



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

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

Hurricane City Council Meeting Agenda

May 19, 2022
4:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

4:00 p.m. Work Meeting to discuss Franchise Agreements for fiber

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge

Presentation of naming "The Dan Zaleski Trailhead"

Minutes of the Regular City Council Meeting for 12/16/2021, 4/7/2022, and 4/21/2022

Declaration of any conflict of interest

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 2 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 5:00 p.m. the Wednesday one week before the Council meeting.

OLD BUSINESS

1. Discussion and **presentation for noise abatement policy** at the airport-Scott Freeman
2. Consideration and possible approval of a **proposal to seek sponsorship aid in using the school district buses for a private event** - Dehn Craig

3. Ordinance 2022-10: Consideration and possible approval of a proposed **Land Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and Chapter 51 - all regarding ADU's, accessory dwelling units. Hurricane City Planning Applicant**
4. Ordinance 2022-21: Consideration and possible approval of a **proposed Land Code Use Amendment to Title 10, a section of Chapter 7 - regarding conditional use permits and Chapter 15 regarding Highway Commercial building standards.** Ishraj Singh Applicant. Steve Beesley Agent.
5. Consideration and possible approval of **Ordinance 2022-23 updating Code Section 7-1-8 regulating Off-Highway Vehicles and adding Code Section 7-1-9 authorizing and regulating Golf Carts on City roads**
6. Discussion of **Ordinance 2022-29 amending Title 2, Chapter 1, Airport Authority-Nanette Billings**

NEW BUSINESS

1. Consideration and possible approval of **Ordinance 2022-30 amending the design standards pertaining to secondary water system requirements**-Ken Richins
2. Consideration and possible approval of a **Resolution 2022-25 increasing the amount of public safety employee retirement contributions**-Kendra Rich
3. Consideration and possible approval of an **Off Premise local consent for Venture Fuel**-Patrick Dockstader
4. Consideration and possible approval of **local consent for a liquor license that covers multiple events @ Sand Hollow Resort**-Adam Jasperson
5. Ordinance 2022-26: Consideration and possible approval on a **Zone Change Amendment request located at 163 N Main from RM-1, multifamily 6 units per acre, to RM-3, multifamily 15 units per acre, to add additional units to property.** Zachary Forsyth Applicant.
6. Ordinance 2022-27: Consideration and possible approval on a **Zone Change Amendment request located at 115 N 100 E and 55 E 100 N** from RM-1, multifamily 6 units per acre, and GC, general commercial, to RM-3, multifamily 15 units per acre, to allow for affordable housing along the SR-9 corridor. Zachary Forsyth Applicant.
7. Ordinance 2022-24: Consideration and possible approval on a **Zone Change Amendment request located at 825 S 400 W from RA-1, residential agriculture, to R1-15, residential one unit per 15,000 square feet, for a residential development.** Parcel number H-3-2-3-1225. Ferel Campbell Applicant. Jilyn Nelson Agent
8. Ordinance 2022-25: Consideration and possible approval on a **Zone Change Amendment request located at 1200 west and 4600 south from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre.** Parcel number H-3403-K. Joshua Coen Applicant. Clark Spilker and Pope Engineering Agent.
9. Ordinance 2022-28: Consideration and possible approval on a **Zone Change and Development Agreement Amendment PDO update located on the old Colina**

Tinta project to remove the approved golf course and add more public open space. Parcel number H-3-2-4-214. WPP Hurricane Land LLC Applicant. Austin Overman Agent

10. Consideration and possible approval on an **amended final plat on Angell Heights Phase 4, located at 2153 S Angell Heights Dr.** Robert and Jody Hardesty Applicant. Ryan Scholes-Alpha Engineering Agent.
11. Discussion regarding **200 South and its current and near future impacts on 1515 West-Brady Tapp**
12. **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

Minutes of the Hurricane City Council meeting held on April 7, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:30 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Power Superintendent Scott Hughes, Planning Director Stephen Nelson, Assistant Planner Fred Resch, Street Superintendent Weston Walker, City Recorder Cindy Beteag, Fire Chief Tom Kuhlman. Water Superintendent Ken Richins and City Engineer Arthur LeBaron. Police Chief Lynn Excell and Public Works Director Mike Vercimack joined at 6:00 p.m.

4:30 p.m. Work Meeting

1. Discussion regarding Canyons RV

Joby Venuti, the owner of Western Commercial Real Estate, said there was a Canyons RV work meeting in December. He and his brother bought half of Canyons RV in 2017. Mr. Venuti wants to allow short-term rentals in the section he owns. Canyons RV was set up to allow nightly rentals and permanent residences. The main problem is that the amenities were not fully developed. Currently, most of the usage is long-term rentals for residents living on fixed incomes. Several Homeowner Association (HOA) meetings have been held to create a solution. During the last HOA meeting, it was confirmed that the open area owned by the HOA would not be developed as amenities. The residents are concerned that short-term renters will drive through the long-term rental area. Mr. Venuti has proposed options for road improvements. He is amending the plat, but he will not ask for rezoning. Doug Heideman asked for clarification on what the current zoning is. Planning Director Stephen Nelson reported that it was approved as an RV resort between 1987 and 1988. At this time, it is zoned as a mobile home RV park. The current code requires a complete clubhouse. Mr. Venuti reported that the lots are individually owned. He plans to do a pool and pickleball court in the middle of the development. He is here to get the City Council's opinion before bringing in the amended plat. He will bring the HOA vote when he returns with the amended plat. He will meet with Mr. Nelson to ensure his amenities are correctly sized. Mayor Nannette Billings asked how many lots were in the subdivision. Mr. Venuti explained that there are 162 lots in the whole subdivision. 50 long term and 32 would be short term.

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

Stephen Nelson – Planning Commission updated its deadlines for meeting applications to give the Joint Utility Commission and other departments time to review and process applications. The Planning Department is creating an application process for items that

1 do not fit into the regular applications. City Council could adopt something similar to set
2 time frames of submission for the agenda. He is preparing a draft of the Planning
3 Department's recommendations following the Growth Workshop. He recommended
4 continuing item 16 on tonight's agenda because there are issues with the
5 reimbursement agreement. The Council discussed deadlines for items submitted for the
6 packet and agenda. Mr. Prete asked if there are discretionary matters the Council does
7 not need to hear. Mr. Nelson explained that the League and the Ombudsman office
8 recommend that Councils do not review administrative items. Within our code, some
9 provisions require Council's decision. He recommended reviewing those key sections.
10 He thinks amended final plats can be managed administratively. City Manager Kaden
11 DeMille suggested taking into consideration consent agenda items.

12 Weston Walker - Streets Department is finishing patching and getting ready for chip and
13 slurry seal. They have been cleaning up sand along 600 north and in the Sky Mountain
14 area, spraying weeds, and sweeping roads. The signage is up on Sand Mountain. The
15 department has two backhoes available to help with Beautification Cleanup Day. He will
16 help with the setup for the Car Show tomorrow. Two interviews were held today for the
17 open position.

18 Tom Kuhlman - Fire Department is over halfway through their recruit academy. He is
19 working on an application to get Congressional funding to complete a new fire station on
20 Kolob Mountain. The Fire Department cannot place firework restrictions more severe
21 than the state's firework restrictions, but the legislative body can make firework
22 restrictions. He is not sure there is anywhere to launch fireworks safely.

23 Arthur LeBaron reported that Jeremy Pickering accepted the job offer. He will start on
24 May 2, 2022. The bell tower is erected at the Community Center. As soon as the
25 birdhouse is complete, they can put the bell on top. The department is proposing to
26 have it dedicated at Peach Days. He suggested setting the bell to ring every hour from 6
27 a.m. to 8 p.m. daily. He suggested starting the ringing as soon as construction is
28 complete. The Council recommended moving the hours to 8 a.m. to 8 p.m. The times
29 can be reprogrammed if there are complaints about the noise. He is working on a grant
30 for Purgatory Road. The estimated cost for the road from Hurricane to Washington is
31 twenty-five million dollars. The grant application is for twenty million. The remaining five
32 million will be from a local match. He thinks we have a good chance of receiving it. Utah
33 Department of Transportation might be able to grant money for the 600 North trail.

34 Mike Chandler with Ash Creek discussed an article titled, City of Oceanside Opens
35 Their New Toilet to Tap Wastewater Drinking Program. This project treats five million
36 gallons of water per day, and we are treating two million gallons per day. One million
37 gallons is roughly what 500 homes consume a day. We have an increasing wastewater
38 source that, when treated, can be injected into groundwater aquifers. There are
39 wastewater ways that can expand water usage. The confluence treatment park plant

1 and the future treatment facility at the lagoon location will utilize technology that will
2 facilitate future use of potable usage.

3 Ken Richins – Hurricane City, Laverkin City, Toquerville City, and Washington County
4 Water Conservancy District met for a joint workday cleaning up the deep root vegetation
5 in Toquerville Springs. Mr. Richins recommended continuing old business agenda item
6 6, until our legal counsel can review it. Mayor Billings reported that the Water
7 Conservancy District is waiting for Southern Utah Homebuilders Association (SUBA) to
8 give their recommendation before deciding on this item.

9 Scott Hughes – We are participating in the Steel Solar project price. The price per
10 megawatt has changed from \$31.45 to \$31.35. The department hired a new employee
11 but is losing another.

6:00 p.m. – Call to order

12 Mayor Nannette Billings welcomed everyone to the meeting.

Prayer:

14 Diane Nay

Thought and Pledge:

16 Becky Wheeler

17 Consideration and possible approval of sponsoring money for Girls State – Diane Nay

18 Diane Nay with the American Legion Auxiliary reported that ten girls interviewed and six
19 will represent Hurricane City. This year Girls State is being held at Weber State College,
20 and it is a week-long intensive training. They asked Hurricane City to sponsor two girls
21 at \$450 per girl. This money covers room and board. Mayor Billings stated that this was
22 on the previous budgets, but because of covid, it has not been in there for the last few
23 years. The money will come from the contingency funds. Dave Sanders believes the
24 Police Department can help with money as well.

25 *Kevin Thomas motioned to approve sponsoring money for Girls State in the amount of*
26 *\$900. Seconded by David Hirschi. Motion carried with Dave Sanders, Joseph Prete,*
27 *David Hirschi, Kevin Thomas, and Doug Heideman voting aye.*

28 Presentation of awards for community service – Rowdy Reeve

29 Rowdy Reeve represents Southwest Behavioral Health Center and a local coalition in
30 Hurricane Valley. They like to find members in the community that are doing something
31 positive. This year they have decided to recognize an adult and a youth. The adult
32 award goes to David Vick. He is a teacher in the community. He gives back to the

community and spends time helping youth. Rosa Julander is the youth recipient. She is graduating from Hurricane High school with honors. She represents everything we want a student to be.

Council Reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District. Monday, April 11 th , is the City Emergency Management Drill. Tom Jones running from Alabama, will be here to do a kickoff for the Freedom Run with United we Pledge on April 11 th in the City Council Chambers. The City Council is doing a news clip about the Freedom Run at 2:30 p.m. Miss Hurricane Pageant is held at the High School on April 14 th at 7:00 p.m. The rodeo to kick off the Washington County fair is April 15 th – April 16 th . Meet the pros is on April 19 th for the City Council. The Washington County Fair Parade is on April 19 th . The Washington County Fair is April 20 th – April 23 rd at the Legacy Park. The LPGA golf tour is April 21 st – 23 rd . City Wide Clean-Up is on April 29 th – April 30 th . The State of Hurricane Address is on May 2 nd at 6:00 p.m. Honoring Police Officers on May 5 th City Council meeting. The ribbon-cutting ceremony for the staging area in the Sand Hollow area is on May 6 th at 3:00 p.m. Ironman is on May 7 th . Battle of the Badges is on October 22 nd .
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historical Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Doug Heideman	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

Minutes of the Special City Council Meeting for 2/2/2022 and Regular Meeting 3/3/2022

Kevin Thomas motioned to accept the minutes for the Special City Council Meeting on 2/2/2022 and the Regular City Council Meeting on 3/3/2022. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Public Forum – Comments from Public

Beccie Holman thanked the City Council for approving the crosswalk at Hurricane High School. She is here to talk about Old Business item 2. She is in support of some

changes. She thinks there should be a provision for continuing to grant permits, and there should be strict standards for permits granted in a residential area. She would like to see preferential consideration given to residents trying to stay in the area.

OLD BUSINESS

1. Consideration and possible approval of a **Franchise Agreement between Hurricane City and Infowest**

Mayor Billings reported that the City Council has tried to find a good solution. The staff does not have an updated ordinance, and she recommended denying the franchise agreement until the ordinance has been updated. Kaden DeMille reported that the current franchise ordinance is outdated and does not address fiber. Infowest has been good to work with, but we are not prepared to offer a recommendation.

Kelly Nyberg with Infowest reported that they are not asking for a pole attachment agreement. They are requesting a fiber franchise agreement. Eighty to ninety percent of their fiber will be underground. This is an excellent benefit for Hurricane City. City Attorney Fay Reber suggested having an expert help revise the ordinance. Councilman Heideman is against adding more lines to the existing poles. Mr. Hughes discussed the department's negative experiences with the current agreements with other companies. They are not following the department's standards. Mr. DeMille would like to see the City wired and connected to fiber. The issue is that every provider has its own underground conduit, and there are utility-related issues. He agrees that it is an excellent decision to find an expert to help revise the ordinance.

Mayor Billings feels this has been a topic since January, and it is not fair to keep the applicant on hold. We need to decide so that they can move forward. Mr. Reber stated that the pole attachment language would need to be stricken from the agreement. Councilman Thomas proposed striking the pole attachment language and approving the agreement. Beginning immediately to work on the ordinance. Staff was directed to provide a list of what each department wants addressed in the ordinance. Mr. Nyberg agreed to remove the pole attachment language and start with only the underground installation.

Councilman Prete does not want to rush through the process, and it is not good practice or wise to jump in quickly. Mike Vercimack discussed the issues with the underground conduit. Many property owners cannot get alongside their houses because of all the equipment. Other underground utilities need to be considered. He suggested a period of one month for the departments to prepare their response. Scott Hughes agreed that the lots are getting smaller, and there are issues with the location of the underground utilities. Ken Richins is concerned about retrofitting other areas. There are issues with fiber taking up large areas.

1 *David Hirschi motioned to continue this discussion for four to six weeks. Seconded by*
2 *Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin*
3 *Thomas, and Doug Heideman voting aye.*

4 2. Ordinance 2022-13: Consideration and possible approval of an **ordinance**
5 **updating changes to the short term rental ordinance**-Nanette Billings

6 Mayor Billings explained the proposed ordinance changes apply to vacation rental in
7 single-family homes, not recreational resorts. Fred Resch III reported that they changed
8 the ordinance to require a property manager located within Hurricane City. They also
9 want to cap the number of licenses to sixty-eight. The change would allow on-street
10 parking but not allow RVs and trailers on the street. If the license is revoked, the owner
11 of the property owner shall not be issued a new vacation rental business license for a
12 period of one year. He cleaned up some other language in the section. Cindy Beteag
13 reported there are sixty-nine applicants on the waiting list and sixty-eight currently
14 licensed. Mr. DeMille asked if the household multiplier needed to be changed. Mr.
15 Nelson stated that the household multiplier would no longer apply by limiting the number
16 of licenses. The Planning Department is strongly in favor of this ordinance change. It is
17 essential to eliminate the negative impacts on residential neighborhoods. Mrs. Beteag
18 reported that an owner in Zion Village requested that recreational resort areas do not
19 need a sign listing the local contact number. Mr. LeBaron feels that this debate comes
20 down to zoning. Zoning is an appropriate boundary to property rights. If the area is
21 zoned single-family residential, it should be single-family residential. Many people feel
22 that vacation rentals intrude upon single-family residential zoning. Mayor Billings
23 recognized that not everything in Hurricane City can be a vacation and rental homes.

24 Amy Drawe started her business cleaning nightly rental. She also managed nightly
25 rentals in Arizona. She is frustrated because nightly rentals and long-term rentals are a
26 business. Long-term rental should be held to the same standard as nightly rentals.
27 Many long-term rentals have junk in the yard and are in general unkempt. If it were a
28 nightly rental, the owner would be fined if the property was in that state. She thinks the
29 Council should deal with the current problems instead of creating more ordinances
30 limiting business. Preference should be given to residents. The City is collecting
31 transient tax on all vacation rentals, whether licensed or not.

32 Councilman Prete thinks that the affordable housing issue can benefit by getting the
33 non-conforming vacation rentals under control. He is not a fan of a flat cap. The Council
34 discussed the legality of giving preferential treatment to the residents.

35 Mrs. Beteag asked the Council to separate the items on the ordinance if they weren't
36 ready to vote on the vacation rental portion so staff could start with the enforcement
37 portion.

Kevin Thomas motioned to approve title one, chapter four of Ordinance 2022-13: Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, and Kevin Thomas voting aye. Doug Heideman voted nay.

Cindy Beteag asked the City Council for direction on notifying applicants on the waitlist. The staff and Council agreed that it should be announced as a Public Hearing for next meeting.

3. Consideration and possible approval of an **Interlocal Cooperation Agreement with Greater Zion regarding Ironman**

Fay Reber reported that he met with Kaden DeMille and Chief Excell. They changed the agreement to protect the City in specific ways, and the County Attorney's office approved it. Councilman Prete felt like the earlier version asked the City to commit to responsibilities that were not the Cities. Mr. Reber stated that the changes addressed those concerns. Mr. DeMille feels comfortable with the revised agreement.

Joseph Prete motioned to approve the Interlocal Cooperation Agreement with Greater Zion regarding Ironman. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4. Ordinance 2022-12: Consideration and possible approval of a **Land Code Use Amendment to Title 10, Chapter 15, regarding Planned Commercial development standards**

Duane Fielding has property located near the new hospital. He feels that there are too many RV parks in the area. He was able to get funding to do townhomes instead of an RV park. They have planned everything based on mixed-use of twenty percent eight percent. This proposed change forces them back to doing an RV park.

Dave Nasal reported that there are only a few planned commercial zones in the City. He owns property on the Sand Hollow Turf Sod, and they have collaborated with staff on different ideas. Mr. Nasal thinks it should be based on acreage and not square footage.

Dwaine Schallenberger thanked staff for their hard work. Commercial developers typically ask what the rooftop and traffic count are. He cannot plan future commercial if it is based on square footage. He feels like the Planning Commission rushed through this.

Craig Hopkinson represents a client interested in bringing business to the City. His client builds retail, commercial, and residential, and they would prefer it to be based on acreage.

1 Mr. Nelson reported that the current commercial plan does not require mixed-use. The
2 General Plan recommended changing that, and the Planning Commission's
3 recommendation was to gauge that based on the square footage of the building. During
4 the previous Planning Commission meeting, the concern was that this would make it
5 hard to plan out a larger property.

6 Dave Nasal spoke for Jim Park. He reported that they want to do walkable residential to
7 commercial. They can dedicate forty percent of the land to commercial from an acreage
8 standpoint, and from a square footage standpoint, they can only dedicate thirty four
9 percent

10 Mr. Nelson read a comment from Chase Stratton. He likes the split being based on
11 acreage, and he thinks it should be twenty units an acre with a PDO getting it to twenty
12 five. He thinks this is needed in the City.

13 Kevin Thomas motioned to continue this item for two weeks. Seconded by Doug
14 Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin
15 Thomas, and Doug Heideman voting aye.

16
17 5. Ordinance 2022-04: Consideration and possible approval of a proposed **Zone**
18 **Change Amendment request located at approximately 600 S 3500 W from**
19 **R1- 6, residential one unit per 6,000 square feet; R1-8, residential one unit**
20 **per 8,000 square feet; R1-10, residential one unit per 10,000 square feet; R1-**
21 **15, residential one unit per 15,000 square feet, to R1-6, residential one unit**
22 **per 6,000 square feet and R1-8, residential one unit per 8,000 square feet.**
23 Parcel number H-4-2-12-1102. D. R. Horton (Don Bean) Applicant. Adam Allen
24 Agent

25 Don Bean with DR Horton was present. Mayor Billings wanted to clarify that the zone
26 change is not contingent upon agreeing to self-help homes. Mr. Bean stated that Dr.
27 Horton is a production builder and can provide an affordably priced home. Councilman
28 Prete's thought is that there are affordable housing options. He thinks we need to look
29 at a policy for new development where it is a requirement. Mr. Nelson recommended
30 approval or denial based on the four criteria. If affordable housing is the goal, create a
31 policy for how that is implemented. When the zoning was initially approved to follow the
32 master plan roadways, the roadways have changed. The applicant is asking that the
33 zoning boundaries be realigned with the roadways. Mr. Nelson recommended approval.
34 Mayor Billings confirmed that this would increase density by eight units.

35 Kevin Thomas motioned to approve Ordinance 2022-04. Seconded by Doug
36 Hedemann. Motion carried with Dave Sanders, Joseph Prete, Kevin Thomas, and Doug
37 Heideman voting aye. David Hirschi voted nay.

6. Consideration and possible approval of **water acknowledgment statement to be required as part of land use applications.**

Dave Sanders motioned to continue until the information is received from SUBA
Seconded by Joseph Prete. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

7. Ordinance 2022-06: Consideration and possible approval of a proposed **zone change located at 4700 S and 2600 W from RA-1, residential agriculture one unit per acre, to R1-10**, residential one unit per 10,000 square feet. Parcel numbers: H-3-2-32-330 and H-3-2-32-321. Calypso Ridge Properties Applicant. Karl Rasmussen Agent.

Mayor Billings asked for a map to show where this is located in conjunction with Sky Ranch. Stephen Nelson explained that the parcels to the north were required to sign a development agreement stating that any land use applications can be denied until utilities are to the site. He recommends approving the item conditional upon the signing and recording the development agreement. Councilman Thomas is inclined to say no if the utilities are not there. Mr. Rasmussen reported that the owner is willing to provide fifteen attainable housing units. Mr. Nelson recommended verbiage in the development agreement requiring deed restrictions to ensure attainable housing. Councilman Thomas does not want to approve every zone change to develop property that does not have utilities yet. Councilman Sanders pointed out that the developer cannot make any plan for the lots and streets if this is not moved forward.

Dave Sanders motioned to approve Ordinance 2022-06 subject to a development agreement regarding utilities and fifteen units of affordable housing with an 80% AMI. Seconded by Doug Heideman. Motion carried with Joseph Prete, David Hirschi, and Kevin Thomas voting nay. Dave Sanders and Doug Heideman voted aye.

Joseph Prete motioned to deny Ordinance 2022-06 on the basis that there are no utilities. Seconded David Hirschi. Motion carried with Joseph Prete, David Hirschi, and Kevin Thomas voting aye. Dave Sanders and Doug Heideman voted nay.

8. Consideration and possible approval of **awarding the bid for the Sand Hollow well**

Ken Richins recommended awarding the bid to Grimshaw Drilling in the amount of \$545,875.00. The department has used Grimshaw Drilling before, and he is confident they will do a good job.

David Hirschi motioned to award the bid to Grimshaw Drilling in the amount of \$545,875.00. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

New Business

1. Consideration and possible approval of **renewing the lease with Hurricane Air Monitoring Station**

Mayor Billings discussed the lease details.

Kevin Thomas motioned to approve renewing the lease with Hurricane Air Monitoring Station. Seconded by Dave Sanders. Motion carried with Dave Sanders, David Hirschi, and Kevin Thomas, voting aye. Joseph Prete and Doug Heideman abstained.

2. Discussion **regarding vacation rentals**- Jacquie Slade

David Hirschi motioned to table discussion regarding vacation rentals. Seconded by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, and Kevin Thomas, voting aye. Joseph Prete and Doug Heideman abstained.

3. Consideration and possible approval of **annual State Fraud Risk Assessment**- Paige Chapman

Paige Chapman provided the City Council with the State of Utah Fraud Risk Assessment. The assessment found that the City is at minimal risk, and the staff plans to maintain minimal risk. Councilman Thomas asked if the risk assessment includes cyber-attacks. Mrs. Chapman reported that the City does have an Information Technology Policy, but that is not part of the state fraud risk assessment. The Council discussed that the City needs to have good cybersecurity policies.

Dave Sanders motioned to approve the annual State Fraud Risk Assessment. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4. Consideration and possible approval of an **amended final plat for North Slope at Copper Rock Phase 2** located at 1952 W Cedar Breaks Drive. Fairway Vista Estates Applicant. Alliance Consulting (Mike Bradshaw) Agent

Cameron Knudson with Copper Rock Development reported that they are trying to correct the property line. Mr. Nelson stated that the water meter and the fire hydrant need to be relocated. The City Engineer is reviewing the survey work, and he recommends approval conditional on the City Engineer signing off on the final plat.

David Hirschi motioned to approve the amended final plat subject to engineer approval. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

5. Consideration and possible approval of a **preliminary plat for Sky View, a 155 lot residential subdivision**, located at the southwest corner of 2800 W and 600 N. DAF DEV, LLC Applicant. Charles Hammon Agent

Charles Hammon reported they had a meeting with staff before applying for the preliminary plat. There were complications that the owner needed further coordination with the City. Rick Richardson said their objective is to keep the property, but they do not have a specific use. Mr. Nelson recommended approval subject to staff and JUC comments.

Dave Sanders motioned to approve the preliminary plat for Sky View subject to staff and JUC comments. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

6. Ordinance 2022-07: Consideration and possible approval of a proposed **Zone Change Amendment request located at 366 West 300 North from R1-10, residential one unit per 10,000 square feet, to RM-2, multifamily 10 units per acre**, to build a duplex. Larry Loveless Applicant.

Stephen Nelson reported that this home had recently burned down. The property owner requested to build a 4-plex, but the property is not one acre. Planning Commission made the recommendation to rezone the property to RM-1, which only allows a duplex. The property owner agreed.

Kevin Thomas motioned to approve Ordinance 2022-07 with zoning of RM-1 subject to staff and JUC comments. Seconded by Dave Sanders. Motion carried with Dave Sanders, Kevin Thomas, and Doug Heideman voting aye. Joseph Prete and David Hirschi voted nay.

7. Discussion regarding the **realignment of 1100 West and the property abutting it** owned by Hurricane City and Diamond Edge Construction - Scott Stratton

Mayor Billings reported that the property was sold to Scott Stratton and the City. Scott Stratton bought the property in 2020, but it was recorded in the City's name. Some County funds were used for the roads. He and the City will have to build a portion of the road and switch ownership. Mr. Nelson asked the Council to provide staff direction to work out the agreement with the property change. Overall, this is good for the city.

8. Ordinance 2022-08: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 3150 South 1100 West to**

1 **contain a PDO, planned development overlay with the currently underlying**
2 **zone of RM-2, multifamily 10 units per acre.** Parcel numbers H-3394-H, H-
3 3394- J-1, and H-3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant.
4 Scott Stratton Agent.

5 Stephen Nelson reported that the preliminary plat is approved in the presented layout.
6 The Planning Commission felt that the roadway to the south should be connected. Mr.
7 Stratton has agreed to put in the road but to mitigate the expense; he does not want to
8 be limited to 174 units. His current density can go up to 220 units. Mr. Stratton
9 requested approval for a seven-foot separation on the west side, which will allow for
10 single-family homes. Mr. Nelson reported that the PDO base requirement is a 10-foot
11 separation between buildings. The code does allow the Council to offer variations from
12 application development standards. He reviewed the variation criteria. The Planning
13 Commission made a positive recommendation on the plan, but they did not make a
14 recommendation on this variation.

15 Joseph Prete motioned to continue Ordinance 2022-08 until the Planning Commission
16 has reviewed the plans. Seconded Kevin Thomas. Motion carried with Dave Sanders,
17 Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

18 9. Ordinance 2022-09: Consideration and possible approval of a proposed **Zone**
19 **Change Amendment request located at 284 W 1080 S from RA-1, residential**
20 **agriculture one unit per acre, to R1-15, residential one unit per 15,000 square**
21 **feet to allow for a lot split.** Parcel number H-3-2-3-2126. Michelle Stratton
22 Shumway Applicant

23 Joseph Prete motioned to continue Ordinance 2022-09. Seconded Kevin Thomas.
24 Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and
25 Doug Heideman voting aye.

26
27 Joseph Prete motioned to move item #11 before item #10. Seconded by David Hirschi.
28 Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and
29 Doug Heideman voting aye.

30
31 11. Consideration and possible approval of an **amended final plat for Pecan Valley**
32 **Phase 3 located at 5200 W 2500 S.** Chris Wyler Applicant. Civil Science Agent

33 Joseph Prete motioned to continue. Seconded by Kevin Thomas. Motion carried with
34 Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting
35 aye.

36
37 12. Consideration and possible approval of a **preliminary plat and of approval of a**
38 **preliminary site plan for SKRE, a 2 lot commercial subdivision, located at**
39 **2545 W 60 S.** SKRE Applicant. Karl Rasmussen Agent.

1 Mayor Billings reported that the Planning Commission gave a positive recommendation.
2 All the utilities are there, and it will be a retail and commercial mix. Mr. Nelson reported
3 that there does need to be cross-access.

4 Kevin Thomas motioned to approve the preliminary site plan for SKRE. Seconded by
5 David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin
6 Thomas, and Doug Heideman voting aye.

7 13. Consideration and possible approval of a **development agreement with LaRae**
8 **Ellsworth Stout Revocable Trust** regarding 11.95 acres of parcel H-3350-A-
9 Karl Rasmussen

10 Mr. Rasmussen reported that a zone change was approved in 2018. Mr. Nelson
11 reported that a development agreement is in place restricting the use of the property to
12 a roofing business. The application wants to build a home on the back of the property.
13 This conflicts with the masterplan roadway. They will put in a cul-de-sac, so the lots
14 have the property frontage. Stuart Stout does not want his CO to be based on having a
15 cul-de-sac. They have given four thousand feet of sixteen feet to the City for the
16 roadway. Mr. Nelson stated the issue is that there is light industrial in the subdivision,
17 which does not qualify in an RA-1 code without full improvements. He read the newly
18 approved standard. Mayor Billings stated that the owner owned and operated their
19 business on this land for forty years. Councilman Prete declared a conflict. He stated
20 the Stouts have been doing business and supporting the community for years. Mr.
21 Nelson reported that staff and the City Attorney need to review this thoroughly before
22 making a recommendation.

23 Dave Sanders motioned to continue this item. Seconded by David Hirschi. Motion
24 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
25 Heideman voting aye.

26
27 14. Consideration and possible approval for staff to process a **grading permit**
28 **application for off-site grading for the Southern Shores Subdivision.** Cody
29 Larkin Agent

30 Mayor Billings explained that the clay on the property west of the Washington County
31 Water District would be used to build the dam. Jason Christensen explained that this
32 process keeps 4,100 truckloads off the City and County roads. They are willing to put in
33 lights across the road and bond to repair or pay for any damages. Stephen Nelson
34 recommends general conditions for reclamation bond and bonding for the crossing on
35 3000 south and a complete transportation plan. Mr. Christensen stated that they are
36 willing to maintain the road in a passable condition for the project's duration. He thinks
37 that they will cross the road every ten minutes. The project should be completed in forty-
38 five days.

1 David Hirschi motioned to approve based on reclamation bonding, road repair bonding,
2 and traffic control planning. Seconded by Dave Sanders. Motion carried with Dave
3 Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4
5 10. Consideration and possible approval of an **amended final plat for Seville Lots**
6 **1A and 1B, located at 952 W 325 S.** Harmony Vanderhorst Applicant

7 Harmony Vanderhorst reported that the lot was previously divided into two lots. They
8 are requesting for the lots to be combined.

9 David Hirschi motioned to approve the amended final plat for Seville Lots 1A and 1B.
10 Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David
11 Hirschi, Kevin Thomas, and Doug Heideman voting aye.

12 15. Consideration and possible approval for staff to process a **grading permit**
13 **application for off-site grading for the Intermountain Health Care**
14 **Expansion.** Denny Spencer Agent

15 Stephen Nelson reported that he spoke with IHC. They will likely be finished soon and
16 no longer need the permit.

17
18 Dave Sanders motioned to table a grading permit application for off-site grading for the
19 Intermountain Health Care Expansion. Seconded by Kevin Thomas. Motion carried with
20 Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting
21 aye.

22
23 16. Consideration and possible approval of a **reimbursement agreement for the**
24 **Cordero Development**, to provide impact fee vouchers for reimbursement for
25 master plan roadways and waterlines

26 Joseph Prete motioned to continue the reimbursement agreement for the Cordero
27 Development. Seconded Kevin Thomas. Motion carried with Dave Sanders, Joseph
28 Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

29 17. Ordinance 2022-10: Consideration and possible approval of a proposed **Land**
30 **Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and**
31 **Chapter 51 - all regarding ADU's, accessory dwelling units.** Hurricane City
32 **Planning Applicant**

33 Fred Resch III stated that an applicant came in for a greater height and size conditional
34 use permit. Then the Planning Commission realized it was for two accessory dwelling
35 units, which is not allowed in the code. The ADU code definition is vague. The Planning
36 Commission directed staff to prepare an ordinance that would allow for this in similar

1 circumstances. Mayor Billings feels that multifamily housing can help solve the housing
2 problem. However, the staff is concerned that multiple homes are being built while only
3 collecting one impact fee for water, sewer, and power. Stephen Nelson read the
4 recommendations and standards. One of the recommendations is to allow the owner to
5 live in either of the units. Chief Kuhlman discussed the fire code. Mike Vercimack
6 explained that there might not be the capacity to add more power services to an already
7 established subdivision. Mr. Nelson's recommendation is to take time to review the first
8 reading.

9 Kevin Thomas motioned to continue Ordinance 2022-10. Seconded by Joseph Prete.
10 Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and
11 Doug Heideman voting aye.

12 18. Ordinance 2022-11: Consideration and possible approval of a **Land Code Use**
13 **Amendment to adopt Water Conservation standards** within Title 10 Chapter
14 39 - Subdivisions, Chapter 32 - Landscaping and Screening, Chapter 23 -
15 Planned Development Overlay, and Chapter 33 - Design and Compatibility
16 Standards

17 The Water Board did not make a direct recommendation. They gave the Planning
18 Commission concepts and ideas. The Water Board leaned towards providing incentives
19 for conservation efforts. The Planning Commission's proposal places more landscaping
20 requirements and restrictions on commercial, industrial, and civic development. The
21 State passed a code requiring water-saving appliances in new homes. Mayor Billings
22 explained that the ordinance only affects new residents. Stephen Nelson recommended
23 taking time to consider this further.

24 Kevin Thomas motioned to continue for future discussion Ordinance 2022-11.
25 Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David
26 Hirschi, Kevin Thomas, and Doug Heideman voting aye.

27
28 19. Discussion regarding **updating various power related fees**

29 Scott Hughes explained the fees for primary service, secondary service, subdivision
30 design reviews, and designs with estimates. The staff spends up to eight hours
31 designing power plans for a customer. Typically, the customer will ask for multiple
32 revisions. Stephen Nelson reported that the Planning Department charges a final plat
33 fee, and the money goes into the general fund. We should look at our development fees
34 to make them equitable for all the departments. Kaden DeMille agrees that there needs
35 to be a thorough analysis. Councilman Prete is on the Power Board; they have spent
36 much time reviewing this.

37 20. Discussion regarding the **Firework Proclamation for 2022** - Cindy Beteag

- 1 Tom Kuhlmann went over the dry conditions. State code does now allow a complete
- 2 firework ban. The City's fireworks will be over the lake again this year. Mayor Billings
- 3 stated that Sand Hollow Resort would like to contribute to the fireworks.
- 4 Adjournment: 11:00 PM

DRAFT

Minutes of the Hurricane City Council meeting held on December 16, 2021, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 5 p.m.

Members Present: Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders, and Kevin Tervort. Mayor John Bramall excused.

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Power Superintendent Scott Hughes, Public Works Director Mike Vercimak, Planning Director Stephen Nelson, Street Superintendent Weston Walker, City Engineer Arthur LeBaron, Fire Chief Tom Kuhlman, Lieutenant Jerod Brisk, Water Superintendent Ken Richins, and City Recorder Cindy Beteag.

AGENDA

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

Nick with the Chamber of Commerce thanked the City Council for their support and partnership.

Scott Hughes attended the UAMPS conference. He will be the Chairman of the Natural Gas Board. The department is still shorthanded, but everyone is pitching in. The lines are all repaired from the tree limbs that fell.

Ken Richins is here for agenda item #2, the agreement for the acquisition of the water tank site and pipeline easement. The City Council agreed to it at the last meeting, but it needs to be formally approved. He is working on getting road dedication for 2100 West to install a new water line that will loop tanks together.

Tom Kuhlman hired a new Deputy Chief. Fire Academy will start on January 24th.

Jerod Brisk - The Police Department held Shop with a Cop last weekend. There was a good turnout, and each child got \$200.

Weston Walker stated that the department is getting ready to start road maintenance. They are focusing on 600 North and to the north. Crack sealing can begin now that the weather is cooling off.

Arthur LeBaron thanked the City Council members finishing their service positions tonight. Mr. Walker is working on pricing for the crosswalk on 870 West. It will be around \$7,500 to get the flashing lights. He is working on getting approval from the Utah Department of Transportation. (UDOT) The traffic signal on 4400 west has received some complaints. He is working with UDOT on making adjustments. The 2800 West project is ready for advertisement at the beginning of the year. There is some

controversy on Hurricane Views subdivision due to the fill placed there. There was a meeting with the contractor today, and hopefully, they came to a resolution of installing a retaining wall.

Stephen Nelson filed for a grant for the Downtown Master Plan, and he obtained a letter of support from the Chamber of Commerce. Mr. Nelson discussed the Planning Commission terms, and he will bring the updated terms to the City Council. There are two open seats.

Council Reports:

Mayor Bramall	Airport, Administration, Police, Animal Control, School Crossing Guards, Victim Services, Public Works, Engineering -
Nanette Billings	Parks & Cemetery, Appeals Board, Airport, Historical Preservation, Solid Waste District and Youth Council – Solid Waste is increasing residential connections. They will continue not charging a fee to haul to the dump, and they want to fix the access road to the scale.
Darin Larson	Planning Commission, Economic Development, Planning Department, Power and Swimming Pool – Darin expressed gratitude for serving on the City Council.
Joseph Prete	Court, Water, Recreation, Tree Board and Beautification Committee
Dave Sanders	Emergency Management, Streets & Drainage, Prosecutor's Office, Code Enforcement and Building and Inspections
Kevin Tervort	Ash Creek Special Service District, Golf Course, Industrial Park, Mosquito Abatement, Fire District – He went to the Colorado River Conference. Last year our snow pact was 90% the runoff was 30%. He expressed gratitude for being able to serve on the City Council.
Kaden DeMille	City Administration -

6:00 p.m. - Call to Order –

Pledge: Dave Sanders

Prayer: Kelby Iverson

Thank you from Fred Hernandez – Wreaths Across America

Fred Hernandez is part of an organization that honors veterans with Wreaths Across America. He thanked the Council for their financial support in making this happen. He invited the Council to attend the ceremony honoring veterans held at the cemetery on Saturday at 9:30 a.m. The ROTC is doing the color guard and flag presentation.

Public Forum – Comments from Public

1 Kelby Iverson is here to talk about the Horseman's Edge agenda item. He wished the
2 zoning never changed. This is a twenty-five-acre subdivision. He feels that the applicant
3 has put together a nice subdivision and is trying to cater to agriculture. The neighbors
4 appreciate that. There is a need for people who want a place to stay when they board
5 their horses. He does not see the manure being a problem.

6 OLD BUSINESS

- 7 1. Consideration and possible approval of a preliminary plat for Crocker
8 Enterprises, a 9 lot industrial subdivision located at approx. on Old Hwy 91 and
9 492 N. Crocker Enterprises Applicant. Brady Shakespear Agent.

10 Chad Sondray reported that the conditions for approving this were providing access
11 trails to the City water tank and putting the pipeline in the dedicated right of way. Arthur
12 LeBaron is working with other property owners to continue the access. The applicant
13 proposed a road on the south end of their property that goes up to the water tank. They
14 will provide the City with an easement for the waterline. Stephen Nelson reviewed the
15 current water standard 3.6.8.1. Staff recommends that this should be in a public right of
16 way. Mr. Sondray stated that this is an existing line that never has had an easement.
17 The line has been there since 1993. They do not want to ruin the bottom acre of their
18 property. They feel it meets the ordinance. It has a prescriptive easement. They would
19 be willing to do a bigger easement. Ken Richins stated that they might have trouble
20 accessing the waterline if this is an easement. It is a prescriptive easement, but it was
21 not recorded correctly.

22 Mr. LeBaron stated that the Gateway Plat shows the easement, but it wasn't listed as a
23 dedicated easement. The easement must be between thirty to forty feet to be able to
24 serve the line. When lines break, they cause a lot of damage. Curb and gutter with a
25 drain line will help alleviate problems if that happens. Mr. Sondray stated that Built
26 Trailers is buying this lot to store trailers. They will work with the City on the width of the
27 easement. If it is gated, they will provide the City with a key to the gate. City Attorney,
28 Fay Reber, asked how an easement makes the bottom parcel better than a roadway.
29 Mr. Sondray reported that a roadway creates a separate parcel. Councilman Larson
30 feels this is an undue burden on the property owner. Mr. Reber stated that typically a
31 plat contains all the dedication. This needs to be reviewed further.

32 Councilman Larson likes the compromise of doing a wider easement. He thinks it is
33 justified because it was not done right in the first place. A roadway separates the
34 property creating a burden on the property owner. Councilman Prete stated that an
35 easement is not as good as a public right of way for the City. Mr. Crocker joined the
36 meeting via phone. He reported that they have signed an agreement with the buyer.
37 The buyer is willing to buy it knowing about the water. They could amend the purchase
38 agreement to state that no permanent structure can be on the easement. They are

trying to be a good partner and work with the City. The buyer needs this as an open space and is aware they cannot build on it.

Nanette Billings motioned to approve the preliminary plat for Crocker Enterprises subject to a forty-foot easement for utilities and access along the west and east side. Including a clause stating that the grantor would retain the right to use the property as long as it doesn't interfere with the City's intended use that is recorded on the plat as a note. Seconded by Darin Larson. Motion carried unanimously with Nanette Billings, Darin Larson, Joseph Prete, and Kevin Tervort voting aye.

NEW BUSINESS

1. Consideration and possible approval of **local consent for a beer & liquor wholesaling license for Birrell Bottling Southern Utah**

Birrell Bottling receives bulk items and sales to companies throughout the City.

Darin Larson motioned to approve a local consent for a beer & liquor wholesaling license. Seconded by Dave Sanders. Motion carried unanimously with Nanette Billings, Darin Larson, Joseph Prete, and Kevin Tervort voting aye.

2. Consideration and possible approval of an **agreement for Acquisition of Water Tank Site, Well Site, and Pipeline Easements**-Ken Richins

Ken Richins stated that this was presented in the previous City Council meeting. All of the paperwork is signed. Mr. Richins expressed gratitude to the family for donating this property.

Dave Sanders motioned to approve the agreement for \$67,000. Seconded by Nanette Billings. Motion carried unanimously with Nanette Billings, Darin Larson, Joseph Prete, and Kevin Tervort voting aye.

3. Consideration and possible approval of an **amended final plat for Dixie Springs Plat C Amendment A** located at 2622 S 3480 W. Michael Brassannini Applicant

Stephen Nelson reported that the applicant is out of town and asked him to summarize. The applicant owns two lots and wants to build a home on both parcels. They are applying to eliminate the lot line and join the properties. The Planning Department requests that they eliminate the water and sewer connection. The public utility easement along the south end of the property can be eliminated.

Joseph Prete motioned to approve the amended final plat for Dixie Springs Plat C subject to the provision of abandoning the easement on the south edge of the property.

1 Seconded by Nanette Billings. Motion carried unanimously with Nanette Billings, Darin
2 Larson, Joseph Prete, and Kevin Tervort voting aye.

3 **4. Consideration and possible approval of the renewal of beer licenses-Cindy**
4 **Beteag**

5 Cindy Beteag reported three violations, but it was their first incident. The City Council
6 discussed the violations.

7 Nanette Billings motioned to approve the renewal of beer licenses. Seconded by Joseph
8 Prete. Motion carried unanimously with Nanette Billings, Darin Larson, Joseph Prete,
9 and Kevin Tervort voting aye.

10 **5. Consideration and possible approval of a Development Agreement with**
11 **Southern Shores- Stephen Nelson**

12 Stephen Nelson reported that the preliminary plat is approved, and the zoning is
13 approved under the Cordero zoning. Utah Dam Guidelines require drainage attached.
14 When reviewing the construction drawings, staff felt an agreement needs to be in place
15 in case they need to drain the lake. Mr. Nelson read over the agreement, and the owner
16 is in agreeance.

17 Councilman Prete is concerned about who will be responsible when developer isn't
18 there anymore. The owner stated they proposed a drainage plan utilizing natural and
19 historic drainage ways. The development agreement states that they cover any
20 damage. He agreed that the developer would not be around forever, but the
21 Homeowner's Association will be. (HOA) He proposed that the HOA should assume the
22 agreement. Mr. Nelson stated that the intent was not to cover the City if a natural
23 disaster occurred. Fay Reber noted that this clause only covers intentional drainage.
24 The agreement should protect against unintentional discharge. There should be some
25 protection for natural disasters too. The owner reports that this is designed according to
26 State Dam regulations. It will not be an earth dam, so it doesn't leak. There is a small
27 chance that they would have to drain it. Mr. Reber suggested expanding the agreement
28 to cover natural and intentional drainage. It should also include a clause that includes
29 any successor of the property. The City Council wants to review this before they vote.

30 Joseph Prete motioned to continue the item. Seconded by Nanette Billings. Motion
31 carried with Nanette Billings, Joseph Prete, and Kevin Tervort voting aye. Darin Larson
32 voted nay. Councilman Prete wants to see principals listing who is responsible.

33 **6. Consideration and possible approval of a proposed zone change located at**
34 **1100 W 3000 S from RA-0.5, residential agricultural, one unit per half acre,**
35 **to RA-0.5 with a PDO, Planned Development Overlay. Diamond Edge**
36 **Construction, Applicant. Scott Stratton, Agent**

1 Scott Stratton reported that the larger lots are up front. There is a buffer between the
2 pits. They put in a trail with public parking dedicated to the City. He left access for future
3 development to the north. The applicant is proposing an easement with access out. Mr.
4 Stratton will stub all utilities to the end of the roads on the north side. The backline is
5 already cut, so they will have to reshape it in phase 3. Councilwoman Billings is
6 concerned because the zone was changed to half acre lots, but these lots are not half
7 an acre. She thinks this is a good project if the lots are half-acre. When the zoning was
8 changed the surrounding property owners were frustrated. It is difficult for the Council to
9 agree to go to less than a half-acre. She thinks it should stay as half an acre. She wants
10 to make sure there is a statue saying there will be corrals and that this property is used
11 for horses. Councilman Larson stated that the size of the lot does not dictate if an
12 animal can be on a property. The zoning does.

13 Stephen Nelson reported that to house an animal, you must have half-acre zoning.
14 Some smaller lots in that zone are grandfathered in. The code regarding animals
15 doesn't specify lot size unless it is a nuisance. Councilwoman Billings stated that the
16 applicant asked for quarter acres and was denied, so he got half acres approved. Now
17 he is again proposing quarter acres. Mr. Nelson stated that short-term rental units have
18 been allowed in PDO's in the past, but they have to meet the recreational resort
19 requirements. He has concerns because this doesn't address that. He likes the idea of
20 short-term rentals with horse stalls, but he has problems with where it is located in the
21 development.

22 Doug Heidman was at the Planning Commission meeting last night. He asked how far
23 this was from the new rodeo grounds. If no services have been provided, then the
24 Council is opening a can of worms. He agrees that there is a need for rentals where
25 owners can stay with their horses, and this would be a good opportunity for that use.

26 Councilman Tervort asked if there was any reason that this use can't be allowed with
27 half-acre zoning. Councilwoman Billings stated that lots have to be big enough to park
28 trailers and have their horses on. Councilman Prete noted that this is an interesting
29 development. Horse boarding near the rodeo grounds seems to fit. Agriculture use in
30 higher density is interesting. The Council has a track record of granting PDO zoning. He
31 is not sure if they should be as willing to give them as they have been. This is not
32 consistent with the General Plan. He voted against reducing this to a half-acre. Mr.
33 Stratton stated that to get the density bonus, they are providing amenities of rail fencing,
34 landscaping, higher insulation, donating trails, and leaving open space. He feels that he
35 has gone above and beyond to make this into an agricultural feel. Councilwoman
36 Billings stated that the owner said he would keep this an agriculture feel during his past
37 three zone change applications.

38 This property was master-planned for R1-10 to R1-8, and it was changed to rural
39 residential in the General Plan. Councilman Prete feels this is not consistent with the

1 General Plan. It is a great concept, but this might not be the place for it. Councilman
2 Tervort thinks this is a good concept, and he thinks the other property owners want
3 something like this. People that come to the rodeo need a place to stay.

4 Kelby Iverson noted that if this is approved, he hopes it is clear that Horseman's Edge
5 can have whatever the RA.05 zone allows.

6 Councilman Prete pointed out that the Planning Commission vote was six to one to
7 deny. He thinks it would have been different if this had been continued. There are three
8 unprecedented issues, boarding animals on quarter-acre lots, short-term rentals in a
9 PDO with no clubhouse or pool, and a higher density than the General Plan allows.
10 Another issue is whether boarding a horse on a quarter acre lot is viable considering
11 how close they are together. Councilman Larson thinks this is new territory, and there
12 are some compromises to consider.

13 Nanette Billings motioned to approve subject to half-acre lots with horse stalls on all the
14 recreational resorts. Seconded by Joseph Prete.

15 Mr. Nelson clarified that the RA.5 zone has a minimum lot size of .4 acres with an
16 average of .5. Mr. Stratton confirmed that the Recreation Resort is in Phase three.
17 Councilwoman Billings clarified that the applicant offered the parking and trails, and it
18 was not based on getting a PDO.

19 Councilwoman Billings called for the motion. The discussion continued. Mr. Stratton
20 suggested doing half-acre zoning. There are forty lots, keeping the fifteen lots in phase
21 three and having horse stalls, fencing, and country houses. Karl Rasmussen stated that
22 the road has to stay where it is, which might cause a few lots to be .38 acres.

23 Nanette Billings motioned to approve the zone change located at 1100 W 3000 S PDO,
24 with phase three having fifteen lots with horse stalls on all lots and ranch-style fencing.
25 The development will not include more than forty lots with an average half-acre size,
26 and the open space stays. Seconded by Dave Sanders. Motion carried unanimously
27 with Nanette Billings, Darin Larson, Joseph Prete, and Kevin Tervort voting aye.

