



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

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

Hurricane City Council Meeting Agenda

July 18, 2024
5:00 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.**

5:00 p.m. Pre-meeting

1. Agenda Summary

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 June 20, 2024

Report about the staging area, bathrooms, and new City road for Sand Mountain by DRATS (Desert Road and Trails System) - Jeff Bieber

Report from UPLA (Utah Public Lands Alliance) - Loren Campbell

Report on the Poker Run and future plans for TriState ATV Club - Steve Jacobs

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 of **Ordinance 2024-03 amending Title 8, Chapter 1, Section 4** regarding utility rates and connection fees
2. Presentation and report on public infrastructure and consideration and possible approval of a **power line extension** to the area south of Sky Ranch - Mike Vercimak and Scott Hughes

NEW BUSINESS

1. Consideration and possible approval of **local consent for an off-premise beer license** at Jellystone Park - Scott Nielson
2. Consideration and possible approval of **local consent for an on-premise recreational beer license** at Jellystone Park - Scott Nielson
3. Consideration and possible approval of **local consent for a full-service liquor restaurant license** at PV Resort Amenities - Chris Wyler
4. Consideration and possible approval of a **lease for hangar pad 9S 1E** - EDUBYAS LLC
5. Consideration and possible approval of an **assignment of an existing lease for pad 7S 1E** - The Ray and Cynthia Schureman Family Trust
6. Consideration and possible approval of an **assignment of an existing lease for pad 3S** - Richard E. Cutts
7. Consideration and possible approval of a **Storm Drain Agreement** with Interstate Rock Products, Inc.
8. Public Hearing to take comments on the following:
 - a. Issuance of the Water Revenue Bond
 - b. A request for disposal of property along 860 North for road realignment
9. Consideration and possible of **Resolution 2024-30 Approving an Interlocal Agreement** between the cities of St. George, Hurricane, Washington, Santa Clara, Enterprise, and Washington County for building inspection services
10. Discussion regarding the **City's irrigation expansion project**
11. Consideration and possible approval of **Resolution 2024-31 Amending the Connection Cost Schedule for the Hurricane Power Department** - Scott Hughes
12. Presentation and discussion by **Hurricane Valley Fire Special Service District about truth in taxation**
13. Consideration and possible approval of **Resolution 2024-32 disposing of property for the realignment of 860 North** in conjunction with the Hurricane Rehab Center development -Brandon Neil
14. Discussion regarding **requiring background checks on certain businesses** - Cindy Beteag
15. Consideration and possible approval of a **Water Savings Agreement with The Nature Conservancy and the Washington County Water Conservancy District**. -Dayton Hall

16. Consideration and possible approval of **relocating the bleachers** from the old rodeo grounds to the new equestrian park
17. Consideration and possible approval of a **memorandum of understanding (MOU) with Liberty Village**. -Mayor Billings
18. Resolution 2024-33: A General Plan Amendment to update the **Moderate Income Housing Plan**
19. Consideration and possible recommendation to our Power Board Superintendent Scott Hughes, **a properly licensed journeyman lineman may install high voltage underground or overhead power lines** within Hurricane City.
20. Mayor, Council, and Staff reports
21. 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 July 18, 2024

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes of the Regular City Meeting for June 20, 2024

Report about the staging area, bathrooms, and new City road Sand Mountain by DRATS (Desert Road and Trails System) – Jeff Bieber

Report from UPLA (Utah Public Lands Alliance) – Loren Campbell

Report on the Poker Run and future plans for TriState ATV Club – Steve Jacobs

Old Business

1. Update for 7/18/24

The Council reviewed this item on February 15, 2024, and expressed support for the resolution. However, during the same meeting, there was a discussion about requiring landlords to keep utilities in their names. The Council requested further discussion on this matter. Consequently, staff asked for the item to be continued so that both issues, which are in the same chapter, could be addressed together. Staff has been researching and gathering information on landlord accounts since then, but due to scheduling conflicts and workload, it is unclear when this will be brought back to the Council. The proposed ordinance currently only addresses the military discount. - Cindy Beteag

In August of 2004, the City Council adopted a policy concerning utility payment relief for citizens on active military duty. It was unanimously approved that anyone on active military duty would qualify for a \$150 or 1/2 of their utility bill, whichever is less, reduction. Staff was not able to find where this policy was ever written or put into code. The proposed amendments puts language directly into the code to allow this discount.

2. This item was heard at the May 16, 2024, meeting where it was continued with the direction to the Public Works Director to provide a report on the status of other infrastructure and services in the area south of Sky Ranch. Mike Vercimak has prepared that report and it is available in the packet. -Cindy Beteag

New Business

1. Jellystone Park is applying for an off-premise beer license to sell beer from their gift shop. This license would allow RV guests to purchase beer at the store and consume it at their rental spaces. The applicants have provided all necessary documentation, and background checks on the owner and manager have been completed. Staff has no concerns with approving local consent. If approved, the applicants will still need to

obtain a license from the Department of Alcoholic Beverage Services (DABS). - Cindy Beteag

2. Jellystone Park is also applying for on-premise recreational beer license to sell beer to guests at the water park. If approved, this would be the first on-premise recreational beer license at a water park in the state of Utah. Even if the City gives local consent, it is unclear if the State would allow the license, but the City's consent would open the door to the possibility of the first such license. City Staff and the Hurricane Valley Fire District have reservations about Hurricane being the test City for the first on-premise beer license at a water park, as well as concerns about mixing on-premise alcohol consumption with water park activities. -Dayton Hall
3. PV Resort Amenities is applying for a full-service liquor restaurant license to sell beer and liquor at their clubhouse restaurant and in the cabanas around the water amenities. The Department of Alcoholic Beverage Services (DABS) will have specific requirements, such as sectioning off areas where alcohol is served and ensuring that meals are ordered with drinks. The applicants have stated that the restaurant and water amenities will be open to the public, though access may be limited if their vacation rentals are fully booked. Staff has the same concerns with this application as with the previous one for Jellystone Park. It is unclear if any other location in Utah operates in this manner. – Cindy Beteag
4. Background:
EDUBYAS LLC is purchasing the hangar improvements at hangar pad 9S 1E. The existing lease is reaching the end of its term. Mr. Stadler 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.
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 July 16, 2024, and unanimously recommended approval.
Legal Review:
The City Attorney approves the form of the proposed lease.
-This summary was drafted by Dayton Hall, City Attorney

5. Summary drafted by Dayton Hall on July 16, 2024:

This agenda item is to consider approving the assignment of a hangar lease to a new tenant. The current tenant is Final Design Group, who holds a Hurricane Airport Land Lease for the hangar located at 7S 1E in the City Airport. The lease is dated March 21, 2023, and provides that the "Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor..." The lease also states that: "In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease." The lease is for a "private aircraft hangar." Mr. Lemmon desires to assign the remaining term of the lease to The Ray and Cynthia Schureman Family Trust, who desires to assume the lease.

The Airport Board met on July 16, 2024, and recommended unanimously to approve the assignment of the lease to The Ray and Cynthia Schureman Family Trust.

The lease to be assigned to Final Design Group is included in the Council's packet.

6. Summary drafted by Dayton Hall on July 16, 2024:

This agenda item is to consider approving the assignment of a hangar lease to a new tenant. The current tenant is Stephen W. Lemmon and Final Design Group, LLC, who holds a Hurricane Airport Land Lease for the hangar located at 3S in the City Airport. The lease is dated November 17, 2022, and provides that the "Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor..." The lease also states that: "In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease." The lease is for a "private aircraft hangar." Mr. Lemmon desires to assign the remaining term of the lease to Richard E. Cutts, who desires to assume the lease.

The Airport Board met on July 16, 2024, and recommended unanimously to approve the assignment of the lease to Richard E. Cutts.

The lease to be assigned to Stephen W. Lemmon and Final Design Group, LLC is included in the Council's packet.

7. Interstate Rock owns land adjacent to and northwest of 600 North opposite the Sands Cove and Coronado Ridge subdivisions. After the City's construction of 600 North, and especially with the recent construction of Sand Cove Phase 1, storm drain runoff water is concentrated and discharges into Interstate Rock's property. Interstate Rock is proposing the construction of an open ditch across its property to manage the runoff water by conveying it away from 600 North. The City requires that storm drain facilities be constructed as part of the development of property, but there is no current land use application pending for the two parcels where Interstate Rock is proposing the open ditch, so Interstate Rock has no obligation to construct the ditch. Interstate Rock is

proposing that the City reimburse Interstate for 1/2 of the cost to construct the open ditch, with the City's share being \$21,785.70. Considering that Interstate Rock has no obligation to construct the ditch, and considering that the City's construction of 600 North is a contributing factor to the concentrated discharge of water and related problems, City staff feel that splitting the cost of the ditch is a fair proposal and recommend approval. The proposed contract specifies that when these two parcels are developed, Interstate Rock will be required to install standard storm drain infrastructure at that time. -Dayton Hall

8. Public Hearing.
9. This agreement is crafted to satisfy the requirements of State legislation passed last session. The new legislation requires that cities maintain a list of third-party inspectors that will be available to do inspections if a city takes longer than three days to perform an inspection, with the cities being responsible for the cost of the third-party inspector. Instead of subjecting themselves to the costs of private inspectors, it is proposed that Hurricane City contract with neighboring cities and the County to act as each others "third-party" inspectors. The proposed agreement sets the fee at \$87 per hour. Hurricane City rarely takes longer than three days to perform an inspection, so this agreement is unlikely to be used often. Larry Palmer (Building Official) and Dayton Hall (City Attorney) have participated in drafting the proposed agreement and both recommend approval. -Dayton Hall
10. This item was changed from awarding the bid to just a discussion about the City's irrigation expansion project. -Cindy Beteag
11. Connection Costs have been set by resolution in the past and any changes currently require presentation for approval to City Council. Costs have not been updated officially since 2019, even though the cost of labor and materials has increased during that time. We are updating these costs to reflect current labor, equipment, and material costs. The Power Department would also like to add language so that these costs may be presented for approval through the Power Board with notification of the changes to City Council. The Power Department would like to update the costs with approval anytime any significant pricing change happens. These costs deal specifically with labor, equipment, and materials which change sporadically. The Power Board unanimously voted to recommend approval to the City Council on July 3, 2024. - Crystal Wright
12. A letter with a brief explanation written by HVFSSD Board Chair was added to the packet.
13. It is proposed to dispose of a portion of 860 N, located on the corner of 860 N and State St. just south of the La Verkin Bridge, fronting the recently approved Hurricane Rehab Center development. During the site plan review for the rehab center, it was noted by

Engineering that 860 N at that intersection is excessively wide and underutilized. Engineering therefore recommended that a portion of the 860 N right-of-way be disposed of and given to the property owned by the Hurricane Rehab Center, since use of 860 N isn't expected to substantially increase. This would allow the rehab center development to shift south, further away from the Virgin River Bluff, and also provide more on-site parking for that project. City staff has discussed the proposal with the owners of the rehab center, and they have expressed their interest in acquiring the additional property. In exchange for the property, the owners will demolish existing roadway improvements and construct new sidewalk and right-of-way improvements along 860 N; they will also be required to provide right-of-way improvements on State St. The existing power and sewer infrastructure will either need to be moved or left in place with an easement. Report prepared by Fred Resch III, City Planner

14. At the last Council meeting, staff proposed changing background check requirements for certain businesses to an annual basis, rather than just at the initial application. Additionally, they suggested including tattoo artists and residential hosting owners among the businesses requiring background checks. Currently, background checks are mandated for businesses involving massage therapy, any business related to firearms, any business dealing with minor children, or entry to a private residence. Annual checks are already required for solicitors and liquor licenses.

The Council directed staff to determine the cost of running these background checks and how many businesses would be affected. It was found that approximately 125 businesses would require an annual check. If the Council wanted to include residential hosting, it would add another 170. There is no additional fee for the City to run these checks. - Cindy Beteag

15. As part of the NRCS's commitment to fund 75% of the pressurized irrigation system expansion, there were environmental studies done that indicated the project would result in water savings that could benefit the health of the Virgin River. This proposed contract confirms that the City has no objection to the water savings generated from the expansion of the pressurized irrigation system being available to help support the health of the Virgin River, as long as it does not affect the functionality of the City's system. -Dayton Hall
16. David Hirschi spoke with Scott Hughes about moving the bleachers at the old rodeo grounds to the new equestrian arena. He said that the parks crew could disassemble them in about 3.5 hours then the power crew could move them in 1-2 hours and then the parks crew could reassemble them in 3.5 hours with an estimated cost of \$1500-\$2000. It can hold between 160-200 people. At \$5 per person that equals \$1000 per event. The Rodeo is 2-3 nights at Peach Days. It pays for itself. My vote would be to move it to the new arena - David Hirschi.

17. Liberty Village Utah is a non-profit corporation. Liberty Village is requesting that the City authorize Liberty Village to use the City's logo on Liberty Village's website and promotional materials. The original draft MOU proposed by Liberty Village has been modified substantially by the City Attorney. The modified draft authorizes the City to direct the removal of its logo from any website or materials within 12 hours and allows either party to terminate the MOU with four days prior written notice. In an attempt to reduce the legal exposure that accompanies allowing another entity to utilize the City's logo, the City Attorney added paragraphs 5, 6, and 7 to the MOU. -Dayton Hall
18. Utah State Law requires that cities and counties with more than 5,000 residents pass and implement a Moderate Income Housing Plan to address the current and future needs for moderate income housing in the area. Cities that pick above and beyond that number of strategies get priority funding from UDOT and other state agencies. Hurricane City picked eight strategies, five above the required three, which qualifies for priority funding. Selecting additional strategies allows the City to be flexible in how they show progress to the state in the required annual reporting. State law requires that we show progress on the minimum number of strategies every year to maintain funding status and avoid fines and other penalties from the state.

The purpose of these changes is to comply with new state requirements regarding state code being quoted verbatim in the strategies section, as well as update the implementation schedule to reflect when certain projects are projected to be completed and reflect the progress we have made on these strategies in the past couple years. These changes are intended to be more administrative in nature and not change any existing city policies.

The Planning Commission voted to recommend approval of the amendments to the Moderate Income Housing Plan with five voting to approve, one voting no and one abstaining. The two votes not to approve were due to concerns, not with the proposed amendments exactly, but with the perceived intrusion of state mandates into the City's housing policies. Overall the Planning Commission acknowledged that this change is primarily to keep the City in compliance with state housing laws and appreciated staff's work on the plan.

Report prepared by Fred Resch III, City Planner

19. The Power Dept. relies on Pre-Qualified Contractors to install a large amount of power infrastructure within our city. One of the requirements for a contractor to be on our list of "Pre-Qualified Contractors" used to be that they must possess an S200 with the Division of Professional Licensing (DOPL) with the State of Utah. Not too long ago, DOPL changed some of their licenses. They no longer have the S200. It has been replaced with the E200 General Electric license. After clarification with the Southern Utah enforcement officer for DOPL, we have clarified which licenses are qualified for which

types of jobs (shown on the attached chart). This item has been discussed with the Power Board, but has currently been continued, so there is not a recommendation from the Power Board as of yet. - Scott Hughes

20. Mayor, Council and Staff reports.

21. Closed session to discuss the character, professional competence or physical or mental health of an individual.

Minutes of the Hurricane City Council meeting held on June 20, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

Members Excused: David Hirschi

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Deputy Chief Kurt Yates, Power Superintendent Scott Hughes, Public Works Director Mike Vercimak, City Planner Gary Cupp, Planning Assistant Fred Resch III, City Engineer Arthur LeBaron, Building Official Larry Palmer, Parks Superintendent Darren Barney, Water Superintendent Ken Richins, City Recorder Cindy Beteag, HR Director Sel Lovell, and Finance Manager Paige Chapman.

AGENDA

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

Scott Hughes reminded the Council about the UAMPS conference coming up on August 18th-21st in Midway. He explained that they have been running generators due to a spike in power prices caused by last week's high temperatures. Recently, they stopped running the generators as market prices stabilized, but they are prepared to run them daily based on price analysis. The substation performed well with only minor issues, and it was a significant achievement to have it energized and operational. He also mentioned Rocky Mountain Power's implementation of a Public Safety Power Shutoff (PSPS) plan, which involves shutting off power if weather conditions, vegetation, and other factors indicate a fire risk. This policy could potentially impact Washington County significantly, as shutting off the lines operated by Rocky Mountain Power would affect the entire county. He highlighted the importance of being aware of these potential power shutoffs due to fire risks within two miles of the lines.

Larry Palmer reported that nine single-family homes have been submitted since the last meeting. Ace is still progressing as quickly as possible.

Deputy Chief Kurt Yates stated the new community policing officer is Doug Thorton. He expressed confidence in his capabilities. The department has been preparing for active shooter training, scheduled for next month, which will involve the fire department, school administrators, and possibly some students to create a realistic scenario. The training will take place over two weeks, with one squad each week, and neighbors will be informed to prevent panic. He noted that weekends have been very busy with traffic due to the popularity of Hurricane and St. George. He mentioned that the department did not need to assist with the tragic shooting in Washington.

Darren Barney reported continued employee losses to other cities and companies offering higher salaries. Although a few new hires are starting in the next couple of weeks, the department is still short-staffed. They have been very busy with baseball tournaments,

including multi-day events requiring extensive field preparation between games. This has been time-consuming, with staff working long hours over the weekend. Memorial Day events went smoothly, with only one complaint about flower removal, which is unusual thanks to improved communication and signage over the past few years. Next week, the department has scheduled two consecutive days to work with prisoners to clean up the medians on State Street. This task has been delayed due to difficulties in coordinating with the prisoners, but it is now set to proceed with lane closures for the cleanup.

Ken Richins mentioned that on Tuesday, there was a mandatory pre-job meeting for the irrigation expansion project. Fifteen contractors requested the plans, and seven attended the meeting, indicating interest in the bid opening scheduled for next Thursday, the 27th at 2:00 PM. After the bid opening, the bids will be analyzed, and a meeting with the council will be arranged to discuss awarding the contracts. There is a meeting scheduled in the morning with the driller and engineers to discuss the best approach to achieve the desired water quality for the Gould's Wash Well. The Sky Ranch Well is experiencing some mechanical issues, but work is ongoing. He hopes to provide a more positive update at the next council meeting or the one following that. The Water Board meeting next week has been canceled because they didn't have any items to discuss.

Mike Vercimak stated on Tuesday there was a pre-bid meeting for the AWASP project at the airport, but only one bidder responded. Bids for this project will be opened next week. A pre-construction meeting for the Veterans Park was held this morning in the council room. The project has received numerous donations of materials and labor, making it a significant task to manage all the volunteers and their schedules. The meeting was productive, and the project is off to a good start.

Arthur LeBaron distributed VIP tickets for the 4th of July event, noting that each council member had tickets in front of them. More tickets could be provided if needed. They are valid per vehicle, regardless of the number of passengers. He anticipates a good crowd at Sand Hollow and confirmed that preparations for the event are nearly complete. He then showed footage of the Frog Hollow Dam project. The dam's location was highlighted, showing areas excavated and material moved. He explained that the dam had construction efforts in the 1950s and 1970s, with the 1970s material being problematic. This material has been relocated, while the 1950s material, which is good quality, will be reused. The main task is to excavate and replace the pipe from the outlet structure. Currently, they are removing half of the dam to start work on the pipe, after which they will remove the remaining half. To mitigate vulnerability, the drainage basin now boasts higher-quality vegetation compared to the pre-1950s era. Despite this improvement, they will still construct a cofferdam to ensure stability.

Gary Cupp outlined upcoming items from the planning department include updates to the subdivision ordinance to accommodate new regulations requiring construction drawings at final plat review and an amendment to the airport influence area that is mandated by the state. The next General Plan training is Our Natural Resources – viewsheds, water supply, agricultural resources, and dark skies. SR-9 is designated as a state scenic corridor, and efforts are

underway to obtain federal designation for its scenic status as well. During the discussion, the goals, policies, and strategies aimed at safeguarding these resources were reviewed. Mayor Billings clarified that there are currently no ordinances restricting views. Kevin Thomas raised a concern about the lights on the Arby's building, specifically mentioning two large spotlights that need to be addressed.

Fred Resch III reported that last week, the Planning Commission approved a preliminary site plan for a Starbucks location on State Street, situated between Del Taco and O'Reilly's. Additionally, they approved a preliminary plat for a 53-lot subdivision in the Sand Hollow Gateway area. Mayor Billings announced a meeting scheduled for next Thursday at Dixie Tech, where mayors and legislators will discuss affordable housing initiatives and actions taken by each city. She extended an invitation to anyone interested in attending.

Dayton Hall mentioned there have been three requests go to the Ombudsman office for advisory opinion regarding exactions imposed on developers. He attributed this uptick to a tightening economy and the city's careful approach to ensure developers bear their development costs rather than taxpayers. He expressed interest in hearing an independent attorney's perspective on these matters. Another discussion right now is the countywide reuse project for the Washington County Water Conservancy District. This project aims to utilize water from Ash Creek, much of which belongs to the City. The City is negotiating to ensure fair recognition of its water rights and to integrate this water into a secondary irrigation system. Ongoing meetings are focused on aligning the City's existing irrigation plans with the District's new reuse strategy, which presents new challenges and opportunities for collaboration.

Kaden DeMille explained employees who were involved in the parade on the 4th of July are now also helping with the fireworks. Many of them are working extended hours. He suggested the idea of offering a floating holiday for those employees working on the 4th, to compensate for their time. The Council expressed support for giving this approach a try.

Cindy Beteag explained that the business license chapter mandates background checks for certain businesses, such as massage therapy, firearms-related businesses, businesses dealing with minor children, and businesses entering a private residence. Due to recent incidents, staff is proposing adding tattoo artists and residential hosting to the list and suggested making the background checks an annual requirement instead of a one-time check at the beginning. Mayor Billings and Kevin Thomas expressed reservations about including residential hosting. The Council directed staff to determine if there is a fee for the City to run a background check and to assess how many businesses would be affected by this change.

6:00 p.m. - Call to Order –

Prayer, Thought and Pledge led by Kevin Thomas

Declaration of any conflicts of interest

None declared.

Minutes of the Regular City Council Meeting for June 6, 2024

118 Kevin Thomas motioned to approve the June 6, 2024 minutes as written. Seconded by Drew
119 Ellerman. Motion carried unanimously.

120 Mayor Billings recognized the Hurricane Bandits Baseball Team out of order and addressed
121 them next. These minutes are in the order of the agenda instead of the order they were
122 addressed by the Council.

123 Update and Presentation from Ash Creek Special Service District - Mike Chandler

124 Mike Chandler highlighted recent changes and accelerated developments in water and
125 wastewater management throughout the county. He explained that Ash Creek Special Service
126 District serves Hurricane, LaVerkin, Toquerville, Apple Valley, and soon the town of Virgin, along
127 with eastern Washington County up to Leeds and New Harmony, but not Pine Valley. The
128 District covers a vast area comparable to the distance from Lehi to Payson, Utah. Despite having
129 fewer residents than Utah County, the District manages extensive infrastructure, including 18
130 pump stations, over 300 miles of pipelines, roughly 4000 manholes, one treatment facility, and
131 a lagoon facility off SR 9. He reported that concrete is currently being poured at the Confluence
132 Park treatment plant. He discussed recent infrastructure projects supporting economic
133 development in the communities. The Bench Lake Regional Pump Station, completed in 2021 at
134 a cost of approximately \$6.5 million, now transports sewer from Dixie Springs to the new water
135 tank and wellsite, and down to 3000 South, covering the new Copper Rock Golf Course area and
136 surrounding properties. Additionally, the Quail Creek Industrial Park project involved designing
137 and installing a regional pump station that will replace individual pressure systems, addressing
138 issues and supporting further development in the area. He discussed the Confluence Park
139 Water Reclamation Facility, which has a compact footprint and saves power by pumping water
140 to Toquer Reservoir. He presented future concept plans for the treatment plant, highlighting its
141 location in ponds 4 and 5 by Sand Hollow, where it won't be visible from major roads. He also
142 showed plans for a regional reuse system and announced a reuse workshop next Monday to
143 discuss the plan and answer questions. Mr. Chandler explained the reuse water applications
144 and mentioned they have over 400 acres around their facility, which they have farmed. Due to
145 recent moisture, they have struggled to discharge their winter water and are considering
146 different uses for the property. When Joseph Prete asked about the process of waste
147 management from houses to ponds to reuse, Mr. Chandler detailed the entire process.

148 Update and Presentation from Southwest Mosquito Abatement District - Sean Amodt

149 Sean Amodt announced that it is the first day of summer and Mosquito Awareness Week. He
150 handed out pamphlets explaining their work, noting that the organization started in 2002, with
151 the nearest district being five counties away. Mr. Amodt, who has been the manager since
152 2014, mentioned that there are 22 different mosquito species in the county, and they use three
153 different methods to control them. This season, they caught about 2,500 mosquitoes in one
154 location. Primarily floodwater mosquitoes are in Hurricane. He highlighted that water areas are
155 where West Nile virus spreads. He invited everyone to a conference in October and pointed out
156 that flies do not carry deadly diseases like mosquitoes.

157 Recognition of the Hurricane Bandits Baseball Team

158 The Hurricane Bandits Baseball Team recently traveled to New York City to compete in a
159 tournament, finishing 27th out of 88 teams. Mayor Billings invited each player to introduce
160 themselves, and the Council congratulated the team on their impressive performance.

161 Presentation from concerned residents regarding construction near Dixie Springs

162 Diana Pales thanked the Council for the opportunity to come address the Council regarding the
163 construction of Dixie Heights Subdivision. She presented a short three-minute movie
164 showcasing the conditions in their subdivision, compiled from numerous videos and pictures.
165 The first picture showed the initial view from their home in Dixie Springs, highlighting the
166 sparse sagebrush and minimal sand issues. Subsequent images depicted a neighbor's lawn at
167 the beginning of 2022 and a few months later, completely covered with sand, making the lawn
168 and plants invisible. The developer had promised to fix it after completing their work, but the
169 homeowners have since started redoing it themselves due to the unbearable conditions. She
170 emphasized the difficulty of living with such extensive sand intrusion, affecting both the
171 exterior and interior of their homes. She described the insufficient watering at the construction
172 site, where a water truck creates a single path every four or five days. A family who saved for
173 eight years to install a pool cannot use it due to constant sand accumulation, taking days to
174 clean. The dust has impacted residents' health, and there seems to be no end in sight to the
175 issue. She detailed the significant damage to walls, foundations, and driveways caused from
176 blasting. She asked for relief through constant watering. Despite meeting with developer Brent
177 Moser in Spring 2022, who promised completion of phases 1 and 2, only three homes have
178 been built, and no properties have been sold. With all vegetation removed, sand constantly
179 blows. She read emails from affected residents and requested the Council to mandate daily
180 watering for the development.

181 Mayor Billings explained that this approval occurred before three of the current council
182 members were elected. The City does have ordinances on dust control. Mike Vercimak noted
183 that the current ordinance requires a reasonable effort to control dust, which the City
184 interprets as necessitating a water truck on the job site. The inspector spends 30% of their time
185 ensuring contractors comply. However, given the area's wind conditions, there isn't enough
186 water to fully suppress the dust. He stated the inspector will monitor the situation more
187 closely.

188 Bryan Wild expressed concern about the absence of a silt fence requirement. Mayor Billings
189 clarified that the City's ordinance does not mandate silt fences. Mike Vercimak noted the
190 prolonged duration of the development as a significant issue. Drew Ellerman inquired about a
191 timeframe for completion and suggested preventing grading without subsequent development.
192 Mayor Billings suggested communication with the developer, acknowledging residents'
193 previous attempts. Clark Fawcett voiced concern with grading on a section of the development
194 that isn't being built. He proposed inviting Mr. Moser to address the Council on the matter.
195 Mayor Billings stated she will talk to Mr. Moser to see what the development plans are.

Brent Clark expressed frustration over the prolonged dust, noise, and ongoing construction impacting their quality of life and finances. He highlighted personal health issues linked to dust exposure, including his wife's recent diagnosis of emphysema. The disruptive environment has also affected property values, as evidenced by the difficulty in selling his father's house. He also raised concerns about the city's emergency preparedness, emphasizing the vulnerability to earthquakes and how seismic activity could exacerbate existing issues such as blasting and potentially impact infrastructure like the dam.

Ms. Pales requested notification if the Council meets with Brent Moser. Mayor Billings stated staff will reach out to the developer first to try to resolve the issues.

Public Forum – Comments From Public

NEW BUSINESS

1. Consideration and possible award of bid for the PEMB component of the four-court gym- Kaden DeMille

Kaden DeMille clarified that the acronym stood for a pre-engineered manufactured building (PEMB). He reported that there was only one bidder for the metal building component, which came in at \$792,459.72, significantly under the city's estimated cost of \$1,050,000 by approximately \$257,000. This is just the metal portion that includes the track. This step is crucial to finalize construction drawings and proceed with the gym construction project. Joseph Prete pointed out that the bid does not cover the labor costs for assembly, only materials and engineering. He then posed a question to the staff regarding their confidence in the bid's completeness compared to the initial higher projection, ensuring that all necessary components are included in the \$750,000 estimate. Mr. DeMille responded that they have learned from the two-gym project where ongoing change orders have been necessary due to having to re-engineer different things. He expects the process for this building to be more smoothly with all elements integrated into the construction drawings. They are anticipating the construction taking about four months to complete.

Kevin Thomas motioned to approve the bid for the PEMB component of the four-court gym in the amount of 792,459.72 to Falcon Builders. Seconded by Joseph Prete. Motion carried unanimously by a roll call vote.

2. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 2024-29 - A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$14,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2024 (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED) (THE "BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT

236 WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY TO
237 APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS
238 SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING
239 AND A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST
240 PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE
241 EXECUTION OF A THIRD SUPPLEMENTAL INDENTURE OF TRUST, AND OTHER
242 DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF
243 ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS
244 CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.
245

246 Mayor Billings explained this funding is for secondary irrigation, wells in the Sky Ranch and
247 Three Falls areas, and a 2-million-gallon tank at Sky Ranch. This financing option offers 0%
248 interest through the Reclamation of Water Resources Department, and it constitutes a bond
249 that will be repaid over the next 25 years. Kaden DeMille explained the parameters resolution
250 sets the interest rate and amount, with a proposed figure of \$14 million, slightly exceeding the
251 approved \$12.6 million to accommodate potential overages and closing costs. Approving this
252 resolution ensures that financing does not delay the project's progress, allowing flexibility for
253 future decisions on feasibility. Joseph Prete raised questions about the bundling of projects into
254 this funding. He also questioned if these projects are the top priorities and expressed concerns
255 about future project limitations. Ken Richins explained that not all bonding capacity is being
256 utilized and noted recent water rate increases to help cover costs.
257

258 Clark Fawcett sees this as constructive, but he doesn't want to see another bond for the Water
259 Department unless there is a dire need. Mr. Richins stated these projects align with their
260 comprehensive five-year plan. Mr. Fawcett stated he has no concern with the parameter
261 resolution, but he has a lot of concerns with the unknowns of the irrigation expansion. There
262 are no concrete numbers to evaluate the costs. He is worried they are building a system that is
263 going to have to be subsidized to pay for it. Mr. Richins echoed his frustration with unknown
264 numbers but feels they will have a better understanding once they open the bids. Mr. Fawcett
265 proposed testing the numbers to see how many connections there would be and raised
266 questions about mandatory tie-ins for future development. Drew Ellerman advocated for
267 maintaining cost control and requiring new developments within a certain proximity to
268 connect. Mr. Richins estimated that by doing this system approximately 700 connections
269 wouldn't need to be purchased from the Water District. Mark Anderson with Zion's Bank
270 explained this resolution sets a public hearing for July 18th and allows for reimbursement of
271 expenses if the bonding proceeds. There is no obligation to proceed if this is approved. Kaden
272 DeMille stated they will have a better idea after the bid opening next week.
273

274 Clark Fawcett motioned to approve Resolution 2024-29 authorizing the issuance and sale of not
275 more than \$14,000,000 aggregate principal amount of water revenue bonds, series 2024.
276 Seconded by Kevin Thomas. Motion carried unanimously by a roll call vote.
277

Joseph Prete motioned to close the City Council meeting. Seconded by Kevin Thomas. Motion carried unanimously.

Clark Fawcett motioned to open the Redevelopment Agency Meeting. Seconded by Joseph Prete. Motion carried unanimously.

MEETING OF THE HURRICANE REDEVELOPMENT AGENCY

1. Consideration and possible approval of Resolution 2024-28 confirming the closure of Project Areas 1 and 2 and ratifying the extension of Project Area 3.

Mayor Billing read the following summary written by Dayton Hall that was provided in the packet. "The Hurricane City Council is the governing board of the Hurricane Redevelopment Agency, which is a form of a limited purpose local government entity. The Agency was created in the early 1990s to provide certain tax breaks and incentives to promote economic development within the City. The proposed resolution is a housekeeping item to clarify the status of the three different project areas created by the Agency. This clarification will assist the City and County Clerk/Auditor in administering the Agency. The proposed resolution clarifies that project areas 1 and 2 are closing this year, and project area 3 has been extended until 2027."

