who decides to serve the City. He is happy and willing to serve on the Planning Commission, and he is happy to serve on the Water Board. His passions are water and agriculture and the citizen's concerns.

9. Mayor and Council reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historic Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Vacant	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

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

Joseph Prete motioned to go into a closed meeting. Seconded by David Hirschi. Motion carried unanimously with David Hirschi, Joseph Prete, Dave Sanders, Kevin Thomas, and Doug Heideman voting aye.

Adjournment:

Exhibit 11

From: **Boyd Cook** boydc@sierrahomes.com
Subject: Fwd: Cordero 3000 South Water Line Upgrade from 8" to 12"
Date: May 3, 2022 at 8:53 AM
To: Stephen Nelson stephen@cityofhurricane.com, Jon Sorensen jons@desertsagehomesutah.com
Cc: Kyle Fielding kyle@mcdonaldfielding.com

Stephen:

Can you please tell me where we are on finalizing the Reimbursement Agreement? We have done everything asked of us and have been working on and waiting on this Agreement for many months.

Sincerely,

Boyd direct: 435.244.2627

---------- Forwarded message ---------
From: **Brant Tuttle** <btuttle@neiutah.com>
Date: Tue, May 3, 2022 at 8:40 AM
Subject: Fwd: Cordero 3000 South Water Line Upgrade from 8" to 12"
To: Mike Vercimak <mike@cityofhurricane.com>, Dallan Wadsworth <dallanw@cityofhurricane.com>, Arthur LeBaron <arthur@cityofhurricane.com>
Cc: Boyd Cook <boydc@sierrahomes.com>, Jon Sorensen <jons@desertsagehomesutah.com>, beddogolf@gmail.com <beddogolf@gmail.com>

Mike,

I am following up with the Water Model Report for the 700 lots on the 200 acre Cordero project that was sent to you on April 15th. I have not heard back from anyone regarding the water model review. Are there any questions or additional information needed in regard to the water model? Please let me know if there is anything I can do to help with the water model review.

thanks,

Brant

-------- Forwarded Message --------
Subject: Cordero 3000 South Water Line Upgrade from 8" to 12"
Date: Fri, 15 Apr 2022 15:51:18 -0600
From: Brant Tuttle <btuttle@neiutah.com>
To: Mike Vercimak <mike@cityofhurricane.com>
CC: Arthur LeBaron <arthur@cityofhurricane.com>, Dallan Wadsworth <dallanw@cityofhurricane.com>, Boyd Cook <boydc@sierrahomes.com>, Jon Sorensen <jons@desertsagehomesutah.com>, beddogolf@gmail.com <beddogolf@gmail.com>

Mike,

River Valley Development has a group wanting to purchase the Cordero 40 acre parcel as shown on the attached Project Map. The purchasers are requiring a will serve letter from the Water Department that they can be supplied water for the development. On the attached Project Map the total Cordero Project is 200 acres with 700 units representing a density of 3.5 units per acre. The 200 acre project consists of Cordero Phase I with 80 acres and 299 units, Southern Shores Ski Lake with 56 units and Cordero Phase II with 40 acres and 345 units. With the approved Cordero Offsite water line improvements we have ran a water model to determine if the existing water system including improvements under construction can meet the water demands for the entire 200 acres and 700 units. The existing water system including the offsite water line improvements will not meet the water demands for the 200 acres and 700 connections. The model was updated and ran with the upsizing of the existing 8-inch water line in 3000 South from 1100 West to 2100 West with a 12-inch water line. With the water line upsize to 12-inch the water model indicates that the existing water system with the current offsite water improvements the water demands can be met for all of the 700 units. This updated water model is attached to this email and can be sent to Alpha Engineering to run and verify on their City wide water model. In anticipation of the water model verification from Alpha Engineering we have attached the 12-inch water line construction drawings for 3000 South Street. We recognize that the PID bond has been approved by the City and the development group is in the process of preparing construction drawings and obtaining financing of the bonds. We also recognize that with the PID bond the water line upsize to 12-inch in 3000 South is probably not needed. Because of timing to finance the PID bonds, River Valley Development would like to construct the 12-inch water line improvements in 3000 South to complete their sale of the 40 acre parcel. With the verification of the water model, approval of the construction plans for the 12-inch water line improvements and a bond for the construction of the improvements would the City prepare a will serve letter to provide water for all of the 200 acres? Please let me know if you have any questions or need any additional information.

Thanks,

--
Brant Tuttle

1040 East 800 North
Orem, Utah 84097
Phone: 801.802.8992
Fax: 801.802.8993
Email: btuttle@neiutah.com
Website: http://www.neiutah.com

3000 South Water Line Upsize Plans.pdf
766 KB

Cordero Water Model Report (4-15-2022).pdf
4.9 MB

Appendix A - Project Map.pdf

Exhibit 12

From: **Boyd Cook** boydc@sierrahomes.com
Subject: Fwd: Memo from Water Department
Date: May 5, 2022 at 1:34 PM
To: Stephen Nelson stephen@cityofhurricane.com
Cc: Jon Sorensen jons@desertsagehomesutah.com, Kyle Fielding kyle@mcdonaldfielding.com, Bruce Baird bbaird@difficultdirt.com, Brant Tuttle btuttle@neiutah.com

Stephen:

This is so very frustrating!!! We have submitted the water model AND we already did tell them the amount that was "upsized" on 2600 West; which they disagreed with and what caused all of this. We are currently installing, as you know, the 18 inch line on 2600 West; which, as they admitted, is upsized. We also gave our proposal for how much of the 18 inch line is upsizing; which they disagreed with so we then asked them for the number they felt like it was. This is what we have been waiting for.

Further, could you please tell me where we are with the water-model that was submitted weeks ago?

Please call me.

Boyd direct: 435.244.2627

---------- Forwarded message ---------
From: **Stephen Nelson** <stephen@cityofhurricane.com>
Date: Wed, May 4, 2022 at 2:10 PM
Subject: Memo from Water Department
To: Boyd Cook <boydc@sierrahomes.com>, Jon Sorensen <jons@desertsagehomesutah.com>

Boyd,

I just received this from the our water engineer about the proposed agreement. Please see the attached memo.

Stephen

Get Outlook for iOS

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

May 4, 2022

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

May 4, 2022

Hurricane City Water Department
Attention: Ken Richins
646 West 600 North
Hurricane, Utah 84737

Re: Cordero Cost Reimbursement

Dear Ken:

We have reviewed the Cordero Reimbursement Summary, dated April 14, 2022, prepared by Northern Engineering, that was forwarded to our office from Hurricane City. We have the following comments:

1. Prior to development in this area there were limited to no utilities, especially water infrastructure. As the developer has elected to build in an area with limited utilities, they are responsible to extend all needed services to the area. Hurricane City has no responsibility to fund development.
2. It has only been our experience that the City would cost share if the developer proposes to install the line(s) sized for their development and the City asks them to upsize the line. While we understand the City has indicated to the Cordero development that the line extending on 2600 West is master planned to be 18-inch, it is still unclear as to what line size will be needed for the Cordero development as a water model has not yet been approved for the Cordero Subdivision. The current water model shows water pipe connections and sizes proposed in the Cordero construction drawings (onsite and off-site) which includes the 18-inich line and still does not demonstrate that they can achieve the necessary fire flows for the Cordero development, thus no reimbursement would be warranted.
3. If the developer can demonstrate that the line upsize is not needed for their development, then we would be comfortable recommending the City consider participating in the cost of the upsize from what is needed for their development and the master planned pipeline size. If this is determined to be the case, the developer would need to submit invoices for the pipe materials for the City's review, not a lump sum reimbursement request.

Let me know if there is any additional information you need regarding this review.

Sincerely,

Glen E. Carnahan, P.E.
ALPHA ENGINEERING COMPANY

Exhibit 13

From: **Aaron Robertson** aaronr@heritagedevelopment.land
Subject: Reimbursement agreement
Date: January 12, 2023 at 2:50 PM
To: Stephen Nelson stephen@cityofhurricane.com, Arthur LeBaron arthur@cityofhurricane.com
Cc: Jon Sorensen jons@desertsagehomesutah.com, Kyle Fielding kyle@mcdonaldfielding.com, Boyd Cook boydc@sierrahomes.com

AR

Stephen and Arthur, We've been going the rounds internally on how to proceed with this reimbursement agreement for Cordero. While we don't fully agree with your interpretation of the code and how you are implementing it, we are willing to agree to the numbers that you have presented. We do so in an effort to keep a working and progressing relationship with the city. Please see the updated agreement attached with your suggested changes and numbers. Please let me know if you have any questions. As you have approved the numbers and language it's my understanding that the next step is to take this to the city council for final approval. If I'm misunderstanding please let me know what the next steps are.

Thanks again for your help on this and other issues. We've appreciated the open dialogue and working with your team in getting our projects done.

Thanks,

Aaron Robertson

Heritage Land Development, LLC

Vice President

208-540-2263

aaronr@heritagedevelopment.land

2650 Washington Blvd, Suite 203, Ogden, UT 84401

The Real Estate Group

2023.01.12 Addendum 1 RA DA Cordero.docx

Exhibit 14

---------- Forwarded message ---------
From: **Jon Sorensen** <jons@desertsagehomesutah.com>
Date: Tue, Apr 11, 2023 at 4:28 PM
Subject: Fwd: FW: Cordero Reimbursement Agreement
To: Boyd Cook <boydc@sierrahomes.com>, Aaron Robertson <aaronr@heritagedevelopment.land>

Boyd below is the email that I received from Steven Nelson concerning the reimbursement agreement.

---------- Forwarded message ---------
From: **Stephen Nelson** <stephen@cityofhurricane.com>
Date: Tue, Apr 11, 2023, 4:19 PM
Subject: FW: Cordero Reimbursement Agreement
To: Jon Sorensen <jons@desertsagehomesutah.com>

John,

Here are the redlines from our discussion about the reimbursement agreement:

1. The City agrees with your assessment of the transportation and the summary you have provided. Therefore, staff is ready to give a positive recommendation on that aspect.
2. Water: We discussed water, and staff does not believe it is eligible for reimbursement (See the email below and the attached memo).
3. We have a general concern about the rest of the document, especially the PID sections. Therefore, our attorney recommends that we handle the reimbursement agreement through our typical agreement without the other items.

At your request, the staff is ready to produce a reimbursement agreement for transportation impact fees and put it on the next City Council meeting. Please let me know if you have any questions.

Stephen Nelson, AICP
Hurricane City
Planning Director
(435) 635-2811
Error! Filename not specified.

From: Glen Carnahan <glencarnahan@alphaengineering.com>
Sent: Friday, April 7, 2023 2:09 PM
To: Stephen Nelson <stephen@cityofhurricane.com>; Ken Richins <kenr@cityofhurricane.com>
Cc: Arthur Lebaron <arthur@cityofhurricane.com>; Dayton Hall <dayton@cityofhurricane.com>; Mike Vercimak <mike@cityofhurricane.com>; Jake Heward <jakeheward@alphaengineering.com>
Subject: RE: Cordero Reimbursement Agreement

Stephen,

Sorry it took so long to get this back to you. We have reviewed our files again for this project and do not feel that they have submitted anything that justifies reimbursement for an upsize. We prepared the attached memo when they submitted for reimbursement last year. Since this memo was written, we have approved a water model, but it still showed that they needed the 18" to provide the necessary flows and pressures. We have not received anything that demonstrates that they could provide the necessary flows and pressures with smaller pipe sizes to justify cost reimbursement. Unless they can provide justification, we do not feel the City should be responsible to reimburse them.

Let us know if this will work for what you need.

Thanks,

Glen

Glen E. Carnahan, PE
glencarnahan@alphaengineering.com
Error! Filename not specified.
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

From: Stephen Nelson <stephen@cityofhurricane.com>
Sent: Thursday, March 23, 2023 12:02 PM
To: Glen Carnahan <glencarnahan@alphaengineering.com>; Ken Richins <kenr@cityofhurricane.com>
Cc: Arthur Lebaron <arthur@cityofhurricane.com>; Dayton Hall <dayton@cityofhurricane.com>; Mike Vercimak <mike@cityofhurricane.com>
Subject: Cordero Reimbursement Agreement

All,

Cordero has asked for reimbursement for water improvements as follows:

Water Lines. The City will reimburse the Developer for the upsizing of water lines within the Project, including within 2600 West and Copper Rock Parkway. The parties agree that the estimated cost for such upsizing of water lines, collectively for all water lines in the entire Project, and therefore the reimbursement amount for all water lines in the entire Project, is $530,550.00 (the "Water Line Reimbursement" and together with the 2100 West Reimbursement and the Copper Rock Parkway Reimbursement, the "Project Reimbursements").

Glen, could you look at it to see if this is truly an upsize? Our code states that if they put in system improvements beyond the need of the development, then we should reimburse them for that amount. As we discussed this issue, we do believe that the water lines they put in are larger than a normal development, but the sizes they installed were required for their development to get basic flows. Could you please provide me with a written response on your letterhead to help us consider what to recommend to the City Council?

Thank you so much.

Stephen Nelson, AICP
Hurricane City
Planning Director
(435) 635-2811
Error! Filename not specified.

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

May 4, 2022

Hurricane City Water Department
Attention: Ken Richins
646 West 600 North
Hurricane, Utah 84737

Re: Cordero Cost Reimbursement

Dear Ken:

We have reviewed the Cordero Reimbursement Summary, dated April 14, 2022, prepared by Northern Engineering, that was forwarded to our office from Hurricane City. We have the following comments:

1. Prior to development in this area there were limited to no utilities, especially water infrastructure. As the developer has elected to build in an area with limited utilities, they are responsible to extend all needed services to the area. Hurricane City has no responsibility to fund development.
2. It has only been our experience that the City would cost share if the developer proposes to install the line(s) sized for their development and the City asks them to upsize the line. While we understand the City has indicated to the Cordero development that the line extending on 2600 West is master planned to be 18-inch, it is still unclear as to what line size will be needed for the Cordero development as a water model has not yet been approved for the Cordero Subdivision. The current water model shows water pipe connections and sizes proposed in the Cordero construction drawings (onsite and off-site) which includes the 18-inich line and still does not demonstrate that they can achieve the necessary fire flows for the Cordero development, thus no reimbursement would be warranted.
3. If the developer can demonstrate that the line upsize is not needed for their development, then we would be comfortable recommending the City consider participating in the cost of the upsize from what is needed for their development and the master planned pipeline size. If this is determined to be the case, the developer would need to submit invoices for the pipe materials for the City's review, not a lump sum reimbursement request.

Let me know if there is any additional information you need regarding this review.

Sincerely,

Glen E. Carnahan, P.E.
ALPHA ENGINEERING COMPANY

Exhibit 15

From: **Jon Sorensen** jons@desertsagehomesutah.com
Subject: Reimbursement agreement
Date: December 21, 2023 at 7:23 AM
To: Arthur Lebaron arthur@cityofhurricane.com, Dayton Hall dayton@cityofhurricane.com, Boyd Cook boydc@sierrahomes.com, Kyle Fielding kyle@mcdonaldfielding.com

JS

Hey Arthur and Dayton I hope you are doing well. Attached is the reimbursement agreement For Cordero. Please let us know if you have any questions.

REIMBURSEMENT MAP EXHIBIT A.pdf

2023.12.21 Reimbursement Agreement Cordero.doc
47 KB

REIMBURSEMENT EXHIBT B.pdf

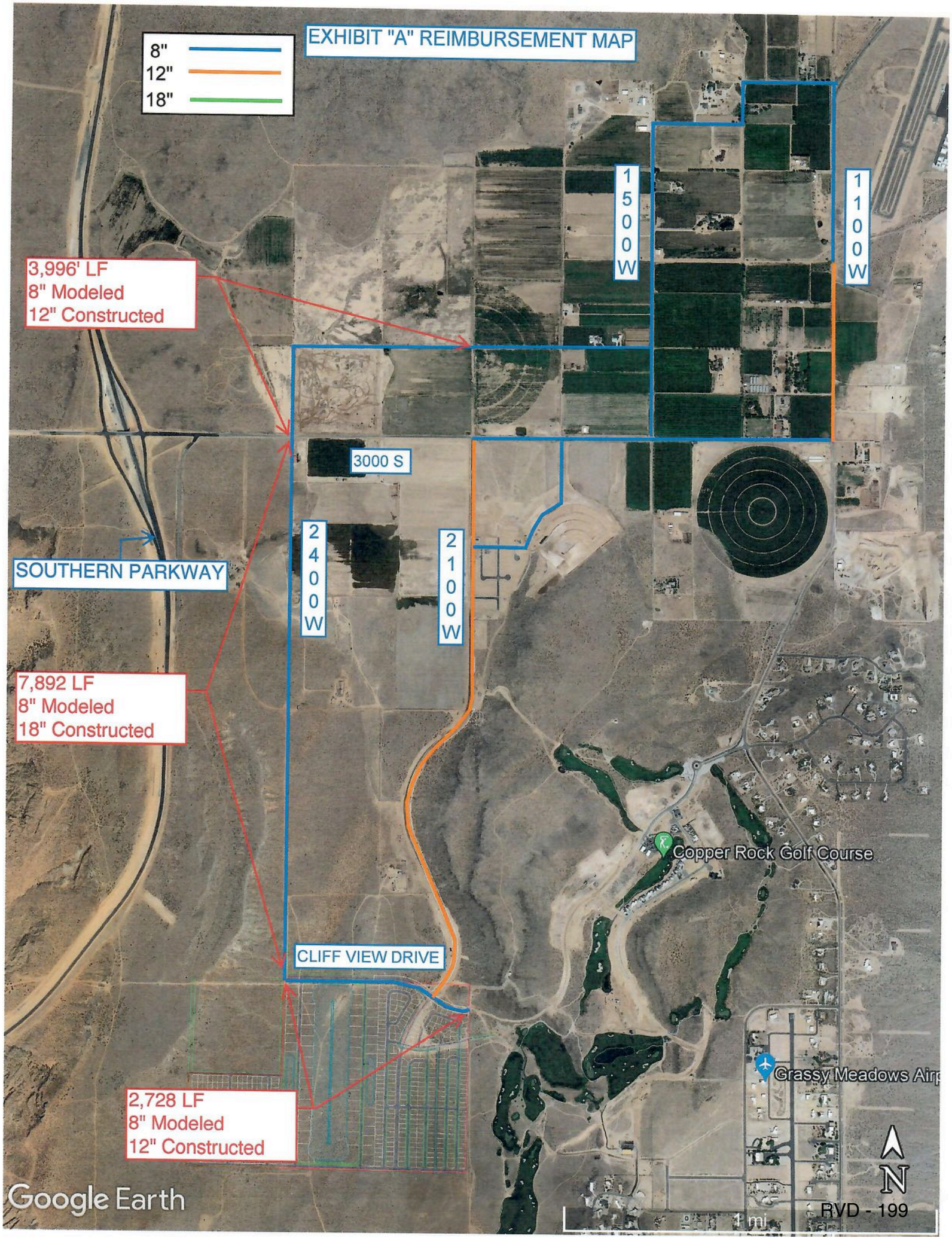


EXHIBIT "A" REIMBURSEMENT MAP
8"
12"
18"
1500W
1100W
3,996' LF
8" Modeled
12" Constructed
3000 S
2400W
2100W
SOUTHERN PARKWAY
7,892 LF
8" Modeled
18" Constructed
Copper Rock Golf Course
CLIFF VIEW DRIVE
Grassy Meadows Airp
2,728 LF
8" Modeled
12" Constructed
Google Earth
N
1 mi

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is entered into as of _____, 202__, by and between River Valley Development, LLC, a Utah limited liability company ("Developer") and Hurricane City, a municipal corporation and political subdivision of the State of Utah ("City").

RECITALS

WHEREAS, Developer owns certain real property located in Hurricane, Utah, known as a portion of the Cordero development, specifically Phase 3 ("Property");

WHEREAS, development of the Property is subject to the installation of certain water loop, roadway, and electrical power infrastructure improvements described in Sections 3-7 *below* (the "Infrastructure Improvements") identified below, some of which will be in excess of the capacity required for, or demand imposed by, the development on the Property, and the Developer is entitled to reimbursement for the proportional share of such excess capacity.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

AGREEMENT

1. Developer's Obligation. Developer shall install the Infrastructure Improvements at Developer's cost and expense including all costs and expenses associated with engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Infrastructure Improvements, in accordance with the construction plans approved by the City and/or required by City ordinances and regulations (the "Infrastructure Costs").

2. Approval, Inspection, and Acceptance. The Infrastructure Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Infrastructure Improvements are constructed per City standards. Upon successful completion, approval by the City, and posting of a required 10% Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Infrastructure Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Infrastructure Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.

3. Reimbursement – Water Loop. The City has required a water loop for the Project. However, the Developer maintains that the demand imposed by the Project does not require a water loop. The Developer agrees to construct the water loop based on the City's agreement to provide reimbursement as follows: Promptly upon completion of construction of the water loop, the City and Developer will measure the flow-rates and collectively make a determination regarding the total number of residential units that can be served by the water loop. The Developer's total cost for the water loop will then be allocated on a per-unit basis, with

Developer being responsible for the proportional cost for all units within the Project and the City reimbursing the Developer the proportional cost for all additional units capable of being served by the water loop (the "Water Loop Reimbursement"). Reimbursement will be as provided in Section 8 *below.*

4. Reimbursement – 2100 West. The City will reimburse the Developer for the actual cost of all road base and asphalt for the upsizing of 2100 West. The parties agree that the estimated cost for such upsizing of 2100 West, and therefore the reimbursement amount for 2100 West, is $84,318.00 (the "2100 West Reimbursement"). Reimbursement will be as provided in Section 8 *below.*

5. Reimbursement – 2400 West. The City will reimburse the Developer for the upsizing of 2400 West. The parties agree that the estimated cost for such upsizing of 2400 West, and therefore the reimbursement amount for 2400 West, is $388,200.00 (the "2400 West Reimbursement"). Reimbursement will be as provided in Section 8 *below.*

6. Reimbursement – Copper Rock Parkway. The City will reimburse the Developer for the upsizing of Copper Rock Parkway. The parties agree that the estimated cost for such upsizing of Copper Rock Parkway, and therefore the reimbursement amount for Copper Rock Parkway, is $243,863.70 (the "Copper Rock Parkway Reimbursement"). Reimbursement will be as provided in Section 8 *below.*

7. Reimbursement – Power Improvements. The City will reimburse the Developer for a portion of the cost of certain electrical power pole and line relocations and oversizing, in the amount of $310,339.00 (the "Electrical Reimbursement"). Reimbursement will be as provided in Section 8 *below.*

8. Impact Fee Vouchers. The City shall provide reimbursement payments in the form of impact fee vouchers. Payment for the Water Loop Reimbursement will be in the form of Water Impact Fee Vouchers, at a rate of $1,499.00 per Voucher or such other impact fee amount then in effect at the time of issuance of such vouchers, rounded up to the nearest whole number of Vouchers. Payment for the 2400 West Reimbursement and the Copper Rock Parkway Reimbursement will be in the form of Street Impact Fee Vouchers at a rate of $2,294.00 per Voucher or such other impact fee amount then in effect at the time of issuance of such vouchers, rounded up to the nearest whole number of Vouchers. Payment for the Electrical Reimbursement will be in the form of Electric Power Impact Fee Vouchers, at a rate of $2,600.00 per Voucher or such other impact fee amount then in effect at the time of issuance of such vouchers, rounded up to the nearest whole number of Vouchers. Respective Impact Fee Vouchers shall be issued by the City to the Developer at the time of completion of each respective infrastructure improvement and City approval of the same. Impact Fee Vouchers shall only be redeemable within the Cordero Development. No interest shall be paid on any amount due under the terms of this Agreement.

9. Detailed Plan. Attached hereto as **Exhibit A** is a detailed plan showing the precise location of all Infrastructure Improvements, as well as the properties in the vicinity that benefit from such upsized Infrastructure Improvements.