28 **7. Consideration and possible approval of a zone change located at 1766 W and**
29 **400 N from R1-10, residential one unit per 10,000 sq ft to R1-6, residential**
30 **one unit per 6,000 sq ft, all to contain a PDO, Planned Development Overlay.**
31 **ARS Divitaes LLC Applicant. Grace Hayes Agent.**

32 Karl Rasmussen stated that there are three developable acres above Gould's Wash
33 based on the new calculation. They have reduced to twenty units. The Planning
34 Commission was favorable if the density could be agreed upon. The City needs this
35 type of housing. They have proposed a trail, a park, and parking. Part of the park will be
36 a City park in Gould's Wash. Councilwoman Billings stated that there is a challenge with

1 the access. Mr. Rasmussen stated they would solve that with Fire Rock. They are
2 drawing up a plan to determine the cost. If the cost is too high, they will have to buy a lot
3 from Fire Rock for an access road. He doesn't know how Fire Rock was approved
4 without providing access to this property. Stephen Nelson noted that this could
5 potentially go up to a fifteen percent bonus with the trail and park. Dark sky lighting is
6 another way to meet the bonus. He believes it is possible to reach the twenty-unit mark
7 with density bonuses.

8 Rick Sandal stated that there is a sewer line along the entire length of the property.
9 People walk down into the ravine, and there is no access to get down there without
10 going through private property.

11
12 Darin Larson motioned to approve the zone change located at 1776 W and 400 N to
13 contain a PDO, including a density bonus based on extra parking, trails, and dark sky
14 lighting. This is in harmony with the General Plan, and there is a need for this in the
15 City. Recognizing that utilities and access will have to be determined in the future.
16 Seconded by Kevin Tervort. Motion carried unanimously with Nanette Billings, Darin
17 Larson, Joseph Prete, and Kevin Tervort voting aye.

18
19 Mr. Rasmussen thanked the City Council and stated that Councilman Larson and
20 Tervort will be missed.

21 **Adjournment: 9:29 p.m.**

Minutes of the Hurricane City Council meeting held on April 21, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Recreation Director Tiffani Wright, Planning Director Stephen Nelson, Assistant Planner Fred Resch, Street Superintendent Weston Walker, City Engineer Arthur LeBaron, and City Recorder Cindy Beteag.

AGENDA

4:00 p.m. Discussion regarding 2022-23 budget

Council discussed the upcoming budget.

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

Scott Hughes stated the Power Department is moving the metering point to Brentwood. It should be finished next week.

Nick Wright with Fire District reported that the academy will be complete on April 29th. Twenty participants are graduating, and the graduation ceremony is on April 29th at 6:00 p.m. in the High School auditorium. The Fire District is averaging twelve calls per day.

Chief Lynn Excell reported that his goal was to get back to full staff this year. He feels they are getting closer. It is difficult to fill positions because other agencies are quickly raising wages. They have extended a conditional offer to an officer that recently left for family reasons. They will have six trainees in the Field Training Program, which is taxing on the trainers. They have extended an offer for an Evidence Technician who is expected to start in late May. Another offer was extended for an Evidence Technician apprenticeship, and she is scheduled to start in June. Mayor Billings asked what the process is for evidence after cases are closed. Mr. Excell explained the evidence process. Officers are assisting in the Washington County Fair this week and helping with Ironman in May.

Weston Walker held the last interview for the open position. He is expecting to offer the position tomorrow. Slurry seal will start next Tuesday. David Hirschi stated he is getting complaints about the dust on the roads around the ball fields. He asked if the Streets Department could put mag chloride down to help with the dust. Mr. Walker noted that they do not have that equipment, so it would have to be hired out. They did blade the

1 road to Sand Mountain. They had a meeting with Interstate Rock to discuss 3000 south.
2 They will assess the road and bring in a plan soon.

3
4 Mike Vercimack is staying busy with pre-construction meetings and punch lists. Building
5 permit requests are decreasing. Half of the building permits are for business or
6 industrial.

7 Arthur LeBaron reported that repairing 3000 South will take place in the wintertime.
8 Jeremy Pickering is starting on May 2nd. There was a water main break on Main Street
9 caused by equipment digging, and the break caused flooding in a yard on 120 east. The
10 drainage has been a problem there since the owner built their home. Mr. LeBaron has a
11 plan set ready to go out to bid to fix the problem, but he will need cooperation with the
12 owner to get easements.

13 Stephen Nelson is kicking off the moderate-income housing plan. State law requires
14 class five cities to have a moderate-income plan. The City must adopt three of the menu
15 items. They have until October 1st to get updates done. The open house is on May 11th.
16 The Steering Committee is assisting with the process. The City was awarded a \$45,000
17 grant from the Utah Department of Transportation (UDOT) to work on the downtown
18 master plan. The City will contribute \$5,000. The grant money is available on July 1st.
19 Item #6 on Old Business should be continued. The updated plan does not match the
20 water model.

21 Fay Reber reported that he was given a noise ordinance for the airport, but he feels that
22 the ordinance is beyond his scope. He recommended having it reviewed by Mike Green
23 or someone who is more knowledgeable about the subject. The City Council agreed to
24 send the ordinance to Mike Green for review.

25 **6:00 p.m. - Call to Order –**

26 Mayor Nanette Billings welcomed everyone to the meeting.

27 **Prayer:** Pat McEwen

28 **Historical Thought & Pledge:** Michelle Peterson

29 Mayor Billings reported that the budget discussion will start in July. The meetings are
30 open to the public.

31 Approval of Minutes: Special City Council Meeting for March 23, 2022, April 5, 2022,
32 and April 13, 2022

33 Doug Heideman motioned to approve the Special City Council meeting minutes for
34 March 23, 2022, April 5, 2022, and April 13, 2022. Seconded by Joseph Prete. Motion

1 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
2 Heideman voting aye.

3
4 Mayor Billings went over the upcoming events.

5
6 **OLD BUSINESS**

7 **1. Ordinance 2022-12:** Consideration and possible approval of a **Land Use Code**
8 **Amendment to Title 10, Chapter 15, regarding Planned Commercial**
9 **development standard.**

10 Stephen Nelson reported that several property owners requested a workshop meeting,
11 but the Planning Commission was unable to get one scheduled. He went over the email
12 he sent showing the current ordinance, the proposed changes, and what the property
13 owners are requesting. The biggest concern from property owners is regarding the
14 Planning Commission recommendation of the 20 20 split based on the square footage
15 of the building. Property owners are also concerned with the recommendation of fifteen
16 units.

17 Dave Nasal stated they agree with the goal. Commercial with residential would be
18 easier than residential with commercial. He had heard mentioned in the council
19 meetings that people knew the zone when they bought the property, and he is the
20 opposite. The definition of planned commercial is changing, which is affecting him.

21 Mr. Nelson reported that planned commercial always allowed for residential and
22 commercial. However, there was no requirement to do a mix, and it could have been
23 developed fully residential. That is the reason for the proposed change.

24
25 Duane Fielding stated that there are only a few parcels zoned this way. The changes
26 make sense for the area. They would like to have twenty units per acre because it is
27 important to have the density to support the commercial. They oppose the ban on
28 renting the work and live units because they should not have to be owner-occupied.

29 Dwaine Schallenberger stated they have a large parcel which is hard to plan based on
30 square footage. They support the staff recommendation for acreage.

31 Mayor Billings was excused at 6:30 p.m.

32 Councilman Prete is careful not to reject the Planning Commission's recommendation.
33 However, he does lean towards acreage instead of square footage. He supports the
34 fifteen-unit cap on density with the potential to go up to twenty. He does not think the
35 ordinance is ready to pass. Mr. Nelson would like feedback from City Council on what
36 they want to see in the ordinance. The Planning Commission has put a lot of work into
37 this, and he supports the Planning Commission. However, after the Planning

Commission's recommendation, comments were received expressing concern regarding the square footage recommendation. After doing more research, he thinks that acreage will make this ordinance successful in achieving what the City and the owners want. Councilman Heideman likes the acreage as opposed to square footage.

Doug Heideman motioned to continue Ordinance 2022-12: Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

2. Ordinance 2022-08: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 3150 South 1100 West to contain a PDO, planned development overlay with the currently underlying zone of RM-2, multifamily 10 units per acre.** Parcel numbers H-3394-H, H-3394-J-1, and H-3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant. Scott Stratton Agent.

Scott Stratton drew in some larger units in the area to break it up. They did put in the roadway that staff requested. Councilman Prete stated that the Planning Commission and staff voted to approve this. One of the reasons for the PDO is to have different setbacks. The project's density is not changing. Mr. Stratton reported that the PDO requires ten feet on the individual homes, and his request was to change that to seven feet. Mr. Nelson stated that the Planning Commission recommended approval.

Kevin Thomas motioned to approve the zone change amendment request located at approx. 3150 South 1100 West. Subject to it not exceeding 200 lots, staff, and JUC comments. Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

3. Ordinance 2022-09: Consideration and possible approval of a proposed **Zone Change Amendment request located at 284 W 1080 S from RA-1, residential agriculture one unit per acre, to R1-15, residential one unit per 15,000 square feet** to allow for a lot split. Parcel number H-3-2-3-2126. Michelle Stratton Shumway Applicant

Michelle Stratton is not present. Mr. Nelson reported that the Planning Commission recommended approval. Councilman Prete clarified that this is a one-acre lot that the applicant wants to divide into two lots. Because of the master-planned roadway, they will not have the acreage for two half-acre lots. Councilman Thomas stated that if the Council plans to deny this, it should be continued until the applicant is present. If there are no issues, the Council should vote to approve it.

1 Dough Heideman motioned to approve the zone change amendment request located at
2 284 W 1080 S. Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph
3 Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

4 **4. Consideration and possible approval of an amended final plat for Pecan**
5 **Valley Phase 3 located at 5200 W 2500 S.** Chris Wyler Applicant. Civil Science
6 Agent

7 Chris Wyler is not present. Mr. Nelson reported that they are not changing lots or
8 layouts. They are changing the roadway dedication alignment. Mr. LeBaron has
9 reviewed and signed off.

10 Doug Heideman motioned to approve an amended final plat for Pecan Valley Phase 3
11 Seconded by Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David
12 Hirschi, Kevin Thomas, and Doug Heideman voting aye.

13 **5. Consideration and possible approval of a development agreement with LaRae**
14 **Ellsworth Stout Revocable Trust** regarding 11.95 acres of parcel H-3350-A-
15 Karl Rasmussen

16 Karl Rasmussen and Adam Stout present. Mr. Rasmussen reported that Stuart Stout
17 wants to build a house on the parcel. When they met with staff, it was decided that a
18 development agreement was necessary to allow Mr. Stout to start building the house.
19 The existing building and parcel to the north will go through the proper subdivision
20 process. Mr. Stout would like the agreement to state that he will get the property's fair
21 market value for the master-planned road.

22 Mr. Nelson discussed the boundaries and the history of the property. The City
23 previously approved split zoning with light industrial and residential agriculture so the
24 owner could operate their roofing business. After meeting with the applicant, staff felt
25 like the dedication and improvements of the road were beyond the impact of a single
26 home. Mr. Nelson recommended not specifically stating which funds the City will use to
27 purchase the property for the roadway. The owner expressed concern that the roadway
28 might cut off his ability to drive his cattle. In the agreement, they ask the City to put a
29 culvert under the road so the animals can go back and forth. Mr. Nelson does not think
30 this development agreement addresses what the applicant wants to do. Adding a single
31 home will have minimal impact. But since there are some light industrials, it will trigger
32 codes that require road improvements. The new code states that planning staff and
33 engineering are the initial determiners of what needs to be dedicated. The Planning
34 Commission reviews appeals or constitutional findings.

35 Mr. Rasmussen is unsure what the culvert would cost. Councilman Thomas is not
36 opposed to this because it preserves the agricultural ability of the property. Mr.
37 Vercimack clarified that a culvert is not required until the road is built. Mr. Reber does

1 not think this is ready to be approved. Mr. Rasmussen asked if it could be approved
2 based on the conditions of the development agreement. Mr. Stuart wants to start
3 building now. Councilman Prete asked if changing the zoning back to RA-1 would be
4 the best option. The previous zoning was intended to get the business in compliance.
5 There was no intent to turn this into an industrial area. If the City could eliminate the
6 industrial in the area to encourage agriculture, it would meet the applicants' goals and
7 be in the City's best interest. Mr. Reber stated it could be approved subject to the
8 inclusion of the items in the agreement. However, it is better to have the agreement in
9 place for the Council to review. Mr. Nelson reported that the development agreement
10 needs to address the culvert and the road improvements.

11 Dave Sanders motioned to continue to this item to the next City Council meeting
12 Seconded by David Hirschi. Motion carried with Dave Sanders, Joseph Prete, David
13 Hirschi, Kevin Thomas, and Doug Heideman voting aye.

14 **6. Consideration and possible approval of a reimbursement agreement for the**
15 **Cordero Development**, to provide impact fee vouchers for reimbursement for
16 master plan roadways and waterlines.

17 Dave Sanders motioned to continue this item. Seconded by Doug Heideman. Motion
18 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
19 Heideman voting aye.

20 **7. Ordinance 2022-10: Consideration and possible approval of a proposed Land**
21 **Code Use Amendment to Title 10, Chapter 3, Chapter 7, Chapter 41, and**
22 **Chapter 51 – all regarding ADU's, accessory dwelling units. Hurricane City**
23 **Planning Applicant**

24 Jeremy Hargis supports allowing additional units on properties, and he would like to see
25 it allow more ADU's with larger parcels. His aging mother and adult children can't afford
26 housing in the area, and he is trying to accommodate them with living quarters. To have
27 the flexibility to support his family and have a rental unit would be helpful to him.

28 Mr. Nelson reported that this code will allow multiple ADU in commercial and residential
29 zones. The proposed changes do not include agriculture. The council feels it should be
30 included in the agriculture zone. Councilman Prete is concerned because the City
31 Attorney has not vetted this.

32 Kevin Thomas motioned to continue to this item to the 2nd City Council meeting in May
33 Seconded by Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David
34 Hirschi, Kevin Thomas, and Doug Heideman voting aye.

35 **8. Consideration and possible approval of Resolution 2022- 20 updating various**
36 **power related fees**-Scott Hughes

1 Mr. Hughes reported that the Power Department is updating the current fees and
2 proposing new fees. The after-hours fee does not cover the employee cost. They hope
3 that raising the fee for meter tampering will encourage people to pay their bills and not
4 tamper with their meters. The solar review fee needs to increase to cover staff costs.
5 The proposed new fees are for designs and reviews of new subdivisions. Councilman
6 Prete serves on the Power Board and attended the meetings when the fees were
7 discussed. He stated that the fees only cover costs.

8 Doug Heideman motioned to approve Resolution 2022- 20 Seconded by David Hirschi.
9 Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and
10 Doug Heideman voting aye.

- 11 **9.** Consideration and possible approval for a **preliminary plat for Gateway at**
12 **Sand Hollow Commercial, a 6 lot commercial subdivision**, located between
13 SR-9 and Sand Hollow Road. Western MTG and Realty Co Applicant. Brent
14 Moser Agent.

15 Brent Moser requested to continue this item.

16 Kevin Thomas motioned to continue to the next meeting if they are ready. Seconded by
17 Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin
18 Thomas, and Doug Heideman voting aye.

19
20 **NEW BUSINESS**

- 21 **1.** Resolution 2022-19: Discussion and consideration of approval to **appoint Brad**
22 **Winder to the Planning Commission** to fulfill the remaining term of former
23 Planning Commissioner Dayton Hall.

24 Dayton Hall resigned from Planning Commission, and he is now the City Attorney. Brad
25 Winder has agreed to fulfill the remaining term.

26 Kevin Thomas motioned to approve Resolution 2022-19: Seconded by David Hirschi.
27 Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and
28 Doug Heideman voting aye.

- 29 **2.** Discussion of an ordinance **updating code 7-1-8 Off Highway vehicles**

30 Chief Excell stated he has spent a lot of time working on this. The current code doesn't
31 cover side-by-side vehicles. The ordinance will conform with the standards set forth by
32 the State of Utah. The code allows golf carts on City streets. Mr. Excell is not in favor of
33 that. He would like recommendations from the City Council after reviewing the
34 ordinance.

1 Dave Sanders motioned to go into public hearing. Seconded by Kevin Thomas. Motion
2 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
3 Heideman voting aye.

4
5 Mayor Billings returned at 7:30 p.m.

6 **3. Public Hearing to take comments on the following:**

7 a. Title 3, Chapter 10, Section 11 **Short term vacation rentals**

8 Nathan Cole represents multiple families. They own houses that share a property line
9 with short-term rentals. The strengths of the ordinances are the only thing that prevents
10 the issue from getting worse. Transient lodging has negative effects on the residents.
11 He agrees that no RV's should be parked on the street. He disagrees with the 11:00
12 p.m. noise ordinance, and he would like it to be changed to 9:00 p.m. A residential
13 neighborhood should not have to listen to nightly rentals daily.

14 Mayor Billings reported that 11:00 p.m. is the noise ordinance for the entire city.

15 Kendra Rich understands what Mr. Cole is saying. She has an ongoing problem with
16 her neighbor, that is constantly loud. It is not a vacation rental, and she thinks the noise
17 happens whether it is a vacation rental or not. The larger vacation rental homes
18 increase the number of guests and parties. She feels that increasing the fine will do
19 more than changing the time of the noise ordinance.

20 Joseph Prete motioned to go out of public hearing. Seconded by Dave Sanders. Motion
21 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
22 Heideman voting aye.

23 **4. Ordinance 2022-14: Consideration and possible approval of an ordinance**
24 **updating changes to the short term rental ordinance-Fred Resch III**

25 Fred Resch III reported that they have updated the personal ownership data and the
26 rental license list and gave a final warning to every non-compliant property in the city.
27 Mr. Resch stated that he has not changed the proposed limit of sixty-eight licenses.
28 However, they will leave the waiting list in place. There was a suggestion not to allow
29 the permit to be transferred during the sale of a property. The current ordinance does
30 not allow parking on the street, and the proposed change allows parking in front of the
31 house. Councilman Prete pointed out that eliminating the license transfer will affect the
32 property value of a vacation rental home. He stated that the Council has not reviewed
33 this, and it is not ready to be approve.

34 Councilman Prete asked for clarification regarding casitas. Mr. Resch reported that they
35 still need a license, but it is not limited. It is considered residential hosting. No issues or

1 complaints are coming from residential hosting. Councilman Prete recapped the
2 proposed changes. He disagrees with capping the limit to sixty-eight. The biggest
3 problem is unlicensed vacation rentals. He feels that the approved fine helps to regulate
4 this better.

5 Mayor Billings asked Mr. Resch to go through sections one and two. Mr. Resch reported
6 that section one applies to the proposed cap limit of sixty-eight. Section two regards
7 administering the sale of a property with a vacation rental license. This proposal leaves
8 the waiting list and the transfer clause in place. Councilman Prete thinks enforcement is
9 more important than modifying the ordinance.

10 Joseph Prete motioned to continue this item. Seconded by Dave Sanders. Motion
11 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
12 Heideman voting aye.

13 **5. Public Hearing to take comments on the following:**

- 14 a. **A sensitive land application** for Hideaway Ridge Phase 1 and 2, a 22-lot
15 subdivision, located at approximately 1150 S Angell Heights Dr.

16 No comments.

17 Joseph Prete motioned to go out of public hearing. Seconded by Dave Sanders. Motion
18 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
19 Heideman voting aye.

20 **6. Consideration and possible approval of a preliminary plat for Hideaway Ridge**
21 **Phase 2, a three lot single family subdivision located at 1150 S Angell**
22 **Heights Dr. and sensitive lands updated application for Hideaway Ridge**
23 **Phase 1 and 2.** Tim & Kris Eden and Todd Trane-Millhaven Development
24 Applicant Todd Trane-Millhaven Development Agent.

25 Mr. Nelson reported that this is a continuation of phase one to do a cul-de-sac at the
26 end of the area to phase two. The Council required the applicant to provide a flag lot
27 access into the back property, but there are easement issues with getting access to the
28 rear property. The applicant collaborated with developers and the owner of the back
29 property and is proposing this cul-de-sac. The length of the cul-de-sac is longer than the
30 code allows. The City Council has the authority to approve a longer cul-de-sac. The Fire
31 District and Planning Commission gave positive recommendations. The Planning
32 Commission recommended approval with expectations based on sound and reasonable
33 engineering, the length of the cul-de-sac, and subject to staff and JUC comments.

34 Joseph Prete motioned to approve the preliminary plat for Hideaway Ridge Phase 2
35 subject to staff and JUC comments. Seconded by Dave Sanders. Motion carried with

1 Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting
2 aye.

3 **7. Consideration and possible approval of a grading permit for Balance of**
4 **Nature-** Bruce Waldron

5 Mr. Rasmussen stated that the item could be removed. They will work through this with
6 staff.

7 Joseph Prete motioned to table this item. Seconded Dave Sanders. Motion carried with
8 Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting
9 aye.

10 **8. Ordinance 2022-15: Consideration and possible approval of a Zone Change**
11 **Amendment request located at approx. 1250 South and 1150 West from**
12 **RA-1, residential one unit per acre, with an Agriculture Overlay Protection**
13 **Zone, to PF, public facility for a power substation. Parcel number H-3-2-3-3319.**
14 Hurricane City Power Applicant. Jared Ross Agent

15 Jared Ross stated that the department had a parcel to the south, but they made
16 arraignments to move to a larger parcel to the north. To do that, they need to change
17 the zone to public facilities. No public comments were received. Mr. Nelson reported
18 that this property is an RA-1 with agriculture protection. A property owner can have the
19 agriculture protection removed with consent from the City Council. The agriculture
20 protection will only be removed from this parcel.

21 Doug Heideman motioned to approve the zone change amendment request located at
22 approx. 1250 South and 1150 West. Seconded by Joseph Prete. Motion carried with
23 Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting
24 aye.

25 **9. Consideration and possible approval of the bid award for the 3 Falls**
26 **Substation site** and site access - Jared Ross

27 Mr. Ross stated that the bid is for the preliminary excavation and grading of the site. It
28 also includes access to a service road along the remainder of 1300 south. Two bids
29 were received. Interstate Rock's proposal is \$1.1 million. Ash Excavating's proposal is
30 \$533,989. Pro Value Engineering reviewed the project to ensure everything is complete.
31 The Power Department's recommendation is to award the bid to Ash Excavating.
32 Councilman Prete is concerned with the drastic price difference in the bids. He wants to
33 make sure the bid from Ash Excavating includes everything. Mr. Rasmussen is unsure
34 why the Interstate Rock bid is higher. Ash Excavating is a credible company. Mr. Nelson
35 reported that they plan to do offsite grading to bring in material. He feels comfortable
36 with the Council giving JUC the ability to sign off on that in the construction drawings.

1 Mr. Vercimack noted that this project does not have approved construction drawings.
2 He is unclear how this could be sent out to bid without approved construction drawings.
3 Mr. Rasmussen stated that the red lines are complete, and the construction design is
4 going to staff next week. Notice to proceed will not be given until the drawings are
5 approved.

6 Kevin Thomas motioned to approve the bid award for the 3 Falls Substation site and
7 site access to Ash Excavating in the amount of \$533,989 based on staff approval of the
8 construction drawings, offsite grading, and that it is bonded appropriately. Seconded by
9 Doug Heideman. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin
10 Thomas, and Doug Heideman voting aye.

11 Councilman Prete would like staff to talk to Interstate Rock to clarify the price difference
12 in their bid.

13 **10. Ordinance 2022-16: Consideration and possible approval of a Zone Change**
14 **Amendment request located at approx. 27 North 2800 West from R1- 8,**
15 **residential one unit per 8,000 square feet, to HC, highway commercial.**
16 Parcel number H-3-1-32-440112. Swiss Seven LLC Applicant. Kent Frei Agent.

17 Matt Lou with American Land Consulting is representing Kent Frei. The General Plan
18 does have a commercial designation in this area.

19 Kevin Thomas motioned to approve the zone change amendment request located at
20 approx. 27 North 2800 West. Seconded by Doug Heideman. Motion carried with Dave
21 Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

22 **11. Ordinance 2022-17: Consideration and possible approval of a Zone Change**
23 **Amendment request on a portion of 5584 West 720 South from M-1, light**
24 **industrial, to HC, highway commercial, to match the adjacent property to**
25 **allow an RV park.** Parcel number H-QCIP-3-16. Dennett Construction
26 Applicant. Civil Science-Brandee Walker Agent.

27 Doug Dennett reported that the zone change request is to include the flag lot in the RV
28 Park. Mr. Nelson stated that they want to incorporate the flag lot as highway commercial
29 so they can extend to the RV park. The Planning Commission recommended approval
30 with conditions because they feel this is a better use of the flag lot.

31 Joseph Prete motioned to approve the zone change amendment request on a portion of
32 5584 West 720 South. Seconded by Davide Hirschi. Motion carried with Dave Sanders,
33 Joseph Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

34 **12. Ordinance 2022-18: Consideration and possible approval of a Zone Change**
35 **Amendment request located at 208 South Main Street from R1-10,**

1 **residential one unit per 10,000 square feet, to GC, general commercial**, for
2 the property to be used as a vacation rental or a commercial retail or restaurant
3 space. Parcel number H-55. Jeremy and Laurie Scholzen Applicant.

4 Public comments in packet and email.

5 Carrie Bodell lives on 200 South. She is opposed to this change. There are already too
6 many vacation rentals in this area. This was zoned for residential property, and the
7 buyer knew they were buying a residential property. There is no curbing or sidewalks,
8 and more traffic is dangerous for the kids. This is not appropriate for the residents in the
9 area.

10 Michelle Peterson moved to Hurricane City because AirBnbs overran the area they lived
11 in. They bought a historic home and take pride in improving the area. They knew they
12 would be next to the Main Street Cafe, but they have a buffer between them. They don't
13 want commercial on both sides.

14 Mr. Nelson reported that the home is on the historic registry. The registry is more of an
15 acknowledgment and encourages maintaining the historical feature. There is no
16 obligation for it to be maintained as historical. The General Plan encourages a variety of
17 uses in the downtown designation. The plan also recommended that the City adopt a
18 downtown master plan. This area might have a new zoning standard that allows a mix
19 of residential and commercial uses in the future. The Planning Commission
20 recommended denial.

21 Tori Pickering lives behind the applicant. She is opposing the change. It is challenging
22 to walk with her kids on the streets, and the zone change will contribute to more danger.
23 Previously, there was a pest control business in the home that didn't negatively affect
24 the neighbors. The applicant will not have the same control with a restaurant or Airbnb.
25 Jeremy Pickering sent emails to the Planning Commission for public comments. He
26 does not think this is the right time to change this to commercial. Many residents
27 oppose this. The existing zones make the properties valuable.

28 Andrew Ashcroft commented that no one in this area knew about the master plan.
29 There should be a better way to inform the community.

30
31 Sicily Steffon does not live right by the property, but the traffic will affect her family. They
32 would not have purchased their home if they knew the master plan allowed commercial.
33 The small-town charm is disappearing everywhere.

34 Laurie Scholzen is surprised by the opposition. The master plan was very well-
35 publicized. They looked at the master plan when they purchased this property. Main
36 Street isn't as improved as it should be. If people do not come in and buy a property to
37 preserve it, then the area will be full of old unmaintained homes. Most of the traffic along

1 SR-9 and SR-59 is park-driven. Commercial makes sense in this area. The approved
2 master plan talks about enticing commercial in the downtown area.

3 Councilman Hirschi is concerned because the Council does not know what the use will
4 be. Mrs. Scholzen intends to protect Main Street. Their short-term plan is to have a
5 nightly rental and transition into commercial in the future. Mr. Nelson pointed out that
6 once the property has the zoning, they can do whatever is allowed in that zone. The
7 home is very small, limiting what can take place on the property.

8 Councilman Heideman stated that the plan to revitalize downtown has been around for
9 a long time. Earlier tonight, he proposed eliminating nightly rentals in residential areas.
10 This is the ideal place for vacation rental because it is located near commercial. He
11 agrees that the street needs improvement. Mr. Nelson reported that the area was
12 previously designated as a downtown district. The general plan provided steps for the
13 City to take for historic preservation in that area. Councilman Sanders pointed out that
14 the original commercial area in Hurricane was on Main Street and 400 South. The
15 zoning has changed over the years because the town has evolved. There are many
16 ways to revitalize the area, and this might be a solution.

17 Councilman Hirschi appreciates what the applicant is doing. It is difficult for him to go
18 against what the majority of the citizens want, even if it benefits the city. He feels he is
19 here to support the citizens. Councilman Thomas stated that the zoning line is on 200
20 South, and he does not think it should change until the downtown area is reviewed.
21 Changing the zone would allow the applicant to bypass the short-term rental license
22 waiting list.

23 David Hirschi motioned to deny the zone change amendment request located at 208
24 South Main Street based on it is not consistent with the general plan, it is not
25 harmonious with the overall character, and it affects the adjacent properties. Seconded
26 by Kevin Thomas. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and
27 Doug Heideman voting aye. Joseph Prete, nay.

28 **13. Ordinance 2022-19: Consideration and possible approval of a proposed Zone**
29 **Change Amendment request located at approx. 465 North 2800 West from**
30 **RA-1, residential agriculture one unit per acre, to R1-8, residential one unit**
31 **per 8,000 square feet, containing a PDO, planned development overlay, to match**
32 **the adjacent zones. Parcel number H-3-1-31-1104. Swiss Seven LLC Applicant.**
33 **Kent Frei Agent.**

34 Mayor Billings reported that an email came in tonight with concerns that there is no way
35 to ensure affordable housing. Mr. Lou stated that the zone change request matches the
36 area around them. The General Plan mentioned that this needs to be a single-family
37 product. This amendment addresses the single-family requirement. There are 106 patio
38 homes and five single-family homes. Mr. Nelson reported that they originally came in

1 with townhomes and requested a density bonus. The Planning Commission
2 recommended they come back with a single-family product. They are under the R1-8
3 base density. There are sensitive lands and hillsides in the area, and they will have to
4 work through topography issues.

5 Mayor Billings asked how they can help the community and make affordable housing?
6 Mr. Lou stated that the way is to have smaller lots. He understands that affordable
7 housing is a challenge in Utah. His strategy is that anyone who benefits from the sale of
8 a building should have skin in the game. Everybody must be committed to addressing
9 affordable housing. Mayor Billings wants developers to commit to helping solve the
10 problem. Mr. Lou stated that the City can not place those requirements on developers
11 without an ordinance.

12 Clelen Tanner is here opposing this development. To have 4.4 homes per acre, they
13 must include land that is not buildable. What starts as a nice neighborhood will not end
14 up being that way. He has seen it before and does not want to see it again. Hurricane
15 City needs to put a pause on development. There is not a consistent shared vision for
16 Hurricane. Why have the Master Plan if it is fluid? The usable land should calculate the
17 density. This should be sent back for four homes per usable acre. Councilman Thomas
18 thinks the General Plan allows for the zoning that is being proposed. The open space is
19 beautiful, and the layout gives good open space. It is not fair to characterize a small
20 home as unpleasing.

21 Mr. Nelson explained that anything over a thirty percent slope cannot be used. They did
22 factor out the unusable space, which is still within the R1-8. He thinks it is important to
23 note that there will be a four-way intersection, and staff would prefer a roadway
24 connection, but the topography does not allow that.

25 David Hirschi motioned to deny the zone change amendment request located at approx.
26 465 North 2800 West based on it is not consistent with the City's General Plan and
27 goals. No second. Motion fails.

28 Councilman Thomas thinks people have the right to develop their property, and it
29 matches the surrounding uses.

30 Kevin Thomas motioned to approve the zone change amendment request located at
31 approx. 465 North 2800 West subject to staff and JUC comments. Seconded by Doug
32 Heideman. Motion carried with Dave Sanders, Joseph Prete, Kevin Thomas, and Doug
33 Heideman voting aye. David Hirschi, nay.

34 **14. Consideration and possible approval of a preliminary plat for Desert Bloom, a**
35 **576 lot subdivision, located at 600 S and 3500 W. DR Horton (Don Beam)**
36 **Applicant. Adam Allen Agent**

1 Mr. Lou represents Don Beam and Dr. Horton. This is 576 single-family lots, ranging
2 from 6,000-to 8,000 square foot lots. Mr. Nelson reported that block lengths can't be
3 longer than 800 feet and require access to adjacent properties. The general
4 recommendation is to make roadway connections, and the block length meets the
5 standard. Mayor Billings asked what the requirements are for open space within a
6 single-family zone? Mr. Nelson stated there is no open space requirement within single-
7 family zoning. But there is a park next to this development. Brent Moser pointed out this
8 development is part of the PID with trails, parks, and amenities.

9 Doug Heideman motioned to approve the preliminary plat for Desert Bloom subject to
10 connectivity and staff and JUC comments. Seconded by Kevin Thomas. Motion carried
11 with Dave Sanders, Joseph Prete, Kevin Thomas, and Doug Heideman voting aye.
12 David Hirschi, nay.

13 Councilman Prete emphasized the importance of having a policy that integrates the
14 attainable housing concept.

15
16 **15. Consideration and possible approval of a preliminary plat for Quail Creek**
17 **Industrial Phase 5-8, a 63 lot industrial subdivision located at Regional**
18 **Park Road and 1000 S.** Dennett Construction Applicant. Civil Science-Brandee
19 Walker Agent.

20 Mr. Nelson reported that the Planning Commission made a positive recommendation.
21 There needs to be coordination with the Purgatory Roadway, and approval needs to be
22 subject to that happening. Multiple agencies are involved in the roadway, so they will all
23 need to approve the alignment. Mayor Billings reported that this is federally funded, and
24 UDOT is not involved. Another issue is figuring out who will serve power to the property.
25 Mr. Nelson is working on this.

26 Doug Heideman motioned to approve the preliminary plat for Quail Creek Industrial
27 Phase 5-8 conditional upon staff approval of the road and with staff and JUC comments.
28 Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David
29 Hirschi, Kevin Thomas, and Doug Heideman voting aye.

30 **16. Consideration and possible approval of a preliminary plat for Sky Valley West,**
31 **a 24 lot single family subdivision,** located at 600 N and 3400 W. Frank
32 Lindhardt/Shoshone Land Company Applicant.

33 David Hirschi motioned to continue the item. Seconded by Doug Heideman. Motion
34 carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin Thomas, and Doug
35 Heideman voting aye.

1 **17. Consideration and possible approval of a preliminary plat for Cordero Phase**
2 **2, a 40 lot subdivision**, located at 2100 W 3900 S. Brant Tuttle, Northern
3 Engineering Applicant.

4 Brant Tuttle reported that there are items that can be addressed with the final plat.
5 Phase 1 is under construction with thirty-nine lots. Councilman Prete pointed out that
6 the Planning Commission recommended approval. Mr. Nelson reported that the Water
7 Department was concerned that the water model was inadequate. The water modeling
8 is not resolved, but the Water Department has provided a will serve letter.

9 Joseph Prete motioned to approve the preliminary plat for Cordero Phase 2. Seconded
10 by Dave Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi,
11 Kevin Thomas, and Doug Heideman voting aye.

12 **18. Consideration and possible approval of a preliminary plat for Horseman's**
13 **Edge, a 40 lot single family subdivision**, located at 3053 S 1100 W. Diamond
14 Edge Construction Applicant. Scott Stratton Agent.

15 Councilman Heideman stated this the applicant has done everything asked of him.
16 Mayor Billings confirmed that there are fifteen vacation rentals with stalls in the back
17 and rail fences through the whole subdivision. There will also be parking for trailers.
18 Scott Stratton stated yes. Councilman Prete reported that the Planning Commission
19 recommended denial, but staff recommended approval. There was a difference in the
20 verbiage of the motion compared to the discussed topics, and the Planning Commission
21 felt this was not consistent with the motion.

22 Mr. Nelson reported that the language in the motion was that the development was not
23 to exceed forty units, and the lots should average half an acre. He recollects that the
24 agreement between the City Council and the application was that it was going to be
25 okay with the base density of forty units because of the open space dedication. But that
26 doesn't match the verbiage of the motion. Mayor Billings remembers Mr. Rassmussen
27 saying with forty units at about a half-acre. The Council said yes in the motion. This
28 matches what was discussed. The JUC had concerns about power adequacy in the
29 area, but the JUC comments were retracted.

30 David Hirschi motioned to approve the preliminary plat for Horseman's Edge subject to
31 JUC review. Seconded by Dave Sanders. Motion carried with Dave Sanders, Joseph
32 Prete, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

33 **19. Ordinance 2022-20: Consideration and possible approval of a proposed Land**
34 **Code Use Amendment to Title 10, a section of Chapter 7 – regarding**
35 **conditional use permits and Chapter 15 regarding Highway Commercial**
36 **building standards.** Ishraj Singh Applicant. Steve Beesley Agent.

1 Mr. Nelson explained that the applicant applied for a conditional use permit for a tall
2 hotel. The code is currently written as the height is 1.5 times taller than the average
3 height of the surrounding buildings. The application was denied. The applicant filed for a
4 code change to allow fifty-five-foot-tall buildings in highway commercial zoning. The
5 Planning Commission felt that doing a conditional use permit for a taller building in
6 highway commercial zoning is more appropriate and clarifying the standards on how to
7 measure that would be better. Mr. Nelson reviewed the proposed changes.

8 Joseph Prete motioned to continue until the second meeting in May. Seconded by Dave
9 Sanders. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin
10 Thomas, and Doug Heideman voting aye.

11 **20. Consideration and possible approval of a Proclamation regarding the**
12 **discharge of fireworks-Cindy Beteag**

13 Joseph Prete motioned to approve, subject to a revision to the effect that the restriction
14 does not pertain to commercial firework displays conducted by the City. Seconded by
15 Kevin Thomas. Motion carried with Dave Sanders, Joseph Prete, David Hirschi, Kevin
16 Thomas, and Doug Heideman voting aye.

17 **Adjournment: 11:32 p.m.**

Proposed Hurricane Airport Noise Abatement Solution



Author: Scott Freeman

Objective & Outline

Primary Objective

Implement a Noise Abatement Program for the Hurricane City Airport which includes:

- 1) A Noise Abatement Policy**
- 2) Noise Abatement MOU's where Required**
- 3) An ADS-B Aircraft Based Monitoring & Reporting System**
- 4) An Accountable Documentation System for Noise Complaints**
- 5) A System to Quantify, Evaluate, & Resolve Noise Complaints**
- 6) A Robust Pilot Awareness and Education Noise Abatement Program**

➤ Outline

- Background
- Proposed Noise Abatement Policy & MOU's
- Aircraft Monitoring & Reporting System
- Establish an Accountable System for Noise Complaints & Resolution
- Noise Coordinator Volunteer
- Proposed Pilot Awareness & Training Program
- Partnership with Sand Hollow Aviation Association

**GOAL: To Implement a Robust, Accountable, & Successful
Noise Abatement Program**

Some Background Information

Common problem for community sponsored airports with close proximity residential development

- To avoid noise problems surrounding an airport zoning should be in the following order or precedence:
 - 1) Agricultural
 - 2) Light Industrial
 - 3) Residential (as soon as this happens, the problems begin)
- Because we already have residential zoning in the airport area, we need to develop a solution now and in the future



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Washington, DC 20004

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NOISE ABATEMENT POLICY & PROCEDURES & MOU's

- Common method for Community Sponsored Airports
- Provides specific Noise Abatement Procedures
- Compliance is Voluntary
- Pilot & Resident Training & Awareness are Key
- Can be a "Stand-Alone" City Policy or Part of the Airport Rules & Regulations
- City Council Approval is Important

Noise Abatement Procedure Highlights

- 1) Runway 19 should be used whenever wind conditions allow for safe landing and takeoff operations. If departing to the north using Runway 1, a left crosswind turn should be executed as soon as safely practical to avoid unnecessary overflight of residential areas.
- 2) All aircraft departing the airport pattern area are to make a reasonable effort to climb to a minimum altitude of 1000' AGL before doing so.
- 3) All arriving aircraft utilizing the traffic pattern are to maintain a minimum of 1000' AGL until established in the pattern per guidelines found in the Aeronautical Information Manual.
- 4) Simulated forced landings and/or autorotations should not initiate until the aircraft reaches the typical pattern altitude of 1000' AGL.

NOISE ABATEMENT POLICY & PROCEDURES & MOU's

➤ Noise Policy Highlights Con't:

- 6. Unless otherwise approved by the Airport Manager or a Memorandum of Understanding agreement between the City of Hurricane and the applicable entity, repetitive aircraft training operations are to be minimized these to (2) 30 minute sessions on any given calendar day if the aircraft exceeds 80 (eighty) decibel levels per noise measurement levels determined and defined in FAA Circular AC 36-1H. This restriction shall not apply in emergencies, where necessitated by safety considerations, or when required by the Federal Aviation Administration.**
- 7. Aircraft are not to be started, run-up, or depart the Airport between the hours of 9:00 p.m. and 7:00 a.m. local time other than to make an immediate departure from the airport area.**
- 8. All aircraft arriving between the hours of 9:00 pm and 7:00 am local time to be limited to one (1) full stop approach and landing sequence.**
- 9. Repetitive pattern work, touch and go's, stop and go's, low approaches, or practice autorotations are not to be conducted between the hours of 9:00 pm and 7:00 am**

NOISE ABATEMENT POLICY & PROCEDURES & MOU's

➤ Memorandums of Understanding

* **Model is SUU**

* **Other Entities as Required**

➤ Liaison with SUU is Needed

- **Volunteer Position**

- 2 to 3 individuals at most

➤ **Primary Duties:**

1. Develop a positive & constructive working relationship with the SUU flight training department
2. Work with SUU to refine the MOU as needed
3. Only incidents that SUU is actually responsible for will be communicated
4. Provide a single point of contact between Hurricane City and SUU to eliminate confusion and miscommunication

AIRCRAFT MONITORING & REPORTING SYSTEM

Provide Factual Data for Complaint Resolution, System Evaluation & Future Decision Making

- Aircraft Monitoring System Purchased with Private Sponsor Funds
 - Utilizes data directly broadcast from an aircraft's transponder- no filtering software
- Demo Video
- We Can Do Custom Reports as Needed

ESTABLISH AN ACCOUNTABLE SYSTEM FOR NOISE COMPLAINT SUBMITTAL & RESOLUTION

- Noise Complaints can be Submitted via a Link on the City Website or the Sand Hollow Aviation Association Website (Awareness thru the City Newsletter)
- Complaints will be Formally Documented and Tracked
- Complaints will be Correlated & Evaluated with Aircraft Tracking System Data
- Complaints will be Individually Addressed and Feedback for Resolution Provided
- Future Prevention Action Based as Applicable will be Determined & Executed

➤ COMPLAINT CONTENT

- Name of Citizen
- Contact Information for Follow-up
- Date & Time of Incident
- Location of Incident
- Type of Aircraft (Airplane, Helicopter, Ultralight)
- Any Description of Aircraft
- Short Description of Complaint

Noise Coordinator Required

➤ Volunteer Position

➤ Primary Duties:

1. Collect & Organize Monitored Aircraft Flight Data
2. Receive, Correlate, and Respond to Noise Complaints
3. Provide Resolution Recommendations to Airport Manager
4. Provide Reports to City Leadership
5. Part of SUU Liaison Team

Volunteering to be the Noise Coordinator

PILOT AWARENESS & TRAINING

➤ Pilot Awareness & Training is KEY!!!

- * Add a Noise Policy & Procedures reference to FAA documents pilots use to prepare for use of the Hurricane Airport
- * Hold noise abatement training for existing aircraft owners based at Hurricane
- * Provide summary of the Noise Policy & Procedures flyer to transient pilots
- * Post noise abatement procedure signs at key locations on ramp for arriving and departing aircraft

Overview

In order to reduce excessive aircraft noise for our citizens and at the same time allow pilots to utilize the Hurricane Airport and its capabilities, Hurricane City enacted a noise abatement ordinance effective on 10/1/2010. Pilots are highly encouraged to VOLUNTARILY follow the noise abatement procedures and restrictions.

Noise Abatement Procedures

- No aircraft shall be started, run-up, or depart the Airport between the hours of 9:00 p.m. and 7:00 a.m. local time other than to make an immediate departure from the airport area.
- All aircraft departing the airport pattern area shall make a reasonable effort to climb to a minimum altitude of 1000' AGL before doing so. If departing to the north using runway 1, a left crosswind turn will be executed as soon as safely practical to avoid unnecessary overflight of residential areas.
- All aircraft arriving between the hours of 9:00 pm and 7:00 am local time shall be limited to one (1) full stop approach and landing sequence.
- All arriving aircraft utilizing the traffic pattern shall maintain a minimum of 1000' AGL until established in the pattern.
- Repetitive pattern work, touch and go's, stop and go's, low approaches, or practice autorotations are prohibited between the hours of 9:00 pm and 7:00 am.
- Unless otherwise approved by the Airport Manager or a Memorandum of Understanding agreement between the City of Hurricane and the applicable entity, repetitive aircraft training operations are restricted to (2) 30 minute sessions within a 24 hour period if the aircraft exceeds 80 (eighty) decibel levels per noise measurement levels determined and defined in FAA Circular AC 36-1H. This restriction shall not apply in emergencies, where necessitated by safety considerations, or when required by the Federal Aviation Administration.
- Simulated forced landings and/or autorotations shall not be permitted until the aircraft reaches the typical pattern altitude of 1000' AGL.

Exceptions

- Aircraft operated by or under contract of the United States of America, any State, county, city, subdivision or special district of a state including military, law enforcement, firefighting, search & rescue, disaster relief, and medical evacuation flights
- Aircraft used for emergency purposes during an emergency officially proclaimed by competent authority pursuant to the laws of the United States, the State of Utah, Washington County, or the City of Hurricane
- Civil Air Patrol aircraft when engaged in actual search and rescue missions
- Aircraft which have declared an inflight emergency
- Aircraft operating as air ambulance for medical purposes
- Aircraft conducting tests under the direction of the Airport Manager

Penalties

- First violation: verbal instruction and/or a written letter describing the infraction shall be issued to the violator and no civil penalty shall be imposed
- Additional violations: may result in an issued citation with fines up to \$500 for each offense and/or suspension of airport privileges

FOR FURTHER INFORMATION OR QUESTIONS PLEASE CONTACT THE AIRPORT MANAGER,
DAVE HOUSTEN @ (435) 467-9058

Examples of recent pilot interaction & results: Helicopters on 3/24, 4/5, & 4/8

ATTENTION PILOTS

Hurricane City Airport Has an Active Noise Abatement Policy
A Policy & Procedure Summary Sheet is available at the Fuel Farm or from the Airport Manager

Note: Please Avoid Overflight of Residential Areas Whenever Practical

Sand Hollow Aviation Association



➤ Name is inclusive

➤ Charter Elements:

1. Provide a means for communication between pilots and the community
2. Provide a means for pilot noise abatement training awareness & training
3. Provide a means for peer interaction
4. Provide outreach to the community
5. Provide recommendations to the Airport Board
6. Sponsor Aviation based activities such as airport open houses, youth awareness, volunteer airport improvement projects, etc.

Website is Active & the Membership Drive is Underway

SUMMARY

➤ Advantages of this Approach:

- 1) The Noise Abatement Policy & Procedures approach conforms to established precedence throughout the country
- 2) MOU's foster cooperation and compliance
- 3) Aircraft traffic monitoring system will provide comprehensive airport traffic data which can be analyzed and presented in a variety of ways
- 4) A documented noise complaint system will factually reveal the true extent of the airport noise issue and combined with the monitoring system will allow for specific incident follow-up and resolution
- 5) A Robust Pilot Awareness and Education program for Noise Abatement will be implemented
- 6) A partnership between the City and the Sand Hollow Aviation Association will provide a comprehensive force for improvement

**This Program will Result in a Noise Abatement Program
which we can be Proud of and will Become a Model for other
Small Airports**

3. Consideration and possible approval of a proposal to seek sponsorship aid in using the school district buses for a private event – Dehn Craig

Dehn Craig with Vacation Races is seeking sponsorship aid for the Zion Half Marathon to be held on February 29, 2020. This is their 8th year of operation. Vacation Races is asking Council to request the use of school buses on its behalf in order to shuttle runners and spectators on race day. Vacation Races will cover any incurred costs for the use of buses as well as driver payments. They will shuttle all runners from the Springdale, La Verkin and Hurricane areas to the race start line. Shuttles departing to the start line and returning from the finish line will position Hurricane as being a convenient place to stay in terms of race logistics. This sponsorship will also allow Vacation Races to aggressively promote Hurricane as a lodging destination for runners on race weekend. Last year, the average night stay was 3.6 nights and Hurricane was the second most popular location for runners to stay with 33% of runners staying here. Mr. Craig stated in previous years they had to charter buses to shuttle racers. These buses wouldn't show up until the morning of the race and there was always a high level of confusion and miscommunications on race day. Using local buses will reduce the chaos making for a better event for everyone.

Dave Sanders made a motion to approve the sponsorship aid in using the school district buses for this private event. Seconded by Joseph Prete. Motion approved with Darin Larson, Joseph Prete and Dave Sanders voting aye.

4. Consideration and possible approval of Land Use Code Amendments clarifying the time frame for recording final plats and a time extension process – Toni Foran

Toni Foran explained that this section of the code was not changed when the code was updated to change final plats to an administrative process that is approved by staff. The proposed changes are intended to clarify how and when extensions are granted by staff.

Councilman Prete expressed concerns regarding the proposed language "If developer is actively pursuing completion of improvements before recording, Final Plat Approval Staff may grant a single extension of time to record of up to 12 month if developer applies for an extension before one year from the date of original approval. Any approval for any final plat not recorded within said period or extended period shall be deemed to have been revoked and any such plat shall require new preliminary plat approval before applying for new final plat approval." He suggested redefining "actively" and possibly softening the language to allow more flexibility for the developer after the 12 month extension. Due to these concerns, he would like this item continued until the next Council meeting to allow time to modify the proposed language.

Joseph Prete made a motion to continue the Land Use Code Amendment clarifying the time frame for recording final plats and a time extension process until the February 6, 2020 Council meeting. Seconded by Darin Larson. Motion approved with Darin Larson, Joseph Prete and Dave Sanders voting aye.

Cindy Beteag

From: Kole Staheli
Sent: Wednesday, January 26, 2022 4:59 PM
To: Nanette Billings; Kaden DeMille; Cindy Beteag
Subject: Sponsorship Request from Vacation Races

Mayor Billings, Kaden, and Cindy,

I have had some questions regarding the recent sponsorship request from Vacation Races, so I have been doing a little research. It is important that I gather and provide accurate information as it pertains to this matter. With that in mind, this afternoon I spoke directly with the Washington County School District (WCSD) Transportation Director, Lane Hadlock. We had a very productive conversation, and Lane was happy to answer each question that I asked, as well as share some of his own thoughts. He has 34 years of experience in the capacity of school bus transportation, so he is very knowledgeable and familiar with policy and procedure.

Initially, I explained the request received by Hurricane City from Vacation Races regarding their upcoming event. I told Lane that it was important to our city leaders that they have the information needed to make a logical decision. He shared that the primary role of the school district is to provide transportation services to all youth in Washington County for educational purposes, not only during the school day, but also in support of extracurricular activities on a regular basis. Then, they strive to support city and county events as they are able. He was insistent that their role is not designed to support the private sector, and in many instances, Vacation Races and similar groups have found a “loophole” and are taking advantage of cities for personal and financial gain. Lane even went so far as to call this practice unethical. He continued to share some thoughts and stated that this is not common practice in Northern Utah where he worked for many years. Perhaps of greatest importance during our discussion today is the fact that the WCSD Transportation Department is currently understaffed, and therefore, would deny any request – even from Hurricane City. They are desperately trying to hire Bus Drivers, and they are offering a very high entry level wage, along with bonuses and incentives, to attract new employees.