Clark Fawcett explained that Areas 1 and 2 include the old industrial area and the golf course. It was paid off years ago. The City used these areas to fund equipment and would then reimburse the account. This is just a housekeeping item to close them up. Area 3 includes Old Hwy 91, and it is still being used for the Lighthouse and Orgill expansion projects. Kaden DeMille explained that the funds will be transferred from the RDA fund to a capital expense fund for the golf course.

Clark Fawcett motioned to approve Resolution 2024-28 confirming the closure of Project Areas 1 and 2 and ratifying the extension of Project Area 3. Seconded Drew Ellerman. Motion carried unanimously.

Joseph Prete motion to adjourn the Redevelopment Agency Meeting. Seconded by Kevin Thomas. Motion carried unanimously.

Clark Fawcett motioned to reopen the City Council meeting. Seconded by Drew Ellerman. Motion carried unanimously.

NEW BUSINESS CONTINUED

1. Mayor, Council, and Staff reports

None

319

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

321

322 Joseph Prete motioned to go into closed to discuss pending or reasonably imminent litigation.

323 Seconded by Kevin Thomas. Motion carried unanimously.

324

325 Joseph Prete motioned to close the closed meeting and adjourn the meeting. Seconded by

326 Clark Fawcett. Motion carried unanimously.

327 **Adjournment: 9:12 p.m.**



STAFF COMMENTS

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

Discussion:

Update for 7/18/24

The Council reviewed this item on February 15, 2024, and expressed support for the resolution. However, during the same meeting, there was a discussion about requiring landlords to keep utilities in their names. The Council requested further discussion on this matter. Consequently, staff asked for the item to be continued so that both issues, which are in the same chapter, could be addressed together. Staff has been researching and gathering information on landlord accounts since then, but due to scheduling conflicts and workload, it is unclear when this will be brought back to the Council. The proposed ordinance currently only addresses the military discount. - Cindy Beteag

In August of 2004, the City Council adopted a policy concerning utility payment relief for citizens on active military duty. It was unanimously approved that anyone on active military duty would qualify for a \$150 or 1/2 of their utility bill, whichever is less, reduction. Staff was not able to find where this policy was ever written or put into code. The proposed amendments puts language directly into the code to allow this discount.

Findings:

Recommendation:

Attachments:

1. Minutes for Military discount approval
2. Ordinance 2024-03 Amending 8-1-4 Utility Rates

the canal. He said there is a car parked in the handicapped parking space at the site and it is sitting up on jack stands.

The Council said they would ask the Police Department to look into these problems.

Mayor Hirschi thanked Leonard for his work at the entry sign on the north edge of the city.

CONSIDERATION AND POSSIBLE APPROVAL OF REQUEST TO EXTEND FINAL PLAT APPROVAL FOR POSSEE RANCH AND HOMESTEAD ACRES SUBDIVISION PLATS – HANK ISAKSEN APPLICANT

Hank Isaksen assured the Council that "we are actually making progress." He indicated he is optimistic this project can get underway. He estimated there are 42 lots in Homestead Acres and 71 lots in Posse Ranch. It was clarified that both neighborhoods were engineered and approved in August 2002 and an extension was granted in August 2003.

Mayor Hirschi asked, "What kind of extension are you asking for?" Mr. Isaksen said they should know in 30 days what will happen but would like a 6-month extension. Mayor Hirschi requested Mr. Isaksen release the property to other interested developers before the 6 months is up if he is unable to go ahead because there is considerable interest in the property. He said Hank invested a lot of money into the property in the form of advertising and the completed project should be an asset to the city.

Fay Reber said Mr. Isaksen's request is for a time extension to record the final plat. Mr. Reber clarified the City Council approves final plat extensions before the plat is recorded, according to the Subdivision Ordinance.

Mayor Hirschi said water rights should be tied in with this approval. He warned Mr. Isaksen not to allow the water rights associated with the property to go to anyone else. Mr. Isaksen indicated he is still willing to work with the City on a well site.

Glenwood Humphries made a motion to grant a six-month extension of the plat approval for Posse Ranch and Homestead Acres, seconded by Ethelyn Humphries. Unanimously approved.

DISCUSSION AND POSSIBLE RECOMMENDATION ON POLICY CONCERNING UTILITY PAYMENT RELIEF FOR CITIZENS ON ACTIVE MILITARY DUTY

Mayor Hirschi explained he received some material from other cities encouraging a program granting relief to active U.S. Military personnel on utility bills. Different cities designated different levels of discounts. The mayor suggested some kind of formula be developed, if the Council is comfortable with offering the discount. He said he has learned that some people are being paid more while on active duty than they were working here at their civilian jobs. He said he felt relief should be extended to anyone in the military called away from their regular job and said he didn't think it would involve too many people. Glenwood Humphries suggested the situations be reviewed on a case-by-case basis and if there is a hardship the City could offer a 50% discount.

Leonard Dunkovich asked which households would be eligible by relationship to the person serving. It was clarified only head of household situations would be considered. He suggested the City ask for donations and estimated a ten-cent donation per month per household would net \$300 for a fund. He suggested the City consider helping other residents in need if donations can fund an ongoing account. Ethelyn Humphries suggested a "rounding up" so customers can donate whatever amount rounds their bill to an even number.

Council members cautioned a system should be in place to ensure the privilege is not abused and utilities used wisely and not just wasted because the utility user is not paying.

Ethelyn Humphries was assigned to work on the details.

Glenwood Humphries made a motion to approve a policy allowing the City to grant relief on utility bills for citizens on active military duty, seconded by Larry LeBaron. Unanimously approved.

DISCUSSION AND POSSIBLE APPROVAL OF POLICY CONCERNING TIME OF PAYMENT OF WATER IMPACT FEES

Fay Reber reminded the Council about a discussion at the last Council meeting on developers paying water impact fees. The fee is currently paid at the time a building permit is issued. The discussion

DISCUSSION AND POSSIBLE RECOMMENDATION ON POLICY CONCERNING UTILITY PAYMENT RELIEF FOR CITIZENS ON ACTIVE MILITARY DUTY

Ethelyn Humphries stated she was asked to come up with a proposal regarding a policy recommendation concerning payment relief for citizens on active military duty. She said she had checked with several other cities in the Southern Utah area and found none who are participating in a relief program for those who are on active military duty at this time. She indicated she would like to set precedence and be the first city in the southern part of the state to do this for our active duty soldiers who are out there putting their lives on the line for our freedom. She suggests after consulting with Clark Fawcett and Michelle Newton \$150.00 or ½ of their utility bill, whichever is less. There was a question asked what the qualifications would be and it was suggested the head of household would need to be serving full time in a war zone.

Ethelyn stated she would also like to propose a needy fund be started for people who have found themselves in extreme circumstances where they are not able to pay a utility bill. This fund would be only for people who are not habitually behind on their bill, but who due to some unforeseen circumstance are not able to pay on time. She indicated she had discussed this with Clark and Michelle also and they thought it would be good. Michelle will be working on putting a message on the bill for donations to this fund. Darwin Hall stated he could put a proposal on the agenda for the Ash Creek Sewer Board. Mayor Hirschi commended Ethelyn Humphries for going to the extra work to come up with a proposal for both of these items.

Glenwood Humphries made a motion to approve the proposal regarding a policy concerning utility payment relief for citizens on active military duty, seconded by Danny Campbell, with a unanimous approval.

DISCUSSION AND POSSIBLE APPROVAL RESOLUTION PERTAINING TO PERSONNEL POLICY CHANGES AND ADDITIONS

Clark Fawcett stated he would need to get with Attorney Fay Reber regarding this resolution and so this would need to be continued until another meeting.

Danny Campbell made a motion to continue this item, seconded by Glenwood Humphries, unanimously approved.

CONSIDERATION FOR ADOPTION OF A RESOLUTION APPROVING THE ADOPTION BY THE MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH OF A PARAMETERS RESOLUTION AUTHORIZING THE ISSUANCE OF NOT MORE THAN \$ 1,000,000 REVENUE BONDS, SERIES 2004; AND RELATED MATTERS.

Clark Fawcett stated the actual amount would be \$970,000 and is for the new Fire House and the addition to the old Fire House. The CDBG Grant was \$150,000. The amount came out to be more than Clark was hoping for. There will be a \$90,000 per year payment for 15 years, and the Public Safety fund is building up to pay for this. The interest rate is 4.75 %. Ethelyn asked if there was a chance of paying this off sooner. Clark stated he always likes to have this option to pay off these debts off sooner if possible.

Ethelyn Humphries made the motion to approve A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A SECOND AMENDED LEASE AGREEMENT, BY AND BETWEEN HURRICANE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH (THE "AUTHORITY") AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2004, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$970,000 FOR CONSTRUCTION OF A NEW FIRE STATION, AND RELATED IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A THIRD SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, GROUND LEASE, SECOND SUPPLEMENT TO LEASEHOLD DEED OF TRUST AND OTHER

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 8 CHAPTER 1 WITH REGARDS TO UTILITY RATES**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 8, Chapter 1 of the Hurricane City Code governing the rate and connection fees; and

WHEREAS, this policy was previously adopted but not officially codified; and

WHEREAS, the City Council of Hurricane, Utah supports our active soldiers and wishes to offer a discount on their utility services;

BE IT HEREBY ORDINATED by the City Council of Hurricane, Utah that Section 18-1-4 of the Hurricane City Code is amended to read as follows:

CHAPTER 1. WATER USE AND SERVICE

Sec. 8-1-4. Rates and connection fees; payment provisions.

- A. *Setting fees, rates, and charges.* The rates, penalty fee for delinquency in payment, connection fee, reservoir fee, inspection fee, and other charges incidental to connection and services from the City water system shall be fixed from time to time by resolution enacted by the City Council. The City Council may from time to time promulgate rules for levying, billing, guaranteeing and collecting charges for water services and all other rules necessary for the management and control of the water system.
- B. *Deposit.* A deposit in the amount established by resolution of the City Council as security for payment of services is hereby established for all utility connections; provided, however, that said deposit may be waived for owners of property for which utility service is sought who provide satisfactory evidence of timely payment of past utility billings. Such deposit may, upon request, be returned after two years of good credit or upon termination of said account, whichever first occurs.
- C. *Turn on/transfer fee.* A turn on/transfer fee in an amount established by resolution of the City Council shall be charged to any person opening a utility account within the City. The turn on/transfer fee is considered operating costs for utility departments to read the power and/or water meter and to transfer this same meter to a new account. The turn on/transfer fee is nonrefundable.
- D. *Service rates.* Rates shall be as established by resolution of the City Council.
- E. *Application.* Any person residing within the water service area and desiring to obtain water service in their name will be required to file an application for utility service at the City Office.
- F. *Special rates.* Any utility account holder that is serving fulltime as an active United States military service member shall qualify for a 50% or \$150 reduction, whichever is less, on the service member's City utility bill for any monthly billing cycle during which fulltime service

was rendered. The service member shall submit adequate documentation to the City confirming that the member qualifies for the reduction. Furthermore, the City Council may from time to time fix by agreement or resolution special rates and conditions for users using exceptionally large amounts of water service or making use of the water system under exceptional circumstances, upon such terms and conditions as they may deem proper.

G. *Board of equalization; rates and rebates.*

1. The City Council is hereby constituted a board of equalization of water rates to hear complaints and make corrections of any assessments deemed to be illegal, unequal, or unjust. They may, if they see fit, rebate all or any part of the water bill of any indigent person.
2. A claim against the City or against its employees for an act or omission occurring during the performance of his duties, within the scope of his employment, or under color of authority, including claims for refunds or reimbursements of water, power, sewer and other utility services furnished by the City, is barred unless notice of claim is filed as required by Utah State Code.

H. *Use without payment prohibited.* It shall be unlawful for any person by himself, family, servants, or agents to utilize the City water or sewer system without paying therefor, as herein provided, or, without authority, to open any fire hydrant, stopcock valve or other fixtures attached to the system of water supply unless it is done pursuant to proper application, agreement, or resolution. It shall be unlawful to injure, deface or impair any part or appurtenance of the water or sewer system, or to cast anything into any reservoir or tank belonging to the water system.

I. *Billings; delinquency; discontinuance of service.*

1. The City is hereby authorized and empowered to combine all charges for all utility services, including water, sewer, garbage, power, etc., into one monthly billing, describing the various utility services supplied, the amount owed for each individual utility service and the total amount of all such services.
2. Any such monthly utility billing shall be due and payable in full on or before the 15th day of the month following the month for which such utility services were rendered.
3. Any such monthly utility billing not paid in full on or before the 15th day of the month, as specified in subsection I1 of this section, shall be deemed delinquent and shall be assessed a late charge in the amount of five percent of the unpaid balance of said monthly utility billing. If the billing is not paid in full by the end of the month in which it was due, an additional nonpayment penalty shall be assessed to the account in the amount set by resolution of the City Council. If said billing is not paid in full before the tenth of the month following the month in which it was due, services may be disconnected.
4. In the event that service is disconnected, before service can be reconnected, the bill must be brought current or arrangements made with the City office. Upon

reconnection of power or other utility service, a reconnect fee will be assessed in the amount established by resolution of the City Council.

5. In the event that utility services are disconnected for lack of payment and the balance remains unpaid for one week, the utility account will be terminated. Once the account has been terminated, the customer must pay: (a) the balance owed for utility service rendered; (b) a reconnect fee; and (c) the utility security deposit before utility service will be restored.
 6. A fee in an amount established by resolution of the City Council shall be charged and added to the next month's utility bill for any customer whose water service requires maintenance or repair because of a meter lock or seal which has been damaged, cut, or otherwise tampered with.
 7. If the City hires an agent to collect on a delinquent account, the account will be assessed an additional fee as charged by the collection agency.
- J. *Monthly fee due for all connections.* The City shall charge the current base water rate for all connections to the system, whether or not the customer is currently using water from the system. The fee charged will also include any applicable surcharges assessed by the Washington County Water Conservancy District.
- K. *Reasonable access.* All customers shall permit the City's authorized representatives to enter on the customer's premises at all reasonable times for purposes connected with rendering, billing, or disconnecting utility services. Customers shall not construct, erect, or otherwise put in place any barrier impeding free and easy access to all utility service meters.
- L. *Termination of service; subsequent service location.*
1. Utility customers shall be responsible for the payment of utility charges incurred at the service location until such time as their responsibility is terminated in one of the following ways by: a) written order of the applicant; b) the City's termination for lack of payment, as outlined in subsection I5 of this section; or c) the proper assumption of the payment responsibility by a party acceptable to the City and upon completion of an application for service by said party.
 2. In order to establish power or other utility service at any additional and/or subsequent service location(s), utility customers must complete a utility service application for each location. Prior to connecting any subsequent or additional utility service, customers must pay any billing amount due for current utility service at the time a subsequent or additional service connection is requested.

(1998 Code §§ 14-117—14-120, 14-122; 2000 Code; Ord. 03-8-7, 8-7-2003; Ord. 2008-24, 8-21-2008; Ord. 2018-18, 12-20-2018; Ord. No. 2023-03 , 2-2-2023)

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.

Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

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

PASSED AND APPROVED this 15th day of February, 2024

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of February, 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder



STAFF COMMENTS

Presentation and report on public infrastructure and consideration and possible approval of a **power line extension** to the area south of Sky Ranch - Mike Vercimak and Scott Hughes

Discussion:

This item was heard at the May 16, 2024, meeting where it was continued with the direction to the Public Works Director to provide a report on the status of other infrastructure and services in the area south of Sky Ranch. Mike Vercimak has prepared that report and it is available in the packet. -Cindy Beteag

On the south side of Sky Ranch we have 5 individual entities that have made application to the Power Department and Power Board for a line extension. High Desert Ranch, Sky Ranch Ph. 6, Moccasin Flats Lot 19, Solaroca and the Hurricane Water Department. In reviewing a line extension, we have taken into consideration the available capacity as well as the physical infrastructure. Both are currently lacking for all besides the Water Dept. We have reserved capacity for them, but they still lack adequate infrastructure. The Power Dept. has preliminarily looked at options to extend power to these 5 entities and believe that it is possible. It would require a substantial amount of infrastructure upgrades and new installations. The Power Dept. staff and Power Board have recommended approval of the extensions as a joint project with the following conditions. First, all easements are obtained by the entities, prior to final approval of the project. Second, all estimated costs are paid in advance of starting the project with the caveat that if the project ends up costing more than the estimate the parties agree to pay additional expense, pro rata, to cover the full cost and if the project ends up costing less than the estimate the parties will be reimbursed according to their pro rata share. And third, that the parties will sign a contract with the City that covers all the terms of the agreement including that all the money will be paid up front or the project is not approved. If the Council were to approve the extensions with these conditions, the Power Dept. could finalize the designs and cost estimates and finalize the contracts with Legal. Then if all conditions are fulfilled, bring the contracts back to the Council for final signatures.

For additional helpful information please see the attached documentation for a map and brief history of the power capacity issues out south of town. Also, if you have any questions, please feel free to reach out to Scott Hughes.

City Attorney Comment:

When considering a request for a power line extension, HCC 8-4-3 states that "The City Council may grant or deny the request as in its discretion deemed best for the welfare of existing power users in the City." When considering requests to extend power lines into new areas of the City, it is recommended that the Council also consider the feasibility and appetite of providing other necessary services and utilities to the new area. Allowing a developer to

extend power lines to a new development area will create an expectation that other services and utilities to support development will also be made available.

Findings:

Recommendation:

Attachments:

1. History
2. Map
3. 046-01-2024-04 High Desert Ranch Water Analysis First Review Memo 2024-05-09
4. Re Desert Ranch Water Analysis
5. Report from Public Works

Capacity History South of Town

Mid to Late 2021 -

Raised flag of low capacity on CW-101

Circuit CW-101 study - Sept. 2021

Study found that with mods- 550 units available

Late 2021

Started working on substation property and routes for transmission

Throughout 2022

Analyzed existing projects with current entitlements

Assigned projects with signed CD's as Cap. Proj. 1.0

These projects equalled 528 units

Cap. Proj. 1.0 did not require any substantial infrastructure upgrades

5 developments received Preliminary Plat approvals

Hurricane Fields Estates Ph. 4-8

The Views at Hurricane Cliffs Ph. 1-2

Horseman's Edge

Cordero Ph.2

Cordero Ph.3

Late 2022 or Early 2023

2 developments were denied PP because of lack of adequate infrastructure

Desert Sky Estates

Southern Dunes Town Homes

Early 2023

Desert Sky and Southern Dunes invited back to CC and approved PP with the condition that Power Dept. staff would not sign CD's until the "inadequate infrastructure" issue was resolved.

Same night, Bench Lake Town Homes received PP with the same condition

Early to mid 2023

Circuit CW-103 study

Option to increase capacity on CW-103 by 767 units with additional infrastructure and upgrades

Additional option with connecting to Three Falls Substation (under construction) could provide an additional 333 units with additional infrastructure

Together; provided option of additional 1100 units

8 projects mentioned would need 1048 units

Mid to late 2023

Options presented to 8 projects and CC as Cap. Proj. 2.0 with terms

All easements would first have to be in place

Secured final needed easements from Scott Stratton

Every project would have to have deposited the estimated funds in the City's account

Term of reconciliation after project completion could mean added cost for developer or reimbursement of any unused funds

Contracts have to be signed by all developers and the City

All agreed, signed the contracts, and the 8 projects deposited their portions to the City

City agreed to not withhold CD signatures for "inadequate infrastructure" and complete infrastructure upgrades within 2 years

Late 2023 - present

Multiple developments have continued to ask for power capacity

Somewhere north of 2000 units

Capacity Project 1.0	
Project	Units
Moccasin Flats	19
Copper Rock	21
Golf View Estates	62
Pebble Beach	21
Rock View Estates	30
North Slope Ph. 1	58
North Slope Ph. 2	48
North Slope Ph. 3&4	87
Cordero Ph. 1	37
Total Units	383

Capacity Project 1.1	
Project	Units
Hurr. Fields Ph. 1-3	35
Rock Hollow	53
Cactus Creek Storage	1
Southern Shores	56
Total Units	145

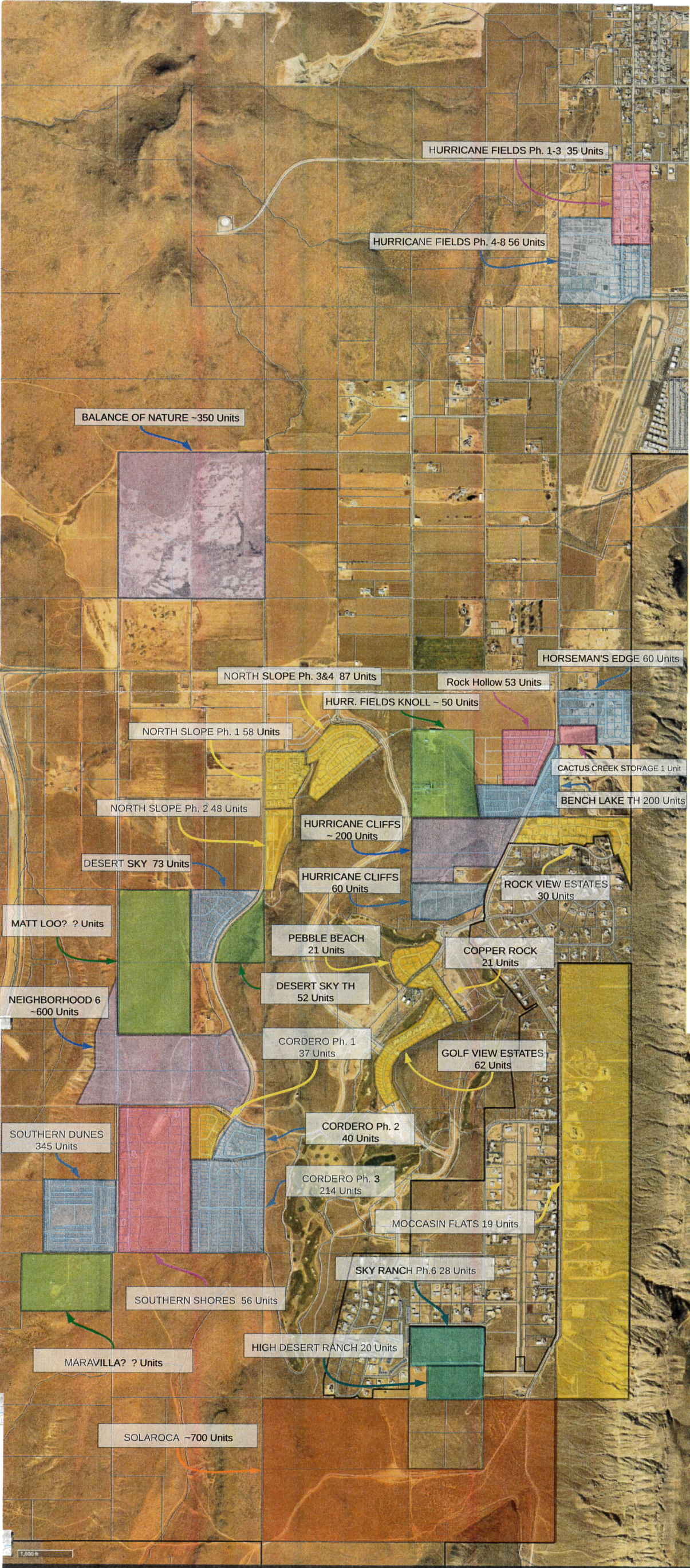
Capacity Project 2.0	
Project	Units
Hurr. Fields Ph. 4-8	56
Horseman's Edge	60
Bench Lake TH	200
Hurricane Cliffs	60
Desert Sky	73
Southern Dunes	345
Cordero Ph. 2	40
Cordero Ph. 3	214
Total Units	1048

Capacity Project 2.1	
Project	Units
Sky Ranch Ph. 6	28
High Desert Ranch	20
Total Units	48

Capacity Project 2.2	
Project	Units
Solaroca	700
Total Units	700

Capacity Project 3.0	
Project	Units
Neighborhood 6	600
Balance of Nature	350
Hurricane Cliffs	200
Total Units	1150

Capacity Project 4.0	
Project	Units
Hurricane Fields Knoll	50
Desert Sky TH	52
Matt Loo	?
Maravilla	?
Total Units	?





43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

May 9, 2024

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

Re: High Desert Ranch Water Analysis

Dear Ken:

As requested, we have performed a hydraulic analysis in the vicinity of the proposed High Desert Ranch subdivision located on parcel H-3403-K. As you are aware the proposed subdivision is within the Hurricane City municipal boundary. The Hurricane Valley Water System (HVWS), which is owned and operated by the Washington County Water Conservancy District (WCWCD) provides service to the properties immediately west and east of the proposed subdivision. The Hurricane City culinary system is east of the proposed subdivision on 1100 West where it ends at the intersection with 4620 South, and north of the proposed subdivision on Torrey Pines Road in the Copper Rock subdivision. An exhibit showing the property and extent of the existing HVWS and City culinary lines is attached with this letter.

As you are aware the southernmost hydrant on the City system on 1100 West was flow tested and produced approximately 1,300 gpm. The hydrant south of the property on the HVWS was also flow tested and produced approximately 1,244 gpm. Note that the City system in this area is currently serviced from the South Fields Tank which has a base elevation of 3580 feet, while the HVWS is served from a separate tank at a base of approximately 3540 feet. The two systems are currently interconnected in two locations to provide looping and supplement flow from one system to another when required.

As the proposed High Desert Ranch subdivision resides in the Hurricane City boundary it will be necessary for the developer to extend the Hurricane City water system to and throughout the subdivision. Section 3.6.4 of the *Hurricane City Standards for Design and Construction* indicates that "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...". Section 4.4.1.4.M of the *City Standards* also indicates that dead end mains shall not be installed which exceed 600 feet in length.

Two options were evaluated to provide required fire flow and looping for the proposed development.

The option to connect to the Hurricane City system on 1100 West, and coordinate with the WCWCD and install an additional interconnect between the HVWS and City system was evaluated. It would be necessary that the connection to the HVWS be at an agreed upon location with the developer, City, and WCWCD to meet the above referenced City requirements. This would require the installation of a Pressure Reducing/Sustaining Valve Vault at the interconnect location. The hydraulic analysis shows that with a connection to the City main on 1100 West and an additional interconnect to the HVWS, modeled fire flows will be near 1,300 gpm, similar to the

hydrants flow tested in the area, which is below the required 1,500 gpm. In addition, we understand the WCWCD is not willing to allow another connection to the HVWS at this time.

The option to connect to the Hurricane City system in two locations was evaluated. This would include connection to the Hurricane City system on 1100 West and a connection to the Hurricane City infrastructure in the Copper Rock subdivision to the north of the proposed development. The hydraulic analysis shows that with a connection to the City main on 1100 West and an additional interconnect to the City main on Torrey Pines Road, modeled fire flows will be near 1,800 gpm.

We recommend the developer obtain easements and extend 8" water lines to existing City infrastructure in 1100 West and Torrey Pines Road.

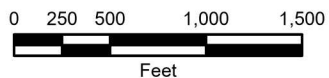
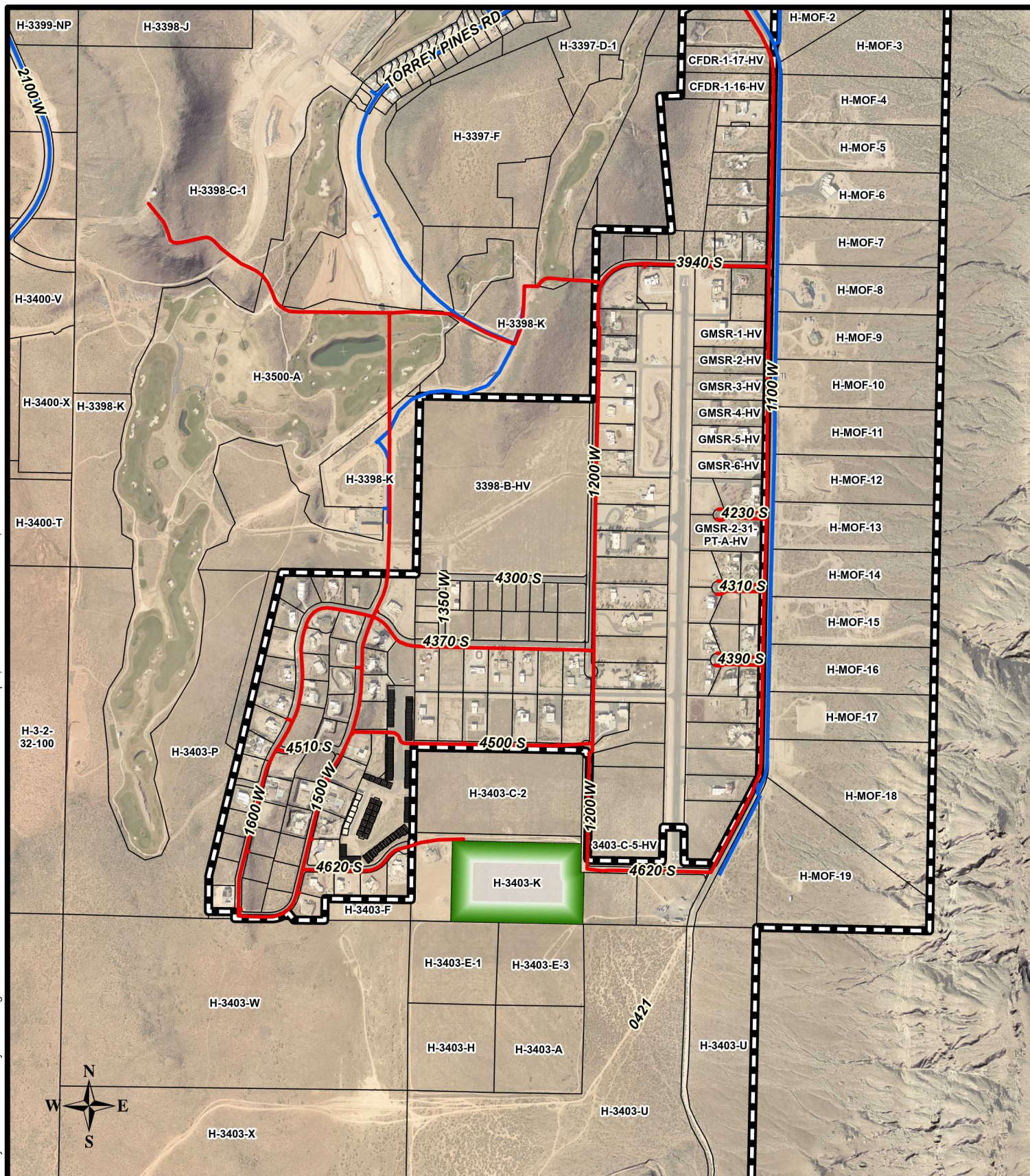
This analysis only includes preliminary hydraulic recommendations for the proposed development and does not address materials and construction design, including valving and hydrants, which we would recommend be reviewed prior to approval of the construction drawings. If you have any questions, please let us know.

Sincerely,



Glen E. Carnahan, P.E.
ALPHA ENGINEERING COMPANY

Encl: Existing Water Mains Exhibit



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

Legend

-  Existing Hurricane City Culinary Main
 Existing Hurricane Valley Water System Main
 Hurricane Municipal Boundary
 High Desert Ranch
 Washington County Parcels

Existing Water Mains

Sky Ranch Area, Hurricane, Utah

Spatial Reference: UT83-SF

Drawn By:	JRH
-----------	-----

Scale: 1" = 1,000 feet

Date: April 30, 2024

Cindy Beteag

From: Arthur Lebaron
Sent: Tuesday, May 14, 2024 10:09 AM
To: Kory Wright; Kaden DeMille; Dayton Hall; Cindy Beteag; Nanette Billings; Mike Vercimak; Gary Cupp
Cc: Jeremy Pickering
Subject: RE: I am sharing '046-01-2024-04 High Desert Ranch Water Analysis First Review Memo 2024-05-09' with you

All,

Thanks for sharing this memo. I would like to chime in that the supply to this area may not be sufficient to allow the City to approve any further development. Peak demands in the summertime keep the level in the South Fields tank dangerously low, from what I have heard. I recommend that this issue be addressed in this, and any future review memos that influence our decision-making on approvals for projects that are especially dependent on the South Fields Tank until we can get the Sky Ranch tank and well in service.

Thanks,

Arthur

From: Kory Wright <kwright@hurricane.utah.gov>
Sent: Tuesday, May 14, 2024 8:49 AM
To: Kaden DeMille <kaden@hurricane.utah.gov>; Dayton Hall <dayton@hurricane.utah.gov>; Cindy Beteag <cindy@hurricane.utah.gov>; Nanette Billings <billings@hurricane.utah.gov>; Mike Vercimak <mike@hurricane.utah.gov>; Gary Cupp <gary@hurricane.utah.gov>; Arthur Lebaron <arthur@hurricane.utah.gov>
Subject: I am sharing '046-01-2024-04 High Desert Ranch Water Analysis First Review Memo 2024-05-09' with you

One app for all your Word, Excel, PowerPoint and PDF needs. Get the Microsoft 365 app:
<https://aka.ms/GetM365>

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Utility Report
Bench Lake Area
July 10, 2024

This report covers the area from the south end of Sky Ranch to Hurricane City south boundary on the south, from 1100W to the Hurricane City west boundary on the west, and from the Southern Shores Ski Lake to the Hurricane City south boundary on the North.