10. Detailed Cost Estimate. Attached hereto as part of **Exhibit B** is a detailed cost estimate showing the estimated cost of all Infrastructure Improvements.

11. Duration. This Agreement remain in effect for a period of 15 years.

12. Full Compensation. The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Infrastructure Improvements except as expressly set forth herein. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or cost sharing agreements with other neighboring or benefitted property owners, or seeking approval of a public infrastructure district, assessment area, or other financing methodology to reimburse Developer for the full cost of all Infrastructure Improvements.

13. Final Costs/Audit Rights. Upon request by the City Engineer or City Attorney, the Developer will provide to the City all pertinent financial records relating to calculation and payment of Developer's actual costs for the Infrastructure Payments so that the City may audit and verify the same.

14. Choice of Law. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fifth Judicial District Court for Washington County, Utah.

15. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

16. Recitals and Exhibits Incorporated. Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.

17. Counterparts and Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. Entire Agreement. This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof.

19. Amendment. This Agreement may only be amended by written instrument signed by both parties hereto.

[End of Terms – Signature Page Follows]

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

HURRICANCE CITY

_____
Mayor

Attest:

_____
City Recorder

DATED this ____ day of _____, 202__.

RIVER VALLEY DEVELOPMENT, LLC

By: _____
Name (Print): L. BOYD COOK
Its: AUTHORIZED SIGNER

[Exhibits A and B attached]

EXHIBIT B
CORDERO REIMBURSEMENT SUMMARY
13-Oct-23

Item No. 4, REIMBURSEMENT - 2100 WEST STREET STREET
From North Slope Development to Copper Rock Parkway

Roadway Upsize 26' to 32' Asphalt =	**$84,318.00**
Total No.4, 2100 West Reimbursement =	**$84,318.00**

Item No. 5, REIMBURSEMENT - 2400 WEST OFFSITE WATER LINE
No.5A From 3000 South Street to Copper Rock Parkway

Water Line Upsize from 8" to 18" =	**$316,600.00**

No. 5B From 2100 West to 2600 West at 2900 South

Water Line Upsize from 8" to 12" =	**$71,600.00**
Total No. 5, 2400 West Offsite Waterline Reimbursement =	**$388,200.00**

Item No. 6, REIMBURSEMENT - COPPER ROCK PARKWAY
No.6A, Copper Rock Parkway-North Side Ski Lake

Roadway Improvements-C, G, SW, RB & Asphalt =	**$90,675.20**

No.6B, Copper Rock Parkway-North Side Cordero

Roadway Improvements-C, G, SW, RB & Asphalt =	**$100,688.50**

No. 6C, Copper Rock Parkway From 2400 West to 2100 West

Water Line Upsize from 8" to 12" =	**$52,500.00**
Total No. 6, Copper Rock Parkway Reimbursement =	**$243,863.70**
TOTAL CORDERO PROJECT REIMBURSEMENT =	**$716,381.70**

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

12-Oct-23

No. 4 Cordero 2100 West Roadway Reimbursement

Northern ENGINEERING

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

12-INCH WATER LINE REQUIRED FOR PHASE 1-NO WATER LINE REIMBURSEMENT

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Dale Beddo**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**435-669-8915**	Phone:	**(801) 802-8992**
email:	beddogolf@gmail.com	email:	btuttle@neiutah.com

600 ROADWAY 6 FT EXTRA FROM 26 TO 32 ASPAHLT-2100 W from NS to Copper Rock Parkway

001a-	12" LAYER STRUCTURAL FILL 32' WIDE	7940	CY	10.00	$	79,400.00
001b-	12" LAYER STRUCTURAL FILL 26' WIDE	6452	CY	10.00	$	64,520.00
					$	***14,880.00***
002a-	8" LAYER ROADBASE 32' WIDE	5254	CY	15.00	$	78,810.00
002b-	8" LAYER ROADBASE 26' WIDE	4269	CY	15.00	$	64,035.00
					$	***14,775.00***
003a-	3" ASPHALT LAYER 32' WIDE	212800	SF	1.37	$	291,536.00
003b-	3" ASPHALT LAYRE 26' WIDE	172900	SF	1.37	$	236,873.00
					$	***54,663.00***
		REIMBURSEMENT TOTAL			***$***	***84,318.00***

TOTAL 2100 W REIMBURSEMENT	**$**	**84,318.00**

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

12-Oct-23

No. 5A Cordero Offsite Water Line Reimbursement Summary

Northern ENGINEERING

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

18-INCH WATER LINE VERSUS 8-INCH WATER LINE

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer: **River Valley Development, LLC**
Contact Name: **Dale Beddo**
Address
Phone: **435-669-8915**
email: beddogolf@gmail.com

Engineer: **NORTHERN ENGINEERING INC.**
Contact Name: **Brant Tuttle P.E.**
Address **1040 E. 800 N.**
OREM, UTAH 84097
Phone: **(801) 802-8992**
email: btuttle@neiutah.com

400	OFFSITE CULINARY WATER LINE 18-INCH VERSUS 8-INCH	Quantity	Unit	Unit Costs	Total
001a-	18" DI CULINARY WATER MAIN	7900	LF	85.00	$ 671,500.00
001b-	8" PVC CULINARY WATER MAIN	7900	LF	50.00	$ 395,000.00
					$ 276,500.00
004a-	18" BUTTERFLY VALVE	7	EA	4500.00	$ 31,500.00
004b-	8" GATE VALVE	7	EA	2000.00	$ 14,000.00
					$ 17,500.00
007a-	18" CROSS	1	EA	1500.00	$ 1,500.00
007b-	8" CROSS	1	EA	1000.00	$ 1,000.00
					$ 500.00
008a-	18" X 12" CROSS	1	EA	1500.00	$ 1,500.00
008b-	12" X 8" CROSS	1	EA	1100.00	$ 1,100.00
					$ 400.00
009a-	18" X 12" REDUCER	1	EA	1300.00	$ 1,300.00
009b-	12" X 8" REDUCER	1	EA	1000.00	$ 1,000.00
					$ 300.00
010a-	18" X 8" REDUCER	1	EA	1300.00	$ 1,300.00
010b-	12" X 8" REDUCER	1	EA	1000.00	$ 1,000.00
					$ 300.00
011a-	18" - 22.5 DEGREE BEND	2	EA	1500.00	$ 3,000.00
011b-	8" - 22.5 DEGREE BEND	2	EA	1000.00	$ 2,000.00
					$ 1,000.00
015a-	18" PLUG	2	EA	1500.00	$ 3,000.00
015b-	8" PLUG	2	EA	1200.00	$ 2,400.00
					$ 600.00
020a-	LOOPING 18" WATER LINE WITH 20 LF OF 30" CASING PIPE	1	LS	10500.00	$ 10,500.00
020b-	LOOPING 8" WATER LINE WITH 20 LF OF 18" CASING PIPE	1	LS	7000.00	$ 7,000.00
					$ 3,500.00
021a-	LOOPING 18" WATER LINE UNDER STORM DRAIN CULVERTS	4	EA	7500.00	$ 30,000.00
021b-	LOOPING 8" WATER LINE UNDER STORM DRAIN CULVERTS	4	EA	3500.00	$ 14,000.00
					$ 16,000.00
		REIMBURSEMENT TOTAL			***$ 316,600.00***

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

12-Oct-23

No. 5B Cordero Offsite Water Line Reimbursement Summary

Northern ENGINEERING

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

12-INCH WATER LINE VERSUS 8-INCH WATER LINE IN 2900 SOUTH TO 3000 SOUTH

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer: **River Valley Development, LLC**
Contact Name: **Dale Beddo**
Address
Phone: **435-669-8915**
email: beddogolf@gmail.com

Engineer: **NORTHERN ENGINEERING INC.**
Contact Name: **Brant Tuttle P.E.**
Address **1040 E. 800 N.**
OREM, UTAH 84097
Phone: **(801) 802-8992**
email: btuttle@neiutah.com

400	OFFSITE CULINARY WATER LINE 12-INCH VERSUS 8-INCH-2900 SOUTH STREET	Quantity	Unit	Unit Costs	Total
001a-	12" DI CULINARY WATER MAIN	4000	LF	65.00	$ 260,000.00
001b-	8" PVC CULINARY WATER MAIN	4000	LF	50.00	$ 200,000.00
					$ 60,000.00
004a-	12" BUTTERFLY VALVE	7	EA	3500.00	$ 24,500.00
004b-	8" GATE VALVE	7	EA	2000.00	$ 14,000.00
					$ 10,500.00
007a-	12" CROSS	1	EA	1300.00	$ 1,300.00
007b-	8" CROSS	1	EA	1000.00	$ 1,000.00
					$ 300.00
011a-	12" TEE	1	EA	1200.00	$ 1,200.00
011b-	8" TEE	1	EA	1000.00	$ 1,000.00
					$ 200.00
015a-	12" PLUG	3	EA	1200.00	$ 3,600.00
015b-	8" PLUG	3	EA	1000.00	$ 3,000.00
					$ 600.00
		REIMBURSEMENT TOTAL			***$ 71,600.00***

Engineers Construction Estimate
Cordero Subdivision, Hurricane Utah

13-Oct-23

No. 6A Copper Rock Parkway-North Side Ski Lake Improvements

Northern ENGINEERING

Prepared By: Brant Tuttle P.E.

Construction Estimate

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Boyd Cook**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**801-503-7420**	Phone:	**(801) 802-8992**
email:	boydc@sierrahomes.com	email:	btuttle@neiutah.com

600-	ROADWAY	Quantity	Unit	Unit Costs	Total
001-	4" LAYER ROAD BASE UNDER CURB, GUTTER & SIDEWALK	10,304	SF	0.45	$ 4,636.80
002-	30" TYPE A HIGH BACK CURB AND GUTTER	1,288	LF	22.00	$ 28,336.00
003-	5-FOOT SIDEWALK	1,288	LF	25.00	$ 32,200.00
004-	8" LAYER ROADBASE UNDER ASPHALT	7,728	SF	0.80	$ 6,182.40
005-	3" LAYER ASPHALT	7,728	SF	2.50	$ 19,320.00
		Roadway Improvement Sub-Total			***$ 90,675.20***

Engineers Construction Estimate
Cordero Subdivision, Hurricane Utah

13-Oct-23

No. 6B Copper Rock Parkway-North Side Cordero Improvements

Northern ENGINEERING

Prepared By: Brant Tuttle P.E.

Construction Estimate

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Boyd Cook**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**801-503-7420**	Phone:	**(801) 802-8992**
email:	boydc@sierrahomes.com	email:	btuttle@neiutah.com

600-	**ROADWAY**	**Quantity**	**Unit**	**Unit Costs**	**Total**
001-	4" LAYER ROAD BASE UNDER CURB, GUTTER & SIDEWALK	10,864	SF	0.45	$ 4,888.80
002-	30" TYPE A HIGH BACK CURB AND GUTTER	1,358	LF	22.00	$ 29,876.00
003-	5-FOOT SIDEWALK	1,358	LF	25.00	$ 33,950.00
004-	8" LAYER ROADBASE UNDER ASPHALT	9,689	SF	0.80	$ 7,751.20
002-5-	3" LAYER ASPHALT	9,689	SF	2.50	$ 24,222.50
		Roadway Improvement Sub-Total			***$ 100,688.50***

Engineers Construction Cost Estimate
Cordero Subdivision, Hurricane Utah

12-Oct-23

No. 6C Cordero Offsite Water Line Reimbursement Summary

Northern ENGINEERING

Prepared By: Brant Tuttle P.E. & Alexander Yanez EIT

12-INCH WATER LINE VERSUS 8-INCH WATER LINE IN COPPER ROCK PARKWAY FROM 2400 WEST TO 2100 West

Quantities are Engineer's estimates only. Contractor and owner to use at own discretion.

Developer:	**River Valley Development, LLC**	Engineer:	**NORTHERN ENGINEERING INC.**
Contact Name:	**Dale Beddo**	Contact Name:	**Brant Tuttle P.E.**
Address		Address	**1040 E. 800 N.**
			OREM, UTAH 84097
Phone:	**435-669-8915**	Phone:	**(801) 802-8992**
email:	beddogolf@gmail.com	email:	btuttle@neiutah.com

400	**OFFSITE CULINARY WATER LINE 12-INCH VERSUS 8-INCH-CRP, 2400 W TO 2100 W**	Quantity	Unit	Unit Costs		Total
001a-	12" DI CULINARY WATER MAIN	2600	LF	65.00	$	169,000.00
001b-	8" PVC CULINARY WATER MAIN	2600	LF	50.00	$	130,000.00
					$	***39,000.00***
004a-	12" BUTTERFLY VALVE	5	EA	3500.00	$	17,500.00
004b-	8" GATE VALVE	2	EA	2000.00	$	4,000.00
					$	***13,500.00***
		REIMBURSEMENT TOTAL			***$***	***52,500.00***

HURRICANE CITY
UTAH

STAFF COMMENTS

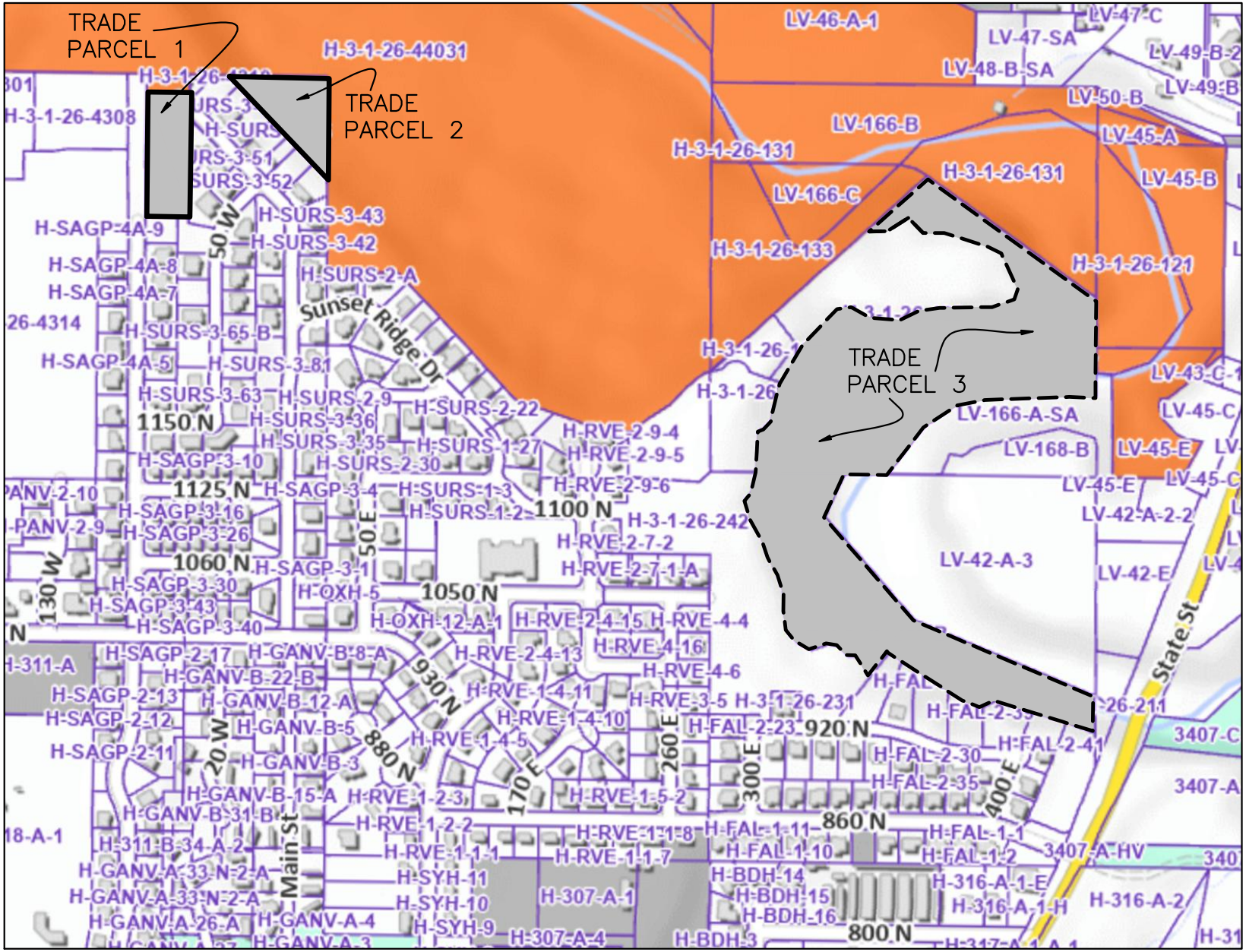
Consideration and possible approval of **Resolution 2024-17 Supporting Confluence Park Easement Grant and Partial Release** to add 20.7 acres to a conservation easement and remove from the conservation easement 1.46 acres adjacent to 100 West Street.

Discussion:
Washington County is requesting the City's support for an adjustment to a Conservation Easement in the Confluence Park area. The proposed adjustment would place the Conservation Easement on an additional 20.7 acres located below the lava cliffs and along the Virgin River. In exchange, the Conservation Easement would be removed from 1.46 acres of land above the lava cliffs, which would open the 1.46 acres up to potential development. The 1.46 acres proposed to be removed from the Conservation Easement is located south of the trail head/overlook on the far north end of Main Street and extends along the far north end of 100 West. The development of the 1.46 acres would provide for a connection between Main Street and 100 West.
The first document in the Council's packet for this item is a map showing Trade Parcels 1, 2, and 3. Trade Parcel 1 is proposed to be removed from the Conservation Easement. Trade Parcels 2 and 3 are proposed to be added to the Conservation Easement. The second document in the packet is the proposed resolution. The last two documents in the Council's packet are the land exchange and easement swap agreements that would implement the easement adjustment. The City is not a party to the agreements, but the parties are seeking the City's support.
The proposal has been reviewed by the Mayor, City Attorney, City Manager, and City Engineer, and there is general support for the proposed resolution. -Dayton Hall

Findings:

Recommendation:

Attachments:
1. CONFLUENCE TRADE PARCELS
2. Resolution 2024-17 Support for Hurricane and LaVerkin Confluence Park Easement Grant and Partial Release
3. Fully Executed with Attachments (JB Holdings)
4. Fully Executed Conservation Easement Grant and Partial Release Agreement (UDWR)


TRADE PARCEL 1
TRADE PARCEL 2
TRADE PARCEL 3
Sunset Ridge Dr
State St
Main St
1150 N
1125 N
1100 N
1060 N
1050 N
930 N
880 N
920 N
860 N
800 N
50 W
130 W
20 W
50 E
170 E
260 E
300 E
400 E
H-3-1-26-44031
H-3-1-26-4308
H-SAGP-4A-9
H-SAGP-4A-8
H-SAGP-4A-7
H-SAGP-4A-5
H-SURS-3-43
H-SURS-3-42
H-SURS-2-A
H-SURS-3-65-B
H-SURS-3-81
H-SURS-3-63
H-SURS-2-9
H-SURS-3-36
H-SURS-3-35
H-SURS-2-22
H-SURS-1-27
H-SURS-2-30
H-SURS-1-3
H-SURS-1-2
H-SAGP-3-10
H-SAGP-3-4
H-SAGP-3-16
H-SAGP-3-26
H-SAGP-3-1
H-SAGP-3-30
H-SAGP-3-43
H-SAGP-3-40
H-SAGP-2-17
H-SAGP-2-13
H-SAGP-2-12
H-SAGP-2-11
H-OXH-5
H-OXH-12-A-1
H-RVE-2-9-4
H-RVE-2-9-5
H-RVE-2-9-6
H-3-1-26-242
H-RVE-2-7-2
H-RVE-2-7-1-A
H-RVE-2-4-15
H-RVE-4-4
H-RVE-4-16
H-RVE-2-4-13
H-RVE-4-6
H-RVE-1-4-11
H-RVE-3-5
H-3-1-26-231
H-RVE-1-4-10
H-RVE-1-4-5
H-RVE-1-5-2
H-RVE-1-2-3
H-RVE-1-2-2
H-RVE-1-1-8
H-RVE-1-1-1
H-RVE-1-1-7
H-GANV-B-8-A
H-GANV-B-22-B
H-GANV-B-12-A
H-GANV-B-5
H-GANV-B-3
H-GANV-B-15-A
H-GANV-B-31-B
H-311-B-34-A-2
H-GANV-A-33-N-2-A
H-GANV-A-26-A
H-GANV-A-4
H-SYH-11
H-SYH-10
H-SYH-9
H-307-A-1
H-307-A-4
H-BDH-14
H-BDH-15
H-BDH-16
H-BDH-3
H-FAL-2-23
H-FAL-2-30
H-FAL-2-35
H-FAL-2-41
H-FAL-1-11
H-FAL-1-10
H-FAL-1-1
H-FAL-1-2
H-316-A-1-E
H-316-A-1-H
H-316-A-2
3407-A-HV
3407-C
3407-A
LV-46-A-1
LV-47-SA
LV-47-C
LV-48-B-SA
LV-49-B-2
LV-49-B
LV-50-B
LV-166-B
LV-45-A
LV-45-B
LV-166-C
H-3-1-26-131
H-3-1-26-133
H-3-1-26-121
LV-43-C-1
LV-166-A-SA
LV-45-C
LV-168-B
LV-45-E
LV-42-A-2-2
LV-42-A-3
LV-42-E

CONFLUENCE TRADE PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF LOT 54 OF SUNSET RIDGE, PHASE 3 SUBDIVISION OF WASHINGTON COUNTY, UTAH OFFICIAL RECORDS AND RUNNING THENCE NORTH 00°36'01" EAST 425.99 FEET; THENCE SOUTH 89°23'58" EAST 149.97 FEET; THENCE SOUTH 00°54'34" WEST TO AND COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID SUBDIVISION 427.13 FEET; THENCE NORTH 88°57'27" WEST ALONG SAID BOUNDARY 147.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 54 AND THE POINT OF BEGINNING.
CONTAINS 1.457 ACRES.