On as side note, several days ago I spoke with a Race Director from another city in our Washington County, and they plan to discontinue this type of sponsorship. They have come to recognize it has not been a good partnership.

As a department head, I feel it is my obligation to provide a staff recommendation to our city leaders, so I am recommending that we not approve the request from Vacation Races. I would welcome the opportunity to discuss this matter further if you choose.

Kole

From: [Cindy Beteag](#)
To: [Dehn Craig](#)
Cc: lyle@vacationraces.com; anna@vacationraces.com; [Kaden DeMille](#); [Nanette Billings](#); [Kole Staheli](#)
Subject: RE: FW: Upcoming City Council Meeting
Date: Wednesday, January 26, 2022 10:31:00 AM

Dehn,

Our Mayor has approved your request to be on the agenda. The meeting will be on February 3rd @ 6:00 p.m.

Thanks,

Cindy Beteag

Cindy Beteag
City Recorder
Hurricane City
Office 435-635-2811 x 106

From: Dehn Craig <dehn@vacationraces.com>
Sent: Friday, January 21, 2022 1:07 AM
To: Cindy Beteag <cindy@cityofhurricane.com>
Cc: lyle@vacationraces.com; anna@vacationraces.com; Kaden DeMille <kaden@cityofhurricane.com>; Nanette Billings <billings@cityofhurricane.com>; Kole Staheli <kole@cityofhurricane.com>
Subject: Re: FW: Upcoming City Council Meeting

Thank you, Cindy.

I just want to be sure I am reading your email response clearly.

Are you saying that we are being denied the opportunity to appear in front of the City Council to make our request?

Your second paragraph in part took my explanation of why we were seeking city support or sponsorship and repeated it back to me as reason for NOT sponsoring the event. So I am still a little confused. I am very sensitive to the problems a small community like Hurricane has in trying to do what is best for its citizens and to protect the community from being exploited and overrun. I do not envy the job that city council men and women and the Mayor have to navigate the different policies and voices of business and citizens alike. I am grateful for the time of everyone in public service. That being said, this is not an instance of a private company just looking to exploit your public services in an attempt to maximize profits. This event has a significant economic impact on the city of Hurricane. It brings thousands of people to town who will stay in your hotels, eat in your restaurants, visit your shops, etc. It employs mostly locals! We are not asking for sponsorship to close roads, use public works, public safety, parks and rec, etc. We are not asking for any favors or to utilize any city services. We are simply asking for a sponsorship in order to secure school buses (which we intend to

pay for). This is a very common practice all across the country - for a town to sponsor an event in order to secure school buses for transportation - since that is how many school districts are set up to only take the request and insurance of the city. We mitigate that risk by adding the city as additionally insured on our event insurance policy. This was approved just two years ago. You can see how our request is in fact very in line with the guidelines you set forth and has a positive impact on the town and is not a drain on its resources. I understand this might sound like a headache you don't want to deal with (a new administration likely has a hundred things on its plate and this might seem like a distraction), but it is a very standard and simple request I would hope we might be able to make to the City Council and those who have say over it.

Please let me know how we should proceed.

Thank you,

Dehn Craig

On Tue, Jan 18, 2022 at 5:22 PM Cindy Beteag <cindy@cityofhurricane.com> wrote:

Sorry for the delay.

Hurricane City conducts a variety of annual events and activities throughout the year that are planned, prepared, and executed by city employees and volunteers. Also, several non-profit Hurricane Valley civic groups (Chamber of Commerce, Rotary Club, Lions Club, etc.) conduct several events annually with the support of city employees. Each of these events benefit our local citizens and provide a quality recreational experience for all that choose to participate.

In the case of special event requests from outside, private groups (primarily for profit), Hurricane City isn't able to keep up with the demand in a rapidly growing community. These events place an additional strain on our departments to include Public Safety (Police and Fire), Streets, Parks and Recreation. Many private groups seek sponsorship from the city with the sole purpose to obtain privileges such as city resources or venues at little or no cost, which allows them to benefit financially. Furthermore, some groups seek city sponsorship for insurance purposes. As a result, Hurricane City then accepts the risk and liability in the event of an accident, incident, and/or injury in some instances.

The direction Council gave staff was to stay within the guidelines above as far as sponsoring. I hope this helps.

Thank you.

Cindy Beteag

Cindy Beteag
City Recorder
Hurricane City
Office 435-635-2811 x 106

From: Dehn Craig <dehn@vacationraces.com>
Sent: Friday, January 14, 2022 1:50 PM
To: Cindy Beteag <cindy@cityofhurricane.com>
Cc: lyle@vacationraces.com; anna@vacationraces.com; Kaden DeMille <kaden@cityofhurricane.com>; Nanette Billings <billings@cityofhurricane.com>
Subject: Re: FW: Upcoming City Council Meeting

Thanks for the response. That is certainly the direction things are going and I understand the challenge the city has. As an event that has been around for 10 years, operated by a company whose employees are all local to Hurricane and St George, and which has significant economic impact to the town each year, I would hope that we would be given consideration - or at least the opportunity to make our case and discuss it. Can you explain what the changes are that are being made? Is the town refusing to sponsor ANY special events in this way, or is there a criteria or process for determining which events to sponsor? We would like to better understand this so we can at least see how we do or do not qualify for the support from the city.

Thank you,

Dehn Craig

On Fri, Jan 14, 2022 at 12:33 PM Cindy Beteag <cindy@cityofhurricane.com> wrote:

Good Afternoon Dehn,

Staff met to discuss this request further and there are some concerns with sponsoring the event. Due to the rising amount of events that are coming to our town and the want for all of them to be sponsored by Hurricane City, we have to make some changes. Due to these changes, we will not be able to sponsor this event. We are truly sorry for any inconvenience this may cause you and thank you in advance for your understanding.

We wish you great success in the event. Should you have any questions, please reach out to myself or Mayor Billings.

Thank you,

Cindy Beteag

Cindy Beteag
City Recorder
Hurricane City
Office 435-635-2811 x 106

From: Dehn Craig <dehn@vacationraces.com>
Sent: Monday, January 10, 2022 12:56 PM
To: Cindy Beteag <cindy@cityofhurricane.com>

Cc: lyle@vacationraces.com; anna@vacationraces.com

Subject: Re: FW: Upcoming City Council Meeting

Hello Cindy! Thanks for getting back to me.

We do not need a city permit, but as I understand it we would need the city to "sponsor" the event in order for us to use the school buses. How it has been explained to me is that the school district will only allow the use of buses if the request comes through the city - they will only accept the city insurance, not ours. However, we can add the City of Hurricane as additionally insured on our event insurance.

Does that answer your question? Please let me know if there is anything else I can do for you. Thanks!

Dehn

On Mon, Jan 10, 2022 at 9:14 AM Cindy Beteag <cindy@cityofhurricane.com> wrote:

Good Morning Craig,

I am happy to put you on the next City Council agenda but our Mayor has a couple questions (see below). I have pulled up the minutes from last time you were here and I will provide them to the Council beforehand. Can you explain why Hurricane City would need to give approval for the use of buses? Would your company provide insurance on the buses?

Thank you,

Cindy Beteag

Cindy Beteag
City Recorder
Hurricane City
Office 435-635-2811 x 106

From: Nanette Billings <billings@cityofhurricane.com>

Sent: Friday, January 07, 2022 9:35 AM

To: Cindy Beteag <cindy@cityofhurricane.com>

Subject: Fwd: Upcoming City Council Meeting

Cindy,

Will you contact Dehn and ask him to send us the information he had from 2020 so we know what exactly was approved before. I don't know why he needs our approval for the use of busses. Does he need an event permit? I am fine with him being on the council agenda if he can answer those questions and provide the previous information so we have something to reference. Thanks,

Nanette Billings
billings@cityofhurricane.com
435-680-2757

Begin forwarded message:

From: Dehn Craig <dehn@vacationraces.com>
Subject: Upcoming City Council Meeting
Date: January 7, 2022 at 8:33:44 AM MST
To: council@cityofhurricane.com, "kaden@cityofhurricane.com"
<kaden@cityofhurricane.com>
Cc: Lyle Anderson <lyle@vacationraces.com>, Anna Basso
<anna@vacationraces.com>

Hello Kaden! My name is Dehn Craig. I reached out to Kevin Tervort, but he informed me he is no longer on the City Council and suggested I reach out to you. I work with Lyle Anderson, we put on the Zion Half Marathon every year. Previously (January 2020) we were approved by the Hurricane city council to use school buses for our event, but we were never able to coordinate the use of those buses in time. Our event is upcoming and before we try to coordinate that with the school district and the appropriate parties involved, we were hoping to attend the upcoming city council meeting (3rd Thursday since we just missed yesterday's) to request the city council approve our use of the buses again for this year.

Who would be the right person to talk to to make sure we were able to steal a few minutes of the council's time and be put on the agenda of the upcoming meeting?

Thanks for your help!

Dehn
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AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTION 10-3-4 CHAPTERS 10-41, 10-51~~-4~~ AND 10-7~~-9~~ OF THE HURRICANE CITY CODE.

WHEREAS the City Council of Hurricane, Utah has previously approved accessory dwelling units in all residential zones throughout the city;

WHEREAS Hurricane City is currently facing a shortage of affordable housing and accessory dwelling units are a way to alleviate some of the shortage;

WHEREAS the City Council now finds it necessary and desirable to amend said ordinances with regards to accessory dwelling units in order to provide for the health safety and welfare of the city residents;

WHEREAS the Planning Commission of Hurricane Utah has recommended the following changes to the Hurricane City Code

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that Section 10-3-4 and Chapters 10-41, 10-51 and 10-7 of the Hurricane City Code be, and are hereby, amended to read as follows:

10-3-4 DEFINITIONS OF WORDS AND PHRASES

ACCESSORY DWELLING UNIT: A subordinate residential dwelling unit with a separate entrance, kitchen, and full bathroom facilities ~~which is that is~~ attached to or detached ~~to from~~ a single-family structure. All accessory dwelling units must meet the requirements of chapter 41 of this title.

10-41-1: PURPOSE:

The purpose of this chapter is to establish use and development regulations for accessory dwelling units. These regulations are intended to ensure that limited use of accessory dwelling units allowed in a residential zone do not disturb the single-family residential character of a neighborhood. (Ord. 2018-04, 4-5-2018)

10-41-2: SCOPE:

The requirements of this chapter shall apply to all accessory dwelling units in single-family zones. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws. (Ord. 2018-04, 4-5-2018)

10-41-3: PERMITTED USE:

The accessory dwelling units described below shall be allowed as permitted uses in any residential zone, or any other zone in which such uses are permitted uses, subject to the development standards of section [10-41-4](#) of this chapter. The definition of each use is set forth in chapter 3 of this title.

Accessory dwelling units.

Guesthouse or casita.

Kitchen. (Ord. 2018-04, 4-5-2018)

10-41-4: DEVELOPMENT STANDARDS; PERMITTED USE:

The development standards set forth in this section shall apply to any accessory unit allowed as a permitted use.

A. *Definition; Setbacks and Size:* An accessory dwelling unit is an accessory use to the main residential dwelling unit. Setbacks and size and lot coverage limitations established for accessory buildings in each zone shall apply.

B. *Egress And Life Safety Requirements:* The dwelling unit must meet egress and life safety requirements of the International Residential Building Code.

C. *Ownership:* The owner or an immediate family member of the owner of the main dwelling unit shall reside on the property as their primary residence as a condition for an accessory dwelling unit to be rented. For long term occupancy, the property owner may live in the accessory building or the primary building. Only the accessory unitbuilding may be used as a short-term rental pursuant to chapter 51 of this code.

D. *Limit:* Generally, oOnly one accessory dwelling unit and/or casita shall be established on one residential property. Multiple-However, two accessory dwelling units ~~shall~~may be allowed by a conditional use permit pursuant to section 10-7-9.

E. *Entrance:* The accessory dwelling unit shall have its own outside entrance.

F. *Landscaping:* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for onsite parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

G. *Secondary Use:* The accessory dwelling unit shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes.

H. *Maximum Size, ~~Impervious Surface~~:* The accessory dwelling unit, if it is detached, must meet the size limitations for the zone or have been granted a conditional use permit.

I. *Residential Hosting:* One detached accessory dwelling unit may be used per residential lot for residential hosting pursuant to the terms of licensing for residential hosting. (Ord. 2018-04, 4-5-2018)

10-41-5: COMPLIANCE WITH DEVELOPMENT STANDARDS:

A. Residential properties with accessory dwelling units found to be in violation of the development standards set forth in section [10-42-4](#) of this title shall be subject to all applicable remedies set forth in chapter 9 of this title to ensure compliance.

B. In order to ensure accessory dwelling units meet the development standards, a permit must be issued by the Planning Department for ~~rental~~any use of the unit described in section 3-9-2. (Ord. 2017-03, 1-19-2017)

Sec. 10-51-4. Development standards; home bed and breakfast and residential hosting facilities.

The development standards set forth in this section shall apply to all home bed and breakfast and residential hosting facilities.

A. *Location*. Home bed and breakfast or a residential hosting facility shall be located in a single family residential structure deemed suitable for habitation.

B. *Guestrooms*. Rentable guestrooms shall be limited to not more than four bedrooms in the primary building or four bedrooms in the entirety of a detached ADU for each home bed and breakfast or residential hosting facility ~~in addition to the rooms occupied by the full time residents~~. Total number of occupantspeople, including an owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each rentable guestroom.

C. *Current codes*. Guestrooms must meet current International Residential codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping guestroom.

D. *Meals*. If meals are offered, meals shall be served only t:
~~1. To~~ overnight guests.

E. *Landscaping*. Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for on site parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

F. *Parking*. Nonfrontage, off street parking shall be provided as follows:

1. Two spaces for owner.
2. One space per guestroom.
3. Parking must be located on the same property as the guestrooms.
4. Tandem parking is permitted for one space only.
5. Off street parking may not be provided within the front yard setback other than the existing driveway.
6. Landscaping is required between parking and adjoining residential properties.

G. *Signs.* Only one sign not larger than one foot by two foot in size may be used to advertise a home bed and breakfast or residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.

H. *Street standards.* A home bed and breakfast or residential hosting facility shall be located on a street that meets fire code requirements.

I. *Structural modifications.* Structural modifications may not be made to separate sleeping rooms from the remainder of the house without a valid building permit.

J. *Other regulations.* A home bed and breakfast or residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

Sec. 10-7-9. Conditional use permit.

A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.

B. *Authority.*

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

Agricultural industry.

Agritourism activities.

Animal specialties.

Assisted living facility.

Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

Metal building in commercial and residential zones.

Multi family in commercial zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

Animals and fowl for recreation and family food production.

Greater size accessory buildings than permitted by this Code in residential zones.

Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

Multiple accessory dwelling units in residential and commercial zones

C. *Initiation.* A property owner, or the owner's agent, may request a conditional use permit as provided in subsection D1 of this section.

D. *Procedure.* An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the City's schedule of fees. The application shall include at least the following information:

- a. The name, address and telephone number of the applicant and the applicant's agent, if any;
- b. The address and parcel identification of the subject property;
- c. The zone, zone boundaries and present use of the subject property;
- d. A description of the proposed conditional use;
- e. A plot plan showing the following:
 - (1) Applicant's name;
 - (2) Site address;
 - (3) Property boundaries and dimensions;
 - (4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and
 - (5) Adjoining property lines and uses within 100 feet of the subject property;
- f. Traffic impact analysis, if required by the City Engineer or the Planning Commission;
- g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and
- h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in section 10-7-4 of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.

4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection E of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the

reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.

5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

E. *Approval standards.* The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.

2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2l of this section:

a. Standards for a reception center.

(1) Hours of operation must be compatible with adjoining uses and comply with City noise regulations.

(2) Parking must be provided.

(3) The use of on street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

(4) The center must have an approved site plan.

(5) If beer, wine, or other alcoholic beverages are served, the center must be licensed by the state alcohol control board.

b. Standards for an agricultural industry.

(1) Adequate fencing and/or enclosures must be provided to ensure animals and fowl are confined safely and in conformance with acceptable animal husbandry standards.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) Animal enclosures used for intensive animal feeding operations must be at least 25 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential or residential-agricultural pursuant to chapters 13 or 14 of this title.

c. Standards for a public stable.

(1) Adequate fencing and/or enclosures must be provided to ensure horses are confined safely and in conformance with acceptable animal husbandry standards.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) Site must contain adequate off street parking for customers. All trailers must be contained on site.

(5) Barns must be located at least 30 feet from any adjacent parcel that, at the time the applicant first seeks a conditional use permit, is zoned residential or residential-agricultural.

d. Standards for an assisted living facility.

(1) The facility shall comply with building, safety, and health regulations applicable to similar structures.

(2) The facility shall be licensed by the state.

(3) A site plan shall be approved for the facility to ensure adequate parking and landscaping are installed.

e. Standards for greater heights than permitted by this Code.

(1) The height may not be greater than two stories or 1.5 times the average height of the immediately adjacent buildings, whichever is greater and the building must be of compatible architecture with immediately adjacent buildings.

(2) A greater height conditional use permit may not be issued for a flag lot if the proposed structure is higher than the average height of all residential structures within a 300-foot radius of the proposed structure.

(3) A greater height accessory building must be set back a minimum of five feet from side and rear property lines when the adjoining property is zoned or used for single family residential use.

f. Standards for greater size than permitted by this Code.

(1) The greater size building desired must be of compatible architecture with immediately adjacent buildings.

(2) At least 50 percent of the lot on which the building is located must remain free of buildings.

(3) The building must be for a use permitted in the zone in which it is located.

g. Standards for animals and fowl for recreation and family food production.

(1) Adequate fencing must be provided to ensure animals and fowl are confined safely.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) The number of fowl will be limited by the point system used in [section 10-37-15](#) of this title.

(5) Livestock numbers may be limited at the administrator's discretion based on the size of the lot and the facilities available to contain and protect the animals.

h. Standards for metal buildings.

(1) In residential (R-1) zones the height and size may not be greater than permitted in the zone.

(2) The building must meet the following design standards:

(A) Exterior building materials shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

(B) Details of proposed colors and materials, including color chips, samples, and colored building elevations, shall be shown on building plans when a development project application is submitted. Colors shall be compatible with surrounding structures.

~~(C)~~ Reflective surfaces or colors which may produce excessive reflections or glare that may create a potential safety problem are prohibited.

(D) In a commercial zone the faces of the building visible from nearby streets must include architectural relief items of non-metal materials including wood, stone, or stucco.

i. Standards for animal specialties.

(1) Adequate fencing and/or enclosures must be provided to ensure animals are confined safely and in conformance with acceptable animal husbandry standards.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) Animal enclosures used for intensive animal feeding operations must be at least 25 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential or residential agricultural pursuant to chapters 13 or 14 of this title.

j. Standards for agritourism activities.

(1) Hours of operation must be compatible with adjoining uses and comply with City noise regulations.

(2) On-site parking must be provided.

(3) The use of on street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

(4) In agricultural zones, this use must be accessory to an established agricultural use.

k. In order to promote and preserve commercial growth and to allow infill development of empty and vacant lots in the area designated as downtown on the general map, vacant parcels zoned for commercial uses as listed in this title may, as a conditional use, be allowed for multi-family residential use if the following criteria are met:

1. No habitable building has been on the parcel for the previous three years.

2. The land use on at least two sides of the property are residential use at the time of application. Property on the opposite side of a public road or right-of-way shall be considered adjacent for this criteria. Properties that do not meet this criteria may be approved for mix-use development as listed below.

3. Mix use is allowed. If the proposed development is a mix of commercial use and residential use, then residential units shall be placed on a floor above the commercial use, or in a way to allow commercial buildings to front onto the public roadways. If mixed use, the commercial shall comply with the commercial zoning standards and housing shall comply with RM-3 zoning standards.

4. Homes in the downtown area shall have the front of buildings face public roadways. The only exception for this requirement is for mix use developments and for parcels that would allow development of units behind units that front the public right-of-way. Every effort should be made to ensure the frontage of roadways are faced with the frontage of buildings. Walls, fences, and the rear of buildings fronting on to public right-of-way should be avoided.

5. Dwelling units and sites shall comply with RM-3 zoning standards and density. RM-3 minimum required area shall not apply.

1. *Standards for multiple accessory dwelling units in a residential, agriculture, or commercial zone*

1. Multiple accessory dwelling units may be permitted based on the lot area of the property at a rate in the table below assuming all other conditions for an accessory dwelling unit are met.

Lot Area	Number of Accessory Dwelling Units
0-0. 7 <u>4</u> 9 acres	1
0. 5 <u>8</u> acres and greater	2

2. Fifty percent (50%) of the land area on the lot must be free of buildings.
3. A parking plan must be provided that shows adequate off street parking on the lot at a rate of one space per bedroom.
4. A landscape plan must be provided that shows how buildings will be shielded from other residential lots.
5. Occupancy plan: no more than ten (10) people can stay in one (1) building.
6. Only one (1) accessory dwelling unit can be used as a short-term rental. All others must be for long term occupancy or as a guesthouse for non-paying guests.
7. Separate conditional use permits must be received for every accessory building that does not meet the height or size requirements of 10-13-4.

F. *Appeal of decision.* Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance, or denial of a conditional use permit may appeal such decision to the Appeals Board by filing written notice of appeal stating the grounds therefor within 14 days from the date of such decision.

G. *Appeal of decision by Zoning Administrator.* Any decision of the Zoning Administrator regarding the issuance or denial of a conditional use permit, shall, upon request by the applicant within ten days after a determination by the Zoning Administrator, be submitted for a de novo review and decision by the Planning Commission at their next available meeting.

H. *Effect of approval.* A conditional use permit shall not relieve an applicant from obtaining any other authorization or permit required under this title or any other title of this Code.

1. A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

2. Unless otherwise specified by the Planning Commission and subject to the provisions relating to amendment, revocation or expiration of a conditional use permit, a conditional use permit shall be of indefinite duration and shall run with the land.

I. *Amendment.* The procedure for amending any conditional use permit shall be the same as the original procedure set forth in this section.

J. *Revocation.* A conditional use permit may be revoked as provided in [section 10-9-6](#) of this title.

1. In addition to the grounds set forth in [section 10-9-6](#) of this title, any of the following shall be grounds for revocation:

a. The use for which a permit was granted has ceased for one year or more;

b. The holder or user of a permit has failed to comply with the conditions of approval or any City, state, or federal law governing the conduct of the use;

c. The holder or user of the permit has failed to construct or maintain the site as shown on the approved site plan, map, or other approval materials; or

d. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

2. No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the Planning Commission and show cause as to why the permit should not be revoked or the conditions amended. Revocation of a permit shall not limit the City's ability to initiate or complete other legal proceedings against the holder or user of the permit.

K. *Expiration.* A conditional use permit shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the permit is not commenced within one year after approval.



STAFF COMMENTS

Agenda Date:	04/14/2022
Application Number:	2022-LUCA-04
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Ishraj Singh
Agent:	Steve Beesley
Request:	Make a recommendation to the City Council to update Hurricane City Code
Reviewed By	Planning and Zoning

Summary of Concern:

The applicant is wanting to build a 55 feet, four story hotel at the corner of 1760 W and State Route 9. They had previously come in for a conditional use permit for a greater height building but was denied because it did not fit our current code. The applicant has filed a land use code amendment request to allow for a four story hotel to be built.

Discussion:

There are several four story hotels along SR-9 in Hurricane because under an earlier version of the city code you could get a conditional use permit for taller buildings as long as it was not obstructive or blended in with the neighborhood. In 2018 Utah state law changed so arbitrary limits on conditional use permits were not allowed so the city had to change their code. When the code was changed it appears that commercial buildings were overlooked when making the new standards and the current code was written with residential accessory buildings in mind.

Historically, the only business requesting greater heights than allowed in the code are hotels. The 2021 General Plan calls on the city to “[*capitalize*] on the local tourism industry to bring in new strings of revenue” larger hotels like this one can help with that. Short term rentals are also a concern, with over 160 illegally operating short term rentals within city limits and having more

plentiful legal options for tourists to stay at, especially during busier times of the year, can help alleviate the market pressures that lead to all these illicit short term rentals. As well, limiting the new height allowances to the Highway Commercial zone will limit these higher buildings to the area surrounding SR-9.

Staff Recommendation

10-7-9: Conditional Use Permit

e. Standards for greater heights than permitted by this Code.

(1) Within residential zones The height may not be greater than two stories or 1.5 times the average height of the immediately adjacent buildings, whichever is greater and the building must be of compatible architecture with immediately adjacent buildings.

(2) A greater height conditional use permit may not be issued for a flag lot if the proposed structure is higher than the average height of all residential structures within a 300-foot radius of the proposed structure.

(3) A greater height accessory building must be set back a minimum of five feet from side and rear property lines when the adjoining property is zoned or used for single family residential use.

(4) Buildings located within a Commercial Zone

(i) A greater height building in a commercial zone may not be taller than 55 feet tall.

(ii) For each foot in height above 35 feet, that section of the building must be setback one additional foot from the property line adjacent to residential or agricultural zones. Section of building below 35' shall comply with standard setbacks.

(iii) For each foot in height above 35 feet, that section of the building must be setback half a foot (6") from the property line adjacent to commercial, industrial, or civic zones. Section of building below 35' shall comply with standard setbacks.

Recommendation: Staff recommends that the Planning Commission listen and consider any public comments made during the public hearing. Staff would recommend the commission take into consideration several factors, including the impacts on the character of SR-9 and economic development.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH
AMENDING SECTION 7-1-8 OF THE HURRICANE CITY CODE GOVERNING OFF-
HIGHWAY VEHICLES AND ADDING SECTION 7-1-9 TO THE HURRICANE CITY
CODE GOVERNING GOLF CARTS.**

WHEREAS the City Council of Hurricane, Utah desires to amend Section 7-1-8 of the Hurricane City Code governing Off Highway Vehicles on streets, sidewalks, and public ways;

WHEREAS the City Council of Hurricane, Utah desires to add Section 7-1-9 of the Hurricane City Code governing Golf carts on streets, sidewalks, and public ways;

WHEREAS the City Council of Hurricane, Utah is authorized pursuant to Utah Code Annotated section 10-8-30 to regulate the movement of traffic on City streets and public places;

WHEREAS the City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane,

BE IT HEREBY ORDAINED that Section 7-1-8 of the Hurricane City Code shall be, and is hereby, amended in its entirety and Section 7-1-9 of the Hurricane Code is added, as follows:

Sec. 7-1-8. Off highway vehicles.

A. *Definitions.* For purposes of this section, the following definitions apply:

"All-terrain type I vehicle" means any motor vehicle 52 inches or less in width, having an unladen dry weight of 1,500 pounds or less, traveling on three or more low pressure tires, having a seat designed to be straddled by the operator, and designed for or capable of travel over unimproved terrain.

"All-terrain type II vehicle" means any motor vehicle 80 inches or less in width, traveling on four or more low pressure tires, having a steering wheel, non-straddle seating, a rollover protection system, and designed for or capable of travel over unimproved terrain, and is: (i) an electric-powered vehicle; or (ii) a vehicle powered by an internal combustion engine and has an unladen dry weight of 3,500 pounds or less. "All-terrain type II vehicle" does not include golf carts, any vehicle designed to carry a person with a disability, any vehicle not specifically designed for recreational use, or farm tractors as defined under Utah Code Annotated Section 41-1a-102.

"All-terrain type III vehicle" means any other motor vehicle, not defined herein as an All-terrain type I vehicle, an All-terrain type II vehicle, a Motorcycle, or Snowmobile, that is designed for or capable of travel over unimproved terrain. "All-terrain type III vehicle" does not include golf carts, any vehicle designed to carry a person with a disability, any vehicle not specifically designed for recreational use, or farm tractors as defined under Utah Code Annotated Section 41-1a-102.

"Golf cart" means a device that: (i) is designed for transportation by players on a golf course; (ii) has not less than three wheels in contact with the ground; (iii) has an unladen weight of less than 1,800 pounds; (iv) is designed to operate at low speeds; and (v) is designed to carry not more than six persons including the driver. "Golf cart" does not include: (i) a low-speed vehicle or an off-highway vehicle; (ii) a motorized wheelchair; (iii) an electric personal assistive mobility device; (iv) an electric assisted bicycle; (v) a motor assisted scooter; (vi) a personal delivery device, as defined in Utah Code Annotated Section 41-6a-1119; or (vii) a mobile carrier, as defined in Utah Code Annotated Section 41-6a-1120.

"Off-highway vehicle" means any Snowmobile, All-terrain type I vehicle, All-terrain type II vehicle, All-terrain type III vehicle, or Motorcycle.

"Motorcycle" means every motor vehicle having a saddle for the use of the operator and designed to travel on not more than two tires.

"Snowmobile" means any motor vehicle designed for travel on snow or ice and steered and supported in whole or in part by skis, belts, cleats, runners, or low pressure tires.

"Street-legal all-terrain vehicle" or "street-legal ATV" means an All-terrain type I vehicle, all-terrain type II vehicle, or all-terrain type III vehicle, that is modified to meet the requirements of Utah Code Annotated Section 41-6a-1509 to operate on highways in the state.

B. *Registration of vehicle.* Unless exempt under Utah Code Annotated Section 41-22-9, a person may not operate or transport and an owner may not give another person permission to operate or transport, any Off-highway vehicle on any public land, trail, street, or highway within the City unless the Off-highway vehicle has been registered in accordance with the requirements of Utah Code Annotated title 41, chapter 22 for the current year.

C. *Equipment requirements.* All Off-highway vehicles, as defined herein,

1. Shall be equipped with:

- a. Brakes adequate to control the movement of and to stop and hold the vehicle under normal operating conditions; and
- b. A noise control device that limits the sound impact of the Off-highway vehicle to 93 decibels or less.

2. Headlights and taillights shall be used when operated between sunset and sunrise.

D. *Protective headgear.*

1. A person under the age of 18 may not operate or ride on an All-terrain type I vehicle or motorcycle on any public land, trail, street, or highway within the City unless the person is wearing properly fitted and fastened United States Department of Transportation safety-rated protective headgear designed for motorized vehicle use.
2. The owner of an off highway vehicle or any other person may not give permission to a person who is under the age of 18 years to operate or ride on an off highway vehicle in violation of this subsection D.

E. *Restrictions on privately owned lands.*

1. No person shall operate or accompany a person operating an Off-highway vehicle upon privately owned land of any other person, firm or corporation without permission from the owner or person in charge.
2. It shall be unlawful for any person operating or accompanying a person operating an Off-highway vehicle to refuse to immediately leave private land upon request of the owner or person in charge of the land.
3. Subsections E.1. and E.2. of this section shall not apply to prescriptive easements on privately owned land.
4. No person operating or accompanying a person operating an Off-highway vehicle shall obstruct any entrance or exit to private property without the owner's permission.
5. It shall be unlawful for any person to tear down, mutilate, or destroy any sign, signboards, or other notice which regulates trespassing for purposes of operating a motor vehicle on land; or to tear down, deface, or destroy any fence or other enclosure or any gate or bars belonging to the fence or enclosure.

F. *Prohibited uses.* No person may operate an Off-highway vehicle in connection with acts of vandalism, harassment of wildlife or domestic animals, burglaries or other crimes, or damage to the environment which includes excessive pollution of air, water, or land, abuse of the watershed, impairment of plant or animal life, or excessive mechanical noise.

G. *Supervision, safety certificate, driver's license, or capability required.* A person may not operate and an owner may not give that person permission to operate an off highway vehicle on any public land, trail, street or highway within the City unless the person:

1. Is under the direct supervision of a certified off highway vehicle safety instructor during a scheduled safety course;
2. Has in his possession the appropriate safety certificate issued by the state;
3. Has in his possession a valid motor vehicle operator's license; or
4. Is able to reach and operate each control necessary to safely operate the Off-highway vehicle.

H. *Operation by minors.*

1. A person must be under the direct visual supervision of a person who is at least 18 years old if the person operating the off-highway vehicle:
 - i. Is under 16 years old;
 - ii. Does not possess a valid license to operate a motor vehicle issued in accordance with Title 53, Chapter 3, Uniform Driver License Act; and
 - iii. Is operating the Off-highway vehicle on a public highway that is designated under Section I and is not exclusively reserved for Off-highway vehicle use.
2. A person under the age of 16 years old shall have an appropriate OHV Safety Certificate issued by the State to operate an Off-highway vehicle on a public highway that is designated under Section I and is not exclusively reserved for Off-highway vehicle use.

I. *Designation of routes.*

1. Within the City, the following streets are designated as the only Off-highway vehicle routes within the City for the specific purpose of allowing Off-highway vehicle operators to gain access to or from a private or public area open for Off-highway vehicle use:
 - a. 700 West/1100 W.
100 N south—to City limits.
 - b. 400 South.
300 W west—to 1150 W.
 - c. 1150 West.
400 S north—to 100 N.
 - d. 100 North.
1150 W west—to 200 W.
 - e. 300 West.
400 S north—to 100 N.
 - f. 600 North.
2260 W west—to 3700 W.
 - g. 2260 W.
State Street north—to 600 N.
 - h. 3700 West.
600 N south—to State Street.
 - i. Rlington Drive.
State Street south—to Valley View Drive.
 - j. Old Highway 91.
State Street north—to City limits.
2. Except for Off-highway implements of husbandry used only in agricultural operations, a person may not operate an Off-highway vehicle on any street within the City for any purpose other than to gain direct access to the streets designated as Off-highway vehicle routes in subsection I of this section for the specific purpose of using these routes to gain direct access to or from a private or public area open for Off-highway vehicles, or as required for fueling and/or maintenance.

J. *Speed/regulations.* Any person operating an Off-highway vehicle is subject to the provisions of the Utah Code Annotated, unless specifically excluded.

K. *Exemptions:* Street-legal all-terrain vehicles are exempt from the provisions of this section. Street-legal all-terrain vehicles shall comply with Utah Code section 41-6a-1509 or successive legislation.

Sec. 7-1-9. Golf Carts.

A. *Definitions.* For purposes of this section, the following definitions apply:

"Golf cart" means a device that: (i) is designed for transportation by players on a golf course; (ii) has not less than three wheels in contact with the ground; (iii) has an unladen weight of less than 1,800 pounds; (iv) is designed to operate at low speeds; and (v) is designed to carry not more than six persons including the driver. "Golf cart" does not include: (i) a low-speed vehicle or an off-highway vehicle; (ii) a motorized wheelchair; (iii) an electric personal assistive mobility device; (iv) an electric assisted bicycle; (v) a motor assisted scooter; (vi) a personal delivery device, as defined in Utah Code Annotated Section 41-6a-1119; or (vii) a mobile carrier, as defined in Utah Code Annotated Section 41-6a-1120.

B. *Traffic Regulations.*

1. Golf carts are subject to alcohol, Driving Under the Influence, and open container laws of Utah Code Annotated Section 41-6a-526 whenever the cart is moving, stopped, or parked on any highway.
2. Except as otherwise provided in this section, Golf carts shall comply with the same requirements as a bicycle for traffic rules pursuant to Utah Code Annotated, Title 41, Chapter 6a, Traffic Code.

C. *Restrictions on Operations.*

1. No person under the age of 14 shall operate a Golf cart on any highway or City street.
2. No person under the age of 16 shall operate a Golf cart unless the person has attended an OHV Safety Course and is supervised by an adult 18 years of age or older.
3. Golf carts shall not be operated at a speed in excess of 15 miles per hour.
4. Golf carts shall not be operated on a street with a speed limit greater than 35 miles per hour.
5. Golf carts shall only be operated during daylight hours, unless equipped with head and taillights.
6. Golf Carts shall not carry any more than the number of individuals as originally manufactured with one person per seat.
7. Any person with a suspended drivers license shall not operate a golf cart.

D. *Roadway Restrictions.*

1. Except to cross a highway at an intersection, a golf cart may not be operated on a highway or street with a posted speed limit of more than 35 miles per hour.

2. In addition to the roadway restriction in D1, the following roads or routes are prohibited or restricted in order to protect public safety:
- a. Utah State Road 7;
 - b. Utah State Road 9;
 - c. Utah State Road 318;
 - d. Utah State Road 59.

PASSED AND APPROVED this _____ day of May, 2022.

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 5th day of May 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

CHAPTER 1. AIRPORT AUTHORITY BOARD

Sec. 2-1-1. Establishment and authority.

- A. *Establishment.* There is hereby created and established the City Airport Authority Board (hereafter referred to as "~~board~~Board"), which shall function in an advisory capacity to the City Council on all issues regarding the operation of the ~~Hurricane~~ City ~~Municipal a~~Airport (~~hereafter referred to as the "Airport"~~).
- B. *Authority.* The Airport Authority Board created hereby 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.

Sec. 2-1-2. Purpose.

The ~~board~~Board shall be responsible for ensuring that the ~~City airport~~Airport is operated in a safe, efficient manner in order to protect the users and residents of the City. Specifically, the ~~board~~Board shall make such recommendations to the City Council, as may be necessary in the judgment of the ~~board~~Board, to ensure that: a) all current and future uses, structures and improvements at the ~~City airport~~Airport are harmonious and compatible with existing structures and surroundings; b) all current and future uses, structures and improvements at the ~~City airport~~Airport are operated and maintained in accordance with any lease agreement which may have been approved by the City Council ~~and City Attorney~~ and all applicable local, state and federal laws, rules and regulations pertaining to the operation of airports, including any rules and regulations promulgated by the federal aviation authority. It shall be the duty of the ~~B~~board to review and recommend approval or disapproval of any agreement for the lease of property at the ~~airport~~Airport and the proposed use of each parcel of leased land. Prior to consideration by the City Council, any person or entity desiring to lease property at the ~~airport~~Airport or otherwise conduct any activity at the airport shall first submit a copy of the proposed lease or description of the activity, accompanied by an architectural drawing of the building or site use proposed, to the airport manager for review by the ~~board~~Board. The ~~board~~Board shall forward its recommendation to the City Council as part of the proposed lease of property.

Sec. 2-1-3. Appointment, term, vacancies.

- A. The Airport Authority Board shall consist of ~~at least three but not more than~~ seven voting members, as appointed by the ~~mayor~~Mayor with the advice and consent of the City Council. In addition, the ~~board~~Board shall include two ex officio, ~~non-voting~~ members; the airport manager and a member of the City Council ~~responsible for assigned to supervise the airport~~Airport, who shall not be entitled to vote but who shall make recommendations for board membership to the Mayor. The two ex officio members shall make recommendations for board membership to the Mayor. A quorum shall consist of a majority of voting ~~B~~board members. ~~The initial voting board members shall be comprised of those persons listed in attachment A to Ordinance 6-15-20. Two members of the initial voting board, as designated by the mayor with the advice and consent of the City Council, shall serve on the board for a term of four years, and the remaining initial voting board members shall serve on the board for a term of five years, all beginning on July 1, 2000. Upon the expiration of the term of any initial voting board member, a successor shall be appointed in the same manner for a term of five years. The term of voting Board members shall be four years. The term of the ex officio members shall coincide with the term of elected office or employment. Any Board member may be reappointed by the mayor~~ Mayor with the consent and approval of the City Council. Vacancies on the ~~board~~Board shall be promptly filled by the ~~M~~mayor with the consent and approval of the City Council for the

unexpired term. No vacancy on the ~~board~~Board shall impair the right of the remaining members to exercise all the powers of the ~~board~~Board. Any voting ~~B~~board member may be removed without cause by the City Council at any time. ~~An aviation background shall be a prerequisite for nomination and appointment to the board. To be appointed to the Board, a person must either: (1) be a resident of the City and 18 years of age or older or (2) be eligible for consideration for appointment to the Board pursuant to a valid and enforceable contract with the City.~~

- B. Members of the Airport Authority Board shall select one of its members as chairperson to oversee the proceedings and activities of the ~~Airport Authority~~ Board, and shall adopt rules for the transaction of business and the conduct of its proceedings. ~~The chairperson. An ex officio, non-voting member shall not server as chairperson. The chairperson~~ shall serve for a term of one year. The chairperson, with the advice and consent of the ~~board~~Board, shall appoint one of the voting Bboard members as alternate chairperson to act in the absence of the chairperson. The chairperson and alternate chairperson may be reelected for successive terms. Four voting Board members shall constitute a quorum.

Sec. 2-1-4. Meetings.

- A. The ~~board~~Board shall adopt reasonable rules for the conduct of its meetings.
- B. Meetings shall be held at least quarterly and more often if deemed necessary by the voting board members or the airport manager. Meeting location(s) will be determined as the agenda warrants and will be decided upon and forwarded to the members by the airport manager. Meetings may be called by an ex officio member or by a consensus of two voting board members. All board meetings shall be open to the public, but inasmuch as the ~~board~~Board shall have no authority to make any decision or take any action except as authorized by the ~~city~~City councilCouncil, the ~~B~~board shall not be required to comply with the requirements of the Utah Open Meeting Law.

Sec. 2-1-5. Compensation.

All ~~members of the voting board~~voting board members shall serve without compensation ~~from the City~~ for the performance of their duties. However, board members may be reimbursed for their reasonable expenses incurred in ~~the~~ carrying out of their duties, provided eding said expenses are approved and provided for by the City Council prior to the time any said expenses are incurred.

CHAPTER 1. AIRPORT AUTHORITY BOARD

Sec. 2-1-1. Establishment and authority.

- A. *Establishment.* There is hereby created and established the City Airport Authority Board (hereafter referred to as "Board"), which shall function in an advisory capacity to the City Council on all issues regarding the operation of the Hurricane City Municipal Airport (hereafter referred to as the "Airport").
- B. *Authority.* The Airport Authority Board created hereby 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.

Sec. 2-1-2. Purpose.

The Board shall be responsible for ensuring that the Airport is operated in a safe, efficient manner in order to protect the users and residents of the City. Specifically, the Board shall make such recommendations to the City Council, as may be necessary in the judgment of the Board, to ensure that: a) all current and future uses, structures and improvements at the Airport are harmonious and compatible with existing structures and surroundings; b) all current and future uses, structures and improvements at the Airport are operated and maintained in accordance with any lease agreement which may have been approved by the City Council and City Attorney and all applicable local, state and federal laws, rules and regulations pertaining to the operation of airports, including any rules and regulations promulgated by the federal aviation authority. 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. Prior to consideration by the City Council, any person or entity desiring to lease property at the Airport or otherwise conduct any activity at the airport shall first submit a copy of the proposed lease or description of the activity, accompanied by an architectural drawing of the building or site use proposed, to the airport manager for review by the Board. The Board shall forward its recommendation to the City Council as part of the proposed lease of property.

Sec. 2-1-3. Appointment, term, vacancies.

- A. The Airport Authority Board shall consist of seven voting members, as appointed by the Mayor with the advice and consent of the City Council. In addition, the Board shall include two ex officio, non-voting members: the airport manager and a member of the City Council assigned to supervise the Airport. The two ex officio members shall make recommendations for board membership to the Mayor. A quorum shall consist of a majority of voting Board members. The term of voting Board members shall be four years. The term of the ex officio members shall coincide with the term of elected office or employment. Any Board member may be reappointed by the Mayor with the consent and approval of the City Council. Vacancies on the Board shall be promptly filled by the Mayor with the consent and approval of the City Council for the unexpired term. No vacancy on the Board shall impair the right of the remaining members to exercise all the powers of the Board. Any voting Board member may be removed without cause by the City Council at any time. To be appointed to the Board, a person must either: (1) be a resident of the City and 18 years of age or older or (2) be eligible for consideration for appointment to the Board pursuant to a valid and enforceable contract with the City.
- B. Members of the Airport Authority Board shall select one of its members as chairperson to oversee the proceedings and activities of the Board and shall adopt rules for the transaction of business and the conduct of its proceedings. An ex officio, non-voting member shall not serve as chairperson. The chairperson shall

serve for a term of one year. The chairperson, with the advice and consent of the Board, shall appoint one of the voting Board members as alternate chairperson to act in the absence of the chairperson. The chairperson and alternate chairperson may be reelected for successive terms. Four voting Board members shall constitute a quorum.

Sec. 2-1-4. Meetings.

- A. The Board shall adopt reasonable rules for the conduct of its meetings.
- B. Meetings shall be held at least quarterly and more often if deemed necessary by the voting Board members or the airport manager. Meeting location(s) will be determined as the agenda warrants and will be decided upon and forwarded to the members by the airport manager. Meetings may be called by an ex officio member or by a consensus of two voting Board members. All Board meetings shall be open to the public, but inasmuch as the Board shall have no authority to make any decision or take any action except as authorized by the City Council, the Board shall not be required to comply with the requirements of the Utah Open Meeting Law.

Sec. 2-1-5. Compensation.

All voting Board members shall serve without compensation for the performance of their duties. However, Board members may be reimbursed for their reasonable expenses incurred in carrying out their duties, provided said expenses are approved and provided for by the City Council prior to the time any said expenses are incurred.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 2, CHAPTER 1 OF THE HURRICANE CITY CODE GOVERNING THE
AIRPORT AUTHORITY BOARD.**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 2, Chapter 1 of the Hurricane City Code governing the Airport Authority Board; and

WHEREAS, said City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane,

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that Title 2, Chapter 1 is hereby amended to read as follows:

CHAPTER 1. AIRPORT AUTHORITY BOARD

Sec. 2-1-1. Establishment and authority.

- A. *Establishment.* There is hereby created and established the City Airport Authority Board (hereafter referred to as "Board"), which shall function in an advisory capacity to the City Council on all issues regarding the operation of the Hurricane City Municipal Airport (hereafter referred to as the "Airport").
- B. *Authority.* The Airport Authority Board created hereby 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.

Sec. 2-1-2. Purpose.

The Board shall be responsible for ensuring that the Airport is operated in a safe, efficient manner in order to protect the users and residents of the City. Specifically, the Board shall make such recommendations to the City Council, as may be necessary in the judgment of the Board, to ensure that: a) all current and future uses, structures and improvements at the Airport are harmonious and compatible with existing structures and surroundings; b) all current and future uses, structures and improvements at the Airport are operated and maintained in accordance with any lease agreement which may have been approved by the City Council and City Attorney and all applicable local, state and federal laws, rules and regulations pertaining to the operation of airports, including any rules and regulations promulgated by the federal aviation authority. 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. Prior to consideration by the City Council, any person or entity desiring to lease property at the Airport or otherwise conduct any activity at the airport shall first submit a copy of the proposed lease or description of the activity, accompanied by an architectural drawing of the building or site use proposed, to the airport manager for review by the Board. The Board shall forward its recommendation to the City Council as part of the proposed lease of property.

Sec. 2-1-3. Appointment, term, vacancies.

- A. The Airport Authority Board shall consist of seven voting members, as appointed by the Mayor with the advice and consent of the City Council. In addition, the Board shall include two ex officio, non-voting members: the airport manager and a member of the City Council assigned to supervise the Airport. The two ex officio members shall make recommendations for board membership to the Mayor. A quorum shall consist of a majority of voting Board members. The term of voting Board members shall be four years. The term of the ex officio members shall coincide with the term of elected office or employment. Any Board member may be reappointed by the Mayor with the consent and approval of the City Council. Vacancies on the Board shall be promptly filled by the Mayor with the consent and approval of the City Council for the unexpired term. No vacancy on the Board shall impair the right of the remaining members to exercise all the powers of the Board. Any voting Board member may be removed without cause by the City Council at any time. To be appointed to the Board, a person must be either: (1) be a resident of the City and 18 years of age or older or (2) be eligible for consideration for appointment to the Board pursuant to a valid and enforceable contract with the City.
- B. Members of the Airport Authority Board shall select one of its members as chairperson to oversee the proceedings and activities of the Board and shall adopt rules for the transaction of business and the conduct of its proceedings. An ex officio, non-voting member shall not serve as chairperson. The chairperson shall serve for a term of one year. The chairperson, with the advice and consent of the Board, shall appoint one of the voting Board members as alternate chairperson to act in the absence of the chairperson. The chairperson and alternate chairperson may be reelected for successive terms. Four voting Board members shall constitute a quorum.

Sec. 2-1-4. Meetings.

- A. The Board shall adopt reasonable rules for the conduct of its meetings.
- B. Meetings shall be held at least quarterly and more often if deemed necessary by the voting Board members or the airport manager. Meeting location(s) will be determined as the agenda warrants and will be decided upon and forwarded to the members by the airport manager. Meetings may be called by an ex officio member or by a consensus of two voting Board members. All Board meetings shall be open to the public, but inasmuch as the Board shall have no authority to make any decision or take any action except as authorized by the City Council, the Board shall not be required to comply with the requirements of the Utah Open Meeting Law.

Sec. 2-1-5. Compensation.

All voting Board members shall serve without compensation for the performance of their duties. However, Board members may be reimbursed for their reasonable expenses incurred in carrying out their duties, provided said expenses are approved and provided for by the City Council prior to the time any said expenses are incurred.

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

PASSED AND APPROVED this 19th day of May 2022.

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 19th day of May 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

City Council packet for standards 3.7.1 secondary water systems required

In July 2021 City Council approved the requirement for dry irrigation systems be installed in all new subdivisions. With the rapidly changing times, it is apparent we need to revise this standard and require a wet connection to the culinary system. The new irrigation connections will be temporarily connected to the culinary system with a required back flow device until a secondary water source is available to serve the subdivision. The new system will be individually metered, and they will pay the culinary water rate until permanently connected to a secondary system.

Water Board recommended that the City Council make the changes to this standard.
I Believe it is important for the future to take this step at this time.

Thank you,

Ken Richins

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH, AMENDING THE CITY OF HURRICANE DESIGN STANDARDS PERTAINING TO SECONDARY WATER SYSTEM REQUIREMENTS.

Whereas development of new sources of culinary water is becoming increasingly more expensive and time consuming; and

Whereas the City of Hurricane wishes to make efficient use of all sources of water within the boundaries of the City; and

Whereas the City Council of Hurricane, Utah deems it necessary and desirable for the preservation of the public, health, safety and welfare of the residents of Hurricane, Utah

BE IT HEREBY ORDAINED by the Hurricane City Council that Section 3.7 of the Hurricane Design Standards shall be amended in its entirety to read as follows:

3.7 SECONDARY WATER OR WASTEWATER REUSES IRRIGATION SYSTEM.

3.7.1 Secondary Water System Requirement: Secondary water systems shall be required in all new subdivision and developments of three (3) or more residential units and all commercial and industrial development. Properties seeking to build on a fully developed lot that does not have access to secondary water shall not be required to install a secondary water system. If irrigation water is not available, a dry system shall be installed. Irrigation systems shall be designed for appropriate flow and pressure, and a hydraulic model may be required by the City prior to plan approval.

All proposed developments are required to provide secondary water system if secondary water can be provided at the time of development, including residential developments under three units or if a single building lot is seeking a single building permit.