The subject properties are currently zoned RA-1 (one unit per acre) or R1-10 (one unit per 10,000 square feet). Most of the property in this area either meets their Future Land Map Use designation or has received a zone change in the past five years.

Approved units in this area (by development) are as follows:

Solaroca:	700 units
Copper Rock:	355 units- by PDO approval
Silver Flats	1145 units assuming normal R1-10 development (zone change is still Pending. (3.5 units per acre)
Calypso Ridge:	362 units assuming normal R1-10 development (3.5 units per acre)
Sand Hollow Mesa- Neighborhood 8	455 units by PDO approval. This project does not entirely lie within the outlined area.

Total approved units: 3,175

An additional 233 units may be possible based on Future Land Use Map densities and Surrounding developments.

**Grand total of units
To be served 3,408**

The area is only served by one roadway, 1100 West, which is classified as a major collector road with a Right of Way of 70 feet. Major collector streets are designed to accommodate up to 600 units. 1100 West is mostly a prescriptive right of way. Extensive right-of-way acquisition will be required in order to develop the master planned width of 1100 West.

The area is served by a 12-inch waterline on 1100 West. The WCWCD does have a water system in the area, but that system is at or above capacity. At the present time there is insufficient storage capacity in the area to meet fire regulations.

There is no natural gas available in this area. Dominion Energy is actively pursuing easements to allow for the installation of gas mains to serve the area.

Sewer service at this time does not extend to the area outlined. Sewer main lines extend through Copper Rock development but do not actually reach a point of connection to Sky Ranch. An easement through a portion of Copper Rock and a line extension through Sky Ranch would be necessary to serve the area with sanitary sewer on the east side and continuing sewer mains going south on the western side of the area would provide sanitary sewer on the west.

Power capacity for this area is located at the Three Falls substation, but presently, there is insufficient infrastructure to deliver the power. A plan has been presented which would deliver power to this area, but the financial burden will fall on those wishing to develop.

Communication providers in the area did not respond to the brief survey sent out to gather information about their respective utilities, but in general they tend to follow power along the same easements and rights of way.

Storm water is conveyed naturally down existing washes and low places and there is not a storm drain system to service the area. Drainage in this area will tend to flow toward the clay pit located on 3000 south. Provisions to carry the storm water flows are needed in the form of culverts, bridges, open channels, swales and underground storm water facilities.

Hurricane Valley Fire District has concluded that there is inadequate water pressure and fire flows in this area. It is noted that the Hurricane City Water department was able to re-route some water that helped the situation, but it will be insufficient to service the area outlined.

It should also be noted that there is only one access that is available south of 3000 South and per IFC appendix D there must be a minimum of 2 access roads. It should be mentioned that 2100 West and 2400 West serve the area, although they do not currently connect to 1100 West through the subject area.

There is also the need for an additional fire station in the area to meet the present ISO standards for response time. The nearest station to this area is station 41 located at 202 East State Street.

Conclusions

We can summarize the availability of utilities to the area south and west of Sky Ranch as follows:

1. There is insufficient capacity and storage for culinary water in this area until such time as the Sky Ranch well and new 2-million-gallon storage tank are constructed, and supply lines are built to deliver the water. The estimated time frame for this to happen is approximately 2 years. This area is in the Water Department master plan for build out of culinary and secondary water systems. All water mains are identified by size. Whenever development

happens, they will be required to install all water mains and storage capacity needed for their development, unless existing capacity is available.

2. Sanitary sewer service will require an easement through the Copper Rock development and a line extension through Sky Ranch to accommodate sewer service on the eastern side of this area. Sewer service on the west side will develop as the sewer mains are constructed from the Southern Shores area going south.
3. Power capacity for this area will come from Three Falls substation located on 1300 South and 1100 West and from a substation located in the Sand Hollow Mesa area. At the present time there is sufficient capacity at the Three Falls substation to supply the area outlined. A new distribution line and off-site infrastructure will need to be provided by anyone wishing to develop in this area, along with providing easements and rights-of-way for such infrastructure.
4. 1100 West, as it now stands, is not capable of providing access to this area at an acceptable level of service. This roadway for the most part is a chip seal road with no pedestrian accommodations. The average improved width is about 26 feet.

From the entrance to Copper Rock going south to the end of Sky Ranch the area on both sides of the road has been developed and little attention was given to roadway improvements since the road was in the County when most of the development occurred. When the area east of 1100 West was annexed into the city, the road came along with the annexation. There is still a portion of the roadway near the entrance to Copper Rock that is in the County.

1100 West will require extensive expansion to provide the level of service mandated by a major collector road, including 44 feet of pavement along with designed and acceptable pedestrian routes and adequate drainage facilities.

There is no second access from the area described. A second access will likely come from a road that loops around the south end of Sky Ranch and ties into 2400 West and back to 3000 South.

5. For orderly development of this area drainage will also need to be considered and accommodated using curb, gutter, underground storm drain, open channels, culverts and bridges. Current drainage in the area is basically allowing flows to use historic drainage channels and crossing these channels with culverts or bridges. This area will ultimately drain to the clay pit on 3000 South.
6. There is currently no natural gas service in this area, but Dominion Energy is actively seeking corridors to extend service to the area. The biggest hurdle faced

by Dominion is the acquisition of rights of way for the installation of gas lines. Natural gas would normally follow the standard location in our street right-of-way cross section, but since much of 1100 West is a prescriptive right-of-way, this hinders the ability for utilities to install their infrastructure. Dominion Energy lists right-of-way acquisitions as their biggest obstacle in serving the area with natural gas.

7. Our partners in communications utilities did not respond to a query about their plans for service in this area. Generally speaking, they follow the development of power either above or underground.
8. The water system in the area will need to be upgraded to meet the flow requirements for Hurricane Valley Fire District. A new well and tank south of Sky Ranch that provides source and storage to the system will need to be constructed and connected to the water system to meet the needs of additional development in the subject area.

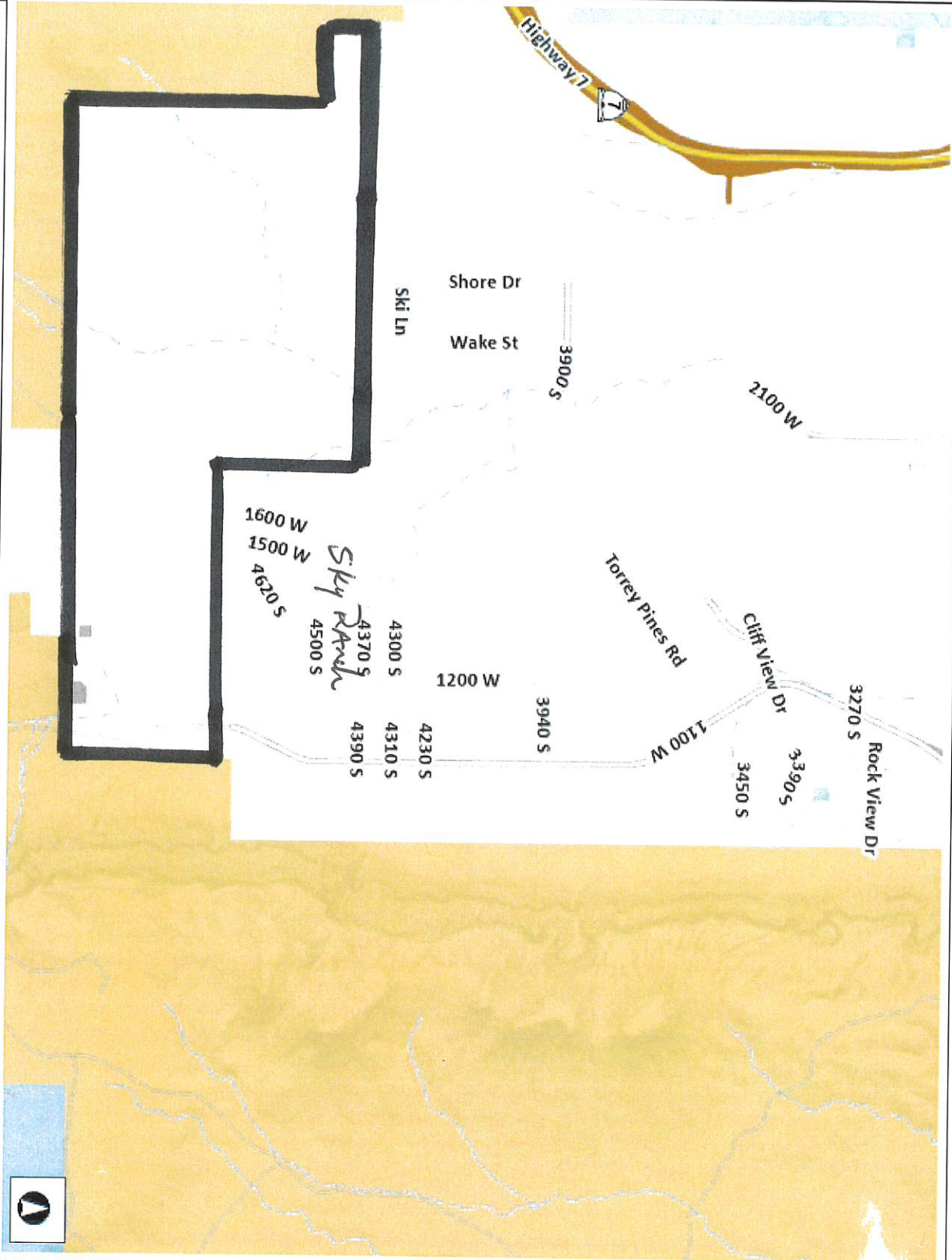
Per current IFC regulations, a second access road to the area will need to be built.

Due to the distance from the closest fire station and to meet ISO response times a new fire station in this area must also be considered.

9. A final consideration is the long-term cost of growth in this relatively remote area. While much of the initial cost to develop in this area will be covered by the respective developers, the long-term maintenance costs will be covered by the community at large.



Title



Legend

Ownership

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

Notes

6,018.7
0
3,009.33
6,018.7 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere

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



STAFF COMMENTS

Consideration and possible approval of **local consent for an off-premise beer license** at Jellystone Park - Scott Nielson

Discussion:

Jellystone Park is applying for an off-premise beer license to sell beer from their gift shop. This license would allow RV guests to purchase beer at the store and consume it at their rental spaces. The applicants have provided all necessary documentation, and background checks on the owner and manager have been completed. Staff has no concerns with approving local consent. If approved, the applicants will still need to obtain a license from the Department of Alcoholic Beverage Services (DABS). - Cindy Beteag

Findings:

Recommendation:

Attachments:

1. Jellystone - Off premise

(FOR OFFICE USE ONLY)

New license:

Date Application Reviewed:

Non-refundable application fee received

Refundable license fee received

Character statement from 5 residents received:

Application referred to: Planning & Zoning

Building Inspection Department

Fire Department

Police Department

Health Department

Business License obtained/applied for:

Date Application was considered by City Council:

Application: _____ granted _____ denied

Comments: _____

✓
7/8/2024
yes 8.179883
yes
yes
off premise - beer
7/18/24

City License Officer

FEES

A non-refundable application fee of Fifty Dollars (\$50.00) shall be required for application for an original license.

At the time of application for an original license or renewal license, the applicant shall pay an annual license fee as follows:

All Classifications \$300.00

If a license is issued on or after July 1 in any year, one-half of the annual license fee shall be charged.

CITY OF HURRICANE
147 NORTH 870 WEST
HURRICANE UT 84737
435-635-2811
Receipt No: 8.179883
Jul 8, 2024
JELLYSTONE PARK
Previous Balance: .00
NEW BUSINESS LICENSE 300.00
NEW BEER LICENSE FEE 50.00
NEW BUSINESS LICENSE APPLICATION FEE 50.00
Total: 350.00
XBP Credit Cards -GS 350.00
Check No: 204242530 350.00
Total Applied: 350.00
Change Tendered: .00
07/08/2024 3:01 PM
ACCT: XXXXXXXXXXXX
APPROVAL: 204242530
x pd over phone
JELLYSTONE PARK



PAID
7/8/24
MWS
8.179883

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

HURRICANE CITY
147 N 870 W
HURRICANE, UTAH 84737
(435) 635-2811

NOTE: **Please print or type.** All questions must be answered completely or application will not be considered.

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

- ☒ \$50.00 non-refundable application fee
- ☒ Annual license fee (refunded if application is denied)
- ☒ Statement from 5 individuals or entities recommending the applicant
- ☒ Copy of business license or business license application
- ☐ Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants
- ☒ Names and addresses of shareholders, members, or partners (applicable to Corporations, limited liability companies and partnerships)

1. Applicant If the license is for an individual or sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent authorized to make the application and a separate sheet must be attached giving the names and addresses of all shareholders owning more than 10% of the corporation. If license is for a limited liability company, applicant must be a manager or managing member authorized to make the application. If license is for a partnership, the applicant shall be a general partner and a separate sheet must be attached giving the names and addresses of all partners.

Name Scott Nielson
(First) (Middle) (Last)

Home address [REDACTED]
(City) (State/Zip)

Phone Number [REDACTED]
Social Security # [REDACTED] Date of Birth [REDACTED]

U. S. Citizen? ☒ Yes ☐ No, if no, registered alien? ☐ Yes ☐ No

Relationship of applicant to entity for which license is sought:

☒ Owner ☐ Corporate Agent ☐ Corporate Officer ☐ Officer
☐ Partner ☐ Member of Limited Liability Company ☐ Other

2. Entity for which License is being sought

 Sole Proprietorship Corporation Non Profit Corporation
 X Partnership LLC Other

Name of Entity Glampers inn / DBA Zion Utah Jellystone Park

Address of Principal Office 505 S Sand Hollow Rd Hurricane, UT 84757

Phone 435-359-9970 (Street) (City) (State/Zip)
Email Jamie@ZionUtahJellystonePark.com

Names, addresses, Phone, DOB, Social Security Number of all Corporate Officers, Partners, Members, Board of Directors and Shareholders
(if necessary attach a separate sheet)

[illegible]

3. Business Name / Location / Management

Name under which business will be operated (if different from name of the applicant, corporation or partnership) Glampers Inn DBA Zion Utah Jellystone park

Business Address 505 S Sand Hollow Rd Hurricane, UT 84737
(Street) (City) (State/Zip)

Phone Number 435-669-2800

Owner of Property Scott Nielson

Name of Business Manager Jamie Johnson

Social Security # [REDACTED] (Middle) [REDACTED] of Birth [REDACTED]

Phone Number [REDACTED]

*Distance in feet from nearest public or public or private school 416

*Distance in feet from nearest church 7500+

*Distance in feet from nearest public playground 10,000+

*Distance in feet from nearest public park 10,000+

*Distance in feet from nearest public library 20,000+

4. Classification of license applied for:

☐ Airport Lounge
☐ Bar
☐ Hotel
☐ Package Agency
☐ Restaurant-beer only
☐ Restaurant-Limited
☐ Beer wholesaler
☐ Manufacturing

☐ Banquet
☒ ~~Beer Recreational~~ on premise
☒ Off-Premise Beer
☐ Reception Center
☐ Restaurant-Full
☐ Tavern
☐ Liquor warehouse

5. Miscellaneous Information (For purposes of the following questions, the term "you" shall refer to any applicant, corporate officer, corporate director, corporate agent, LLC member, partner or manager)

Have you ever been engaged in any other business where beer or alcoholic beverages were sold to the public? Yes ☒ No. If yes, state name of business, location of business, nature of business, date(s) of operation. _____

Have you at any time been convicted of a felony in any court in the United States? Yes ☒ No. If so, give particulars - City, Dates, pertinent information, etc. _____

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages? _____ Yes ☒ No. If so, give particulars – City, Dates, pertinent information, etc. _____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. _____

Are business premises to be leased? _____ Yes ☒ No. If yes, state name and address of lessor and nature of lessor's interest in business premises. _____

Will food be served at business location? ☒ Yes _____ No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended? _____ Yes ☒ No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

6. Additional Information: Give any additional information which you believe will help the City Council to make a decision upon your application: _____

STATE OF UTAH

)

: ss.

COUNTY OF WASHINGTON

)

I, _____, being first duly sworn, depose and say as follows:

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

Applicant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____

(NOTARY PUBLIC OR CITY LICENSE OFFICER)



HURRICANE CITY
UTAH

Hurricane City

BUSINESS LICENSE

THIS IS TO CERTIFY THAT

GLAMPER'S INN LLC

DBA

ZION UTAH JELLYSTONE PARK

OWNED BY: NIELSON, SCOTT

is duly licensed to conduct the business specified below at:

505 S SAND HOLLOW RD

within the City of Hurricane, Utah

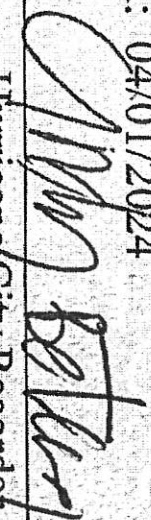
Type of License:

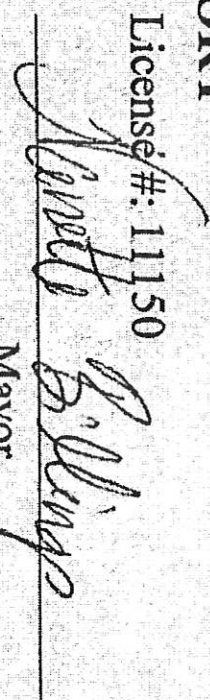
RV AND CABIN RESORT

Date Paid: 04/01/2024

License #: 11150

Attest:


Hurricane City Recorder


Mayor

Total License Fee Paid: 50.00

Expiration Date: 05/22/2025

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

**HKE INCORPORATED
EMPLOY/EASE
396 EAST ST. GEORGE BLVD
ST. GEORGE, UT 84770**

06/18/2024

Re: Scott Nielson Zion Utah Jellystone Park Resort application

Dear Utah Licensing Board,

I write this letter to express my strong support for Scott Nielson and Zion Utah Jellystone Park Resort's application for a beer and liquor license. I have known Scott Nielson for more than 15 years, and have always found him to be a responsible, and caring business owner and community member. As a frequent visitor, I have always been impressed by the resort's commitment to providing a safe and enjoyable environment for all guests. Scott's leadership and attention to detail are exemplary and key to his success. I am certain that allowing them to serve beer and liquor will enhance the visitor experience while maintaining high standards of safety and service. Please consider my recommendation favorably.

Regards

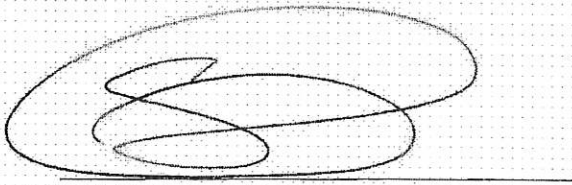


Spencer Haynes
President
HKE, Inc Db a Employ/Ease.
Spencer@EmployEasePayroll.com

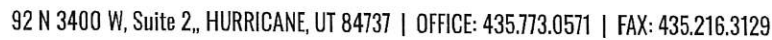
To Whom It May Concern:

I have been a resident of Washington County Utah since 2007. I have seen firsthand how Scott Nielson and Zion Utah Jellystone Park Resort are integral parts of our community. Their focus on family friendly activities and safety is commendable. Granting a beer and liquor license will allow them to offer a more comprehensive experience to visitors. I believe this will benefit both the resort and our local area. Scott's impeccable track record speaks for itself, and I am confident he will handle this new responsibility with the utmost care.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small loop at the end.

Spencer Bailey



Nic Lauritzen
Owner/Agent



BEST FRIENDS CONSULTING

"A DEALER'S BEST FRIEND"

447 Bentwood Drive, Leesburg, Florida 34748, 352/840-3717

www.bestfriendsconsulting.com

DATE: July 2, 2024

TO: Licensing Authority

RE: Recommendation Letter for Scott Nielson

Dear Licensing Authority,

I have been visiting Zion Utah Jellystone Park Resort with my family for the past month, and each time, our experience has been nothing short of amazing. Scott Nielson's leadership and the resort's commitment to creating a welcoming atmosphere is evident in every aspect of our stay. I am confident that adding a beer and liquor license will further enrich the resort's offerings while maintaining the high standards of safety and enjoyment we've come to expect. Please consider this recommendation as a strong endorsement of Scott's ability to manage this responsibly.

Sincerely,

Marco A. Martinez, President
Best Friends Consulting, Inc.



To Whom It May Concern,

As you are aware, Clampers Inn, LLC, which owns and operates the Yogi Bear's Jellystone Park™ location in Hurricane, UT, has applied for a liquor license in association with their retail operation. As the franchisor of the Yogi Bear's Jellystone Park Camp-Resorts brand, I am writing to you in support of the application because the long-term prosperity and guest expectation of this location relies on the approval of that application.

Currently, over 90% of our Jellystone Park franchise locations across the country offer some form of alcohol items through different facilities within their operation. They do this through their store and/or food and beverage operations located on site.

The Jellystone Park location in Hurricane, as a new operation, should be afforded every opportunity to succeed as a viable and competitive operation. Today's camping groups want to spend their days swimming in a pool, playing mini golf, and experiencing the fun of the many amenities. One of the reasons these guests come to Jellystone Park locations is because our brand offers an array of options for many different tastes, all at one location.

We understand that issuance of such a permit comes with added responsibility to the operator. In our dealings with Scott Nielson, he has shown himself to be an individual of integrity and one with high regard for his guests' well-being. Therefore, I firmly believe he will be very cognizant of this added responsibility and will do what is necessary to ensure the enjoyment of all his guests.

Thank you for your consideration in this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Schutter, Jr.".

Robert E. Schutter, Jr.
President

Camp Jellystone, LLC
27777 Franklin Road
Suite 300
Southfield, MI 48034
(248) 233-0103



STAFF COMMENTS

Consideration and possible approval of **local consent for an on-premise recreational beer license** at Jellystone Park - Scott Nielson

Discussion:

Jellystone Park is also applying for on-premise recreational beer license to sell beer to guests at the water park. If approved, this would be the first on-premise recreational beer license at a water park in the state of Utah. Even if the City gives local consent, it is unclear if the State would allow the license, but the City's consent would open the door to the possibility of the first such license. City Staff and the Hurricane Valley Fire District have reservations about Hurricane being the test City for the first on-premise beer license at a water park, as well as concerns about mixing on-premise alcohol consumption with water park activities. -Dayton Hall

Findings:

Recommendation:

Attachments:

1. Jellystone - on premise

(FOR OFFICE USE ONLY)

New license:

Date Application Reviewed:

Non-refundable application fee received

Refundable license fee received

Character statement from 5 residents received:

Application referred to: Planning & Zoning

Building Inspection Department

Fire Department

Police Department

Health Department

Business License obtained/applied for:

Date Application was considered by City Council:

Application: _____ granted _____ denied

Comments: _____

✓
7/5/2024
yes
yes
yes
On premise recreational
7/18/24

City License Officer

FEES

A non-refundable application fee of Fifty Dollars (\$50.00) shall be applied to every application for an original license.

At the time of application for an original license or renewal license, the applicant shall pay an annual license fee as follows:

All Classifications \$300.00

If a license is issued on or after July 1 in any year, one-half of the annual license fee shall be charged.

CITY OF HURRICANE
147 NORTH 870 WEST
HURRICANE UT 84737 435-635-2811
Receipt No: 8.179814 Jul 5, 2024
SCOTT NIELSON
Previous Balance: .00
NEW BUSINESS LICENSE 300.00
NEW BEER LICENSE FEE 50.00
NEW BUSINESS LICENSE APPLICATION FEE 50.00
Total: 350.00
XBP Credit Cards -GS
Check No: 204076641 350.00
Total Applied: 350.00
Change Tendered: .00

07/05/2024 12:44 PM
Customer Copy



PAID
7/5/24
8-179814

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

**HURRICANE CITY
147 N 870 W
HURRICANE, UTAH 84737
(435) 635-2811**

NOTE: **Please print or type.** All questions must be answered completely or application will not be considered.

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

- ☒ \$50.00 non-refundable application fee
- ☒ Annual license fee (refunded if application is denied)
- ☒ Statement from 5 individuals or entities recommending the applicant
- ☒ Copy of business license or business license application
- ☐ Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants
- ☒ Names and addresses of shareholders, members, or partners (applicable to Corporations, limited liability companies and partnerships)

1. Applicant If the license is for an individual or sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent authorized to make the application and a separate sheet must be attached giving the names and addresses of all shareholders owning more than 10% of the corporation. If license is for a limited liability company, applicant must be a manager or managing member authorized to make the application. If license is for a partnership, the applicant shall be a general partner and a separate sheet must be attached giving the names and addresses of all partners.

Name Scott Nickson

Home address [REDACTED]

Phone Number [REDACTED]

Social Security # [REDACTED] Date of Birth [REDACTED]

U. S. Citizen? ☒ Yes ☐ No, if no, registered alien? ☐ Yes ☐ No

Relationship of applicant to entity for which license is sought:

☒ Owner ☐ Corporate Agent ☐ Corporate Officer ☐ Officer
☐ Partner ☐ Member of Limited Liability Company ☐ Other

2. Entity for which License is being sought

 Sole Proprietorship Corporation Non Profit Corporation

8 Partnership _____ LLC _____ Other _____

Name of Entity Glampers inn / DBA Zion Utah Jellystone Park

Address of Principal Office 505 S Sand Hollow Rd Hurricane, UT 84737

Phone 435-359-9970 (Street) (City) (State/Zip)
Email Jamie@ZionUtahJellystonePark.com

Names, addresses, Phone, DOB, Social Security Number of all Corporate Officers, Partners, Members, Board of Directors and Shareholders
(if necessary attach a separate sheet)

[illegible]

3. Business Name / Location / Management

Name under which business will be operated (if different from name of the applicant, corporation or partnership) Glampers Inn DBA Zion Utah Jellystone park

Business Address 505 S Sand Hollow Rd Hurricane, UT 84737
(Street) (City) (State/Zip)

Phone Number 435-669-2800

Owner of Property Scott Nielson

Name of Business Manager Jamie Johnson
(First) (Middle) (Last)

Social Security # [REDACTED] Date of Birth [REDACTED]

Phone Number [REDACTED]

*Distance in feet from nearest public or public or private school 416

*Distance in feet from nearest church 7500+

*Distance in feet from nearest public playground 10,000+

*Distance in feet from nearest public park 10,000+

*Distance in feet from nearest public library 20,000+

4. Classification of license applied for:

☐ Airport Lounge
☐ Bar
☐ Hotel
☐ Package Agency
☐ Restaurant-beer only
☐ Restaurant-Limited
☐ Beer wholesaler
☐ Manufacturing

☐ Banquet
☒ Beer Recreational - on premise
☒ Off-Premise Beer
☐ Reception Center
☐ Restaurant-Full
☐ Tavern
☐ Liquor warehouse

5. Miscellaneous Information (For purposes of the following questions, the term "you" shall refer to any applicant, corporate officer, corporate director, corporate agent, LLC member, partner or manager)

Have you ever been engaged in any other business where beer or alcoholic beverages were sold to the public? Yes ☒ No. If yes, state name of business, location of business, nature of business, date(s) of operation. _____

Have you at any time been convicted of a felony in any court in the United States? Yes ☒ No. If so, give particulars - City, Dates, pertinent information, etc. _____

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages? _____ Yes ☒ No. If so, give particulars – City, Dates, pertinent information, etc. _____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. _____

Are business premises to be leased? _____ Yes ☒ No. If yes, state name and address of lessor and nature of lessor's interest in business premises. _____

Will food be served at business location? ☒ Yes _____ No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended? _____ Yes ☒ No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

6. Additional Information: Give any additional information which you believe will help the City Council to make a decision upon your application: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, _____, being first duly sworn, depose and say as follows:

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

Applicant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____

(NOTARY PUBLIC OR CITY LICENSE OFFICER)



HURRICANE CITY
UTAH

Hurricane City BUSINESS LICENSE

THIS IS TO CERTIFY THAT

GLAMPER'S INN LLC
DBA

ZION UTAH JELLYSTONE PARK

OWNED BY: NIELSON, SCOTT

is duly licensed to conduct the business specified below at:

505 S SAND HOLLOW RD

within the City of Hurricane, Utah

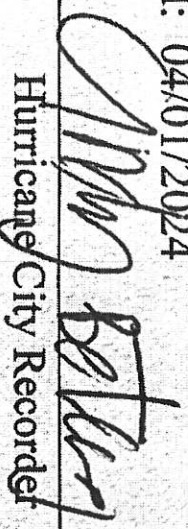
Type of License:

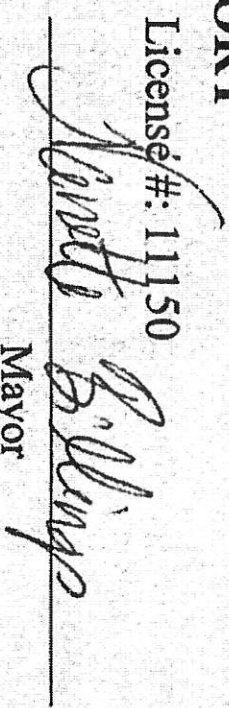
RV AND CABIN RESORT

Date Paid: 04/01/2024

License #: 11150

Attest:


Hurricane City Recorder


Mayor

Total License Fee Paid: 50.00

Expiration Date: 05/22/2025

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

**HKE INCORPORATED
EMPLOY/EASE
396 EAST ST. GEORGE BLVD
ST. GEORGE, UT 84770**

06/18/2024

Re: Scott Nielson Zion Utah Jellystone Park Resort application

Dear Utah Licensing Board,

I write this letter to express my strong support for Scott Nielson and Zion Utah Jellystone Park Resort's application for a beer and liquor license. I have known Scott Nielson for more than 15 years, and have always found him to be a responsible, and caring business owner and community member. As a frequent visitor, I have always been impressed by the resort's commitment to providing a safe and enjoyable environment for all guests. Scott's leadership and attention to detail are exemplary and key to his success. I am certain that allowing them to serve beer and liquor will enhance the visitor experience while maintaining high standards of safety and service. Please consider my recommendation favorably.

Regards



Spencer Haynes
President
HKE, Inc DbA Employ/Ease.
Spencer@EmployEasePayroll.com

PH (435)-674-0478

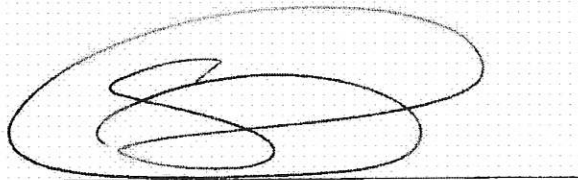
Fx (435)-674-5881

**EMPLOYEASEPAYROLL.COM
PAYROLL@EMPLOYEASEPAYROLL.COM**

To Whom It May Concern:

I have been a resident of Washington County Utah since 2007. I have seen firsthand how Scott Nielson and Zion Utah Jellystone Park Resort are integral parts of our community. Their focus on family friendly activities and safety is commendable. Granting a beer and liquor license will allow them to offer a more comprehensive experience to visitors. I believe this will benefit both the resort and our local area. Scott's impeccable track record speaks for itself, and I am confident he will handle this new responsibility with the utmost care.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line.

Spencer Bailey



92 N 3400 W, Suite 2,, HURRICANE, UT 84737 | OFFICE: 435.773.0571 | FAX: 435.216.3129

RE: Scott Nielson/Jellystone

To Whom It May Concern,

As a longstanding local business owner in the Zion area for more than 15 years, I have had the privilege of collaborating closely with Scott Nielson and his previous ventures, including the Zion Utah Jellystone Park Resort team. Scott's unwavering commitment to fostering a secure, family-oriented environment is truly commendable. I am confident that granting a beer and liquor license to Scott Nielson and the Jellystone team will significantly elevate the level of professionalism and guest satisfaction, thereby making a positive impact on our local economy. Scott has consistently exhibited exemplary responsibility and dedication to our community, and I enthusiastically endorse this application.

Sincerely,

Electronically Signed 2025-06-27 17:56:25 UTC - 69,128,122,214

Nic Lauritzen

Nic Lauritzen

Owner/Agent



BEST FRIENDS CONSULTING

"A DEALER'S BEST FRIEND"

447 Bentwood Drive, Leesburg, Florida 34748, 352/840-3717

www.bestfriendsconsulting.com

DATE: July 2, 2024

TO: Licensing Authority

RE: Recommendation Letter for Scott Nielson

Dear Licensing Authority,

I have been visiting Zion Utah Jellystone Park Resort with my family for the past month, and each time, our experience has been nothing short of amazing. Scott Nielson's leadership and the resort's commitment to creating a welcoming atmosphere is evident in every aspect of our stay. I am confident that adding a beer and liquor license will further enrich the resort's offerings while maintaining the high standards of safety and enjoyment we've come to expect. Please consider this recommendation as a strong endorsement of Scott's ability to manage this responsibly.