CONFLUENCE TRADE PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 26, TOWNSHIP 41 SOUTH, RANGE WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°39’57” EAST 348.14 FEET; THENCE NORTH 44°34’57” WEST 490.67 FEET TO A POINT ON THE SOUTH LINE OF SECTION AL LOT 5, THENCE ALONG SECTIONAL LOT 5 SOUTH 89°55’25” EAST 341.28 FEET TO THE POINT OF BEGINNING
CONTAINS 1.364 ACRES

CONFLUENCE TRADE PARCEL 3

BEGINNING AT A POINT WHICH LIES NORTH 88°52'04" WEST 2,036.69 FEET ALONG THE CENTER SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 26,TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN AND CONTINUING THENCE NORTH 88°52'04" WEST ALONG SAID CENTER SECTION LINE 146.29 FEET; THENCE SOUTH 25°00'33" WEST 163.02 FEET; THENCE SOUTH 41°00'51" EAST 467.98 FEET; THENCE SOUTH 67°02'12" EAST 668.51 FEET TO THE EAST 1/16 LINE OF SAID SECTION 26; THENCE ALONG SAID 1/16 LINE SOUTH 00°27'17" WEST 118.39 FEET; THENCE NORTH 72°55'13" WEST 355.73 FEET TO AND COINCIDENT WITH THE NORTHERLY BOUNDARY OF FALCON RIDGE, PHASE 2 SUBDIVISION OF WASHINGTON COUNTY, UTAH OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY IN THE FOLLOWING FIVE (5) COURSES: THENCE SOUTH 65°06'57" WEST 53.46 FEET; THENCE NORTH 68°44'39" WEST 62.93 FEET; THENCE NORTH 57°18'48" WEST 303.05 FEET; THENCE NORTH 30°38'18" WEST 6.05 FEET; THENCE SOUTH 38°08'06" WEST 105.79 FEET TO THE NORTHERLY BOUNDARY OF FALCON RIDGE, PHASE 4 SUBDIVISION OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY IN THE FOLLOWING TWENTY ONE (21) COURSES: THENCE NORTH 31°45'04" WEST 81.40 FEET; THENCE NORTH 89°37'26" WEST 30.94 FEET; THENCE NORTH 43°46'39" WEST 47.87 FEET; THENCE NORTH 80°45'53" WEST 37.22 FEET; THENCE SOUTH 70°53'43" WEST 62.06 FEET; THENCE NORTH 59°23'35" WEST 56.92 FEET; THENCE NORTH 38°58'28" WEST 47.75 FEET; THENCE NORTH 07°32'58" WEST 65.06 FEET; THENCE NORTH 00°53'30" EAST 56.84 FEET; THENCE NORTH 17°37'32" WEST 70.24 FEET; THENCE NORTH 29°24'24" WEST 69.48 FEET; THENCE NORTH 18°19'57" WEST 56.93 FEET; THENCE NORTH 28°49'38" WEST 87.24 FEET; THENCE NORTH 16°42'26" WEST 65.74 FEET; THENCE NORTH 39°01'08" EAST 33.27 FEET; THENCE NORTH 13°49'13" EAST 73.87 FEET; THENCE NORTH 02°55'44" EAST 140.14 FEET; THENCE NORTH 68°51'03" EAST 20.84 FEET; THENCE NORTH 42°11'56" EAST 37.67 FEET; THENCE NORTH 09°55'48" EAST 33.28 FEET; THENCE NORTH 14°07'06" EAST 99.49 FEET; THENCE NORTH 30°40'49" EAST 153.03 FEET; THENCE NORTH 43°42'11" EAST 171.54 FEET; THENCE NORTH 81°56'57" EAST 49.00 FEET; THENCE SOUTH 60°43'28" EAST 76.21 FEET; THENCE SOUTH 85°23'33" EAST 100.85 FEET; THENCE NORTH 63°44'00" EAST 73.23 FEET; THENCE NORTH 82°09'06" EAST 71.20 FEET; THENCE NORTH 88°58'06" EAST 180.01 FEET; THENCE NORTH 71°10'56" EAST 80.58 FEET; THENCE NORTH 18°41'56" EAST 36.73 FEET; THENCE NORTH 24°37'19" WEST 135.44 FEET; THENCE NORTH 63°26'59" WEST 50.75 FEET; THENCE NORTH 72°33'38" WEST 156.88 FEET; THENCE NORTH 89°37'23" WEST 72.58 FEET; THENCE NORTH 44°44'01" WEST 72.24 FEET; THENCE SOUTH 57°56'20" WEST 85.19 FEET; THENCE SOUTH 89°01'49" WEST 62.51 FEET; THENCE NORTH 48°28'23" EAST 269.64 FEET; THENCE SOUTH 54°02'48" EAST 712.13 FEET TO THE EAST 1/16 LINE OF SAID SECTION 26; THENCE ALONG SAID 1/16 LINE SOUTH 00°27'23" WEST 332.02 FEET; THENCE NORTH 87°20'56" WEST 89.76 FEET; THENCE SOUTH 87°53'01" WEST 290.32 FEET; THENCE SOUTH 78°47'50" WEST 95.72 FEET; THENCE SOUTH 57°01'21" WEST 138.15 FEET; THENCE SOUTH 37°38'17" WEST 206.34 FEET TO A POINT ON SAID CENTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 19.338 ACRES.

Resolution 2024-17

A RESOLUTION SUPPORTING WASHINGTON COUNTY AND THE UTAH DIVISION OF WILDLIFE RESOURCES' GRANT AND PARTIAL RELEASE OF THE CONSERVATION EASEMENT IN CONFLUENCE PARK

WHEREAS, Confluence Park is a 344-acre natural park owned and managed by Washington County, Utah, it is uniquely located within the boundaries of Hurricane and LaVerkin Cities where Ash Creek and LaVerkin Creek meet the Virgin River;

WHEREAS, Confluence Park sits at the bottom of large basaltic lava cliffs leaving it isolated from development;

WHEREAS, Confluence Park is home to a variety of plant, animal, and fish species and has a long and storied history;

WHEREAS, Confluence Park also provides a large variety of outstanding recreation that serves the citizens of Hurricane and LaVerkin;

WHEREAS, Confluence Park is restricted by a perpetual Conservation Easement ("Easement") as signed and executed on July 14, 2000, November 25, 2002, and the Deed recorded with the Recorder of Washington County Utah, on July 18, 2000, November 14, 2002, and April 27, 2007, respectively;

WHEREAS, the purpose of the Easement existing within Confluence Park is to protect and enhance the natural wildlife habitat, scenic, cultural, historical, and open space values (collectively the "Conservation Value") of Confluence Park and to provide recreation opportunities for members of the public;

WHEREAS, on February 1, 2022, the Washington County Board of Commissioners approved and executed a Land Trade Agreement Between Washington County, Utah, and JB Holding LLC ("Land Trade Agreement");

WHEREAS, Washington County is the Grantor and the State of Utah, Department of Natural Resources, Division of Wildlife Resources ("UDWR") is the Grantee of the Easement;

WHEREAS, in December of 2023, Washington County and UDWR entered into an agreement to release approximately 1.46 acres of land from the Easement that have little to no Conservation Value and to grant approximately 20.7 additional acres of land into the Easement that have high Conservation Value ("Easement Grant and Release Agreement); and

WHEREAS, it is in the best interest of the citizens Hurricane City to support the Land Trade Agreement and the Easement Grant and Release Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE HURRICANE CITY COUNCIL that Hurricane City supports the Land Trade Agreement and the Easement Grant and Release Agreement.

VOTED UPON AND PASSED BY THE HURRICANE CITY COUNCIL AT A REGULAR MEETING OF HURRICANE CITY COUNCIL on April 4, 2024.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Hurricane City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 4th day of April 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, Recorder

LAND TRADE AGREEMENT

BETWEEN WASHINGTON COUNTY, UTAH AND JB HOLDING LLC.

This agreement is made and entered this 1st day of February, 2022 ("Effective Date") by and between Washington County, Utah, ("County") and JB Holding LLC.

RECITALS

WHEREAS, Confluence Park in Washington County, State of Utah, is restricted by a perpetual Conservation Easement ("Easement"), executed in multiple parts, as document numbers 00691045, 00791481, and 20070021550;

WHEREAS, the purpose of the Easement existing within Confluence Park is to protect and enhance the natural wildlife habitat, scenic, cultural, historical, and open space values (collectively the "Conservation Value") of Confluence Park;

WHEREAS, County is the owner of the real property located within Confluence Park in Washington County, State of Utah, as described in Exhibit A as Trade Parcel 1 (the "Out Property");

WHEREAS, JB Holding LLC, is the owner of 3 real property parcels located in Washington County, State of Utah, described as: Trade Parcel 2 and Trade Parcel 3 in Exhibit A, and Access Lot in Exhibit B (collectively the "In Property");

WHEREAS, In Property has significant wildlife habitat values, ecological values and open space values as recognized in the Utah Land Conservation Easement Act, (Utah Code §57-18-1 *et seq.*);

WHEREAS, Access Lot of In Property will provide public legal access to the Easement property;

WHEREAS, at the sole discretion of the County, Access Lot may remain without the conservation easement restrictions;

WHEREAS, JB Holding LLC, intends to convey In Property to County to expand and improve the Conservation Value of Confluence Park;

WHEREAS, Out Property has greater development value than Conservation Value when compared to In Property; and

WHEREAS, County intends to convey Out Property to JB Holding LLC, free of all Easement restrictions, in exchange for In Property, and JB Holding LLC, intends to convey In Property in exchange for Out Property, (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, County and JB Holding LLC, agree as follows:

1. JB Holding LLC Deed to County

JB Holding LLC shall convey, by warranty deed, In Property to County after County has performed its Due Diligence of In Property in accordance with Section 6 of this Agreement.

2. The DWR Exchange

2.1 JB Holding LLC, shall deed In Property to County for the explicit purpose to exchange In Property for Out Property (the "Exchange") within the Easement. The Exchange is to further conservation efforts at the Confluence Park with the Utah Division of Wildlife Resources ("DWR"). The Exchange is a separate agreement between County and DWR.

2.2 If the Exchange is not completed by December 31, 2022 ("Date Certain") the County shall convey In Property back to JB Holding LLC. In such event this Agreement is terminated.

2.2.1 No later than 30 days prior to the Date Certain Parties may amend the Agreement, in writing, to extend the Date Certain.

3. County Deed to JB Holding LLC

Provided that the Exchange is fully executed and completed, County shall deed Out Property to JB Holding LLC, free of all Easement restrictions.

4. Valuation of In Property and Out Property

4.1 In order to satisfy the existing Easement, In Property must be of equal or greater fair market value than Out Property.

4.2 In order to satisfy the existing Easement, In Property must be of equal or greater Conservation Value than Out Property

4.3 If In Property fair market value and conservation value do not satisfy the Exchange, the County, at its sole discretion may terminate this Agreement and Deed the In Property back to JB Holding LLC. In the alternative, the County may

require JB Holding LLC to provide additional lands to satisfy the requirements of the Easement.

4.4 If the appraised value of the In Property is substantially greater than the Out Property the County may pay up to $40,000 of the appraised value difference to JB Holding LLC. Any monies required to be paid by County under this Section (4.4) shall be paid no later than 30 days after the completion of the Exchange.

5. Responsibilities of Parties

5.1 County shall coordinate with DWR all appraisals and federal, state, and local environmental requirements to complete Exchange.

5.1.1 County and DWR shall bear all costs associated with Section 5.1.

5.2 JB Holding LLC, shall coordinate and is responsible for all local land use requirements, including but not limited to, land surveys, engineering, subdivisions, platting, map creation, legal descriptions, and local government approvals required for both this Agreement and the Exchange.

5.3 JB Holding LLC, shall coordinate and is responsible to employee a reputable title company of its choosing, to facilitate the transfer of the deeds.

5.4 JB Holding LLC, shall also provide an escrow agreement, prior to closing that is acceptable to the County.

6. Due Diligence.

The County shall have a 30 day due diligence period, beginning at the Effective Date, to satisfy itself regarding the In Property, the title report, and this transaction. JB Holding LLC agrees it will reasonably cooperate with County during this Due Diligence period.

7. Recitals

Recitals shall be incorporated into this Agreement.

8. Broker

Both parties warrant that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or the subsequent closing.

9. Closing

JB Holding LLC, shall prepare all closing documents and provide such documents to County for review in time sufficient for closing. Such documents shall include, without limitation, the deeds for each conveyance. JB Holding LLC, shall also bear all closing costs and costs associated with the recording the deeds.

10. "AS IS" Condition

The parties accept that both In Property and Out Property shall be conveyed according to each Properties' present condition. Neither party extends any warranties or representations concerning the Properties. The parties understand that Out Property is currently restricted by the Easement and upon the Exchange the Out Property will be conveyed to JB Holding LLC without said Easement.

11. Attorney Fees and Legal Expenses

In the event of a dispute associated with this Agreement, the prevailing party shall be entitled to legal fees, including, but not limited to its attorney's fees.

12. Notices

Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to the Parties at the following addresses:

County:	Washington County 197 E. Tabernacle St. St. George, Utah 84770 Attn: County Attorney's Office
JB Holding LLC:	JB Holding LLC, PO BOX 390 LaVerkin, Utah 84745

13. Default and Remedies

13.1 If either party defaults under this Agreement, the non-defaulting party may waive the default and proceed to closing, seek specific performance, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations hereunder.

13.2 The Remedies set out in this paragraph are the sole and exclusive remedies for either party's default under this Agreement.

13.3 The County is not responsible for any of the following liabilities: loss of profits, revenues, or business reputation or opportunity; indirect or consequential loss; or punitive damages. In all events, the County's total monetary liability arising out of or related to the transaction contemplated under this Agreement is $25,000, irrespective of whether a claim for damages is pleaded in contract, tort, or otherwise. This provision survives the closing and is not subject to the "merger doctrine."

14. Dispute Resolution

In the event a dispute regarding this Agreement shall arise between the parties to this Agreement, the parties agree to participate in mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation.

15. Governing law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

16. Taxes

JB Holding LLC shall pay all currently due taxes on In Property and any pro-rated amount to cover the current year of the execution of this Agreement. JB Holding LLC shall also pay any rollback taxes due in accordance with this Agreement.

17. Indemnification

JB Holding LLC will indemnify, defend (which is defined as the payment of defense costs incurred by the county for attorneys of the county's choosing), and hold the County harmless from any lawsuit, action, claim, or cause of action brought by any third party related to or arising from the removal of the Out Property from the conservation area of the Easement or any other matter related to this Agreement.

18. Waiver

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

19. Third party beneficiary

Upon the full execution of the Exchange and this Agreement, DWR shall be the Grantee of a conservation easement to be placed on the In Property and shall remove the Easement on Out Property. No other third parties are beneficiaries of this Agreement.

20. Severability

If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, at the sole discretion of the County, the enforceability of the remaining provisions of this Agreement shall be affected.

21. Time

Time is of the essence with regard to the dates or times set forth in this Agreement.

22. Authority of Signatories

The persons executing this Agreement on behalf of their respective organizations, warrants that he or she is authorized to act on behalf of said organization.

23. Assignment

This Agreement shall not be assigned without prior written consent of the other party.

24. Entire agreement

This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

(Signatures on next page)

Contract: R-2022-2897

WASHINGTON COUNTY, UTAH:

Sign: _____

Print: Victor Iverson

Title: commission chair

Date: 2/1/22

JB Holding LLC:

Sign: _____ Member

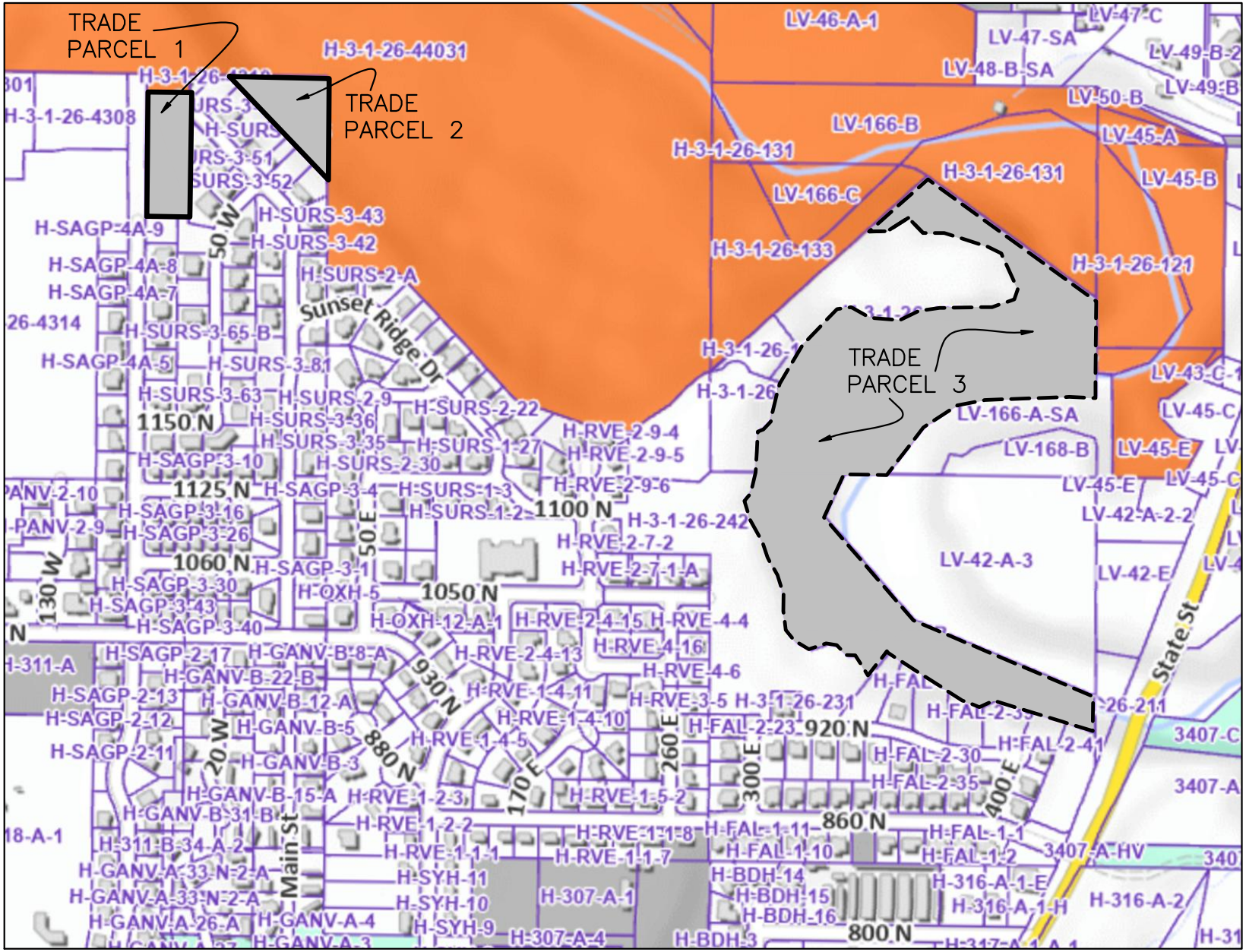
Print: L. LANE BLACKMORE MEMBER

Title: _____

Date: 2/2/2022

Sign: _____

Print: JUDY BLACKMORE


TRADE PARCEL 1
TRADE PARCEL 2
TRADE PARCEL 3
Sunset Ridge Dr
State St
Main St
1150 N
1125 N
1100 N
1060 N
1050 N
930 N
880 N
920 N
860 N
800 N
50 W
130 W
20 W
50 E
170 E
260 E
300 E
400 E
H-3-1-26-44031
H-3-1-26-4308
H-SAGP-4A-9
H-SAGP-4A-8
H-SAGP-4A-7
H-SAGP-4A-5
H-SURS-3-43
H-SURS-3-42
H-SURS-2-A
H-SURS-3-65-B
H-SURS-3-81
H-SURS-3-63
H-SURS-2-9
H-SURS-3-36
H-SURS-3-35
H-SURS-2-22
H-SURS-1-27
H-SURS-2-30
H-SURS-1-3
H-SURS-1-2
H-SAGP-3-10
H-SAGP-3-4
H-SAGP-3-16
H-SAGP-3-26
H-SAGP-3-1
H-SAGP-3-30
H-SAGP-3-43
H-SAGP-3-40
H-SAGP-2-17
H-SAGP-2-13
H-SAGP-2-12
H-SAGP-2-11
H-OXH-5
H-OXH-12-A-1
H-RVE-2-9-4
H-RVE-2-9-5
H-RVE-2-9-6
H-3-1-26-242
H-RVE-2-7-2
H-RVE-2-7-1-A
H-RVE-2-4-15
H-RVE-4-4
H-RVE-4-16
H-RVE-2-4-13
H-RVE-4-6
H-RVE-1-4-11
H-RVE-3-5
H-3-1-26-231
H-RVE-1-4-10
H-RVE-1-4-5
H-RVE-1-5-2
H-RVE-1-2-3
H-RVE-1-2-2
H-RVE-1-1-8
H-RVE-1-1-1
H-RVE-1-1-7
H-GANV-B-8-A
H-GANV-B-22-B
H-GANV-B-12-A
H-GANV-B-5
H-GANV-B-3
H-GANV-B-15-A
H-GANV-B-31-B
H-311-B-34-A-2
H-GANV-A-33-N-2-A
H-GANV-A-26-A
H-GANV-A-4
H-SYH-11
H-SYH-10
H-SYH-9
H-307-A-1
H-307-A-4
H-BDH-14
H-BDH-15
H-BDH-16
H-BDH-3
H-FAL-2-23
H-FAL-2-30
H-FAL-2-35
H-FAL-2-41
H-FAL-1-11
H-FAL-1-10
H-FAL-1-1
H-FAL-1-2
H-316-A-1-E
H-316-A-1-H
H-316-A-2
3407-A-HV
3407-C
3407-A
LV-46-A-1
LV-47-SA
LV-47-C
LV-48-B-SA
LV-49-B-2
LV-49-B
LV-50-B
LV-166-B
LV-45-A
LV-45-B
LV-166-C
H-3-1-26-131
H-3-1-26-133
H-3-1-26-121
LV-43-C-1
LV-166-A-SA
LV-45-C
LV-168-B
LV-45-E
LV-42-A-2-2
LV-42-A-3
LV-42-E

CONFLUENCE TRADE PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF LOT 54 OF SUNSET RIDGE, PHASE 3 SUBDIVISION OF WASHINGTON COUNTY, UTAH OFFICIAL RECORDS AND RUNNING THENCE NORTH 00°36'01" EAST 425.99 FEET; THENCE SOUTH 89°23'58" EAST 149.97 FEET; THENCE SOUTH 00°54'34" WEST TO AND COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID SUBDIVISION 427.13 FEET; THENCE NORTH 88°57'27" WEST ALONG SAID BOUNDARY 147.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 54 AND THE POINT OF BEGINNING.
CONTAINS 1.457 ACRES.