In areas where secondary water system is unlikely to develop, the property owner may have the installation of a secondary water system requirement waived by the City Council with a recommendation by the Water Board. A condition of waiver of these standards shall be conditioned on the applicant shall commitment to xeriscape landscaping within the proposed development through a development agreement and through conditions, covenants and restrictions (CC&Rs).

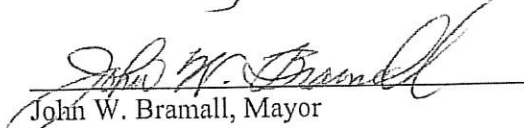
This section shall not apply to any development that has submitted construction drawings to the Joint Utility Committee prior to July 30, 2021.

3.7.2 Secondary Water Construction Standards: All secondary water irrigations systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in SECTIONS 3 and 4 of these specifications. However, all valve box covers shall bear the legend "Irrigation" in 3-36 order to clearly differentiate between culinary and secondary systems. The pipe material shall be colored purple, or a discrete color different from the culinary water main. There shall be no cross connections between secondary and culinary water systems.

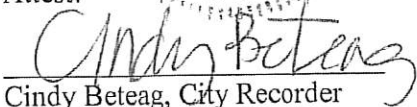
3.7.3 Wastewater Reuses Irrigation Systems: All wastewater reuse irrigation systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in Sections 3 and 4 of these specifications. However, all requirements for the treating and reuse of wastewater outlined in the latest applicable Utah Division of Water Quality Standards for Utilization and Isolation of Domestic Wastewater Treatment Works Effluent shall be followed. These requirements include, but are not limited to, a reuse project plan, allowed uses, required treatment processes and water quality limits.

BE IT FURTHER ORDAINED that this ordinance shall be deemed to be of an urgent nature and shall take effect at the earliest possible time after publication and posting.

PASSED AND APPROVED this 15th day of July, 2021.


John W. Bramall, Mayor

[Seal]
Attest:


Cindy Beteag, City Recorder





3.7 SECONDARY WATER OR WASTEWATER REUSES IRRIGATION SYSTEM.

3.7.1 Secondary Water System Requirement: Secondary water systems shall be required ~~in for~~ all new ~~subdivision residential developments (including subdivisions, single lot developments, or a single building lot seeking a single building permit)~~ and all commercial or industrial developments ~~of three (3) or more residential units and all commercial and industrial development; provided, however, that o. Properties seeking to build owners building~~ on a fully developed lot that does not have access to secondary water shall not be required to install a secondary water system. If ~~irrigation secondary~~ water is not available, the secondary water system in the new residential, commercial, or industrial development shall be temporarily connected to the culinary water system with an approved reduced pressure backflow device. When secondary water becomes available, the City will remove the reduced pressure backflow device, disconnect the secondary water system from the culinary water system, and connect to the available secondary water a dry system shall be installed. Irrigation systems shall be designed for appropriate flow and pressure, and a hydraulic model may be required by the City prior to plan approval.

~~All proposed developments are required to provide secondary water system if secondary water can be provided at the time of development, including residential developments under three units or if a single building lot is seeking a single building permit.~~

In areas where secondary water system is unlikely to develop, the property owner may have the installation of a secondary water system requirement waived by the City Council with a recommendation by the Water Board. ~~A condition of waiver of these standards shall be conditioned on the applicant shall commitment to xeriscape landscaping within the proposed development through a development agreement and through conditions, covenants and restrictions (CC&Rs). The applicant's commitment to xeriscape landscaping within the proposed development through a development agreement and through conditions, covenants and restrictions recorded against the subject property shall be a prerequisite to the City Council waiving the standards of this section.~~

This section shall not apply to any development that has submitted construction drawings to the Joint Utility Committee ~~or applied for a building permit~~ prior to ~~July 30, 2021~~ May 19, 2022.

3.7.2 Secondary Water Construction Standards: All secondary water ~~irrigations~~ systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in ~~SECTIONS~~ Sections 3 and 4 of these specifications. However, all valve box covers shall bear the legend "Irrigation" in ~~3-36 order~~ to clearly differentiate between culinary and secondary systems. The pipe material shall be colored purple, or a discrete color different from the culinary water main. There shall be no cross connections between secondary and culinary water systems.

3.7.3 Wastewater Reuses Irrigation Systems: All wastewater reuse irrigation systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in Sections 3 and 4 of these specifications. ~~However~~ Furthermore, all requirements for the treating and reuse of wastewater outlined in the latest applicable Utah Division of Water

Quality Standards for Utilization and Isolation of Domestic Wastewater Treatment Works Effluent shall be followed. These requirements include, but are not limited to, a reuse project plan, allowed uses, required treatment processes and water quality limits.

3.7 SECONDARY WATER OR WASTEWATER REUSES IRRIGATION SYSTEM.

3.7.1 Secondary Water System Requirement: Secondary water systems shall be required for all new residential developments (including subdivisions, single lot developments, or a single building lot seeking a single building permit) and all commercial or industrial developments; provided, however, that owners building on a fully developed lot that does not have access to secondary water shall not be required to install a secondary water system. If secondary water is not available, the secondary water system in the new residential, commercial, or industrial development shall be temporarily connected to the culinary water system with an approved reduced pressure backflow device. When secondary water becomes available, the City will remove the reduced pressure backflow device, disconnect the secondary water system from the culinary water system, and connect to the available secondary water. Irrigation systems shall be designed for appropriate flow and pressure, and a hydraulic model may be required by the City prior to plan approval.

In areas where a secondary water system is unlikely to develop, the property owner may have the installation of a secondary water system requirement waived by the City Council with a recommendation by the Water Board. The applicant's commitment to xeriscape landscaping within the proposed development through a development agreement and through conditions, covenants and restrictions recorded against the subject property shall be a prerequisite to the City Council waiving the standards of this section.

This section shall not apply to any development that has submitted construction drawings to the Joint Utility Committee or applied for a building permit prior to May 19, 2022.

3.7.2 Secondary Water Construction Standards: All secondary water systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in Sections 3 and 4 of these specifications. However, all valve box covers shall bear the legend "Irrigation" to clearly differentiate between culinary and secondary systems. The pipe material shall be colored purple, or a discrete color different from the culinary water main. There shall be no cross connections between secondary and culinary water systems.

3.7.3 Wastewater Reuses Irrigation Systems: All wastewater reuse irrigation systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in Sections 3 and 4 of these specifications. Furthermore, all requirements for the treating and reuse of wastewater outlined in the latest applicable Utah Division of Water Quality Standards for Utilization and Isolation of Domestic Wastewater Treatment Works Effluent shall be followed. These requirements include, but are not limited to, a reuse project plan, allowed uses, required treatment processes and water quality limits.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH,
AMENDING HURRICANE CITY DESIGN STANDARDS PERTAINING TO
SECONDARY WATER SYSTEM REQUIREMENTS.**

WHEREAS development of new sources of culinary water is becoming increasingly more expensive and time consuming; and

WHEREAS Hurricane City wishes to make efficient use of all sources of water within the boundaries of the City; and

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

BE IT HEREBY ORDAINED by the Hurricane City Council that Section 3.7 of the Hurricane Design Standards shall be amended in its entirety to read as follows:

3.7 SECONDARY WATER OR WASTEWATER REUSES IRRIGATION SYSTEM.

3.7.1 Secondary Water System Requirement: Secondary water systems shall be required for all new residential developments (including subdivisions, single lot developments, or a single building lot seeking a single building permit) and all commercial or industrial developments; provided, however, that owners building on a fully developed lot that does not have access to secondary water shall not be required to install a secondary water system. If secondary water is not available, the secondary water system in the new residential, commercial, or industrial development shall be temporarily connected to the culinary water system with an approved reduced pressure backflow device. When secondary water becomes available, the City will remove the reduced pressure backflow device, disconnect the secondary water system from the culinary water system, and connect to the available secondary water. Irrigation systems shall be designed for appropriate flow and pressure, and a hydraulic model may be required by the City prior to plan approval.

In areas where a secondary water system is unlikely to develop, the property owner may have the installation of a secondary water system requirement waived by the City Council with a recommendation by the Water Board. The applicant's commitment to xeriscape landscaping within the proposed development through a development agreement and through conditions, covenants and restrictions recorded against the subject property shall be a prerequisite to the City Council waiving the standards of this section.

This section shall not apply to any development that has submitted construction drawings to the Joint Utility Committee or applied for a building permit prior to May 19, 2022.

3.7.2 Secondary Water Construction Standards: All secondary water systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in Sections 3 and 4 of these specifications. However, all valve box covers shall bear the legend "Irrigation" to clearly differentiate between culinary and secondary systems. The pipe material

shall be colored purple, or a discrete color different from the culinary water main. There shall be no cross connections between secondary and culinary water systems.

3.7.3 Wastewater Reuses Irrigation Systems: All wastewater reuse irrigation systems shall be designed and constructed in accordance with the requirements outlined for culinary water systems in Sections 3 and 4 of these specifications. Furthermore, all requirements for the treating and reuse of wastewater outlined in the latest applicable Utah Division of Water Quality Standards for Utilization and Isolation of Domestic Wastewater Treatment Works Effluent shall be followed. These requirements include, but are not limited to, a reuse project plan, allowed uses, required treatment processes and water quality limits.

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

PASSED AND APPROVED this 19th day of May 2022.

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 19th day of May 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

RESOLUTION NO. 2022-25

**A RESOLUTION AUTHORIZING HURRICANE CITY PICK UP OF
PUBLIC SAFETY EMPLOYEE RETIREMENT CONTRIBUTIONS.**

WHEREAS Hurricane City (“City”) employs employees who are eligible for and participate as members in the New Public Safety Tier II Contributory Retirement System administered by the Utah Retirement Systems; and

WHEREAS in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

WHEREAS the City desires to formally pick up a portion of the employee contributions required to be paid under Utah Code Ann. § 49-23-301(2)(c), as enacted in S.B. 56, Public Safety Tier II Retirement Enhancements (2020 General Session), for all City employees participating in the New Public Safety Tier II Contributory Retirement System; and

WHEREAS the City Council is duly authorized to take this formal action on behalf of the City as a participating employer with the Utah Retirement Systems.

NOW, THEREFORE, BE IT RESOLVED that the Hurricane City Council declares as follows:

1. Beginning July 1, 2022, the City shall prospectively pick up and pay required employee contributions for all City employees who are members of the New Public Safety Tier II Contributory Retirement System, subject to a maximum of 5.00% of compensation for each employee.
2. The picked up contributions paid by the City, even though designated as employee contributions for state law purposes, are being paid by the City in lieu of the required employee contributions.
3. The picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.
4. The picked up contributions are a supplement and not a salary reduction to the City employees who are eligible for and participating members in the New Public Safety Tier II Contributory Retirement System.
5. From and after the date of this pick up, a City employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option

of choosing to receive the contributed amounts directly instead of having them paid by the City on behalf of its employees to the Utah Retirement Systems.

6. This resolution shall take effect on July 1, 2022.

PASSED, APPROVED AND ADOPTED by the Hurricane City Council of Hurricane City, Utah, this 19 day of May, 2022.

HURRICANE CITY MAYOR

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 19th day of May 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

BEER LICENSE APPLICATION AND QUESTIONNAIRE
CITY OF HURRICANE, UTAH
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 application therefore
- ☐ Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants (applicable to off-premise retailers)
- ☒ Names and addresses of shareholders, members or partners (applicable to Corporations, limited liability companies and partnerships)

RENEWAL LICENSE must be accompanied by:

- ☐ Annual license fee
- ☐ Proof of completion of all necessary certifications by employees required by the city and state (applicable to off-premise retailers)
- ☐ Names and addresses of shareholders, members or partners (applicable to corporations, limited liability companies and partnerships)

1. Applicant If the license is for a sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent and a separate sheet must be attached giving shareholders who own more than 10% of the corporation. If license is for a limited liability company, applicant must be a managing member. 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.

Full Name of Owner/CEO Patrick Thomas Dockstader
(First) (Middle) (Last)

Home address/ [REDACTED]
(Street) (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

3. Business Name / Location / Management

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

Business Address 40 S Rlington Prkwy, Hurricane UT 84784
(Street) (City) (State/Zip)

Phone Number 435 212 0576

Owner of Property Hurricane CIG, LC

Name of Business Manager Patrick T Dockstader

Social Security # _____ (Middle) _____
Date of Birth _____

Address of Manager _____
(Street) (City) (State/Zip)

Phone Number 435 212 0576

*(This information is not required for a Renewal)

*Distance in feet from nearest public or public or private school 1.9 miles

*Distance in feet from nearest church 3500 feet

*Distance in feet from nearest public playground 5100 feet

*Distance in feet from nearest public park 2000 feet

*Distance in feet from nearest public library 2 miles

4. Classification of license applied for: ☒ New _____ Renewal

_____ Class A License

_____ Class B License

_____ Class C License

_____ Class D License

_____ Class E License

☒ Class F License ☒ Off Premise

_____ Single Event Permit

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. _____

The Border Store LC, Currently in Business

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. _____

Employed at The Border Store @ 625 N State Street, Hildale UT for 10 yrs. Manager, Part Owner since 2015. Convenience Store/ Gas station

Who owns the real estate where this business is located? Hurricane CIG, LC

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. _____

Hurricane CIG, LC . Investment property to rent.

Do you own fixtures at this location? ☒ Yes _____ No. If yes, state the investment which you have in fixtures and equipment \$ _____

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, Patrick Dockstader, being first duly sworn, depose and say as follows:

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


Applicant

SUBSCRIBED AND SWORN TO before me this 11 day of 5, 20 22


(NOTARY PUBLIC OR CITY LICENSE OFFICER)

Kevin LeBaron

9:30 AM
(1 hour
ago)

to me

I've known Patrick since I moved to the US as a child (24+ years).

As a child, Patrick was exceptionally kind and inclusive, as we went through school he lead by example and was always an influence for good. In business, he's been a pleasure to work with always being more than fair and he's an excellent husband and father.

Patrick is one of those rare people you can always trust to do the right thing. I highly recommend him for any dealings you may be considering, business or personal.



Kevin LeBaron

kevin@truetakemedia.com

www.truetakemedia.com

+1 (435) 680-7669

Robert Knudson

May 15, 2022

RE: Patrick Dockstader

To whom it may concern,

As a lifelong friend, work associate, and fellow community member I highly recommend Patrick Dockstader for your consideration. As a human being he is honest, has a zest for life, and above all else values his personal integrity and doing right by his fellow man over anything else.

Patrick is a leader in his community and has proven himself to be a reliable and trustworthy counterparty in every interaction I have had with him. He exudes love and service and is the kind of guy you'd want covering YOUR back for when you find yourself in the trenches of life..

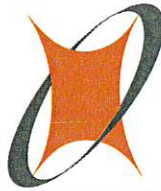
He is a personal hero of mine for several reasons. First, his faith and family come first. Second, his life (YES ENTIRE LIFE) has been 100% dedicated to building up his community. Third, the man Patrick will and has become is extraordinary and wise beyond his years, he is one of the most coach-able and practical and humble people I've ever met.

Don't his modesty fool you, though. Patrick Dockstader is a power-house visionary in his community and his industry. His contribution to the nation's fuel delivery system ALONE will impact every service station in the world one day.

I recommend Patrick, the question is whether I recommend you to Patrick or not.

Sincerely,

Robert Knudson



ALLIANCE CONSULTING

A Planning and Engineering Firm

May 16, 2022

Michael Bradshaw
2303 N Coral Canyon Blvd. Ste. 201
Washington, UT 84780
435-467-8293
mwb@allianceconsulting.us

To Whom it May Concern,

It is my pleasure to write this letter of recommendation for Patrick Dockstader. I have known Patrick for many years as a friend and community business leader and have found him to be of impeccable character. Honesty and diligence are some of his most notable traits among many others that make Patrick an outstanding man. He is diligent in his work and maintains the attention to detail that keep his stores in pristine condition.

Patrick's current store in Hildale UT has a reputation for cleanliness and service. I fully expect his newest store, Venture Fuel LC, 40 S Rlington Parkway, Hurricane, UT 84784, will be a quality asset to the community.

Please feel free to contact me further if you have any questions.

Best regards,

Michael Bradshaw, EIT, PLS
Project Engineer

LETTER OF RECOMMENDATION

May 15, 2022

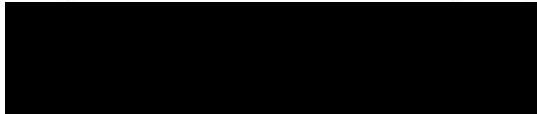
To Whom it May Concern:

My brother Patrick Dockstader is a man of the highest caliber and of outstanding character. I know him to be honest, forgiving, punctual, and reliable. He is particular with attention to detail and cleanliness. He will be successful in his business endeavors because he has excellent work ethic and cares about his employees and in having a reputable business institution. You can expect him to be one of the best business owners/managers in your town.

I have seen him overcome difficulties and obstacles to achieve amazing things in his life. He took a run-down facility and turned it into the nicest C store/ gas station in 30 miles. You won't regret any business partnerships/agreements made with him.

Thank you for your time and consideration,

Melissa E. Dockstader RN BSN
Hospitalist Coordinator at St. George Regional Medical Center



To Whom it May Concern,

It's my absolute pleasure to recommend Patrick Dockstader, who is applying for a liquor license so he can open his gas station.

I have thoroughly enjoyed my time working with him. I have found him to be honest, dependable, and calm under the stress of pressure and he always checks the I.D.s of customers ordering alcoholic beverages.

Additionally, Patrick is a cheerful, friendly, and business-minded individual. He will make an excellent owner and manager for his new establishment.

Thank you for your consideration,

Aissa W Jessop

To Whom it may concern,

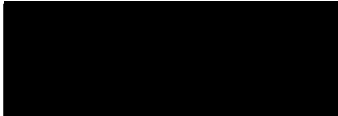
I recommend granting Patrick Dockstader a license for The Sinclair Convenience Store in Hurricane Ut.

I have known Patrick Dockstader since grade school and remain good friends with him. He has always been very law abiding, he has done the research necessary to make sure he is always in good conduct with the law. He has always been a great influence. I consider him to be one of the best people I have ever known. In school and throughout his life he has always been honest to a fault. It's one of his greatest qualities. There are many things I admire about Partick: His kindness, generosity, and honesty to name a few. I believe he will conduct this store in a way that will reflect well on the community.

Please feel free to contact me if you have any further questions 435-212-3706

Thank you,

Martha Hammon



Date: 05/16/22

To whom it may concern:

Please accept this letter of recommendation from me on behalf of Patrick Dockstader. I have worked directly and in-directly with Patrick over the past 10 years and have found him to be a principled individual. I frequent his fuel establishment and am always impressed by the state of affairs in his store. Also, I have had several occasions to transaction business with him and I have never found him to be anything besides ethical and fair.

Thank You!

A handwritten signature in blue ink, appearing to read 'John Knudson', with a long horizontal flourish extending to the right.

John Knudson



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

Date of Application _____

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

◆ SINGLE EVENT BEER PERMIT ◆

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

SECTION A — BUSINESS INFORMATION

Name of Business: Sand Hollow Resort Grille @ Sand Hollow Resort
Business Phone: 435-656-4653 Fax Number: _____
Contact Person: Peter Davis
Business Address: 5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)
State Sales Tax Number: 14718721-104-STE Does this business have a current DABC license: RE02680
Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: _____
Event Venue: Rock bowl @ Sand Hollow Resort
5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (Suite) (City) (State) (Zip)
Date (s) of the event: _____ Alcohol Service hours: _____ to _____
Type of Event: Wedding / Corporate Event
Will food be available? Yes Full Meals? Yes Will minors attend the event? Yes

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: Sand Hollow Resort Operator Title: Owner
Home Address: 5662 W. Clubhouse Dr. Hurricane UT 84737
(Street Number) (City) (State) (Zip)
Home Phone: _____ office Cell Phone: 844-404-3211

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

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

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

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

Applicant
(NOTARY PUBLIC OR CITY LICENSE
OFFICER)

TOTAL FEES	\$ <u>350.10</u>	Office Use Only	<u>350</u>
		AMOUNT PAID \$	<u>8.158581</u>
DATE	<u>5/16/22</u>	RECEIPT #	<u>8.158581</u>
CITY LICENSE NUMBER: _____			
DATE APPLICATION WENT TO CITY COUNCIL: <u>5/19/22</u>			
DATE OF APPROVAL FROM STATE: _____			

List Of Current Beverages

Spirits

Gin

Bombay Sapphire
Tanqueray
New Amsterdam

Vodka

Grey Goose
Kettle One
Absolute Citron
Sky

Tequila

Patron Silver
Dom Julio
1800
Casamigos Repasardo

Rum

Coral Bay
Monarch
Bacardi Superior
Bacardi Ocho
Captain Morgan Spiced
Myers Dark Rum

Whisky

Woodford Reserve Bourbon
Jack Daniels Bourbon
Silver Reef Bourbon
Makers Mark Bourbon
Jamison Irish Whiskey
Crown Royal
Pendleton Rye
Seagrams 7

Liquors

Bailey's
Cointreau

Wines

Red Wines

Ravenswood Cabernet Sauvignon
Ravenswood Zinfandel
Smoking Loon
Dona Paula Malbec

White Wines

Woodbridge Chardonnay
Kendal Jackson Chardonnay
Monkey Bay Sauvignon Blanc
Fisheye Pinot Grigio
Barefoot Zinfandel

Dates of Events	
6/3/2022	Concert
6/4/2022	Concert
6/7/2022	Corporate Function
6/10/2022	Concert
6/11/2022	Concert
6/17/2022	Concert
6/18/2022	Concert
6/24/2022	Concert
6/25/2022	Concert
7/1/2022	Corporate Function
7/2/2022	Wedding
7/8/2022	Corporate Function
7/9/2022	Concert
7/16/2022	Concert
7/23/2022	Concert
7/29/2022	Concert
7/30/2022	Wedding
8/6/2022	Concert
8/12/2022	Concert
8/13/2022	Concert
8/19/2022	Concert
8/20/2022	Wedding
8/26/2022	Concert
8/27/2022	Concert
9/3/2022	Corporate Function
9/4/2022	Wedding
9/9/2022	Concert
9/10/2022	Concert
9/13/2022	Corporate Function
9/16/2022	Concert
9/17/2022	Concert
9/18/2022	Wedding
9/24/2022	Wedding
9/30/2022	Concert
10/1/2022	Concert
10/3/2022	Corporate Function
10/4/2022	Corporate Function
10/5/2022	Wedding
10/8/2022	Wedding
10/15/2022	Wedding
10/22/2022	Wedding
10/29/2022	Wedding
11/11/2022	Wedding
11/12/2022	Wedding
11/14/2022	Corporate Function
11/18/2022	Corporate Function

11/19/2022	Wedding
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STAFF COMMENTS

Ordinance 2022-26: Consideration and possible approval on a **Zone Change Amendment request located at 163 N Main from RM-1, multifamily 6 units per acre, to RM-3, multifamily 15 units per acre, to add additional units to property.** Zachary Forsyth Applicant.

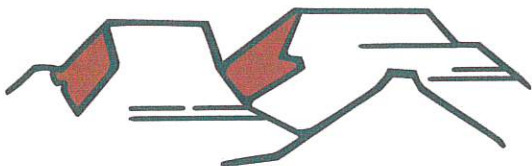
Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-ZC-20 Forsyth 1
2. Ordinance 2022-26 Forsyth 1
3. 2022-ZC-20 Forsyth 1



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee

File No. 2022-ZC-20

Receipt No. 7.69 3917

Name: Zachary Forsyth Telephone: (435) 669-6394

Address: 655 W 375 S, Hurricane, UT 84737 Fax No. _____

Email: Zachpharmd@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 163 N Main, Hurricane, UT 84737

Tax ID of Subject Property: 006922 H-145-A-1 Existing Zone District: RM-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) _____

RM-3, would like to remove grass and add additional units to the property.

Submittal Requirements: The zone change application shall provide the following:

- ____a. The name and address of every person or company the applicant represents.
- ____b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ____c. All abutting properties showing present zoning classifications.
- ____d. An accurate legal description of the property to be rezoned.
- ____e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ____f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

.....
(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____

Zone Change Application Information 163 N Main-

Legal Description-

BEG AT PT 60 FT N OF SE COR LOT 4 BLK 4 PLAT B HTS TH W 97 FT; TH S 60 FT; TH W 136 FT M/L TO SW COR LOT 4; TH N 116 FT M/L TO NW COR S1/2 SD LOT; TH E 233 FT M/L TO B/L SD LOT; TH S 56 FT M/L TO POB

Tax ID- 0069727

Parcel Number H-195-A-1

Warranty Deed Page 1 of 2
 Russell Shirts Washington County Recorder
 07/06/2018 02:39:49 PM Fee \$12.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
 Zachary Forsyth
 1105 S 840 W
 Hurricane, UT 84737



SOUTHERN UTAH TITLE
 www.sutic.com
 Doing Good Deeds for Over 60 Years

Order No. 200313 - RLW
 Tax I.D. No. H-195-A-1

Space Above This Line for Recorder's Use

WARRANTY DEED

Piccowaxen Properties, L.C., a Utah limited liability company, which acquired title as Piccowaxen Properties, L.L.C., grantor(s), of Hurricane, County of Washington, State of Utah, hereby CONVEY and WARRANT to

Zachary Forsyth and Shella Forsyth, Husband and Wife, as Joint Tenants, grantee(s) of Hurricane, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 6 day of July, 2018.

Piccowaxen Properties, L.C., a Utah limited liability company

By: Margaret Pamela Humphries
 Margaret Pamela Humphries, Operating Manager

STATE OF Utah)

:ss.

COUNTY OF Washington)

On the 6th day of July, 2018, personally appeared before me, Margaret Pamela Humphries, who being by me duly sworn, did say that he/she is the Operating Manager of Piccowaxen Properties, L.C., a Utah limited liability company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Margaret Pamela Humphries acknowledged to me that said limited liability company executed the same.



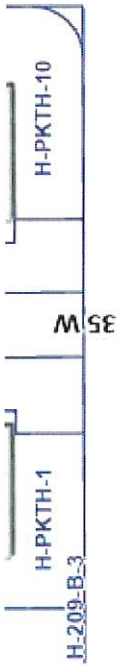
RACHEL L. WEBB
 Notary Public
 State Of Utah
 My Commission Expires 09-30-2018
 COMMISSION NO. 679181

NOTARY PUBLIC

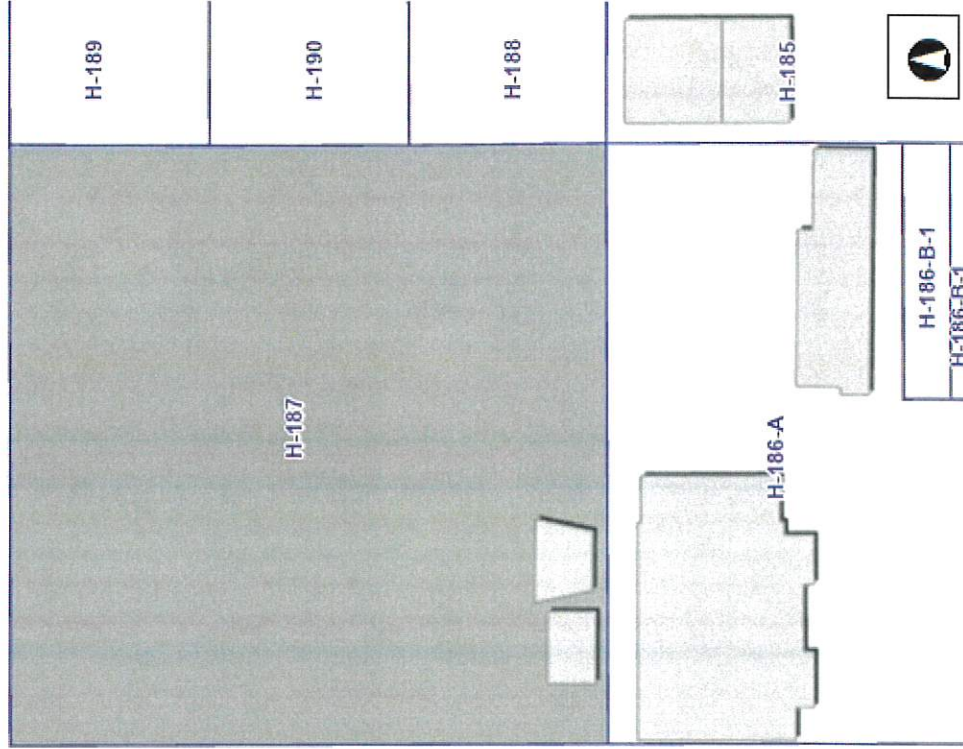
My Commission Expires: 9-30-2018



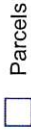
Zone Change



200 N



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



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.

188.1 Feet

94.04

0

WGS_1984_Web_Mercator_Auxiliary_Sphere



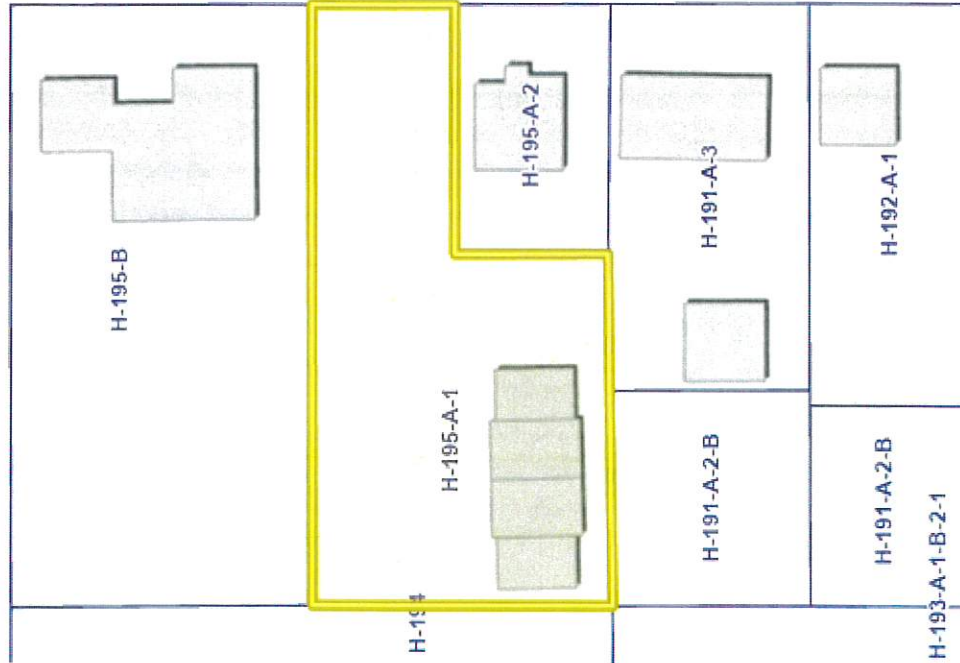
Zone Change



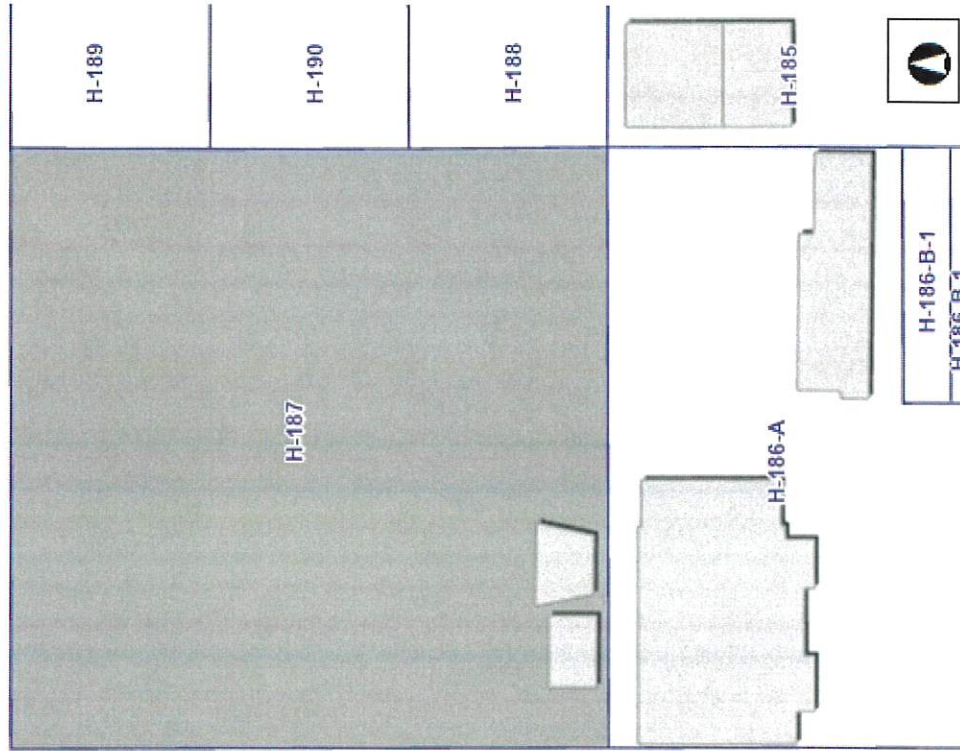
H-209-B-3 H-PKTH-1 H-PKTH-10 35 W

H-214-A H-215-A H-213-B

200 N



Main St



Legend

☐ Parcels

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shiwits 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

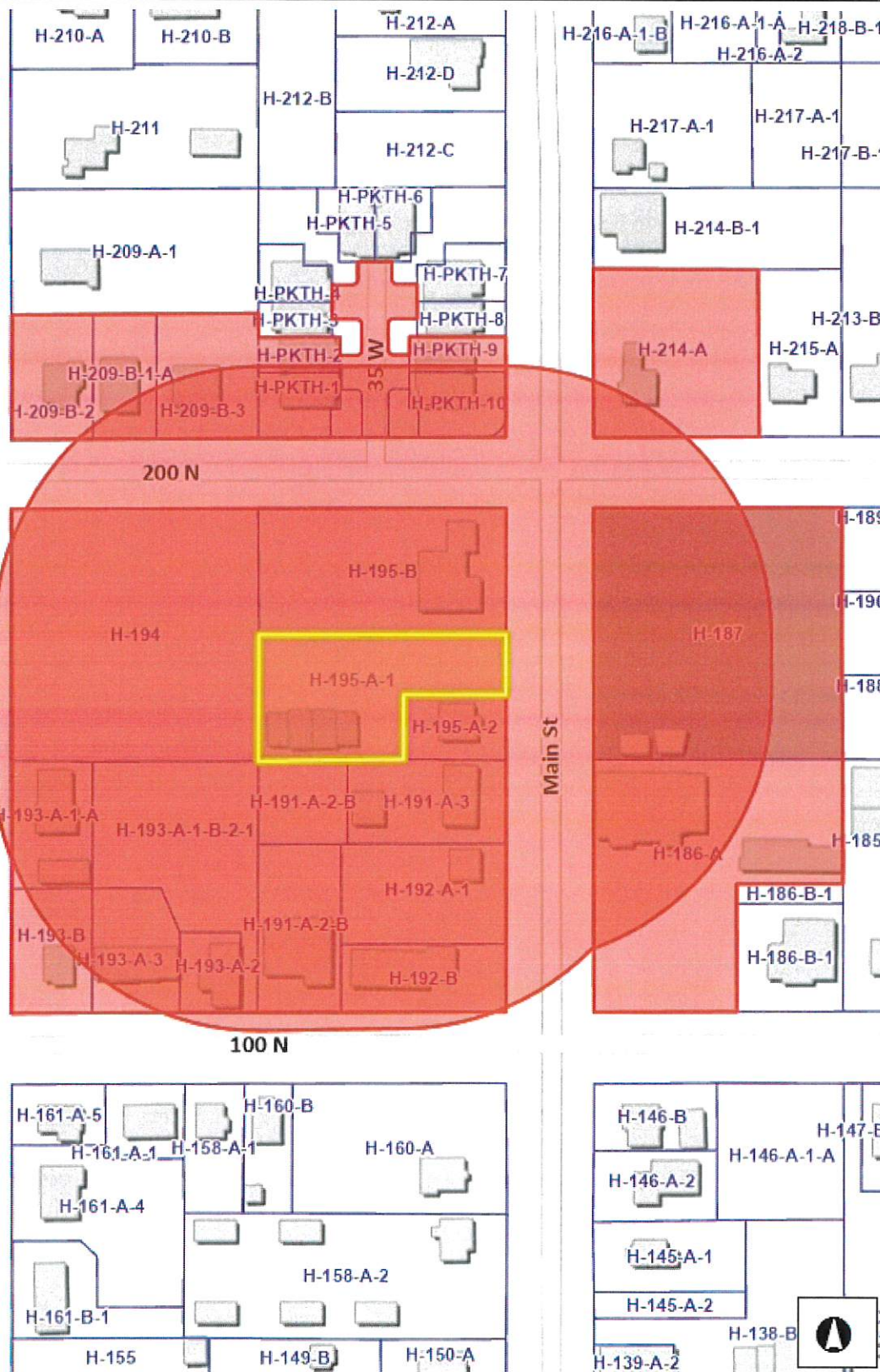
Notes



188.1 0 94.04 188.1 Feet

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.

WGS_1984_Web_Mercator_Auxiliary_Sphere



Parcels

Ownership

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

Notes



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.

HURRICANE TOWN
H-187
58 N 200 E
HURRICANE, UT 84737-1886

CECIL JOHN V
H-193-A-1-A
140 N 100 W
HURRICANE, UT 84737

STRATTON ARDEN B & ALLENE WRIGHT TRS
H-195-B
173 N MAIN
HURRICANE, UT 84737

ZALESKI SKYLER, ET AL
H-191-A-3
40 W 100 N
HURRICANE, UT 84737

MARTINEAU TRAYCE, ET AL
H-195-A-2
153 N MAIN STREET
HURRICANE, UT 84737

ZALESKI DAN & ASENITH TRS
H-191-A-2-B
40 W 100 N
HURRICANE, UT 84737

HIGHPOINTE HOMES LLC
H-194
PO BOX 549
HURRICANE, UT 84737-0549

HEPWORTH BRUCE D & JANICE
H-193-A-2
137 E 480 N # 14-4
HURRICANE, UT 84737-1898

HOLLIMAN JOSH
H-209-B-2
1499 W 3500 N
PLEASANT GROVE, UT 84062

SCHEFFEL SOONJIN
H-PKTH-9
435 PAINTBRUSH WAY
SAINT GEORGE, UT 84790

HEPWORTH ABE D & RACHEL
H-193-A-1-B-2-1
159 E 500 N
HURRICANE, UT 84737

CEDAR POINT HOLDINGS LLC SERIES - 208 N
H-214-A
3036 S GENTRY LN
SAINT GEORGE, UT 84790

ZALESKI DAN C, ET AL
H-192-A-1
40 W 100 N
HURRICANE, UT 84737

BARREDA ARGIMIRO B & ELSA TRS
H-PKTH-10
204 N 35 W
HURRICANE, UT 84737

HEPWORTH LUKE M & HEATHER K
H-193-A-3
100 N 80 W
HURRICANE, UT 84737

ZALESKI DAN & ASENITH TRS
H-191-A-2-B
40 W 100 N
HURRICANE, UT 84737

BRASSANINI MICHAEL & TAMMI
H-209-B-1-A
297 COUNTY RD 1012
SILVERTHORNE, CO 80498

YOUNG ROBYN
H-193-B
PO BOX 731
HURRICANE, UT 84737

METCALF KENNETH R
H-186-A
288 W SAINT GEORGE BLVD
SAINT GEORGE, UT 84770-3350

HOLDAWAY RONALD K & JOLYNNE N
H-192-B
107 N MAIN ST
HURRICANE, UT 84737-1848

FORSYTH ZACHARY & SHELLA
H-195-A-1
559 S 400 W
HURRICANE, UT 84737

HATCH CAMERON, ET AL
H-PKTH-2
205 N 35 W # 2
HURRICANE, UT 84737

LEBARON CRAIG G TR
H-PKTH-1
322 N STATE ST
HURRICANE, UT 84737

ALLSOP ALEX RICHARD, ET AL
H-209-B-3
66 W 200 N
HURRICANE, UT 84737

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE
REZONE FOR PARCEL H-195-A-1 FROM RM-1 TO RM-3**

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

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment has a reasonable plan to supply adequate services to the property; and

WHEREAS, the Planning Commission gave a positive recommendation to change to zoning from RM-1 to RM-3; and

WHEREAS, the City wishes to encourage a variety of housing types within the downtown to allow for housing and commercial developments.

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

1. The proposed zone change for parcel H-195-A-1 from RM-1 to RM-3 is Approved.

PASSED AND APPROVED on this 19th day of May, 2022.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder



STAFF COMMENTS

Agenda Date:	05/12/2022
Application Number:	2022-ZC-20
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Zachary Forsyth
Agent:	
Request:	A Zone Change from RM-1 to RM-3
Location:	163 N Main St
Zoning:	RM-1
General Plan Map:	Downtown

Planning Commission Recommendation

The Planning Commission gave a positive recommendation of the proposed zone change from RM-1 and RM-3. The vote was three to two.

Discussion:

The applicant is seeking a zone change from RM-1 to RM-3 on .49 acres of property. The applicants are proposing to add additional units to the four units already on the property. RM-3 zoning would allow for an additional 3 units. This property is located within the Hurricane downtown approximately one block north of SR-9 and across the street from Pioneer Park.

RM-3 zoning typically requires a full acre to be considered for a zone change however Hurricane City Code 10-13-4 states: *“Minimum area shall not be required in downtown area as listed within the general plan map to allow for infill and redevelopment of the downtown area in order to accomplish goals within the City's general plan and supporting master plans.”*

	Zoning	Adjacent Land Use
North	RM-1, RM-2	Single family homes, multifamily developments
East	PF, R1-6	Pioneer Park, single family homes

South	GC	Single family homes, commercial
West	RM-2, RM-1	Undeveloped property, single family homes



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: The General Plan Map shows this area as a part of our Downtown. The 2021 General Plan defines the Downtown as follows:

Downtown

This land use is concentrated in Hurricane's historic downtown district. Desired uses downtown include retail, residential, dining, public, and entertainment. Development in this area should build on Hurricane's unique character and heritage, reusing existing buildings where possible. This area is held to a higher standard of design and strives to create a safe and inviting environment for pedestrians.

This property is located in the heart of downtown Hurricane, down the street from commercial and civic uses. This is a popular part of town that the city has wanted to revitalize for decades now. The General Plan calls on the city to “*protect and revitalize*” the historic downtown. New infill development bringing a variety of income levels and employment opportunities can be a way to revitalize downtown

Some of the General Plan's Policies with regards to the historic downtown:

Policy 2.1: Hurricane supports the preservation, restoration, renovation, and adaptive re-use of historic buildings

Policy 2.2. Hurricane's history and historic buildings should be accessible to the general public, through such means as historical markers, scenic tours, authentic re-creations, and enactments

Policy 2.3. New development should be planned and designed to enhance the qualities and character that Hurricane residents and visitors value

Policy 3.1. Hurricane will strive to preserve the small town feel and rural character of its historic Downtown area

Policy 3.2. Hurricane supports infill development and redevelopment in the Downtown.

Policy 3.3. New development and redevelopment in the Downtown should be planned and designed to be compatible with the character of the historic period architecture and should be landscaped to enhance the pedestrian experience and overall look of the area.

Policy 3.4. Downtown Hurricane is intended to function as a mixed use village with effective pedestrian and bicycle connectivity to the surrounding neighborhoods.

Policy 3.5. Hurricane supports the development of unique shops, restaurants, professional offices, financial institutions in the Downtown, and supports additional residential options, including lofts, apartments, and townhouses.

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

Response: There are already apartments on the property in question and multifamily developments on the other side of 200 N.

3. Will the proposed amendment affect the adjacent property?

Response: Yes although adding three new units is unlikely to cause a huge affect. The property has good access to Main St and is tucked back from Main St which will further decrease the effect on the neighboring properties

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

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

Current Zoning

The property is currently zoned RM-1 and there are four units on the property. At .49 acres of property this is about 8.13 units per acre, more than the permitted 6 units per acre. This property is probably grandfathered in based on its location in historic downtown Hurricane. Staff generally supports zone changes that would bring existing property into compliance with current zoning ordinance.

This property is not within the Downtown Hurricane Historic District as recorded with the National Register of Historic Places

Parking

Per HCC 10-34-10 multifamily developments require:

<i>Dwelling, multiple-family:</i>	
<i>Studio and 1 bedroom units</i>	<i>1.5 spaces per dwelling unit</i>
<i>2 or more bedroom units</i>	<i>2 spaces per dwelling unit</i>

New units will require the entire development to be in compliance with this ordinance.

Downtown Master Plan

The City has budgeted money for a downtown master plan to plan for the future of this area of town. The City has received a grant from UDOT to help with the planning of this master plan that is expected to be dispersed July 1. As part of the master plan items such as design standards and mixed use overlay zones may be considered, including items that may or may not encourage further infill development. Staff would not recommend any major changes to city policy until the downtown master plan is complete.

Infill Development

The 2021 General Plan calls for “1.4. The City supports expansion and infill development in appropriate locations to utilize existing infrastructure and services efficiently.” Infill development occurs when vacant or under-utilized tracts of land are developed. Many communities have large parcels of land that were not developed for one reason or another. These properties are usually smaller in size and thus less impactful on the community, infrastructure usually already exists in the area which decreases construction costs which can create more affordable units. These infill developments can also spark reinvestment and redevelopment in underutilized parts of town. The biggest disadvantage can be that these infill developments do not always match the character of the surrounding neighborhood and can be incompatible with land use codes.

Site Plan Design

No site plan was submitted or required for this application. There is a proposal before the Planning Commission to add requirements for amenities and open space for multifamily developments. The current proposal would not require any amenities for a development this small and there is a provision to waive the open space requirement if a development is within one-quarter mile of a city park. Staff generally believes this would be a good location to waive that requirement. A preliminary site plan will be required if the zone change is approved.

JUC Comments:

Power: On the western property line. Should work fine. May need to upgrade service.

Water: Hydrant and meters on the property. Low pressure in the area. May need pressure pumps.

Streets: Make sure there is adequate parking on site

Sewer: Sewer available on western property line. Individual laterals per unit.

Engineering: Drainage plan needed

Fire: Fire code analysis needed

Findings:

Staff makes the following findings:

1. The application meets many of the standards within the General Plan and General Plan Map.
2. This zone change is harmonious with most of the surrounding development..
3. The proposed amendment will have an impact on the area, but there will be a limited number of units added.
4. Services are adequate to serve the property.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. Staff would recommend approval of this zone change.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE
REZONE FOR PARCELS H-185 AND H-184 FROM RM-1 TO RM-3**

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

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment has a reasonable plan to supply adequate services to the property; and

WHEREAS, the Planning Commission gave a positive recommendation to change to zoning from RM-1 to RM-3; and

WHEREAS, the City wishes to encourage a variety of housing types within the downtown to allow for housing and commercial developments.

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

1. The proposed zone change for parcels H-185 and H-184 from RM-1 to RM-3 is Approved.

PASSED AND APPROVED on this 19th day of May, 2022.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder



STAFF COMMENTS

Agenda Date:	05/19/2022
Application Number:	2022-ZC-21
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Zachary Forsyth
Agent:	
Request:	A Zone Change from RM-1 and General Commercial to RM-3
Location:	115 N 100 E and 55 E 100 N
Zoning:	RM-1
General Plan Map:	Downtown

Planning Commission Recommendation

The Planning Commission recommended to approve the proposed zone change. The vote was four to one.

Discussion:

The applicant is seeking a zone change from RM-1 and General Commercial to RM-3 on 1.08 acres of property. The applicants are proposing to add additional units to the three units already on the property. RM-3 zoning would allow for an additional 13 units for a total of 16. The applicant is hoping to build affordable housing in the area of SR-9. This property is located within the Hurricane downtown approximately one block north of SR-9 and around the corner from Pioneer Park. RM-3 zoning requires one acre for development.

	Zoning	Adjacent Land Use
North	RM-1, RM-2	Single family homes, multifamily developments
East	PF, R1-6	Pioneer Park, single family homes
South	GC	Single family homes, commercial
West	RM-2, RM-1	Undeveloped property, single family homes



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: The General Plan Map shows this area as a part of our Downtown. The 2021 General Plan defines the Downtown as follows:

Downtown

This land use is concentrated in Hurricane's historic downtown district. Desired uses downtown include retail, residential, dining, public, and entertainment. Development in this area should build on Hurricane's unique character and heritage, reusing existing buildings where possible. This area is held to a higher standard of design and strives to create a safe and inviting environment for pedestrians.

This property is located in the heart of downtown Hurricane, down the street from commercial and civic uses. This is a popular part of town that the city has wanted to revitalize for decades now. The General Plan calls on the city to “*protect and revitalize*” the historic downtown. New infill development bringing a variety of income levels and employment opportunities can be a way to revitalize downtown

Some of the General Plan's Policies with regards to the historic downtown:

Policy 2.1: Hurricane supports the preservation, restoration, renovation, and adaptive re-use of historic buildings

Policy 2.2. Hurricane's history and historic buildings should be accessible to the general public, through such means as historical markers, scenic tours, authentic re-creations, and enactments

Policy 2.3. New development should be planned and designed to enhance the qualities and character that Hurricane residents and visitors value

Policy 3.1. Hurricane will strive to preserve the small town feel and rural character of its historic Downtown area

Policy 3.2. Hurricane supports infill development and redevelopment in the Downtown.

Policy 3.3. New development and redevelopment in the Downtown should be planned and designed to be compatible with the character of the historic period architecture and should be landscaped to enhance the pedestrian experience and overall look of the area.

Policy 3.4. Downtown Hurricane is intended to function as a mixed use village with effective pedestrian and bicycle connectivity to the surrounding neighborhoods.

Policy 3.5. Hurricane supports the development of unique shops, restaurants, professional offices, financial institutions in the Downtown, and supports additional residential options, including lofts, apartments, and townhouses.

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

Response: The property is located within the heart of Hurricane's downtown. There are multifamily developments and zoning located throughout the area.

3. Will the proposed amendment affect the adjacent property?

Response: Yes but it is anticipated by the General Plan. The property has good access through 100 N and 100 E to SR-9 and the improvements required as part of the development will be beneficial to neighbors.

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

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

Current Zoning

There are currently three units on the western parcel, currently zoned GC. Per HCC 10-15-3 *“In the area designated as downtown district on the general plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-3 zone would apply.”* The western parcel currently complies with this code.

Parking

Per HCC 10-34-10 multifamily developments require:

<i>Dwelling, multiple-family:</i>	
<i>Studio and 1 bedroom units</i>	<i>1.5 spaces per dwelling unit</i>
<i>2 or more bedroom units</i>	<i>2 spaces per dwelling unit</i>

New units will require the entire development to be in compliance with this ordinance.

Downtown Master Plan

The City has budgeted money for a downtown master plan to plan for the future of this area of town. The City has received a grant from UDOT to help with the planning of this master plan that is expected to be dispersed July 1. As part of the master plan items such as design standards and mixed use overlay zones may be considered, including items that may conflict with this zone change or make this zone change irrelevant. Staff would not recommend any major changes to city policy until the downtown master plan is complete.