Sincerely,

Marco A. Martinez, President
Best Friends Consulting, Inc.



To Whom It May Concern,

As you are aware, Clampers Inn, LLC, which owns and operates the Yogi Bear's Jellystone Park™ location in Hurricane, UT, has applied for a liquor license in association with their retail operation. As the franchisor of the Yogi Bear's Jellystone Park Camp-Resorts brand, I am writing to you in support of the application because the long-term prosperity and guest expectation of this location relies on the approval of that application.

Currently, over 90% of our Jellystone Park franchise locations across the country offer some form of alcohol items through different facilities within their operation. They do this through their store and/or food and beverage operations located on site.

The Jellystone Park location in Hurricane, as a new operation, should be afforded every opportunity to succeed as a viable and competitive operation. Today's camping groups want to spend their days swimming in a pool, playing mini golf, and experiencing the fun of the many amenities. One of the reasons these guests come to Jellystone Park locations is because our brand offers an array of options for many different tastes, all at one location.

We understand that issuance of such a permit comes with added responsibility to the operator. In our dealings with Scott Nielson, he has shown himself to be an individual of integrity and one with high regard for his guests' well-being. Therefore, I firmly believe he will be very cognizant of this added responsibility and will do what is necessary to ensure the enjoyment of all his guests.

Thank you for your consideration in this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Schutter, Jr.".

Robert E. Schutter, Jr.
President

Camp Jellystone, LLC
27777 Franklin Road
Suite 300
Southfield, MI 48034
(248) 233-0103



STAFF COMMENTS

Consideration and possible approval of **local consent for a full-service liquor restaurant license** at PV Resort Amenities - Chris Wyler

Discussion:

1. PV Resort Amenities is applying for a full-service liquor restaurant license to sell beer and liquor at their clubhouse restaurant and in the cabanas around the water amenities. The Department of Alcoholic Beverage Services (DABS) will have specific requirements, such as sectioning off areas where alcohol is served and ensuring that meals are ordered with drinks. The applicants have stated that the restaurant and water amenities will be open to the public, though access may be limited if their vacation rentals are fully booked. Staff has the same concerns with this application as with the previous one for Jellystone Park. It is unclear if any other location in Utah operates in this manner. – Cindy Beteag

Findings:

Recommendation:

Attachments:

1. PV Resort Amenities
2. Chris Wyler - Ascendancy Flooring Reference Letter
3. Pecan Valley Resort Amenities business license app
4. Chris Wyler - In & Out Pool Reference Letter
5. Chris Wyler - Set The Stage Reference Letter
6. Bart Straight Line Plumbing Reference letter
7. Pecan Valley Bar
8. Pecan Valley Rest Menu

(FOR OFFICE USE ONLY)

New license:

Date Application Reviewed:

Non-refundable application fee received

Refundable license fee received

Character statement from 5 residents received:

Application referred to: Planning & Zoning

Building Inspection Department

Fire Department

Police Department

Health Department

Business License obtained/applied for:

Date Application was considered by City Council:

Application: _____ granted _____ denied

Comments: _____

7/9/24
8.179894
1 - still need 4
N/A
full restaurant
7/18/24

City License

FEES

A non-refundable application fee of Fifty Dollars (\$50.00) application for an original license.

At the time of application for an original license or renewal pay an annual license fee as follows:

All Classifications \$300.00

If a license is issued on or after July 1 in any year, one-half be charged.

CITY OF HURRICANE
147 NORTH 870 WEST
HURRICANE UT 84737 435-635-2811

Receipt No: 8.179894 Jul 9, 2024

PV RESORT AMENITIES

Previous Balance:	.00
NEW BUSINESS LICENSE	
NEW BEER LICENSE FEE	300.00
NEW BUSINESS LICENSE	
APPLICATION FEE	50.00
Total:	350.00
=====	
XBP Credit Cards -GS	
Check No: 204310976	350.00
Total Applied:	350.00
=====	
Change Tendered:	.00
=====	
07/09/2024 11:15 AM	
ACCT: XXXXXXXXXXXX	
APPROVAL: 204310976	
x pd. over phone	
CHRISTOPHER WYLER	



LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

**HURRICANE CITY
147 N 870 W
HURRICANE, UTAH 84737
(435) 635-2811**

NOTE: **Please print or type.** All questions must be answered completely or application will not be considered.

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

- ☒ \$50.00 non-refundable application fee
- ☒ Annual license fee (refunded if application is denied)
- ☐ Statement from 5 individuals or entities recommending the applicant
- ☐ Copy of business license or business license application
- ☐ Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants
- ☒ Names and addresses of shareholders, members, or partners (applicable to Corporations, limited liability companies and partnerships)

1. **Applicant** If the license is for an individual or sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent authorized to make the application and a separate sheet must be attached giving the names and addresses of all shareholders owning more than 10% of the corporation. If license is for a limited liability company, applicant must be a manager or managing member authorized to make the application. If license is for a partnership, the applicant shall be a general partner and a separate sheet must be attached giving the names and addresses of all partners.

Name Christopher Wightman Wyler
(First) (Middle) (Last)
Home address [REDACTED] Hurricane UT 84737
(City) (State/Zip)
Phone Number [REDACTED]
Social Security # [REDACTED] Date of Birth [REDACTED]
U. S. Citizen? ☒ Yes ☐ No, if no, registered alien? ☐ Yes ☐ No
Relationship of applicant to entity for which license is sought:
☒ Owner ☐ Corporate Agent ☐ Corporate Officer ☐ Officer
☐ Partner ☐ Member of Limited Liability Company ☐ Other

2. Entity for which License is being sought

 Sole Proprietorship ~~X~~ Corporation Non Profit Corporation

____ Partnership ____ LEC ____ Other _____

Name of Entity PV Resort Amenities

Address of Principal Office 5202 W 2250S Hurricane UT 84737
(Street) (City) (State/Zip)

Phone 435-467-2246 Email wyltile@gmail.com

Names, addresses, Phone, DOB, Social Security Number of all Corporate Officers, Partners, Members, Board of Directors and Shareholders (if necessary attach a separate sheet)

[illegible]

3. Business Name / Location / Management

Name under which business will be operated (if different from name of the applicant, corporation or partnership) _____

Business Address 2431 S 5210 W Hurricane UT 84737
(Street) (City) (State/Zip)

Phone Number 435-467-2214

Owner of Property Chris Wyler

Name of Business Manager Bryson D Wyler

Social Security # _____ (Middle) _____
of Birth _____

Phone Number _____

*Distance in feet from nearest public or public or private school 3.4 miles

*Distance in feet from nearest church 5.2 miles

*Distance in feet from nearest public playground 2.8 miles

*Distance in feet from nearest public park 2.8 miles

*Distance in feet from nearest public library 8.9 miles

4. Classification of license applied for:

☐ Airport Lounge	☐ Banquet
☐ Bar	☐ Beer Recreational
☐ Hotel	☐ Off-Premise Beer
☐ Package Agency	☐ Reception Center
☐ Restaurant-beer only	☒ Restaurant-Full
☐ Restaurant-Limited	☐ Tavern
☐ Beer wholesaler	☐ Liquor warehouse
☐ Manufacturing	

5. Miscellaneous Information (For purposes of the following questions, the term "you" shall refer to any applicant, corporate officer, corporate director, corporate agent, LLC member, partner or manager)

Have you ever been engaged in any other business where beer or alcoholic beverages were sold to the public? _____ Yes ☒ No. If yes, state name of business, location of business, nature of business, date(s) of operation. _____

Have you at any time been convicted of a felony in any court in the United States? _____ Yes ☒ No. If so, give particulars – City, Dates, pertinent information, etc. _____

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages? _____ Yes ☒ No. If so, give particulars – City, Dates, pertinent information, etc. _____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. see attached

Are business premises to be leased? _____ Yes ☒ No. If yes, state name and address of lessor and nature of lessor's interest in business premises. _____

Will food be served at business location? ☒ Yes _____ No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended? _____ Yes ☒ No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

6. Additional Information: Give any additional information which you believe will help the City Council to make a decision upon your application: _____

STATE OF UTAH

)

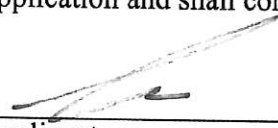
: ss.

COUNTY OF WASHINGTON

)

I, _____, being first duly sworn, depose and say as follows:

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



Applicant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____

(NOTARY PUBLIC OR CITY LICENSE OFFICER)

FULL SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Services Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

_____,
Local business license authority

☐ City ☐ Town ☐ County

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): PV Resort Amenities

Entity Name (or owner's name if sole proprietor): PV Resort Amenities

Location Address: 2431 S 5210 W Hurricane UT 84737

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABS by the applicant as part of a complete application.

Incorporation Date	Title	Business Name	Business Address	Nature of Business	Notes
6/7/2024	Owner	PV Resort Amenities	2431 S 5210 W, Hurricane UT 84737	Water Park and Related Activities	
11/7/2022	Owner	Mori Property Management LLC	5202 W 2250 S, Hurricane UT 847387	Property Management	
5/21/2021	Owner	Pecan Valley Resort Homeowners Association, Inc.	5202 W 2250 S, Hurricane UT 847387	HOA	
6/17/2021	Owner	Artisan Homes LLC	5202 W 2250 S, Hurricane UT 847387	Builder	
2/7/2023	Owner	Pecan Valley Resort, LLC	5202 W 2250 S, Hurricane UT 847387	Operating Company	
12/15/2022	Owner	CL Wyler Company, LLC	5202 W 2250 S, Hurricane UT 847387	Own other companies	
7/10/2019	Owner	Pecan Valley Development	5202 W 2250 S, Hurricane UT 847387	Developer	
7/11/2019	Owner	Pecan Valley Holdings, LLC	5202 W 2250 S, Hurricane UT 847387	RE Holding Company	
6/16/2015	Owner	Law Holdings, LLC	5202 W 2250 S, Hurricane UT 847387	RE Holding Company	
1/1/2005	Owner	Artisan Tile	5202 W 2250 S, Hurricane UT 847387	Tile Installation	Sold in 2022



Philippians 2:3 Consulting
154 Private Road 8103
Canton, TX 75103
T: (903) 312-5566

Dear City of Hurricane,

I am writing to provide a professional reference for Chris Wyler, whose character and professional capabilities I have come to know well through our business interactions at Philippians 2:3 Consulting. Chris exemplifies integrity, dedication, and a commitment to high standards in all his endeavors.

In our professional dealings, Chris has consistently demonstrated a strong work ethic and a reliable sense of responsibility. He manages complex challenges effectively, consistently meeting project goals with efficiency and accuracy. His strategic thinking and innovative approach have significantly impacted various business ventures.

Chris's character is evident in his honest and transparent interactions with colleagues, clients, and stakeholders. His leadership fosters a collaborative work environment, encouraging team members to perform at their best.

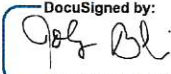
Chris remains calm under pressure, approaching tasks with a focused and positive attitude. His resilience and problem-solving abilities are commendable, leading to successful outcomes even in challenging situations.

Additionally, Chris communicates complex ideas clearly and effectively. He has built and maintained strong client relationships, resulting in successful partnerships and long-term collaborations. His dedication to continuous learning and professional development is both noteworthy and beneficial.

In summary, Chris Wyler is a professional of exceptional character and capability. I am confident he will excel in the Pecan Valley Resort project.

Please feel free to contact me if you require further information or wish to discuss Chris's character in more detail.

Sincerely,

DocuSigned by:

FD780BAF0BD84ED...

Johnny Blevins
President – CEO
Philippians 23 Consulting

To Whom It May Concern,

I am writing to enthusiastically recommend Christopher Wyler for your consideration. I have had the pleasure of knowing Christopher both personally and professionally for 17 years, during which time I have witnessed his outstanding character, exceptional work ethic, visionary mindset, and strong ethical standards.

Christopher Wyler consistently demonstrates a remarkable commitment to excellence in all his endeavors. His unique blend of strategic foresight and hands-on implementation skills allows him to navigate complex challenges while ensuring operational efficiency.

In addition to his professional achievements, Christopher is renowned for his integrity and reliability. He approaches every task with dedication and meticulous attention to detail, consistently delivering results that exceed expectations. His collaborative spirit and willingness to go above and beyond have earned him the respect and admiration of his colleagues.

In the community, he consistently empowers others by creating opportunities and setting ambitious goals. His contributions extend well beyond the norm, adding substantial value to our local community and the broader city as a whole.

I am confident that Christopher Wyler's leadership, vision, and integrity make him an ideal candidate for your city board. His insights and commitment will undoubtedly contribute to shaping our community's future policies and decisions.

Please do not hesitate to contact me at 801-645-0344 or jayrichie45@gmail.com if you require any further information. I wholeheartedly endorse Christopher Wyler without reservation.

Sincerely,

Jason Richards
Owner, Ascendancy Flooring



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

Date of Application

7.10.2024

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

BUSINESS LICENSE APPLICATION

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

SECTION A — BUSINESS INFORMATION

Name of Business: Pecan Valley Resort Amenities
Business Phone: 435-619-5111 Business Email: admin@pecanvalleyresort.com
Business Address: 2431 S. 5210 W. Hurricane, Utah 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): 5202 W. 2250 S. Hurricane, Utah 84737
(Street Number) (City) (State) (Zip)
State Sales Tax Number (if applicable): Pending Dept. of Commerce Entity #: 14026575-0142
Professional License # (if applicable): NA Federal Identification #: 99.3413200
Website: www.pecanvalleyresort.com
Description of Business: Clubhouse, Waterpark and Restaurant.

Will there be any building or remodeling: NO Will the business be located in a newly constructed building: Yes
Commercial Lease-Property Owner Written Approval: Are you a Sexually Oriented Business: NO
Does your business sell alcohol: Yes Does your business sell tobacco products: NO

PART B — HOME OCCUPATION APPLICANTS ONLY

- Will customers visit the home.....
- Will display or stock of merchandise be at home
- Will employees be at the house.....
- Any unusual traffic be created in neighborhood.....
- Will parking on roadside be needed.....
- Will flammable, toxic or poisonous materials be kept at the home
- Will there be any disposal of material into the septic or sewer system?
- What portion of home is to be used for business (25% total structure area)

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: Christopher Wylee Phone Number: [REDACTED]
Home Address: [REDACTED] (Zip) [REDACTED]

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

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

Manager (if different):

Bryson Wulpe

Phone Number:

All businesses licensed in Hurricane City must be in compliance with applicable fire codes and regulations at all times. New businesses may be required to pass a fire inspection prior to issuance of a business license. Fire inspections encompass, but are not limited to: fire equipment such as extinguishers, exits and aisles, electrical equipment, storage, and fire protection systems. Inspections may include additional areas of concern specific to particular business activities and/or locations. The licensing clerk will inform new applicants whether an initial inspection is required. Please contact the Hurricane Valley District at 435-635-9562 to schedule an inspection.

I understand that compliance with applicable fire codes and regulations is required for all businesses licensed in Hurricane City. I understand that a fire inspection of my business may be required in the future and would be conducted by Hurricane City Fire Department personnel. I understand that failure to comply with applicable fire codes and regulations may be grounds for revocation of my business license.

I UNDERSTAND AND AGREE to comply with all regulations of Title 3 Business License Regulations. I UNDERSTAND that business shall not commence at this location without first obtaining an official copy of the business license, and that inspections of the City Building, Zoning, Fire Officials, and the County Health Officials must first be completed and the building approved by these officials for business activities.

Applicant's Signature

Date

7-10-2024

TOTAL FEES \$	75.00	Office Use Only	75.00
DATE	7/11/24	AMOUNT PAID \$	75.00
CITY LICENSE NUMBER		RECEIPT #	8.180914
Home Occupation: yes / ☒ no Zone: RR Permitted Use: ☒ yes / no			
Planning Commission Approval Required: yes / no / if yes, which approval: site plan / conditional use			
Planning Commission approval date: N/A Zoning approval/date:			
New Construction: ☒ yes / no Remodel: yes / ☒ no Building Permit: ☒ yes / no			
Certificate of Occupancy or Tenant Improvement inspection required: yes / ☒ no			



In & Out Pools
5168 W 2150 S
Hurricane, UT 84737
T: (435) 359-7449

Dear City of Hurricane,

I am writing to offer a professional endorsement for Chris Wyler, with whom I have developed a deep appreciation for. Chris consistently demonstrates integrity, dedication, and a steadfast commitment to maintaining excellence in all his endeavors.

Throughout our business interactions, Chris has consistently displayed a robust work ethic and a strong sense of accountability. He adeptly navigates complex challenges, consistently achieving project objectives with efficiency and accuracy. His strategic insights and innovative approach have significantly influenced various business initiatives.

Chris's integrity shines through in his open and honest interactions with colleagues, clients, and stakeholders alike. His leadership style creates a positive work environment, empowering each team member to perform at their peak.

Even in high-pressure situations, Chris remains composed, approaching tasks with a focused and positive demeanor. His resilience and problem-solving abilities have consistently yielded successful outcomes, even in challenging circumstances.

Furthermore, Chris excels in communicating complex ideas clearly and effectively. He has forged and maintained strong client relationships, resulting in successful partnerships and enduring collaborations. His commitment to continuous learning and professional growth is both commendable and advantageous.

In conclusion, Chris Wyler is a professional of outstanding character and capability. I am confident that he will make valuable contributions to the Pecan Valley Resort project.

Please contact me should you require any additional information.

Sincerely,

Enoch Barlow 7-11-24

Enoch Barlow
Founder- CEO
In & Out Pools



SET THE STAGE
SOUTHERN UTAH

7/9/2024

To City of Hurricane,

First off, thank you for your consideration. I am very excited to see this project come to life. From the time I met Chris, I was fascinated with his potential opportunity and vision. Since this time, I have been routing him on and would love to write a letter of recommendation regarding Chris Wylie.

I originally met Chris at the beginning of 2023. I was immediately attracted to Chris' overall demeanor and sense of vision for the greater good of the Pecan Valley area. We have become well acquainted through our business interactions at Set the Stage of Southern Utah along with frequent visits to the area. Chris demonstrates integrity, dedication, and a commitment to excellence in all his endeavors, and I am grateful to be a part of it.

Chris's character is reflected in his honest and transparent interactions with the people around him. I have witnessed interactions along the way and admire his execution to on his commitments. His leadership style creates a collaborative work environment, motivating team members to perform at their highest potential. The team at Pecan Valley is the best in class and continues to do amazing work! One thing I admire about Chris is he has developed and maintained strong client relationships, resulting in successful partnerships and long-term collaborations. His commitment to continuous learning and professional growth is both notable and advantageous. I personally know Chris is involved in different Mastermind groups and other growth-related activities. As a professional, this trait is one that makes me confident in his ability to execute and fulfill his vision.

Thank you for your consideration

Sincerely,

Spencer Smith

SET THE STAGE of Southern Utah
801.573.7600



SET THE STAGE



Bart Taylor
7940 N Sapphire trl
St. George UT 84770
barttaylor@str8line.net
435 632 9378
07/09/2024

To Whom It May Concern,

I am writing to wholeheartedly recommend Chris Wyler. I have had the pleasure of knowing Chris for a number of years in both a personal and professional capacity, and I can confidently attest to his exceptional character and integrity.

Chris has consistently demonstrated a strong commitment to his community and has been an active participant in numerous local initiatives. His dedication to civic engagement and his willingness to volunteer his time and resources for the betterment of our community are truly commendable. Chris has a genuine passion for helping others, which is evident in the positive impact he has made on those around him.

In his professional endeavors, Chris is known for his reliability, diligence, and strong work ethic. He approaches every task with enthusiasm and a can-do attitude, ensuring that he delivers high-quality results. His problem-solving skills and ability to work collaboratively with others make him a valuable asset in any team setting.

On a personal level, Chris is a person of high moral standards and integrity. He is honest, trustworthy, and always strives to do the right thing. His respectful and compassionate nature makes him a well-liked and respected member of our community.

In summary, Chris Wyler possesses the qualities and character that make him an outstanding candidate for any role or responsibility. I have no doubt that he will continue to contribute positively and be a great asset to the community. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Bart Taylor

A handwritten signature in black ink that reads "Bart Taylor". The script is fluid and cursive, with the first letters of "Bart" and "Taylor" being capitalized and prominent.



PECAN VALLEY RESORT



COCKTAILS

CLASSIC MOJITO

Rum infused with fresh lime, mint and sugar.

\$12

ROYAL MARTINI

Freshly brewed espresso mixed with rum and lime.

\$14

RASPBERRY MOJITO

Rum stirred with raspberry, fresh mint, lime and sugar.

\$12

DAIQUIRI

Rum, lemon juice and sugar mixed with apple.

\$12

RETRO MARGARITA

Tequila, lime juice, rum with pinch of salt.

\$13

DRY FRUIT MOJITO

Vodka mixed with sugar and dry fruits

\$13

CLASSIC MARGARITA

Tequila mixed with sugar and lime

\$13

WHISKEY

MANHATTAN

White rum mixed with whiskey and sugar.

\$15

WHISKEY SOUR

Fresh lemon juice infused premium whiskey and lime.

\$16

BOURBON FLIP

Premium whiskey, lime mixed with sugar syrup.

\$16

OLD FASHIONED

Brown sugar, lime and sugar mixed with whiskey.

\$15

PAPER PLANE

Premium whiskey mixed with lime and sugar.

\$16

GIN FIZZ

Premium gin mixed with sugar syrup

\$13

GIM GIMLET

Premium gin with lime and tequila

\$13

BEER

DOMESTIC

\$8

IMPORTED

\$8

Menu

STARTERS

Nachos \$13

Corn tortilla chips smothered in creamy queso, pico, pickled jalepenos and topped with Crema

Chicken Fajita Quesadillas \$11

Homemade tortillas stuffed with grilled onions, chicken, bell peppers and mixed cheese

Deep Fried Pickles \$9

Crispy, dill pickles served with homemade ranch

Boneless Tenders \$12

5 Tenders doused in your favorite sauce - Plain, BBQ, Garlic Parm, Buffalo, Habanero

Nachos on Waffle Fries \$12

Try our famous Nachos served on waffle fries for some extra flavor

Mozzerella Sticks \$9

5 cheese sticks served with homemade ranch or marinara sauce

Chips and Guacamole \$12

Try our chips served with homemade guacamole and a side of fresh salsa for a special treat

6 Wings \$10

Perfectly seasoned and friend wings served in your favorite sauce -

Plain, BBQ, Garlic Parm, Buffalo, Habanero

10 Wings \$15

20 Wings \$25

PIZZAS

\$12

One Topping

Classic pizza made with your favorite single topping

\$18

Meat Lovers

Classic cheese pizza topped with bacon, chicken, pepperoni, and sausage

• Make it Supreme for \$1.50

\$18

Hawaiian

Chicken, bacon, red onion, mozz cheese, and grilled pineapple

Ask us about our healthy options. Upgrade to the cauliflower crust for \$4

EXTRA TOPPINGS \$1 EACH

Pepperoni

Black Olives

Pineapple

Sausage

Onion

Tomato

Bacon

Bell Peppers

Extra Cheese

Chicken

Mushroom

PECAN VALLEY

R E S O R T

Menu

SPECIALTIES

Comes with your choice of 2 sides -
Mashed Potatoes, Green Beans, Side Salad, Waffle
Fries, Green Beans, Steamed Veggies

Famous Hamburger Steak \$22

A half pound freshly ground beef hand-pressed and seared to perfection. Covered in brown or white gravy, grilled onions and mushrooms

Chicken Fried Steak \$23

Hand battered steak deep fried and topped with homemade cream gravy.

Chicken Fried Chicken \$22

Hand breaded chicken breast deep fried and topped with homemade cream gravy

Pan Seared Chicken \$21

Hand seasoned chicken breast pan seared to perfection

Fried Fish \$18

Fried fish hand battered and served with our special homemade sauce

BURGERS

Burgers are 1/2 lb fresh meat hand pressed and cooked to a perfect temperature. Served on House bun with fries.

The Original \$16

Your favorite burger made with melted cheddar, lettuce, tomato, onion, and pickles

Bacon Burger \$17

Take our famous classic burger and add some thick cut bacon for the perfect pairing. Add Homemade guac for \$1.00

Buffalo Ranch Chicken Burger \$16

Hand breaded chicken breast deep fried and topped with our house ranch and Buffalo sauce

Menu Item Name

\$12
This is a description of the item on the menu.
List all of the ingredients and details here.

SALADS

\$15

House Salad

Our house salad of mixed greens, bacon, tomatoes, sliced red onions, shredded cheese, and croutons

\$16

Caesar Salad

Green leaf lettuce topped with Parmesan cheese, croutons, and caesar dressing

\$16

Wedge Salad

Lettuce wedge served with all the sides of our house salad

Add bacon or grilled or crispy chicken to any salad for \$3

Dressings: Ranch, Caesar, Blue Cheese, House Vinaigrette, Raspberry Vinaigrette, Honey Mustard

KIDS MENU

Hot Dog \$8

Grilled Cheese \$7

Cheese Burger \$8

Chicken Strips \$7

DRINKS

Fountain Drink \$2

Homemade Tea \$2

Homemade Lemonade \$2

Coffee \$3



STAFF COMMENTS

Consideration and possible approval of a **lease for hangar pad 9S 1E** - EDUBYAS LLC

Discussion:

Background:

EDUBYAS LLC is purchasing the hangar improvements at hangar pad 9S 1E. The existing lease is reaching the end of its term. Mr. Stadler 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.

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 July 16, 2024, and unanimously recommended approval.

Legal Review:

The City Attorney approves the form of the proposed lease.

-This summary was drafted by Dayton Hall, City Attorney

Findings:

Recommendation:

Attachments:

1. 240716 HURRICANE AIRPORT - PRIVATE HANGAR LEASE AGREEMENT (EDUBYAS LLC)



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

EDUBYAS LLC

Effective Date: July 18, 2024

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 18th day of July, 2024, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and EDUBYAS LLC, a Utah limited liability company, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 2,650 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as 9S 1E on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking,

storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An (“Aircraft”) shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant’s employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives (“Tenant’s Associates”) may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant’s use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant’s complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until July 18, 2044, (the “Initial Term”). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant’s lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30
2058 – 2063	.33

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice

from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole discretion to determine the quality of the work. Tenant shall promptly remedy any condition that

fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant

Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by

the State of Utah. All policies (except any policies required for worker's compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is

voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant shall notify City in writing that Tenant desires to exercise its right of first refusal under this

paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed

by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

EDUBYAS LLC
ATTN: E. Warren Stadler Jr
PO Box 681599
Park City, UT 84068

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant

shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: E. Warren Stadler, Jr.
Its: Manager

Attest:

GUARANTOR

City Recorder

Printed Name: E. Warren Stadler, Jr.

Approved as to form:

Dayton Hall, City Attorney



STAFF COMMENTS

Consideration and possible approval of an **assignment of an existing lease for pad 7S 1E** - The Ray and Cynthia Schureman Family Trust

Discussion:

Summary drafted by Dayton Hall on July 16, 2024:

This agenda item is to consider approving the assignment of a hangar lease to a new tenant. The current tenant is Final Design Group, who holds a Hurricane Airport Land Lease for the hangar located at 7S 1E in the City Airport. The lease is dated March 21, 2023, and provides that the "Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor..." The lease also states that: "In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease." The lease is for a "private aircraft hangar." Mr. Lemmon desires to assign the remaining term of the lease to The Ray and Cynthia Schureman Family Trust, who desires to assume the lease.

The Airport Board met on July 16, 2024, and recommended unanimously to approve the assignment of the lease to The Ray and Cynthia Schureman Family Trust.

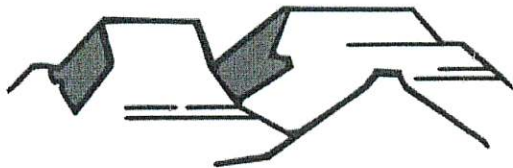
The lease to be assigned to Final Design Group is included in the Council's packet.

Findings:

Recommendation:

Attachments:

1. 230522 Lease Agreement Final Design Group 7S1E (fully executed)



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

Final Design Group LLC
STATION Common

Effective Date: March 21, 2023

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement")) is entered into as of the 21 day of MARCH, 2023 by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and Final Design Group, a LLC, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 2500 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as 781E on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An ("Aircraft") shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. **Term.** The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until 2043, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. **Rent**

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use,

occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole

discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location on the Airport property, or to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of

the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenant's Improvements being deemed transferred to the City upon the City accepting the same or (2) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (2), City may do so in any manner acceptable to City pursuant to Section 10.B.

B. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

C. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits

submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

FINAL DESIGN GROUP LLC
STEPHEN LEMMON
39 SOUTH MAIN
HURRICANE, UTAH 84737

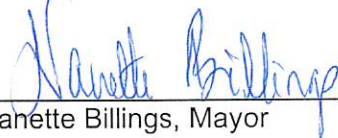
Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY


Nanette Billings, Mayor

TENANT


By: STEPHEN LEMMON
Its: MANAGING PARTNER

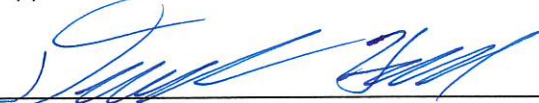
Attest:


Cindy Beteag, City Recorder




Stephen Lemmon

Approved as to form:


Dayton Hall, City Attorney



STAFF COMMENTS

Consideration and possible approval of an **assignment of an existing lease for pad 3S** -
Richard E. Cutts

Discussion:

Summary drafted by Dayton Hall on July 16, 2024:

This agenda item is to consider approving the assignment of a hangar lease to a new tenant. The current tenant is Stephen W. Lemmon and Final Design Group, LLC, who holds a Hurricane Airport Land Lease for the hangar located at 3S in the City Airport. The lease is dated November 17, 2022, and provides that the "Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor..." The lease also states that: "In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease." The lease is for a "private aircraft hangar." Mr. Lemmon desires to assign the remaining term of the lease to Richard E. Cutts, who desires to assume the lease.

The Airport Board met on July 16, 2024, and recommended unanimously to approve the assignment of the lease to Richard E. Cutts.

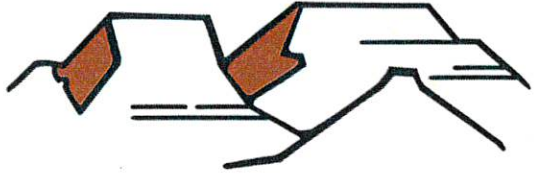
The lease to be assigned to Stephen W. Lemmon and Final Design Group, LLC is included in the Council's packet.

Findings:

Recommendation:

Attachments:

1. 221117 Stephen W. Lemmon - Final Design Group - private



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

STEPHEN W. LEMMON and FINAL DESIGN GROUP, LLC

Effective Date: November 17, 2022

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 17th day of November, 2022, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and Stephen W. Lemmon, an individual, and Final Design Group, LLC, a Utah limited liability company (referred to collectively herein as the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 1,735 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as Lot 3 S on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete

construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An (“Aircraft”) shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant’s employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives (“Tenant’s Associates”) may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant’s use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant’s complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until November 17, 2042, (the “Initial Term”). If the Tenant desires to renew this Agreement, the Tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant’s lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24

2046 – 2051	.27
2052 – 2057	.30
2058 – 2063	.33

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a

condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location on the Airport property, or to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenant's current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or

other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenant's Improvements being deemed transferred to the City upon the City accepting the same or (2) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable

to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (2), City may do so in any manner acceptable to City pursuant to Section 10.B.

B. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

C. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from

performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

Stephen W. Lemmon or Final Design
Group, LLC
PO Box 889
Hurricane, UT 84737

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal

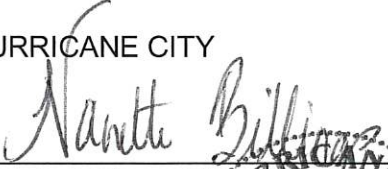
to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY



Nanette Billings, Mayor

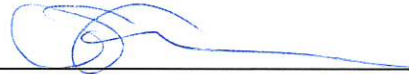
Attest:



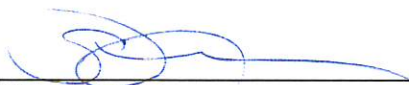
Cindy Beteag, City Recorder



FINAL DESIGN GROUP, LLC



By: Stephen W. Lemmon
Its: Manager



Stephen W. Lemmon

Approved as to form:



Dayton Hall, City Attorney



STAFF COMMENTS

Consideration and possible approval of a **Storm Drain Agreement** with Interstate Rock Products, Inc.