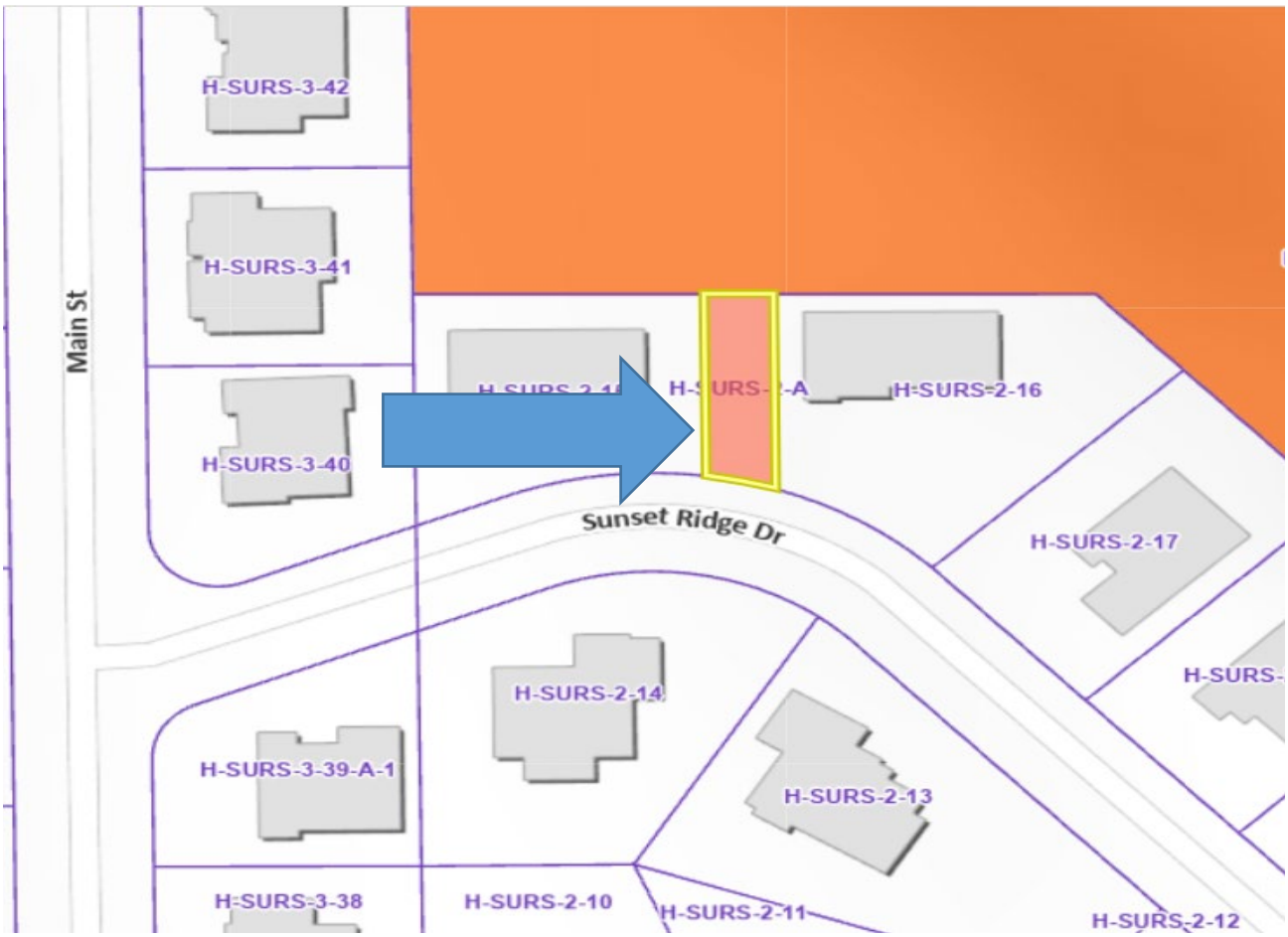
CONFLUENCE TRADE PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 26, TOWNSHIP 41 SOUTH, RANGE WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°39’57” EAST 348.14 FEET; THENCE NORTH 44°34’57” WEST 490.67 FEET TO A POINT ON THE SOUTH LINE OF SECTION AL LOT 5, THENCE ALONG SECTIONAL LOT 5 SOUTH 89°55’25” EAST 341.28 FEET TO THE POINT OF BEGINNING
CONTAINS 1.364 ACRES

CONFLUENCE TRADE PARCEL 3

BEGINNING AT A POINT WHICH LIES NORTH 88°52'04" WEST 2,036.69 FEET ALONG THE CENTER SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 26,TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN AND CONTINUING THENCE NORTH 88°52'04" WEST ALONG SAID CENTER SECTION LINE 146.29 FEET; THENCE SOUTH 25°00'33" WEST 163.02 FEET; THENCE SOUTH 41°00'51" EAST 467.98 FEET; THENCE SOUTH 67°02'12" EAST 668.51 FEET TO THE EAST 1/16 LINE OF SAID SECTION 26; THENCE ALONG SAID 1/16 LINE SOUTH 00°27'17" WEST 118.39 FEET; THENCE NORTH 72°55'13" WEST 355.73 FEET TO AND COINCIDENT WITH THE NORTHERLY BOUNDARY OF FALCON RIDGE, PHASE 2 SUBDIVISION OF WASHINGTON COUNTY, UTAH OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY IN THE FOLLOWING FIVE (5) COURSES: THENCE SOUTH 65°06'57" WEST 53.46 FEET; THENCE NORTH 68°44'39" WEST 62.93 FEET; THENCE NORTH 57°18'48" WEST 303.05 FEET; THENCE NORTH 30°38'18" WEST 6.05 FEET; THENCE SOUTH 38°08'06" WEST 105.79 FEET TO THE NORTHERLY BOUNDARY OF FALCON RIDGE, PHASE 4 SUBDIVISION OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY IN THE FOLLOWING TWENTY ONE (21) COURSES: THENCE NORTH 31°45'04" WEST 81.40 FEET; THENCE NORTH 89°37'26" WEST 30.94 FEET; THENCE NORTH 43°46'39" WEST 47.87 FEET; THENCE NORTH 80°45'53" WEST 37.22 FEET; THENCE SOUTH 70°53'43" WEST 62.06 FEET; THENCE NORTH 59°23'35" WEST 56.92 FEET; THENCE NORTH 38°58'28" WEST 47.75 FEET; THENCE NORTH 07°32'58" WEST 65.06 FEET; THENCE NORTH 00°53'30" EAST 56.84 FEET; THENCE NORTH 17°37'32" WEST 70.24 FEET; THENCE NORTH 29°24'24" WEST 69.48 FEET; THENCE NORTH 18°19'57" WEST 56.93 FEET; THENCE NORTH 28°49'38" WEST 87.24 FEET; THENCE NORTH 16°42'26" WEST 65.74 FEET; THENCE NORTH 39°01'08" EAST 33.27 FEET; THENCE NORTH 13°49'13" EAST 73.87 FEET; THENCE NORTH 02°55'44" EAST 140.14 FEET; THENCE NORTH 68°51'03" EAST 20.84 FEET; THENCE NORTH 42°11'56" EAST 37.67 FEET; THENCE NORTH 09°55'48" EAST 33.28 FEET; THENCE NORTH 14°07'06" EAST 99.49 FEET; THENCE NORTH 30°40'49" EAST 153.03 FEET; THENCE NORTH 43°42'11" EAST 171.54 FEET; THENCE NORTH 81°56'57" EAST 49.00 FEET; THENCE SOUTH 60°43'28" EAST 76.21 FEET; THENCE SOUTH 85°23'33" EAST 100.85 FEET; THENCE NORTH 63°44'00" EAST 73.23 FEET; THENCE NORTH 82°09'06" EAST 71.20 FEET; THENCE NORTH 88°58'06" EAST 180.01 FEET; THENCE NORTH 71°10'56" EAST 80.58 FEET; THENCE NORTH 18°41'56" EAST 36.73 FEET; THENCE NORTH 24°37'19" WEST 135.44 FEET; THENCE NORTH 63°26'59" WEST 50.75 FEET; THENCE NORTH 72°33'38" WEST 156.88 FEET; THENCE NORTH 89°37'23" WEST 72.58 FEET; THENCE NORTH 44°44'01" WEST 72.24 FEET; THENCE SOUTH 57°56'20" WEST 85.19 FEET; THENCE SOUTH 89°01'49" WEST 62.51 FEET; THENCE NORTH 48°28'23" EAST 269.64 FEET; THENCE SOUTH 54°02'48" EAST 712.13 FEET TO THE EAST 1/16 LINE OF SAID SECTION 26; THENCE ALONG SAID 1/16 LINE SOUTH 00°27'23" WEST 332.02 FEET; THENCE NORTH 87°20'56" WEST 89.76 FEET; THENCE SOUTH 87°53'01" WEST 290.32 FEET; THENCE SOUTH 78°47'50" WEST 95.72 FEET; THENCE SOUTH 57°01'21" WEST 138.15 FEET; THENCE SOUTH 37°38'17" WEST 206.34 FEET TO A POINT ON SAID CENTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 19.338 ACRES.

Exhibit B ACCESS LOT H-SURS-2-A



Legal Description

BEG AT PT N89*55'26" W, 381.20 FT ALG S LN SECL LOT 5, FM SE COR SECL LOT 5, SEC 26, T41S, R13W, SLM, TH S45*16'03 W 116.69 FT; TH N44*43'57" W 7.66 FT; TH N00*09'54" W 76.80 FT TO PT ON S LN SECL LOT 5; TH ALG SD LN S89*55'25" E 88.51 FT TO POB.

BEG SE COR SECL LOT 5, SEC 26, T41S, R13 W, RN TH S00*39'57" E 348.14 FT; TH N44*43'57" W 490.67 FT TO PT ON S LN SECL LOT 5; TH ALG SECL LOT 5 S89*55'25" E 341.28 FT TO POB.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15, SUNSET RIDGE SUBDIVISION, PHASE 2, AS RECORDED IN THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID SUBDIVISION BEING LOCATED IN SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00*24'49" WEST 79.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, THENCE SOUTH 89*56'06" EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 16, SUNSET RIDGE SUBDIVISION, PHASE 2,

THENCE SOUTH 00*24'49" EAST 84.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16, SAID POINT ALSO BEING LOCATED AS THE NORTHERN RIGHT-OF WAY LINE OF A 43.00FOOT WIDE PUBLIC' ROADWAY, SAID POINT ALSO BEING A POINT ON A 143.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE ALONG THE ARC OF SAID CURVE 25.70 FEET THROUGH A CENTRAL ANGLE OF 10*17'53" TO THE POINT OF BEGINNING.

DWR Contract #: 703418

CONSERVATION EASEMENT GRANT AND PARTIAL RELEASE AGREEMENT

UDWR Project No. L204EX0020

THIS CONSERVATION EASEMENT GRANT AND PARTIAL RELEASE AGREEMENT, ("Agreement"), is made and entered into this 11 day of December, 2023, ("Effective Date") between **Washington County**, with an address of 111 E. Tabernacle St., St. George, Utah 84770 ("Washington County"), and the **State of Utah, Department of Natural Resources, Division of Wildlife Resources,** with an address of 1594 W. North Temple, Suite 2110, Salt Lake City, Utah 84116 ("UDWR"). Washington County and UDWR are collectively referred to as the ("Parties").

EXHIBITS

A Legal Description of the Removal Parcels
B Legal Description of the Addition Parcels
C Map of Involved Parcels
D Template Amendment to Deed of Conservation Easement
E Template Deed of Conservation Easement

RECITALS

WHEREAS, UDWR holds a deed of conservation easement on property owned by Washington County, located in Washington County, Utah known as Confluence Park, which was recorded with the Washington County Recorder as Entry Number 00791481 in Book 1503, Page 2247, on November 25, 2002; and

WHEREAS, Confluence Park serves as open space, native fish habitat and provides public recreational opportunities; and

WHEREAS, Washington County desires to release 1.457 acres of land from the legal description of the Deed of Conservation Easement in Confluence Park (hereinafter the "Removal Parcel"), that no longer holds conservation easement values; and

WHEREAS, Washington County owns two parcels, one that is 1.364 acres (hereinafter "Addition Parcel 1") and the second being 19.338 acres (hereinafter "Addition Parcel 2") in Washington County, Utah contiguous to Confluence Park (referenced together as the "Addition Parcels"), that it is willing to grant a Deed of Conservation Easement to UDWR to replace the economic values and the conservation values of the Removal Parcel; and

WHEREAS, many stakeholders and funders were involved and consulted, and several property restrictions resulted from the creation of Confluence Park, which will require UDWR and Washington County to provide public notice for this exchange; and

WHEREAS, UDWR utilized Pittman-Robertson funding made available through the United States Fish and Wildlife Service ("USFWS") in acquiring the Deed of Conservation

Easement on Confluence Park, requiring the UDWR to satisfy a number of conditions and secure USFWS approval prior to disposing of any property interest in Confluence Park.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, UDWR and Washington County agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS**. The Recitals set forth above are incorporated herein by reference.

2. **EXCHANGE OF PROPERTIES**. Subject to and upon the terms and conditions of this Agreement:

   (a) The UDWR agrees to amend the deed of conservation easement Entry Number 00791481 to exclude the Removal Parcel legal description within Confluence Park, said parcel approximately depicted in Exhibit C ("Map of Involved Parcels") and more particularly described in Exhibit A ("Legal Description of Removal Parcel"), using a Deed of Conservation Easement Amendment in substantially the same form as Exhibit D ("Template Amendment to Deed of Conservation Easement"); and

   (b) Washington County agrees to convey to the UDWR a separate deed of conservation easement on the Addition Parcels adjacent to Confluence Park, said parcels approximately depicted in Exhibit C ("Map of Parcels Involved") and more particularly described in Exhibit B ("Legal Description of Addition Parcels"), using a template deed of conservation easement, in substantially the same form as Exhibit E ("Template Deed of Conservation Easement").

3. **EXCHANGE CONTINGENCIES**. UDWR's removal of the Removal Parcel and UDWR's acceptance of a deed of conservation easement on the Addition Parcels as herein provided is contingent upon satisfaction of the following conditions:

   (a) Satisfaction of all Due Diligence (*defined in paragraph 5 below*) inspections described in Section 4 or a corresponding waiver of any objections raised during the Due Diligence period; and

   (b) UDWR securing all necessary approvals for the exchange and Due Diligence actions, including but not limited to USFWS approval, as outlined in Paragraph 7 below; and

   (c) Washington County's obtaining Resolutions of Support from Hurricane City and La Verkin City and allowing for reasonable public comment or a public hearing in the Washington County Board of Commissioners Open Meeting on the day this Agreement is up for approval.

4. **PARCEL VALUATION**. The Parties agree that the values of the parcels described in this Agreement shall be determined as follows:

(a) The Addition Parcels and the Removal Parcel shall be appraised using a qualified appraiser and set of appraisal instructions, to be hired and drafted by UDWR, respectively. Said appraisals must be conducted to Federal Yellow Book Standards, and pass review by a second, independent appraiser. The UDWR shall be the contract holder and shall procure the appraisals and appraisal reviews using State of Utah Purchasing policies and processes, with the USFWS and Washington County as additional intended users. Washington County agrees to reimburse UDWR for all appraisal costs, to be paid to UDWR upon invoicing.

(b) The Addition Parcels shall be appraised and reviewed using the hypothetical condition that a restrictive deed of conservation easement will be placed on the property. The Removal Parcel shall be appraised and reviewed using the hypothetical condition that a restrictive deed of conservation easement does not exist on the property.

(c) In the event that the appraised value of the Removal Parcel is not equal the appraised value of the Addition Parcels, the following shall occur:

(i) If the Addition Parcels appraises for a higher value than the Removal Parcel, UDWR shall not settle the difference with a monetary payment to Washington County. Instead, the value difference between the Addition Parcels and the Removal Parcel shall be considered donated for the purposes of this transaction, encumbering all 20.702 acres of the Addition Parcels in a deed of conservation easement. ; or

(ii) If the Removal Parcel appraises for a higher value than the Addition Parcels, Washington County shall settle the difference with a monetary payment to UDWR at Closing (*defined in paragraph 6 below)*.

5. **DUE DILIGENCE TIME PERIOD**. Commencing as of the Effective Date of the Agreement and continuing through December 31, 2024 ("Due Diligence Period"), the Parties agree to complete the following ("Due Diligence"):

(a) Secure a title commitment for title insurance on the Addition Parcels showing the status of title to the property, along with copies of the documents identified therein as exceptions, to be ordered by UDWR.

(b) Contract for and obtain appraisals and appraisal reviews, as outlined in Paragraph 4 above.

(c) Perform any surveys, environmental reviews or other inspections as deemed necessary by UDWR. Washington County shall reasonably cooperate in connection with the investigation of the Addition Parcels and the Removal Parcel. All entries upon and inspections of the parcels may be coordinated with and approved in advance by Washington County, which approval shall not be unreasonably withheld.

(d) In order to secure the necessary approvals from USFWS, the Parties must satisfy

requirements under the National Environmental Policy Act, including but not limited to completing environmental assessments on each parcel proposed for exchange ("NEPA Compliance Costs"), to be obtained by UDWR.

(e) In the event that UDWR identifies a reasonable objection regarding an exception in a title commitment or the status of the Addition Parcels arising from survey efforts, environmental reviews, or other inspections, UDWR shall notify the Washington County of their objection in writing and provide them an opportunity to resolve the objection during the Due Diligence Period.

(f) In the event the objection cannot be resolved or otherwise waived, UDWR may elect to terminate this Agreement by providing written notice to Washington County prior to the expiration of the Due Diligence Period.

(g) The failure of UDWR to provide a written objection during the Due Diligence Period acts as a waiver to any such claims and indicates intent to proceed to Closing.

(h) The Parties agree that Washington County shall be responsible for all costs associated with appraisals, appraisal reviews, NEPA Compliance Costs, Due Diligence surveys, reviews and inspections, including, but not limited to, those costs associated with securing preliminary title commitments, undertaking property surveys, and conducting environmental site assessments ("Due Diligence Costs"). Due Diligence Costs shall be paid by Washington County upon receipt of invoice by UDWR, or by settlement at Closing. Both Parties shall approve Due Diligence Costs before they are incurred. In the event this Agreement is terminated, Washington County shall reimburse UDWR of all costs accrued upon invoice.

6. <u>ESCROW, CLOSING AND CONVEYANCE</u>. Concurrently with the execution of this Agreement, Southern Utah Title, 20 N Main Street #300, St. George, UT 84770 (the "Escrow Agent"), shall be appointed as the Escrow Agent for the processing of this Agreement. The Parties agree that Closing shall follow all terms and conditions of the escrow instructions, which shall be consistent with the terms of this Agreement.

The closing ("Closing") of the transactions contemplated by and under this Agreement shall be held at the offices of the Escrow Agent, and shall take place using electronic transmission, on or before January 31, 2025, or at such other place and time as mutually agreed to in writing by the Parties hereto. The date upon which the either Closing actually takes place, or, if more than one day is required to complete the Closing, the date upon which the Closing is actually accomplished, shall be deemed and considered (the "Closing Date").

At the Closing and pursuant to this Agreement, the following shall occur:

(a) Washington County shall execute, acknowledge and deliver to the Escrow Agent the deed of conservation easement on the Addition Parcels, said deed in substantially the same form as Exhibit E;

(b) UDWR and Washington County shall execute, acknowledge and deliver to the Escrow Agent the amendment to the deed of conservation easement on the Removal Parcel, said amendment in substantially the same form as Exhibit D;

(c) The settlement statement shall include all Due Diligence Costs not previously paid by Washington County, and is to be settled at Closing;

(d) In the case that the Removal Parcel values higher than the Addition Parcels, Washington County will pay UDWR the difference in value at Closing;

(e) Either Party shall take or cause to be taken such other actions as are or may be necessary to effect the transactions contemplated under this Agreement;

(f) All recording fees and Escrow Agent costs and expenses associated with the Closing of the transactions contemplated by this Agreement shall be paid by Washington County, to be settled at Closing.

7. **CONDITIONS TO THE UDWR'S PERFORMANCE**. UDWR will not be obligated to complete the exchange of the Removal Parcel for the Addition Parcels or perform its other obligations under this Agreement unless all of the following conditions have been met:

(a) The Governor of the State of Utah approves the UDWR's exercise of the exchange; and

(b) UDWR's funding agencies approve the UDWR's exercise of the exchange; and

(c) UDWR receives receipt of approval for the disposal/removal of the Removal Parcel by the USFWS; and

(d) Any difference in appraised value between the two parcels will be administered as specified in paragraph 4(c) above; and

(e) Washington County's title to the Addition Parcels, as indicated by the commitment for title insurance described in this Agreement, is acceptable to UDWR, or if UDWR has objected to any defects in Washington County's title, then Washington County has cured these defects before the end of the Due Diligence Period; and

(f) Washington County has delivered all of the documents that this Agreement requires of Washington County to execute and deliver on the Closing Date in a form acceptable to UDWR; and

(g) Inspection of the Addition Parcels reveals no evidence of underground storage tanks or hazardous substances which are unacceptable to UDWR. For the purposes of this paragraph, "hazardous substances" means any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule,

regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material; and

(h) Washington County has repaired all defects, if any, of which UDWR has notified Washington County in writing; and

(i) All of the representations and warranties of Washington County set forth in this Agreement are true, correct, or complied with on the Closing Date; and

(j) Washington County has performed all of the obligations and complied with all of the requirements which this Agreement requires Washington County to perform or comply with before the Closing Date; and

(k) No action shall have been brought, and remain undismissed, seeking to enjoin or alleging the illegality or invalidity of the transactions contemplated by this Agreement; and

(l) Washington County has delivered to UDWR documents which demonstrate to the satisfaction of the title company and the Escrow Agent that Washington County has the power and authority to execute the Closing documents and to execute a deed of conservation easement on the Addition Parcels to UDWR; and

(m) Washington County accepts the template deed of conservation easement with no changes; and

(n) Washington County's obtaining Resolutions of Support from Hurricane City and La Verkin City and allowing for reasonable public comment or a public hearing in the Washington County Board of Commissioners Open Meeting on the day this Agreement is up for approval.

If any of the conditions set forth above are not met, UDWR will have the right to terminate this Agreement.

8. <u>CONDITIONS TO WASHINGTON COUNTY'S PERFORMANCE</u>. Washington County will not be obligated to complete the exchange of the Removal Parcel for the Addition Parcels or perform its other obligations under this Agreement unless all of the following conditions have been met:

(a) UDWR has secured all necessary approvals described in this Agreement and under state and federal law; and

(b) UDWR has tendered to Washington County the agreed upon amendment to the deed of conservation easement for the Removal Parcel; and

(c) UDWR has delivered all of the documents that this Agreement requires the UDWR to execute and deliver on the Closing Date in form acceptable to Washington County; and

(d) All of the representations of UDWR set forth in Section 10 of this Agreement are true, correct or complied with on the Closing Date; and

(e) Washington County's obtaining Resolutions of Support from Hurricane City and La Verkin City and allowing for reasonable public comment or a public hearing in the Washington County Board of Commissioners Open Meeting on the day this Agreement is up for approval.

9. <u>REPRESENTATIONS OF UDWR</u>. UDWR represents as follows:

(a) UDWR is not a "foreign person" under the International Foreign Investment Survey Act of 1976, the Agricultural Foreign Investment Disclosure Act of 1978, the Foreign Investments in Real Property Tax Act of 1980, the amendments of such acts, or the regulations promulgated pursuant to such acts;

(b) UDWR is a non-profit state agency duly organized, validly existing and is in good standing under the laws of the State of Utah, and this Agreement and all documents executed by UDWR which are to be delivered to Washington County at Closing are or on the Closing Date will be duly authorized, executed, and delivered by UDWR, and are or on the Closing Date will be legal, valid, and binding obligations of UDWR, and do not and on the Closing Date will not violate any provisions of any agreement or judicial order to which UDWR is a party or to which it is subject.

10. <u>REPRESENTATIONS OF WASHINGTON COUNTY</u>. Washington County represents as follows:

(a) No other person has any right or option to acquire the Addition Parcels, or any portion of the Addition Parcels, from Washington County;

(b) Washington County knows of no easements, rights-of-way, reservations, restrictions, encumbrances, or liens which affect the Addition Parcels but which are not of record, whether acquired by prescription or otherwise, other than those described in this Agreement and in the title commitment;

(c) No other person is in possession of the Addition Parcels or claims any rights in the Addition Parcels which are adverse to the rights of Washington County;

(d) Washington County has legal access to all portions of the Addition Parcels, and that this access is adequate for the present use of the Addition Parcels;

(e) The Addition Parcels currently all have direct, unimpeded access to all adjacent public roads and highways over publicly dedicated streets or recorded easements;

(f) Washington County knows of no disputes or disagreements with any person with regard to access to or over the Addition Parcels or any pending legal action regarding the Addition Parcels;

(g) Washington County knows of no disputes or disagreements with any person with regard to the location of any fence or other monumentation of boundary to the Addition Parcels, or with regard to previous surveys of the Addition Parcels;

(h) If applicable, that the fences on the perimeter of the Addition Parcels are on or within the boundaries of the Addition Parcels, and that no fence or other structure encroaches on property owned by adjacent landowners;

(i) Washington County is not a party to and is not aware of any Conservation Reserve Program contracts, cost-sharing contracts, or other agreements with the United States Agricultural Stabilization and Conservation Service or any other government agency, which agreements affect Washington County's use or management of the Addition Parcels, and Washington County will indemnify UDWR and hold UDWR harmless against all obligations of any such contracts;

(j) That there are no underground storage tanks on the Addition Parcels, or any evidence of environmental contamination by any dangerous, hazardous or toxic materials as defined by any government agency;

(k) Washington County has never manufactured, processed, treated, handled, stored, installed, released, or disposed of any "hazardous substances" (as defined in Paragraph 10(i)) on or under the Addition Parcels, that to the best of Washington County's knowledge no hazardous substances have ever been manufactured, processed, treated, handled, stored, installed, released, or disposed of on or under the Addition Parcels, and to the best of the Washington County's knowledge no investigation, administrative proceeding, litigation, or other action has been proposed, threatened, or brought alleging the presence, handling, storage, transportation, release, or disposal of hazardous substances on or under the Addition Parcels;

(l) That there are no leases affecting the Addition Parcels which will be in effect on the Closing Date; and

(m) Washington County has the right, power, and authority to grant UDWR a conservation easement for the Addition Parcels under the terms set forth in this Agreement, and to carry out the Washington County's obligations under this Agreement.