Moderate Income Housing

The 2019 Moderate Income Housing Plan projects that Hurricane is short about 750 affordable housing units. The plan also calls on the City to, “*1. Encourage higher density or moderate income residential development near a major transit investment corridor – SR-9*” Due to a recent change in state law, staff does plan to update the Moderate Income Housing Plan this summer and this strategy will need to be changed or refined to match state law which specifies that “major transit investment corridor” refers to train and bus lines and not a highway.

Infill Development

The 2021 General Plan calls for “*1.4. The City supports expansion and infill development in appropriate locations to utilize existing infrastructure and services efficiently.*” Infill development occurs when vacant or under-utilized tracts of land are developed. Many communities have large parcels of land that were not developed for one reason or another. These properties are usually smaller in size and thus less impactful on the community, infrastructure usually already exists in the area which decreases construction costs which can create more affordable units. These infill developments can also spark reinvestment and redevelopment in underutilized parts of town. The biggest disadvantage can be that these infill developments do not always match the character of the surrounding neighborhood and can be incompatible with land use codes.

Site Plan Design

No site plan was submitted or required for this application. There is a proposal before the Planning Commission to add requirements for amenities and open space for multifamily developments. The current proposal would not require any amenities for a development this small and there is a provision to waive the open space requirement if a development is within one-quarter mile of a city park. Staff generally believes this would be a good location to waive that requirement. A preliminary site plan will be required if the zone change is approved.

JUC Comments:

Power: Power on 100 E

Water: Water on 100 N and 100 E.

Streets: Make sure there is adequate parking on site

Sewer: Sewer on 100 N and 100 E..

Engineering: Access looks good. Road improvements on 100 E and 100 N if the city doesn’t do it first.

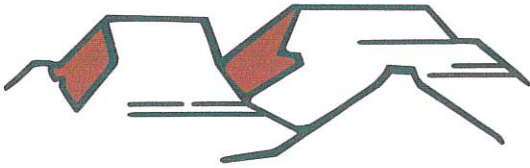
Fire: Hydrant in the area

Findings:

Staff makes the following findings:

1. The application meets some of the standards within the General Plan and General Plan Map.
2. This zone change is harmonious with most of the surrounding development..
3. The proposed amendment will have an impact on the area, but that is anticipated by the General Plan and Moderate Income Housing Plan.
4. Services are adequate to serve the property.

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and consider residents' comments. Staff would recommend approval of this zone change.



PLANNING & ZONING HURRICANE CITY UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee

File No. 2022-ZC-21

Receipt No. 7-693917

Name: Zachary Forsyth, RFG, LC Telephone: (435) 669-6394
559 S 400 W

Address: 655 W 375 S, Hurricane, UT 84737 Fax No. _____

Email: Zachpharmd@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 115 N 100 E, Hurricane, UT 84737
55 E 100 W, Hurricane, UT 84737

Tax ID of Subject Property: 1994287 Existing Zone District: RM-1
1994295 GC

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) RM-3

To add additional units to property. To allow for more affordable housing
along the SR-9 corridor.

Submittal Requirements: The zone change application shall provide the following:

- ____a. The name and address of every person or company the applicant represents.
- ____b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ____c. All abutting properties showing present zoning classifications.
- ____d. An accurate legal description of the property to be rezoned.
- ____e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ____f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

.....
(Office Use Only)

Date Received: _____ Application Complete: YES ____ NO ____

Date application deemed to be complete: _____ Completion determination made by: _____

Zone Change Application Information 55 E 100 W Hurricane, Utah 84737

Legal Description-

BEG SW COR LOT 1 BLK 3 PLAT B HTS TH E 77 FT; TH N 231 FT; TH W 77 FT; TH S 231 FT TO POB

Parcel Number- H-185

Tax ID- 1994295

RFG LC

115 N 100 E, Hurricane, Utah 84737

H-184

Account Number 1994287

Legal Description- BEG AT SE COR OF LOT 1 BLK 3 PLAT B HTS N 234.25 FT TH W 156.36 FT TH S 234.25 FT TH E 156.36 FT TO POB.

LESS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, PLAT "B", OF HURRICANE TOWN SURVEY AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK NORTH 89°10'14" WEST 102.32 FEET; THENCE NORTH 00°51'19" EAST 73.74 FEET; THENCE SOUTH 89°12'57" EAST 102.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE SOUTH 00°51'19" WEST 73.82 FEET TO SAID SOUTHEAST CORNER AND THE POINT OF BEGINNING.

Warranty Deed Page 1 of 5
 Russell Shirts Washington County Recorder
 01/24/2019 01:03:45 PM Fee \$20.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Zachary Forsyth
 559 S. 400 W.
 Hurricane, UT 84737



SOUTHERN UTAH TITLE
 www.sutitle.com
Doing Good Deeds for Over 60 Years

Order No. 202764 - RLW
 Tax I.D. No. H-185

Space Above This Line for Recorder's Use

WARRANTY DEED

IOTA, LLC Series - 11 (55 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, IOTA, LLC Series - 12 (49 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, and IOTA, LLC Series - 13 (51 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, which also appears of record as IOTA, LLC Series - 11 (55 E 100 N), a Utah series limited liability company, IOTA, LLC Series - 12 (49 E 100 N), a Utah series limited liability company and IOTA, LLC Series - 13 (51 E 100 N), a Utah series limited liability company, which has also been known as IOTA LLC Series-11, 12, 13, a Utah Limited Liability Company, grantor(s), of LaVerkin, County of Washington, State of Utah, hereby CONVEY and WARRANT to

Zachary Forsyth and Sheila Forsyth, Husband and Wife, as Joint Tenants, grantee(s) of Hurricane, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

Beginning at the Southwest Corner of Lot 1, Block 3, Plat "B", HURRICANE TOWNSITE SURVEY; thence East 77.00 feet; thence North 231.00 feet; thence West 77.00 feet; thence South 231.00 feet, to the point of beginning.

See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity

WITNESS the hand(s) of said grantor(s), this 23rd day of January, 2019.

IOTA, LLC Series - 11 (55 E 100 N), a series within IOTA, LLC, a Utah series limited liability company

By: Richard T. Murset
 Richard T. Murset, Manager

By: Carolyn C. Murset
 Carolyn C. Murset, Manager

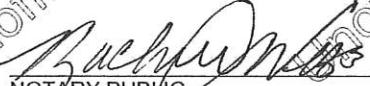
IOTA, LLC Series - 12 (49 E 100 N), a series within IOTA, LLC, a Utah series limited liability company

By: Richard T. Murset
 Richard T. Murset, Manager

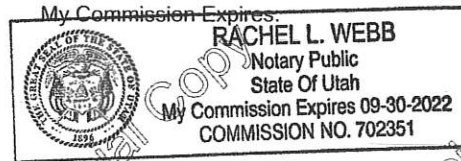
By: Carolyn C. Murset
 Carolyn C. Murset, Manager

STATE OF Utah)
)
) :ss.
COUNTY OF Washington)

On the 23rd day of January, 2019, personally appeared before me, Richard T. Murset, who being by me duly sworn, did say that he/she is the Manager and Carolyn C. Murset, who being by me duly sworn, did say that he/she is the Manager of IOTA, LLC Series - 13 (51 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, and that said instrument was signed by them in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Richard T. Murset and Carolyn C. Murset acknowledged to me that said limited liability company executed the same.


NOTARY PUBLIC

My Commission Expires



NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

- N1 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- N2 A water right often has one or more applications on file with the Utah Division of Water Rights that affect that water right, such as change applications, extension requests, and non-use applications. These applications should be transferred with the water right. The Grantee should review the water right applications and other documents on file with the Utah Division of Water Rights.
- N3 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If Section A is being completed, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- N4 100% of the water rights listed here are being conveyed to Grantee. A Report of Water Right Conveyance (see N1 above) should be filed on each water right listed here. The Water Rights listed in Section B may not provide sufficient water for all of the historic water uses.
- N5 Less than 100% of the water right listed is being conveyed to Grantee. The exact portion to be conveyed, expressed in terms of the beneficial uses associated with this portion of the water right must be described. This description generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply" [the amount of water allocated to each water right when more than one right is used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ECUS" which are quantified at the rate of 0.028 acre-feet per EAU for full-year use. Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- N6 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to the company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section C of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.
- N7 If culinary water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N8 If outdoor/secondary/irrigation water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N9 If this box is checked, the Grantee should investigate what water IF ANY is available for use on the Grantor's Parcel.
- N10 This space should be used for any other information that the Grantor has which is relevant to water issues associated with the Grantor's Parcel.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at 1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300. Telephone: 801-553-7240 Web Address: www.waterrights.utah.gov

When recorded mail deed and tax notice to:
RFG, L.C.
331 N 2260 W
Hurricane, UT 84737

DOC # 20180007012

Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
02/16/2018 12:00 25 PM Fee \$ 13.00
By RFG L C



Tax I.D. No. H-184

Space Above This Line for Recorder's Use

WARRANTY DEED

Axton Hoyt, grantor(s), of St. George, County of Washington, State of Utah, hereby CONVEY and WARRANT to

RFG, L.C., a Utah Limited Liability Company, grantee(s) of Hurricane, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 13 day of February, 2018.

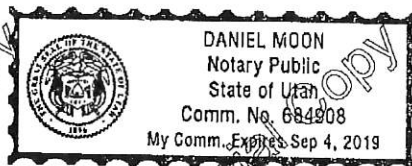

Axton Hoyt

STATE OF Utah

COUNTY OF Washington

:ss.
)

On the 13 day of February, 2018, personally appeared before me, Axton Hoyt, the signer of the within instrument who duly acknowledged to me that he/she executed the same.




NOTARY PUBLIC

My Commission Expires: 9-4-19

HURRICANE TOWN
H-187
58 N 200 E
HURRICANE, UT 84737-1886

HOUSTON ANNETTE S
✓ H-135-A-2-A
140 E 100 N
HURRICANE, UT 84737

WOODBURY CHRIS & KATHERINE K TRS
✓ H-181-A-3
140 N 100 E
HURRICANE, UT 84737

JONES BLAKE
✓ H-180-A-3
161 N 160 E
HURRICANE, UT 84737

THOMPSON CARL W & RENAE L TRS
✓ H-188
299 E 100 N
HURRICANE, UT 84737

BAUGH JONATHAN M
✓ H-147-E
2212 S ARABIAN WAY
WASHINGTON, UT 84780

CLIFF ROSE L C
H-147-D-1
2212 S ARABIAN WAY
WASHINGTON, UT 84780

MEREDITH RUSSELL WILLIAM & NATALIE TRS
✓ H-181-A-2
135 E 100 N
HURRICANE, UT 84737

HINTON DAVID TOLMAN & GERALDINE T
✓ H-190
165 N 100 E
HURRICANE, UT 84737

JARPH LLC - SERIES 1
✓ H-189
55 E 200 N
HURRICANE, UT 84737

SHAW DOUGLAS H & ALANEA TRS
✓ H-186-B-1
870 W CIMARRON DR
WASHINGTON, UT 84780

BARLOW CALEM
✓ H-184-B
1647 S ASH CREEK DR
TOQUERVILLE, UT 84774-5052

HERITAGE RENTALS LLC
✓ H-145-A-1
1406 S 700 W
HURRICANE, UT 84737

SUWYN THOMAS MICAH & APRIL
✓ H-182-A-1-B
181 N 160 E
HURRICANE, UT 84737-1819

WARD JASON & MIRANDA
✓ H-147-C
87 N 100 E
HURRICANE, UT 84737

SHAW DOUGLAS H & ALANEA TRS
✓ H-186-B-1
870 W CIMARRON DR
WASHINGTON, UT 84780

COX D WADE & REBECCA L
✓ H-182-A-1-A
PO BOX 636
WASHINGTON, UT 84780

HERITAGE RENTALS LLC
✓ H-146-B
1406 S 700 W
HURRICANE, UT 84737

BRYNER WALLACE F
✓ H-180-A-4
175 N 160 E
HURRICANE, UT 84737

STOUT HOME CENTER INC
✓ H-138-C
1406 S 700 W
HURRICANE, UT 84737

FORSYTH ZACHARY & SHELLA
H-185
559 S 400 W
HURRICANE, UT 84737

BENCH MEGHAN P
✓ H-180-A-1-A-3-B
162 N 100 E
HURRICANE, UT 84737

CRANDALL KATHY A TR
✓ H-147-B
307 S 200 W
HURRICANE, UT 84737

METCALF KENNETH R
✓ H-186-A
288 W SAINT GEORGE BLVD
SAINT GEORGE, UT 84770-3350

LANGSTON GRANT ALBERT & LYSLE
✓ H-181-A-1
110 N 100 E
HURRICANE, UT 84737

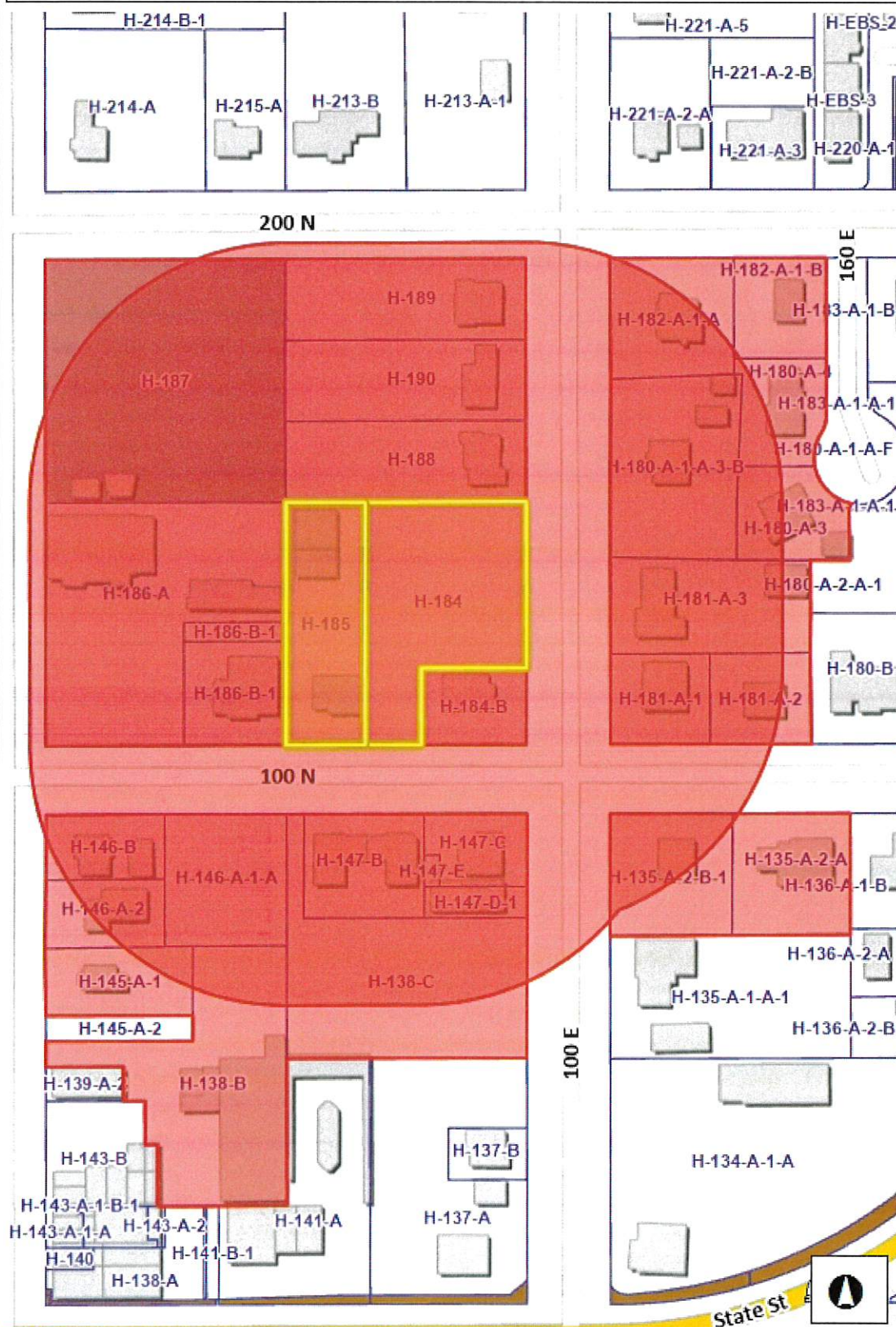
STOUT HOME CENTER INC
✓ H-138-B
1406 S 700 W
HURRICANE, UT 84737

BECAUSE ANIMALS MATTER
✓ H-146-A-2
PO BOX 213
HURRICANE, UT 84737-0213

RFG LC
H-184
331 N 2260 W
HURRICANE, UT 84737

STOUT DENNIS D & SANDRA L
✓ H-135-A-2-B-1
86 N 100 E
HURRICANE, UT 84737-1888

BRUCE ELECTRIC CONTRACTORS INC
✓ H-146-A-1-A
137 E 480 N # 14-4
HURRICANE, UT 84737-1898



Legend

- Parcels**

Ownership

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

Notes

376.2	0	188.08	376.2Feet
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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

Ordinance 2022-24: Consideration and possible approval on a **Zone Change Amendment request located at 825 S 400 W from RA-1**, residential agriculture, to R1-15, residential one unit per 15,000 square feet, for a residential development. Parcel number H-3-2-3-1225. Ferel Campbell Applicant. Jilyn Nelson Agent

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-ZC-18 Lone Pine
2. Ordinance 2022-24 Lone Pine Zone Change
3. 2022-ZC-18 Lone Pine
4. Zoning change

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: \$500.00

For Office Use Only:

File No. 2022-2C-18

Receipt No. 7.693825

Name: Ferel Campbell / Jilly Nelson Telephone: 435-668-8019

Address: 332 W. 400 S. Hurricane, UT. Fax No. _____

Agent (If Applicable): _____ Telephone: _____

Email: jillynnelson12@gmail.com Agent Email: _____

Address/Location of Subject Property: 400 W. 825 S. Hurricane

Tax ID of Subject Property: H-3-2-1225-DC Existing Zone District: 1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)
Divide 1 acre lots down to 1/4 - 1/3 acre

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents;
- ☒ b. An accurate property map showing the existing and proposed zoning classifications;
- ☒ c. All abutting properties showing present zoning classifications;
- ☒ d. An accurate legal description of the property to be rezoned;
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☒ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the City's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

STATE OF UTAH)
COUNTY OF Washington) :SS

Fred L. Campbell
(Property Owner)

Benny Campbell
(Property Owner)

Subscribed and sworn to me this 22nd day of April 2022.

Sophia Daley
(Notary Public)

Residing in: Hurricane, UT.

My Commission Expires: 10/27/24



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

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20_____

(Notary Public)

Residing in: _____

My Commission Expires: _____

When Recorded Mail To:
Ferel L. Campbell
332 W. 400 S.
Hurricane, Utah 84737
Reference No. H-3-2-3-1225-DC

DOC # 20130045014

Warranty Deed Page 1 of 1
Russell Shirts Washington County Recorder
12/06/2013 03:50:59 PM Fee \$ 10.00
By CAMPBELL FEREL L.



Warranty Deed

RUTH N. REEVE, TRUSTEE OF THE LEO AND RUTH REEVE FAMILY TRUST, Dated
October 30, 1991

of Hurricane County of Washington, State of Utah,
hereby

CONVEYS and WARRANTS, to Ferel L. Campbell and Beverly H. Campbell, husband & wife,
as joint tenants with full rights of survivorship and not as tenants in common,

of 332 W 400 S. Hurricane, Utah 84737 for the sum of

TEN DOLLARS, and other valuable consideration
the following described property in Washington County, State of Utah

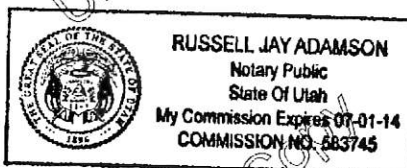
A parcel of land in Section 3, Township 42 South, Range 13, West, Salt Lake Base and Meridian,
described as follows:

ALL of Lot Twenty (20), Block Eight (8), HURRICANE FIELD SURVEY, as recorded in
the Official Plat thereof, on file in the Office of the Recorder of Washington County,
State of Utah.

WITNESS, the hands of said grantor, this 26 day of November, A.D. 2013

Ruth N. Reeve
Ruth N. Reeve, Trustee

STATE OF UTAH }
County of Washington } SS.



On this 26th day of November, A.D. 2013 personally appeared before me,
Ruth N. Reeve, Trustee of the Leo and Ruth Reeve Family Trust, dated October 30, 1991,
the signers of the within instrument, who duly acknowledged to me that she executed the same.

Russell Jay Adamson
Notary Public

My Commission expires 07/01/2014
My residence is Hurricane, Utah

Property Tax Information

At this point, the information below is current. All property tax payments and adjustments have been posted to their respective accounts.

Amounts Valid Through: April 22, 2022

Original Tax	Year	Tax Due	Penalty Due	Interest Due	Fees Due	Total Due
\$40.25	2009	0.00	0.00	0.00	0.00	0.00
\$49.14	2010	0.00	0.00	0.00	0.00	0.00
\$48.88	2011	0.00	0.00	0.00	0.00	0.00
\$48.85	2012	0.00	0.00	0.00	0.00	0.00
\$46.43	2013	0.00	0.00	0.00	0.00	0.00
\$40.90	2014	0.00	0.00	0.00	0.00	0.00
\$40.24	2015	0.00	0.00	0.00	0.00	0.00
\$39.56	2016	0.00	0.00	0.00	0.00	0.00
\$39.10	2017	0.00	0.00	0.00	0.00	0.00
\$35.88	2018	0.00	0.00	0.00	0.00	0.00
\$30.17	2019	0.00	0.00	0.00	0.00	0.00
\$28.48	2020	0.00	0.00	0.00	0.00	0.00
\$26.81	2021	0.00	0.00	0.00	0.00	0.00

Primary Owner: **CAMPBELL FEREL L & BEVERLY**

Account Number: **165798**

Serial Number: **H-3-2-3-1225**

Mailing Address: **332 W 400 S, HURRICANE, UT 84737**

Account Balance Paid

- [Click here to Pay Taxes](#)
- [To search property records for this account, click here.](#)

HENDERSON JOHN & LISA

H-3-2-3-1321
802 S 400 W
HURRICANE, UT 84737

X

REEVE REED J & PAMELA P TRS

H-3-2-3-1230
885 S 400 W
HURRICANE, UT 84737

X

MAAG FAMILY LLC

H-3-2-3-1215
832 S 180 W
HURRICANE, UT 84737

X

SMITH RODNEY & SHARI

H-3-2-3-1228
869 S 400 W # 151-4
HURRICANE, UT 84737-2310

X

POULTON JONATHAN BRAD & MEGAN

H-3-2-3-12223
880 S 180 W
HURRICANE, UT 84737

X

REEVE RONALD L & KRISTINE G TRS

H-3-2-3-1229
725 S 400 W
HURRICANE, UT 84737

X

REEVE RONALD L & KRISTINE G TRS

H-3-2-3-1224
725 S 400 W
HURRICANE, UT 84737

X

STRATTON TRACEY L & LISA M TRS

H-3-2-3-211212
850 S 180 W
HURRICANE, UT 84737

X

MANWARING BRIAN LEE TR, ET AL

H-3-2-3-1329
PO BOX 902
SALEM, UT 84653

X

CAMPBELL FEREL L & BEVERLY

H-3-2-3-1225
332 W 400 S
HURRICANE, UT 84737

STOUT SHELDON & SARA ANNE

H-HAV-4-A
245 W 725 S
HURRICANE, UT 84737

X

HURRICANE'S EMERALD L C

H-3-2-3-1318
676 S 400 W
HURRICANE, UT 84737

X

MAAG PAUL B & ELLA S TRS

H-3-2-3-1221
804 S 180 W # 116-7
HURRICANE, UT 84737-2319

X

BALLARD DALE D & MARALEE G

H-3-2-3-1322
824 S 400 W # 151-2
HURRICANE, UT 84737-2309

X

SCHOLZEN JEREMY J & LAURIE K TRS

H-3-2-3-1332
870 S 400 W
HURRICANE, UT 84737

X

BUCKNER LANE A & MICHELLE

H-3-2-3-1323
846 S 400 W
HURRICANE, UT 84737-2309

HURRICANE CITY

H-3-2-3-1324
147 N 870 W
HURRICANE, UT 84737-1671

X

BUIST TONY D & HELEN TRS, ET AL

H-3-2-3-1226
239 S MAIN ST
HURRICANE, UT 84737

X

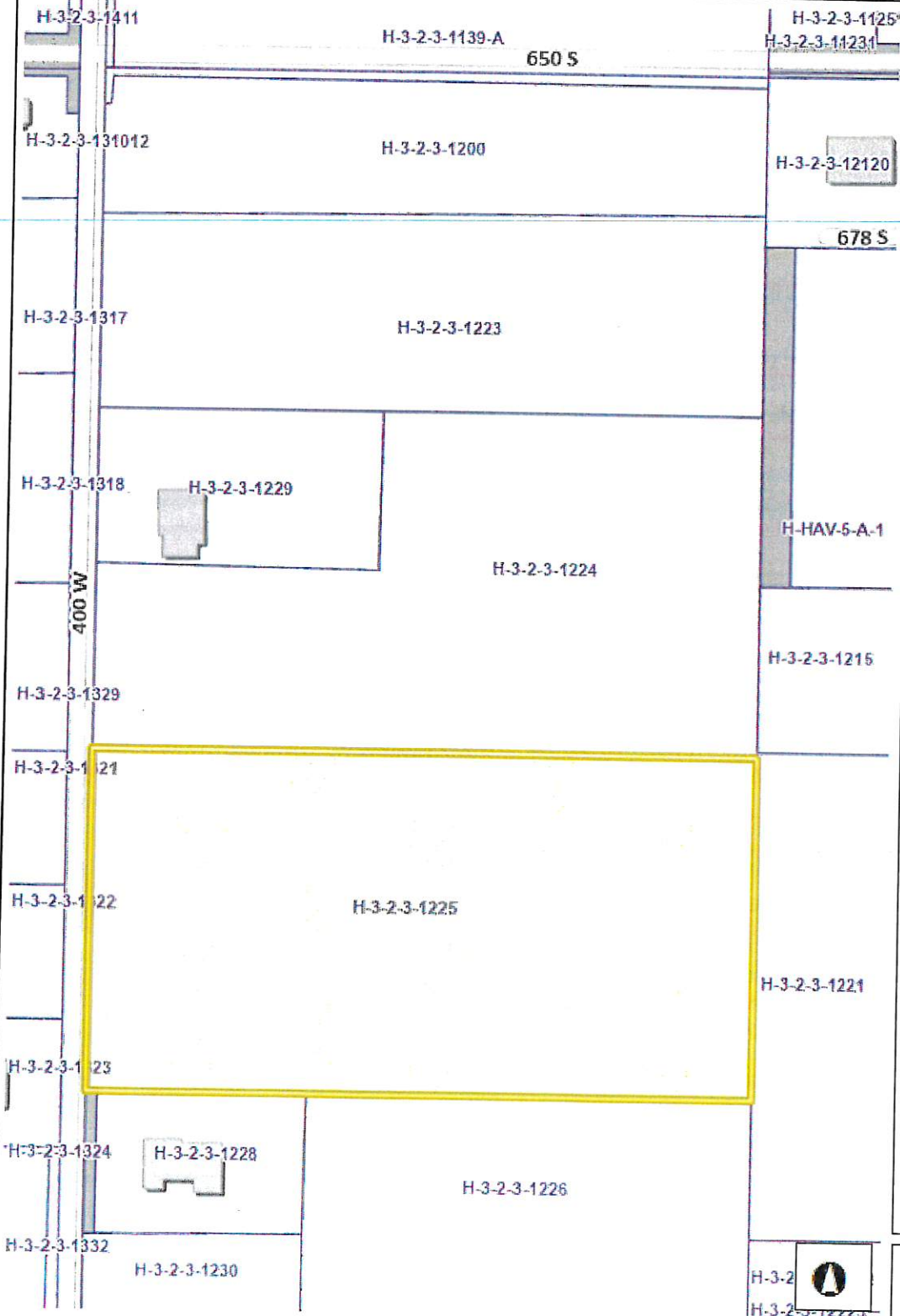
STRATTON CASEY C & KELSEY

H-HAV-5-A-1
1052 S 50 W
HURRICANE, UT 84737

X



Lone Pine Subdivision Zone Change



Legend

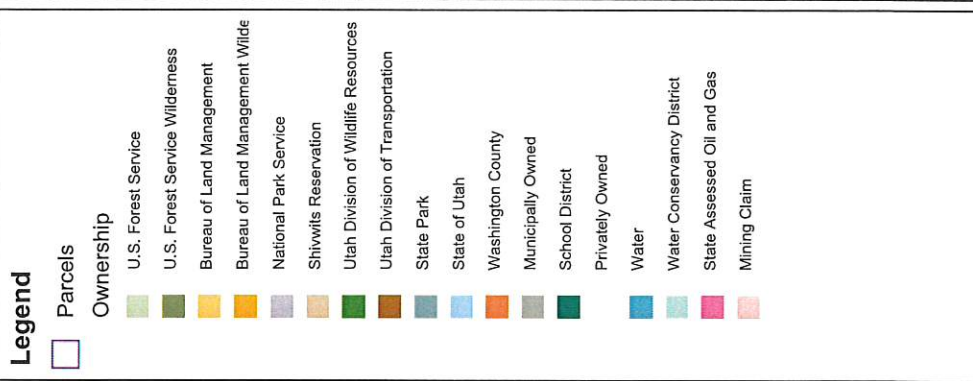
- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wild
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington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

376.2 0 188.08 376.2 Feet

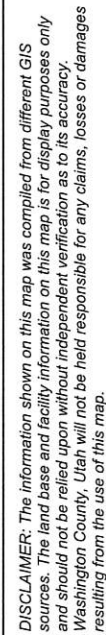
WGS_1984_Web_Mercator_Auxiliary_Sphere

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.

Notes



Notes



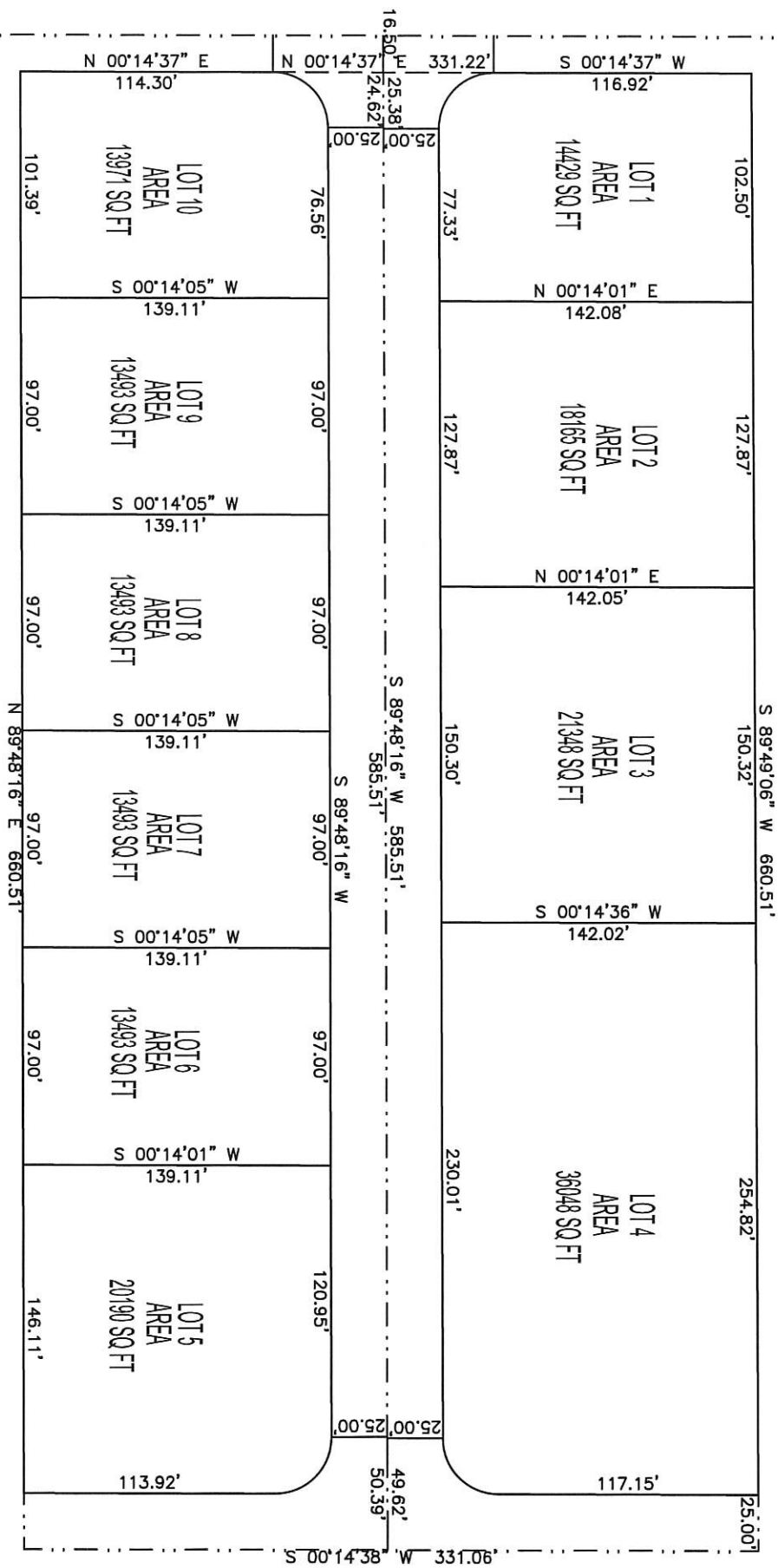
752.3 Feet

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O.

752.3

WGS 1984 Web Mercator Auxiliary Sphere



ORDINANCE NO 2022-24

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3-2-1225-DC FROM RA-1 TO R1-15

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

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the property is located in the vicinity of parks, schools, utilities, churches, and other public amenities; and

WHEREAS, the proposed zone change will have a minimal impact on the surrounding development.

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

1. The proposed zone change for H-3-2-1225-DC from RA-1 to R1-15 is approved.

PASSED AND APPROVED on this 19th day of May 2022.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder



STAFF COMMENTS

Agenda Date:	5/19/2022
Application Number:	2022-ZC-18
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Ferel Campbell
Agent:	Jilyn Nelson
Request:	A Zone Change from RA-1 to R1-15
Location:	400 W 825 S
Zoning:	RA-1
General Plan Map:	Single Family

Planning Commission Recommendation

The Planning Commission recommended denying the application based on the application not being harmonious with the surrounding development. The recommendation was a three to two vote.

Discussion:

The applicant is seeking a zone change from RA-1 to R1-15 to allow for the building of ten new homes. This property is located along 400 W. A site plan was submitted as part of the application but as this is not a PDO request the site plan will not be binding and should be viewed as conceptual. .

	Zoning	Adjacent Land Use
North	RA-1, R1-10	Single Family Homes
East	RA-1, PF	Single Family Homes, elementary school
South	RA-1, RA-0.5	Single Family Homes
West	RA-1, R1-10	Single Family Homes, some agriculture



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*
4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: The General Plan Map shows this area as a Single Family. The 2021 General Plan defines Single Family as follows:

These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

This proposed zone change does comply with the General Plan Map. This area is also close to parks, schools, and churches.

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

Response: The proposed zone change will allow for single family homes to be built on larger lots. This is harmonious with the surrounding development. The applicant's request is for the largest single family zoning outside of the agriculture and residential agricultures zones.

3. Will the proposed amendment affect the adjacent property?

Response: Yes but it is well within the densities approved by the General Plan for the area. R1-15 zoning would allow for up to 15 units on the property, but the applicant's concept only proposes 10 at this time.

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

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

JUC Comments:

1. **Power:** Overhead powerline exists on the east side of 400 W. This line may need to be upgraded depending on loads in the subdivision. Bring designs to the power department before submitting to JUC.
2. **Sewer:** No issue with zone change. Sewer is available in 400 W.
3. **Streets:** No issues
4. **Water:** Need to put water line in correct location and replace and install irrigation
5. **Engineering:** 400 W and Future 300 W are 60' minor collectors on the master plan and will need dedication and improvement. Development plan should include connectivity to the north, south, and east
6. **Fire:** Fire code analysis needed
7. **Cable/Phone/Gas/WCWD:** Good

Staff Comments:

1. There is a 60'' master planned roadway (Future 300 W) that needs to be dedicated on the property. This is shown on the proposed site plan.
2. The road going through the property can be a 45'' roadway
3. Planning staff do not believe connections to the north and south will be necessary as long as the master planned roads on the property are developed.

Findings:

Staff makes the following findings:

1. The application meets the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is large lot single family homes
3. The proposed amendment will impact the area, but the limited number of units would mitigate the impact.
4. Services are adequate to serve the area and proposed project.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. Staff recommends approval of the proposed zone change.

From: Lynn Dyer <slp1974@att.net>
Sent: Wednesday, May 11, 2022 5:01 PM
To: Public Comment
Cc: Dee
Subject: Zoning change

Dear Hurricane Zoning Committee Members:

We own a home at the end of the cul da sac of W 650 S in Hurricane. Our home was built in 2013 as were many of the houses on our street. It is with great sadness that we read the proposed changes to our rural area of this dear city. We are urging you to reconsider the suburbia type zoning that this proposal would enact. The charm of this area is that nature's wide open spaces are preserved for the enjoyment of all the scenery buffs as well as the residents that have invested their money in homes that are located in open spaces where the idea of suburb type neighborhoods were not envisioned. After we all chose this area for its natural uncrowded beauty we receive a letter stating it has been drawn up and scheduled for a vote. Perhaps the idea of green spaces could be rethought so our area would not be so drastically replanned showing houses closely surrounding us on all sides. Its such a shock to see what is possibly happening to our neighborhood. Please reconsider the impact these

Mira Rosa houses surrounding us will have on our properties. Those buyers will buy their land and know they will not have their property and views change but here we are thinking we had a secure investment and location and now it's all being changed into subdivisions. Help us, please by rethinking the impact all these redistricting decisions are having on the beauty and tranquility of this area.

Most sincerely,
Dee and Lynn Dyer



STAFF COMMENTS

Ordinance 2022-25: Consideration and possible approval on a **Zone Change Amendment request located at 1200 west and 4600 south from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre.** Parcel number H-3403-K. Joshua Coen Applicant. Clark Spilker and Pope Engineering Agent.

Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-ZC-19 Coen
2. 2022-ZC-19 Map
3. 2022-ZC-19 App
4. Please do not approve zone request 1200W 4600S, Hurricane 14 acres in May 12, 22 meeting
5. Re request for higher density housing-
6. Rezone H3403-k
7. Deny Zone Change Amendment Request
8. Fw NO TO ZONE CHANGE AT GMSR SOUTH PROPERTY
9. Planning Commision Zone Change Request Concern H-3403-K
10. 2022-ZC-19 Zone change for H-3403-K
11. Ordinance 2022-25 Coen Zone Change 2



STAFF COMMENTS

Agenda Date:	05/19/2022
Application Number:	2022-ZC-19
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Joshua Coen
Agent:	Clark Spilker and Poppe Engineering
Request:	A Zone Change from RA-1 to RA-0.5
Location:	1200 W 4600 S
Zoning:	RA-1
General Plan Map:	Rural Residential

Planning Commission Recommendation

The Planning Commission recommended denying the attached zone change because it is not harmonious with the surrounding development and that services are not adequate to serve the property.

Discussion:

This property is located at the end of the currently unimproved 4620 S south of the Sky Ranch development. The applicant is proposing a zone change from RA-1 to RA-0.5. The applicant applied for a zone change to R1-15 earlier this year but it was denied with the motion listed below. The applicant will need to file a preliminary plat at some later point in the development process.

Joseph Prete motioned to deny the Zone Change Amendment request located at 1200 W 4600 S from RA-1, residential agriculture 1 unit per acre, to R1-15, residential one unit per 15,000 square feet. Parcel number H-3403 because it is not compatible with the current General Plan map, the proposed change is not in harmony with the overall character of the proposed surrounding development, the proposed amendment does not have adequate services and the Planning Commission gave a unanimous negative recommendation. Doug Heideman second the motion. Motion carried unanimously.

-From the City Council Minutes dated March 3, 2022 regarding this property being rezoned to R1-15.

	Zoning	Adjacent Land Use
North	RA-1, Unincorporated	Undeveloped property, Sky Ranch development
East	RA-1	Undeveloped property
South	RA-1, R1-10 PDO	Future Solaroca development
West	RA-1, Unincorporated	Sky Ranch development

[A link to the zoning map can be found here.](#)

Staff Comments

1. RA-0.5 zoning will allow for about 22 units max. From discussions with the applicant it is not believed by staff or the applicant that 22 units could fit on the property due to the shape of the lot.
2. Parcel H-3403-E-2 is a flag lot and the house is to the west of the property. Some negotiations with the property owner may be required for access
3. At the previous public hearing some concern was brought up about development so close to the Sky Ranch airport. This airport is not within city limits and, unlike the Hurricane City airport, is not protected by a runway protection zone in city code. Staff is concerned preventing development in the area to protect an airport outside of city limits without a broader policy may constitute an illicit taking and could open the city up to legal action from property owners. The City is currently working with the County and Sky Ranch HOA to help resolve some of the concerns.

Zone Change Factors:

When considering a zone change the Planning Commission must consider the following:
As per Hurricane City Code 10-7-7:

Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*
4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: The General Plan maps this area as Rural Residential which it defines as:

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

This area was envisioned as a transition zone between denser neighborhoods to the north and the BLM land to the south. The maximum density in this zoning is 1.6 units per acre. Solaroca, the development to the south, has a density of 2.5 units per acre.

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

Response: Most of the area is currently undeveloped, except for Sky Ranch to the north. The densities proposed by this zone change match some of the densities within the Sky Ranch development. Almost the entirety of the surrounding property has received zone changes to similar or more dense zoning and is planned to be similar developments.

3. Will the proposed amendment affect the adjacent property?

Response: Yes. Although at a lesser scale than the surrounding already approved development

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

Response: Public facilities and services are currently inadequate for the project. The JUC had no issues with the zone change as long as the applicant was willing to wait for utilities to reach the property. Ash Creek Sewer District, Hurricane City Water, and Hurricane City Power have plans to reach utilities to the area in question within the next few years. The change from R1-15 to RA-0.5 does limit the needs for utilities somewhat, but does not resolve the overall concern. The City Council has been hesitant and has denied a couple of zone change request over the past few months in areas where utilities are not available.

10-37-4: ADEQUATE PUBLIC FACILITIES:

Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The city may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The city may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the city installs improvements calculated to raise service levels to the standard adopted by the City. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

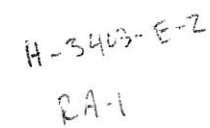
Findings:

Staff makes the following findings:

1. The proposed zone change does meet General Plan standards
2. The proposed zone change is generally harmonious with the approved surrounding development
3. The proposed amendment will have an impact on the area, but development is anticipated for the area.

4. The services are not currently adequate but are planned to be as other developments in the area are built out.

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and consider residents' comments. The change in request from the applicant does resolve two of the issues cited within the City Council's motion to deny the previously requested zone change, namely compliance with the general plan and being more harmonious with the surrounding property. However, the area is still very limited in utilities and other needed infrastructure.



N 0° 07' 51" E 610 34°

N 89°51'16" W 999.33'

H-3403-E-3
CURRENT ZONE RA-1

H-3403-K
CURRENT ZONE RA-1

H-3403-C-2
CURRENT ZONE RA-1

H-3403-E-2
CURRENT ZONE RA-1

1200 WEST STREET
EXISTING PUBLIC ROAD

3403-C-5-HV
CURRENT ZONE RA-1

4620 SOUTH STREET
EXISTING PUBLIC ROAD

H-3403-D-1
CURRENT ZONE RA-1

H-3403-U
CURRENT ZONE R1-10

[illegible]

LRP

1540 EAST 106 SOUTH SUITE 15-6
ST. GEORGE, UTAH 84770
PHONE (801) 225-1005
FAX (801) 225-1018
(800) 331-9991

L. R. POPE ENGINEERING INC.
STRUCTURAL ENGINEERS, CIVIL ENGINEERS & SURVEYORS

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT WAS DECLASSIFIED ON 05-11-2001 BY 60322 UCBAW/STP/STP. FOR MORE INFORMATION CONTACT THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND 20740-6001 OR (301) 837-1100.

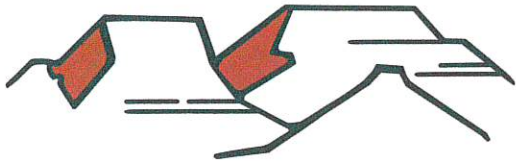
COEN HURRICANE PROPERTY RESIDENTIAL DEVELOPMENT

ZONING PLAN

ZONING PLAN
LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SLB&M

DESIGN BY	RRP
DATE	JAN 2022
FILE NAME	COEN PROP

24" x 36"
SCALE 1" = 60
12" x 18"
SCALE 1" = 120
SHEET NUMBER
1 OF 1



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee
File No. 2622-ZC-19
Receipt No. 87.693907

Name: JOSHUA COEN Telephone: 602-614-2422

Address: 2018 WESTCLIFF DRIVE, ST GEORGE UTAH Fax No. _____

Email: JCOEN@ZIONSOLARPROS.COM Agent Email: ROBBIE@LRPOPE.COM AND CLARK@SPILKERHOMES.COM

Agent (If Applicable): POPE ENGINEERING AND CLARK SPILKER Telephone: 435-669-2568 AND 435-668-0262

Address/Location of Subject Property: 1200 WEST 4600 SOUTH HURRICANE UTAH; ADJACENT TO SKYRANCH

Tax ID of Subject Property: H-3403-K Existing Zone District: RA-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) THE OWNER IS SEEKING A ZONE CHANGE FROM RA-1 TO RA-0.5. THE PARCEL IS SHAPED SUCH THAT 1 ACRE LOTS ARE NOT FEASIBLE WITH A DEAD-END CUL-DE-SAC; HALF ACRES LOTS ARE IN THE AREA AND PROVIDE A BETTER DESIGN AND LAYOUT

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents.
- ☒ b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ☒ c. All abutting properties showing present zoning classifications.
- ☒ d. An accurate legal description of the property to be rezoned.
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☒ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____

LOWE LAND 280 LLC
H-3403-U
1038 E 760 N
OREM, UT 84097

HEVELONE JOHANNA L TR
H-3403-E-2
1301 W 4620 S
HURRICANE, UT 84737

JACOBSEN J DOUGLAS
H-3403-C-2
4693 MADISON AVE
OGDEN, UT 84403-3007

ABANDONATO MARCEL JOSEPH & JENNIFER T
H-3403-D-1
1693 HONORS CIR
CORONA, CA 92883

COEN JOSHUA
H-3403-K
2018 WESTCLIFF DR
SAINT GEORGE, UT 84790

FIRST TITLE OF UTAH INC
H-3403-C-1
PO BOX 3159
COLORADO CITY, AZ 86021-3159

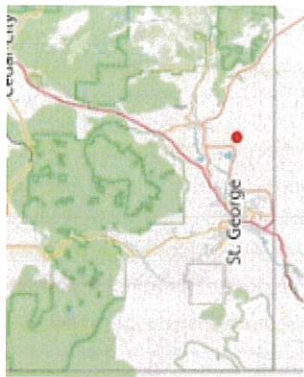
FERNWOOD LLC, ET AL
3403-C-5-HV
476 W HERITAGE PARK BLVD # 200
LAYTON, UT 84041

QUALITY AUTO SALES LLC 401K PROFIT SHARI
H-3403-E-1
5376 W 3160 S
HURRICANE, UT 84737

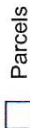
FOISY STEVE E, ET AL
H-3403-E-3
2105 S BALBOA WAY # 8
SAINT GEORGE, UT 84770



Coen Zone Change



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

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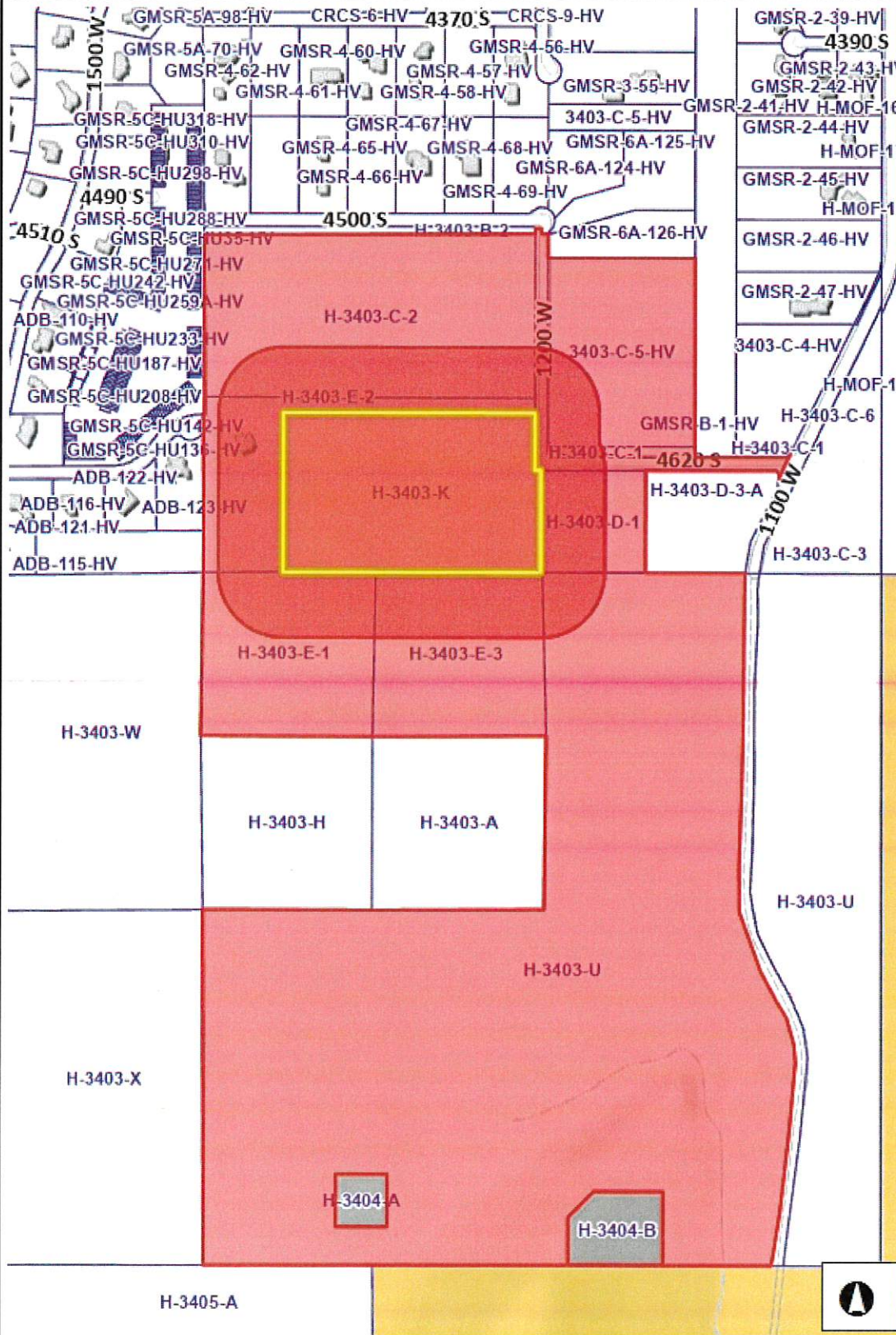
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Mailing List



Legend

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

Notes

From: Ronda Flanagan <rondaflanagan@yahoo.com>
Sent: Tuesday, May 10, 2022 5:56 PM
To: Public Comment; Stephen Nelson; Fred Resch; Brienna Spencer
Subject: Please do not approve zone request 1200W 4600S, Hurricane 14 acres in May 12, 22 meeting

May 9, 2022

For Planning Commission Meeting on May 12 , 2022

Dear Stephen Nelson and Planning Commission and all whom it may concern,

This is regarding a new zone request at 1200W 4600S property H-3403-K regarding development of 14 acres south of Sky Ranch in Hurricane from RA-1 to half acre lots to be discussed at the planning commission meeting on May 12, 2022.