Discussion:

Interstate Rock owns land adjacent to and northwest of 600 North opposite the Sands Cove and Coronado Ridge subdivisions. After the City's construction of 600 North, and especially with the recent construction of Sand Cove Phase 1, storm drain runoff water is concentrated and discharges into Interstate Rock's property adjacent to 600 North. Interstate Rock is proposing the construction of an open ditch across its property to manage the runoff water by conveying it away from 600 North. The City requires that storm drain facilities be constructed as part of the development of property, but there is no current land use application pending for the two parcels where Interstate Rock is proposing the open ditch, so Interstate Rock has no obligation to construct the ditch. Interstate Rock is proposing that the City reimburse Interstate for 1/2 of the cost to construct the open ditch, with the City's share being \$21,785.70. Considering that Interstate Rock has no obligation to construct the ditch, and considering that the City's construction of 600 North is a contributing factor to the concentrated discharge of water and related problems, City staff feel that splitting the cost of the ditch is a fair proposal and recommend approval. The proposed contract specifies that when these two parcels are developed, Interstate Rock will be required to install standard storm drain infrastructure at that time. -Dayton Hall

Findings:

Recommendation:

Attachments:

1. 240613 Storm Drain Agreement (Clean)

STORM DRAIN AGREEMENT

This **STORM DRAIN AGREEMENT** ("Agreement") is made and entered into as of the _____ day of _____ 2024, by and between Interstate Rock Products, Inc., a Utah corporation (hereinafter "IRP") and Hurricane City, a Utah municipal corporation (hereinafter "Hurricane") (collectively referred to herein as "Parties").

RECITALS

WHEREAS, IRP is contemplating the installation of an open ditch storm drain across parcels H-4-1-36-124 and H-4-1-36-100 located within the boundaries of Hurricane City. The approximate location of the open ditch storm drain is identified on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the open ditch storm drain is being constructed to manage storm drain water runoff from the Sand Cove Phase 1 Subdivision and other upstream runoff.

WHEREAS, there is no pending land use application for parcels H-4-1-36-124 or H-4-1-36-100.

WHEREAS, because there is no pending land use application on IRP's parcels and because of the unique circumstances, Hurricane has agreed to participate in the open ditch storm drain project by paying one-half of the costs of the open ditch storm drain.

WHEREAS, the cost of the open ditch storm drain is Forty Three Thousand Five Hundred and Seventy-One Dollars and Forty Cents (\$43,571.40).

WHEREAS, the Parties herein desire to document the amount and payment terms for Hurricane's portion of the costs to construct the open ditch storm drain identified on Exhibit A attached hereto.

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

A. Hurricane will reimburse IRP the sum of Twenty-One Thousand Seven Hundred and Eighty-Five Dollars and Seventy Cents (\$21,785.70) which equals one-half of the costs to construct the open ditch storm drain identified on Exhibit A attached hereto. This reimbursement payment shall be paid within seven (7) business days following completion and approval of the open ditch storm drain by Hurricane.

B. This Agreement shall be binding upon the Parties, their heirs, successors, or assigns, for the duration of the Agreement as noted above.

C. This Agreement constitutes the entire Agreement between the Parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, agreements, or

understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

D. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, the term “person” shall include an individual, association, or combination thereof, and the term “Parties” shall include Interstate Rock Products, Inc., a Utah Corporation and Hurricane City, Utah, a Utah Municipal Corporation and/or any assignee of such Parties. The word “including” shall mean including, without limitation. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

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

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

G. At such time as IRP chooses to develop parcels H-4-1-36-124 or H-4-1-36-100, this Agreement shall not reduce or eliminate IRP’s obligations to comply with Hurricane’s standard development requirements, including storm drain requirements.

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

///

///

///

Interstate Rock Products, Inc., A Utah corporation

By: Beau Stratton

Its: President

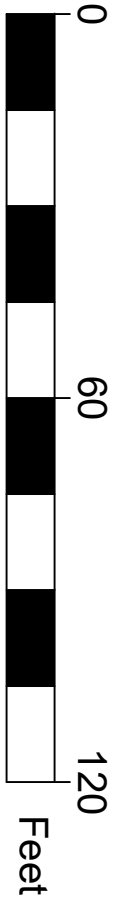
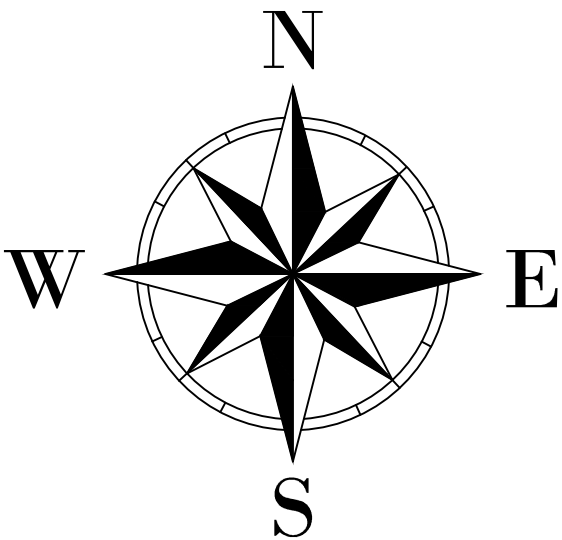
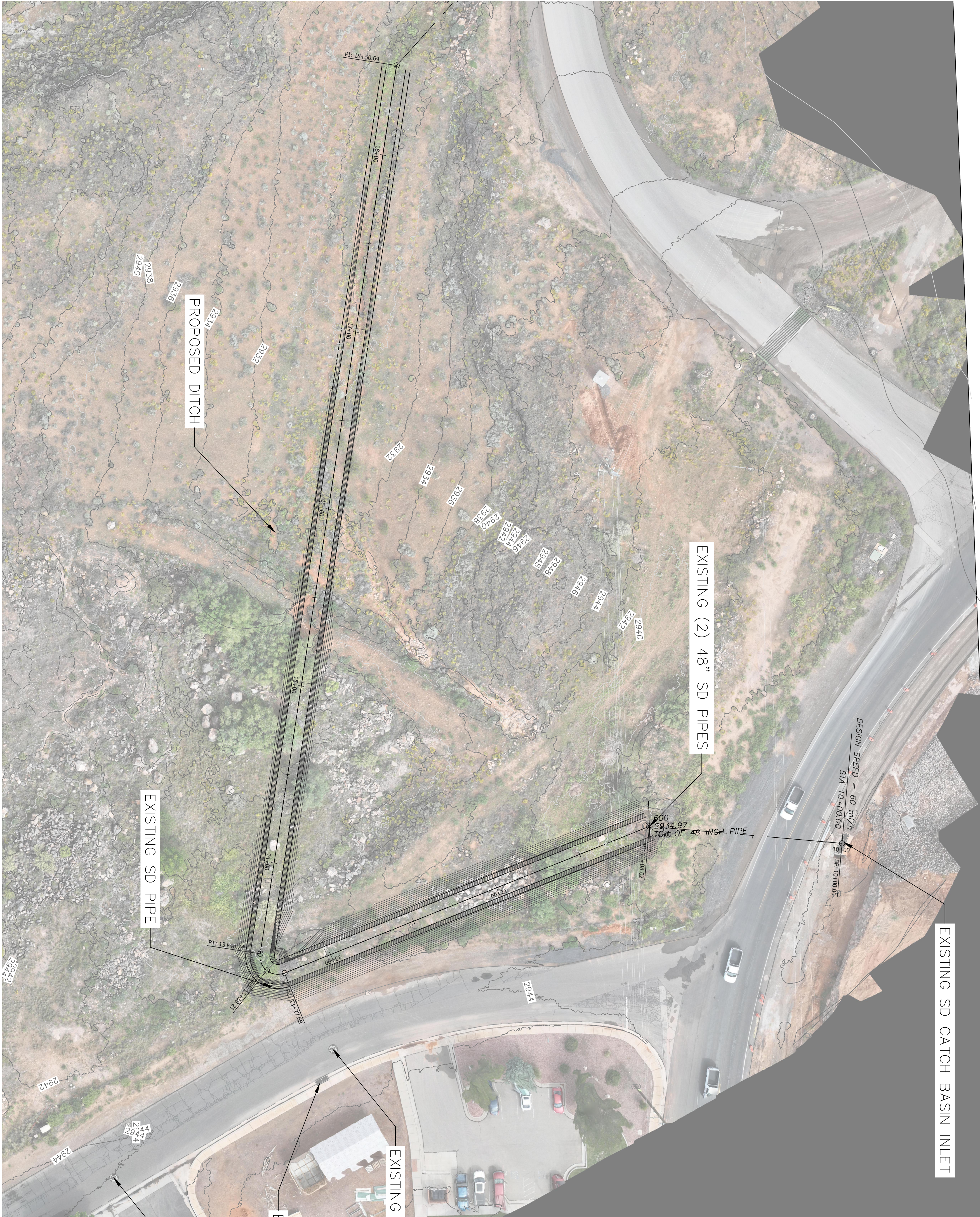
Hurricane City, Utah. a Utah municipal corporation

By:

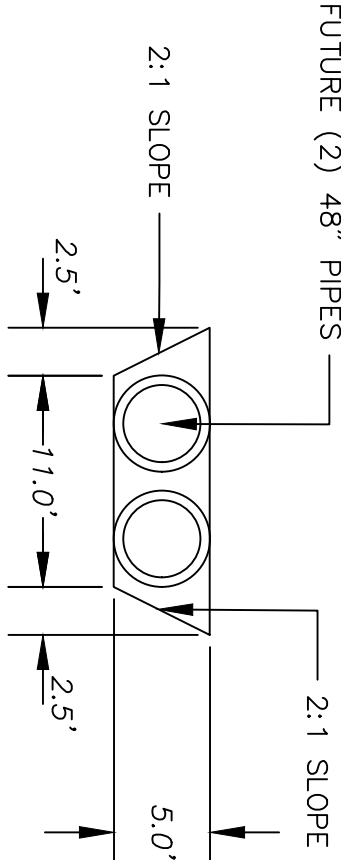
Its:

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1628 Drainage for 600 N and Pit\2 - Engineering\1 - Design\3- Sheets\Grading Plan.dwg TIME: 30 November 2023

SITE PLAN FOR:
600 NORTH CORNER SD



EARTHWORK VOLUMES			
LOCATION	CUT (CY)	FILL (CY)	NET (CY)
DITCH	3,652	21	3,631



EXISTING SSMH

EXISTING SD CATCH BASIN INLET

EXISTING SSMH

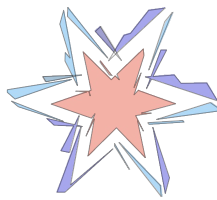
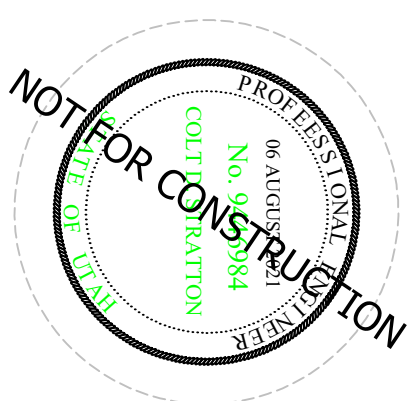


Know what's below.
Call before you dig.

DATE	PROJ. #	PAGE #	REV.	DATE	DESCRIPTION	BY
2023 Nov 29	3000-1628	C-1				

INTERSTATE ROCK PRODUCTS		
SITE PLAN		
600 NORTH CORNER SD		
600 NORTH & PARKVIEW DRIVE HURRICANE, UTAH		

DESIGNED BY	SZ
DRAWN BY	SZ
CHECKED BY	CS



INTERSTATE ROCK

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



STAFF COMMENTS

Public Hearing to take comments on the following:

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Issuance of the Water Revenue Bond

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

A request for disposal of property along 860 North for road realignment

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible of **Resolution 2024-30 Approving an Interlocal Agreement** between the cities of St. George, Hurricane, Washington, Santa Clara, Enterprise, and Washington County for building inspection services

Discussion:

This agreement is crafted to satisfy the requirements of State legislation passed last session. The new legislation requires that cities maintain a list of third-party inspectors that will be available to do inspections if a city takes longer than three days to perform an inspection, with the cities being responsible for the cost of the third-party inspector. Instead of subjecting themselves to the costs of private inspectors, it is proposed that Hurricane City contract with neighboring cities and the County to act as each others "third-party" inspectors. The proposed agreement sets the fee at \$87 per hour. Hurricane City rarely takes longer than three days to perform an inspection, so this agreement is unlikely to be used often. Larry Palmer (Building Official) and Dayton Hall (City Attorney) have participated in drafting the proposed agreement and both recommend approval. -Dayton Hall

Findings:

Recommendation:

Attachments:

1. Resolution 2024-30 Approving an Interlocal Agreement with STG and others for Building Inspection
2. Interlocal Agreement for Building Inspectors_06.13.24

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE
CITIES OF ST. GEORGE, HURRICANE, WASHINGTON, SANTA CLARA,
ENTERPRISE, AND WASHINGTON COUNTY FOR BUILDING INSPECTION
SERVICES**

WHEREAS, pursuant to Utah Code Annotated § 11-13-1 *et seq.*, the Interlocal Cooperation Act (the "Act") public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action, and the Parties are public agencies as defined in Utah Code Annotated 11-13- 103(19);

WHEREAS, each Party has licensed building inspectors with equipment and personnel qualified to provide the inspections typically required to ensure compliance with building permits and building regulations within their respective jurisdictions;

WHEREAS, each Party desires to cooperate with and assist others to facilitate the timely completion of building inspections;

WHEREAS, the Parties wish to benefit all Parties and their respective residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction under certain circumstances;

WHEREAS, the Parties intend to be on one another's "third-party inspection firm list" as required by Utah Code Annotated § 15A-1-105;

WHEREAS, this Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Hurricane City, that it authorizes the Mayor to execute the Interlocal Agreement between the City of St. George and the cities of Hurricane, Washington, Santa Clara, Enterprise, and Washington County, for Building Inspection Services, attached hereto as Exhibit "A".

PASSED AND ADOPTED by the City Council of the Hurricane City this 18th day of July, 2024.

HURRICANE CITY:

ATTEST:

Nanette Billings, Mayor

Cindy Beteg, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Dayton Hall, City Attorney

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of July, 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

INTERLOCAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2024, by and among the Utah cities and towns of St. George, Hurricane, Washington, Santa Clara, Enterprise, and Washington County (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. WHEREAS, pursuant to Utah Code Annotated § 11-13-1 *et seq.*, the Interlocal Cooperation Act (the "Act") public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action, and the Parties are public agencies as defined in Utah Code Annotated § 11-13- 103(19);
- B. WHEREAS, each Party has building inspectors with equipment and personnel qualified to provide the inspections typically required to ensure compliance with building permits and building regulations within their respective jurisdictions.
- C. WHEREAS, each Party desires to cooperate with and assist others to facilitate the timely completion of building inspections.
- D. WHEREAS, the Parties wish to benefit all Parties and their respective residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction under certain circumstances.
- E. WHEREAS, the Parties intend to be on one another's "third-party inspection firm list" as required by Utah Code Annotated § 15A-1-105.
- F. WHEREAS, this Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

- 1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal agreements between or among the Parties. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction.
- 2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.
- 3. SERVICE AREA. The area to be served by this Agreement includes the collective municipal areas of St. George, Hurricane, Washington, Santa Clara, Enterprise, and Washington County service areas. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and

any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. THIRD-PARTY INSPECTION FIRM LIST. The Parties agree to be listed on one another's Third-Party Inspection Firm List ("List") as defined in Utah Code Annotated § 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's ("Applicant") request, that Party ("Originating Party") shall refer the Applicant to the List, and the Applicant may select a third-party inspection firm pursuant to Utah Code Annotated § 10-6-160(2)(b) or Utah Code Annotated § 17-36-55(2)(b). The List must contain the names and contact information of at least three (3) Parties. The List shall indicate that the names are in no particular order and that the Applicant may select any Party from the List, and that the Applicant must initiate contact with the inspection firm to schedule the inspection. For the initial one (1) year term of this Agreement, Washington County shall not be included on a Party's List, but Washington County may include the other Parties on its own List. No Party shall be considered an agent of another Party under this Agreement.
5. COMMUNICATIONS BETWEEN PARTIES. If the Applicant selects and contacts another Party ("Contacted Party") the Contacted Party shall conduct the inspection in lieu of the Originating Party. The Contacted Party shall notify the Originating Party in writing of the Applicant's request, and keep the Originating Party informed of the inspection status. The Parties shall communicate as necessary to complete and document the inspection.
6. FEES. The Contacted Party shall charge the Originating Party an hourly fee of eighty-seven dollars (\$87.00) for each inspection, including travel time.
7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and staff (collectively, "representatives") who provide services under this Agreement to the extent required by law. Each Party will maintain insurance sufficient to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.
8. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for an inspection outside its jurisdictional area as it possesses in the performance of its duties within its own jurisdiction. All obligations imposed upon the Parties or their representatives by virtue of this Agreement are considered within the current scope of employment of each Party.
9. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their representatives. Each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own representatives involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in

law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's representatives working outside the jurisdiction of that Party will be treated in the same manner as if the representative were killed or injured while functioning within its own jurisdiction, including for purposes of receiving benefits under the Utah Workers' Compensation Act.
11. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.
12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of one (1) year from the effective date. The effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to this Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. At the end of the initial one (1) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for successive three (3) year terms. The Parties shall review this Agreement at least ninety (90) days before the end of each three (3) year term. Each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, by giving ninety (90) days prior written notice of such termination to each of the other Parties.
13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.
14. GOVERNING LAW. This Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be the Fifth Judicial District, State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.
16. THIRD PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.
18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.
19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address designated herein, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing and delivered to all parties. In the event a municipality changes its official address and makes this change publicly available, the public notice is considered sufficient for purposes of informing the Parties of the address change.
20. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. However, Parties may independently enter into separate agreements regarding fees. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
21. EXECUTION. The Parties agree that each Party must execute this Agreement through an execution page that utilizes a format substantially similar to the attached Exhibit A. Upon execution of the Agreement, each Party will provide all other Parties with an original execution page. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

// SIGNATURE PAGES FOLLOW //

EXHIBIT A

CITY OF _____

Agreed this _____ day of _____, 2024.

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

CHIEF BUILDING OFFICIAL / CONTACT INFORMATION CHANGES:

Name and Title: _____
Mailing Address: _____
Email Address: _____
Telephone: _____

LEGAL NOTICES / CONTACT INFORMATION CHANGES:

Name and Title: _____
Mailing Address: _____
Email Address: _____
Telephone: _____



STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-31 Amending the Connection Cost Schedule for the Hurricane Power Department** - Scott Hughes

Discussion:

Connection Costs have been set by resolution in the past and any changes currently require presentation for approval to City Council. Costs have not been updated officially since 2019, even though the cost of labor and materials has increased during that time. We are updating these costs to reflect current labor, equipment, and material costs. The Power Department would also like to add language so that these costs may be presented for approval through the Power Board with notification of the changes to City Council. The Power Department would like to update the costs with approval anytime any significant pricing change happens. These costs deal specifically with labor, equipment, and materials which change sporadically. The Power Board unanimously voted to recommend approval to the City Council on July 3, 2024. - Crystal Wright

Findings:

Recommendation:

Attachments:

1. Resolution 2024-31 Amending the Connection Cost Schedule for Power
2. Exhibit A

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, AMENDING
THE CONNECTION COST SCHEDULE FOR THE HURRICANE POWER
DEPARTMENT

WHEREAS, the Hurricane City Council is authorized by Section 10-3-717 of the Utah Code and Section 1-5-6-G.1. of the Hurricane City Code to establish fees for municipal services; and

WHEREAS, said City Council desires to amend the connection cost schedule for Hurricane Power Department Services, and

WHEREAS, said City Council deems it necessary and desirable for the preservation and protection of the health, safety, and welfare of the residents of Hurricane, Utah,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah as follows:

1. Approval and Adoption of the Connection Cost Schedule. The costs contained in the Hurricane Power Department are attached hereto as Exhibit “A” and incorporated herein as if fully set forth are hereby approved and adopted. The Power Department shall charge the costs set forth in Exhibit A.
2. Updates for actual costs. In consultation with the Hurricane City Power Board, the Power Department may adjust the costs shown in Exhibit A to match the actual costs of labor, equipment, and materials.

PASSED AND APPROVED THIS 18th day of July, 2024.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of July, 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

EXHIBIT A

Proposed Update for Existing Connection Fees					
	Now	New	Labor	Equipment	Material
Hook-up Fees					
Single Phase Metering	\$237.00	<u>\$293.00</u>	\$174.52	\$38.50	\$79.20
Three Phase Non C.T. Metering (under 400 amps)	\$725.00	<u>\$544.00</u>	\$87.26	\$38.50	\$418.15
Three Phase with C.T. Metering (over 400 amps)	\$1,395.00	<u>\$1,524.00</u>	\$261.78	\$77.00	\$1,185.00
Developing Underground Connection Point from Overhead to Underground					
Single Phase Secondary	\$1,281.00	<u>\$1,679.00</u>	\$279.23	\$116.16	\$1,282.99
4/0 Riser	\$592.00	<u>\$874.00</u>	\$349.04	\$132.00	\$393.01
350 MCM Riser	\$717.00	<u>\$842.00</u>	\$349.04	\$132.00	\$360.45
500 MCM Riser	\$717.00	<u>\$977.00</u>	\$349.04	\$176.00	\$451.53
Primary Single Phase Riser					
1/0 Primary Riser	\$1,044.00	<u>\$1,604.00</u>	\$392.67	\$176.00	\$1,035.14
Primary Three Phase Riser					
1/0 Primary Riser	\$2,447.00	<u>\$3,027.00</u>	\$785.34	\$264.00	\$1,977.40
4/0 Primary Riser	\$2,447.00	<u>\$3,027.00</u>	\$785.34	\$264.00	\$1,977.40
500 Primary Riser	\$4,074.00	<u>\$5,217.00</u>	\$1,221.64	\$396.00	\$3,599.61
750 Primary Riser	\$4,074.00	<u>\$5,217.00</u>	\$1,221.64	\$396.00	\$3,599.61
Other Connection Fees					
Switch Make-Up Fee	\$1,083.00	To be more accurate, this cost was split into Switch Grounding, Connect into Developers Switch Fuse Bay and Connect into Developers Solid Blade Bay to accommodate variations that exist.			
Switch Grounding Fee	-	<u>\$651.00</u>	\$261.78	\$77.00	\$311.87
Connect into Developers Switch Fuse Bay	-	<u>\$1,232.00</u>	\$523.56	\$77.00	\$630.80
Connect into Developers Solid Blade Bay	-	<u>\$646.00</u>	\$523.56	\$77.00	\$44.98
Connect into Existing Switch per Bay	\$8,999.00	<u>\$13,282.00</u>	\$741.71	\$214.50	\$12,325.81
Connect into an Existing Vault per KVA	\$6.50	<u>\$6.50</u>	-	-	-
Elbow Termination Fee	\$99.00	<u>\$126.00</u>	\$87.26	\$38.50	-



JOSEPH DECKER
FIRE CHIEF

Hurricane Valley Fire District

FIRE & RESCUE

202 East State Street, Hurricane, Utah 84737
(435) 635-9562



KOHL FURLEY
DEPUTY FIRE CHIEF

July 15th, 2024

Re: HVFSSD Truth in Taxation 2024

Dear Mayors and City/Town Council Members within the Service Area of the Hurricane Valley Fire Special Service District,

I hope this message finds you well. I would like to address some concerns and questions regarding the Board's recent decision to request a Truth in Taxation hearing through the County Commissioners to address a budget shortfall of approximately \$2.2 million.

As you may recall, two years ago, the Board proposed an 89% tax increase, which was subsequently denied by the new incoming Board. More recently, efforts to implement a percentage of sales tax were met with some resistance but eventually passed through the Legislature. However, certain aspects of this legislation proved problematic for parts of Washington County that opposed the sales tax increase. Consequently, a revised version of the law was presented but did not reach the Senate floor due to political challenges.

The legislators have assured the HVFSSD Board that the modification of the sales tax will be a priority in the next legislative session, and they anticipate no resistance. To ensure that our community continues to receive essential fire and EMS services without interruption, the Board has decided to proceed with a Truth in Taxation hearing with a much lower increase. If the sales tax is voted upon favorably and enacted, the Board will commit to lowering the overall property tax to less than it currently is today, funding the department with mostly sales taxes.

It is important to note that Chief Decker and the fire department staff are not the ones requesting this tax. The decision and authority to proceed with this tax request lie solely with the Board. Therefore, we kindly ask that any questions or concerns be directed to the Board, not to our Fire Chief or any other department staff. The Fire Chief and the department do not report to any individual cities or towns within our service area. The Board is the responsible entity, and we encourage you to follow the appropriate chain of command in this matter.

Thank you for your understanding and support as we work together to ensure the safety and well-being of our community.

Sincerely,

William Hoster

Bill Hoster, Mayor of Leeds, UT
Board Chair
Hurricane Valley Fire Special Service District
801-597-6568 cell



STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-32 disposing of property for the realignment of 860 North** in conjunction with the Hurricane Rehab Center development -
Brandon Neil

Discussion:

It is proposed to dispose of a portion of 860 N, located on the corner of 860 N and State St. just south of the La Verkin Bridge, fronting the recently approved Hurricane Rehab Center development. During the site plan review for the rehab center, it was noted by Engineering that 860 N at that intersection is excessively wide and underutilized. Engineering therefore recommended that a portion of the 860 N right-of-way be disposed of and given to the property owned by the Hurricane Rehab Center, since use of 860 N isn't expected to substantially increase. This would allow the rehab center development to shift south, further away from the Virgin River Bluff, and also provide more on-site parking for that project. City staff has discussed the proposal with the owners of the rehab center, and they have expressed their interest in acquiring the additional property. In exchange for the property, the owners will demolish existing roadway improvements and construct new sidewalk and right-of-way improvements along 860 N; they will also be required to provide right-of-way improvements on State St. The existing power and sewer infrastructure will either need to be moved or left in place with an easement. Report prepared by Fred Resch III, City Planner

Findings:

Recommendation:

Attachments:

1. Resolution 2024-32 Disposal of property along 860 North
2. 23302 H-3-1-26-241-A Surplus Exhibit A
3. 23302 Lot 43 Surplus Exhibit B
4. 23302 Exhibit_860 North Surplus_070324
5. Site Plan
6. Comments from Power
7. Comments from Sewer

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING DISPOSAL OF PROPERTY ALONG 860 NORTH ADJACENT TO
PARCEL NUMBERS H-3-1-26-241-A AND H-FAL-2-43**

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

WHEREAS, the adjacent property owner has petitioned the City requesting the public right-of-way located adjacent to its property identified by the County Assessor as Parcel Numbers H-3-1-26-241-A and H-FAL-2-43 be abandoned to the property owner; and

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

WHEREAS, the total area of the property proposed for abandonment totals approximately 4,436 square feet or 0.10 acres for parcel H-3-1-26-241-A and approximately 37 square feet or .001 acres for parcel H-FAL-2-43, which areas proposed for abandonment are depicted at Exhibit A and Exhibit B attached hereto; and

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

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

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the property described in the attached Exhibits A and B be abandoned and incorporated into the adjacent property; and

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the owner of H-3-1-26-241-A has agreed, as a condition of the abandonment, to reconstruct the curb, gutter, and sidewalk at the new right-of-way alignment; and

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the City shall reserve to itself all necessary public utility easements to protect existing public utilities and infrastructure.

DATED this 18th day of July 2024.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of July 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag

EXHIBIT "A"

PORTION OF 860 NORTH STREET RIGHT OF WAY ADJACENT TO PARCEL NO. H-3-1-26-241-A DESCRIBED IN DOCUMENT NO. 20220024407, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 89°58'02" W 1587.12 FEET ALONG THE SOUTH LINE OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND N 0°00'00" E 1457.30 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26, AND RUNNING THENCE N 21°08'29" E 14.00 FEET, TO A POINT BEING ON THE NORTHERLY BOUNDARY LINE OF FALCON RIDGE PHASE #1 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, POINT ALSO BEING THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES, (1) ALONG THE ARC OF SAID CURVE 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", (2) THENCE S 68°51'31" E 110.00 FEET, TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, (3) THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", (4) THENCE S 21°08'29" W 54.00 FEET; THENCE N 68°51'31" W 150.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 4,436 SQ FT OR 0.10 ACRE MORE OR LESS

TWS
23302

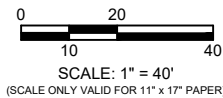
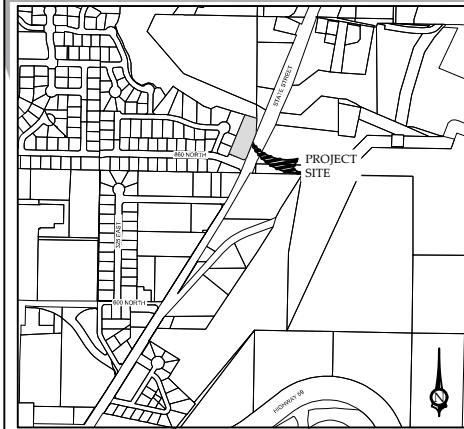
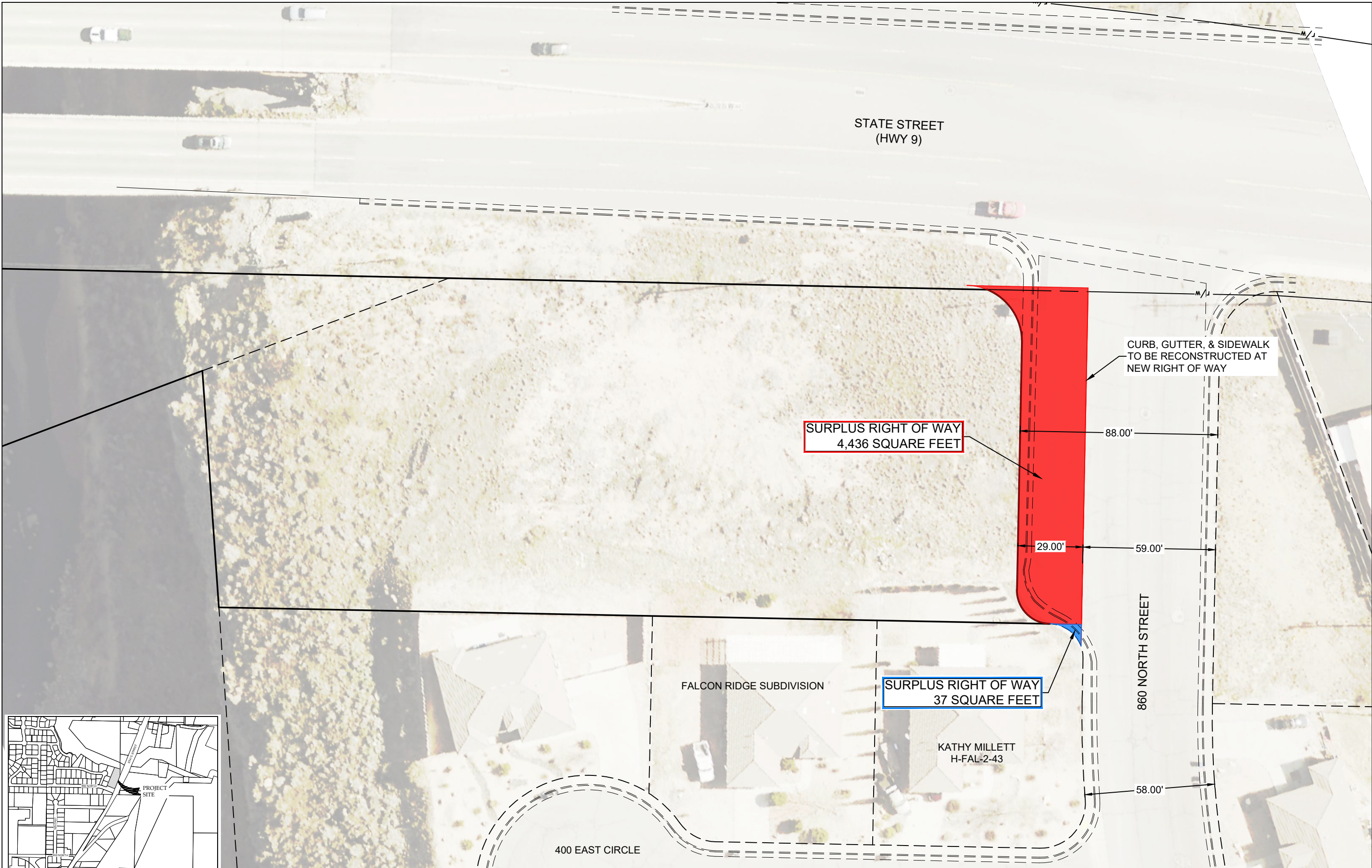
EXHIBIT "B"

PORTION OF 860 NORTH STREET RIGHT OF WAY ADJACENT TO LOT 43, FALCON RIDGE PHASE #2 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 89°58'02" W 1587.12 FEET ALONG THE SOUTH LINE OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND N 0°00'00" E 1457.30 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26, AND RUNNING THENCE N 68°51'31" W 9.61 FEET, TO A POINT BEING ON THE SOUTHERLY LOT LINE OF SAID LOT 43, POINT ALSO BEING THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 0°06'07" E; THENCE ALONG SAID LOT LINE AND THE ARC OF SAID CURVE 18.05 FEET THROUGH A CENTRAL ANGLE OF 68°57'38"; THENCE S 21°08'29" W 14.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 37 SQ FT OR 0.001 ACRE MORE OR LESS

TWS
23302



SURPLUS PROPERTY EXHIBIT
860 NORTH STREET
PARCEL # H-3-1-26-241-A & H-FAL-2-43
BRANDON NEIL

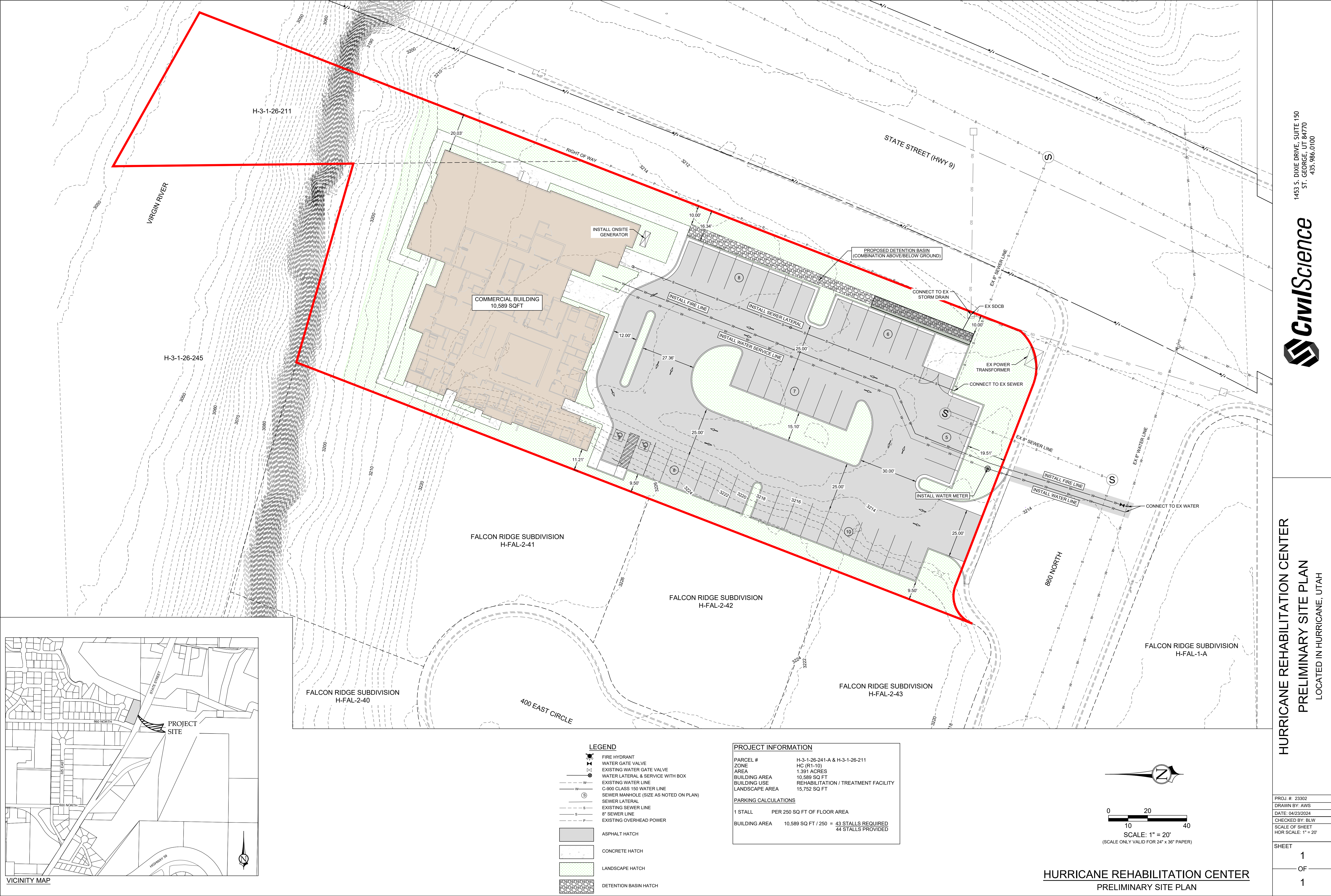
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



860 NORTH STREET
SURPLUS PROPERTY EXHIBIT
LOCATED IN HURRICANE, UTAH

PROJ. #: 23302
DRAWN BY: BLW
DATE: 07/03/2024
CHECKED BY:
SCALE OF SHEET
HOR SCALE: 1" = 40'

SHEET
1
OF
1



Planning Department Review:
Return to Planning
Department

Corner of 860 N and State St.