11. <u>SURVIVABILITY</u>. Each of the above representations is material and is relied upon by each Party. The representations, warranties, and indemnification of the Parties contained in this Agreement shall survive Closing and shall not be deemed to have merged into the respective amendment or deed delivered in accordance with this Agreement or any other conveyance or document.

12. <u>ENCUMBRANCES, LIENS AND ASSESSMENTS</u>.

(a) Neither UDWR nor Washington County pay property taxes. All other charges to the property of any nature shall be paid by Washington County at or before Closing.

(b) If there are liens on the Addition Parcels which Washington County is obligated to pay, Washington County shall make arrangements with the Escrow Agent, in advance of Closing, so that the Escrow Agent will issue title insurance to UDWR free of any liens.

(c) Washington County covenants that, to the best of their actual knowledge, without duty of inquiry or investigation, there are no assessments or liens against the Addition Parcels not mentioned elsewhere in this Agreement or in the title commitment.

13. RISK OF LOSS. All risk of loss shall remain with Washington County until Closing. In the event the Addition Parcels, or any portion thereof, is destroyed or damaged prior to Closing, the UDWR shall have the right at its option to terminate this Agreement by written notice to Washington County, and thereupon, Washington County shall reimburse to UDWR any costs incurred.

14. CONDEMNATION. In the event of the taking of all or any part of the Addition Parcels or the Removal Parcel by eminent domain proceedings or the commencement of such proceedings prior to Closing, the UDWR shall have the right, at its option, to terminate this Agreement by written notice to Washington County. Washington County shall notify the UDWR in writing of any eminent domain proceedings affecting the Addition Parcels or the Removal Parcel within five days after Washington County learns of such proceedings.

15. CONFLICT WITH PRIOR AGREEMENTS; ESCROW. If and to the extent that this Agreement is in conflict with any prior written or oral agreement or understanding between the Parties hereto, the terms of this Agreement shall prevail and no modification or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. The Parties shall enter into the escrow instructions, and shall execute such documents and take such actions as are reasonably necessary to effect and consummate the transactions contemplated in this Agreement; and UDWR and Washington County hereby agree to be bound by the terms and conditions of the escrow instructions, to the extent they are consistent with this Agreement, said escrow instructions being incorporated herein and made a part hereof by this reference.

16. DOCUMENTS TO BE DELIVERED AT CLOSING. On or before the Closing Date, Washington County will execute and deliver to the Escrow Agent, in form and content acceptable to UDWR, a deed of conservation easement encumbering the Addition Parcels in favor of UDWR described in Paragraph 2 (Exchange of Properties) of this Agreement to UDWR, and such additional documents as may reasonably be required by UDWR to consummate the exchange. On or before the Closing Date, Washington County and UDWR will execute and deliver to the Escrow Agent, in form and content acceptable to UDWR, an amendment to the deed of conservation easement encumbering the Removal Parcel described in Paragraph 2 (Exchange of Properties) of this Agreement, and such additional documents as may reasonably be required by UDWR to consummate the exchange.

17. **HAZARDOUS WASTES**. Washington County agrees to defend and indemnify UDWR and hold UDWR harmless against any and all costs, expenses, liabilities, losses, damages, or injuries, including but not limited to attorney's fees, which arise from or relate to any underground storage tanks, or environmental contamination by any hazardous or toxic materials as defined by any government agency, which are present on the Addition Parcels on the Closing Date.

18. **INDEMNIFICATION**. Washington County agrees to protect, indemnify, defend, save and hold harmless UDWR, its agents and employees, from and against all claims, demands, damages, and cause of action of every kind or character arising out of this Agreement, except to enforce those remedies specified in paragraph 19. Washington County shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but UDWR shall have the right, at its option, to participate in the defense associated with those claims without relieving Washington County of any obligation hereunder. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

19. **REMEDIES**.

    (a) If Washington County fails, refuses or is unable to comply with the conditions of this Agreement or to perform Washington County's obligations under this Agreement, UDWR may rescind and terminate this Agreement and recover amounts paid by UDWR under this Agreement, and all expenses paid or incurred by UDWR. UDWR agrees to waive all other remedies available in law or equity.

    (b) If UDWR fails, refuses or is unable to comply with the conditions of this Agreement or to perform UDWR's obligations under this Agreement, Washington County may rescind and terminate this Agreement, whereupon all rights and obligations under this Agreement will cease. Washington County agrees to waive all other remedies available in law or equity.

20. **MAINTENANCE OF PROPERTY BY WASHINGTON COUNTY**. Washington County will maintain the Addition Parcels and the Removal Parcel in their present condition until the exchange has been executed, except for normal and reasonable wear.

21. **INSPECTION**. UDWR and their representatives are authorized to enter the Addition Parcels or Removal Parcel at any reasonable time or times before the Closing Date on twenty-four (24) hours prior notice to conduct any and all inspections, examinations, and tests of the Addition Parcels or Removal Parcel which either may wish to perform.

22. **WASHINGTON COUNTY'S CONSENT TO NEW CONTRACTS AFFECTING THE PARCELS**. Washington County will not, after the Effective Date of this Agreement, enter into any lease, amendment of lease, contract or agreement, or permit any tenant of the Removal Parcel or Addition Parcels to enter into any sublease, assignment of lease, contract or agreement pertaining to the Removal Parcel or Addition Parcels, or modify any lease,

contract or agreement pertaining to the Removal Parcel or Addition Parcels, or waive any rights of Washington County under such a document, without obtaining UDWR's prior written consent.

23. NOTICE. All communications and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, sent by e-mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Washington County	UDWR
Washington County 111 E. Tabernacle St., St. George, Utah 84770 cameron.rognan@washco.utah.gov	Utah Division of Wildlife Resources 1594 West North Temple, Suite 2110 PO Box 146301 Salt Lake City, Utah 84114-6301 chelseaduke@utah.gov

24. SUCCESSORS BOUND BY AGREEMENT. This Agreement is binding upon and will inure to the benefit of the parties and their heirs, executors, representatives, successors and assigns.

25. ASSIGNMENT OF AGREEMENT. Neither party may assign this Agreement without the written consent of the other party.

26. MODIFICATION OF AGREEMENT. No modification of this Agreement will be valid or binding unless the modification is in writing, signed by the Parties to this Agreement. The Parties acknowledge and agree that the exchange of conservation easement parcels may be challenging, and modification of this Agreement may be necessary, from time to time. Neither Party may withhold their consent to amend this Agreement if deemed necessary in order to complete the transactions.

27. TERMINATION. This Agreement shall automatically terminate upon Closing and once the Deed of Conservation Easement is recorded with the Washington County Recorded. Washington County shall inform UDWR of such recording, triggering the termination of this Agreement.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. No Party will be bound by any terms, conditions, understandings, warranties, statements or representations, oral or written, not contained in this Agreement, with the exception of the deeds of conservation easements on Confluence Park currently recorded with the Washington County Recorder. All previous negotiations, statements and preliminary instruments by the Parties or their representatives are merged into this Agreement, except as expressly provided herein.

29. SEVERABILITY. If any provision of this Agreement is declared or becomes invalid, unenforceable or contrary to law, then the provision will be severed from the remaining provisions of this Agreement and will not affect the validity or enforceability of the other

provisions of this Agreement.

30. **ADDITIONAL DOCUMENTS**. Washington County and the UDWR shall execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

31. **GOVERNING LAW AND JURISDICTION**. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

32. **ATTORNEY'S FEES**. Each party shall be responsible for their own attorney fees, to the extent any are incurred.

33. **MUTUAL DRAFTING**. This Agreement is the joint product of the UDWR and Washington County and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

34. **COUNTERPARTS AND ELECTRONIC SIGNATURES**. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendment thereto as the Parties may in the future agree to may be executed and communicated by electronic signature and/or transmission which shall have the force and effect of binding and obligating the Party thereto, without the need to further transmit the original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

WASHINGTON COUNTY

By: _____
Adam Snow, Washington County Commission Chair

Date: 12/5/2023

State of Utah)
County of Washington) SS.

On this 5 day of December, 2023, Adam Snow, personally appeared before me, Sarah Lloyd, who being first duly sworn said that he is the Washington County Commission Chair, that the foregoing instrument was executed pursuant to authority granted him by Washington County, and he acknowledged to me that he executed the same.

WITNESS my hand and official seal. (SEAL)

Sarah Lloyd
Notary Public for the State of Utah

SARAH LLOYD
Notary Public, State of Utah
Commission # 714897
My Commission Expires
October 28, 2024

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES

By: _____
Michael Canning, Deputy Director

Date: 12/11/2023

State of Utah)
SS.
County of Salt Lake)

On this 11th day of December, 2023, Michael Canning, personally appeared before me Paige Wiren, who being first duly sworn said that he is the Deputy Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of Utah (23-21-1), and he acknowledged to me that he executed the same.

WITNESS my hand and official seal. (SEAL)

_____
Notary Public for the State of Utah

PAIGE WIREN
Notary Public State of Utah
My Commission Expires on:
April 23, 2024
Comm. Number: 711639

FUNDING APPROVAL
DIVISION OF WILDLIFE RESOURCES, FISCAL MANAGEMENT

By: Sarah Scott (Dec 7, 2023 11:48 MST)
Financial Manager

Date: 12/07/2023

UDWR Project No. L204EX0020

EXHIBIT A

Legal Description of the Conservation Easement Parcels ("Removal Parcel")

Removal Parcel

BEGINNING AT THE NORTHWEST CORNER OF LOT 54 OF SUNSET RIDGE, PHASE 3 SUBDIVISION OF WASHINGTON COUNTY, UTAH OFFICIAL RECORDS AND RUNNING THENCE NORTH 00°36'01" EAST 425.99 FEET; THENCE SOUTH 89°23'58" EAST 149.97 FEET; THENCE SOUTH 00°54'34" WEST TO AND COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID SUBDIVISION 427.13 FEET; THENCE NORTH 88°57'27" WEST ALONG SAID BOUNDARY 147.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 54 AND THE POINT OF BEGINNING.

CONTAINS 1.457 ACRES.

EXHIBIT B

Legal Description of the Washington County Parcels ("Addition Parcels")

Additional Parcel 1

BEGINNING AT THE SOUTHEAST CORNER OF SECTIONAL LOT 5, SECTION 26, TOWNSHIP 41 SOUTH, RANGE WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°39'57" EAST 348.14 FEET; THENCE NORTH 44°34'57" WEST 490.67 FEET TO A POINT ON THE SOUTH LINE OF SECTION AL LOT 5, THENCE ALONG SECTIONAL LOT 5 SOUTH 89°55'25" EAST 341.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.364 ACRES

EXHIBIT B cont.

Legal Description of the Washington County Parcels ("Addition Parcels")

Additional Parcel 2

BEGINNING AT A POINT WHICH LIES NORTH 88°52'04" WEST 2,036.69 FEET ALONG THE CENTER SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 26,TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN AND CONTINUING THENCE NORTH 88°52'04" WEST ALONG SAID CENTER SECTION LINE 146.29 FEET; THENCE SOUTH 25°00'33" WEST 163.02 FEET; THENCE SOUTH 41°00'51" EAST 467.98 FEET; THENCE SOUTH 67°02'12" EAST 668.51 FEET TO THE EAST 1/16 LINE OF SAID SECTION 26; THENCE ALONG SAID 1/16 LINE SOUTH 00°27'17" WEST 118.39 FEET; THENCE NORTH 72°55'13" WEST 355.73 FEET TO AND COINCIDENT WITH THE NORTHERLY BOUNDARY OF FALCON RIDGE, PHASE 2 SUBDIVISION OF WASHINGTON COUNTY, UTAH OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY IN THE FOLLOWING FIVE (5) COURSES: THENCE SOUTH 65°06'57" WEST 53.46 FEET; THENCE NORTH 68°44'39" WEST 62.93 FEET; THENCE NORTH 57°18'48" WEST 303.05 FEET; THENCE NORTH 30°38'18" WEST 6.05 FEET; THENCE SOUTH 38°08'06" WEST 105.79 FEET TO THE NORTHERLY BOUNDARY OF FALCON RIDGE, PHASE 4 SUBDIVISION OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY IN THE FOLLOWING TWENTY ONE (21) COURSES: THENCE NORTH 31°45'04" WEST 81.40 FEET; THENCE NORTH 89°37'26" WEST 30.94 FEET; THENCE NORTH 43°46'39" WEST 47.87 FEET; THENCE NORTH 80°45'53" WEST 37.22 FEET; THENCE SOUTH 70°53'43" WEST 62.06 FEET; THENCE NORTH 59°23'35" WEST 56.92 FEET; THENCE NORTH 38°58'28" WEST 47.75 FEET; THENCE NORTH 07°32'58" WEST 65.06 FEET; THENCE NORTH 00°53'30" EAST 56.84 FEET; THENCE NORTH 17°37'32" WEST 70.24 FEET; THENCE NORTH 29°24'24" WEST 69.48 FEET; THENCE NORTH 18°19'57" WEST 56.93 FEET; THENCE NORTH 28°49'38" WEST 87.24 FEET; THENCE NORTH 16°42'26" WEST 65.74 FEET; THENCE NORTH 39°01'08" EAST 33.27 FEET; THENCE NORTH 13°49'13" EAST 73.87 FEET; THENCE NORTH 02°55'44" EAST 140.14 FEET; THENCE NORTH 68°51'03" EAST 20.84 FEET; THENCE NORTH 42°11'56" EAST 37.67 FEET; THENCE NORTH 09°55'48" EAST 33.28 FEET; THENCE NORTH 14°07'06" EAST 99.49 FEET; THENCE NORTH 30°40'49" EAST 153.03 FEET; THENCE NORTH 43°42'11" EAST 171.54 FEET; THENCE NORTH 81°56'57" EAST 49.00 FEET; THENCE SOUTH 60°43'28" EAST 76.21 FEET; THENCE SOUTH 85°23'33" EAST 100.85 FEET; THENCE NORTH 63°44'00" EAST 73.23 FEET; THENCE NORTH 82°09'06" EAST 71.20 FEET; THENCE NORTH 88°58'06" EAST 180.01 FEET; THENCE NORTH 71°10'56" EAST 80.58 FEET; THENCE NORTH 18°41'56" EAST 36.73 FEET; THENCE NORTH 24°37'19" WEST 135.44 FEET; THENCE NORTH 63°26'59" WEST 50.75 FEET; THENCE NORTH 72°33'38" WEST 156.88 FEET; THENCE NORTH 89°37'23" WEST 72.58 FEET; THENCE NORTH 44°44'01" WEST 72.24 FEET; THENCE SOUTH 57°56'20" WEST 85.19 FEET; THENCE SOUTH 89°01'49" WEST 62.51 FEET; THENCE NORTH 48°28'23" EAST 269.64 FEET; THENCE SOUTH 54°02'48" EAST 712.13 FEET TO THE EAST 1/16 LINE OF SAID SECTION 26; THENCE ALONG SAID 1/16 LINE SOUTH 00°27'23" WEST 332.02 FEET; THENCE NORTH 87°20'56" WEST 89.76 FEET; THENCE SOUTH 87°53'01" WEST 290.32 FEET; THENCE SOUTH 78°47'50" WEST 95.72 FEET; THENCE SOUTH 57°01'21" WEST 138.15 FEET; THENCE SOUTH 37°38'17" WEST 206.34 FEET TO A POINT ON SAID CENTER SECTION LINE AND THE POINT OF BEGINNING.

CONTAINS 19.338 ACRES.

EXHIBIT C

Map of Involved Parcels

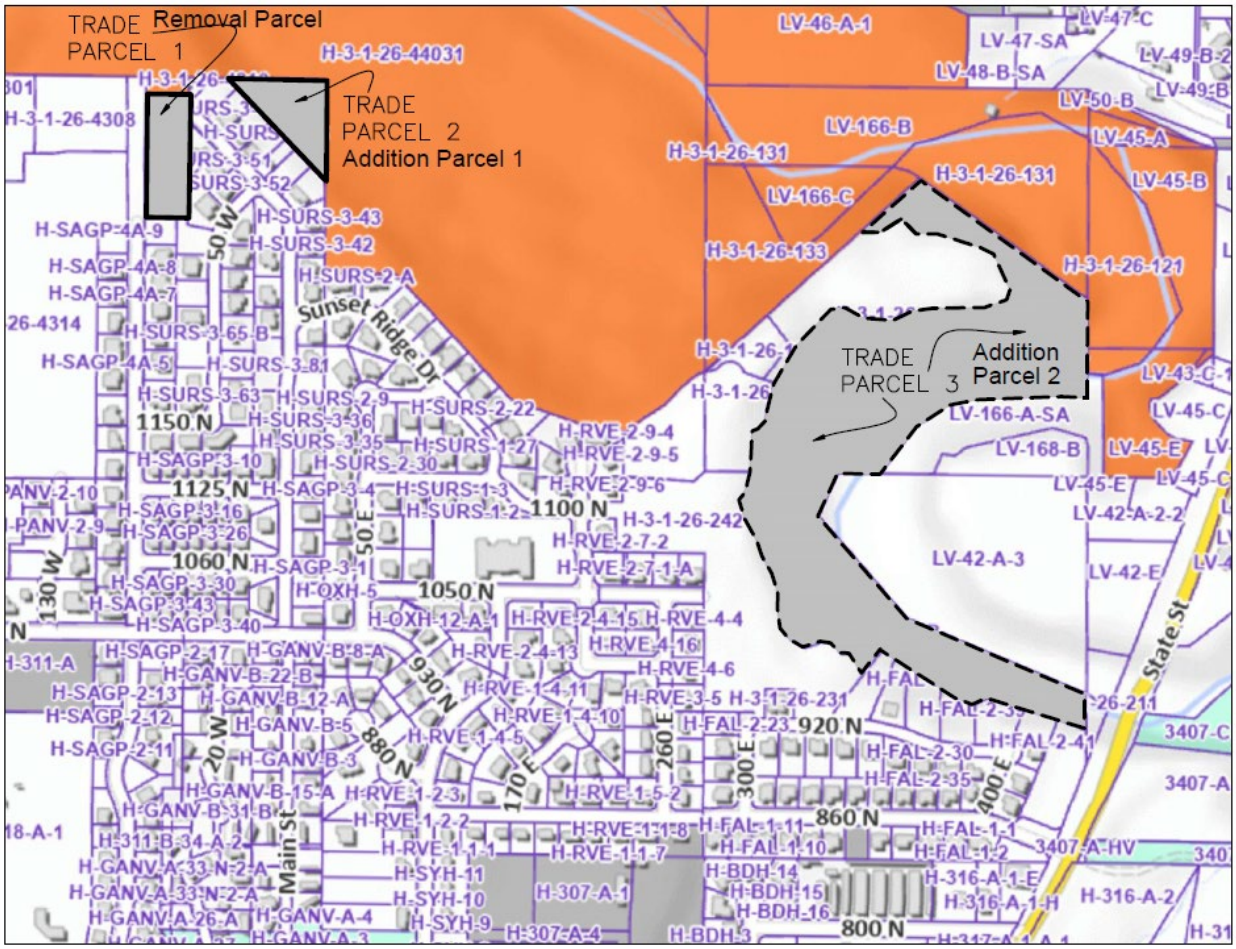


EXHIBIT D

Template Amendment to Deed of Conservation Easement

After recording mail to:

Utah Department of Natural Resources
Division of Wildlife Resources
1594 W. North Temple, Suite 2110
Salt Lake City, Utah 84116

PARTIAL RELEASE OF DEED OF CONSERVATION EASEMENT

THIS PARTIAL RELEASE OF DEED OF CONSERVATION EASEMENT ("Partial Release"), made as of this ____ day of _____, 20___, by WASHINGTON COUNTY, a political subdivision of the State of Utah, whose address is 197 East Tabernacle, St. George, Utah 84770 ("Grantor"), and the UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES ("Grantee") whose address is 1594 W. North Temple, Suite 2110, Salt Lake City, Utah 84116.

EXHIBITS

A Legal Description of Released Parcel

B Map of Released Parcel

C Conservation Easement, Entry Number 00791481

WITNESSETH

WHEREAS, the purpose of the original deed of conservation easement with an Entry Number 00791481 dated November 25, 2002 was "to protect or enhance forever the natural wildlife habitat, scenic, cultural, historical and open space values (collectively the "Conservation Values")";

WHEREAS, a parcel 1.457 acres in size, outside of the Confluence Park boundaries ("Released Parcel") has little to no Conservation Values;

WHEREAS, Washington County has encumbered 20.702 acres contiguous to Confluence Park to replace the economic and

NOW THEREFORE, in consideration and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantee hereby voluntarily releases the deed of conservation easement restrictions on the Release Parcel.

1. **PARTIAL RELEASE.** This partial release of the deed of conservation easement only applies to the restrictions on the Removal Parcel. All other sections of the deed of conservation easement are withstanding.

DRAFT TEMPLATE

EXHIBIT E
Template Deed of Conservation Easement

ATTACHED HERETO

(3)

EXHIBIT E TEMPLATE DEED OF CONSERVATION EASEMENT

00791481 Bk 1503 Pg 2247
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 NOV 25 15:56 PM FEE $36.00 BY LP
FOR: DIXIE TITLE CO

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 25 day of November, 2002, by **WASHINGTON COUNTY**, a political subdivision of the State of Utah, having an address at 197 East Tabernacle, St. George, Utah 84770 (the "Grantor"), in favor of the State of Utah **DIVISION OF WILDLIFE RESOURCES**, having an address at 1594 West North Temple, Suite 2110, P.O. Box 146301, Salt Lake City, Utah 84114-6301 ("Grantee"), Grantor and Grantee hereinafter jointly referred to as the "Parties."

WITNESSETH

WHEREAS, Grantor is the sole owner in fee simple of certain real property consisting of approximately 149.4 acres, more or less, located in Washington County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the property possesses natural, wildlife, recreational, scenic, cultural, historical, and open space values (collectively the "Conservation Values") of great importance to Grantor, the people of Washington County, and the people of the State of Utah; and

WHEREAS, the preservation of the Conservation Values of the Property are consistent with the goals of Grantee and the Virgin River Management Plan (VRMP) and the Virgin River Resource Management and Recovery Program (VRMRP), and the establishment of this conservation easement will provide public benefits by: protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and, maintaining cultural, recreational, scenic, agricultural and historic values.

WHEREAS, a significant portion of the property lies within the flood plain of the Virgin River and restoration and protection of the 100-year flood plain is consistent with the commitment to protect and maintain critical habitat for native fish populations; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated November 21, 2002, attached hereto as Exhibit "B" and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree to provide, collectively, as an accurate representation of the property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends, as owner of the property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

WHEREAS, In June of 1999, the Virgin River Management Plan ("VRMP") was finalized and approved by numerous entities, including Washington County, the municipalities of Hurricane and LaVerkin, the Utah Department of Natural Resources and the Washington County Water Conservancy District, with the joint goals of conserving, enhancing, protecting and recovering native species and their habitat; and

WHEREAS, protection of the Conservation Values of the Property will significantly contribute to the realization of the goals of the VRMP;

NOW THEREFORE, in consideration of TWO MILLION ONE HUNDRED THOUSAND DOLLARS ($2,100,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, including the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Internal Revenue Code, and the laws of the State of Utah and in particular the Utah Land Conservation Easement Act, Utah Code Ann. § 57-18-1 et. seq., the Grantor does hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purposes of this Easement are to assure that the Property will be retained predominantly in its natural, open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, which are described and documented in Baseline Documentation attached as Exhibit B, except as otherwise provided in this Easement. This Easement intends to: protect and enhance water quality and water supplies; protect wildlife habitat and maintain habitat connectivity and related values to ensure biodiversity; protect riparian areas; maintain and restore natural ecosystem functions; protect prehistoric and historic cultural sites; protect and enhance non-motorized, outdoor recreational opportunities; protect scenic vistas; protect historic values, and; encourage the public awareness and appreciation of the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with this Easement and the provisions of this Easement.