We are requesting that you deny this new zone request at 1200W 4600S for this new 14 acres of half acres and **keep it RA-1 only**. For the same reason you denied the previous zone change request in February of this year. These 14 acres are close to our community and **definitely does not** work for smaller lots with more homes on it. You have already approved 280 acres with high density to the south of us and these 14 acres do not need to be anything but RA-1 since these 14 acres are so close to Sky Ranch and Adobe Hills. Please take into consideration our beautiful communities and what you are doing by letting all this high-density housing go on around us.

We all moved to Sky Ranch and other close communities for the large lots, open country feel, and beautiful views which are under attack by all this high-density housing you are approving. This has always been the general plan. Why did you approve high density in this area? Please do not approve this new zone request for half acre lots.

We still hope and pray somehow that when Solaroca submits its plat map and such that you have them keep the acres near our communities RA-1. The planning commission and the city council last year really let down Sky Ranch, Adobe Hills, Cliff Dwellers and Moccasin Flats communities by approving the 280 acres and high-density housing which we understand includes vacation rentals which should not be allowed either! Had any of us known that this was being proposed we would have been at the meetings to stand up against this. We understand that landowners have their rights to build and develop but this area should be kept RA-1 period.

Higher density to this area brings safety issues for our runway and taxiways and more possible crime and with the 3 large commercial Short-Term Rentals in this area that brings so many speeding cars and trespassing issues and unruly behavior make it hard

for us to enjoy our own homes and outside areas of our homes. Please do not approve any more STR's in this area.

So, again, please do not approve the 14 acres at 1200W 4600S for anything other than RA-1 which has been the original general plan. Maybe you all should come out here to see what you're doing out here by approving high density housing and STR's in this area. You are taking away all the beauty out here, it's very sad.

Thank you for your time and understanding,

John and Ronda Flanagan

Sky Ranch residents

Ronda Flanagan
310-938-8601 Cell
rondaflanagan@yahoo.com

From: Bruce Wettstein <simicrintz@yahoo.com>
Sent: Monday, May 9, 2022 6:55 PM
To: Public Comment
Subject: Re: request for higher density housing-

Dear City of Hurricane-

We respectfully request denial of the higher density application to rezone H-3403-K for several reasons, including but not limited to the following:

1. Loss of available forced landing area. The subject area falls beneath the runway 17 departure traffic pattern. If an aircraft taking off to the South on runway 17 has a problem and has to perform a forced landing, the increased housing density severely limits options available to that aircraft and increases the danger to people on the ground and to the aircraft occupants.
2. Increased traffic on local streets.
3. Increased incidents of trespass on our runway and taxiways.
4. The utilities are not available to service the requested density.
5. Additional Short Term Rentals in the area take away existing residents peaceful enjoyment of their property.
6. Does not blend well with the existing properties which are mostly 1 acre to 10 acre homesites.
7. Loss of the dark skies character of the existing area.

Thank you very much for your consideration.

Bruce Wettstein
760.535.8411

From: Jamie Deeds <jamiedeeds5@gmail.com>
Sent: Thursday, May 12, 2022 12:04 PM
To: Public Comment
Subject: Rezone H3403-k

Dear County Commissioners,

The rezoning issue of this particular plot of land seems to be a nuisance that won't go away. I thought you made yourselves clear at the meeting when you stated that you would be sticking to your master plan. I hope that you will once again let the developer know that you have a master plan in place and that if they want to build, then they need to follow the plan, not change it. I appreciate all that you do and am amazed that you can get so much accomplished when you are forced to keep going over issues such as this that have already been addressed. For the numerous reasons that the neighborhoods surrounding this area have already presented, please don't waste anymore time and energy on considering rezoning this lot.

Respectfully,

Jamie Deeds

Grassy Meadows Sky Ranch resident

Sent from my iPad

From: Rebecca Kaatz <rskaatz@gmail.com>
Sent: Monday, May 9, 2022 6:57 PM
To: Public Comment
Subject: Deny Zone Change Amendment Request

2. A Zone Change Amendment request located at 1200 west and 4600 south from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre. Parcel number H-3403-K

We are writing to urge you to again deny a zone change request for this parcel. This parcel consists of approximately fourteen acres and the proposed density is not consistent with the neighboring homes. We have grave concerns regarding the increased traffic and noise. The existing communities on the south end of 1100 and 1200 West are dark sky communities. We are deeply concerned about light pollution. We cannot imagine that adequate utilities are currently available to serve this new area and urge you to take a more measured approach to growth.

Thank you for your consideration.

David and Rebecca Kaatz
4276 S 1100 W
Hurricane, UT 84737

Sent from my iPhone

From: Energy Services LLC <energyservicesllc@msn.com>
Sent: Monday, May 9, 2022 5:03 PM
To: Public Comment
Subject: Fw: NO TO ZONE CHANGE AT GMSR SOUTH PROPERTY

Subject: NO TO ZONE CHANGE AT GMSR SOUTH PROPERTY

We do not want the higher density for several reasons including but not limited to the following reasons.

1. Loss of available forced landing area. The subject area falls beneath the runway 17 departure traffic pattern. If an aircraft taking off to the South on runway 17 has a problem and has to perform a forced landing, the increased housing density severely limits options available to that aircraft and increases the danger to people on the ground and to the aircraft occupants.
2. Increased traffic on local streets.
3. Increased incidents of trespass on our runway and taxiways.
4. The utilities are not available to service the requested density.
5. Additional Short Term Rentals in the area take away existing residents peaceful enjoyment of their property.
6. Does not blend well with the existing properties which are mostly 1 acre to 10 acre homesites.
7. Loss of the dark skies character of the existing area.

Gary and Janet Smith
Sky Ranch Residents

From: Martha Honey <marthahoneycrawford@gmail.com>
Sent: Monday, May 2, 2022 7:31 PM
To: Public Comment
Subject: Planning Commision Zone Change Request Concern H-3403-K

I saw the notice for the following zone change request. My understanding from attending the council meeting was that a zone change was denied for this parcel H-3403-K, and that they could not re-apply for a zone change for another year. If it is legal to re-apply, I oppose this zone change. The surrounding area is all RA-1 or greater. It does not fit with the general plan.

Also, with the possibility of annexation in the near future of a significant amount of property in this vicinity, I request that any and all zoning change requests in this vicinity, both in the City of Hurricane and in Washington County, get deferred until an annexation agreement is reached.

Martha Honey

4145 S 1200 W

Grassy Meadows at Sky Ranch

Notice Date & Time: 5/12/22 6:00 PM

2. *A Zone Change Amendment request located at 1200 west and 4600 south from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre. Parcel number H-3403-K.*

From: Mike Salzman <gmsrtrustee.msalzman@yahoo.com>
Sent: Wednesday, May 11, 2022 3:09 PM
To: Public Comment
Subject: 2022-ZC-19 Zone change for H-3403-K

Dear Planning Commission,

I am writing to encourage a recommendation of denial of the requested zone change on May 12, 2022 of parcel H-3403-K from RA-1 to RA-0.5. (2022-ZC-19).

1. The increased density will reduce the safety for people on the ground and the aircraft departing the Sky Ranch Airport. It underlies the aircraft traffic pattern for departing aircraft from runway 17 to the South. If there should be a problem with the airplane, there will be fewer options for the emergency landing of the airplane.
2. The utilities are not available to allow this density change.
3. The new density is NOT harmonious with the existing properties in the area. Most are 2 acres to the North, there is a 6 acre parcel with a home on it to the West, Sky Ranch properties are 1 acre up to 3 acres.
4. It will negatively affect the existing homes in the area. The increased density will bring in more traffic on 1100W, and an increased incidence of unauthorized people and vehicles on the Sky Ranch Airport Runway. A very dangerous situation.
5. It will change the rural feel of the area.

I urge you to deny the zone change.

Thank you,
Mike Salzman
GMSRLA, President

ORDINANCE NO 2022-25

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCELS H-3403-K FROM RA-1 TO RA-0.5

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

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

1. The proposed Zone Change for Parcel H-3403-K from RA-1 to RA-0.5 is hereby approved

PASSED AND APPROVED on this 19th day of May 2022.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder



STAFF COMMENTS

Ordinance 2022-28: Consideration and possible approval on a **Zone Change and Development Agreement Amendment PDO update located on the old Colina Tinta project to remove the approved golf course and add more public open space.** Parcel number H-3-2-4-214. WPP Hurricane Land LLC Applicant. Austin Overman Agent

Discussion:

Findings:

Recommendation:

Attachments:

1. Ordinance 2022-28 Black Ridge PDO Update
2. 2022-ZC-22 Black Ridge
3. 2022-ZC-22 Black Ridge
4. BLACK RIDGE MP 2022.04.08
5. ColinaTinta Pre Site Plan
6. Collina Tinta Development Agreement
7. Copy of Land Use New vs. Old
8. Master Development Agreement 5th Amendment

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE
REZONE, SITE PLAN, AND DEVELOPMENT AGREEMENT UPDATE FOR
PARCELS H-3-2-4-44021, H-3-2-4-146, H-3-2-4-147 AND OTHER ASSOICATED
PARCELS**

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

WHEREAS, the proposed amendment is generally compatible with the current General Plan's map for future use; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment has a reasonable plan to supply adequate services to the property; and

WHEREAS, the Planning Commission gave a positive recommendation to approve the updated site plan and development agreement with a Planned Development Overlay; and

WHEREAS, the Colina Tinta Development was approved in 2006 with an approved 1886 units, commercial space and golf course; and

WHEREAS, the development has only had a small portion of the project developed; and

WHEREAS, the development has new owners wo are seeking to change the layout, housing types, open space, and to eliminate the golf course; and

WHEREAS, the development has a Master Site Plan and Development Agreement that any significant changes needs approval by the City Council; and

WHEREAS, the development goals to eliminate the golf course to provide more publicly accessible open space and to provide more single-family housing is aligned with the City's desire for the development of the area.

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

1. That the attached preliminary site plan is approved subject to staff and JUC comments listed within the staff report.
2. That the attached development agreement update (Amendment Number 5) is hereby approved.

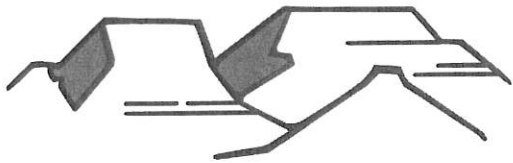
PASSED AND APPROVED on this 5th day of May, 2022.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee
File No. 2022-2C-22
Receipt No. 8.157951

Name: WPP Hurricane Land, LLC Telephone: _____

Address: Not yet addressed Fax No. _____

Email: austin.overman@swatchcommercial.com Agent Email: _____

Agent (If Applicable): Austin Overman Telephone: 801-688-5400

Address/Location of Subject Property: _____

Tax ID of Subject Property: H-3-2-4-214 Existing Zone District: _____

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) _____

No zone change from R-1-10 PDO. Removal of golf course from MDA, more PUBLIC open space to be granted.

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents.
- ☐ b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ☐ c. All abutting properties showing present zoning classifications.
- ☐ d. An accurate legal description of the property to be rezoned.
- ☐ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☐ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

.....
(Office Use Only)

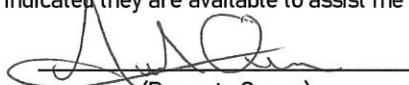
Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

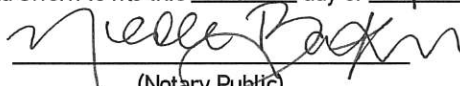
STATE OF UTAH)
COUNTY OF Washington :SS

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


(Property Owner)

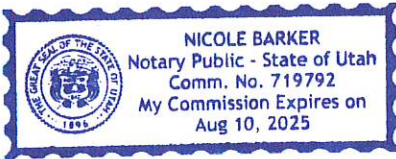
(Property Owner)

Subscribed and sworn to me this 28 day of April 2022.


(Notary Public)

Residing in: Hurricane, UT

My Commission Expires: Aug 10, 2025



Agent Authorization

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

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20____.

(Notary Public)

Residing in: _____

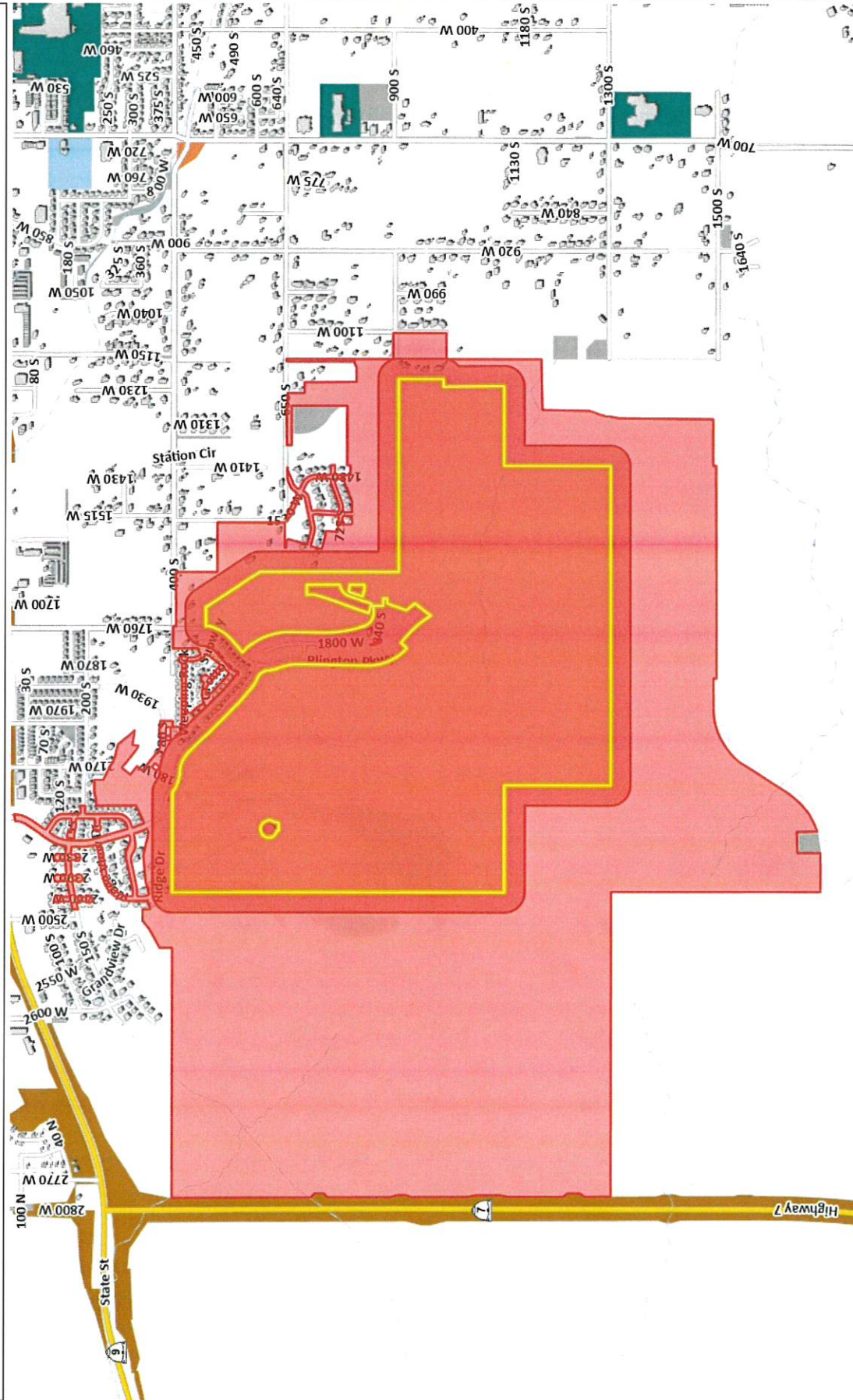
My Commission Expires: _____



- Legend**
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - National Park Service
 - Shoshone 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

Mailing List



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.



WGS_1984_Web_Mercator_Auxiliary_Sphere

BRIMMER ELIZABETH
H-PHRL-1-45
PO BOX 4838
JACKSON, WY 83001-4838

JS PHELPS HOLDINGS LLC
H-HVUE-A-16B
349 E 740 S
IVINS, UT 84738

STRAIGHT UP BUILDERS INC
H-HVUE-A-15B
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-30
42 S 850 W # 201
HURRICANE, UT 84737

SMITH DAVID D, ET AL
H-PHRL-1-41
PO BOX 120040
ANTIMONY, UT 84712-0040

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

NESTOR PAUL A & NANCY L TRS
H-ZIVI-79
456 S THE NARROWS
HURRICANE, UT 84737

MANDUCA BRYAN A
H-ZIVI-66
1867 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1302
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-24
42 S 850 W # 201
HURRICANE, UT 84737

CHAPMAN CHARLES E & SUSAN F
H-PHRL-1-OPEN-A-1
2283 W VALLEY VIEW DR
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-9A
126 N 400 W
HURRICANE, UT 84737

SHEPHERD RODNEY W & CAROLYN T
H-ZIVI-78
464 SOUTH THE NARROWS ST
HURRICANE, UT 84737

DELSIGNE RICHARD A & PAULA
H-ZIVI-67
1881 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1303
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

MB-VIEWS LLC
H-3-1-33-339
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

HINOJOSA DON JOHN, ET AL
H-ZIVI-3
14405 W MAGNOLIA BLVD
LOS ANGELES, CA 91423

INTERSTATE HOMES LLC
H-RZV-1A-9
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-44021
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

DYER DEE R & LYNN A TRS
H-SCPE-1-8
1617 ARNIES LN
GREENVILLE, WI 54942

WPP HURRICANE LAND LLC
H-3-2-4-146
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SCOW BOB J & CINDY H
H-3-2-4-4104
1705 W 400 S
HURRICANE, UT 84737-2454

GORMAN ROWDY GARY & JOYCE S
H-3-2-4-211
960 S 1100 W
HURRICANE, UT 84737

BACA ROGER & CAROL
H-ZIVI-4
2034 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-34
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-4
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-29
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-5B
126 N 400 W
HURRICANE, UT 84737

MUNOZ STEVEN GAMEZ & GLORIA
H-ZIVI-60
487 S THE NARROWS
HURRICANE, UT 84737

MANUELE MARC
H-SCPE-1-2-A
45 N 500 E
SAINT GEORGE, UT 84770-2925

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

MB-VIEWS LLC
H-3-1-33-4402
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

STANFIELD SUSAN J TR
H-ZIVI-32
453 S THE NARROWS ST
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-13
42 S 850 W # 201
HURRICANE, UT 84737

LEVY MICHAEL L TR, ET AL
H-ZIVI-58
507 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

MAGNER WILLIAM J & CAROL J
H-ZIVI-69
542 S THE NARROWS ST
HURRICANE, UT 84737

KENNETH W HEATON FAMILY LTD PTSHP IV
H-3-2-4-21011
1230 W 340 N
HURRICANE, UT 84737

RR PENG A LLC
H-3-2-4-1313
3507 KIRK CIR
SALT LAKE CITY, UT 84106

CALL FRANK RICHARD TR, ET AL
H-3-2-9-113
101 CASCADING WATER PL
LAKEWAY, TX 78734-2057

INTERSTATE HOMES LLC
H-RZV-1A-25
42 S 850 W # 201
HURRICANE, UT 84737

D'AMOUR DENNIS A & CYNTHIA L
H-ZIVI-23
1806 W EAST RIM COURT
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-10
42 S 850 W # 201
HURRICANE, UT 84737

BERANEK THOMAS R & MARY
H-SCPE-1-3-A-1
1648 W 650 S
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-6B
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-6
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-7A
126 N 400 W
HURRICANE, UT 84737

STARR BRADLEY A, ET AL
H-ZIVI-61
1722 E 70 S
HEBER CITY, UT 84032-1245

RBH IDAHO LLC
H-PHRL-1-42
PO BOX 50277
IDAHO FALLS, ID 83405

INTERSTATE HOMES LLC
H-3-2-4-1312
42 S 850 W # 201
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-14
42 S 850 W # 201
HURRICANE, UT 84737

LEVY PROPERTY LLC
H-ZIVI-71
507 S THE NARROWS
HURRICANE, UT 84737

BLAU DELRAY R & MONA RAE TRS
H-3-2-4-223
114 HICKORY ST
HENDERSON, NV 89015-5217

SOROKOWSKI EDWARD MICHAEL & JOANN TR
H-ZIVI-63
1835 W GRAPEVINE ST
HURRICANE, UT 84737

HURRICANE CITY
H-3-2-5-1104
147 N 870 W
HURRICANE, UT 84737-1671

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

JONES KEVIN R & KRISTY V
H-3-2-4-134
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-3-2-4-1311
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-8A
126 N 400 W
HURRICANE, UT 84737

JS PHELPS HOLDINGS LLC
H-HVUE-A-17A
349 E 740 S
IVINS, UT 84738

PEACOX ENTERPRISES LLC
H-PHRL-1-47
2332 W RIDGEVIEW DR
HURRICANE, UT 84737

STRATTON DONALD N & TERRI TRS
H-3-2-4-21211
970 S 1100 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-26
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-31
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-214
1820 W PRINTERS ROW STE 100
SALT LAKE CITY, UT 84119

INTERSTATE HOMES LLC
H-RZV-1A-2
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-32
42 S 850 W # 201
HURRICANE, UT 84737

HOUSKEEPER CRAIG L & DAWNA C
H-ZIVI-74
498 S THE NARROWS
HURRICANE, UT 84737

RAC INC
H-3-2-4-124
1267 N 1390 W
SAINT GEORGE, UT 84770

BOROWIAK MARK S, ET AL
H-ZIVI-59
495 S THE NARROWS
HURRICANE, UT 84737

FRASSA CHERYL ANN
H-ZIVI-55
535 S THE NARROWS
HURRICANE, UT 84737-1302

INTERSTATE HOMES LLC
H-RZV-1A-5
42 S 850 W # 201
HURRICANE, UT 84737

FRAMPTON HEIDI, ET AL
H-ZIVI-75
486 S THE NARROWS
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-11
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-147
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

MILLER KIM & THERESA
H-SCPE-1-9
1657 W 650 S
HURRICANE, UT 84737

KIRKTON CHARLES C & CHRISTINE SUSAN
H-ZIVI-5
2024 W WEEPING ROCK
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-13011
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

STRAIGHT UP BUILDERS INC
H-HVUE-A-12A
1070 N STATE ST
LA VERKIN, UT 84745

LYNN JEFFREY M & KATHERINE A TRS
H-ZIVI-57
519 S THE NARROWS
HURRICANE, UT 84737

SPILSBURY HOLDINGS LLC
H-3-1-32-23011
110 S BLUFF
SAINT GEORGE, UT 84770

LODER ANTHONY J & MARIE-LISE TRS
H-ZIVI-77
11953 CHARNOCK RD
LOS ANGELES, CA 90066

SCHOONMAKER RONALD, ET AL
H-ZIVI-56
527 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-8
42 S 850 W # 201
HURRICANE, UT 84737

STIMMEL JAMES RUSSELL, ET AL
H-ZIVI-45
468 S SUBWAY
HURRICANE, UT 84737

STRATTON DEV LLC
H-3-2-4-127
42 S 850 W STE 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-4A
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-12
42 S 850 W # 201
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-9-330
730 N 700 W
SAINT GEORGE, UT 84770-2620

INTERSTATE HOMES LLC
H-RZV-1A-35
42 S 850 W # 201
HURRICANE, UT 84737

ITS ABOUT TIME LLC
H-3-2-4-221
42 S 850 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-27
42 S 850 W # 201
HURRICANE, UT 84737

HUMPHREY MATTHEW JOHN & KERRY ANN TRS
H-PHRL-1-43
244 S PANORAMA
HURRICANE, UT 84737-2820

STRAIGHT UP BUILDERS INC
H-HVUE-A-13A
1070 N STATE ST
LA VERKIN, UT 84745

MOSSINGER LARRY F, ET AL
H-ZIVI-1
436 S THE NARROWS
HURRICANE, UT 84737

RK HINTON LP
H-PHRL-1-46
2375 W RIDGE DR
HURRICANE, UT 84737

TOQUERVILLE ENTERPRISES L C
H-3-1-32-220
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-8-1201
730 N 700 W
SAINT GEORGE, UT 84770-2620

WPP HURRICANE LAND LLC
H-3-2-4-139
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SPILSBURY HOLDINGS LLC
H-3-2-5-4101
110 S BLUFF
SAINT GEORGE, UT 84770

MCLAUCHLIN DONNA BLAKE & ARCHIE
H-ZIVI-68
1893 W GRAPEVINE
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-23
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-10B
126 N 400 W
HURRICANE, UT 84737

SCHWEIZER MICHAEL & CHRISTINE
H-ZIVI-33
1962 W GROTTO
HURRICANE, UT 84737

OWEN BROOK N
H-PHRL-1-OPEN-B-1
1364 SNOW HILL LN
SAINT GEORGE, UT 84770-5123

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

BURTON CASSI & TYLER C
H-ZIVI-64
1849 W GRAPEVINE
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-136
648 S 1530 W
HURRICANE, UT 84737

STRATTON LAUREL H, ET AL
H-3-2-3-345
657 W 1500 S
HURRICANE, UT 84737

HURRICANE VIEWS LLC, ET AL
H-HVUE-A-COMMON
1192 E DRAPER PKWY # 477
DRAPER, UT 84020

ARCHER ERIC E & ANDREA L
H-ZIVI-43
1848 W GRAPVINE ST
HURRICANE, UT 84737-1303

INTERSTATE HOMES LLC
H-RZV-1A-1
42 S 850 W # 201
HURRICANE, UT 84737

LODER ANTHONY J TR, ET AL
H-ZIVI-44
11953 CHARNOCK RD
LOS ANGELES, CA 90066

STIRLAND DAVID B & BEATRICE L
H-3-2-4-1443
562 S 1530 W
HURRICANE, UT 84737

GORNY ANDREW M & VALORIE G TRS
H-ZIVI-22
1814 W EAST RIM CT
HURRICANE, UT 84737

MILLER MARK T
H-PHRL-1-48
745 N RADFORD LN
OGDEN, UT 84310

INTERSTATE HOMES LLC
H-RZV-1A-28
42 S 850 W # 201
HURRICANE, UT 84737

BAILEY KATHLEEN F TR
H-ZIVI-2
2023 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-3
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-33
42 S 850 W # 201
HURRICANE, UT 84737

SUITERETREATSUTAH LLC
H-PHRL-1-49
1583 E GRANITE BROOK CT
DRAPER, UT 84020

INTERSTATE HOMES LLC
H-RZV-1A-36
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

GILLES DARLENE
H-ZIVI-73
510 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-11B
1070 N STATE ST
LA VERKIN, UT 84745

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

WARNKE CHERYL ELIZABETH TR
H-ZIVI-62
1821 W GRAPEVINE ST
HURRICANE, UT 84737

TINGEY SHERIE
H-ZIVI-54
504 S GROTTTO
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-7
42 S 850 W # 201
HURRICANE, UT 84737

GARDNER JOHN & CHRISTINE LYNN
H-ZIVI-6
2018 W WEEPING ROCK
HURRICANE, UT 84737

STIRLAND PAULINE S TR
H-ZIVI-70
538 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-14A
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-22
42 S 850 W # 201
HURRICANE, UT 84737

LIZZARAGO DAVID & SUSAN
H-ZIVI-76
478 S THE NARROWS
HURRICANE, UT 84737

COOK DARYL R & JANET M
H-ZIVI-65
1857 W GRAPEVINE ST
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

GIBSON JAMES E, ET AL
H-3-2-4-4103
404 S 1760 W
HURRICANE, UT 84737-2453

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

BALDWIN ROY M, ET AL
H-PHRL-1-44
130 CAPRIATI AVE
LAS VEGAS, NV 89183

SMITH JANIS S TR
H-ZIVI-72
518 S THE NARROWS
HURRICANE, UT 84737

LOWE LAND BL LLC
H-3-2-5-3101
1038 E 760 N
OREM, UT 84097

BLAZZARD JAMES, ET AL
H-3-2-9-410
233 KIRK AVE
HENDERSON, NV 89015

CONSTRUCTION ADMINISTRATIVE SERVICES LI
H-ZIVI-80
3672 W RIVER VIEW DR
HURRICANE, UT 84737

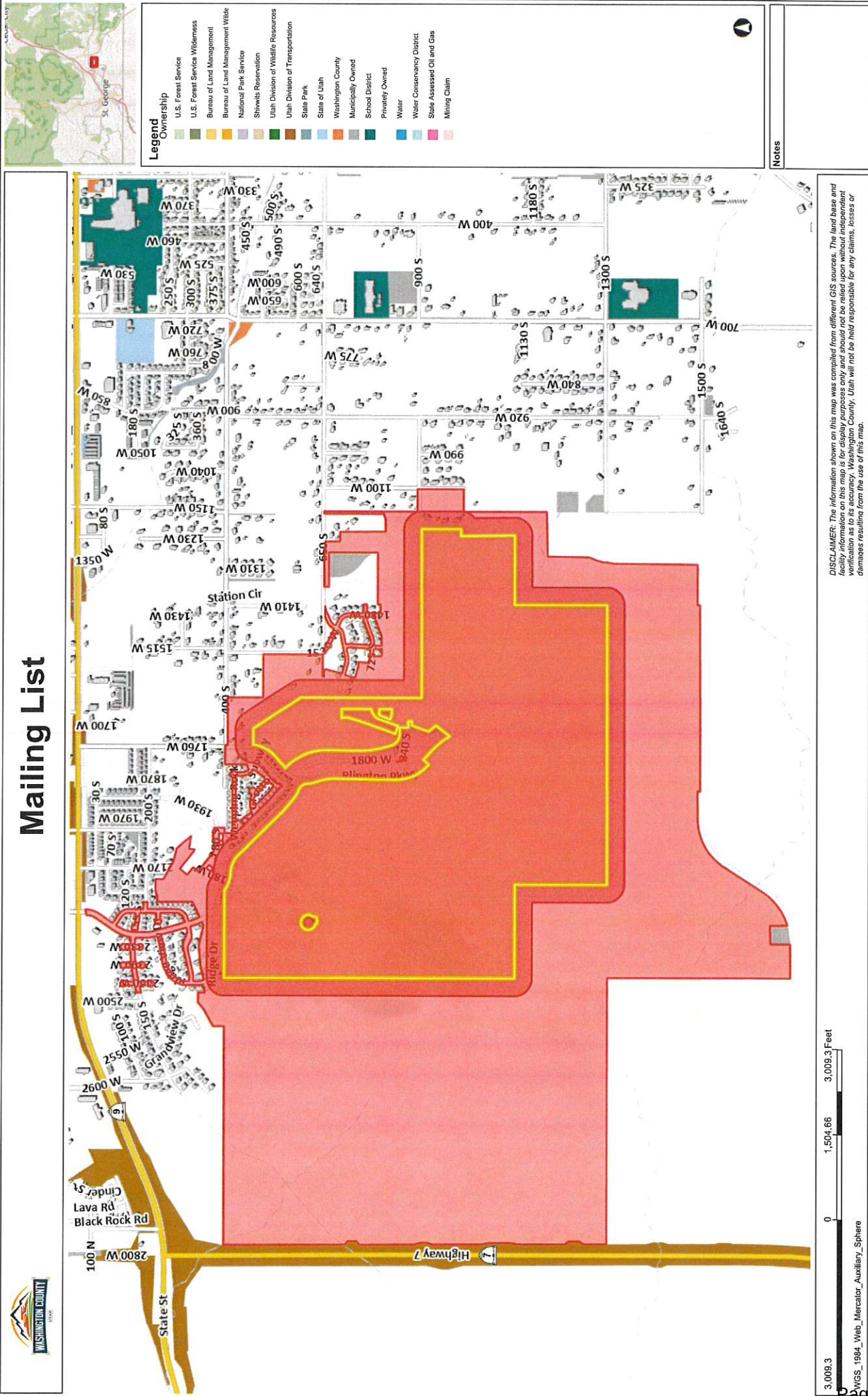
INTERSTATE HOMES LLC
H-RZV-1A-37
42 S 850 W # 201
HURRICANE, UT 84737

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

TSCHOGL DONALD, ET AL
H-SCPE-1-1-A-1
1414 W 400 S
HURRICANE, UT 84737

RR PENG A LLC
H-3-2-4-133
3507 KIRK CIR
SALT LAKE CITY, UT 84106

Mailing List



BRIMMER ELIZABETH
H-PHRL-1-45
PO BOX 4838
JACKSON, WY 83001-4838

JS PHELPS HOLDINGS LLC
H-HVUE-A-16B
349 E 740 S
IVINS, UT 84738

STRAIGHT UP BUILDERS INC
H-HVUE-A-15B
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-30
42 S 850 W # 201
HURRICANE, UT 84737

SMITH DAVID D, ET AL
H-PHRL-1-41
PO BOX 120040
ANTIMONY, UT 84712-0040

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

NESTOR PAUL A & NANCY L TRS
H-ZIVI-79
456 S THE NARROWS
HURRICANE, UT 84737

MANDUCA BRYAN A
H-ZIVI-66
1867 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1302
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-24
42 S 850 W # 201
HURRICANE, UT 84737

CHAPMAN CHARLES E & SUSAN F
H-PHRL-1-OPEN-A-1
2283 W VALLEY VIEW DR
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-9A
126 N 400 W
HURRICANE, UT 84737

SHEPHERD RODNEY W & CAROLYN T
H-ZIVI-78
464 SOUTH THE NARROWS ST
HURRICANE, UT 84737

DELSIGNE RICHARD A & PAULA
H-ZIVI-67
1881 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1303
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

MB-VIEWS LLC
H-3-1-33-339
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

HINOJOSA DON JOHN, ET AL
H-ZIVI-3
14405 W MAGNOLIA BLVD
LOS ANGELES, CA 91423

INTERSTATE HOMES LLC
H-RZV-1A-9
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-44021
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

DYER DEE R & LYNN A TRS
H-SCPE-1-8
1617 ARNIES LN
GREENVILLE, WI 54942

WPP HURRICANE LAND LLC
H-3-2-4-146
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SCOW BOB J & CINDY H
H-3-2-4-4104
1705 W 400 S
HURRICANE, UT 84737-2454

GORMAN ROWDY GARY & JOYCE S
H-3-2-4-211
960 S 1100 W
HURRICANE, UT 84737

BACA ROGER & CAROL
H-ZIVI-4
2034 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-34
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-4
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-29
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-5B
126 N 400 W
HURRICANE, UT 84737

MUNOZ STEVEN GAMEZ & GLORIA
H-ZIVI-60
487 S THE NARROWS
HURRICANE, UT 84737

MANUELE MARC
H-SCPE-1-2-A
45 N 500 E
SAINT GEORGE, UT 84770-2925

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

MB-VIEWS LLC
H-3-1-33-4402
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

STANFIELD SUSAN J TR
H-ZIVI-32
453 S THE NARROWS ST
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-13
42 S 850 W # 201
HURRICANE, UT 84737

LEVY MICHAEL L TR, ET AL
H-ZIVI-58
507 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

MAGNER WILLIAM J & CAROL J
H-ZIVI-69
542 S THE NARROWS ST
HURRICANE, UT 84737

KENNETH W HEATON FAMILY LTD PTSHP IV
H-3-2-4-21011
1230 W 340 N
HURRICANE, UT 84737

RR PENG A LLC
H-3-2-4-1313
3507 KIRK CIR
SALT LAKE CITY, UT 84106

CALL FRANK RICHARD TR, ET AL
H-3-2-9-113
101 CASCADING WATER PL
LAKEWAY, TX 78734-2057

INTERSTATE HOMES LLC
H-RZV-1A-25
42 S 850 W # 201
HURRICANE, UT 84737

D'AMOUR DENNIS A & CYNTHIA L
H-ZIVI-23
1806 W EAST RIM COURT
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-10
42 S 850 W # 201
HURRICANE, UT 84737

BERANEK THOMAS R & MARY
H-SCPE-1-3-A-1
1648 W 650 S
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-6B
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-6
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-7A
126 N 400 W
HURRICANE, UT 84737

STARR BRADLEY A, ET AL
H-ZIVI-61
1722 E 70 S
HEBER CITY, UT 84032-1245

RBH IDAHO LLC
H-PHRL-1-42
PO BOX 50277
IDAHO FALLS, ID 83405

INTERSTATE HOMES LLC
H-3-2-4-1312
42 S 850 W # 201
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-14
42 S 850 W # 201
HURRICANE, UT 84737

LEVY PROPERTY LLC
H-ZIVI-71
507 S THE NARROWS
HURRICANE, UT 84737

BLAU DELRAY R & MONA RAE TRS
H-3-2-4-223
114 HICKORY ST
HENDERSON, NV 89015-5217

SOROKOWSKI EDWARD MICHAEL & JOANN TRS
H-ZIVI-63
1835 W GRAPEVINE ST
HURRICANE, UT 84737

HURRICANE CITY
H-3-2-5-1104
147 N 870 W
HURRICANE, UT 84737-1671

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

JONES KEVIN R & KRISTY V
H-3-2-4-134
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-3-2-4-1311
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-8A
126 N 400 W
HURRICANE, UT 84737

JS PHELPS HOLDINGS LLC
H-HVUE-A-17A
349 E 740 S
IVINS, UT 84738

PEACOX ENTERPRISES LLC
H-PHRL-1-47
2332 W RIDGEVIEW DR
HURRICANE, UT 84737

STRATTON DONALD N & TERRI TRS
H-3-2-4-21211
970 S 1100 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-26
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-31
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-214
1820 W PRINTERS ROW STE 100
SALT LAKE CITY, UT 84119

INTERSTATE HOMES LLC
H-RZV-1A-2
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-32
42 S 850 W # 201
HURRICANE, UT 84737

HOUSKEEPER CRAIG L & DAWNA C
H-ZIVI-74
498 S THE NARROWS
HURRICANE, UT 84737

RAC INC
H-3-2-4-124
1267 N 1390 W
SAINT GEORGE, UT 84770

BOROWIAK MARK S, ET AL
H-ZIVI-59
495 S THE NARROWS
HURRICANE, UT 84737

FRASSA CHERYL ANN
H-ZIVI-55
535 S THE NARROWS
HURRICANE, UT 84737-1302

INTERSTATE HOMES LLC
H-RZV-1A-5
42 S 850 W # 201
HURRICANE, UT 84737

FRAMPTON HEIDI, ET AL
H-ZIVI-75
486 S THE NARROWS
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-11
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-147
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

MILLER KIM & THERESA
H-SCPE-1-9
1657 W 650 S
HURRICANE, UT 84737

KIRKTON CHARLES C & CHRISTINE SUSAN
H-ZIVI-5
2024 W WEEPING ROCK
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-13011
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

STRAIGHT UP BUILDERS INC
H-HVUE-A-12A
1070 N STATE ST
LA VERKIN, UT 84745

LYNN JEFFREY M & KATHERINE A TRS
H-ZIVI-57
519 S THE NARROWS
HURRICANE, UT 84737

SPILSBURY HOLDINGS LLC
H-3-1-32-23011
110 S BLUFF
SAINT GEORGE, UT 84770

LODER ANTHONY J & MARIE-LISE TRS
H-ZIVI-77
11953 CHARNOCK RD
LOS ANGELES, CA 90066

SCHOONMAKER RONALD, ET AL
H-ZIVI-56
527 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-8
42 S 850 W # 201
HURRICANE, UT 84737

STIMMEL JAMES RUSSELL, ET AL
H-ZIVI-45
468 S SUBWAY
HURRICANE, UT 84737

STRATTON DEV LLC
H-3-2-4-127
42 S 850 W STE 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-4A
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-12
42 S 850 W # 201
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-9-330
730 N 700 W
SAINT GEORGE, UT 84770-2620

INTERSTATE HOMES LLC
H-RZV-1A-35
42 S 850 W # 201
HURRICANE, UT 84737

ITS ABOUT TIME LLC
H-3-2-4-221
42 S 850 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-27
42 S 850 W # 201
HURRICANE, UT 84737

HUMPHREY MATTHEW JOHN & KERRY ANN TRS
H-PHRL-1-43
244 S PANORAMA
HURRICANE, UT 84737-2820

STRAIGHT UP BUILDERS INC
H-HVUE-A-13A
1070 N STATE ST
LA VERKIN, UT 84745

MOSSINGER LARRY F, ET AL
H-ZIVI-1
436 S THE NARROWS
HURRICANE, UT 84737

RK HINTON LP
H-PHRL-1-46
2375 W RIDGE DR
HURRICANE, UT 84737

TOQUERVILLE ENTERPRISES L C
H-3-1-32-220
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-8-1201
730 N 700 W
SAINT GEORGE, UT 84770-2620

WPP HURRICANE LAND LLC
H-3-2-4-139
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SPILSBURY HOLDINGS LLC
H-3-2-5-4101
110 S BLUFF
SAINT GEORGE, UT 84770

MCLAUCHLIN DONNA BLAKE & ARCHIE
H-ZIVI-68
1893 W GRAPEVINE
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-23
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-10B
126 N 400 W
HURRICANE, UT 84737

SCHWEIZER MICHAEL & CHRISTINE
H-ZIVI-33
1962 W GROTTA
HURRICANE, UT 84737

OWEN BROOK N
H-PHRL-1-OPEN-B-1
1364 SNOW HILL LN
SAINT GEORGE, UT 84770-5123

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

BURTON CASSI & TYLER C
H-ZIVI-64
1849 W GRAPEVINE
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-136
648 S 1530 W
HURRICANE, UT 84737

STRATTON LAUREL H, ET AL
H-3-2-3-345
657 W 1500 S
HURRICANE, UT 84737

HURRICANE VIEWS LLC, ET AL
H-HVUE-A-COMMON
1192 E DRAPER PKWY # 477
DRAPER, UT 84020

ARCHER ERIC E & ANDREA L
H-ZIVI-43
1848 W GRAPVINE ST
HURRICANE, UT 84737-1303

INTERSTATE HOMES LLC
H-RZV-1A-1
42 S 850 W # 201
HURRICANE, UT 84737

LODER ANTHONY J TR, ET AL
H-ZIVI-44
11953 CHARNOCK RD
LOS ANGELES, CA 90066

STIRLAND DAVID B & BEATRICE L
H-3-2-4-1443
562 S 1530 W
HURRICANE, UT 84737

GORNY ANDREW M & VALORIE G TRS
H-ZIVI-22
1814 W EAST RIM CT
HURRICANE, UT 84737

MILLER MARK T
H-PHRL-1-48
745 N RADFORD LN
OGDEN, UT 84310

INTERSTATE HOMES LLC
H-RZV-1A-28
42 S 850 W # 201
HURRICANE, UT 84737

BAILEY KATHLEEN F TR
H-ZIVI-2
2023 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-3
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-33
42 S 850 W # 201
HURRICANE, UT 84737

SUITERETREATSUTAH LLC
H-PHRL-1-49
1583 E GRANITE BROOK CT
DRAPER, UT 84020

INTERSTATE HOMES LLC
H-RZV-1A-36
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

GILLES DARLENE
H-ZIVI-73
510 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-11B
1070 N STATE ST
LA VERKIN, UT 84745

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

WARNKE CHERYL ELIZABETH TR
H-ZIVI-62
1821 W GRAPEVINE ST
HURRICANE, UT 84737

TINGEY SHERIE
H-ZIVI-54
504 S GROTTTO
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-7
42 S 850 W # 201
HURRICANE, UT 84737

GARDNER JOHN & CHRISTINE LYNN
H-ZIVI-6
2018 W WEEPING ROCK
HURRICANE, UT 84737

STIRLAND PAULINE S TR
H-ZIVI-70
538 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-14A
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-22
42 S 850 W # 201
HURRICANE, UT 84737

LIZZARAGO DAVID & SUSAN
H-ZIVI-76
478 S THE NARROWS
HURRICANE, UT 84737

COOK DARYL R & JANET M
H-ZIVI-65
1857 W GRAPEVINE ST
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

GIBSON JAMES E, ET AL
H-3-2-4-4103
404 S 1760 W
HURRICANE, UT 84737-2453

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

BALDWIN ROY M, ET AL
H-PHRL-1-44
130 CAPRIATI AVE
LAS VEGAS, NV 89183

SMITH JANIS S TR
H-ZIVI-72
518 S THE NARROWS
HURRICANE, UT 84737

LOWE LAND BL LLC
H-3-2-5-3101
1038 E 760 N
OREM, UT 84097

BLAZZARD JAMES, ET AL
H-3-2-9-410
233 KIRK AVE
HENDERSON, NV 89015

CONSTRUCTION ADMINISTRATIVE SERVICES LI
H-ZIVI-80
3672 W RIVER VIEW DR
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-37
42 S 850 W # 201
HURRICANE, UT 84737

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

TSCHOGL DONALD, ET AL
H-SCPE-1-1-A-1
1414 W 400 S
HURRICANE, UT 84737

RR PENGAL LLC
H-3-2-4-133
3507 KIRK CIR
SALT LAKE CITY, UT 84106



STAFF COMMENTS

Agenda Date:	05/19/2022
Application Number:	2022-ZC-22 2022-PSP-15
Type of Application:	Zone Change and Preliminary Site Plan Modification and Development Agreement Amendment
Action Type:	Legislative
Applicant:	WPP Hurricane Land LLC
Agent:	Austin Overman
Request:	A modification of the master plan for the Collina Tinta PDO
Location:	Collina Tinta/Black Ridge PDO
Zoning:	R1-10 PDO
General Plan Map:	Planned Community

Planning Commission Recommendation

The Planning Commission gave a positive recommendation of the proposed updated site plan and development for the Colina Tinta (now Black Ridge) Development with the updated development agreement subject to additional staff and legal review.

Update

City staff have been working on some changes to the development agreement and a draft of the update will be attached to the packet and sent to the City Council after review.

Discussion:

At the previous Planning Commission meeting it was decided that a major change to the old Collina Tinta PDO was being requested and that a zone change application was required. This will replace the previously approved site plan for the Collina Tinta PDO that was originally approved in 2006 and has gone through a number of other modifications over the past 16 years. The primary change is that the golf course will no longer be built. The number of units and overall density is the same. The applicant has also submitted an amendment to their development agreement.

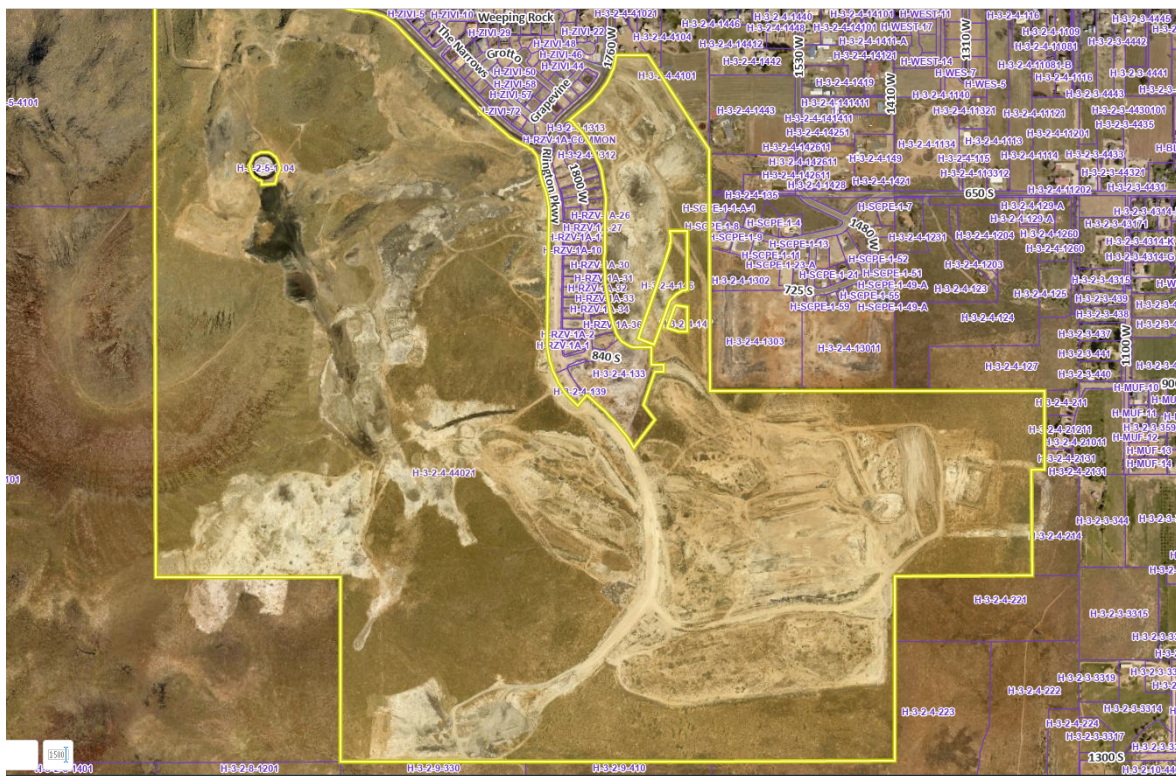
05/12/2022

2022-PSP-15

2022-ZC-22

The new property owner has met with staff several times over the past year and has discussed the future of the project in detail.

	Zoning	Adjacent Land Use
North	R1-10, RM-2 PDO	Single family homes, planned townhomes
East	RA-1, R1-10	Primarily single family homes (Scenic Pointe), and other single family developments planned
South	RA-1, R1-10	Undeveloped Property
West	RA-1	Undeveloped Property



Amendment and Process

The Development Agreement between the City and the Developer does allow for minor changes without having to go through the whole zone change process. However after last week's Planning Commission meeting and having the city's legal team review the development agreement it was decided that the full zone change process was the best course of action. This is because of the elimination of one of the

largest land uses within the original site plan, namely the golf course. This allows the public to comment on the proposed changes and a slightly more rigorous analysis by staff and the Planning Commission.