Disposal of surplus property

1. power lines are to be inside the PUE.
2. will the utility easement be moved?
3. who will pay for the move?
4. Power outages will be necessary to complete the work
5. new building will be fed from new switch location
6. must complete an application for power requirements. (sent with the email)

STATE STREET
(HWY 9)

power switch box
must be moved to
new location behind
new sidewalk

power lines currently
installed will need to
be relocated to new
alignment

CURB, GUTTER, & SIDEWALK
TO BE RECONSTRUCTED AT
NEW RIGHT OF WAY

SURPLUS RIGHT OF WAY
4,436 SQUARE FEET

88.00'

29.00'

59.00'

860 NORTH STREET

FALCON RIDGE SUBDIVISION

SURPLUS RIGHT OF WAY
37 SQUARE FEET

KATHY MILLETT
H-FAL-2-43

58.00'

400 EAST CIRCLE



0 20 40
10
SCALE: 1" = 40'
(SCALE ONLY VALID FOR 11" x 17" PAPER)



SURPLUS PROPERTY EXHIBIT
860 NORTH STREET
PARCEL # H-3-1-26-241-A & H-FAL-2-43
BRANDON NEIL

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



860 NORTH STREET
SURPLUS PROPERTY EXHIBIT
LOCATED IN HURRICANE, UTAH

PROJ. #: 23302
DRAWN BY: BLW
DATE: 07/03/2024
CHECKED BY:
SCALE OF SHEET
HOR SCALE: 1" = 40'

SHEET
1
OF
1

FILE: Z:\1 - Engineering\1 - Projects\Interstate Rock Products\01.024.055 Coral Cliff Family Fun Center\2 - Design\2 - Sheets\Preliminary Site Plan.dwg TIME: 3 July 2024

LEGEND		
DEFINITION	PROPOSED	EXISTING
HATCH TYPES		
ASPHALT		
CONCRETE		
LANDSCAPE		
BUILDING		
UTILITY LINE TYPES		
SANITARY SEWER	SS	EX-SS
STORM DRAIN	SD	EX-SD
POTABLE WATER	WL	EX-WL
IRRIGATION	IRR	EX-IRR
COMMUNICATION	COMM	EX-COMM
POWER	P	EX-P
GAS	GAS	EX-GAS
POWER TO LIGHTS	P	P
JUT	JUT	EX-JUT
OHP	OHP	EX-OHP

WARRANTY DEEDS
THE PROJECT IS CONTAINED WITHIN THE EAST
PORTION OF H-3-1-34-3141 AND THE
SOUTHER PORTIONS OF H-3-1-34-32011
& H-3-1-34-3200

A RECORD OF SURVEY WITH THE LOT LINE
ADJUSTMENT WILL BE CREATED TO SHOW THE
CHANGES.

PROVIDED:
STALL COUNT: 476
TOTAL: 476

REQUIRED:
THEATER: 229
FUN CENTER: 236
TOTAL: 465

LANDUSE		
DEFINITION	EXISTING (SF)	PROPOSED (SF)
BUILDING	21,570	50,962
CONCRETE	6,174	16,583
ASPHALT	45,449	124,671
LANDSCAPE	5,939	11,996

TOTAL AREA 322,793 SF

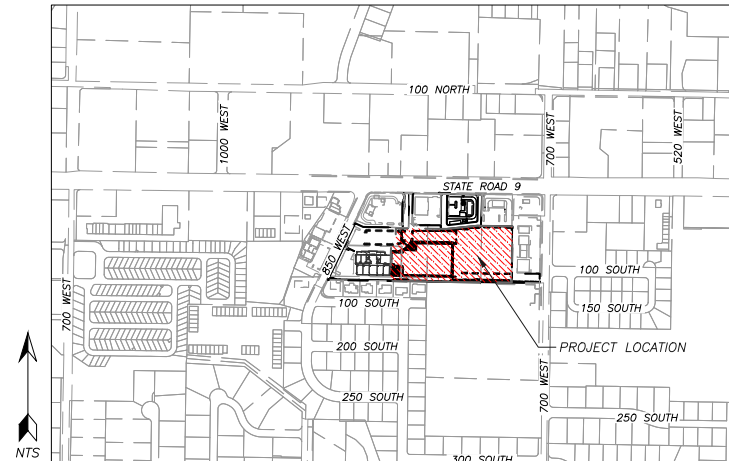
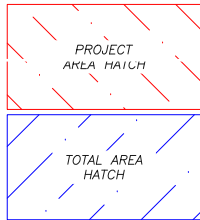
PROJECT AREA 209,923 SF

NOTE: EXISTING CONTOURS ARE 2ft & 10ft

PRELIMINARY SITE PLAN CORAL CLIFF FAMILY FUN CENTER

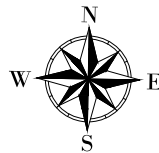
SOUTHWEST CORNER OF SECTION 34,
TOWNSHIP 41 SOUTH, RANGE 13 WEST

Planning Department Review: Return to Planning Department



SITE PLAN CALLOUTS

- EXISTING FIRE HYDRANT
- EXISTING ADA RAMP
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- EXISTING POTABLE WATER VALVES
- EXISTING IRRIGATION WATER VALVES
- EXISTING WATERWAY
- EXISTING GAS
- EXISTING POWER / COMMUNICATIONS BOXES
- EXISTING MILE MARKER POST
- EXISTING SPEED LIMIT SIGN
- EXISTING NATURAL GAS LOCATION MARKER
- PROPOSED WATERWAY
- PROPOSED ACCESSIBLE ROUTE
- FUTURE WATERWAY
- EXISTING LIGHT POLE
- EXISTING FIRE-LINE CONNECTION
- EXISTING WATERLINE CONNECTION
- (2) PROPOSED REMOTE FIRE DEPARTMENT CONNECTIONS - (1) FOR CORAL CLIFFS CINEMA AND (1) FOR THE PROPOSED FAMILY FUN CENTE
- EXISTING POWER CONNECTION TO CORAL CLIFFS CINEMA
- EXISTING GAS CONNECTION TO CORAL CLIFFS CINEMA
- PROPOSED STORM DRAIN STRUCTURES
- PROPOSED STORM WATER FLOW DIRECTION ARROWS
- PROPOSED UNDERGROUND WATER STORAGE AREA
- PROPOSED SEWER STRUCTURES
- PARKING LOT COUNT
- EXISTING WATER METER



SCALE: 1"=60'



INTERSTATE ROCK



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



DESIGNED BY DSGNBY
DRAWN BY DSGNBY
CHECKED BY CHKBY

OWNER	PRELIMINARY SITE PLAN	PROJECT LOCATION
	CORAL CLIFF FAMILY FUN CENTER	

REV.	DATE	DESCRIPTION	BY

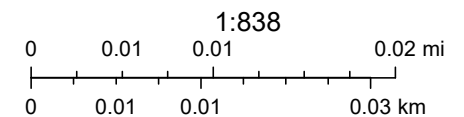
DATE	DATE
PROJ. #	PAGE #
PROJECT #	C1.0

Field Maps Basic



7/11/2024

Ash Creek has an easement for an existing sewer main and manhole on the property. Ash Creek would need our existing easement extended to cover the sewer main on surplus property. Please see attached for current easement circled in yellow. The sewer main line is the green line.



Esri Community Maps Contributors, City of Hurricane GIS, Utah Geospatial Resource Center, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin,



STAFF COMMENTS

Discussion regarding **requiring background checks on certain businesses** - Cindy Beteag

Discussion:

At the last Council meeting, staff proposed changing background check requirements for certain businesses to an annual basis, rather than just at the initial application. Additionally, they suggested including tattoo artists and residential hosting owners among the businesses requiring background checks. Currently, background checks are mandated for businesses involving massage therapy, any business related to firearms, any business dealing with minor children, or entry to a private residence. Annual checks are already required for solicitors and liquor licenses.

The Council directed staff to determine the cost of running these background checks and how many businesses would be affected. It was found that approximately 125 businesses would require an annual check. If the Council wanted to include residential hosting, it would add another 170. There is no additional fee for the City to run these checks. - Cindy Beteag

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of a **Water Savings Agreement with The Nature Conservancy and the Washington County Water Conservancy District.** -Dayton Hall

Discussion:

As part of the NRCS's commitment to fund 75% of the pressurized irrigation system expansion, there were environmental studies done that indicated the project would result in water savings that could benefit the health of the Virgin River. This proposed contract confirms that the City has no objection to the water savings generated from the expansion of the pressurized irrigation system being available to help support the health of the Virgin River, as long as it does not affect the functionality of the City's system. -Dayton Hall

Findings:

Recommendation:

Attachments:

1. 240709 Water Savings Contract

WATER SAVINGS AGREEMENT

This WATER SAVINGS AGREEMENT (“**Agreement**”) is entered into by and between **THE NATURE CONSERVANCY**, (“**TNC**”), **HURRICANE CITY** (the “**City**”), and **WASHINGTON COUNTY WATER CONSERVANCY DISTRICT** (“**WCWCD**”). TNC, the City, and WCWCD may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. TNC is a non-profit corporation organized under the laws of the District of Columbia.

B. Hurricane City is a municipal corporation and political subdivision organized under the laws of the State of Utah.

C. WCWCD is a water conservancy district organized under the laws of the State of Utah.

D. The Parties are sponsors of a cooperative undertaking to address several resource concerns in the Warner Draw Watershed, Utah, including insufficient water quantities, water quality degradation, soil quality degradation, enhancing agricultural water supplies, and inadequate habitat for fish and wildlife. This cooperative undertaking is administered by The United States Department of Agriculture Natural Resources Conservation Service (“**NRCS**”) through the Watershed and Flood Prevention Operations Program, which implements provisions of the Flood Control Act of 1944 (Pub. L. 78-534) and the Watershed Protection and Flood Prevention Act of 1954 (Pub. L. 83-566, 16 U.S.C. § 1001 *et seq.*).

E. The Virgin River (the “**River**”) is the main channel of the Warner Draw Watershed. The City currently provides irrigation water sourced from the River to customers in its service area under its water shares in the Hurricane Canal Company (the “**Company**”). The Company is not a party to this Agreement. The Company’s water is diverted from the Virgin River by the WCWCD and delivered to the Hurricane Canal Company’s system pursuant to a Water Conveyance Agreement between the Hurricane Canal Company and WCWCD, which agreement guarantees the delivery of a certain quantity of water annually (the “**Water Conveyance Agreement**”).

F. The City presently provides pressurized irrigation service to a portion of the City using water shares purchased in the Company, but a significant portion of irrigated properties within the City are serviced by the Company using flood irrigation. The NRCS and the City have planned the construction of an expansion of the City’s pressurized irrigation system (the “**Project**”) into an area currently serviced by the Company using flood irrigation (the “**Expansion Area**”). The City does not own the water rights from which the Company’s shares are derived, nor is the City a party to the Water Conveyance Agreement between the Company and the WCWCD. To provide pressurized irrigation service within the Expansion Area, the City will acquire additional shares in the Company.

G. The NRCS has committed funding to finance the planning and construction of the Project. The Parties anticipate that the Project will improve the efficiency of irrigation water use and delivery and produce water savings within the Expansion Area as irrigators convert from flood

irrigation to sprinkler irrigation, which will help ensure that irrigation demands can be met, even in dryer years. This increased efficiency will also help provide an in-stream benefit to the River. Due to the nature of the Project, the improved water efficiency cannot be certainly calculated until the conversion from flood irrigation to sprinkler irrigation has taken place.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Utilization of Water Savings. Recognizing that the Project will improve water efficiency within the Expansion Area as flood irrigators convert to pressurized irrigation over time, the Parties agree that the improved efficiency from the Project may assist the WCWCD in its management of in-stream flows to support the River. Therefore, the City agrees not to object to the WCWCD's use of water savings to support the River, provided that the delivery of water pursuant to the Water Conveyance Agreement in effect at the execution of this Agreement always meets the demands of the City's and Canal Company's irrigation systems.

2. Term. This Agreement shall come into force upon the date of execution by the Parties and will continue for the installation period and evaluated life of the Project (52 years), unless terminated earlier in accordance with the provisions of this Agreement.

3. Amendments. This Agreement may be amended or revised only by mutual written agreement signed by all of the Parties.

4. Termination. The Parties may jointly terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.

5. No Assignment. The rights and obligations of the Parties shall not be assigned or transferred without the prior written approval of each Party hereto, and any attempt to provide for assignment or transfer without that prior written approval shall be void and of no legal effect.

6. Subordination. The Parties recognize and agree that the rights and obligations of this Agreement are subject to water right adjudications by courts of law, determinations by the Utah State Engineer regarding water rights and priorities, statutory limitations, consents that could be required from third parties, and pre-existing contractual rights and obligations by the Parties or relevant third parties, including the Water Conveyance Agreement entered into between the WCWCD and the Company.

7. Force Majeure. All obligations of the Parties shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, drought, strikes, other casualties, acts of God, orders of court or governmental agencies having competent jurisdiction, or other events or causes beyond the control of the Parties, including events that prevent one or more of the Parties from releasing and delivering water through their systems. Upon cessation of the force majeure condition, the obligation shall remain enforceable. In no event shall any liability accrue against a Party, its officers, agents, or employees, for any damage arising out of or connected with a suspension of performance pursuant to this section. When a Party's performance is prevented by a cause

identified herein, the affected party shall provide written notice to the other Parties as soon as reasonably practical of the force majeure condition. Such notice shall identify the cause of the prevention of performance and the estimated length that such prevention of performance will likely remain in place. Promptly after the prevention of performance is removed or ceases, the affected party shall provide written notice to the other parties that states that the prevention of performance has been removed or ceased and performance of the Agreement has been renewed.

8. Notices. All notices and other communications under this Agreement shall be in writing or sent via email. Notices shall be deemed as duly received on the date of service, if served personally on the Party to whom notice is to be given. Notices shall also be deemed as duly received five (5) days from the date said notice is emailed or mailed to the Party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as stated below.

If to the Nature Conservancy:

The Nature Conservancy
Attn: Elizabeth Kitchens
559 E. South Temple
Salt Lake City, UT 84102
ekitchens@TNC.ORG

If to Hurricane City:

City of Hurricane
Attn: City Manager
147 North 870 West
Hurricane, UT 84737
kaden@hurricane.utah.gov

If to Washington County Water Conservancy District:

Attn: General Manager
Washington County Water Conservancy District
533 East Waterworks Drive
St. George, UT 84770
zach@wcwcd.org

9. Conflict Resolution. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah. Any dispute or claim relating to this Agreement will first be submitted to the other Parties that are involved in the dispute or claim (“**Involved Parties**”) in reasonably detailed written form with any supporting documentation. If the Involved Parties do not satisfactorily resolve the dispute or claim, it will be submitted to non-binding mediation, with a qualified mediator selected by the Involved Parties, with each Involved Party sharing the cost of that non-binding mediation. If the Involved Parties cannot agree on a mediator, one may be appointed by a court of competent jurisdiction. After and only if these processes are first followed and the dispute or claim remains unresolved, an Involved Party may bring an action in the Fifth Judicial District Court of the State of Utah In and For Washington

County. Under no circumstances shall any Involved Party be liable for any consequential damages. Each Involved Party shall be responsible for their own costs and attorney's fees.

10. Binding Effect. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and approved assigns.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or oral or written agreements between the Parties respecting the within subject matter. This Agreement shall not be modified or amended except by the express written agreement of the parties.

12. No Third-Party Beneficiaries. This Agreement is exclusively for the benefit of and governs only the Parties hereto. The only Parties entitled to enforce the terms of this Agreement are listed herein as the Parties. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

13. No Waiver. Forbearance in enforcing any right or remedy under this Agreement shall not be deemed a waiver nor shall it be the basis for an inference that any party hereto has waived any provision hereof or that a party has waived any right hereunder.

14. Warranty of Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that they have been duly authorized by such entity to execute this Agreement on behalf of and for such entity.

15. Counterparts. This Agreement may be executed in any number of counterparts, but all such counterparts shall be deemed but one original Agreement for all intents and purposes.

16. 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.

17. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

18. Interpretation. In this Agreement, unless the context otherwise requires:

a. The captions and paragraph headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.

b. Unless otherwise indicated by the context, use of the singular, plural, or a gender shall include the other, and the use of the words "include" and "including" shall be construed to mean "without limitation" or "but not be limited to."

c. The word "may" is permissive;

- d. The words “shall not” are prohibitive;
- e. The words “will” and “shall” are mandatory or required; and
- f. The present tense includes the future tense, unless otherwise specified.

19.

20. Legal Review. The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such Agreement is to be construed against its drafter shall not apply to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused tis Agreement to be executed the day and year above written.

HURRICANE CITY

THE NATURE CONSERVANCY

By: Nanette Billings
Its: Mayor

By:
Its:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

By: Zachary Renstrom
Its: Manager



STAFF COMMENTS

Consideration and possible approval of **relocating the bleachers** from the old rodeo grounds to the new equestrian park

Discussion:

David Hirschi spoke with Scott Hughes about moving the bleachers at the old rodeo grounds to the new equestrian arena. He said that the parks crew could disassemble them in about 3.5 hours then the power crew could move them in 1-2 hours and then the parks crew could reassemble them in 3.5 hours with an estimated cost of \$1500-\$2000. It can hold between 160-200 people. At \$5 per person that equals \$1000 per event. The Rodeo is 2-3 nights at Peach Days. It pays for itself.

My vote would be to move it to the new arena - David Hirschi.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of a **memorandum of understanding (MOU) with Liberty Village**. -Mayor Billings

Discussion:

Liberty Village Utah is a non-profit corporation. Liberty Village is requesting that the City authorize Liberty Village to use the City's logo on Liberty Village's website and promotional materials. The original draft MOU proposed by Liberty Village has been modified substantially by the City Attorney. The modified draft authorizes the City to direct the removal of its logo from any website or materials within 12 hours and allows either party to terminate the MOU with four days prior written notice. In an attempt to reduce the legal exposure that accompanies allowing another entity to utilize the City's logo, the City Attorney added paragraphs 5, 6, and 7 to the MOU. -Dayton Hall

Findings:

Recommendation:

Attachments:

1. 240716 HURRICANE CITY MOU Partnership - Logo

LIBERTY★VILLAGE

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") formalizes an alliance between LIBERTY VILLAGE UTAH, a Utah non-profit corporation ("Non-Profit") and HURRICANE CITY ("City"). The objectives of this alliance are as follows:

1. **Logo Usage:** Both parties agree that the City's logo can be used on the Non-Profit's website and promotional materials. This agreement is intended to enhance visibility and credibility for the Non-Profit while promoting unity and a shared purpose with the City. The Non-Profit will use the City's logo in accordance with City's branding guidelines. The City may direct that its logo be removed from any website or materials, and the Non-Profit shall remove the City's Logo within 12 hours of the City's direction.
2. **Collaborative Activities:** In addition to logo usage, both parties may also seek to leverage their respective resources, expertise, and networks to maximize impact and achieve positive outcomes through activities to be defined and mutually agreed upon.
3. **Duration:** This MOU shall commence on JULY 18, 2024, and remain in effect until DECEMBER 31, 2025, unless terminated earlier.
4. **Termination:** Either party may terminate this MOU with 4 days prior written notice to the other party. In the event of termination, both parties shall fulfill any outstanding obligations incurred during the term of this MOU.
5. **No Joint Venture:** Nothing contained in this MOU (i) shall constitute the Non-Profit and the City as members of any partnership, joint venture, association, syndicate, unincorporated business or other entity, (ii) shall be construed to impose any liability as such on any of them, or (iii) shall be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of the other.
6. **Indemnification:** The Non-Profit hereby indemnifies and agrees to defend and hold harmless City, and its officers, officials, employees, agents, and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature (collectively, the "Claims", which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in connection with this MOU, including the defense of any Indemnified Person's actions and/or inactions in connection with this MOU. Without limitation, the foregoing indemnities shall apply to each indemnified person with respect to any Claims that in whole or in part are caused by or arise out of the negligence of such and/or any other

Indemnified Person, except to the limited extent the Claims against an Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. If Non-Profit or any third party ever alleges such gross negligence or willful misconduct by any Indemnified Person, the indemnification provided for in this section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement, until such time as (a) a court of competent jurisdiction enters a final judgment as to the extent and effect of the alleged gross negligence or willful misconduct, or (b) City has expressly agreed in writing with Non-Profit that such Claim is proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this MOU and shall extend and continue to benefit each individual and entity that is or has at any time been an Indemnified Person hereunder.

7. **Immunity:** City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment, including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this MOU are expressly limited to the amounts identified in the Act.

This MOU signifies the mutual understanding and agreement between Non-Profit and City. Both parties acknowledge their acceptance and commitment to the terms outlined herein.

LIBERTY VILLAGE UTAH

HURRICANE CITY

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STAFF COMMENTS

Resolution 2024-33: A General Plan Amendment to update the **Moderate Income Housing Plan**

Discussion:

Utah State Law requires that cities and counties with more than 5,000 residents pass and implement a Moderate Income Housing Plan to address the current and future needs for moderate income housing in the area. Cities that pick above and beyond that number of strategies get priority funding from UDOT and other state agencies. Hurricane City picked eight strategies, five above the required three, which qualifies for priority funding. Selecting additional strategies allows the City to be flexible in how they show progress to the state in the required annual reporting. State law requires that we show progress on the minimum number of strategies every year to maintain funding status and avoid fines and other penalties from the state.

The purpose of these changes is to comply with new state requirements regarding state code being quoted verbatim in the strategies section, as well as update the implementation schedule to reflect when certain projects are projected to be completed and reflect the progress we have made on these strategies in the past couple years. These changes are intended to be more administrative in nature and not change any existing city policies.

The Planning Commission voted to recommend approval of the amendments to the Moderate Income Housing Plan with five voting to approve, one voting no and one abstaining. The two votes not to approve were due to concerns, not with the proposed amendments exactly, but with the perceived intrusion of state mandates into the City's housing policies. Overall the Planning Commission acknowledged that this change is primarily to keep the City in compliance with state housing laws and appreciated staff's work on the plan.

Report prepared by Fred Resch III, City Planner

Findings:

Recommendation:

Attachments:

1. Moderate Income Housing Summary CC staff report
2. Moderate Income Housing Plan Draft 7.8.2024
3. Resolution 2024-33 Moderate Income Housing Plan Amendments



STAFF COMMENTS

Agenda Date:	07/18/2024
Application Number:	
Type of Application:	City Master Plan
Action Type:	Legislative
Applicant:	Hurricane City Planning
Agent:	
Request:	Review an updated Moderate Income Housing Plan
Recommendation:	Approve the amendment to the Moderate Income Housing Plan
Report Prepared by:	Fred Resch III

Update for City Council 7/18/2024

The Planning Commission voted to recommend approval of the amendments to the Moderate Income Housing Plan with five voting to approve, one voting no and one abstaining. The two votes not to approve were due to concerns, not with the proposed amendments exactly, but with the perceived intrusion of state mandates into the City's housing policies. Overall the Planning Commission acknowledged that this change is primarily to keep the City in compliance with state housing laws and appreciated staff's work on the plan.

Discussion:

Attached is an amended copy of the Moderate Income Housing Plan. Utah State Law requires that cities and counties with more than 5,000 residents pass and implement a Moderate Income Housing Plan to address the current and future needs for moderate income housing in the area. Cities that pick above and beyond that number of strategies get priority funding from UDOT and other state agencies. Hurricane City picked eight strategies, five above the required three, which qualifies for priority funding. Selecting additional strategies allows the City to be flexible in how they show progress to the state in the required annual reporting. State law requires that we show progress on the minimum number of strategies every year to maintain funding status and avoid fines and other penalties from the state.

The purpose of these changes is to comply with new state requirements regarding state code being quoted verbatim in the strategies section, as well as update the implementation schedule to reflect when certain projects are projected to be completed and reflect the progress we have made on these strategies in the past couple years. These changes are intended to be more administrative in nature and not change any existing city policies.

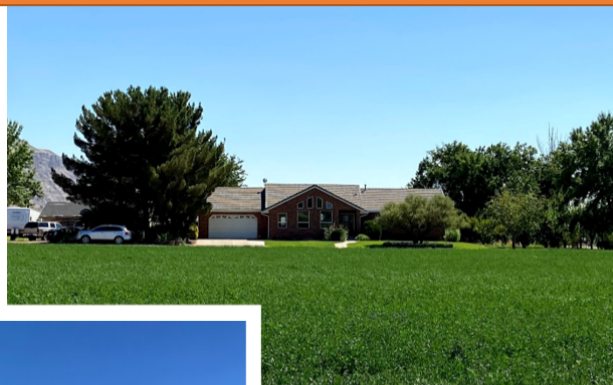
Recommendation:

07/11/2024

The Planning Commission should consider the proposed amendments to the plan and any public comments received at the public hearing. Staff recommends that the Planning Commission send a recommendation of approval to the City Council.



Moderate Income Housing Plan



Acknowledge

Hurricane City wants to acknowledge the following for their help and contribution to the creation of this plan.

Mayor

Nanette Billings

City Council

Dave Sanders

Joseph Prete

David Hirschi

Kevin Thomas

Doug Heideman

Planning Commission

Paul Farthing

Shelley Goodfellow

Mark Sampson-Chair

Brad Winder

Rebecca Broneman

Michelle Cloud

Ralph Ballard

Kelby Iverson

Steering Committee

Kevin Thomas

Michelle Cloud

Penny James-Garcia

Matt Loo

Rosie Sevier

Brent Moser

Karl Rasmussen

Kayo Skandunas

City Council

Planning Commission

Local Resident

American Land Consulting

Neighborhood Works/ Hurricane Chamber of Commerce

Resident and Local Developer

Resident and Pro Value Engineering

Habitat for Humanity

Hurricane City Staff

Kaden DeMille

Stephen Nelson, AICP

Fred Resch

Brienna Spencer

City Manager

Planning Director

Asst. Planner

Planning Technician



PLANNING & ZONING
HURRICANE CITY
UTAH

DRAFT

Introduction and

Vision

Hurricane City is a rural but growing community located in Washington County, Utah. The City is uniquely placed near Zion National Park, Red Rock Reserve, has two state park reservoirs within its boundary (Sand Hollow State Park and Quail Creek State Park), sand dunes to the south, and world famous mountain biking and hiking. The population at the time of writing this document is around 22,680, and the average growth rate has been around 7% each year for the last five years. About 60%-70% of the property within Hurricane is still available for development. Hurricane City anticipates that growth will continue over the next several decades.

The high housing demand has created housing shortages within the City over the last several years, with a near-record low number of units available on the market at any given time. Home and rental prices have continued to rise over the past several years, pricing people out of the market. Hurricane City has taken steps in the last few years to increase housing options within the City by approving developments that contain a wider variety of housing types, allowing accessory dwelling units in all single-family zone, economic expansion within the City, and partnership with developers and non-profits to building more affordable units.

This plan's goal is to build upon existing strategies and create further policies to help guide the City to allow housing options for everyone to find adequate and affordable housing within the City.

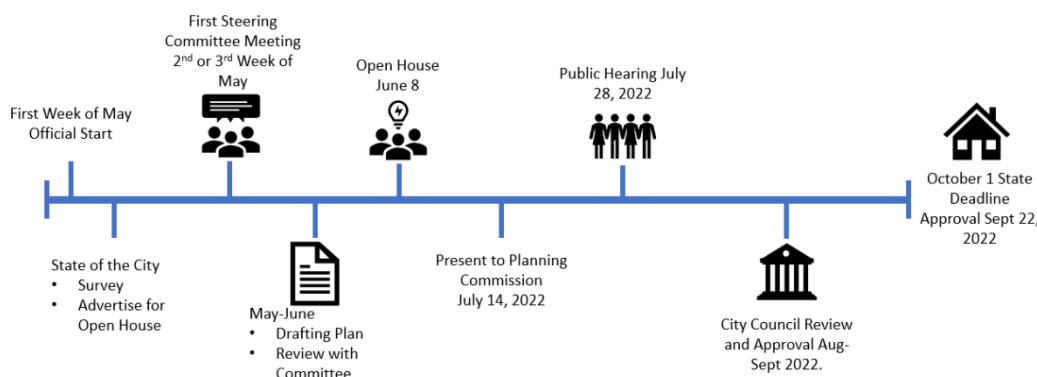
Process of Creating the Plan

Hurricane City has endeavored to create an open process to create this plan while receiving input from the public. The City relied on citizens and stakeholders by creating a steering committee of business

owners, developers, and residents; holding public surveys and an open house; the plan was reviewed and edited by the Planning Commission; and final approval by the City Council.