2. Authority. This Easement acquisition is authorized by Chapter 18, title 57 of the Utah Code.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with this Easement and to remedy any areas or features of the Property that may be damaged by any inconsistent activity or use by Grantor, in accordance with Paragraph 12.

4. Prohibited Uses. Any activity on or use of the Property inconsistent with this Easement is prohibited. Except as set forth elsewhere in this Easement, the following activities and uses are expressly prohibited:

(a) Subdivision. The Property shall not be subdivided into smaller parcels for any purpose.

(b) No Structures and Improvements. Except for existing structures on the Property and structures consistent with Paragraphs 5 and 8(c), no building, structure, or other improvements of any kind, temporary or permanent, shall be constructed or maintained on the property including, but not limited to, houses, towers, commercial satellite dishes, sheds, tanks, mobile homes, dams, impoundments, and communication equipment.

(c) Mineral Development. No surface or subsurface mining shall be permitted, except for the development of existing, valid rights or to enhance the Conservation Values with mutual agreement of the parties.

(d) Easements Across the Property. Grantor shall not grant any easements to Third Parties on or across the Property, except for purposes of the Reserved Rights set forth in Paragraph 5 below or to enhance the Conservation Values.

(e) Topography Modification. Changes in the existing general topography of the landscape or land surface of the Property are prohibited unless such changes: 1) were caused by the forces of nature; or 2) may be permitted by Paragraph 5 below, Reserved Rights.

(f) Waste Disposal and Hazardous Materials. No portion of the Property shall be used for dumps, landfills, or the storage or deposit of waste materials, except for the temporary storage or treatment of waste materials as may be generated in the normal use of the property by activities expressly permitted in Paragraph 5 below, Reserved Rights and which are in accordance with applicable state laws.

(g) Industrial, Commercial and Residential Activities. Except for uses permitted in Paragraph 5 below, the Property shall not be used for industrial, commercial or residential activities.

(h) Signs and Billboards. No sign or billboard shall be placed on the Property, except to: 1) state the name of the Property, or any portion thereof, and the purpose for which the property is being preserved; 2) state that the protection of the Property is being managed to meet the goals of the VRMP and the VRMRP; 3) state that the protection provided to the Property was through a transaction in which The Conservation Fund, Washington County, the Virgin River Land Preservation Association and other partners participated; 4) control unauthorized entry or use of the Property; 5) provide directions or other information as to the location of trails or places of interest; 6) provide factual information concerning places or matters of interest and/or significance to the Property, and; 7) provide information regarding regulations governing the use of the Property. Individual signs shall be no larger than twenty five (25) square feet in area. This paragraph shall not prohibit Grantee from displaying such

signs as it may customarily use to identify lands under conservation easement and the terms of such conservation easement; provided however, that the location of any such signs placed by Grantee shall be subject to receipt of Grantor's prior approval for same.

(i) Utility Rights-of-way. Except for currently existing utility rights-of-way, no new utility rights-of-way shall be granted within the Property after the date of this instrument except as may be imposed pursuant to a valid power of condemnation or other process of law or as may be used by Grantor in connection with use of allowed structures and improvements on the Property. Nothing in this document shall prohibit the lawful maintenance, replacement or installation of utility infrastructure within existing utility rights-of-way so long as such maintenance, replacement or installation is coordinated with the Grantor. Existing utility rights-of-way may be relocated within the boundaries of the property if such relocation is consistent with the purposes of this Easement and if it is necessary to: 1) accommodate stream restoration work; 2) replace utilities damaged by forces of nature; or 3) achieve the purposes of this Easement.

(j) Non-Native Species. No non-native species shall be introduced onto the property, except for livestock and agricultural crops allowed under Paragraph 5 (b).

(k) Organized Sports Facilities. No soccer, football, baseball, golf, tennis, swimming or other highly developed recreational facility shall be permitted.

(l) Grazing in Fenced Pastures. To protect areas of critical habitat, no grazing of livestock shall be permitted outside of fenced pastures, nor within the riparian corridor, which is defined as the channel that contains the watercourse of the Virgin River and the area located within the stream's banks.

(m) Construction of New Roads. The construction of new roads on the property shall be prohibited, except to accommodate naturally-caused or human-engineered stream relocation or to provide access to improvements as permitted in Paragraph 5 of this Easement and consistent with Paragraph 8(a).

(n) Use of Motorized Recreational Vehicles. The use of motorized recreational vehicles, including three-wheelers, four-wheelers, dirt bikes, and all-terrain vehicles that because of their noise, exhaust, or other offensive characteristics impair conservation values or disturb wildlife or the public's quiet enjoyment of the Property shall be prohibited, except for transportation and maintenance uses performed by property managers and grantee's agents.

5. Reserved Rights. It is the Grantor's intent to preserve and to maintain the Property in its predominantly natural, open space condition. Grantor reserves to itself, and to its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Vegetation Management. Except as prohibited in this Easement, vegetation management activities are permitted on the Property, including revegetation of native trees and plants, and the cutting and removal of vegetation, including non-indigenous plant life, to abate disease or infestation or to perpetuate a healthy environment in accordance with the provisions of an approved management plan and all Federal and State laws and regulations.

(b) Agricultural Uses and Activities. Agricultural uses, including growing, raising, harvesting, production and storage of crops, grazing and keeping of livestock, tilling soil, burning fields, removal of noxious weeds, irrigation and irrigation structures, livestock watering structures, construction and maintenance of necessary agricultural structures, and commercial agricultural uses such as the sale of crops, small scale livestock operations, including stabling, boarding, lessons, guided excursions, but excluding confined animal feeding operations provided such uses and activities are not detrimental to the goals of the VRMP and the VRMRP.

(c) Recreational Uses. Hiking, bicycling and equestrian trails and uses, picnicking, wildlife viewing and sanitary facilities.

(d) Bridges. Construction and maintenance of bridges over watercourses as approved by governing agencies and as consistent with an approved management plan.

(e) Natural Science Research. Biological, geological and archeological research activities shall be permitted on the Property.

(f) Parking. Parking is permitted to accommodate the uses to which the Property may be made, consistent with Paragraph 8(a) and the intent to maintain the Property in a natural, scenic, open space condition.

(g) Educational/Cultural/Species Enhancement and Preservation and Maintenance Facilities. Consistent with Paragraph 8(c), noncommercial educational structures, e.g., small scale nature center and outdoor amphitheater, are permitted, as are structures necessary to the management and maintenance of the Property, e.g., equipment storage sheds, residential and nonresidential caretaker facilities, fencing, sewage treatment facility (if consistent with habitat and species objectives), and structures for the benefit of native species.

(h) Public Access. Grantor may allow public access to the Property to engage in any permitted activities, consistent with the Property Management Plan.

(i) Trails. To construct a reasonable number of trails on the Property for purposes of foot, horse, bicycle and handicapped travel across the Property, consistent with Paragraph 8(b).

(j) Species Recovery and Enhancement. To recovery and/or enhance populations of native species including native fish, birds, mammals, and reptiles.

(k) Property Management. To manage the Property, pursuant to the provisions of an approved Property Management Plan, as it may be amended from time to time.

(l) Habitat Enhancement. To enhance habitat values of the Property, including by way of example and not limitation, to realign and naturalize the stream channel and to increase meander for the purposes of improving conditions for native fish.

6. Property Management Plan. Grantor will develop, approve and implement a Management Plan for the property, in consultation with Grantee, which more specifically designates special management areas and sets forth management prescriptions for uses that protect the Conservation Values of the property in a manner consistent with the terms of this Easement while allowing for and locating uses reserved by Grantor in Paragraph 5, Reserved Rights. The Management Plan shall incorporate dispersed recreation, necessary recreation facilities, and environmental education opportunities that complement and do not significantly detract from critical habitat values. The Plan shall also outline architectural guidelines which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment. The Management Plan may be amended, from time to time, in consultation with Grantee as necessary to effectively manage the Property and to respond to changing conditions and information.

7. Notice. Before undertaking to construct or build any fences, roads, improvements or structures pursuant to any reserved right under paragraph 5 above. Grantor shall provide a minimum of 30 days notice to Grantee in writing prior to taking action, including a written plan describing the undertaking. In the event that emergency actions are required to mitigate a situation which threatens public health, safety, or welfare, Grantor shall notify Grantee within 48 hours following any emergency action taken.

8. General Agreed Parameters for Certain Types of Improvements and Uses. The parties agree to the following matters with regard to particular types of possible improvements or uses of the Property:

(a) Roads and Parking Areas. Consistent with applicable safety standards, construction, improvement and maintenance of any road will be performed in a fashion and manner so as to:

i. minimize the width, length and overall size of the road or parking area;

ii. maximize the ability of the road or parking area to be reclaimed and returned to a natural state if and when it is no longer required or needed;

iii. maximize the road or parking area's aesthetic appearance, consistent with the Conservation Values of the Property, in a manner that emphasizes a natural, rustic appearance.

(b) Trails. Consistent with applicable safety standards, construction, improvement and maintenance of any trail will be performed in a fashion and manner so as to:

i. minimize the width of the trail;

ii. maximize the trail's aesthetic appearance, consistent with the Conservation Values of the Property, in a manner that retains a more natural, rustic appearance, including surfacing using cinders, gravel, wood chips, or other natural materials, rather than paving with asphalt or concrete except as required to meet applicable ADA standards;

(c) Structures. Grantor intends that any new Structures on the Property will be constructed in harmony with the Conservation Values and consistent with maintaining the Property in its predominantly natural, scenic, open space condition. Architectural guidelines, which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment, shall be incorporated into the Management Plan for the Property.

(d) Flood plain Avoidance Area. To achieve the restoration and protection of riparian habitat, Grantor will locate uses and activities that significantly alter the natural function of the flood plain outside of the 100-year flood plain when reasonably possible.

9. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 57-18-1, et seq. Utah Code Annotated, or Section 170 (h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purposes of this Easement, and shall not affect its perpetual duration. Any such amendment shall be in writing and recorded in the official records of Washington County, Utah.

10. General Provisions.

(a) Duration of Easement. This easement shall continue in perpetuity.

(b) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(c) Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), excluding any taxes directly imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Any taxes directly imposed upon, or incurred as a result of, this Easement shall become the responsibility of Grantee.

(d) Maintenance. Each party shall bear sole responsibility for any cost or expense reasonably required for the maintenance of any road, fence or other improvement or enhancement made to or existing on the Property by that party.

11. Violations and Remedies. Grantee may enforce any term or condition of this Easement as follows:

a. Remedies. If Grantee believes that Grantor is in violation of the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of the alleged violation and request corrective action. Grantor and Grantee agree to endeavor in good faith to resolve any dispute regarding any alleged violation of the easement. If Grantor and Grantee are unable to resolve a dispute regarding an alleged violation within 45 days from Grantor's receipt of written notice despite the parties' best efforts to do so, either party may file suit in a Utah State Court of appropriate jurisdiction to obtain any legal or equitable remedy permitted by law. However, in no event will Grantor be liable for damages or subject to any other remedy, including mandatory or prohibitive injunctive relief, for any harm to the Property or violation of the Easement caused by any third-party activity which is unauthorized by Grantor.

b. Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

c. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

d. Condemnation. If all or any part of this Property is taken be exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor or Grantee in connection with the taking of in lieu purchase shall be paid out of the amount recovered. Any remaining amount shall be paid out to the parties in accordance with the value of their interest in the remaining Property. In the event the amount of damages recovered does not cover the costs incurred by the Parties, Grantor and Grantee shall each bear their own costs in excess of the amount recovered.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR

WASHINGTON COUNTY

By: Calvin R. Robison

Name: Calvin R. Robison

Title: Washington County Clerk/Auditor

Date: 11/25/02

Appeared before me this Nov. 25, 2002 Calvin R. Robison the Washington County Clerk/Auditor

Notary: Latitia L Cook

LATITIA L COOK
NOTARY PUBLIC - STATE OF UTAH
1240 E 100 S SUITE #7
ST. GEORGE, UT 84790
MY COMM. EXP. 01-10-03

GRANTEE

DIVISION OF WILDLIFE RESOURCES

By: Kevin K. Conway

Name: Kevin Conway

Title: Director

Date: 11-21-02

Appeared before me this 21st day of Nov. 2002 Kevin K. Conway, Director of the Division of Wildlife Resources

Notary: Latitia L Cook

LATITIA L COOK
NOTARY PUBLIC - STATE OF UTAH
1240 E 100 S SUITE #7
ST. GEORGE, UT 84790
MY COMM. EXP. 01-10-03

PROPOSED CONFLUENCE REGIONAL PARK ADDITION

SOUTH SIDE OF VIRGIN RIVER – 149 ACRES PLUS OR MINUS
KENNETH ANDERSON PROPERTY

JULY 16, 2001

KEN ANDERSON PROPERTY DESCRIPTION – SOUTH OF VIRGIN RIVER

Beginning at a point N0°33'20"W, along the Section Line, 1322.62 feet from the East 1/4 Corner of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being the Southeast Corner of the NE1/4NE1/4 of said Section 27; thence S89°58'50"W, along the 1/16 Section Line, 1324.93 feet to the Southwest Corner of said NE1/4NE1/4; thence N0°24'50"W 752.95 feet to a point in the thread of stream of the Virgin River; thence, along said thread thru the following 12 courses: S64°39'35"E 129.57 feet; thence S82°08'24"E 696.22 feet; thence N47°05'17"E 103.70 feet; thence N16°23'58"E 246.55 feet; thence N14°10'27"E 334.96 feet; thence N25°10'23"E 488.82 feet; thence N28°36'12"E 409.46 feet; thence N58°45'18"E 93.48 feet; thence N72°27'33"E 313.38 feet; thence N45°20'20"E 707.11 feet; thence S67°51'35"E 269.26 feet; thence S20°54'42"E 177.47 feet to a point on the East boundary line of the SW1/4SW1/4 of Section 23, said Township and Range; thence S0°00'00"E, along the 1/16 Section Line, 734.61 feet to the Southeast Corner of said SW1/4SW1/4; thence S89°39'40"E, along the 1/16 Section Line, 281.33 feet to a point in the thread of river; thence along said thread thru the following 3 courses: S15°49'20"E 1521.66 feet; thence S74°52'17"E 554.66 feet; thence S28°29'21"E 200.00 feet to a point on the East boundary line of the SE1/4NW1/4 of Section 26, said Township and Range; thence S0°16'34"E, along the 1/16 Section Line, 869.30 feet; thence S50°03'10"W 338.96 feet; thence N89°33'54"W 94.59 feet; thence N71°32'41"W 324.66 feet; thence N43°54'08"W 585.74 feet; thence N89°33'58"W 245.72 feet to a point on the West boundary line of said SE1/4NW1/4; thence N0°24'48"W, along said boundary line, 663.69 feet to a point on the 1/4 Section Line; thence N89°40'24"W, along the 1/4 Section Line, 469.71 feet; thence S0°05'07"W 484.27 feet; thence N89°46'54"W 149.67 feet; thence N0°00'00"W 484.56 feet to a point on the 1/4 Section Line; thence N89°40'24"W, along the 1/4 Section Line, 694.45 feet to the point of beginning.

Containing 149.40 Acres.

00791481 BK 1503 Pg 2256

Exhibit A

COPY, THREA

Exhibit B

VIRGIN RIVER LAND

PRESERVATION ASSOCIATION, INC.
P.O. Box 1804
St. George, Utah 84771-1804
801 674 1074

00791481 Bk 1503 Pg 2257

BASELINE INVENTORY WORKSHEET FOR LAND AND EASEMENT ACQUISITIONS

ABSTRACT: Confluence Project
Anderson Parcel
Southside Virgin River

POTENTIAL:

[ ] Pre-Acquisition
[ ] Land Transfer
[X] Permanent Ownership
[X] Conservation Easement

Completed by: Lori Rose

Date: November 20, 2002

Part 1. PROPERTY NAME:
Town/City: Hurricane
Acres: 149.4 Determined by [✓] Survey
[ ] Deed
[ ] Tax Info

County:
[ ] Estimate
[ ] Other:

Landowner(s): Kenneth R. Anderson

Landowner(s):

Owner's Address: 825 N. 800 E. 35-4
Hurricane Utah 84737

Phone: 435.635.2879

Fax: 435.635.2353

Owner's Agent: n/a

Phone:

Agent's Address:

Fax:

Deed: Book# Page#

See title report

[ ] Well-defined description
[ ] Title Work Necessary
[ ] Known encumbrances:

00791481 Bk 1503 Pg 2258

Part 2. DONOR OBJECTIVES:
Motivation, timing, compensation desired, desired outcomes, will donor permit public use?

Sell for conservation and public access at fair market value. Bound by contract to close no later than 11/25/02

Part 3. ATTACHMENTS:

[✓] Topo Map
[ ] Type Map (soils map)
[✓] Photographs
[ ] Survey Map
[✓] Other Maps
[ ] Other

Part 4. GENERAL PROPERTY INFORMATION:

A. Existing Land Use/History (past disturbances — storms, fire infestation; land uses — farming grazing, mining, etc.): property primarily in natural condition; native vegitation, basalt cliffs, functioning floodplain. Some grazing on rangeland. A road decends from the rim to the river, but condition is poor due to erosion. Historic travel corridor for native americans, Spanish and pioneers. Escalante expedition passed through here. Also Anasazi cultural sites.

B. Existing Improvements (type, size, condition): Roads (primitive); irrigation ditch; historic walls of stone; unfinished building foundation; "temporary care facility" for threatened desert tortoise

C. Tenants (if any):
County has leased 5 acres for tortoise care facility for approximately 6 years, since 1996.

D. Adjacent Land Use, Compatibility:
Adjacent lands north and east part of preserved open space known as the Confluence. Residential development on rim above canyon to South. Property contiguous with portion of Red Cliffs Desert Reserve.

E. Access/Road Frontage:
Rough access road from 200 W. in Hurricane – need some improvement to reduce erosion and allow/maintain vehicle access to canyon floor.

F. Visible Easements (roads, transmission lines, etc.):
Irrigation ditch; water & natural gas lines; road

G. Boundaries:

[ ] well-defined
[✓] able to be located
[ ] not defined
[✓] surveyed
[✓] need improvement
[ ] Other

H. Safety Hazards (structural, natural):
old foundation; steep cliffs; river floodplain

I. Environmental Hazards (toxic wastes, dumping):
property abuts old Hurricane City Dump. Phase I ESA indicates minimal risk of legal liability. Residual debris to be cleaned up w/in 5 years.

00791481 Bk 1503 Pg 2259

Part 5. RESOURCE INFORMATION:

A. Agriculture (current crops, last year/acreage in production, soil classification, significance)

none

B. River System/Floodplain/Other Water Resources (type and significance)

Virgin River and associated floodplain & riparian vegetation comprise a substantial portion of the property.

C. Scenic Vistas

property is highly scenic, basalt cliff-lined canyon. Adjoining properties also protected for openspace & habitat values.

D. Travel Corridors

Historic native american, Spanish Explorers (Escalante expedition & others), and Pioneer travel corridor.

E. Recreational Corridors (types, estimated intensity of existing use, potential for future use)

property is part of larger "Confluence Project" that both protects habitat values while allowing for limited improvements to accomodate public access.

F. Adjacency to Significant Public Lands

property borders Red Cliffs Desert Reserve (BLM ownership, Washington County HCP for Mojave desert tortoise) on west

G. Significant Habitat (species — animals & plants as appropriate)

See Exhibit C of Easement. Property contains significant habitat for T&E and special status native fish species, potential habitat for Southwestern willowfly catcher, low-density desert tortoise, raptors, and other riparian and associated upland species.

H. Community or Neighborhood Park Potential/Interpretive Site

Only public access to Virgin River from the ~~the~~ City of Hurricane which sits on the bluff above the canyon. Great educational opportunities for biology, geology, and cultural history

Part 6. TITLE INFORMATION:

00791481 Bk 1503 Pg 2260

A. Legal Name of Owner(s)

Kenneth R. Anderson

B. Legal Status of Owner(s) (single, married partnership, corporation)

C. State How Title is Vested? (sole property, joint tenants, tenants in common)

Sole Property

D. When & How Acquired? (Include purchase price if available)

E. Clear or Encumbered? (If mortgaged, provide loan amount, terms and name of holder. Attach recorded easements, rights, encumbrances other than mortgage)

Encumbrances to be cleared at closing

Part 7. ACKNOWLEDGMENT OF INVENTORY ACCURACY

A. Grantor

I Calvin R Robinson have reviewed the above "Baseline Inventory" and hereby acknowledge that the information contained herein accurately represents the current conditions, use, ownership, and past history of the subject property at the time of its transfer.

Signature (Grantor) 11/25/02 Date

Calvin R Robinson
Name (please print)

B. Grantee

I Kevin K. Conway have reviewed the above "Baseline Inventory" and hereby acknowledge that the information contained herein accurately represents the current conditions, use, ownership, and past history of the subject property at the time of its transfer.

Signature 11-21-02 Date

Kevin K. Conway
Name (please print)

HURRICANE CITY
UTAH

STAFF COMMENTS

Discussion and possible approval of **resurfacing the pickelball courts** with sports court material

Discussion:
We have 334k saved. The cost of replacement with post tension concrete is a minimum of 550k for the community center 6 courts and 200k for Sky Ridge 2 courts. Plus if we replace the concrete we need to take out all the trees that are close to the current Pickleball courts because the roots are pushing up the concrete. Also, the downtime will be about 4-6 months to build them after we have the money.
Or option 2 would be to approve resurfacing both the 6 court at the community center and the 2 court at Sky Ridge with sport court for around 125k for both surfaces. The time line would be 2-3 weeks to be installed from time of ordering the floor. -Mayor Billings

In November 2023 I did some research and got estimates on Sports Court surfacing for the pickleball courts.
Here is a list of cities that were contacted and their thoughts/comments on the Sport Court surfacing product.
St. George:
Researched the product and decided against using it on any of their courts due to the playability of the product.
Santa Clara:
They have it installed over asphalt on two old tennis courts. He said the product tends to "shift" If there any variations in the surfacing below it. He also stated that the product is great for a family to go "knock the ball around" but that the more serious players do not like the way the ball plays and will not use them.
Richfield:
They are currently in the process of building courts using this product but were unable to speak on the product themselves.
Mona:
Working on getting funding for building courts but suggested against the product based on personal experience playing on it. Stated that anyone that takes pickleball seriously "will hate it".
Local Pickleball players:
Some of the local avid pickleball players were asked to test out the Sport Court surfacing that has been installed at Elim Valley. They played on the surfacing and reported back that the tiles shift when played on and that the bounce of the ball was not correct. They stated that the players will hate this if it is installed and that there is the possibility that no one will even want to play on it because of the issues that they encountered. They strongly recommended not using it for our courts.

Most of this information was based off avid pickleball players and their opinion. This product may work for the occasional family players, but the avid players are against it.
Estimated costs from Sport Court of Southern Utah to install Sport Court on the two sites that need repair.