To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

The General Plan has this area as Planned Community with the Sullivan's Knoll area as Natural Open Space. The General Plan defines Planned Community as:

Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

This area was mapped as Planned Community on the General Plan Map because of this approved development. The City has anticipated this development eventually being built out since it was approved in 2006. The proposed site plan does comply with the General Plan's intention of having Sullivan's Knoll remain as open space.

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

Part of the original master planned community, Zion Vista and the Ridge at Zion Vista, are either built out or in the process of being built. Residential communities are planned or built to the east and north. The remainder of the surrounding development is undeveloped. The updated plan is actually providing more single family homes than the original plan and other public open space amenities.

3. Will the proposed amendment affect the adjacent property?

Yes the addition of 1767 new units will have an impact on the adjacent properties. However, this development has been anticipated for over 15 years now so adjacent property owners should not be surprised. The change in the development plan will likely have less impact because of the elimination of the golf course.

This development will also cover up the unsightly scarring that was done to the side of Sullivan's Knoll and Black Ridge in the late 2000s to build the golf course which, along with providing public access to Sullivan's Knoll can be considered a benefit to the community

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

Yes. The JUC had no major concerns and many of the utilities were already brought to the property during earlier stages of development

Preliminary Site Plan Review

Main Changes

	Collina Tinta			Black Ridge		
	Acres	Units	Use	Acres	Unit	Use
Single Family	197.3	623		311	1137	
Multi Family	85.92	1263		80	749	
Open Space	60.2			100		
Golf Course	202					
Commercial	1			5		
Major Roadways				11		
Total	546.42	1886		507	1886	
Units Per Total Acre	3.45155741			3.45155741		
Units Per Residential Areas	6.659134242			4.823529412		

Resort Units		247	Multi Family Areas		247	Not Shown
R1-10 Base Density			3.5 Unit/Acre			
Estimated Density for Developable Area			1807.47			
20% Density Bonus			2168.964			

1. **Golf Course and Open Space.** The applicant, with staff general recommendation, is wanting to eliminate the golf course in exchange for a park and trail system. Staff made this recommendation to the applicant when they first started looking into purchasing the project. Staff made this recommendation for a couple of reasons. 1) Golf Courses are privately held open space and do not grant access except to those who pay the fee, 2) very water intensive, and 3) there are currently three other active courses within the City, two of which did not exist when the original plan was approved. The PDO was granted in part because of the golf course, but staff would strongly encourage the City to eliminate that requirement in exchange for a more broadly accessible park and trail system. The proposal is unclear what parks will be dedicated to the City and what will remain private. The idea within the development would be to allow for a connected system of open space and amenities connected with trails. Staff would recommend that the trail system, Sullivan's Knoll, and at least one five acre minimum park space be dedicated to the City for public use.
2. **Density and Housing.** As you can see from the table above, there is no increase in density. The new proposal will contain more single family areas, and the residential areas will be overall less dense. The base density for the underlying zone is likely around 1,807 units once you factor in that about 30 acres is undevelopable because of slopes, but the applicant would be able to receive a density bonus based on open space, park and other amenity dedication.
3. **Development Agreement.** The applicant has submitted an updated development agreement proposing to make several changes. The biggest change is to eliminate the golf course requirements. There are other proposed changes that are currently being reviewed by planning staff and the City Attorney.
4. **Layout.** Generally, the layout has been adjusted, but many of the roadways and open space have items in common with the update. Housing and open space locations have been moved, and the applicant has added five acres of commercial space on the south property boundary.
5. **Recreation Resort:** The original Preliminary Site Plan provided for 247 resort units located along Holes 3, 8, and 13 of the proposed golf course. The applicant has indicated they would still want to do those 247 resort units but has not provided information on where these units would be located. Recreation Resort zoning has been approved within PDOs but never without some plan where they would be located. Staff is hesitant about approving resort units with no say on where they are located within a development.

JUC Comments:

Power: Previous quote from former owner available. Talk to power about the express circuit from the substation. Develop 750 mcm to State Street. Extra 6" circuit along Rlington. Applicant needs to meet with Power Department

Water: Need a complete water model. Need to install irrigation lines. Need to loop water lines to 1300 S. Needs to be 12" to match the overall Water Master Plan.

Streets: Check compliance with Transportation Master Plan and connectivity with neighboring subdivisions.

Sewer: No issues with zone change. Sewer line at 280 S and Rlington Parkway. Off-site sewer in multiple directions will be needed along 1100 W and 1300 S.

Engineering: Need to include connectivity to neighboring parcels.

Phone: Fiber along Rlington Parkway.

Parks: All park areas need to be built to Hurricane City Parks specifications and approved before construction

Findings:

Staff makes the following findings:

1. The application meets many of the standards within the General Plan and General Plan Map.
2. This zone change is harmonious with most of the surrounding development..
3. The proposed amendment will have an impact on the area, but this impact is anticipated by the General Plan and the impact may be beneficial.
4. Services are adequate to serve the property.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and considers residents' comments. Staff would recommend approval subject to staff and JUC comments.

ISSUE DESCRIP.	DATE
	4.08.2022

This drawing, as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2022

Product Type	Units	Acreage	%
Open Space, Amenities, Paths and Parks		100	19.7%
Single Family up to 4 DU/acre lots	120	55	10.8%
Single Family up to 6 DU/acre lots	120	48	9.5%
Single Family up to 8 DU/acre lots	780	208	41.0%
Townhomes up to 10 DU/acre	149	20	3.9%
Multifamily up to 12 DU/acre	200	20	3.9%
Multifamily & Retirement 12+ DU/acre	400	40	7.9%
Commercial	5		1.0%
Major Roadways (66' ROW)	11		2.2%
Allocated units in Grand Canary & Mira Rosa	117		
Total	1886	507	100.0%

PARCEL TYPE	
	OPEN SPACE, AMENITIES, TRAILS AND PARKS
	SINGLE FAMILY - up to 4 DU/acre lots
	SINGLE FAMILY - up to 6 DU/acre lots
	SINGLE FAMILY - up to 8 DU/acre lots
	TOWNHOME - up to 10 DU/acre
	MULTIFAMILY - up to 12 DU/acre
	MULTIFAMILY & RETIREMENT - 12+ DU/acre
	COMMERCIAL

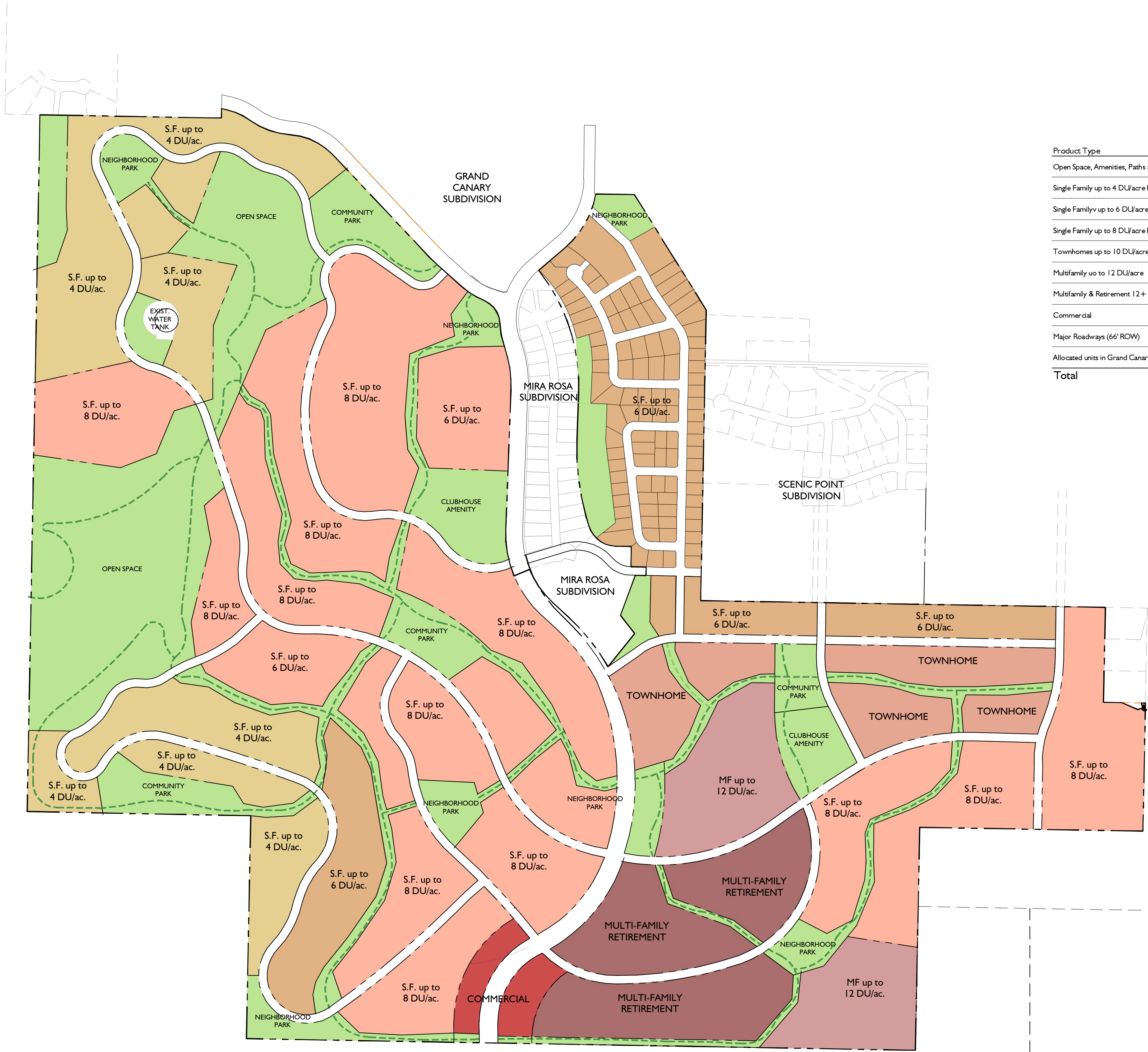
BLACK RIDGE
HURRICANE, UTAH

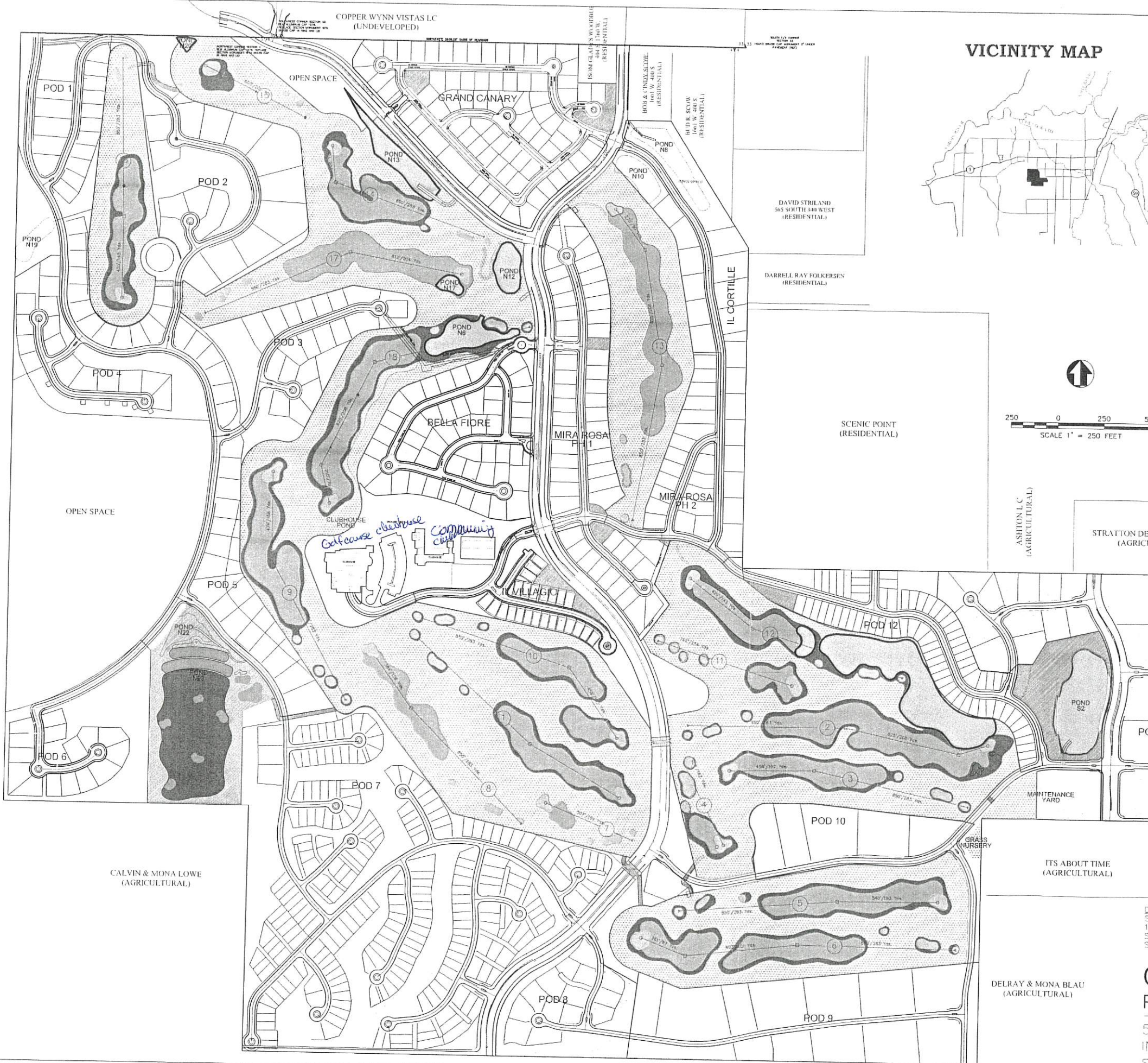
LAND USE

101

A

LAND USE PLAN
SCALE: 1"=300'-0" NORTH





VICINITY MAP

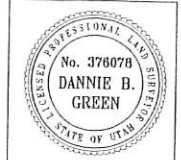


COLLINA TINTA

Collina Tinta Land Use Table				
Total Project Area	24,379,912 S.F. / 560 Acres			
Name	Size (ac.)	# of Units	Type	
Grande Canary	20.35	79	Single Family	
Mira Rosa Phase 1	12.05	37	Single Family	
Mira Rosa Phase 2	11.43	33	Single Family	
Il Cortile	13.82	54	Multi Family	Resort Rental
Bella Fiore	14.49	47	Single Family	Gated Rental
Il Villaggio	4.28	24	Single Family	Resort Rental
Pod 1	9.2	15	Single Family	
Pod 2	24.9	34	Single Family	
Pod 3	11.1	19	Single Family	Gated
Pod 4	10.1	18	Single Family	Gated
Pod 5	9.1	16	Single Family	
Pod 6	11.5	36	Multi Family	Gated
Pod 7	59.0	231	Single Family	Gated/Rental*
Pod 8	8.1	33	Multi Family	
Pod 9	19.6	431	Multi Family	
Pod 10	7.7	169	Multi Family	Resort Rental
Pod 11	25.2	540	Multi Family	
Pod 12	11.3	70	Single Family	
Total	283.2	1886		

*Only portions of pod 7 will be Gated and/or Resort Rental

Collina Tinta Land Use Summary		
	Size (ac.)	# of Units
Total Single Family	197.3	623
Total Multi Family	85.9	1263
Clubhouse	12.4	
Commercial	1.0	
		% of Total Site
Total Open Space	262.4	47%
Golf Course	202.2	36%
Trails	16.5	3%
Parks and Lake	6.0	1%
Other Open Space	37.7	7%



DATE	JAN 2008
SCALE	1"=250'-(24X36)
PROJECT NUMBER	85DM010100

COLLINA TINTA
EXHIBIT
COLLINA TINTA
SITE PLAN
HURRICANE, UTAH

PSOMAS

1173 SOUTH 250 WEST, SUITE 308
ST. GEORGE, UTAH, 84770
(435) 628-6912 (435) 674-0236 (FAX)

DESIGNED	JCD
DRAWN	JCD
CHECKED	JCD
SHEET	1
OF	1

DEVELOPER:
SUMMIT-HURRICANE
1173 SOUTH 250 WEST
SUITE 310
ST. GEORGE, UTAH 84770

CIVIL ENGINEERS:
PSOMAS
1173 SOUTH 250 WEST
SUITE 308
ST. GEORGE, UTAH 84770
(435) 628-6912

COLLINA TINTA
PLANNED DEVELOPMENT OVERLAY

559.68 ACRES
IN SEC. 4 & 5, T. 32 S., R. 13 W.,
SALT LAKE BASE AND MERIDIAN.

P-53
N-1



DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA

THIS DEVELOPMENT AGREEMENT for Painted Hills Collina Tinta (the "Agreement") is entered into as of the 7 day of September, 2006, by and among Summit-Hurricane Development, Inc., a Nevada corporation ("Developer"), Toquerville Enterprises, LLC, a Nevada limited liability company, each an Owner (as defined below) ("Toquerville"); and City of Hurricane, a municipal corporation and political subdivision of the State of Utah ("City") (individually a "Party" and collectively the "Parties").

RECITALS:

A. Owners each presently own a portion of approximately 560 acres of land located within the municipal boundaries of City of Hurricane, Washington County, State of Utah, as more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein.

B. Developer desires and intends to develop the Property as a master-planned community currently known as Painted Hills Collina Tinta (the "Project") as generally depicted on a preliminary site plan dated _____, 2005 and prepared by Psomas Corp. (the "Preliminary Site Plan") attached hereto as Exhibit "B" and incorporated herein.

C. Owners by their signatures on this Agreement acknowledge their prior and continuing authorization for Developer, on behalf of Owners, to apply for and obtain from City vested development entitlements and to establish development parameters for the Project as set forth in this Agreement.

D. Owners have each agreed to cooperate with Developer and City as reasonably necessary to obtain the vested development entitlements set forth in this Agreement and have agreed to be bound by the terms of this Agreement, as evidenced by their signatures below.

E. On June 1, 2005 Developer and Owners filed with City a complete application (Application # 2005-71) to rezone the Property from the current R-1-10 zone to the R-1-10 (PD) overlay zone (the "PDO Zone") and approve the Preliminary Site Plan to enable development of the Project, all as provided in City's Land Use Ordinance (the "PDO Application").

F. Developer also filed with City complete preliminary plat applications to develop subdivisions located within the Project (Application # 2005-73) and (Application # 2005-74) (together, the "Subdivision Applications").

G. On October 26, 2005, City's Planning Commission recommended approval of the PDO Application and the Subdivision Applications, each subject to certain findings and conditions as set forth in Exhibit "C", attached hereto and incorporated herein, and forwarded them to City's City Council for consideration.

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, by City, acting by and through its City Council and by each of the Owners by duly authorized persons as of the 27th day of September, 2006.

Attest:



City Recorder



CITY:

City of Hurricane, a Utah municipal corporation and political subdivision of the State of Utah


Mayor

DEVELOPER:

Summit-Hurricane Development, Inc., a Nevada corporation

By: 
Heath Johnston, President

OWNERS:

Toquerville Enterprises, LLC, a Nevada limited liability company

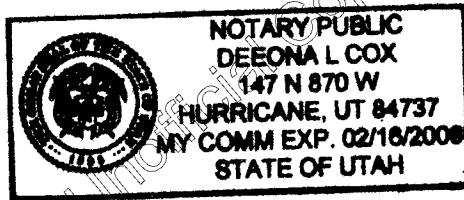
By: 
Jerry Spilbury, Manager

By: 
Vyonne Mendenhall, Manager

State of Utah
County of Washington

On this 27th day of September in the year 2006, before me Deeona L. Cox,
a notary public, personally appeared Jerry Spilsbury, proved on the basis of satisfactory evidence
to be the person whose name is subscribed to this instrument, and acknowledged he executed the
same. Witness my hand and official seal.

Deeona L. Cox
Notary Public



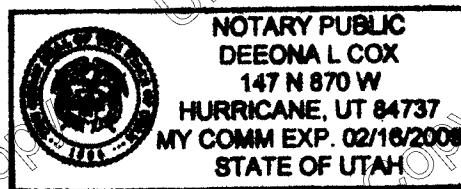
State of Utah
County of Washington

of

Utah

On this 27th day of September in the year 2006, before me Deeona L. Cox,
a notary public, personally appeared Vyonne Mendenhall, proved on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged he
executed the same. Witness my hand and official seal.

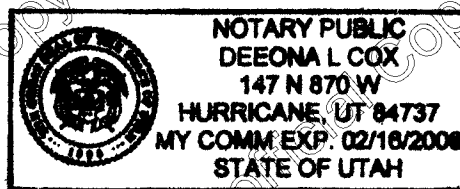
Deeona L. Cox
Notary Public



State of Utah
County of Washington

On this 27th day of September in the year 2006, before me Deeona L. Cox,
a notary public, personally appeared Heath Johnston, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged he executed the same. Witness my hand and official seal.

Deeona L. Cox
Notary Public



H. On November 3, 2005, City's City Council approved the PDO Application (the "PDO Zone Approval") and the Subdivision Applications, each subject to certain findings and conditions as set forth in Exhibit "D", attached hereto and incorporated herein, including creation and City Council approval of this Agreement.

I. On March 16, 2006, City's City Council adopted Ordinance 2006-9 enacting Section 10-24-1 et seq. of City's Land Use Ordinance to regulate development on sensitive lands (the "Sensitive Lands Ordinance"). Portions of the Property include sensitive lands as defined in the Sensitive Lands Ordinance.

J. Section 10-24-3G1 of the Sensitive Lands Ordinance allows City to approve development that incorporates alternative methods to protect sensitive lands so long as such methods are consistent with the purpose of such ordinance and City's General Plan.

K. To satisfy the spirit and intent of the Sensitive Lands Ordinance, as contemplated by City prior to its adoption, approximately forty percent (40%) of the Property will remain as undeveloped land and the Project will be constructed in a manner that minimizes potential hazards in sensitive lands areas as set forth herein.

L. City finds the Project satisfies the spirit and intent of the Sensitive Lands Ordinance and that construction of the Project as contemplated under this Agreement meets the requirements of Section 10-24-3G1 of the Sensitive Lands Ordinance.

M. City also finds the PDO Zone Approval and the Preliminary Site Plan (i) do not conflict with any applicable policy of City's General Plan; (ii) meet the spirit and intent of Section 10-23-1 of City's Land Use Ordinance; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) meet applicable use limitations and other requirements of the R-1-10 zone with which the planned development overlay zone will be combined; and (v) meet the density limitations of the R-1-10 zone.

N. City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved; (ii) the financial capability to carry out the Project; and (iii) the capability to start construction within one (1) year of final site plan approval as required by Section 10-23-7(D) of City's Land Use Ordinance.

O. Developer, on behalf of Owners, desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

P. Each of the Parties are willing to enter into this Agreement in order to implement the purposes and conditions of both the PDO Zone Approval and the Preliminary Site Plan for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and City's Land Use Ordinance.

Q. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, et seq., and after all required public notice and hearings, City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) City's General Plan, and (iii) City's Land Use Ordinance. As a result of such determination City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by City's Land Use Ordinance in effect on the date of the Application for the PDO or, if different, by this Agreement, as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"Ash Creek SSD"** means the Ash Creek Special Service District, a body politic created for the purpose of providing sewer and waste water removal and treatment to the Hurricane Valley Basin Area, which includes the Project.

1.2 **"City's Standards and Specifications for Public Improvements"** means the standards and specifications that City uses for construction of public improvements.

1.3 **"Commercial Uses"** means neighborhood convenience, sales and other commercial uses, excluding Multi-Family Uses, located as shown on the Preliminary Site Plan.

1.4 **"Continuing Owner"** means any Owner (and its successors and assigns) who has not yet sold or contracted with Developer for purchase of Owner's property. At the time any Owner enters into a contract with Developer for sale of all of Owner's property, it ceases to be a Continuing Owner; provided that in the event (a) either (i) the sale of any portion of Owner's property to Developer has not closed, or (ii) any portion of Owner's property is reacquired by Owner (or its successors or assigns) through foreclosure, forfeiture, or repossession, and (b) Owner (or its successor(s) or assign(s) or any of them) files any Land Use Application for development of any portion of Owner's property, Owner (or its successors or assigns) immediately and automatically regains the status of a Continuing Owner. Unless specifically provided otherwise herein, all rights and obligations of Developer herein shall also mean the right and obligation of each Continuing Owner with respect to the specific parcel of property owned by such Continuing Owner (or Land Use Application filed by such Continuing Owner);

provided that in that case, Developer shall not be responsible for any obligation specific to such Continuing Owner or its property or Land Use Application.

1.5 **“Culinary Water Master Plan”** means a comprehensive plan to provide culinary water within the Project as approved by City.

1.6 **“Density Transfer”** means the ability of Developer to transfer densities from areas within the Project to other areas within the Project including transferring such densities from one type of use to another type of use, for example, and not by way of limitation, transferring density from Multi-Family Uses to Single-Family Uses as provided in Paragraph 2.4.5 of this Agreement.

1.7 **“Design Guidelines”** means the design standards and guidelines (including the landscape plan) adopted by Developer, as may be amended from time to time, and as approved by Owners, applicable to the Project.

1.8 **“Developer”** means Summit-Hurricane Development, Inc., a Nevada corporation or its approved replacement developer, assigns and successors in interest, whether in whole or in part. Developer shall cause its employees and agents to act in accordance with the terms of this Agreement. For the limited purpose of specifying rights and obligations under this Agreement, references to Developer shall include Continuing Owners as set forth in Paragraphs 1.5 and 6.13 of this Agreement.

1.9 **“Development Activity”** means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

1.10 **“Development Guidelines”** means collectively, the (a) Design Guidelines; (b) Master Declaration; Culinary Water Master Plan; Secondary Water Plan; Sanitary Sewer Master Plan; Storm Water and Drainage Control Master Plan; and City’s Standards and Specifications for Public Improvements.

1.11 **“Development Phase”** means a separately developed portion of the Project for which a Site Plan and one (1) or more corresponding subdivision applications is filed with City and which is identified on the Painted Hills Phasing Table attached hereto as Exhibit “F”.

1.12 **“Final Plat”** means a final subdivision plat of each Development Phase to be filed with City which, after approval by City’s governing body, is to be recorded in the Official Records in Office of the Recorder of Washington County, State of Utah.

1.13 **“Golf Course”** means that certain golf course to be constructed as generally depicted on the Preliminary Site Plan.

1.14 **“Golf Course Company”** means that a company or its approved replacement, assigns and successors in interest, whether in whole or in part, selected by Toquerville and developer to construct the golf course.

1.15 **“Land Use Application”** means any application for development within the Project submitted to City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **“Land Use Ordinance”** means Title 10 of the Hurricane City Code.

1.17 **“Master Association”** means the Collina Tinta Master Association, Inc., a Utah nonprofit corporation, its successors or assigns.

1.18 **“Master Declaration”** means that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Collina Tinta Project to be recorded in phases against portions of the Property corresponding to each Development Phase.

1.19 **“Multi-Family Uses”** means all permitted residential uses shown on Table 10-13-1 of City’s Land Use Ordinance, excluding Single-Family Uses.

1.20 **“Ordinances”** means the Hurricane City Municipal Ordinances, including City’s Land Use Ordinance.

1.21 **“Owners”** means collectively Toquerville and Developer, and their respective successors and assigns, who together, own or will own all of the land within the Project with the exception of the Golf Course, which is or will be owned by the Golf Course Owner or an entity approved by Toquerville and Developer at such time and in their sole and absolute discretion. Any Owner may hereafter be referred to individually as “Owner”.

1.22 **“Planning Commission”** means the Hurricane City Planning Commission.

1.23 **“PDO Zone Approval”** means City’s approval of Preliminary Site Plan and zone change request (Application # 2005-71) for the Project on November 3, 2005, which was subject to certain findings and conditions set forth in Exhibit “D”.

1.24 **“Preliminary Site Plan”** means the conceptual site plan map attached hereto as Exhibit “B”, and approved by the Hurricane City Council on November 3, 2005 as part of Developer’s PDO Application (Application #2005-71).

1.25 **“Project”** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and/or the Ordinances as generally depicted on the Preliminary Site Plan.

1.26 **“Project Improvements”** means, with respect to the Project, site improvements and facilities that are planned and designed to provide service for development resulting from

Development Activity and necessary for the use and convenience of the occupants or users of development resulting from Development Activity. "Project Improvements" does not mean System Improvements.

1.27 **"Proportionate Share"** means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **"Sanitary Sewer Master Plan"** a comprehensive plan to provide sanitary sewer within the Project as approved by the Ash Creek SSD.

1.29 **"Secondary Water Plan"** means a secondary water system as generally depicted on Exhibit "E" attached hereto and as approved by City.

1.30 **"Single-Family Uses"** means all permitted single-family residential uses shown on Table 10-13-1 of City's Land Use Ordinance, excluding Multi-Family Uses.

1.31 **"Site Plan"** means a site plan submitted for a Development Phase as provided in Sections 10-7-10 and 10-23-7D of City's Land Use Ordinance.

1.32 **"Storm Water and Drainage Control Plan"** means a comprehensive plan to provide storm water and drainage control within the Project as approved by City.

1.33 **"System Improvements"** means existing public facilities that are designed to provide services to service areas within the community at large; and future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large. "System improvements" does not mean Project Improvements.

SECTION II. PLANNED DEVELOPMENT OVERLAY

2.1 **Designation as a Planned Development.** In compliance with the requirements of Utah Code Ann. § 10-9a-501 et. seq., applicable provisions of City's Land Use Ordinance, and following a public hearing on November 3, 2005, City, pursuant to its legislative authority, approved the PDO Zone and the Preliminary Site Plan. City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Preliminary Site Plan and Design Guidelines are consistent with City's Land Use Ordinance and set forth densities, location of densities and Developer-offered amenities. Developer acknowledges that development of the Project is subject to all normally-applicable City processes and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration;

2.1.3 Culinary Water Master Plan;

2.1.4 Secondary Water Plan;

2.1.5 Sanitary Sewer Master Plan;

2.1.6 Storm Water and Drainage Control Master Plan; and

2.1.7 City's Standards and Specifications for Public Improvements.

2.2. Applicable Laws and Regulations. Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with City's Ordinances, regulations, requirements, and procedures established by and for City.

2.2.1 PDO Approval. The PDO Zone and the Preliminary Site Plan shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by City that prohibits or regulates the total number of residential dwelling units, land uses, and site improvements shown on the Preliminary Site Plan.

2.2.2 Sensitive Lands Ordinance. Pursuant to Section 10-24-3G1 of the Sensitive Lands Ordinance and Recitals J, K, and L set forth above, the Project shall not be subject to the Sensitive Lands Ordinance but shall incorporate the alternative methods listed below to protect sensitive lands. The specific application of such methods to any Development Phase, or a particular portion thereof, shall be reasonably determined by the City Engineer; provided, however, that such determination shall not have the effect of negating the rights or duties of Developer or Owners as provided in this Agreement.

2.2.2.1 Cuts and Fills. Retaining walls shall be provided as needed to stabilize cut and fill areas. Wherever possible, a combination of smaller cuts and fills shall be used instead a single larger cut or fill. Individual structures shall be located in a manner that minimize the need for cut and fill areas. Landscaping shall be provided to stabilize cut and fill areas and to create a natural-looking or better appearance.

2.2.2.2 Local Roads. In order to minimize cuts and fills for roads in sensitive lands areas, City acknowledges and agrees it has approved the cross section design of certain local roads in the Project as more particularly described on the "Road Cross Section Designs" attached hereto as Exhibit "H". Such roads shall be constructed according to City's Standards and Specifications for Public Improvements except as otherwise provided in Exhibit "H", the Development Guidelines, and this Agreement.

2.2.3 Land Use Applications. Except as provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of City's Land Use Ordinance in effect when a complete application is submitted.

2.2.4 Building Permits. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances relating to the construction of any structure in effect when such person or entity files with City a complete application for such building permit.

2.2.5 Later Enacted State or Federal Law. The rights and obligations of the Parties under this Agreement shall be subject to later enacted State and Federal laws and regulations, to the extent applicable to the Project.

2.3 Design Guidelines. Developer may establish Design Guidelines for each Development Phase, and if established, shall provide a copy of the guidelines to City when a Site Plan application is submitted to City for approval of such phase. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, City, prior to issuing any building permit for property within the Project, may request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

2.4 Zoning. The zoning for the Project shall be the R-1-10 (PD) zone which shall be shown on City's zoning map. The following development standards shall apply to the Project:

2.4.1 Maximum Development Area. The entire area of the Project shall be contained within the land described on Exhibit "A".

2.4.2 Residential Density. The total residential density permitted within the Project shall not exceed one thousand eight hundred eighty six (1,886) residential dwelling units. As shown on the Preliminary Site Plan, residential units are dispersed throughout the Project at varying densities, which may be modified by Density Transfers as provided in Paragraph 2.3.5 of this Agreement. A Development Phasing Table for the Project is attached hereto as Exhibit "F". The final density identified for each Development Phase is not yet specifically authorized by this Agreement and the Parties acknowledge that the density allowed in each Development Phase will be determined upon review and approval of a Site Plan for each such Development Phase.

2.4.3 Commercial Density. In Owners' sole discretion, the Project may include up to one hundred thousand (100,000) square feet of floor space of Commercial Uses in the locations shown on the Preliminary Site Plan. Following permission from Owners and subject to Developer's successful completion of all requirements and obligations herein, Developer shall be entitled to develop such Commercial Uses. The square footage for amenities located within the clubhouse for the Golf Course and residential community shall not be counted against the floor space authorized for Commercial Uses. Uses allowed within these locations shall be determined upon submission and approval of a Site Plan for such commercial development, if any.

2.4.4 Phasing. City acknowledges that Developer intends to submit multiple Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Development Phases. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as reasonably determined by City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress.

2.4.5 Density Transfers. Developer's transfer of density units from one Development Phase or more to others within the Project shall be approved provided that (a) the total density does not exceed the density authorized for the Project; (b) the proposed transfer does not assign any density to park or open spaces shown on the Preliminary Site Plan; (c) any compatibility standards for uses on adjoining parcels as set forth in City's Land Use Ordinance are satisfied; (d) in the event the property from which density units are transferred is not owned by the owner of the property to which the density units are transferred, the owner of the property from which units are transferred consents in writing to such transfer; (e) in the event either parcel is jointly owned, the Density Transfer is determined on a pro-rata basis unless mutually agreed otherwise between the owners of the applicable parcels, and (f) infrastructure is sufficient and available to meet the demands created by such transfer, as reasonably determined by City. Density transfers shall be initiated by notice to City from Developer which describes the Development Phase from which density is to be transferred, describes the Development Phase to which density is to be transferred and summarizes the impact of such transfer on infrastructure improvements. The Density Transfer shall be considered approved and complete when modification of a subdivision application submitted by Developer, including the extension or expansion of required infrastructure improvements, is approved by City.

2.4.6 Development Applications. Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by City's Land Use Ordinance, or any other City ordinance, include a statement of (a) the total number of residential dwelling units allowed in the Project under this Agreement; (b) the cumulative total number of residential dwelling units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of dwelling units and densities for which a permit is sought under the particular Development Phase application; and (d) the balance of residential dwelling units remaining allowable to the Project. Each commercial development application submitted by Developer and/or its assignees who have purchased portions of the Project shall include, in addition to those items required by City's Land Use Ordinance, or any other City ordinance, a statement of (a) the total number of square feet of land area of Commercial Uses allowed in the Project under this Agreement; (b) the cumulative total number of square feet of land area of Commercial Uses previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of commercial square feet of land area for which a permit is sought under the particular

Development Phase application; and (d) the balance of Commercial Uses square footage remaining allowable to the Project.

2.5 Consent of Owners. The Parties hereto recognize that the density configurations anticipated herein provide for greater density in certain portions of the Project and less density in other portions, and that some areas shall be designated by Owner as open space with no density. By executing this Agreement, each of the Owners consents to, according to the terms hereof, the restrictions this Agreement may impose on those portions of the Project owned by such Owner. Developer and Owners acknowledge that such restrictions may preclude development other than as herein permitted and Owners agree that all property owned by them within the Project is subject to and bound by the terms of this Agreement whether or not Developer hereafter acquires their property.

2.6 Recordation of First Final Plat. Developer shall record the approved Final Plat for the first Development Phase within one (1) year of Site Plan approval as required by Section 10-7-10(J) of City's Land Use Ordinance, subject to any extension authorized pursuant to Section 10-7-3(I) thereof.

SECTION III: GENERAL RIGHTS AND RESPONSIBILITIES

3.1 General Rights and Responsibilities of Developer.

3.1.1 Conditions of Approval and Impact Fees. With respect to the development of the Project, Developer accepts and agrees to comply with the plan examination, building and similar fees (excluding impact and connection fees) of City currently in effect, or as amended, and City agrees and represents that any such fee schedule will be applied uniformly within City or any service area of City, as applicable. Developer acknowledges the Project requires infrastructure supported by impact and connection fees and finds such fees to be a reasonable monetary expression of public facility improvements required to support the Project. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 below or a Reimbursement Agreement.

3.1.2 Reliance. City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and City's faithful performance of City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of City hereunder.

3.1.3 Vested Rights Granted by Approval of the PDO and Project. To the fullest extent permissible under the law, this Agreement grants and vests in Developer and Owners all rights, consistent with the PDO Zone Approval, the Preliminary Site Plan, and City's

Land Use Ordinance, to develop the Project according to the Preliminary Site Plan under applicable law as provided in Paragraph 2.2 of this Agreement. The Parties intend that the rights granted to Developer and Owners and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by City that Developer and Owners may assign all or portions of its rights under this Agreement and the PDO Zone Approval provided such assignees agree to be bound by the terms of this Agreement as provided in Paragraph 5.2, below.

3.1.4 Statement Regarding “Compelling, Countervailing Public Interests”:

City, Developer, and Owners acknowledge they are familiar with the “compelling, countervailing public interest” exception to the doctrine of vested rights in the State of Utah. City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, City is presently unaware of any material facts under which a desire of City to modify Developer’s or Owner’s rights under this Agreement or the Preliminary Site Plan would be justified by a “compelling, countervailing public interest.” City shall immediately notify Developer and Owners if any such facts come to City’s attention after the execution of this Agreement, and shall take all reasonable steps to maintain Owners vested rights as set forth in this Agreement or the Preliminary Site Plan.

3.1.5 Construction Mitigation. Developer shall provide the following measures, all to the reasonable satisfaction of City’s Engineer, to mitigate the impact of construction within the Project. Developer shall also adhere to the usual construction impact mitigation measures required by City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for approval of a Site Plan for any Development Phase:

3.1.5.1 Limits of disturbance, vegetation protection and the revegetation plan for all construction, including construction of public improvements (an NPDES permit being required on any construction involving a parcel in excess of one [1] acre in size).

3.1.5.2 Construction staging, on-site batch plants, and materials stockpiling and recycling to keep all excavated materials on one (1) or more sites during infrastructure and construction of any Development Phase of the Project. The location of such areas shall be approved by City prior to construction of a Development Phase.

3.1.5.3 Construction traffic routing plan to minimize traffic impacts on City roads and residential areas by requiring construction traffic to use roads approved by City.

3.1.5.4 Mitigation of dust throughout construction, pursuant to Rule R-307-205 of the Utah Administrative Code, applicable City Ordinances, and any other applicable statute or regulation.

3.1.5.5 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.

3.1.6 Demonstration of Ability. Developer or any Continuing Owner, as applicable, shall demonstrate that Developer (or such Continuing Owner) possesses or is reasonably certain to receive the financial resources (money, equity, loans, and the like) necessary to undertake and complete the Project's development or its portion thereof. If and at any time Developer or such Continuing Owner fail to perform their respective obligations under this Agreement, City may request, and Developer or a Continuing Owner shall provide, reasonable evidence that it still possesses or is reasonably certain to receive the financial resources necessary to continue the contemplated development within the Project.

3.1.7 Dedication of Infrastructure Improvements. Unless otherwise specifically provided herein, Developer shall dedicate, subject to the reimbursement obligations of the City as set forth in Paragraphs 3.2.2, 3.2.3, and 3.2.4 below, any System Improvements in the Project to City when such improvements are accepted by City.

3.2 General Rights and Responsibilities of City.

3.2.1 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development. City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Developer or Owners' legal detriment may render City liable to such remedies as may be available to Developer or Owners under such circumstances.

3.2.2 Project and System Improvements – Cost Sharing. Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. Developer shall also bear the initial cost of constructing System Improvements required as a result of the Project but shall be entitled to be reimbursed for the cost of such System Improvements except for Developer's Proportionate Share of System Improvements costs. System Improvements may include, but are not limited to, the following regardless of whether such improvements are located within the Project or off-site: easements and rights-of-way, road construction, curb and gutter and curb cuts, sidewalks, road signs, water distribution facilities, fire hydrants, storm drainage facilities, road signalization and telecommunications equipment and conduit, road lighting, electrical utilities, flood control facilities, bridges, parks, survey monuments, water rights, landscaping and revegetation.

3.2.3 Reimbursement Agreement. Prior to constructing any System Improvements required for the Project authorized by approval of a Site Plan, Final Plat, or other Land Use Application, Developer and City shall execute an agreement whereby Developer shall be reimbursed by City for the cost of constructing such System Improvements less Developer's Proportionate Share thereof. Developer shall furnish an estimate of the cost of constructing such System Improvements prepared by an engineer registered to practice in the State of Utah and approved by City. The reimbursement agreement shall assure that neither Developer nor City bears more than their respective Proportionate Share of the cost of System Improvements and shall take into consideration the provisions of Paragraph 3.2.4 below.

3.2.4 Impact Fee Credits. In the event Developer constructs, prior to the date an impact fee would be due, any System Improvements for which an impact fee is normally collected, Developer's cost of constructing such improvement shall be credited against the impact fee otherwise charged. Developer shall also be given a credit for impact fees for land and water source supplies dedicated to and accepted by City. In each instance, Developer shall submit to City invoices demonstrating the reasonable and verified costs incurred for such improvements/supply sources or appraisals indicating the fair market value of dedicated land and/or water source supplies. The amount of the credit shall be equal to the lesser of (i) the impact fee otherwise required, or (ii) the reasonable and verified costs of the improvements paid by Developer or, in the case of dedicated land, the fair market value of such land at the time of dedication. If an impact fee credit for dedicated land is calculated using the fair market value at the time of dedication, such credit shall be based on the amount of the impact fee payable at the time of dedication.

3.2.5 Compliance with City Requirements and Standards. Except as provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer and Owners acknowledge they shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

3.2.6 Power of Eminent Domain. City agrees that in the event Developer needs to obtain easements or rights-of-way for the purpose of constructing infrastructure improvements for the Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights-of-way, City, upon the request of Developer, may exercise its power of eminent domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse City for all reasonable expenses incurred in taking the requested action, including reasonable attorney's fees and costs.

3.2.7 Project a Part of City. The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as is any other development, resident, or occupant of City.

3.2.8 Cooperation of City. City may cooperate with Developer in connection with financing of certain aspects of the Project including without limitation creation of a special improvement district.

3.2.9 Irrigation Pond. City shall cooperate with Developer and negotiate in good faith to provide sufficient irrigation water for the operation of the Golf Course, a storage pond, an urban fishing pond and improved water features for the Project as described on the Preliminary Site Plan.

SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES

4.1 Water.

4.1.1 Developer's Obligations.

4.1.1.1 Water System. Developer shall, consistent with governmental requirements as of the date hereof, except as otherwise provided in Paragraph 2.2.5 of this Agreement, design, build, and dedicate to City culinary and secondary water facilities of sufficient size to serve the Project, according to City specifications and standards, including all distribution lines, fire flow, and irrigation needs for the Project. The facilities required to provide culinary and secondary water within a subdivision or Site Plan area shall be constructed and installed concurrent with the construction of other improvements in such subdivision or Site Plan area. Except for the irrigation system and facilities used solely in connection with the Golf Course, all facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by City, shall be owned, operated, and maintained by City.

4.1.1.2 Easements. As part of the preparation of a water storage and delivery system for culinary water and a secondary water system, Developer and Owners shall grant to City such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for City to introduce into, store in, and remove water from such ponds, streams, and lakes as may exist or be constructed by Developer or others within the Golf Course corridor of the Project for the secondary water system and designated storage water tank.

4.1.2 City's Obligations. Upon dedication, acquisition and/or acceptance by City of the water delivery system City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of City.

4.1.2.1 Reimbursement and Impact Fee Credits. Developer shall be reimbursed for water System Improvements costs as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 above.

4.1.2.2 Easements and Rights-of-Way for Water Distribution System. If needed and pursuant to Paragraph 3.2.6 above, City shall obtain from third parties the appropriate easements, rights-of-way, rights of entry, or other servitudes as may be necessary for the construction, placement and maintenance of the water distribution system's collection and transmission lines.

4.2 Sanitary Sewer Service and Facilities.

4.2.1 Developer's Obligations. The Project is located within the service boundaries of the Ash Creek SSD. Developer shall design, fund, and construct sewer and waste water collection systems to service the Project in compliance with all regulations and specifications of Ash Creek SSD. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be binding on Ash Creek SSD.

4.2.2 City's Obligations. City has accepted and adopted the standards and requirements of Ash Creek SSD and shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

4.3. Power.

4.3.1 Developer's Obligations. Developer shall, consistent with governmental requirements as of the date hereof, except as otherwise provided in Paragraph 2.2.5 of this Agreement, design, build, and dedicate to City an electrical power transmission system to service the Project. City shall reimburse Developer for City's Proportionate Share of Systems Improvements.

4.3.2 City's Obligations. Upon dedication, acquisition and/or acceptance by City of the electrical power transmission system, City shall provide all use areas served by such infrastructure within the Project with electrical power service at a level generally provided to other areas of City.

4.4 Transportation, Traffic Mitigation and Landscaping.

4.4.1 Developer's Obligations. Developer agrees to provide the following transportation and traffic mitigation measures:

4.4.1.1 Roads and Intersection Improvements. The Site Plan for each Development Phase shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to City. Road and intersection improvements may be located differently than shown on the Preliminary Site Plan so long as any such road connects to an existing or planned road which intersects or abuts the exterior boundary of the Preliminary Site Plan. Except as otherwise set forth in this Agreement and in the Development Guidelines, road and intersection improvements shall be constructed according to City's Standards and Specifications for Public Improvements in phases according to a schedule determined by Developer and approved by City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Development Phase. Prior to construction of any of such improvements, City shall reasonably review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Subject to reimbursement by City of its Proportionate Share of Systems Improvements, Developer shall dedicate such improvements to City upon completion and acceptance by City.

4.4.1.2 Reimbursement Agreements. Developer, in partnership with successors, assignees, adjoining landowners or acting alone, shall construct all roads required for the Project. Developer shall be reimbursed for road System Improvements costs as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 above.

4.4.1.3 Landscaping. Upon City's approval of each Development Phase, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Design Guidelines for such Development Phase. Developer shall have the right to determine the timing and/or sequencing of the installation of such landscaping improvements so long as all landscaping in a Development Phase is completed in conjunction with such phase. The Master Declaration shall include provisions which obligate the Master Association to provide continuous maintenance of any such landscaping, including landscaping provided in a public right-of-way pursuant to an agreement with City. Developer acknowledges that such landscaping shall be deemed a Project Improvement and that but for Developer's desire to provide such landscaping, City would not otherwise establish landscaping in a public right-of-way.

4.4.2 City's Obligations.

4.4.2.1 Road Rights-of-Way. City shall cooperate with Developer, as necessary, to obtain necessary road rights-of-way located outside the Project, including if required and as mutually agreed by City and Developer as provided in Paragraph 3.2.6 above, the exercise of eminent domain by City to insure the desired location of arterial, parkway and collector roads necessary for the Project. Developer and Owners shall grant, at no cost to City or each other, rights-of-way as set forth on the Preliminary Site Plan.

4.4.2.2 Road Design. Except as otherwise provided in Paragraph 2.2.2.2 above, regarding construction of local roads in sensitive land areas, City accepts the road design, as contained and provided in the Development Guidelines, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project. All roads in the Project shall conform to City's Standards and Specifications for Public Improvements except as otherwise shown on Exhibit "H" attached hereto and made a part hereof. City acknowledges the road cross section designs shown on Exhibit "H" vary from City's Standards and Specifications for Public Improvements and that such roads may be constructed as shown thereon.

4.4.2.3 Dedication. City shall accept the dedication of and thereafter maintain all arterial, parkway and collector roads in the Project so long as such roads are constructed in accordance with applicable City Standards and Specifications for Public Improvements, the Development Guidelines the Residential Road Profile, and are dedicated free and clear of liens and encumbrances.

4.5 Police and Fire Protection. City shall provide to all residential and nonresidential use areas in the Project, police and fire protection services.

4.6 Park and Open Space Areas.

4.6.1 Developer's Obligations. In recognition and consideration that City shall be required to provide and improve park and recreational amenities, as practical, within the Project, the Parties agree as follows:

4.6.1.1 Parks Sites, Trails, Ponds and Open Areas. Owners and Developer have provided for approximately two hundred forty nine (249) acres of open areas within the Project, including, but not limited to, one hundred sixty (160) acres for the Golf Course, forty (40) acres of recreational open space, Sullivan's Knoll, public trails, a public fishing pond and multiple park areas of varying sizes as shown on Exhibit "G" attached hereto.

4.6.1.2 Conveyance to City. Developer and Owners shall convey to City fee title to a minimum of thirty-four (34) acres of park land within the Project based on City's ratio of six (6) acres of park land per one thousand (1,000) residents (the "Minimum Park Land Requirement"). The Minimum Park Land Requirement is based upon an assumption of three (3) persons per dwelling unit multiplied by a minimum of one thousand eight hundred eighty six (1,886) dwelling units in the Project, yielding a Project population of approximately five thousand six hundred fifty-eight (5,658) persons ($5,658 \times 6 = 33,948$ park land acres required [rounded to 34 acres]). Park land shall be conveyed by special warranty deed, at no cost to City, free and clear of liens and encumbrances, except non-delinquent taxes, easements, covenants, conditions and restrictions and rights-of-way of record, for park sites as described on the Preliminary Site Plan and Exhibit "G" attached hereto. Developer (or any Owner directly deeding such land to City) shall be entitled to reimbursement as provided in this Agreement, including Paragraphs 3.2.2, 3.2.3, and 3.2.4 above, for improvements made to the park sites and for land conveyance beyond the Minimum Park Land Requirement. Developer (or Owners) and City shall negotiate in good faith regarding the amount of the reimbursement, including sums expended by Developer (or Owners) for improvement of public park areas. City acknowledges and agrees that, under the terms of this Agreement, the land being conveyed to City in the Project for parks and open spaces substantially exceeds the minimum requirements of City for open area and green space.