Hurricane City's General Plan

Timeline for Moderate Income Housing Plan



In March of 2021, Hurricane City adopted a new General Plan. Chapter 4 within that plan focused on Housing and Transportation. The General Plan has the following housing vision:

OUR HOUSING VISION

In 2030, Hurricane is a city that addresses their diverse housing needs with a wide range of housing options. A balance of stable single-family neighborhoods filled with full-time residents, retirement communities, affordable, well-designed multi-family developments, and residential agriculture provides options for families and individuals at all stages of life and allows residents to age-in-place.

THIS MEANS:

- » *Allowing a mix of housing options such as accessory dwelling units to meet housing affordability needs*
- » *Providing high-quality senior housing options and smaller lots with less maintenance to allow residents to age-in-place*
- » *Preserving and investing in already established neighborhoods*
- » *Creating design standards for high-density housing*
- » *Managing short-term/vacation rentals to mitigate the potential impact on the surrounding neighborhoods*

(General Plan, 2021, p. 39)

The General Plan lists strategies and policies to help achieve this vision. These strategies and policies will be referenced but not listed within this document. This plan will not seek to rewrite these sections of the General Plan but build upon them into detailed plans to achieve the vision within it.

State Law Requirements

Utah State Legislature updated requirements for qualifying cities for moderate income housing plans in the spring of 2022 with House Bill 462 and requires each municipality to comply with the new standard by October 1, 2022. These new requirements make the 2019 Moderate Income Housing Plan obsolete and in a need of an update. The law requires Hurricane City to adopt three strategies from a menu of options within state law. This plan meets the new requirements within state law by adopting seven of the menu options and incorporating strategies and an implementation plan to achieve those strategies.

Other Factors

While the City cannot control the housing market, it can take steps to help ensure housing options continue to be available for all residents of all income ranges and ages. These include locating appropriate land use designations for multi-family housing, manufactured home communities, and townhome developments. Ensuring these land use designations are located in areas convenient to shopping, transportation, and jobs will help families keep transportation costs lower. The City considered these factors as it updated the 2020 General Plan, which is reflected in this Plan.

Outline

This plan shall address the following items.

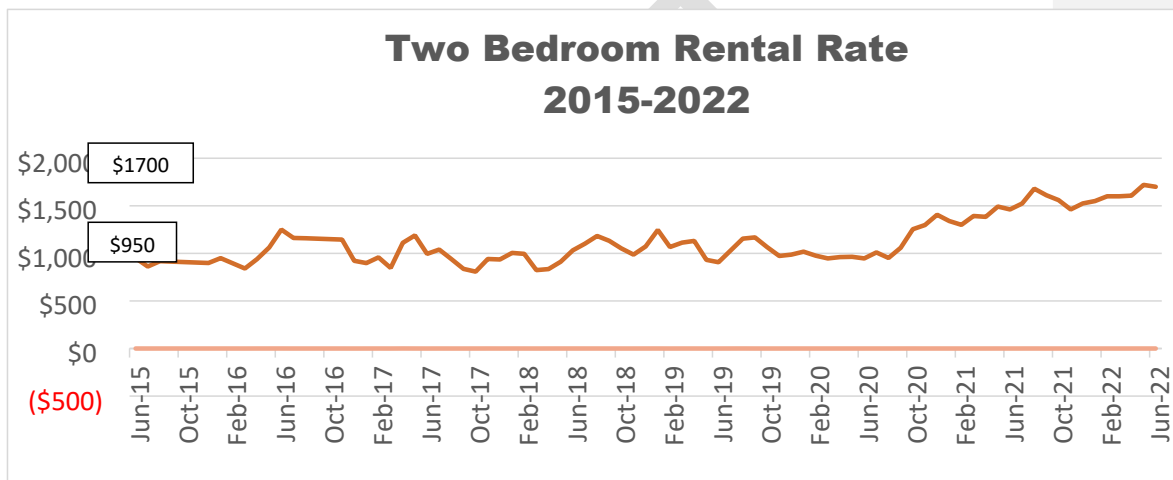
- Assessment of the current housing in Hurricane City
- Review of Public Input
- Current Policies
- Strategies and Policy
- Implementation
- Conclusion

Assessment

One of the first steps to creating a housing plan is to assess the current housing market within the City. This section will review home and rental prices, existing affordable housing stock, growth within Hurricane, short term rentals, and anticipated housing needs.

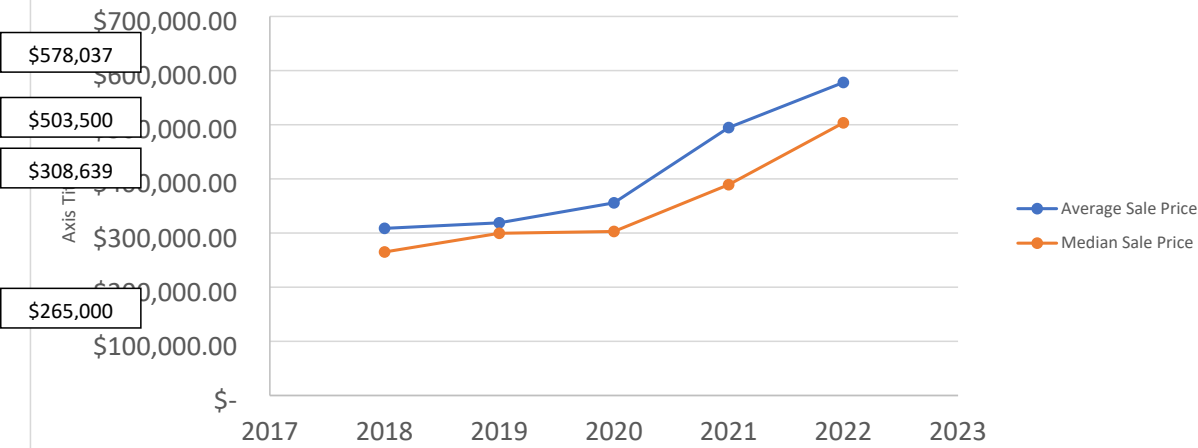
Home and Rental Prices

Hurricane City has seen a dramatic increase in housing costs over the last several years. Home prices have risen across the board for every type of housing option. The two following graphs show the rise in rental rates for two bedroom apartments in Washington County, and the home prices within Hurricane City. As the data shows, the average monthly rental rate in 2015 was \$950, while today the average rental rate is around \$1,700. The Home Prices in Hurricane graph represents the actual average and median home sale prices from January 2018-January 2022. The graph shows that home prices have risen 87% since 2018. These dramatic increases have outpaced the rise of income over the same period.



Source: <https://www.zumper.com/rent-research/washington-ut>

Home Prices in Hurricane



Existing Housing Stock and Developments

Hurricane City has been working on increasing the housing type within the City. The following table shows the estimated numbers for the different housing stock within the City. 2018 serves as the base year with census data, the remaining has been provided by building permits issued by the City.

Year	Homes	Percentage	Twin Homes	Percentage2	Apartments	Percentage3	Manufactured Home	Percentage4	Total
2022	5611	75%	908	12%	318	4%	634	8%	7471
2021	5541	76%	855	12%	303	4%	634	9%	7333
2020	5049	75%	723	11%	288	4%	634	9%	6694
2019	4637	76%	563	9%	288	5%	634	10%	6122
2018	4324	75%	519	9%	288	5%	634	11%	5765

Hurricane City has several existing affordable Projects within Hurricane. Some of these are through federal programs, and some include historic housing developments within the City.

Project Name	Location	Number of Units	Low-Income Units	Zoning
Hurricane Apts	165 N 200 W	24	24	RM-2
Knollwood Townhomes	6220 W 140 N	28	28	RM-2
Hurricane Hills I	2002 W 200 S	50	50	RM-2 PDO
Renee Ann	6325 W 25 N	23	23	RM-2
Hurricane Hills II	2002 W 200 S	28	28	RM-2 PDO
Crown at Stoney Point	580 N 230 W	8	8	R1-6
Stone Ridge Townhomes	380 and 384 S 6250 W	40	40	RM-3 PDO
Stone Ridge Townhomes II	368 & 380 S 6200 W	68	68	RM-3 PDO

(This table shows the number of units that have been approved and built as Low Income Housing Tax Credit (LIHTC) Developments)



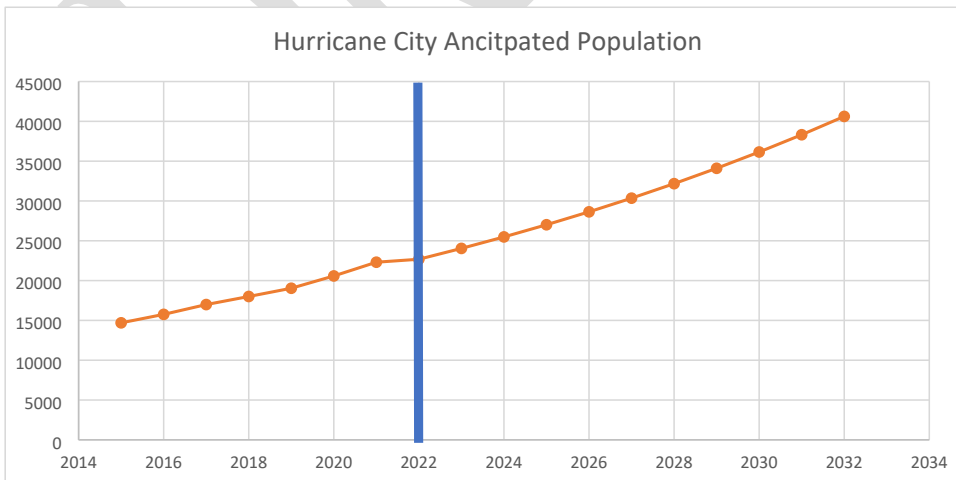
The City has also approved a new FHA Condo Home Project containing 200 Units located on Old Hwy 91 and Foothills Canon Dr. The City has recently had several homes built by Self Help Homes. This nonprofit housing organization allows future owners within a development to help build their and their neighbor's homes to lower the price of the home's construction. In addition, housing stock in the historic downtown area has remained some of the most affordable units within the City.

The City has also taken steps over the last few years to increase the housing diversity within the City. Some of these steps have included approving apartment complexes, mixed use and master plan developments with multiple housing options, and expanding multi-family developments. This can most clearly be seen in the following table showing the building permits' type and number. The City has also continued to allow for both attached and detached ADUs, helping both property owners and potential renters.

Number of Building Permits Issued

Year	Homes	Twin Homes/Townhome s	Condo's	Commercial	Total
2022 (Jan- May)	70	53	15	11	149
2021	492	132	15	40	679
2020	412	160		35	607
2019	313	44		25	382
2018	313	37		15	365
2017	349	25	51	10	435
2016	364	2			366
2015	296	6	18	1	321

Growth within Hurricane City



(This table represents a population estimate of Hurricane City based on the number of building permits issued each year with an average of 2.7 people for each household and closely correlates with census estimates)

Hurricane City has experienced a high growth rate over the last few years, with a record number of building permits issued. The number of building permits in 2020 and 2021 has dramatically risen. The City has also seen a rise in different housing types with an increase in townhomes and the completion of the first large apartment complex in 2021 and a second large complex that began construction in 2021. The current housing demand has put pressure on the housing market and is one factor in the rise of housing costs.

Short Term Rentals

Number of Licenses June 2022	
Short Term Business Licenses	400
Total	
Breakdown	
Residential Hosting	108
Commercial	10
Resorts	214
Number in Single Family	66 (2 pending)
Applicants on Waiting List	76

Hurricane City allows for property to be rented out as vacation or short term rentals in three ways:

- As part of a resort development or in commercial areas
- In Single Family Neighborhoods: limit to three licenses for every 1000 residents
- Residential Hosting: A homeowner can rent out a section of their home or ADU

for guests.

The table shows the number of issued licenses for each type of allowed short term rental unit and the number of homes currently on the waiting list for single family licenses.

The City has approved 5,214 resort units, most of which have not been built. In 2021 and 2022, the City took proactive steps to limit the further expansion of resort units.

- The City updated its Recreation Resort Zoning to provide enhanced guidelines for future zone change requests and updated the standards of the ordinance to mitigate impacts from resort developments.
- The City updated its code enforcement policy from a criminal citation to an administrative citation to allow for better enforcement for short term rentals operating in violation of the Hurricane City code.

The table below shows the vacancy rate for housing units within Hurricane City. As the table shows, the number of for rent and for sale vacancies have remained the same or even have gone down, which is anticipated in a competitive market. However, seasonal, recreational, or occasional use numbers have continued to rise within the City.

	2010	2015	2020
Total Housing Units (occupied + vacant)	5129	5711	7131

Total Occupied	4538	4766	6142
Owner-occupied	3573	3193	4442
Renter-occupied	965	1573	1700
Total Vacant	591	945	989
For rent	50	49	46
For sale	84	36	24
Rented or sold, awaiting occupancy	0	164	0
For seasonal, recreational, or occasional use	308	502	705
Other vacant	149	194	214
Vacancy Rate	11.52%	16.55%	13.87%

Source: ACS 5-year Estimates - 2010, 2015, 2020

B25004: Vacancy Status

B25118: Tenure by Household Income in the Past 12 Months (in 2020 Inflation-Adjusted Dollars)



Anticipated Housing Needs

With the growth in Hurricane, rising prices, and the limited number of homes and rentals on the market, Hurricane is facing a housing crisis. Many individuals and families struggle with finding adequate and affordable housing. The data below shows estimated housing deficits for Hurricane's Median Income, and then the following sections show Cost Burden Household based off Washington County Area Median Income (AMI).

Housing is considered affordable when no more than 30% of a household's income is spent on housing and utilities. Affordable Housing is housing that those making 30%, 50%, and 80% of the area's median income can afford a housing unit without spending more than 30% of their income.

Two types of Affordable Housing

Market Provided (Naturally Occurring) Units: These units are available on the open market and are affordable.

Dedicated Affordable Units: These units have some deed or government restrictions to maintain affordability.

Washington County Area Median Income

2022	Median Family Income	Median Income Percentage	Person in Family	
			3	4
St George UT Area	\$83,900.00	30%	\$23,030	\$27,750
		50%	\$37,350	\$41,450
		80%	\$59,700	\$66,300

(This Table was provided by HUD:

<https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>)

Affordability Housing Cost for Spending No More Than 30% of Monthly Income

Median Income Percentage	Affordable Monthly Payments for Household	
	3 Person	4 Person
30%	\$ 575.8	\$ 693.8
50%	\$ 933.8	\$ 1,036.3
80%	\$ 1,492.5	\$ 1,657.5

Affordable Housing Gap

2020 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units Gap	Available Units Gap
80% AMI	875	1465	805	590	-70
50% AMI	615	500	270	-115	-345
30% AMI	405	205	70	-200	-335

2021 General Plan

As the tables above show, there is currently housing deficits for all ranges of housing. The following table shows the anticipated need of additional units from 2020 if no new units are added.

Year	30% Additional Housing Units Needed	50% Additional Housing Units Needed	80% Additional Housing Units Needed
2020	70	345	335
2021	74	362	352
2022	77	380	369

2023	81	399	388
2024	85	419	407
2025	89	440	428
2026	94	462	449

The following information shows the number households that are Cost Burden within the City and are currently pay more than 30% of their monthly income on housing. This data illustrates that even though many household have found housing within the City, they are still burdened by the high cost of rents and mortgages.

Cost Burden Households

Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	350	295	535
Household Income >30% to <=50% HAMFI	165	90	520
Household Income >50% to <=80% HAMFI	575	75	1,230
Household Income >80% to <=100% HAMFI	154	4	595
Household Income >100% HAMFI	110	25	2,885
Total	1,354	499	5,765

Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	235	220	315
Household Income >30% to <=50% HAMFI	70	15	220
Household Income >50% to <=80% HAMFI	240	35	415
Household Income >80% to <=100% HAMFI	10	0	140
Household Income >100% HAMFI	0	0	620
Total	555	270	1,710

Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	115	75	220
Household Income >30% to <=50% HAMFI	100	80	300
Household Income >50% to <=80% HAMFI	340	45	815
Household Income >80% to <=100% HAMFI	149	4	455
Household Income >100% HAMFI	110	25	2,265

Total	814	229	4,055
--------------	------------	------------	--------------

*Cost burden is the ratio of housing costs to household income. For renters- housing cost is gross rent (contract rent plus utilities)

*For owners- housing cost is "select monthly owner costs" which includes mortgage payment; utilities; association fees; insurance; and real estate taxes.

(These tables were provided for CHAS DATA from the 2014-2018 Period:
<https://www.huduser.gov/portal/datasets/cp.html#2006-2017>)

From the data provided above, it is clear that we Hurricane residents are facing increased housing cost, which is requiring many to spend more than 30% of their income to afford a place to live. From public input, many residents reported making difficult housing choices to find places to live, including spending more than they can afford, living with family and friends, and postponing buying a home.

Public Input

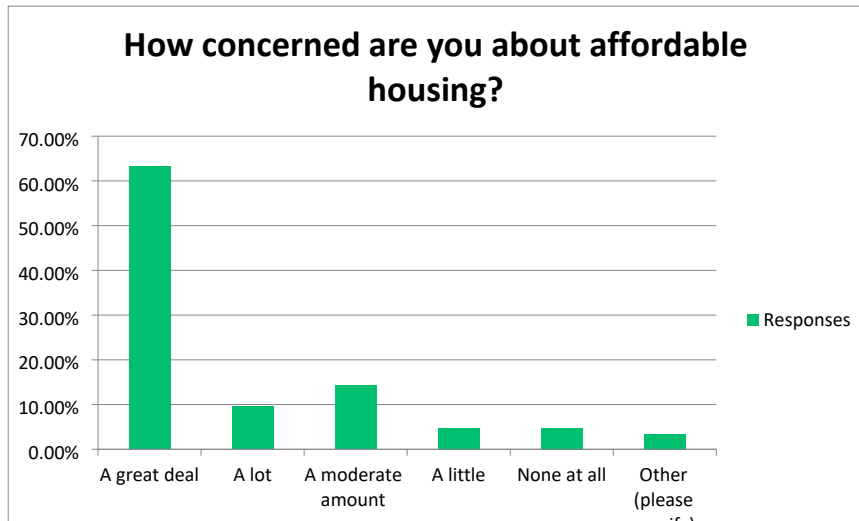
The City sought public input in a couple of ways during the process of creating this plan. The main ways were

- A steering committee made up of residents, business owners, housing nonprofit organizations, developers, elected and appointed representatives, and city staff
- An online survey
- A public open house
- A table and survey distribution at the Mayor's State of the City
- A public hearing with the Planning Commission

The following are a summary of the feedback.

Online Survey

The City obtained 148 online survey responses (full results are in Appendix A). A vast majority of those who participated in the survey had some concern about housing costs within Hurricane City, with 63% indicating the highest level of concern listed within the survey.



The City obtained 148 online survey responses (full results are in Appendix A). A vast majority of those who participated in the survey had some concern about housing costs within Hurricane City, with 63% indicating the highest level of concern listed within the survey.

In addition, about 67% of respondents indicated that they felt that there was inadequate affordable or accessible housing in their area. The following are some of the responses to the question "Do you feel that there is adequate affordable/handicapped accessible housing in your area?"

No I have been searching for a place of my own but everything is out of my budget. I work for Zion but may need to move to st george to find any home for under \$1600 a month

A lot people including myself can't afford to pay the 2k a month rent as most are either newlyweds or college students who don't make enough

Most of them are on a fixed income houses are to much to buy and housing wait list is too long not enough places for them to rent without a long wait list

When presented with a list of policies that the City could implement, the following four options were the most popular:

- ☐ Work to preserve existing and new affordable housing
- ☐ Continue to allow accessory dwelling units (apartments on a single family lot, like a casita, basement apartment, mother-in-law suite, etc) to be allowed in single family zone.
- ☐ Work with nonprofit housing organizations for the construction of new affordable housing
- ☐ Provide incentives to developers to provide housing units ensured to remain affordable

The least popular options presented were:

- ❑ Lower parking requirements for higher density housing
- ❑ Rezone for higher density or affordable housing development in mixed use areas (areas with commercial and residential)

When asked, "What is your biggest concern about housing within Hurricane City?", there were some main themes from the public. One of the main concerns mentioned was short term rentals and seasonal occupied housing. Another concern was the need to provide commercial development near new housing projects. One of the comments that helps summarize these points:

There is a housing boom right now that is putting a huge demand on new houses but the people buying them are not living in them. They are closing and putting them for rent at outrageous prices. I fear the housing growth has been outpacing the growth of everything else. Soon this town will just be spots of housing developments with nothing but desert in between. Hurricane needs to prioritize building commercial areas to serve all the housing. At this rate even if affordable housing is created and managed, it will be in a good desert and be an unrealistic situation for someone in need. I expect better community planning to ensure that once homes are built they are filled with people that are going to stay, not rent out their homes to tourists

Open House

The City held a public open house on June 8th, 2022. At the open house, members of the public had the opportunity to come and leave public feedback and discuss housing needs with City Councilmembers, Planning Commissioners, and City Staff. Habitat for Humanity also participated, set up a table, and provided information about their mission and housing needs in the area. The City created posters with information and allowed residents to write ideas down and place stickers on policies they would likely support (these results are in Appendix A). Some of the policies at the open house that were most supported were:

- ❑ Work with nonprofit housing organizations for the construction of new affordable units
- ❑ Continue to allow accessory dwelling units to be allowed in single family zones

While there was one less popular option:

- ❑ Construct and manage City/Nonprofit owned affordable housing projects

Other options presented received similar support.

On open ended questions, there were many concerns about the affordability of housing within Hurricane. Many residents were concerned about the number of short term rentals within the City. Support was voiced for allowing a mixture of housing types in many neighborhoods.

Strategies and Policies

Housing affordability is a problem Hurricane City residents are currently facing, with no single clear solution to resolve either short-term or long-term housing issues. As such, Hurricane City will take a multifaceted approach by adopting several strategies with underlying policies to address housing considerations.

These policies were selected by the steering committee after reviewing options within state law and reviewing feedback from the public.

Policies

Accessory Dwelling Units (ADUs)

1. *Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;*

and

2. *Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section [10-9a-530](#);*

Policies Recommendations

- The City currently allows ADUs within all single family zone. Both for attached and detached. These units may be used for short term or long term rentals.
- The City currently allows for lots that are .8 acres or larger to have two ADUs on the property and only one can be a short-term rental. The City should look at policies that allow for lowering the lot size standard for this policy.
- The City in May of 2022 now allows the property owner to live in the ADU or Primary unit if the other unit is for long term rentals.
- The City currently does not charge impact fees for the construction of ADUs unless there is an upsize in the utility meter. This plan recommends that the City not adopt impact fees for any ADUs used for long-term rentals.
- Provide other incentives for long term rentals in ADUs.
- Annually assess the regulations and success with regards to ADU regulation and make changes as necessary.

Development Incentives



3. Implement zoning incentives for moderate income units in new developments

Policy Recommendations

- Evaluate an inclusionary zoning incentive for new developments to build affordable housing for those making 80%, 50%, and 30% of Washington County AMI.
 - Add density bonus for Planned Development Overlay for affordable units. These incentives could include deed-restricted units or units that nonprofit housing organizations will construct.
 - Create incentives for developers to pay fees into a housing fund that could help support the creation or construction of affordable units.
 - Evaluate density bonus incentive for affordable housing within the Planned Commercial Mix Use Zone.
 - Look at allowing land transfers for density bonuses or using Transfer of Development Rights to create more affordable developments in exchange for keeping other property open.

4. Reduce, waive, or eliminate impact fees related to moderate-income housing;

Policy Recommendations

- Do a full review of impact fees for the City and associated districts that charge impact fees within the City.
- Do a financial analysis to study the effects of varying levels of impact fee waivers or reductions.
- Review a variety of options for reduction, waiving, or eliminating impact fees for affordable units.
- Review a policy for deferred impact fees with the possibility of waiving the impact fees after meeting specific terms specified in an agreement.
- As Impact fees are updated, include affordable housing elements with reduced impact fees for qualified, affordable housing units. This can happen as the City updates its impact fee schedule. The City is scheduled to review and update water, parks, and transportation impact fees by July 2023.
- Review and apply for state grants to help compensate for any revenue loss.

Mixed Use Development

5. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones;

Policy Recommendations

- Create a Downtown Master Plan and review housing policy within the downtown. Consider eliminating or reducing single-family zoning for infill development and creating mixed-use standards within the downtown. The Downtown Master Plan is scheduled to begin in August 2022 and is anticipated to take six to eight months.

- Look at areas where “Missing Middle Housing” and mixed-use zones can be implemented within existing and future residential and commercial developments. Areas for review include new development along SR-7, Sand Hollow Road Commercial Areas, and around 3400 W on the north side of SR-9.
- Review the Planned Commercial Zoning density bonus factors.

Land Trust Programs

6. Demonstrate creation of, or participation in, a community land trust program for moderate income housing;

Policy Recommendations

- Review City owned property that may be developed for affordable housing, including the recently purchased 15 acres adjacent to City Hall.
- Coordinate with Southwest Utah Land Trust for possible expansion into Hurricane.
- Look at using the Olene Walker Fund and other nonprofit/government resources to construct affordable housing.
- The Utah Housing Coalition.

Preservation of Existing and New Moderate-Income Housing

7. Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund~~Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund;~~ (From the public)

Policy Recommendations

- Hurricane City should create a Good Landlord program within the City and provide incentives for landlords to participate.
- Look at providing incentives for low-income households for the maintenance of their property.
- Look into state and federal programs that may provide grant opportunities.
- Review historic housing areas and ensure their continued use is allowed within the underlying zone.
- Look at implementing grant programs to help maintain the facades of historic buildings and housing within Hurricane City.

Alternate Options

8. ~~8-Implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.~~Any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income

- a. ~~(A-1)~~Limit Short Term Rentals except in Recreation Resort or Approved Planned Development Overlays.
- ☐ Look into local ownership limitations.
 - ☐ Limit expansion of ~~short term rentals~~whole home vacation rentals to the current total number of licenses with no increases.
 - ☐ ~~Continue to evaluate resort standards to limit the growth of resorts within the City~~Limit the expansion of recreation resort communities within the City except in special circumstances.
- b. ~~(A-2)~~Work with nonprofit housing organizations to construct new affordable units.

Commented [1]: There's an a. (A-1) above. Should this be b. (A-2)?



(January 21, 2022. Ribbon cutting for a home construct through Habitat for Humanity in Hurricane City)

- ☐ Provide incentives for developers to partner with non-profit housing organizations to provide lots for construction.

- ☐ Partner with nonprofits to help develop City owned property for affordable housing options.
- ☐ Waive or defer impact fees for homes built by nonprofits building guaranteed affordable units.
- ☐ Partner with non-profits for public awareness campaigns.

c. ~~(A-3)~~ Reduce barriers for owner builder.

- ☐ Review barriers that prevent owner builders from building.
- ☐ Reduces requirements that do not conflict with building code or state code.

Implementation Schedule

Time Frame	Item	Steps	Strategy
Ongoing	ADU Regulation	Annually assess ways to encourage long term rentals in accessory dwelling units. Keep attached and detached ADUs as permitted uses within single-family zones. Track new ADU construction and work to create a list of all ADUs.	<u>1 and 2</u>
<u>Ongoing/Annually</u>	<u>"Missing Middle Housing" Mixed Use Development</u>	<u>Approve multifamily dwellings compatible in scale and form to single family homes in walkable neighborhoods as requested by the</u>	<u>5</u>

		<u>development community.</u>	
Summer 2022-Spring of 2023 Adopt Zoning Code and Standards as Downtown Master Plan Recommends	Downtown Master Plan	Update Downtown Master Plan and recommend standards for housing, mixed use development, and create recommendation for design standards. Consider eliminating or reducing single family zoning in downtown area. Follow implantation plan form within the General Plan.	<u>5</u>
<u>Winter of 2023</u>	<u>STR Regulation</u>	<u>Eliminate whole home vacation rentals in single family zones.</u>	<u>8</u>
Summer of 2023	Inclusionary Zoning Policy	Add density bonus for Planned Development Overlay for affordable units. This could include deed-restricted units or units that will be constructed by nonprofit housing organizations. Create incentives for developers to pay fees into a housing fund that could help support the creation or construction of affordable units. Evaluate density bonus incentive for affordable housing within the Planned Commercial Mix Use Zone. Look at allowing land transfers for density bonuses or use Transfer of Development Rights to	<u>3</u>

		create more affordable developments in exchange for keeping other property open. This policy should be reviewed and implemented by the Summer of 2024 ³ .	
Spring of 2023	Good Landlord Program	Create a good landlord program offering discounts on business licenses for landlords that complete course.	<u>7</u>
Fall of 2024 ³	ADU Regulations	Evaluate lowering the current standard of allowing two ADUs on properties above .8 acres down to .5 acres.	<u>1 and 2</u>
Fall of 2023	Grant Programs	Look for state and federal funding to allow for maintaining of affordable housing. Prioritize those who complete Good Landlord Program. City should consider establishing their own program. Edit its first time home buyers program.	<u>6</u>
2024	Waiving Impact Fee	Do an analysis of revenue generated by impact fees and provide estimates of cost to the City by waiving impact fee for affordable units. Create and adopt a policy where affordable units and units constructed by charities are provided an impact fee waiver or discount.	<u>4</u>
<u>2025</u>	<u>Downtown Overlay Zone</u>	<u>Create a downtown overlay zone that</u>	<u>5</u>

		<u>preserves historic housing types and promotes multifamily dwellings at scale with existing development.</u>	
<u>Late Summer 2024 to Early 2025</u>	Community Land Trust Program	Evaluate Hurricane City property and evaluate if any existing property can be used for housing options, including a portion of the 15 acres adjacent to City Hall. Coordinate with existing housing programs and charities for partnership to form the trust.	<u>6</u>
<u>Fall 2024</u>	<u>Short Term Rentals</u>	<u>Evaluate strategies to allow for the conversion of existing short-term rentals into forms of moderate income housing and prevent existing moderate income housing from becoming short-term rentals</u>	<u>8</u>

Conclusion

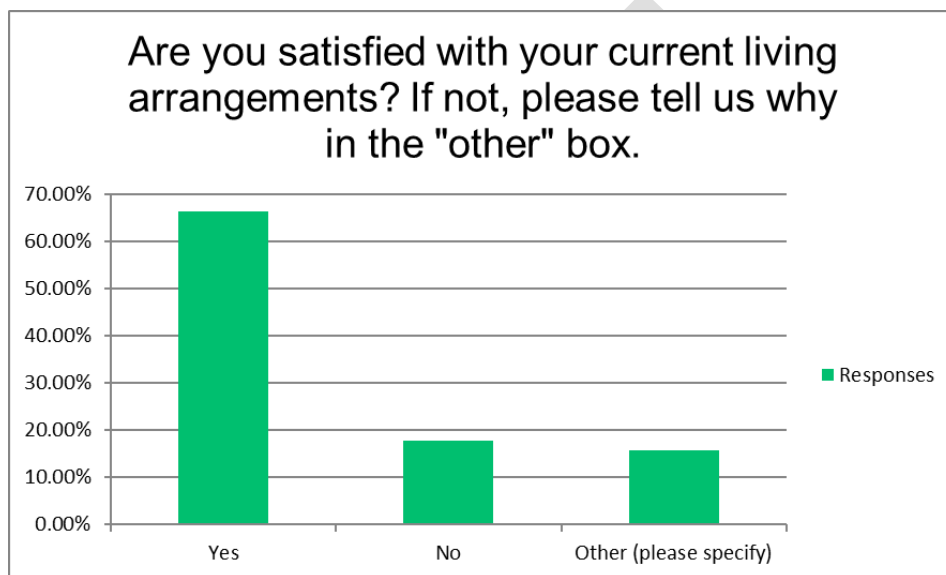
Hurricane City is facing an affordable housing crisis, leading to many families paying more for housing than they would otherwise and excluding many from the current housing market. The City is committed to taking steps to increase housing options within the City and allowing more affordable options as part of new developments. The City is also committed to taking steps to maintain the existing affordable housing stock. The City believes that by implementing the strategies within the General Plan and this plan, it can work toward meeting the housing needs of all its residents.

DRAFT

Appendix A

Public Input

Online Survey Results



Are you satisfied with your current living arrangements? If not, please tell us why in the "other" box.

I would like to live in a house with a yard

Hurricane needs to keep up with the mass amount of people moving here OR stop allowing building of new homes. With all these new people here has the police dept hired more staff because you're going to need it. Cars are getting stolen and broken into around my area off 3700

Rent was raised this past year while nothing was changed in the house. It has all original appliances and carpets from over 20 years ago!