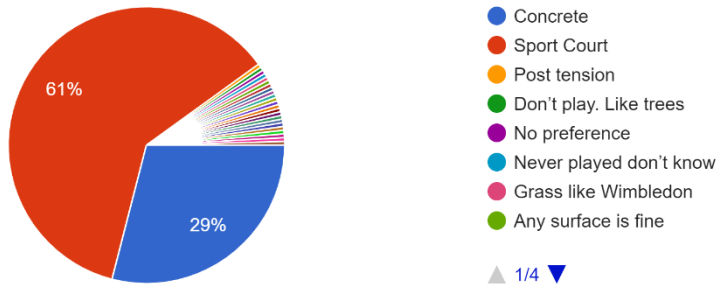
Community Center courts	$91,300.00
Sky Ridge Park	$25,540.00

I feel that the Sport Court is the best solution if we are only going to repair them instead of completely redo them with post tension concrete. The only concern I have with this is the playability of the surface and how the players will like it. This surface may, however, be better than playing with the cracks that are currently there. -Darren Barney

I sent a survey out to our players and the community about the court surface. I will attach the Google sheet with all the responses.
https://docs.google.com/spreadsheets/d/1es7geB08aTbuBdSvgTL8U2dOmXwhtApJgnKNct1xeYA/edit?usp=sharing

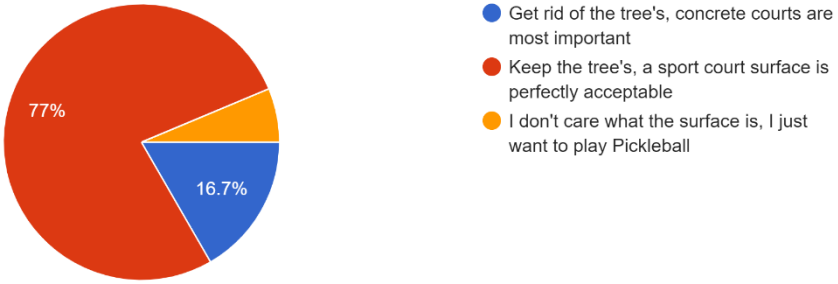
I sent it out to my pickleball league first and the court preference was overwhelmingly concrete and many opposing opinions for the idea of a sports court. Then I posted it on Facebook and non-pickleball players weighed in and the removal of the trees became the hot button issue. I had failed to limit the amount of responses they could enter for the first little while of the release of the survey so we did get some obnoxious responses from people submitting multiple times. -Tiffani Wright

What is your preferred playing surface? See the above links for additional information about each surface
231 responses



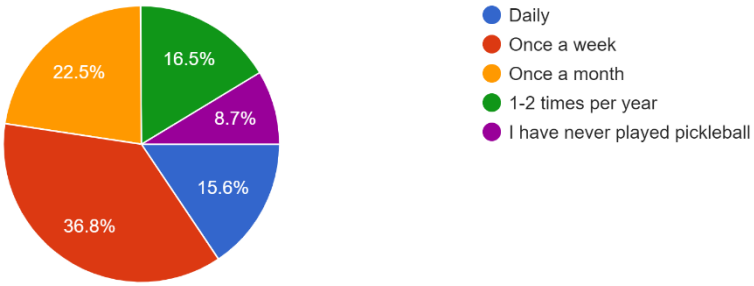
If we pour new concrete courts, it may require us to remove the trees closest to the court. Does this affect your desired playing surface?

222 responses



On average, how often do you play Pickleball?

231 responses



Findings:

Recommendation:

Attachments:

1. Pickleball Court Surface (Responses)

Timestamp	What is your preferred playing surfa
3/27/2024 14:48:16	Sport Court
3/27/2024 14:58:02	Concrete
3/27/2024 14:58:11	Sport Court
3/27/2024 14:58:22	Concrete
3/27/2024 14:58:55	Concrete
3/27/2024 14:59:30	Concrete
3/27/2024 15:00:21	Sport Court
3/27/2024 15:00:39	Concrete
3/27/2024 15:00:42	Sport Court
3/27/2024 15:05:15	Concrete
3/27/2024 15:06:07	Concrete
3/27/2024 15:06:16	Concrete
3/27/2024 15:09:17	Concrete
3/27/2024 15:09:42	Concrete
3/27/2024 15:10:11	Sport Court
3/27/2024 15:11:29	Concrete
3/27/2024 15:11:59	Concrete
3/27/2024 15:13:51	Sport Court
3/27/2024 15:14:12	Concrete
3/27/2024 15:17:16	Sport Court
3/27/2024 15:19:28	Sport Court
3/27/2024 15:20:09	Concrete
3/27/2024 15:22:32	Concrete
3/27/2024 15:22:54	Sport Court
3/27/2024 15:23:37	Sport Court
3/27/2024 15:26:13	Sport Court
3/27/2024 15:26:31	Sport Court
3/27/2024 15:27:18	Sport Court
3/27/2024 15:27:23	Concrete
3/27/2024 15:27:26	Sport Court
3/27/2024 15:27:36	Sport Court
3/27/2024 15:30:49	Sport Court
3/27/2024 15:40:28	Concrete
3/27/2024 15:43:16	Sport Court
3/27/2024 15:46:59	Sport Court
3/27/2024 15:48:31	Concrete
3/27/2024 15:55:38	Sport Court
3/27/2024 15:57:32	Concrete
3/27/2024 16:00:15	Concrete
3/27/2024 16:02:35	Sport Court
3/27/2024 16:03:16	Sport Court
3/27/2024 16:05:56	Sport Court
3/27/2024 16:25:49	Sport Court

3/27/2024 16:29:52	Concrete
3/27/2024 16:43:37	Sport Court
3/27/2024 16:55:18	Sport Court
3/27/2024 16:56:14	Sport Court
3/27/2024 17:20:58	Concrete
3/27/2024 17:52:21	Concrete
3/27/2024 17:54:41	Concrete
3/27/2024 17:56:14	Concrete
3/27/2024 17:57:56	Concrete
3/27/2024 18:02:28	Concrete
3/27/2024 18:03:15	Sport Court
3/27/2024 18:05:31	Concrete
3/27/2024 18:10:12	Concrete
3/27/2024 18:10:46	Concrete
3/27/2024 18:13:15	Concrete
3/27/2024 18:14:17	Post tension
3/27/2024 18:17:13	Concrete
3/27/2024 18:21:20	Concrete
3/27/2024 18:59:46	Don’t play. Like trees
3/27/2024 19:01:22	Sport Court
3/27/2024 19:04:50	Sport Court
3/27/2024 19:14:55	Concrete
3/27/2024 19:25:43	Sport Court
3/27/2024 19:28:02	Sport Court
3/27/2024 19:29:05	Sport Court
3/27/2024 19:29:57	Concrete
3/27/2024 19:31:53	Sport Court
3/27/2024 19:32:39	Sport Court
3/27/2024 19:32:58	Sport Court
3/27/2024 19:35:17	Sport Court
3/27/2024 19:37:27	Concrete
3/27/2024 19:40:07	Sport Court
3/27/2024 19:42:53	Concrete
3/27/2024 19:44:13	Sport Court
3/27/2024 19:44:19	No preference
3/27/2024 19:51:01	Sport Court
3/27/2024 19:51:17	Sport Court
3/27/2024 19:51:30	Sport Court
3/27/2024 19:51:57	Sport Court
3/27/2024 19:52:19	Sport Court
3/27/2024 19:53:14	Concrete
3/27/2024 19:55:32	Sport Court
3/27/2024 19:55:41	Sport Court
3/27/2024 19:55:46	Sport Court

3/27/2024 19:56:11	Sport Court
3/27/2024 19:59:14	Sport Court
3/27/2024 19:59:21	Sport Court
3/27/2024 19:59:39	Never played don’t know
3/27/2024 20:02:21	Sport Court
3/27/2024 20:04:43	Sport Court
3/27/2024 20:04:50	Grass like Wimbledon
3/27/2024 20:06:42	Sport Court
3/27/2024 20:07:20	Concrete
3/27/2024 20:08:59	Sport Court
3/27/2024 20:10:11	Concrete
3/27/2024 20:15:49	Sport Court
3/27/2024 20:17:03	Concrete
3/27/2024 20:18:07	Concrete
3/27/2024 20:19:55	Any surface is fine
3/27/2024 20:21:48	Sport Court
3/27/2024 20:22:15	Keep the trees
3/27/2024 20:22:57	Sport Court
3/27/2024 20:23:39	Sport Court
3/27/2024 20:24:46	Sport Court
3/27/2024 20:24:52	Sport Court
3/27/2024 20:25:16	Sport Court
3/27/2024 20:31:24	Sport Court
3/27/2024 20:31:32	Sport Court
3/27/2024 20:32:48	Sport Court
3/27/2024 20:33:56	Whatever saves the trees
3/27/2024 20:38:03	Doesn’t matter as long people who
3/27/2024 20:40:54	Natural ground
3/27/2024 20:41:28	Sport Court
3/27/2024 20:47:34	Sport Court
3/27/2024 20:49:35	Sport Court
3/27/2024 20:50:33	Sport Court
3/27/2024 20:51:00	Sport Court
3/27/2024 20:53:43	Sport Court
3/27/2024 20:55:13	Sport Court
3/27/2024 20:56:18	Doesnt matter
3/27/2024 20:57:38	Sport Court
3/27/2024 20:58:03	Sport Court
3/27/2024 20:59:18	Sport Court
3/27/2024 20:59:24	Sport Court
3/27/2024 20:59:55	Concrete
3/27/2024 21:00:34	Sport Court
3/27/2024 21:02:59	Sport Court
3/27/2024 21:03:06	Sport Court

3/27/2024 21:03:40	Sport Court
3/27/2024 21:05:01	Sport Court
3/27/2024 21:06:44	Whatever is underneath the trees
3/27/2024 21:08:43	Sport Court
3/27/2024 21:09:58	Concrete
3/27/2024 21:10:23	Concrete
3/27/2024 21:10:37	Concrete
3/27/2024 21:11:47	Concrete
3/27/2024 21:17:02	Sport Court
3/27/2024 21:23:46	Sport Court
3/27/2024 21:24:33	Whatever keeps the trees
3/27/2024 21:29:24	Sport Court
3/27/2024 21:29:56	Sport Court
3/27/2024 21:31:12	Sport Court
3/27/2024 21:31:38	Sport Court
3/27/2024 21:31:53	Sport Court
3/27/2024 21:34:05	Sport Court
3/27/2024 21:36:43	Sport Court
3/27/2024 21:37:36	Concrete
3/27/2024 21:37:44	Concrete
3/27/2024 21:40:49	Concrete
3/27/2024 21:43:36	Sport Court
3/27/2024 21:43:50	Sport Court
3/27/2024 21:45:23	Concrete
3/27/2024 21:47:48	Whatever surface is cost affective a
3/27/2024 21:52:48	Concrete
3/27/2024 21:53:42	Concrete
3/27/2024 21:55:07	Doesn’t matter what just don’t cut th
3/27/2024 21:56:48	Sport Court
3/27/2024 22:02:04	Sport Court
3/27/2024 22:02:14	Sport Court
3/27/2024 22:02:20	Sport Court
3/27/2024 22:02:27	Sport Court
3/27/2024 22:03:01	Sport Court
3/27/2024 22:03:12	Sport Court
3/27/2024 22:03:22	Sport Court
3/27/2024 22:03:32	Sport Court
3/27/2024 22:03:42	Sport Court
3/27/2024 22:03:51	Sport Court
3/27/2024 22:04:05	Sport Court
3/27/2024 22:04:19	Sport Court
3/27/2024 22:04:28	Sport Court
3/27/2024 22:04:35	Sport Court
3/27/2024 22:07:10	Sport Court

3/27/2024 22:08:06	Sport Court
3/27/2024 22:09:15	Sport Court
3/27/2024 22:11:12	Sport Court
3/27/2024 22:11:46	Sport Court
3/27/2024 22:21:30	Anything that doesn’t remove the tr
3/27/2024 22:22:42	Sport Court
3/27/2024 22:31:45	Concrete
3/27/2024 22:35:51	Sport Court
3/27/2024 22:36:44	Doesn't matter. But don't remove tre
3/27/2024 22:49:39	Sport Court
3/27/2024 22:59:08	Sport Court
3/27/2024 23:15:02	Concrete
3/28/2024 0:54:17	Concrete
3/28/2024 1:07:32	Sport Court
3/28/2024 3:26:11	Sport Court
3/28/2024 3:38:45	None
3/28/2024 5:00:40	Concrete
3/28/2024 5:03:51	Sport Court
3/28/2024 5:11:48	Sport Court
3/28/2024 5:20:52	Sport Court
3/28/2024 5:34:30	Sport Court
3/28/2024 6:33:20	Sport Court
3/28/2024 6:34:01	Sport Court
3/28/2024 6:37:16	Sport Court
3/28/2024 7:08:42	Sport Court
3/28/2024 7:12:10	Whatever doesnt make the trees ge
3/28/2024 7:12:37	Sport Court
3/28/2024 7:21:01	Anything under the trees
3/28/2024 7:32:46	Concrete
3/28/2024 8:33:32	Sport Court
3/28/2024 8:46:35	Concrete
3/28/2024 8:52:48	Sport Court
3/28/2024 8:55:00	Concrete
3/28/2024 9:01:08	Sport Court
3/28/2024 9:08:49	Grass
3/28/2024 9:09:25	Sport Court
3/28/2024 9:17:43	Concrete
3/28/2024 9:58:09	Keep the trees!
3/28/2024 10:26:10	Sport Court
3/28/2024 12:49:35	Sport Court
3/28/2024 13:19:23	Concrete
3/28/2024 13:29:12	Sport Court
3/28/2024 14:04:25	Concrete
3/28/2024 15:21:51	Sport Court

3/28/2024 15:44:39	Sport Court
3/28/2024 16:27:51	Sport Court
3/28/2024 19:13:12	Sport Court
3/28/2024 20:49:58	Sport Court
3/28/2024 21:00:02	Concrete
3/29/2024 0:11:11	Sport Court
3/29/2024 3:13:01	Concrete
3/29/2024 7:08:04	Concrete
3/29/2024 8:27:12	Concrete
3/29/2024 8:56:58	Sport Court
3/29/2024 11:16:04	Sport Court
3/29/2024 11:23:07	Can you provide cost information fo

If we pour new concrete courts, it may require us to remove the	On average, how often	If you have additional q
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Get rid of the tree's, concrete courts are most important	Once a week	
Get rid of the tree's, concrete courts are most important	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	Sport Court can be very
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
I don't care what the surface is, I just want to play Pickleball	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	Daily	I think concrete is the m
Get rid of the tree's, concrete courts are most important	Daily	
I don't care what the surface is, I just want to play Pickleball	Once a week	I have asked around to
Get rid of the tree's, concrete courts are most important	Daily	Sport court is bad. Man
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	Concrete is absolutely r
Get rid of the tree's, concrete courts are most important	Once a week	Keep trees and use cor
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Get rid of the tree's, concrete courts are most important	Daily	I have played on sport c
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
I don't care what the surface is, I just want to play Pickleball	Once a week	
I don't care what the surface is, I just want to play Pickleball	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	I would keep the trees-
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	I want to play more clos
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	
I don't care what the surface is, I just want to play Pickleball	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	

Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Get rid of the tree's, concrete courts are most important	Daily	This is Shayden Hinton
Get rid of the tree's, concrete courts are most important	Once a week	
Get rid of the tree's, concrete courts are most important	Once a week	
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	1-2 times per year	
Get rid of the tree's, concrete courts are most important	Daily	
Get rid of the tree's, concrete courts are most important	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	I don’t even understand
Get rid of the tree's, concrete courts are most important	Daily	
Get rid of the tree's, concrete courts are most important	Once a week	
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	The trees do not need t
	Daily	There is no need to rem
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pic	Keep the trees!!! The sh
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Glindstrom@live.com
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
I don't care what the surface is, I just want to play Pickleball	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Dont kill the trees!!!
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
	Once a week	Go post tension and ke
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Tiffani hates trees!
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	

Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Confused about the tree
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
I don't care what the surface is, I just want to play Pickleball	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
	I have never played pic	The trees should be the
I don't care what the surface is, I just want to play Pickleball	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	Please do not remove a
I don't care what the surface is, I just want to play Pickleball	Once a month	
I don't care what the surface is, I just want to play Pickleball	Once a month	Keep the trees
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	The trees are far more i
Keep the tree's, a sport court surface is perfectly acceptable	Daily	Keep the threes they ar
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pic	Keep the trees. Trees a
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Is it hard to find a space
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	

Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Save the trees! It keeps
Get rid of the tree's, concrete courts are most important	Once a week	
Get rid of the tree's, concrete courts are most important	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	The mature trees are be
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	Thx
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	So do we ask them here
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
I don't care what the surface is, I just want to play Pickleball	Once a week	
I don't care what the surface is, I just want to play Pickleball	1-2 times per year	It gets way too hot in the
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Leave the trees alone!!
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Ok
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Where
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	

Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	👈
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	The trees are super imp
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
I don't care what the surface is, I just want to play Pickleball	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	LEAVE THE TREES
Get rid of the tree's, concrete courts are most important	Daily	I play daily but it wouldr
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
ees.	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Keep the trees!
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pic	Why are your questions
	Once a month	In the summer kit will be
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Please do not remove t
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Don’t you dare remove
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	I don’t see why the tree
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Keep the trees! Whatev
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	Those trees are an asse
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pic	Leave the trees alone. T
	Once a month	Pour concrete and leave
Keep the tree's, a sport court surface is perfectly acceptable	Daily	Keeping the trees is im
	Once a week	What a pickle we are in
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
I don't care what the surface is, I just want to play Pickleball	1-2 times per year	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	Please don’t cut down t
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pic	Leave the trees and cer
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	I have never played pickleball	
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Keep the trees!
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	
	Once a week	We need more pickle ba
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	

Keep the tree's, a sport court surface is perfectly acceptable	I have never played pic	Move the courts, save t
Keep the tree's, a sport court surface is perfectly acceptable	Once a month	Don’t remove trees. It’s
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	I think those trees shou
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	Please dont take out tre
Keep the tree's, a sport court surface is perfectly acceptable	1-2 times per year	The trees are by far the
Keep the tree's, a sport court surface is perfectly acceptable	Daily	
Get rid of the tree's, concrete courts are most important	Daily	
Keep the tree's, a sport court surface is perfectly acceptable	Daily	Thank you!
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	
Keep the tree's, a sport court surface is perfectly acceptable	Once a week	What other alternatives

uestions about this project you can email tiffani@hurricanerecreation

y dangerous and will significantly diminish quality pickleball play and reduce usage of the court s

nost important, but if the trees are removed, consideration should be given to some sort of shad

about 10 people and they would like them redone with food materials but nobody would like to
ıy people that have them are taking them out

necessary for any regular pickleball player. If sport court is installed I would no longer participat
ncrete. Playing twice a week not an option.

court. People will not play on this kind of surface. The ball does not bounce like it should & it ski

the shade helps in the summer!
ser to home!

. Not bragging but I'm one of the most well known pickle ballers in town. People aren't gunna w

d why a sport court is in the talks. For anybody who plays pickle ball at all that's a horrible idea.

to be removed!
nove the trees. That is ridiculous. Just pour the concrete and stop trying to force people to choo

hade over the grass is more important than pickleball!

ep the trees. Monitor to see if they are causing any further damage before removing. It may be

es; save the tree’s what?

e #1 priority. Why does it have to be a sport court to keep the trees. Figure out a way to have co

any trees

important to the environment and keeping the park cool than the pickleball court is.
re important

are more important to help keep our air clean and temps down. We need more trees not less.

e for new courts that wouldn't affect trees in the area? It's the desert and it seems many spaces

s it cool!

etter than courts. We need more trees, not less. They also lower temperatures. Please keep the

e or do we email them? This shouldn’t be a question. It should be included in the heading. ☺

e summers to not keep the established trees!

portant in the heat here- they create a place to picnic or play as a family as well.

n't be worth playing on a sport court. I would drive somewhere else with a real court.

s only geared towards players? The trees are important to those of us that dont play and want to
e unbearBle to play on the courta if there is no shade around the courts. Will you be ibstslling dl
the trees! They provide much needed shade in the hot summer. Also, it takes a long time for tre
those trees they make playing on the courts bearable!
s would need to be removed to pull out concrete and repour.. that's what a concrete pump is fo
ver you do, please please please keep the trees!

et to the city. The shade they provide is critical to enjoying that discs whether for pickleball or th

They are much more important to the environment than pickleball courts. Also mlre pleasing to
e the trees. This is possible. You don't need sports court and you don't need to remove trees
nportant. They provide shade to not only Pickleball players but others who enjoy the park. The c
. We love trees. We love to play Pickleball. Under the best conditions, plastic sports courts are

the trees.

ment. Let private industry drive pickleball courts, get OUT of the business of pickleball and prov

all courts! Is there somewhere else we can build a bigger nicer pickleball complex without remo

the tress!

hot enough here in summer. Removing shade will prevent people from playing

ld absolutely be kept, and we should remove them just to add courts.

ees. They are an important part of our peachdays, and every day!!

most important thing to keep. They are good for the area, good for the rec center, and assist ir

have been investigated into where the courts may be located? What about expanding in other

significantly. I play their regularly and will not play on sport court.

le structure so people will still play in the summer months.

see the older trees on the south side being cut.

te in leagues or play at hurricane and would need to drive to another city.

ips across the court. I know it would be cheaper, but we as a city will be looked at as a joke if we did put a sport

anna play on a sport court competitively if you go that route. If you want to host future tournaments that make t

The city of Hurricane should be working on improving the courts not making them worse and driving people aw

se the sport court.

e ok to leave them.

oncrete courts for the pickleball players and keep the trees for the community.

s are open tree-free areas. I love trees near the courts for a break out of the sun.

e trees!

o enjoy the park with SHADE FROM THE TREES!
hade covers to give other park goers or spectators relief from the So. Ut sun?
es to mature.

r, to reach hard to get to spots.

e 4th of July.

look at and to sit under their shade.

courts are used more than enough to justify keeping them. Thank you!!
DANGEROUS to play on. Add a little wind and blowing dirt, sand, tree seeds or leaves, and you have a mess

viding it. ALSO RENAME THE BOB LICHFIELD GYM, STOP TAKING FILTHY LUCRE!!

oving trees ?

n regulating temperature near the rec center and that part of the city. If a concrete court is desired, we can still k

grassy areas nearby? Please DO NOT destroy the trees.

t court in. Question 3: I play 3-4 times a week.

:he city money, concrete is the way to go. I’m sure not many competitive tournament players will sign up if it’s co

ıay.

that cannot be cleaned up without removing EVERY plastic tile. Any debris under tiles or uneven surfaces will r

keep the trees, even if we have to spend a little bit more in construction costs and it takes more time to complet

onverted to a sport court.

not allow the ball to bounce. Like drugs, just say NO to sports court tiles.

te. If it is genuinely impossible to do the concrete court without removing the trees, either reduce the size of the

court, move it away from the trees, or just go with the sport court. Keep the trees at all cost.

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-18 updating the theater ticket prices**

Discussion:
We are proposing a $2 raise in ticket prices for all tickets. We feel our product is better than many of the surrounding areas and we are at a much lower price point than everyone. St. George Musical Theater is $28 for all tickets. (No child, senior pricing) Stage Doors least expensive ticket is $17.Which is only one dollar cheaper than our most expensive ticket. Tuchan's pricing is set up by location of seating and ranges from $30 - $132. We feel we are worth the $2 increase :)
We are good with the proposal to do a resident/nonresident rate and keep ticket prices as they are for theater patrons with an 84737 zip code. It does make it a little tricky on the back end of collecting the fees and the setup of the tickets, but we can make it work. - Tiffani Wright

Findings:

Recommendation:

Attachments:
1. Resolution 2024-18 Updating theater ticket prices

Resolution No. 2024-18

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, UPDATING THE FEES ASSOCIATED WITH THE HURRICANE CITY THEATRICAL TICKET PRICES

WHEREAS the Hurricane City Council is authorized by Section 10-3-717 of the Utah Code and Section 1-5-6 of the Hurricane City Code to establish fees for municipal services; and

WHEREAS the City Council desires to amend and ratify the follow fees; and

WHEREAS the Hurricane City Council finds that the adoption of the following fees is necessary and desirable for the preservation and protection of the health, safety, and welfare of the residents of Hurricane,

BE IT HEREBY RESOLVED by the City Council that the following fee schedule is hereby approved and adopted for immediate implementation:

Prices for Hurricane City Residents

Adults (ages 13-64)	$18.00
Seniors (ages 65 and up)	$16.00
Children (ages 4-12)	$8.00
Children under 3	Free

Prices for Non-Residents

Adults (ages 13-64)	$20.00
Seniors (ages 66 and up)	$18.00
Children (ages 4-12)	$10.00
Children under 3	Free

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

DATED this 4th day of April 2024.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Hurricane City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 4th day of April 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, Recorder

HURRICANE CITY
UTAH

STAFF COMMENTS

Consideration and possible approval of the **Introduction, Preface, and Chapter 1** of the new employee policy manual - Sel Lovell

Discussion:
Review of the introduction, preface, and chapter 1 of the new employee policy manual. Chapter 1 includes the purpose of the policy manual, standards of conduct for employees and elected officials, the City's stand on equal employment opportunity, a new policy covering diversity, equity, and inclusion. And finally, a revamped ethical behavior/employee code of ethics policy which was implemented by the state. - Sel Lovell

Findings:

Recommendation:

Attachments:
1. Preface_nbsp_
2. Role_and_Authority_
3. Introduction

PREFACE

It is the policy of Hurricane City to establish reasonable rules of employment conduct and to ensure compliance with these rules through a program consistent with the best interests of Hurricane City and its employees,

THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT AND SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY HURRICANE CITY EMPLOYEE.

It is also the policy of Hurricane City to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 and older) or disability. To this end, Hurricane City will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, disability, age (40 and older) or veteran status, and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

It is the policy of Hurricane City to strive for safety in all activities and operations and to carry out the commitment of compliance with health and safety laws applicable to the City by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Hurricane City reserves the right to change any of its policies and/or procedures set forth in this Manual (defined below) at any time and for any reason. Therefore, if you have suggestions or comments concerning the content of this Manual, please submit them, in writing, to the City Manager for review and consideration.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Chapter 1 - Role and Authority

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Policy Manual

100.1 PURPOSE AND SCOPE

The manual of the City is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, procedures, rules, and guidelines of this city. All employees are to conform to the provisions of this manual.

All prior and existing manuals, orders, and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

100.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to employees of this city under the circumstances reasonably available at the time.

100.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the City and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials, or its employees. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The City reserves the right to revise any policy content, in whole or in part.

100.3 AUTHORITY

The City Manager shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state, and local laws, rules, and ordinances. The City Manager or the authorized designee is authorized to issue directives, which shall modify those provisions of the manual to which they pertain. Directives from the City Manager or the authorized designee shall remain in effect until such time as they may be permanently incorporated into the manual.

100.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Elected official - Any individual who serves in the City government based upon selection by a public vote, as well as any individual who is appointed or otherwise selected to fill such a position that has been vacated prior to the conclusion of the elected individual's term.

Employee - Any person employed by the City, including:

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

- Full-time Employee: a full-time employee is, for a calendar month, an employee employed on average at least 30 hours of service per week, or 130 hours of service per month. (IRS Definition)
- Part-time employees: Regularly scheduled work from 16 to 32 hours per week performed by an employee as defined in 5 USC § 3401(a) through (f) with an appointment in Tenure Group I or II and who was employed on a part-time basis on or after April 8,1979. (IRS Definition)
- Tenure group 1 includes employees serving under career appointments who either have completed initial appointment probation or are not required to serve initial appointment probation.
  Excepted service--Tenure group 1 includes permanent employees whose appointments carry no restriction or condition such as conditional, indefinite, specific time limitation, or trial period.

  Tenure group 2.

  Competitive service--Tenure group 2 includes employees serving under career-conditional appointments, and under career appointments who are serving initial appointment probation.

  Excepted service--Tenure group 2 includes employees who are serving trial periods, or whose tenure is equivalent to career-conditional tenure in the competitive service in agencies that have that type of appointment (for example, excepted appointment-conditional).
- Appointed personnel. This does not include persons appointed to fill an elected official vacancy.

Manual - The City Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Shall or **will** - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other city employees, directing the work of other employees, or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

100.5 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all employees on the city network for viewing and printing. No changes shall be made to the manual without authorization from the City Manager or the authorized designee.

Each employee shall acknowledge having access to and having the opportunity to review the Policy Manual and any directives issued by the City Manager or the authorized designee. Employees shall seek clarification as needed from an appropriate supervisor for any provisions they do not fully understand.

100.6 PERIODIC REVIEW OF THE POLICY MANUAL

The City Manager will ensure the Policy Manual is periodically reviewed and updated as necessary.

100.7 REVISIONS

All revisions to the Policy Manual will be provided to each employee on or before the date the policy becomes effective. Each employee will be required to acknowledge having reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Employees are responsible for keeping abreast of all Policy Manual revisions.

All City employees suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the City Manager as appropriate.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Standards of Conduct for Elected Officials

101.1 PURPOSE AND SCOPE

This policy establishes standards of conduct expected of all elected officials. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct.

101.1.1 DEFINITIONS

Definitions related to this policy include:

Conflict of interest - Any actual, perceived, or potential conflict in which it reasonably appears that an elected official's action, inaction, or decisions are or may be influenced by a personal or business relationship. It includes conflicts defined and prohibited by state law.

101.2 POLICY

Elected officials of the City are expected to conduct themselves with the utmost professional integrity and objectivity. The service of every elected official of the City shall be based on conduct that reasonably conforms to the guidelines in this policy.

101.3 UNLAWFUL DIRECTIVES

Elected officials should not knowingly direct action or inaction that, if carried out, would result in a violation of any law or City policy. Elected officials should not make new commands that conflict with any previous command without making reasonable clarification that the new command is intended to countermand the earlier command.

101.4 GENERAL STANDARDS

Elected officials should conduct themselves in accordance with the federal and state constitutions and all applicable laws, ordinances, and rules.

Elected officials should familiarize themselves with policies and procedures applicable to their conduct and the conduct of all employees under their supervision.

101.5 ETHICS

Elected officials should avoid engaging in the following conduct:

(a) Using one's status as an elected official of the City in any way that could reasonably be perceived as an attempt to gain influence or authority for non-City business or activity.

(b) The wrong or unlawful exercise of authority for malicious purpose, personal gain, willful deceit, or any other improper purpose.

(c) Acceptance of fees, gifts, money, tangible or intangible personal property, or any service, gratuity, favor, entertainment, hospitality, loan, promise, or any other thing of value more than $50 from any person, business, or organization that is doing business with, or seeking to do business with, the City, or contrary to the rules of this City and/or laws of the state.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

(d) Offer or acceptance of a bribe or gratuity.

(e) Misappropriation or misuse of public funds, property, personnel, or services.

(f) Any other failure to abide by the standards of ethical conduct.

101.6 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Elected officials should not discriminate against, oppress, or provide favoritism to any person based on a classification or status protected by law.

101.7 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

Elected officials should avoid:

(a) Unauthorized or inappropriate release of confidential or protected information, materials, data, forms, or reports obtained as a result of the elected official's position with this city.

(b) The use of any information, photograph, video, or other recording obtained or accessed as a result of the elected official's position with this city for personal or financial gain.

(c) Using city resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

(d) Loaning, selling, allowing unauthorized use, giving away, or appropriating any city badge, uniform, identification card, or property for personal use, personal gain, or any other improper or unauthorized use or purpose.

(e) Using city resources for campaign or other political purposes.

101.8 CONFLICTS OF INTEREST

Elected officials shall follow all laws regarding actual and perceived conflicts of interest and should avoid the appearance of actual or perceived conflicts of interest.

Elected officials should avoid directly supervising any employee who is a relative or with whom they are involved in a personal or business relationship. Elected officials should also avoid participating in, contributing to, or recommending promotions, assignments, performance evaluations, transfers, or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.

101.9 ETHICAL COMPLIANCE DOCUMENTATION

Elected officials should ensure that all required documentation pertaining to ethics, conflicts of interest, or any other matter related to conduct are timely completed and submitted to the appropriate authorities.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Standards of Conduct for All Employees

102.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the City and are expected of all employees. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, employees are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this City or an employee's supervisor.

102.1.1 DEFINITIONS

Definitions related to this policy include:

Conflict of interest - Any actual, perceived, or potential conflict in which it reasonably appears that an employee's action, inaction, or decisions are or may be influenced by a personal or business relationship. It includes conflicts defined and prohibited by state law.

102.2 POLICY

The continued employment or appointment of every employee of the City shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether during work hours or non-work hours, may be cause for disciplinary action.

102.3 GENERAL STANDARDS

Employees shall conduct themselves in accordance with the federal and state constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Employees shall familiarize themselves with policies and procedures and are responsible for compliance with each. Employees should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

This policy is not intended to cover every possible type of misconduct.

102.4 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, or ethics, and specific action or inaction that is detrimental to the City's ability to effectively serve the public.

102.4.1 LAWS, RULES, AND ORDERS

(a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive, or requirement, or failure to follow instructions contained in City manuals.

(b) Disobedience of any lawful direction or order.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

(c) Violation of federal, state, local, or administrative laws, rules, or regulations.

102.4.2 ETHICS

(a) Using or disclosing one's status as an employee of the City in any way that could reasonably be perceived as an attempt to gain influence or authority for non-City business or activity in accordance with the accompanying procedure.

(b) The wrongful or unlawful exercise of authority on the part of any employee for malicious purpose, personal gain, willful deceit, or any other improper purpose.

(c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the employee's work with the City.

(d) Acceptance of fees, gifts, gratuities, favors, entertainment, loans, money, or items valued more than $50.00 or otherwise contrary to the rules of this City and/or laws of the State of Utah in accordance with the accompanying procedure.

(e) Regardless of prior disclosure, an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of the City.

1. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with the City.

(f) Offer or acceptance of a bribe or gratuity.

(g) Any other failure to abide by the standards of ethical conduct.

102.4.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

102.4.4 RELATIONSHIPS

(a) Unwelcome solicitation of a personal or sexual relationship during work hours or through the use of one's official capacity.

(b) Engaging in sexual activity during work hours, including but not limited to sexual intercourse, excessive displays of public affection, or other sexual contact.

(c) Establishing or maintaining an inappropriate personal or financial relationship as a direct result of any official business in accordance with the accompanying procedure. (Hurricane City Policy Manual: 800.4 DISQUALIFICATION FROM ACTING ON CITY BUSINESS)

(d) Associating with or joining a criminal gang, organized crime, and/or criminal syndicate when the employee knows or reasonably should know of the criminal nature of the organization.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

102.4.5 ATTENDANCE

(a) Leaving the job to which the employee is assigned during work hours without reasonable excuse and proper permission and approval.

(b) Unexcused or unauthorized absence or tardiness. Any employee who is absent for three or more full consecutive workdays without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice.

(c) Excessive absenteeism or abuse of leave privileges.

(d) Failure to report to work or to the place of assignment at the time specified and fully prepared to work without reasonable excuse.

102.4.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

(a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the employee's position with this City.

(b) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this City for personal or financial gain or without the express authorization of the City Manager or the authorized designee; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

(c) Loaning, selling, allowing unauthorized use, giving away, or appropriating any City badge, uniform, identification card, or property for personal use, personal gain, or any other improper or unauthorized use or purpose.

(d) Using City resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

102.4.7 EFFICIENCY

(a) Neglect of duty.

(b) Unsatisfactory work performance, including but not limited to failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.

(c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.

(d) Unauthorized sleeping during work hours or assignments.

(e) Failure to notify Human Resources within five business days of any change in residence address or contact numbers.

(f) Failure to notify a supervisor of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion and in accordance with the accompanying procedure. (Hurricane City Policy Manual: 800.1 EFFICIENCY)

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

102.4.8 PERFORMANCE

(a) Failure to disclose or misrepresenting material facts or making any false or misleading statement on any application, examination form, or other official document, report, or form, or during the course of any work-related investigation.

(b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction, and/or mutilation of any City record, public record, book, paper, or document.

(c) Failure to participate in investigations, or giving false or misleading statements, misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any City-related business.

(d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority, or official standing of this City or its employees.

(e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this City or subverts the good order, efficiency, and discipline of this City or that would tend to discredit any of its employees.

(f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:

1. While on City premises.

2. At any work site, during work hours, or while using any City equipment or system.

(g) Improper political activity, including:

1. Unauthorized attendance during work hours at official legislative or political sessions.

2. Solicitations, speeches, or distribution of campaign literature for or against any political candidate or position during work hours or on City property except as expressly authorized by city policy, an employment agreement or contract, or the City Manager or the authorized designee.

(h) Engaging in political activities during work hours except as expressly authorized by City policy, any employment agreement or contract, or the City Manager or the authorized designee.

(i) Use City-owned equipment, supplies or resources or other attendant expenses when engaged in political activity.

(j) Discrimination in favor of or against, any person or applicant for employment based on political activities.

(k) Any act that brings discredit to this City.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

102.4.9 CONDUCT

(a) Failure to promptly and fully report activities on the employee's part or the part of any other employee where such activities may result in criminal prosecution or discipline under this policy.

(b) Unauthorized or unlawful fighting, threatening or attempting to inflict unlawful bodily harm on another.

(c) Engaging in horseplay that reasonably could result in injury or property damage.

(d) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any employee of the City.

(e) Use of obscene, indecent, profane, or derogatory language during work hours or in uniform.

(f) Criminal, dishonest, or disgraceful conduct that adversely affects the employee's relationship with the City.

(g) Unauthorized possession of, loss of, or damage to City property or the property of others or endangering it through carelessness or maliciousness.

(h) Attempted or actual theft of City property; misappropriation or misuse of public funds, property, personnel, or the services or property of others; unauthorized removal or possession of City property or the property of another person.

(i) Activity that is incompatible with an employee's conditions of employment or appointment as established by law or that violates a provision of any employment agreement or contract, including fraud in securing the appointment or hire.

(j) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the City Manager or the authorized designee of such action.

(k) Any other conduct that any employee knows or reasonably should know is unbecoming of an employee of this City, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon the City or its employees.

102.4.10 SAFETY

(a) Failure to observe or the violation ofCity safety standards or safe working practices.

(b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).

(c) Failure to maintain good physical condition sufficient to adequately and safely perform the work assigned, if applicable.

(d) Unsafe firearm or other weapon handling, including loading or unloading firearms in an unsafe manner while on the job.

(e) Carrying, while on the premises of the work site, any firearm or other weapon that is not authorized by law or the member's appointing authority.

(f) Unsafe or improper driving habits or actions in the course of employment or appointment.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

(g) Any personal action contributing to a preventable traffic accident.

(h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

102.4.11 INTOXICANTS

(a) Reporting for work or being at work while intoxicated or when the employee's ability to work is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.

(b) Possession or use of alcohol during work hours.

(c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to work.

102.5 OUTSIDE ACTIVITIES

An employee who is involved in an outside activity such as a civic organization, church organization, or committee unrelated to City business, public office, or service club, shall:

(a) Pursue the outside activity on the employee's own time.

(b) Pursue the outside activity away from City facilities.

(c) Discourage any phone, mail, or visitor contact related to the outside interest at any City facilities.

(d) Arrange for annual leave or compensatory time off in advance to pursue the outside interest during business hours.

(e) Except as provided in the Local Government-Owned and Personal Equipment Policy, employees shall not use data processing equipment, postage metering machines, copiers, and other City owned equipment or supplies for the outside interest.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Equal Employment Opportunity

103.1 PURPOSE AND SCOPE
This policy provides guidance for ensuring equal opportunity for all City employees.

103.2 POLICY
It is the policy of Hurricane City to comply with Equal Employment Opportunity standards in all phases of personnel administration: job structuring, recruitment, examination, selection, appointment, placement, training, discipline etc., including without limitation, compensation, benefits, transfers, layoff, return from layoff, education, and all social/recreational programs will be administered without regard to race, color, religion, sex (including pregnancy, transgender status and sexual orientation), gender identity, age, national origin, disability, genetic information, veteran, or other applicable protected group status.

103.3 CO-OPERATION
The City expects the full co-operation of each employee in upholding the policy which has hereto been set forth and to support equal employment opportunities.

103.4 CONFORMITY WITH LAW
The City's equal employment opportunity policy is governed by applicable federal, state, and local law. Nothing in the City's equal employment opportunity policy creates any contractual rights or benefits beyond those imposed by federal law or any applicable state or local law prohibiting discrimination in employment.

103.5 SUPERVISOR RESPONSIBILITIES
The City Manager or assigned designee will ensure that Hurricane City is in compliance with all of the personnel policies and procedures in this manual, including all EEO standards. Additionally, the City Manager or designee will ensure each employee receives a copy of this Personnel Policies and Procedures manual to review during orientation and ensure the employee signs and dates a Policy Statement and Acknowledgment form stating receipt of the manual. The City Manager or designee, will then file the signed and dated Policy Statement and Acknowledgment form in the employee's personnel file. A copy of this policy will be available for employee's to review online on their Lexipol accounts and at each work location. Extra copies will be provided at the City Office.

103.6 EMPLOYEE RESPONSIBILITIES
Employees are responsible for informing themselves about the policies, practices, and benefits set forth in Hurricane City's Personnel Policy and Procedure Manual by reading them and if necessary, asking they be explained to them. Additionally, all employees are required to sign and date a Policy Statement and Acknowledgment form stating receipt of this manual.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Diversity, Equity, and Inclusion

104.1 POLICY

Hurricane City is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

104.2 GENERAL STANDARDS

Hurricane City's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.
- All employees of Hurricane City have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other City-sponsored and participative events.
- All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

Ethical Behavior Policy/Employee Code of Ethics

105.1 POLICY

It is the policy of Hurricane City to ensure all elected officers and employees follow a code of ethics. The following is an adaptation of the State of Utah's code of ethics which all elected officers and employees of Hurricane City must follow.

105.2 PROHIBITED CONDUCT

No current employee or officer, as specified, shall:

1. Disqualification from Acting on Hurricane City Business.

- ~~a.~~ Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
- Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
- Fail to disqualify him or herself from acting on any transaction which involves Hurricane City and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
- Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Hurricane City or any agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Hurricane City enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
- Offer or acceptance of a bribe or gratuity.
- Any other failure to abide by the standards of ethical conduct.

105.3 IMPROPER USE OF OFFICIAL POSITION

- Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Hurricane City; or to achieve a private gain, or an exemption from duty or responsibility for the employee or any other person;
- Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any Hurricane City funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

- Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with Hurricane City; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
- Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Hurricane City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
- The wrongful or unlawful exercise of authority on the part of any employee for malicious purpose, personal gain, willful deceit, or any other improper purpose.

105.4 ACCEPT GIFTS OR LOANS

No employee or officer shall ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:

- ~~i.~~ Unsolicited flowers, plants, and floral arrangements;
- Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
- Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- Unsolicited food items given to a department when the contents are shared among employees and the public;
- Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by Hurricane City;
- Information material, publications, or subscriptions related to the recipient's performance of official duties;
- Food and beverages consumed at hosted receptions where attendance is related to official duties;
- Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from Hurricane City;
- Travel costs, lodging, and tuition costs associated with Hurricane City, sanctioned training or education when not provided by a private entity under contract with Hurricane City;
- Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

- Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
- Campaign contributions; and
- Unsolicited gifts with an aggregate economic value of $50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
- Acceptance of fees, gifts, gratuities, favors, entertainment, loans, money, or items valued more than $50.00 or otherwise contrary to the rules of this City and/or laws of the State of Utah
- The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the employee's work with the City.
- Tips received by employees working in a City-operated food service establishment and associated with providing food or beverages.

105.5 DISCLOSE PRIVILEGED INFORMATION

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

105.6 FINANCIAL OR BENEFICIAL INTEREST IN TRANSACTIONS

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Hurricane City. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Hurricane City.

105.7 NEPOTISM

a. Violate Utah Code § 52-3, which prohibits employment of relatives, with few exceptions. Hurricane City Policy Manual: 600.4.2 NEPOTISM

105.8 MISUSE OF PUBLIC RESOURCES OR PROPERTY

a. Violate Utah Code § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

105.9 OUTSIDE EMPLOYMENT

a. Retain secondary employment outside of Hurricane City employment, which, as determined by [Governing Body], and according to Utah Administrative Code R477-9-2: (Hurricane City Policy Manual: 618.3 OUTSIDE EMPLOYMENT)

- ~~i.~~ Interferes with an employee's performance.
- Conflicts with the interests of Hurricane City or the State of Utah.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

- Gives reason for criticism or suspicion of conflicting interests or duties.

105.10 POLITICAL ACTIVITY

a. Except as otherwise provided by law:

- ~~i.~~ The partisan political activity, political opinion, or political affiliation of an applicant for a position with Hurricane City ~~[entity name]~~ may not provide a basis for denying employment to the applicant.
- A Hurricane City officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
- A Hurricane City employee may not engage in political campaigning or solicit political contributions during hours of employment.
- A Hurricane City officer or employee may not use Hurricane City equipment while engaged in campaigning or other political activity.
- A Hurricane City officer or employee may not directly or indirectly coerce, command, or advise another Hurricane City officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
- A Hurricane City officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
- A Hurricane City employee who has filed a declaration of candidacy may:
  - be given a leave of absence for the period between the primary election and the general election; and
  - Use any vacation or other leave available to engage in campaign activities.
- Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
- Nothing in this chapter shall be construed to:
  - Prohibit a Hurricane City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
  - Permit a Hurricane City officer or employee partisan political activity that is prohibited under federal law.
- No Hurricane City officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Hurricane City property.
- No Hurricane City officer or employee shall promise any appointment to any position with Hurricane City as a reward for any political activity.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

- A Hurricane City employee who is elected to an office with Hurricane City shall terminate Hurricane City employment prior to being sworn into the elected office.

105.11 FAIR AND EQUAL TREATMENT

- No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
- No Hurricane City officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

105.12 PROHIBITED CONDUCT AFTER LEAVING HURRICANE CITY

a. No former employee shall, during the period of one (1) year after leaving Hurricane City office or employment:

- ~~i.~~ Disclose or use any privileged or proprietary information gained by reason of his/her [entity type] employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
- Assist any person in proceedings involving an agency of Hurricane City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
- Represent any person as an advocate in any matter in which the former employee was officially involved while a Hurricane City employee;
- Participate as a competitor in any competitive selection process for a Hurricane City contract in which he or she assisted Hurricane City in determining the project or work to be done or the process to be used.

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

INTRODUCTION

Welcome,

As an employee of Hurricane City you will be expected to read, understand, and follow the Employee Policies and Procedures contained in this manual.

It is the policy of Hurricane City to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older) or disability or genetic information. To this end, Hurricane City will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or genetic information, age (40 or older) or veteran's status and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

It is the obligation of each officer, manager, supervisor, and employee of Hurricane City to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, layoff, termination, compensation, and training shall be conducted without unlawful regard to race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), age (40 or older), or disability.

It is the policy of Hurricane City to strive for safety in all activities and operation, and to carry out our commitment of compliance with health and safety laws applicable to our business by enlisting the help of all employees to ensure that public and work areas are free from hazardous conditions.

No employee, officer, agent, or other representative of Hurricane City has any authority to enter into any agreement for employment for any specified period of time or ~~t~~ to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Employee Policies and Procedures Manual.

Hurricane City reserves the right to change any of its policies and/or procedures at any time in the future for any reason.

This Employee Policies and Procedures Manual is not, and shall not, be construed as an explicit or implied contract, shall not modify any existing employment at will status of any employee, and shall not create any due process requirement in excess of Federal or State constitutional or statutory requirements.

Mayor and City Council

Hurricane City

Copyright Lexipol, LLC 2024/03/25, All Rights Reserved.
Published with permission by Hurricane City

HURRICANE CITY
UTAH

STAFF COMMENTS

Mayor, Council, and Staff reports

Discussion:

Findings:

Recommendation:

Attachments:
None

HURRICANE CITY
UTAH

STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:
None