Rent too high

It was very expensive for an older home in an older neighborhood

It's too small but all I can afford

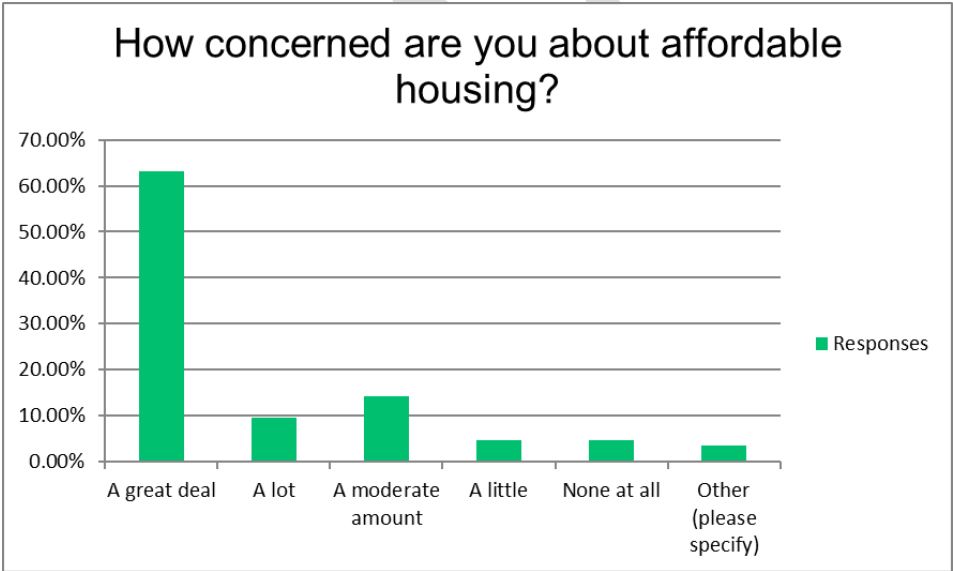
Lack of washer/dryer and sheltered parking.

I want to live in a house but nothing is reasonable

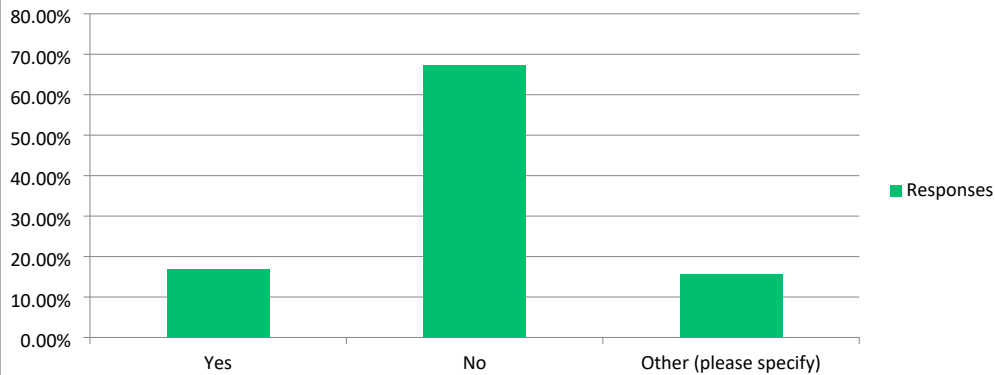
Not enough space.

I want a house with a yard and enough space inside for my children as well

I would love to live in a gated community that has a hoa to keep trashy neighbors out that don't want to take care of a yard
I would like to have more property and to live in a more rural place.
Other than the price for rent, yes I am satisfied.
I live with my mom to make ends meet
I have to rent out a room to afford to eat
dont like shared driveway
Renting until we can afford to buy a house
Poor it lack of, repairs.
Rent is high
I have to live with my parents to be able to afford a place to live.
My lot rent keeps going up so high I can barley make enough to feed my kids
Would rather have house with more parking
I live in my parents casita, it's small but it's affordable. I would love to get a townhouse or duplex, but not when they're \$400k+.



Do you feel that there is adequate affordable/handicapped accessible housing in your area?



Do you feel that there is adequate affordable/handicapped accessible housing in your area?

I dont know

No I have been searching for a place of my own but everything is out of my budget. I work for Zion but may need to move to st george to find any home for under \$1600 a month

The wait lists to get into any housing are outrageous, if there even open.

Not sure

Most of them are on a fixed income houses are to much to buy and housing wait list is to long not enough places for them to rent without a long wait list

A lot people including myself can't afford to pay the 2k a month rent as most are either newlyweds or college students who don't make enough

So what if there isn't we are the city for them.

Not sure what is available

Nothing affordable for families

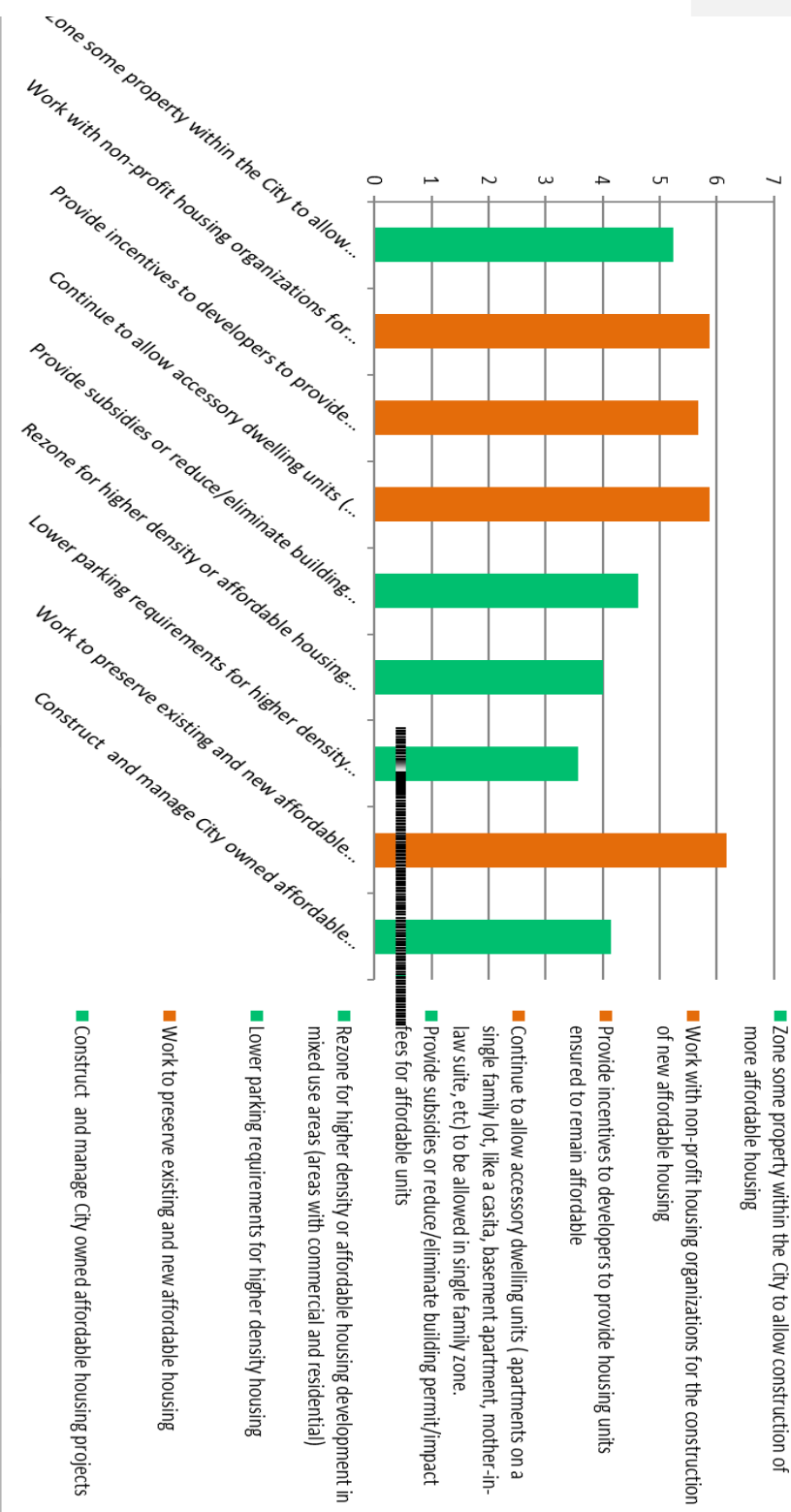
I would guess no, but I have no idea

Not familiar with this

Don't know

They fill up too quickly.

State law requires the City to adopt an Affordable Housing Plan. Within this plan, the City is required to create policies to address affordable housing issues within the City. Please rank the following policies for those you think the City should priorit



What is your biggest concern about housing within Hurricane City?
Open-Ended Response
Too expensive to buy and to rent
Would love to see opportunities for more affordable housing/rentals in the area so younger generations an service related jobs and employees can stay in the area.
The developing of the housing is so fast that the City Engineers do not have the appropriate amount of time or effort into the review of the plans.
Not enough affordable housing
That there will be no way any average family can afford a single family detached home or even a townhouse because of the people buying out houses for investment properties.
Cost is going to high
The allowed growth is outpacing infrastructure. The push for housing with very little commercial to support new homes and people in the area. The city needs to rethink strategy and create Hurricane into a boutique city. We do not need more homes or people. We need more jobs. We need more industry. We need to slow growth and allow home prices to skyrocket to keep Utah as Utah! Stop Californiacation of Hurricane!
Not enough rentals available and price too high for newly married couples
Public streets not improved by development and a lot of the roads need upgraded already.
Need smaller units that are affordable to young families, police, teachers, etc.
Mixing low income in with homes that people worked thier whole life to buy.
That housing prices and costs will outpace the wages of the working residents of Hurricane city. Those moving in from out of State will be the only ones able to afford the houses and that working resident will be forced to move to a less expensive area.
I am a single adult and I can't find an apartment to live in Hurricane that matches my budget. I am a teacher and want to live in the area.
There is a housing boom right now that is putting a huge demand on new houses but the people buying them are not living in them. They are closing and putting them for rent at outrageous prices. I fear the housing growth has been outpacing the growth of everything else. Soon this town will just be spots of housing developments with nothing but desert in between. Hurricane needs to prioritize building commercial areas to serve all the housing. At this rate even if affordable housing is created and managed, it will be in a good desert and be an unrealistic situation for someone in need. I expect better community planning to ensure that once homes are built they are filled with people that are going to stay, not rent out their homes to tourists or have to leave due to lack of proximity to other basic amenities or public transit.
It's not affordable for people my age due to unfair pay and landlords over charging. I am 21 and I make 30,000 a year and am engaged and we cannot afford anything here.
There is to much development happening. Farms are shutting down so subdivisions can be but on the land. Hurricane should focus on being little old hurricane.
Infrastructure, traffic, lack of grocery stores, shops, home depot, water, pollution etc
Devolopers don't care about the people of hurricane. One told me "we aren't building these homes for you guys" they are building them with California prices in mind to make a buck full on knowing we can't afford them here.
Losing the agricultural land. The price of houses being so high that middle class and young families cannot afford to buy. The city becoming a resort/unaffordable town like Springdale.

There is no regulation to what private companies can charge, apartment building especially. Everyone is being priced out
Need balance of residential and commercial. A lot of housing is going in but everyone has to commute to shop. Bringing in a balance would bring money to the city through sales tax. Concerned if infrastructure is being evaluated well for like water and roads. So many areas build first and do impact analysis after. Remember what citizens want too. Find balance. More parks and Rec. Indoor pool would be a nice add or a Rec center to have more for people to do.
Too expensive, not enough housing, pet friendly
Not enough affordable places to rent or buy
City officials and their families are making huge profits from unsustainable housing development. Hurricane is not a small town anywhere and our local government used their greed in gaining tax revenue that created the problems we face.
To many short term rentals and not enough affordable housing for the middle income
Traffic increases
Too expensive
People can't afford housing in the city because wages don't allow it. Kids have to live with parents cause can't find affordable housing when they want to be on own. Alot of people only see how much they can make on a dwelling which pushes the locals out.
I am very concerned with anything that will "bring the neighborhood down" (e.g., increased crime, graffiti, littering, traffic, noise pollution, etc.) We must battle to keep Hurricane as desirable (or actually more desirable!) than it already is. Thank you!
The low income options are too expensive for residents who are on fixed income like Social Security and disability.
It's too expensive for people afford especially those with pets and kids
Water is my biggest concern, next would be that we are allowing building at such a rapid pace that this town will lose it history and small town charm. The wrighting is all on the wall for our agricultural community, we will be just like Washington fields and Little Valley within the next 10-15 years. At the rate we are going this town won't be recognizable as the charming small town I have spent my entire life in. So sad to see happening.
The high growth rate for high income housing
Not enough long term rentals. Young people have no affordable place to rent (not just young people) but if we want to keep our families in the area, the corporations have to stop vacation rent along every property that comes up for sale. It's a sad sad thing for community.
The infrastructure is lacking. Quit building until we have the water and roads necessary to sustain growth.
Too expensive and lots are too small
Rent is ridiculous. Families are reduced to poverty because of costs.
Price
We will run out of water and end up a ghost town.
To expensive for children of current residents to stay
To many new homes and not enough water or roads
To much growth way to fast, everything is unaffordable. We're lucky to be able to pay rent now

Their is new housing every where. Where are they getting their water. The problem is getting worse, less and less water. 7000 new units and where is the water coming from
Less farming, no WATER High traffic affordability
The growth is too rapid
There isn't enough in general. And what there is, is way out of affordability for what is being paid by most local businesses.
There is too many houses, too much growth, and it's all too expensive. Slow growth is understandable, but so very much in last few years
It will never be possible for my children, who are just becoming adults, to move out
There is no way that we could ever buy a home on the income that we have. Income has not increased to match the housing increase costs. If we didn't rent from my parents we couldn't afford ANY housing in So UT
Prices to high and crowding
Too many corporations buying up all the housing and then renting it out at a huge rate
Single mom with a decent full time job can not afford to rent or own without having roommates
Air B and B's are taking all the available housing. No sooner that a home becomes available for sale sure enough someone snags it for a B and B. We have people living in RV's hoping to find housing because the city doesn't have a plan for B and B's. St. George has designated areas for this. No one wants their neighborhood to become a hotel zone but that is exactly what is happening. No one in city seems to have a clue (city planner -manager need replaced?) Just another reason Hurricane is considered ghetto. Please allow a planned area for B and B's so that we can once again enjoy family neighborhoods and people can purchase these homes for their families.
Affordability
Too much
Prices are too high for locals to purchase.
Too many short term/vacation rentals
That the impact fees are not high enough to cover the cost of needed infrastructure.
The city's lack of concern for home owners. The city surrounds hard working home owners with pawn shops, dollar stores, rv camping sites, and the like with no border between them. An acceptable solid barrier is prison fencing with mesh that blows off within weeks. Hurricane will be north Las Vegas within 10 years.
Pricing Utah families out of the market. People moving in from California if they sold their home there can afford a home here.
Too many homes that are unaffordable
Water
Growth is happening too fast.
its too expensive for what is available and offered in the homes or apartments
No water
Finding a house for my family
Property Value is crazy High! out of control nothing good is going to happen from this I do not think there is an answer

Prices ore out of control. It will crash
Growing too fast, ridiculous pricing, and limited resources that are not sustainable.
Too much random rezoning. Housing being built in the name of 'affordable housing' is too expensive for buyers.
Prices are outrageous
Nothing is adorable, yet the city is growing too fast.
Having enough affordable housing
The average educated worker in Hurricane will not be able to afford a decent home here. We will all get pushed out and then in turn have no work force. A starter home is not 500k.
Being a single mom, it is hard to find anything that is within a single income that I can even rent and keep my sons dog that helps with his night terrors
The working wages are to low and the housing costs are to high it's not sustainable something has to be done.
Costs not being affordable
Density
People finding affordable housing. Also I really am against all the Air B&Bs. Especially the illegal ones. Or turning the older part of Hurricane and the pioneer houses into them or making businesses out of them. It's not fair to people who have purchased a home in that area to have to put up with the noice and traffic.
Rising prices
To much new homes that locals can not afford
Too many people no homes for my children
Cost of living is up. Wages are low!
To much growth too fast. If we want families to live here we need to increase lot size. Kids need yards to play in, and room for gardens. Not everyone is retired and want these postage stamp sized lots.
Too fast of growth for water and too much traffic.
To much construction too fast
No pets
Very little affordable housing for young families
WATER IS A BIG CONCERN TO ME
Price of buying a house
Investors owning homes that would normally be locally owned or rented.
How do we do affordable housing without overcrowding the area?
growing way to fast.
It's way too expensive for my children to move out of my home.
Building to fast
Traffic congestion! We moved here from Sy George due to the city's own small town proclamation. Please don't succumb to developers desires and making this nice "smalltown" just like St George .
It is not affordable for the average citizen let alone low income
Lack of affordable housing

No vertical building. Height restrictions could be adjusted for some apartment buildings (like in downtown St. George). Singles or young couples or seniors would welcome affordable apartment living with amenities.
Affordability and allowing too much construction
Affordable housing is unaffordable and unavailable. I feel this has a lot to do with the current lack of needed revisions to vacation rental regulations. I feel all vacations should be required to be owner occupied, or be required to license, insure, and tax the same way a hotel/motel would.
The green space isn't being maintained.
Not enough affordable housing for families.
Lack if affordable housing
High growth and high costs. Not enough affordable housing for lower paying jobs through out the city. Public safety not funded for the growth that has already occurred.
Too expensive
The amount of people coming in is a bigger priority than the people already here.
Corporate developers buying up homes for rental properties
We do not have housing that people that we need in our community to make it run can afford. For example, we don't have housing for people who work as police officers, paramedics, firefighters, teachers, etc.
Too much growth the city and area is unprepared for. We can't expect St George to support our community's needs (stores and services) if we are expecting to double (triple?) in size. We also need to get on top of our infrastructure and traffic control. Update our utilities (the power company still has people going from house to house reading meters instead of having an automation system in place, that's insane with how big we are getting). We need to think ahead instead of reacting to all the building.
Cost and number of dwellings. There currently are not enough available dwellings for rent driving up the cost of what is available
Is there enough water?
Cost to buy or rent is to high for anybody to buy which is driving young locals to look elsewhere.
I am concerned there will never be anything affordable for the working class to live in. I am also concerned for individuals that work to have an expensive home in an expensive area, only to have their home values plummet because "affordable housing" brought crime and destruction to their neighborhoods.
We need more business infrastructure to handle the growth. More stores, restaurants, doctors, entertainment venues, a better pool, and schools
High impact fees and policies biased towards developers tend to price individuals out of the market for being able to acquire or build housing that they can afford.
Lack of affordable housing, an attitude of 'not in my backyard' by residents.
Too much, too fast. Anything done with haste is not well planned for or analyzed enough to predict impacts for long term.
Prices are too high. Too much growth for our infrastructure and resources like water.
Too High and pay doesn't justify for it
Everything is so expensive we can barley live. I live in the sand hallow trailer park. Lot rent has gone up almost 300.00. They have not done anything that we were told they were going to do. No park, big holes in the roads, most houses are fire hazards, us as renters pay property tax, so why are they

allowed to raise the lot rent so high. I could understand if they actually cared about making it nice. Would be nice for them to be made to follow through.

Becoming a low-income, crime-ridden area. Reducing land and scenery to just build. We are the pathway to Zion National Park and should have an area that reflects that. Hurricane has huge city limits and current single family home areas should remain zoned for that and not re-zoned to increase population. There are no jobs to maintain that growth and what about water? How can we continue to build when there is a severe water shortage throughout the State?

Too expensive and not enough long term rentals, especially that allow pets

Too much high density going up and in areas it shouldn't be

There need to be penalties for nightly rentals (where nightly rentals are not allowed). It's my opinion that vacation homes are affecting single family home pricing. My family of four is currently living in a 2 bedroom house because anything bigger is absolutely astronomically priced. I'd love to be in something bigger since since my husband works at home then he could have an office space. But I have no hope of that happening anytime soon. Buying a 4 bedroom house now would break us financially and my husband has an excellent paying job.

Too long-term rental properties currently being used as vacation rentals.

It's too expensive

What affordable housing? There is none! We are a family of 3 make decent money can't afford even an apartment! Thank goodness my parents have an apartment that we rent for cheap. But this is a complete joke!

New business incentives to increase the shopping core in our town; more large stores, more mid-range food options (not drive thrus).

Not enough affordable options. Too many vacation rentals.

not affordable for seniors/disabled that have only limited income

Availability and affordability

Too much traffic through town. New builds are not set back far enough to allow for parking that doesn't encroach onto the sidewalk and streets. Not enough parks in new neighborhoods to keep kids off the streets.

We need more freedom to do what we want with our homes...freedom works. Let it...stay out of the way and you will be surprised what can happen.

Unaffordable to work and live here, better wages and lower costs in other states and cities.

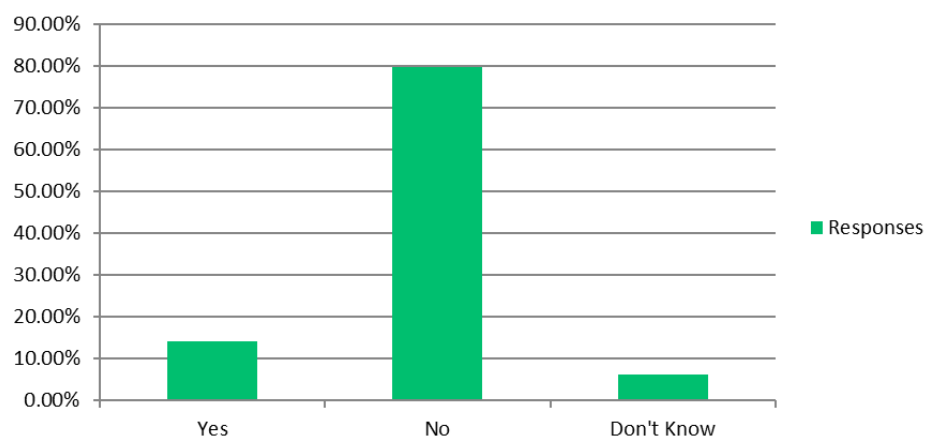
Affordable housing

We don't allow for higher density projects in town where people want to live to be close to the community center and other amenities.

600 North getting all the vacation rentals, affordable housing, etc it is a traffic mess! Terrible planning to put all on one street. Clear some of the old not desirable housing into affordable homes

Not enough affordable housing.

Would you be able to afford your current home if you had to move there today?



Public Open House Results

STEPS TO TAKE

WHAT IS YOUR MAIN HOUSING CONCERN IN HURRICANE?

Lack of affordable housing ^{yes}

* Residents need to cooperate in allowing affordable housing to be built near them.

City can contribute by having affordable friendly ordinances

Developers can contribute by helping to provide affordable options other than condo style units.

* Lack of housing under \$1500/month
Too many vacation homes / Air BNBs but
no where for co-workers + self to live
to support local jobs + industry. ^{yes}

- Update City ordinances... key.
Make affordable housing a factor
when city considers increased
density and other accommodations
requested by developers

I think the density is too
grouped. I think it's healthier to
distribute more affordable housing
amongst SFs - ex duplexes
& triplex next to or in SF neighborhoods.
I just don't see that done and would like
to. The density is just too dense.

We've become a resort town. /
Cater more to the people who
live and work here and not to the developers
who don't invest in the city. ^{yes!}

Big Corporations buying everything

^{yes}
^{yes} Lack of transportation

^{yes}
^{yes} Hold Builders Responsible
to their word of lowering
prices if the city waives fees
or allows more homes

^{yes}
^{yes} Too many short term
rentals & apparently
little oversight
& Restrict
One BNB's
No Corporations
Own BNB

STEPS TO TAKE

WHAT STEPS SHOULD HURRICANE TAKE TO ADDRESS AFFORDABLE HOUSING?

Pass affordable friendly ordinances and incentives.

When impact fees
Impact fees so high no one
can afford it anymore for
affordable housing

Build more units that are
affordable ✓

Allow much smaller
lots like 20 lots/ac
with very small impact
fees ✓

DECREASE LOT SIZE REQUIREMENT
LOT = 50% OF HOUSE SQ FT.
AFFORDABLE ZONE ✓

BASE ZONING BY POPULATION INCOMES
IF 50% OF POP NEEDS AFFORDABLE HOUSING
THEN 50% OF ZONING SHOULD BE AVAILABLE FOR
AFFORDABLE ✓

A new kind of zoning that mixes
duplex, 4 plex that look like nice SFR's
mixed in w/ single family ✓

yes → Invest in a
public transit
system to enable
people to work
in St George

* More regulatory
information of the BSB ✓
Create more income based
renting complexes.
Make more high density
zones for affordable
apartments.

Be sure to invest in
Families - i.e. financial
management, care of the
home, Education
etc

WHAT POLICIES WOULD YOU SUPPORT

Work with non-profit housing organizations for the construction of new affordable units

32 Votes

This Means:

- Provide ^{incentive?} insensitive for Developers to work with non-profits
- Look at City property for development by non-profits

Continue to allow accessory dwelling units (ADUs) (like a casita, basement apartment, etc) to be allowed in a single-family zone.

25 Votes

This Means.

- Continue to allow for attached and detached ADUs in single family zones
- Continue to not charged impact fees for ADUs

WHAT POLICIES WOULD YOU SUPPORT

Work to preserve existing and new affordable housing

21 Votes

This Means:

- Provide subsidies to affordable units
- Offer grant programs to help with upkeep of older units
- Improve infrastructure in old areas of town
- Start a good landlord program

Construct and manage City/Non-Profit owned affordable housing projects

11 Votes

This Means

- The City uses its own property to build and maintain housing at affordable rates
- Partner with Non-profit for construction and maintenance of homes on City property

WHAT POLICIES WOULD YOU SUPPORT

Zone some property within the City to allow construction of more affordable housing

18 Votes

This Means:

- Increased densities in some areas
- Allow more housing options for redevelopment
- Allow accessory dwelling units in single family zones

Provide incentives to developers to provide housing units required to remain affordable

20 Votes

This Means:

- Density bonus in developments for affordable units.
- Waive some development fees, including impact fees, application fees, building permit fees, etc

WHAT POLICIES WOULD YOU SUPPORT

Rezone for higher density or affordable housing development in mixed-use areas (areas with commercial and residential)

21 Votes

This Means:

- Allow some new areas to develop commercial and housing on the same property
- Look at allowing mixed-use in downtown

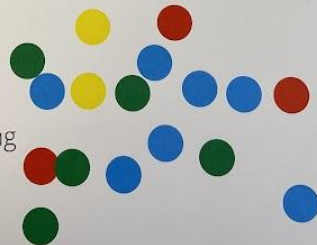


Provide subsidies or reduce/eliminate building permit/impact fees for affordable units

16 Votes

This Means:

- Waive Impact Fees for units guaranteed to be affordable
- Providing discounts on building permits for affordable units



Appendix B

Compliance Report

Utah State Code requires that Hurricane City adopt this plan and bring it into compliance with the standards within State Law. The following table outlines this plan's compliance with State Law.

State Law	City Compliance
The general plan of a specified municipality, as defined in Section 10-9a-408, shall include a moderate income housing element that meets the requirements of Subsection 10-9a-403(2)(a)(iii).	The City has adopted this Moderate Income Housing Plan as an appendix to the General Plan
On or before October 1, 2022, a specified municipality, as defined in Section 10-9a-408, with a general plan that does not comply with Subsection (3)(a) shall amend the general plan to comply with Subsection (3)(a).	The City has adopted this Plan on the September 15, 2022.
a moderate income housing element that: (A) provides a realistic opportunity to meet the need for additional moderate income housing within the next five years; (B) selects three or more moderate income housing strategies described in Subsection (2)(b)(iii) for implementation, including one additional moderate income housing strategy as provided in Subsection (2)(b)(iv) for a specified municipality that has a fixed guideway public transit station; and (C) includes an implementation plan as provided in Subsection (2)(c);	(A) The City has workshopped and created goals and strategies within this plan that will help ensure that more affordable units will be built within the City. The City has also provided an analyses of future housing needs for the City over the next five years. (B) The City has selected seven of the menu options and three additional items to help address some of the unique needs of the area. (C) The City has included an implementation Plan with this document to reasonably accomplish the goals set out by the City.
(b) In drafting the moderate income housing element, the planning commission: (i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing: (A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and	The Planning Commission, as it considered the best options, took into the consideration the needs of people from a variety of backgrounds. The Plan is designed to help integrate affordable units throughout the City to allow for full participation with community life.

(B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;	
(i) In drafting the implementation plan portion of the moderate income housing element as described in Subsection (2)(a)(iii)(C), the planning commission shall establish a timeline for implementing each of the moderate income housing strategies selected by the municipality for implementation.	The City has included timelines and due dates for certain policies to be implemented. These timelines were based on setting priorities and realistic goals.
(A) identify specific measures and benchmarks for implementing each moderate income housing strategy selected by the municipality, whether one-time or ongoing; and (B) provide flexibility for the municipality to make adjustments as needed.	The implementation plan has goals and outcomes that it hopes to achieve. The City will have flexibility on how to implement some of Plan and will review current circumstances on how it address each Plan.

A RESOLUTION BY THE HURRICANE CITY COUNCIL
ADOPTING AN UPDATE TO THE MODERATE INCOME HOUSING PLAN AND AN
ADDITION TO THE GENERAL PLAN

WHEREAS Hurricane City desires to protect the health, safety, and welfare of its citizens;
and

WHEREAS the state gives Cities authority to control land uses within their borders; and

WHEREAS Hurricane City has a desire to allow for housing options for all of its residents;
and

WHEREAS Hurricane City has an obligation to help plan for and provide tools for the
development of moderate income housing; and

WHEREAS Hurricane City desires to stay in complete compliance with the provisions of
Utah State Code 10-9a-408.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HURRICANE, UTAH that
the attached moderate income housing plan be adopted by as part of Hurricane City's General Plan.

PASSED AND APPROVED this _____ day of _____, 2024

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, 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 18th day of July 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



STAFF COMMENTS

Consideration and possible recommendation to our Power Board Superintendent Scott Hughes, **a properly licensed journeyman lineman may install high voltage underground or overhead power lines** within Hurricane City.

Discussion:

The Power Dept. relies on Pre-Qualified Contractors to install a large amount of power infrastructure within our city. One of the requirements for a contractor to be on our list of "Pre-Qualified Contractors" used to be that they must possess an S200 with the Division of Professional Licensing (DOPL) with the State of Utah. Not too long ago, DOPL changed some of their licenses. They no longer have the S200. It has been replaced with the E200 General Electric license. After clarification with the Southern Utah enforcement officer for DOPL, we have clarified which licenses are qualified for which types of jobs (shown on the attached chart). This item has been discussed with the Power Board, but has currently been continued, so there is not a recommendation from the Power Board as of yet. - Scott Hughes

Findings:

Recommendation:

Attachments:

1. Slides for City Council- pre-qualified contractors

RECOMMENDATIONS FOR PRE-QUALIFIED CONTRACTORS

Hurricane City Power has always required electrical contractors to be prequalified to install any HV equipment on our system. The requirement has changed a couple of times in the past, we are looking to solidify a position that will be in conjunction with state laws.

HIGH VOLTAGE INSTALLERS

PAST QUALIFICATIONS: **E100** General Engineering or **S200** General Electrical (No longer a license, converted to **E200**) with a minimum of 3 years of experience of this type of work, complete an application, classroom instruction, and prequalification test. Certified Linemen were also given privileges to install if they passed the test.

RECOMMENDED NEW QUALIFICATIONS: **E100** General Engineering, **B100** General Building, or **E200** General Electrical required to install HV conduit. **E200 General Electrical ONLY** to install any HV equipment or cable, with a minimum of 3 years of experience of this type of work, complete an application, classroom instruction, and prequalification test. **Certified Lineman would no longer be able to install high voltage conduit/cable/equipment per state laws unless they obtain E100, B100, or E200 to install HV conduit or just the E200 to install conduit, cable, and equipment.**

SOLAR INSTALLERS

PAST QUALIFICATIONS: Obtain a solicitation license from Hurricane City and complete a solar orientation class by Hurricane Power.

RECOMMENDED NEW QUALIFICATIONS: Provide proof of license **E200 General Electrical, E201 Residential Electrical, S202 Solar Photovoltaic, B100 General Building**. Obtain a solicitation license from Hurricane City and complete a solar orientation class by Hurricane Power. Due to the nature of the license capabilities per state law, solar contractors may need to **provide names of other qualified companies** to complete the project on the initial application form.

AN ATTACHED SPREADSHEET SHOWS THE PERMISSIBLE QUALIFICATIONS FOR EACH LICENSE.

STATE LICENSE

	HIGH VOLTAGE INSTALLATION		SOLAR INSTALLATION			
	HV CONDUIT	HV CABLE	DC RESIDENTIAL	DC COMMERCIAL	AC RESIDENTIAL	AC COMMERCIAL
E100	✓	✗	✗	✗	✗	✗
B100	✓	✗	✓	✗	✗	✗
E200	✓	✓	✓	✓	✓	✓
E201	✗	✗	✓	✓	✓	✗
S202	✗	✗	✓	✓	✗	✗

GENERAL ENGINEERING CONTRACTOR ALLOWED TO INSTALL CONDUIT

GENERAL BUILDING CONTRACTOR ALLOWED TO INSTALL SOLAR ON OWN PROJECT/ NOT TO ACTIVELY SEEK JOBS

GENERAL ELECTRICAL CONTRACTOR ALLOWED TO ALL WORK

RESIDENTIAL ELECTRICAL CONTRACTOR

SOLAR PHOTOVOLTAIC CONTRACTOR



STAFF COMMENTS

Mayor, Council, and Staff reports

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None