4.6.1.3 Private Parks - Timing of Construction. The largest proposed park is approximately three to four (3-4) acres in size. Those areas smaller than three (3) acres noted on the Preliminary Site Plan and/or Exhibit "G" as "Park" shall be deemed private parks and shall be completely developed by Developer primarily for use by Project residents. Each private park shall be developed and available for use upon occupancy of seventy-five percent (75%) of the dwelling units in a Development Phase which includes the park. The acreage of such private parks shall be included in open space requirements applicable to the Project. Park land acreage shall be identified on the Site Plan for each Development Phase.

4.6.1.4 Public Parks - Timing of Conveyance. Public park land may be conveyed to City at any time, but no later than the recording of a subdivision plat for the nearest neighborhood area adjacent to a park identified on Exhibit "G" attached hereto. Public park land may also include Sullivan's Knoll and a public fishing pond. Developer shall provide curb, gutter, and sidewalk where a public park abuts a public or private road.

4.6.1.5 Trails Plan. Numerous trails are identified on the Preliminary Site Plan. A preliminary trails plan with specific design standards, along with a schedule for improvement, shall be provided prior to the first Development Phase of the Project which preliminary trails plan shall be subject to revisions and changes and thereafter finalized as each

Development Phase is completed. The trails plan shall differentiate between public and private trails. Public trails shall be provided consistent with City's Master Trail Plan. Any public trail planned as of the date hereof which is intended to connect to the boundary of the Project shall be continued through the Project as a public trail.

4.6.1.6 Golf Course. To add an open space amenity to the Project, Developer, together with the applicable Continuing Owner, shall establish a Golf Course within the Project as generally shown on the Preliminary Site Plan. Golf Course land shall be credited as open space within the Project. Such land shall not be conveyed to City, but shall be owned by Developer, one (1) or more Owners or other third party or their successors and assigns.

4.6.2 City's Obligations.

4.6.2.1 Park Facilities. Upon dedication and acceptance by City of public park and trail areas shown on the Preliminary Site Plan, City shall provide to all residential and nonresidential use areas within the Project, trails, and park, and recreational services at a level generally provided to other areas of City, subject to Developer's obligations as set forth herein.

4.6.2.2 Use of Park and Recreation Impact Fees. As permitted by applicable Utah law and City Ordinances, and as practical as determined by City, City shall use park impact fees received as a result of the Project to improve public parks and trails located within the Project. Said impact fees shall be collected as provided in City's Ordinances. City acknowledges Developer shall not be required to pay impact fees otherwise imposed on Developer for park System Improvements constructed by Developer as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 above.

4.7 Miscellaneous Utilities.

4.7.1 Developer's Obligations. Developer shall be responsible for providing miscellaneous utility infrastructure to service the Project including, but not necessarily limited to, the following:

4.7.1.1 Storm Drainage. Prior to approval of a Final Plat for any Development Phase, Developer shall prepare a Storm Water and Drainage Control Plan, consistent with any storm water master plan as may be approved by City. At a minimum the Storm Water and Drainage Control Plan shall identify (a) needed storm water detention/retention and transportation facilities within such Development Phase and/or off-site drainage basins and/or sub-basins, including sizing based on a one hundred (100) year storm; and (b) when such improvements will be provided.

4.7.1.2 Gas. If reasonably required by Questar Gas consistent with similar projects in the area, Developer shall provide design and engineering for natural gas to be provided by Questar Gas.

4.7.1.3 Other Utility Services. Except to the extent Developer constructs telecommunications improvements which shall be owned by Developer and/or Owners, Developer shall install telephone and cable television, and telecommunication facilities within the Project as may be required by providers of such services.

4.7.1.4 Infrastructure Easements. Subject to reimbursement by City of its Proportionate Share, Developer and Owners shall provide and/ or dedicate to City, Developer or other Owners, as applicable, all reasonable easements, rights-of-way, rights of entry, or other servitudes as may be necessary to install and maintain infrastructure required for the Project (excluding telecommunications improvements which shall be owned by Developer and/or Owners).

4.7.1.5 Undergrounding of Utility Lines. Developer acknowledges that all utility lines, conduits, pipes, maintenance or service stations and pump houses shall be installed underground, to the extent that such installation (a) is reasonably practicable, (b) falls within the parameters of City specifications except as otherwise provided for in this Agreement, (c) complies with applicable federal, state and local law, regulation, and ordinance, except as otherwise provided for in this Agreement, and (d) meets industry standards and practice.

4.7.2 City's Obligations. Subject to the location of existing or planned improvements, City agrees to dedicate easements and infrastructure on property owned by City as may be necessary to connect, link, construct or accommodate such utility improvements in the Project.

4.8 Public Trails. Developer and/or Owners, as applicable, shall construct and dedicate public trails shown on the Preliminary Site Plan. Such trails shall be constructed to the standards reasonably set forth in the Design Guidelines.

4.9 Maintenance of Common Areas, Trails, Detention Ponds and Road Landscaping. Developer shall create a homeowners association for the Project, which shall have the responsibility to maintain all common areas, private trails, detention or retention ponds, and road landscaping on collector and arterial roads.

SECTION V. GENERAL PROVISIONS

5.1 Binding Effect. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest. A successor in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement, a zoning classification, or benefits relating to other portions of the Project to which the successor does not hold title. The obligations of Developer and Owners under this Agreement are enforceable by City, and no Continuing Owner shall or may be a third party beneficiary of such obligations unless specifically provided in this Agreement.

5.2 Change in Developer. Developer acknowledges that its qualifications and identity are of particular concern to City, and that it is because of such qualifications and identity that City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that, prior to the contemplated completion of the terms of this Agreement, Developer shall not convey, assign, or dispose of ("Transfer") the Project to another developer other than Summit Development & Management, LLC, a Utah limited liability company, except as provided in this Paragraph 5.2, unless the proposed replacement developer (through its principals) has financing and skill reasonably satisfactory to City to take over the contemplated development of the Project. Any replacement developer shall provide City with documentation of the expertise and financial capability of its principals. In the event of a Transfer of the Project, or any portion thereof, Developer and the transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer an agreement satisfactory to City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by City. Alternatively, prior to such Transfer, Developer shall obtain from the transferee a letter (i) acknowledging the existence of this Agreement and (ii) agreeing to be bound thereby. Said letter shall be signed by the transferee, notarized, and delivered to City in connection with the Transfer. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, a Transfer by Developer of individual subdivision lots within the Project to a builder, individual or other developer shall not be deemed to be a Transfer subject to the above requirement for approval.

5.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) City, Developer and Owners hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, Developer and/or any Owner, and (iii) nothing contained herein shall be construed as creating any such relationship among City, Developer and/or any Owner.

5.4 Consent. In the event this Agreement provides for consent from City or Developer or Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

5.5 Process for Modifying the PDO.

5.5.1 Intent. City acknowledges that the PDO Zone Approval and Preliminary Site Plan is a generalized depiction of the proposed development of the Project with specific land uses permitted as shown on the Preliminary Site Plan. This Agreement contemplates that Developer may modify the Preliminary Site Plan so long as the total density allowed, land uses permitted depicted and described in the Preliminary Site Plan are not changed or increased. Subject to this limitation, and as provided in this paragraph and other related provisions

throughout this Agreement, Developer is specifically entitled to, and City hereby grants to Developer, the right to change and/or adjust the exact location of various development uses and densities under the provisions of this Agreement between or among Development Phases shown on the Preliminary Site Plan, or any amendment approved pursuant to this paragraph. The purpose of this provision is to allow Developer the opportunity to change the configuration of uses shown on the Preliminary Site Plan to reflect future changes in economic factors, development, ownership or other relevant matters so long as such changes do not require the uncompensated relocation of public improvements which have been constructed or which materially and adversely impact other public improvements depicted and planned on the Preliminary Site Plan, as reasonably determined by City. Any proposed modification of the Preliminary Site Plan which increases the total density allowed or adds other land uses or property not depicted or described in the Preliminary Site Plan shall be accomplished only as provided in Section 10-23-7 and other related sections of City's Land Use Ordinance, as amended.

5.5.2 Submittal of Form. If Developer or its successors and assigns, desire to modify the Preliminary Site Plan as described in Paragraph 5.51 above, Developer shall submit a Preliminary Site Plan Modification Application together with any required fee to City. Any modifications which, after consultation with City's staff, are deemed to be within the scope of modifications permitted by Paragraph 5.5.1, as reasonably determined by City, may be modified by Developer by providing City with a modified Preliminary Site Plan containing the revision date and supplemental summary referencing the revision date. Said supplemental summary shall briefly detail the changes made to the modified Preliminary Site Plan. Said modifications shall be deemed effective upon receipt by City of a modified Preliminary Site Plan and the supplemental summary.

5.5.3 City Acceptance of Preliminary Site Plan Modification Application. City shall have fifteen (15) calendar days after submittal of a Preliminary Site Plan Modification Application to inform Developer whether City considers the Preliminary Site Plan Modification Application to be complete. If City does not notify Developer in writing of any additional information required to complete the application, the Preliminary Site Plan Modification Application shall thereafter be deemed complete. If City determines the Preliminary Site Plan Modification Application is not complete as submitted, City shall notify Developer in writing within the fifteen (15) days specifying in detail any incomplete or missing information. If City does not notify Developer in writing within fifteen (15) days after submittal of the additional information requested, the Preliminary Site Plan Modification Application shall be deemed complete. If City determines that the required additional information for the Preliminary Site Plan Modification Application is not complete as submitted, City shall notify Developer in writing within fifteen (15) days thereafter and shall specifically identify the additional information required to complete the Preliminary Site Plan Modification Application.

5.5.4 City Review. City shall have forty five (45) calendar days to review the changes proposed in the Preliminary Site Plan Modification Application after said application is accepted as complete or deemed complete. If City does not object within forty five (45) days, the final completed Preliminary Site Plan Modification Application shall be deemed accepted by

City and shall constitute a modification of the PDO Zone Approval and Preliminary Site Plan, provided that any such modification conforms to applicable law set forth in Paragraph 2.2 of this Agreement.

5.5.5 City's Objections. If City objects to the Preliminary Site Plan Modification Application, City shall specify in writing with reasonable detail the reasons City believes that the proposal is not consistent with City's General Plan or other policies, plans and ordinances of general applicability allowed by this Agreement and the vested rights conveyed by this Agreement.

5.5.6 Mediation. City and Developer shall meet within fifteen (15) calendar days ("Mediation Deadline"), after receiving an objection asserted by City pursuant to the preceding paragraphs, to mediate and resolve all outstanding issues.

5.5.7 Arbitration. If City and Developer are unable to resolve the issues via mediation pursuant to the preceding paragraphs, by the Mediation Deadline, the Parties shall attempt within seven (7) days to appoint a mutually acceptable land use planning expert to arbitrate the terms of the Preliminary Site Plan Modification Application. The Party requesting the arbitration shall pay the fees to initiate the arbitration. If the Parties are unable to agree on a single acceptable arbitrator they shall each, within seven (7) additional days, appoint their own individual land use planning expert. These two land use planning experts shall, between them, choose the single arbitrator within the next seven (7) calendar days. The chosen arbitrator shall within fifteen (15) days, review the positions of the Parties regarding the Preliminary Site Plan Modification Application and issue a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, after consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties and shall constitute an approved modification of the PDO Zone Approval and the Preliminary Site Plan. As part of the arbitrator's decision, the arbitrator shall determine the payment of the arbitrator's costs based on to the success or failure of each Party's position in the arbitration.

5.6 No Obligation to Undertake Development. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer or any Owner an obligation or affirmative requirement to develop the Project or any portion of an Owner's property. If Developer undertakes to develop all or any portion of the Project pursuant to the Preliminary Site Plan and this Agreement, Developer and each Owner of the affected property being developed agree to abide by the terms and conditions of this Agreement and the Preliminary Site Plan.

SECTION VI. MISCELLANEOUS

6.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

6.3 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

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

6.5 Further Assurances, Documents and Acts. Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer or the Owners to any other party, individual or entity (except an approved replacement developer) without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of City under this Agreement shall not be assigned, but City is authorized to enter into a contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such Party adequately and reasonably maintains and operates such facility or improvement.

6.7 Recording. No later than ten (10) days after this Agreement has been executed by City, Developer, and Owners it shall be recorded in its entirety, at Developer's expense, in the Official Records of Washington County, Utah.

6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.9 Notices. Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless transmission is confirmed and a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may

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at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Owners: Toquerville Enterprises, LLC
Attn: Vyonne S. Mendenhall
1701 Duneville Street
Las Vegas, Nevada 89146
Fax No.: (702) 878-4874

Summit-Hurricane Development, LLC
Attn: Heath Johnston
1270 W 1130 S, Suite 145
Orem, UT 84058
Fax No.: 801-764-9874

If to Developer: Summit Development & Management, LLC
Attn: Heath Johnston
1270 W 1130 S, Suite 145
Orem, UT 84058
Fax No.: 801-764-9874

If to City: Hurricane City
c/o City Manager
147 North 870 West
Hurricane, Utah 84737
Fax No: (435) 635-2184

With a copy to: Fay Reber, Esq.
260 West St. George Blvd, #205
St. George, Utah 84770 City of Hurricane
Fax No: (435) 628-7680

6.10 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns, subject to the provisions of Paragraph 5.1 above. No other Party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.11 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original. This Agreement consists of twenty-nine (29) pages, and the eight (8) exhibits identified below, which together constitute the entire understanding and agreement of the Parties to this Agreement.

Exhibit "A" Legal Description of Project
Exhibit "B" Preliminary Site Plan

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Exhibit "C" Planning Commission Recommendation of Approval, Application # 2005-71, October 26, 2005
Exhibit "D" City Council Approval, Application # 2005-71, November 3, 2005
Exhibit "E" Secondary Water Plan
Exhibit "F" Development Phasing Table
Exhibit "G" Open Space and Parks Map
Exhibit "H" Road Cross Section Designs

6.12 Duration. This Agreement shall continue in force and effect until all public and private infrastructure improvements in the Project have been constructed and accepted as complete by City and certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that this Agreement shall become null and void if (i) initial construction of the infrastructure in a Development Phase does not begin within five (5) years of the date of this Agreement, or (ii) construction and development cease for a period of ten (10) consecutive years during the term of the Agreement. Upon the happening of either of such events, all approvals or development rights and obligations of City shall lapse unless extended for up to ten (10) years by City's City Council. Upon the termination of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

6.13 No Further Exactions. Subject to the obligations of Developer and Owners hereunder, no further exactions shall be required of Developer or Owners by City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

6.14 Good-Standing; Authority. The Parties warrant and represent as follows:

6.14.1 Developer. Developer hereby represents and warrants to City: (a) Developer is registered business entity in good standing with the State of Nevada; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

6.14.2 Owners. Owners hereby represent and warrant to City: (a) Owners are registered business entities in good standing with the State of Nevada; (b) the individuals executing this Agreement on behalf of Owners are duly authorized and empowered to bind Owners; and (c) this Agreement is valid, binding, and enforceable against Owners in accordance with its terms.

6.14.3 City. City hereby represents and warrants to Developer and Owners that: (a) City is a Utah municipal corporation; (b) City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 et seq), and City's Land Use Ordinances to enter into and be bound by this Agreement; (c) the individual

executing this Agreement on behalf of City is duly authorized and empowered to bind City; and (d) this Agreement is valid, binding, and enforceable against City in accordance with its terms.

6.15 Acknowledgment. By their signatures below, each Owner acknowledges that the respective parcels of property owned by such Owner at the time of execution of this Agreement shall be subject to all of the terms and conditions of this Agreement upon execution of this Agreement by all Parties. City, Developer and each Owner further acknowledge that all rights and obligations of Developer herein shall also mean the right and obligation of each Continuing Owner, except those rights and obligations set forth in Paragraph 5.5 and except as specifically provided otherwise herein.

6.16 Failure to Execute. The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Preliminary Site Plan shall be modified to remove that parcel and the applicable density and infrastructure.

6.17 Concurrency. City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, City shall not be obligated to approve a Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

6.18 Indemnification. Developer, Owners, and City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer, Owners, or City, as the case may be, or their respective officers, agents, employees or consultants.

6.19 Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

6.19.1 Termination. If City elects to consider terminating this Agreement due to an uncured Default by Developer, then City shall give to Developer written notice of City's

intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.

6.19.2 No Monetary Damages Relief Against City. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In the event specific performance is not available as a remedy to Developer for the City's breach hereof, then Developer shall be entitled to pursue any and all remedies at law or equity.

6.20 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.21 Enforcement. The Parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

6.22 Severability; Invalidity. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

6.23 Force Majeure. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent

that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.24 Nondiscrimination. Neither City nor Developer nor any Owner, nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

6.25 No Waiver of Governmental Immunity. Nothing in this Agreement is intended to, or shall be deemed, a waiver of City's governmental immunity.

6.26 Institution of Legal Action. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fifth District Court, State of Utah, or in the Federal District Court for the District of Utah.

6.27 Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.28 Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer and/or Owners to be in Default as provided in Paragraph 6.19 of this Agreement. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a Default under this Agreement.

6.29. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

Exhibit "A"
Painted Hills Collina Tinta
Legal Description of Project

Painted Hills Collina Tinta
Development Agreement
08-02-06

EXHIBIT 'A'

LEGAL DESCRIPTION

Beginning at the Northwest Corner of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence along the Section line South 89°43'42" East 1,688.58 feet; thence South 00°01'00" West 208.71 feet; thence South 89°43'42" East 208.71 feet; thence North 00°01'00" East 208.71 feet to the North Section of said Section 4; thence along said Section line South 89°43'42" East 65.85 feet; thence South 00°00'05" East 405.02 feet; thence North 89°59'55" East 236.70 feet; thence South 32°44'48" East 802.71 feet; thence South 00°13'28" West 1,718.18 feet; thence South 89°52'53" East 2,392.27 feet; thence South 00°17'42" West 560.86 feet; thence South 89°50'57" East 247.50 feet to the East Section line of said Section 4; thence along said Section line South 00°17'41" West 757.13 feet North 89°50'57" West 1319.08 feet; thence South 00°15'32" West 1318.25 feet to the South Section line of said Section 4; thence along the Section line North 89°49'00" West 1318.50 feet to the South Quarter Corner of said Section 4; thence along the Section line North 89°49'00" West 2,636.30 feet to the Southwest Corner of said Section 4; thence along the Section line North 00°14'51" East 1,316.02 feet; thence North 89°45'29" East 1,321.80 feet; thence North 00°14'51" East 1,317.75 feet; thence North 00°11'38" East 2,800.60 feet to the North Section line of Section 5, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence along said Section line South 89°46'40" East 1320.18 feet to the point of beginning.

Contains 24,379,912 Square feet or 559.68 Acres

H-3-2-4-4401

H-3-2-4-4201

H-3-2-4-3201

H-3-2-4-215

H-3-2-5-1101

Exhibit "B"
Painted Hills Collina Tinta
Preliminary Site Plan

Painted Hills Collina Tinta
Development Agreement
08-02-06

LEGAL DESCRIPTION

[illegible]

CALVIN & MONA LOWE
(AGRICULTURAL)

CALVIN & MONA LOWE
(AGRICULTURAL)

COLLINA TINTA
PRELIMINARY SITE PLAN
EXHIBIT 'B'

PSOMAS
1173 SOUTH 250 WEST SLATE 308
ST. GEORGE, UT 84770
(435) 638-8812 (435) 673-7201 (FAX)

OWNER:
Toucanne Enterprises, LLC
1201 Duane Street
Las Vegas, NV 89146

DEVELOPER:
Surrett Management, LLC
1270 N. 1150 S. Suite 145
Orem, UT 84058

CIVIL ENGINEERS:
PESQUERA
720 South 600 West
Suite B 110
Salt Lake City, UT 84119
(203) 623-8812

DEVELOPER:
Summit Development & Management, LLC
1270 W 1150 S, Suite 145
Orem, UT 84058

OWN, ENGINEER:
PSC&S
128 South River Road
Suite B 110
St. George, UT 84790
(435) 625-8812

Exhibit "C"
Painted Hills Collina Tinta
Planning Commission Recommendation of Approval
Application # 2005-71
October 26, 2005

Michael Snow came forward and stated he is working with the Wilson's on the Autumn Hills project. He said in reading through this ordinance it will make 2/3 of the Wilson property non-developable. He asked what destination resort means?

Mark Owens of Land Mark testing came forward. He stated he is a geologist and has served on the review committee for Sensitive Lands in St George for a couple of years. He indicated that Gerold Pratt asked him to come to this meeting. He indicated there needed to be some definitions in the ordinance for Bluffs, Ridges. He also said the fault line is not defined at this time only inferred. He indicated he felt that a beginning slope of 15% would be reasonable.

Dean McNeill asked Mr. Owens if he would submit his comments in writing?

Kurt Wilson who is also involved with the Autumn Hills project said he is opposed to the ordinance as it is written, because it will severely limit their ability to develop their property on the hill.

Frank Lindhardt asked what the City is trying to accomplish? The developers need to be required to cover up the scarring on the hills so they will want to move off the slopes. Retaining walls and covering up the cuts should be considered our friends. He indicated developers are already required to build to a D-1 zone. He asked what else would be required if they are already building to this requirement. He said the City would need a review committee to administer this ordinance.

Duane Stout came forward to read a letter he and his partners wrote and presented to the Planning Commission concerning this ordinance. The letter requested some changes to the ordinance.

Kathleen McCallister came forward and stated she would not like to see townhomes all along the ridges as on 20th East in Salt Lake City. She said she would like to see us keep the natural beauty that surrounds this area.

Dean McNeill made a motion to close the Public Hearing and open the regular meeting. Mike Jensen seconded the motion. All approved.

Mike Jensen made a motion to continue the Public Hearing for the Sensitive Lands Amendment to the General Plan and the Land Use Ordinance until the City received the maps showing the true 2-foot contours, which will better define what properties will be considered sensitive land. Duane Beecher seconded the motion. All approved.

Gerold Pratt made a motion to close the regular meeting and open the Public Hearing. Vera Hirschi seconded the motion. All approved.

Application #2005-71 Zoning map amendment adding a Planned Development Overlay zone to an existing Single Family Residential 10 (R1-10) base zone. The subject 560-acre property is located south of Painted Hills Unit I, and south of the end of Rlington Parkway (2260 West), on, and east of Sullivan's Knoll, north of a westerly extension of 1300 South, and west of the southerly extension of 1150 West Street. Applicant Toquerville Enterprises.

Bob Britzman came forward and stated this application was continued from the last meeting by the Planning Commission to clarify some items in the Development Agreement. The first being what they consider the Cinder Knoll to be. The applicant was going to present some information on this but it has not yet been seen. The second item is they were going to address the density not allowed by the ordinance. The third item needed was a yield plan, which they have presented in part. Bob stated Staff's summary and recommendation is divided into 3 parts as follows:

A.) PDO rezoning:

Staff believes the Planning Commission can make a reasonable finding that the density proposed complies with the intent of the General Plan, and that the yield plan analysis is adequate. There still may be a conflict with the General Plan policy to leave the Cinder Knoll in an undeveloped state. The applicant should be submitting information to support their position at the meeting. As an option to the Cinder Knoll issue, a condition could be added to the Development Agreement, which specifically precludes development on the Cinder Knoll, with the boundaries of the Cinder Knoll to be determined prior to approving a final site plan / preliminary plan in the area.

B.) Preliminary Site Plan:

The Preliminary Site Plan per Section 10-7-10 D 2b. does not create any vested rights to development. However, its approval as a companion document with the PDO zone does imply some level of acceptance. It is a plan that is not cast in stone and changes will likely occur over time as a result of either applicant or City action. Regardless, in the approval of the Preliminary Site Plan, the Planning Commission should mention that it is contingent on the provisions included in the Development Agreement.

C.) Development Agreement:

The attached "Draft Development Agreement Concepts" exhibit lists those concepts that staff recommends be incorporated into the Development Agreement, in addition to other standard language recommended by the City Attorney. If the Planning Commission agrees with these concepts, your motion should include referral of the Draft Development Agreement Concepts to the City Council for incorporation into the Development Agreement, and signing of the agreement by the applicant before the Council takes final action on the PDO zone.

Mr. Britzman said there are 13 stipulations that will need to be met for the Preliminary Plat approval. He said if any of those 13 stipulations were not met the applicant would need to start over or if there were a substantial change they would need to come back in and start over.

Vyonne Mendenhall came forward and said this is not a new project they are working on. She indicated they have been working on this project since before the General Plan was formulated with Mr. Jeff Winston. An exhibit as a definition of the Cinder Knoll was handed out, which she said would be included as a part of their development agreement. She said their yield plan specified the density bonuses could be transferred to other property. A traffic study is being done and will be adhered to per the engineers recommendations, which also part of the Development Agreement. She said she could not respond to the 13 items because she did not have that list, but Danny with PSMOS met with Mr. Britzman has that list. He will address each one of those items on the plat but the Preliminary Plats cannot happen until the PDO zoning is in place.

Danny with PSMOS came forward and said they will not be build on top of the knoll. He handed out a copy of a revised yield plan analysis. He asked Mr. Britzman to define "substantial change"?

Jerry Spilsbury came forward and said he has been in the building industry for 40 years and indicate he feels it is reasonable to ask for the ability to move forward with the conditions set.

Duane Beecher made a motion to close the Public Hearing and open the regular meeting. Vera seconded the motion. All approved.

Mac J. Hall came forward and stated they have worked hard to make the PDO work for tonight's meeting.

Bob Petersen said that in the Development Agreement it states they will donate 16 acres for parks. He said he felt there should be a clarification of where those parks will be and the size of each one.

Dean McNeill suggested because of the pending Sensitive Lands Ordinance it puts the Development at a significant risk.

Vyonne Mendenhall said this would not be a problem and it all would be worked out.

Mayor Hirsch called for a point of order because the Public Hearing had been closed and thus the time for public comment was over.

Council John Bramall said he as a City Councilman has not seen anything that would keep him from not being able to approve this subject to approval of the Development Agreement. He said he was not uncomfortable with the PDO because they should be able to meet the requirements for open space and parks, since 240 acres will be golf course and parks.

Gerold Pratt made a motion to recommend approval to the City Council of application # 2005-71, with the recommendation the approval be divided into 3 parts. A.) PDO rezoning: be approved if the City Council finds the exhibit presented on the cinder knoll to be consistent with the General Plan and subject to the approval of a Development Agreement. Vera Hirschi seconded the motion. All approved.

Gerold Pratt made a motion to recommend approval to the City Council for application #2005-71, B.) Preliminary Site Plan contingent on the provisions included in the Development Agreement. Mike Jensen seconded the motion. All approved

Gerold Pratt made a motion to recommend approval to the City Council of application #2005-71, C.) Development Agreement with the staff recommended concepts incorporated into the Development Agreement, and signing of the agreement by the applicant before the Council takes final action on the PDO zone. Mike Jensen seconded the motion. All approved.

Application#2005-73 A preliminary plat in Painted Hills Phase II (Grand Canary Subdivision) for 75 lots on 19.076 acres, located southerly of the extension of 1760 West. Applicant Toquerville Enterprises

Mike Jensen made a motion to recommend approval to the City Council of application # 2005 -73, for Preliminary Plat subject to City Council's approval of the PDO and to the 13 items listed in Staff comments for this application being addressed as well as all other State and City ordinances being met. Bob Petersen seconded the motion. All approved.

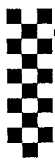
Application #2005-74 A preliminary plat in Painted Hills Phase II (Tacora Subdivision) for 43 lots on 15.1 acres located southerly of the extension of 1760 West. Applicant Toquerville Enterprises.

Bob Petersen made a motion to recommend approval to the City Council of application # 2005-74, for Preliminary Plat subject to City Council's approval of the PDO, and the 13 items listed in Staff Comments for this application being addressed as well as all other State and City ordinances being met. Vera Hirschi seconded the motion. All approved.

DISCUSSION of Sensitive Lands Amendment

There was a question asked if we should add a statement to the Sensitive Lands Ordinance that if a superior plan is provided it would be considered?

Exhibit “D”
Painted Hills Collina Tinta
City Council Approval
Application # 2005-71
November 3, 2005



COUNCIL 11-3-05

he objected to several story buildings on the ridges. He asked if the approval tonight is a commitment to the density. Ms. Mendenhall said they would like to get a density credit on this project and transfer the added density to another property. She stated they have not yet completed a full yield analysis.

Where is the drainage going? Mrs. Mendenhall said the development will retain on site according to a hydrology study started by Psomas Engineering. A representative said they will do a 500 year study and retain all but a 10 year storm. He said there will be less water coming down during storms than there is now. They plan to capture storms and put the run off into the detention ponds.

Ethelyn Humphries made a motion at 7:18 p.m. to close the Public Hearing and re-open the regular meeting, seconded by John Bramall. Motion unanimously approved.

Discussion and possible approval of intent to approve a zone change for Painted Hills Phase II from R-1-10 to PDO Overlay

Ethelyn Humphries said it is a nice plan. She said she understands there is a long way to go yet and the developers are working with the City. The development agreement is key and she realizes there are many things that need to be adjusted. She stated she is in favor of the development. Fay Reber said there are many things to go over before the agreement and the plan are finalized.

Bob Britzman said there are basically three different issues with this project. The PDO zone allows the developers to move the overall density around. The plan is the preliminary site plan. This plan is very conceptual. They are waiting for the traffic study to decide on 400 South. Each phase must come back if the PDO is approved. The final site plan will address landscaping issues and design standards. He pointed out that the photographs shown tonight are not part of the application but are an indication of the direction the development is going. The developers are willing to work with staff and attorneys.

Fay Reber recommended that the Council made a motion to the effect that they will adopt the he PDO zoning at such time as the development agreement is approved. The PDO zoning would then be applied when the development agreement is accepted by the Council.

Preliminary site plan does have 14 conditions. The individual subdivision plats must have the PDO zoning to go into effect and that cannot happen until the development agreement is finalized. Every phase will then go through site plan approval.

Fay Reber said the Council could approve the PDO zoning tonight if they feel comfortable enough to do it. He recommended that their motion to approve the zoning should clearly state that the zoning would not take effect until such time as the development agreement is executed and approved.

COUNCIL 11-3-05

Larry LeBaron made a motion to approve the PDO zoning with the understanding the zoning will not take effect until a development agreement is executed and approved by the City Attorney and City Council, seconded by Glenwood Humphries. Motion unanimously approved.

Ethelyn Humphries said she is excited about this approval and this plan. John Bramall stated he would not be in favor of transferring density. Wilbur Jennings warned against density transfers.

Fay Reber said the current proposed development agreement includes language that does allow a transfer of densities to other properties outside this project.

Consideration and possible approval of a preliminary plat for Grand Canary Subdivision located within Painted Hills Phase II - Toquerville Enterprises applicant

Bob Britzman said the Planning Commission recommended approval be given subject to compliance with 14 conditions included in the staff recommendations and subject to approval of the PDO zone change.

Fay Reber said everyone must understand that if an acceptable development agreement is never approved, this approval becomes null and void.

Ethelyn Humphries made a motion to approve the preliminary plat based on the 14 items from the Planning Commission and the legal issues including approval of a development agreement, seconded by Danny Campbell.

Ethelyn Humphries amended the motion to substitute the words "subject to" for the words "based on", seconded by Danny Campbell. Motion unanimously approved.

Consideration and possible approval of a preliminary plat for Tacora Subdivision located within Painted Hills Phase II - Toquerville Enterprises applicant

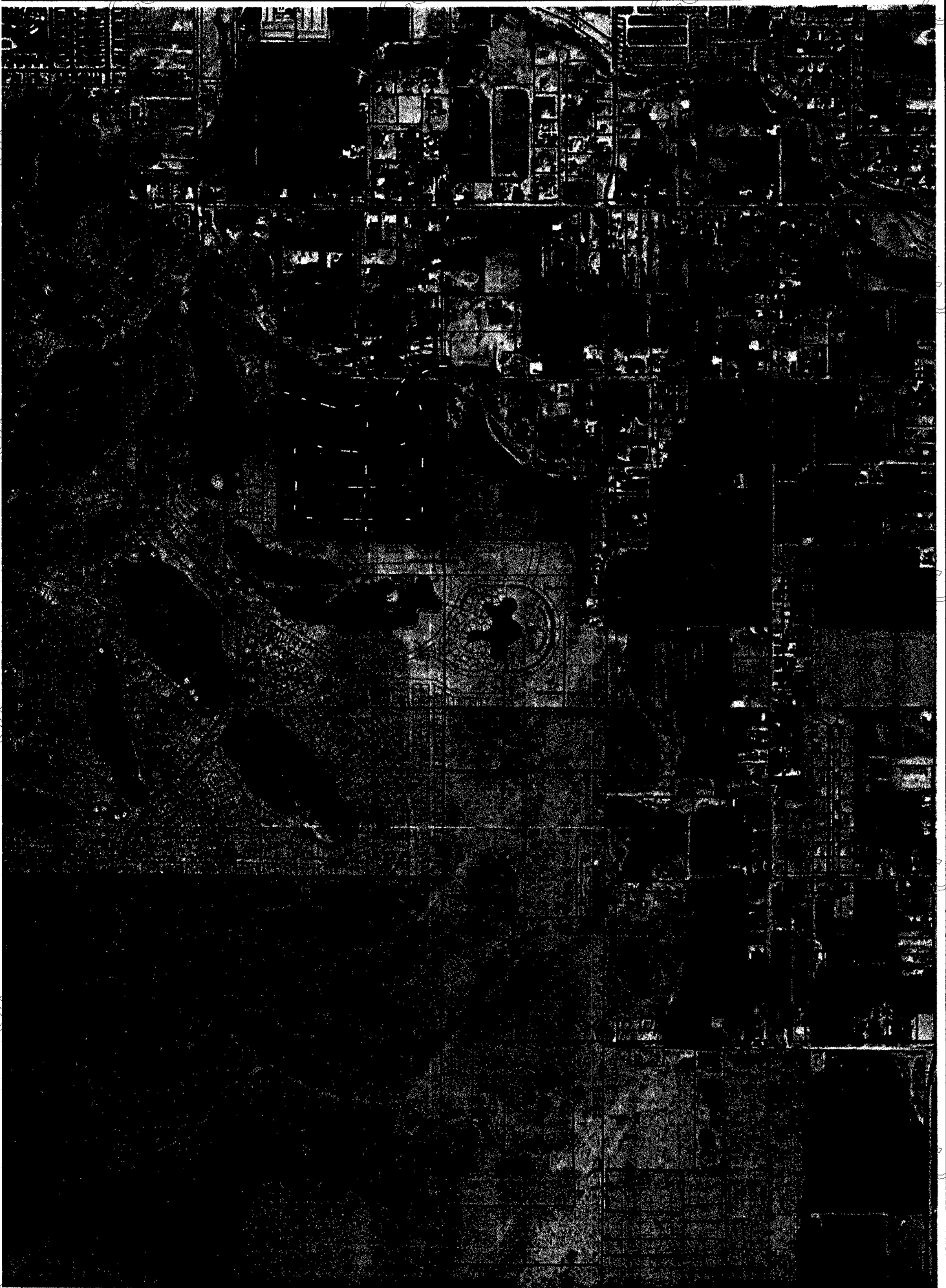
Larry LeBaron made the motion to approve the preliminary plat for Tacora Subdivision subject to the 14 items from the Planning Commission and meeting all legal issues including approval of a development agreement, seconded by John Bramall. Motion unanimously approved.

7:33 p.m. Public Forum. John Klodnicki said the Rotary Club asks for help from other groups within the community to help with their project. This year they organized the parking at the County Fair and received \$4,000 in revenue. In keeping with Rotary Club policy, this money will be given back to the community. He then presented a check from the Rotary Club to the Hurricane City Youth City Council for \$200. Youth Council advisor Deanne Law accepted the check. Clark Fawcett told her he had received a very complimentary letter from the bike racers of the Huntsman Senior Games concerning the break station at the Hurricane City Park manned by Youth City Council members. She invited everyone to come to their meetings on the first and third Mondays at 4:30 pm.

Consideration and possible approval of a resolution Approving the Amended and Restated Interlocal Agreement creating the Utah Local Governments Trust Clark Fawcett explained

**Exhibit “E”
Secondary Water Plan
Painted Hills Collina Tinta**

Painted Hills Collina Tinta
Development Agreement
08-02-06



ption: Total Length 5517

Exhibit “F”
Development Phasing Table
Painted Hills Collina Tinta

EXHIBIT ‘F’

Painted Hills Phasing Table

Total Project Footage/Acreage

24,379,912 / 560 Acres

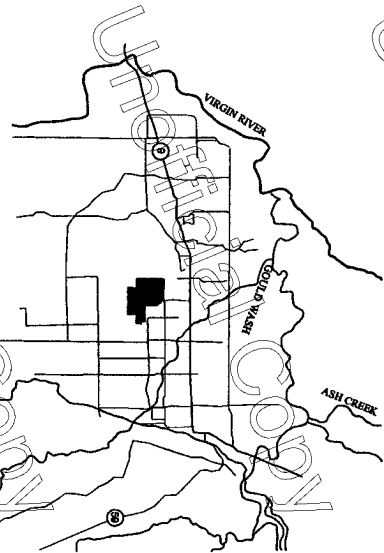
Phase		Sq Footage	Acres	# of Units	Lot Size	Density
Grande Canary	II	828,966	19.0	79	7,500+	3.9
MiraRosa	III	679,211	15.6	54	12,150	2.7
Cortile Corlezione	IV	743,257	17.0	69	7,500+	4.0
Cascata and Cascata Valle	V	1,283,796	29.5	94	9,000+	3.2
MiraCina	VI	1,677,761	38.5	80	10,000+	3.2
Bella Fiore	VII	753,386	17.3	74	7,500+	4.2
Il Ponte	VIII	1,342,679	30.8	125	7,500	4.0
Bella Diamante	IX	389,352	8.9	40	7,500	4.5
Paesino	X	438,536	10.1	37	7,500	3.6
Cortile Ambiente	XI	966,702	22.2	165	3,825	7.4
Modena	XII	847,630	19.5	162	Zero Lot Line	8.4
Siena	XIII	716,208	16.4	128	Zero Lot Line	7.8
Solare Collina	XIV	49,448	3.4	80	Multi Family	23.5
Laguna Reale	XV	209,905	4.8	38	2500+	7.9
MiraValle	XVI	855,203	19.6	100	Multi Family	23.5
Missione Vista	XII	232,839	5.3	96	Multi Family	18.0
Missione Il Nord	XVII	155,910	3.6	48	Multi Family	13.4
Galleria	XIX	667,394	15.3	352	Multi Family	23.0

Exhibit “G”
Open Space and Parks Map
Painted Hills Collina Tinta

**Exhibit “H”
Local Residential Road Design
Painted Hills Collina Tinta**

Painted Hills Collina Tinta
Development Agreement
08-02-06

VICINITY MAP

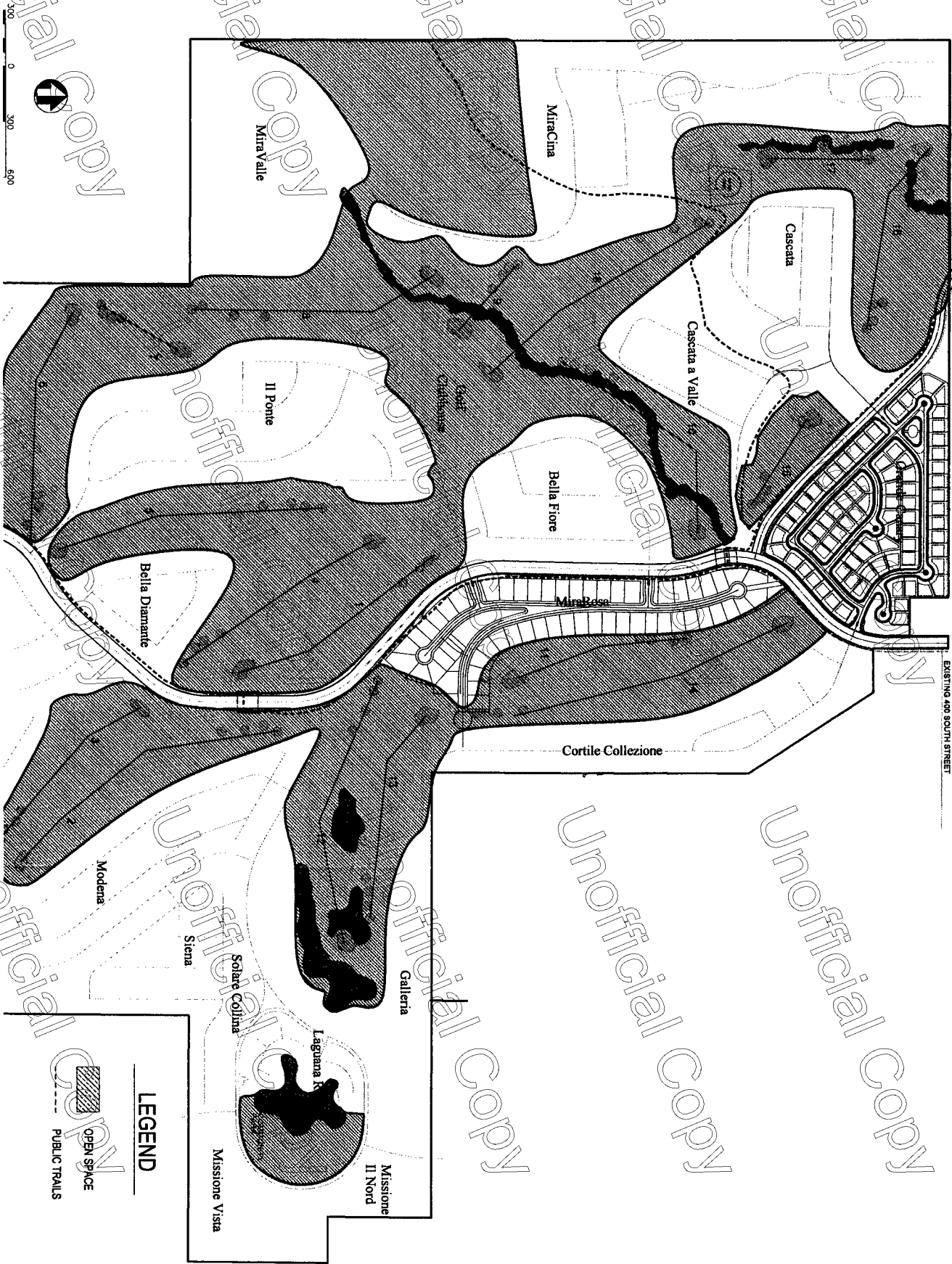


SUMMARY

RLINGTON AND 1760 WEST TRAILS AND OPEN SPACE - 3.8 ACRES
SULLIVANS KNOLL - 27.94
PUBLIC PARK AND POND - 6.5 ACRES
TRAILS AND OPEN SPACE - ± 2 ACRES

NOTES

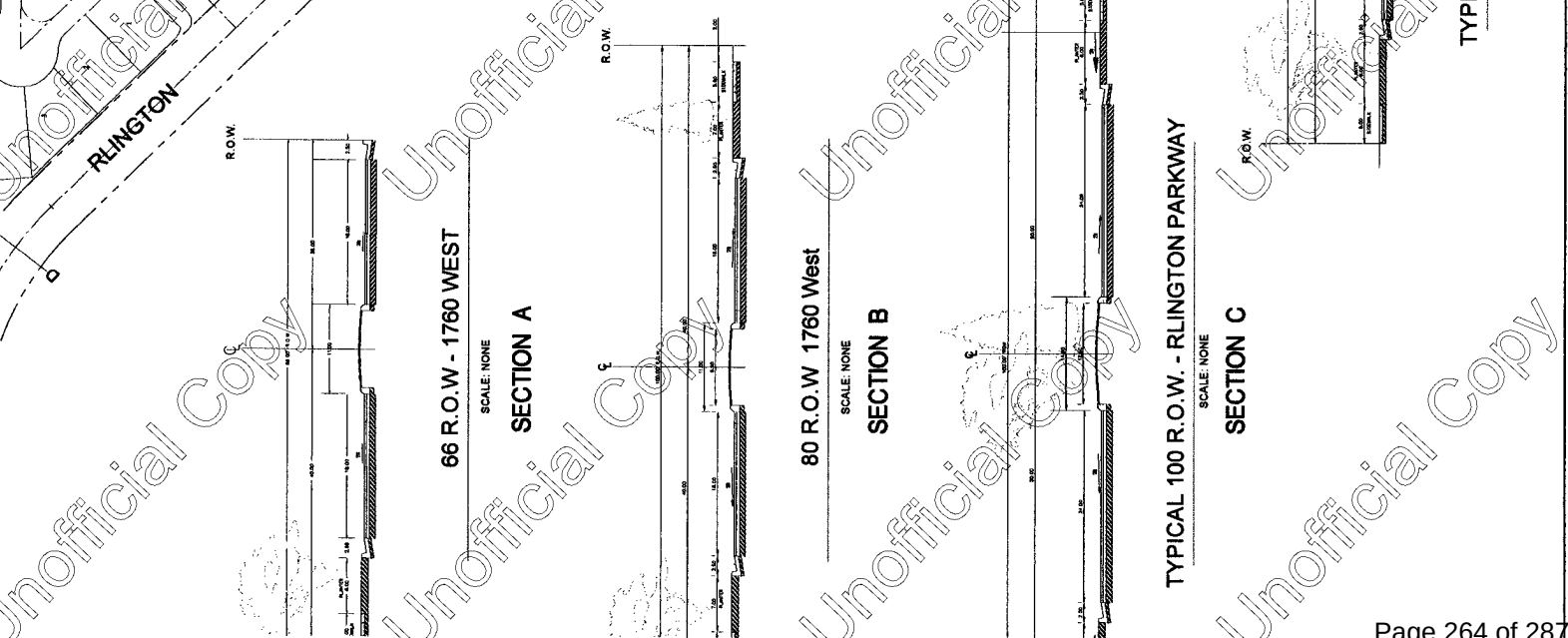
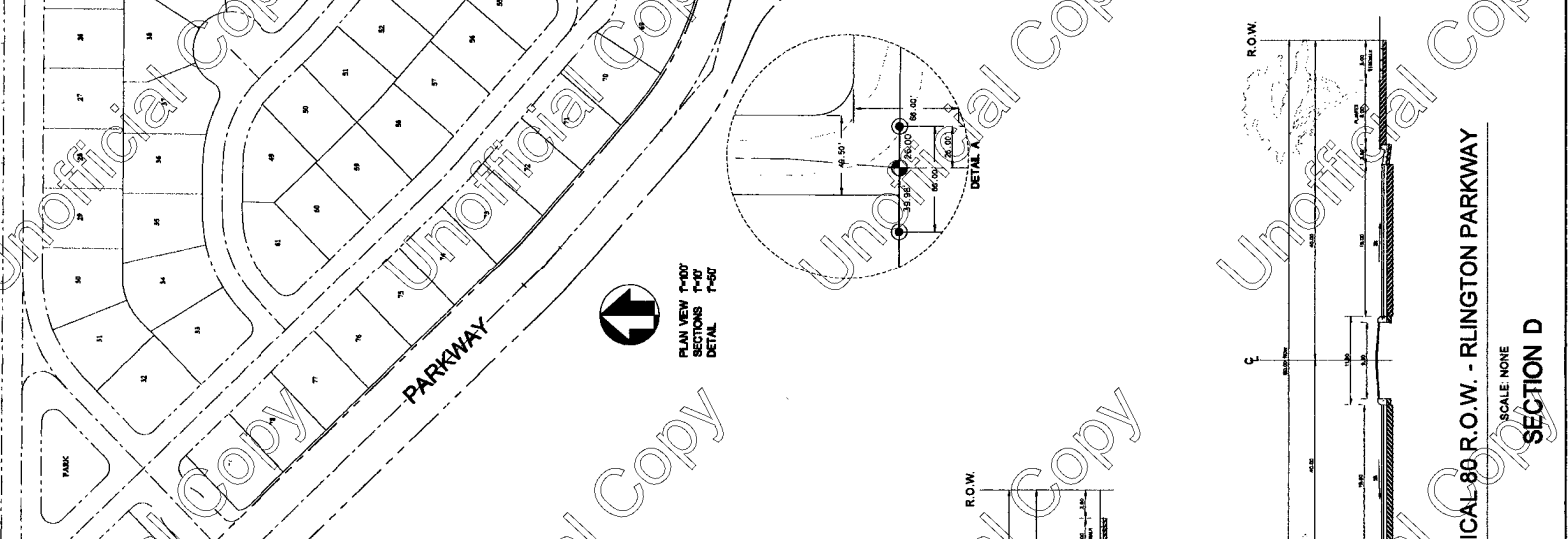
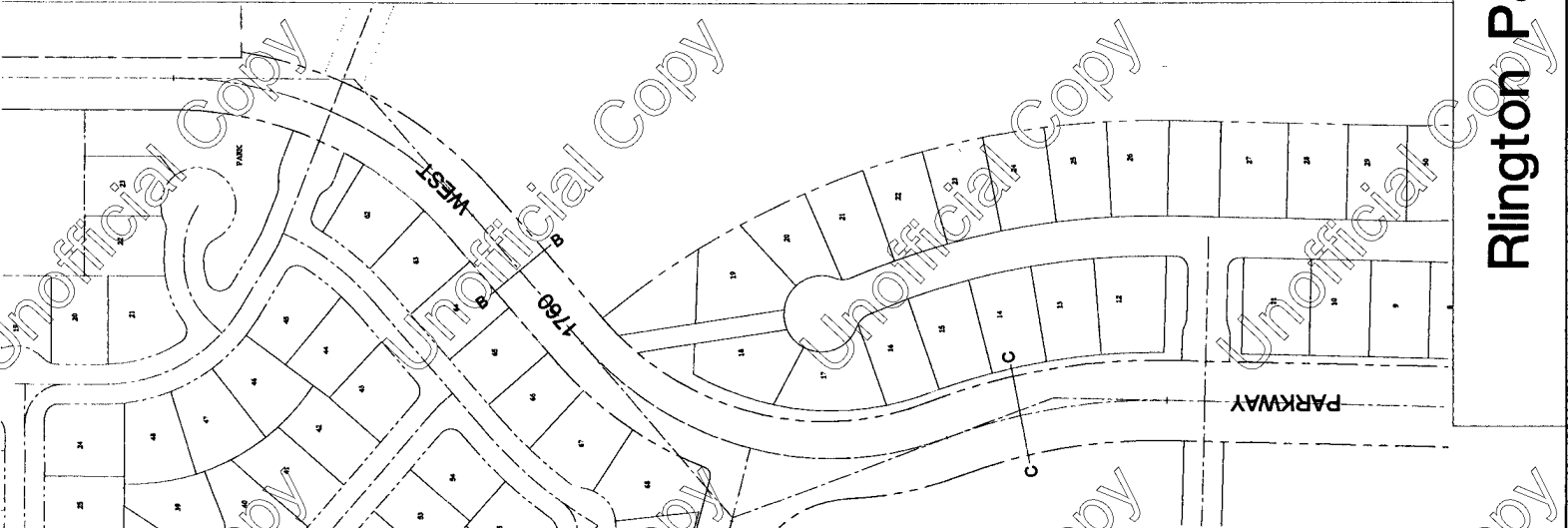
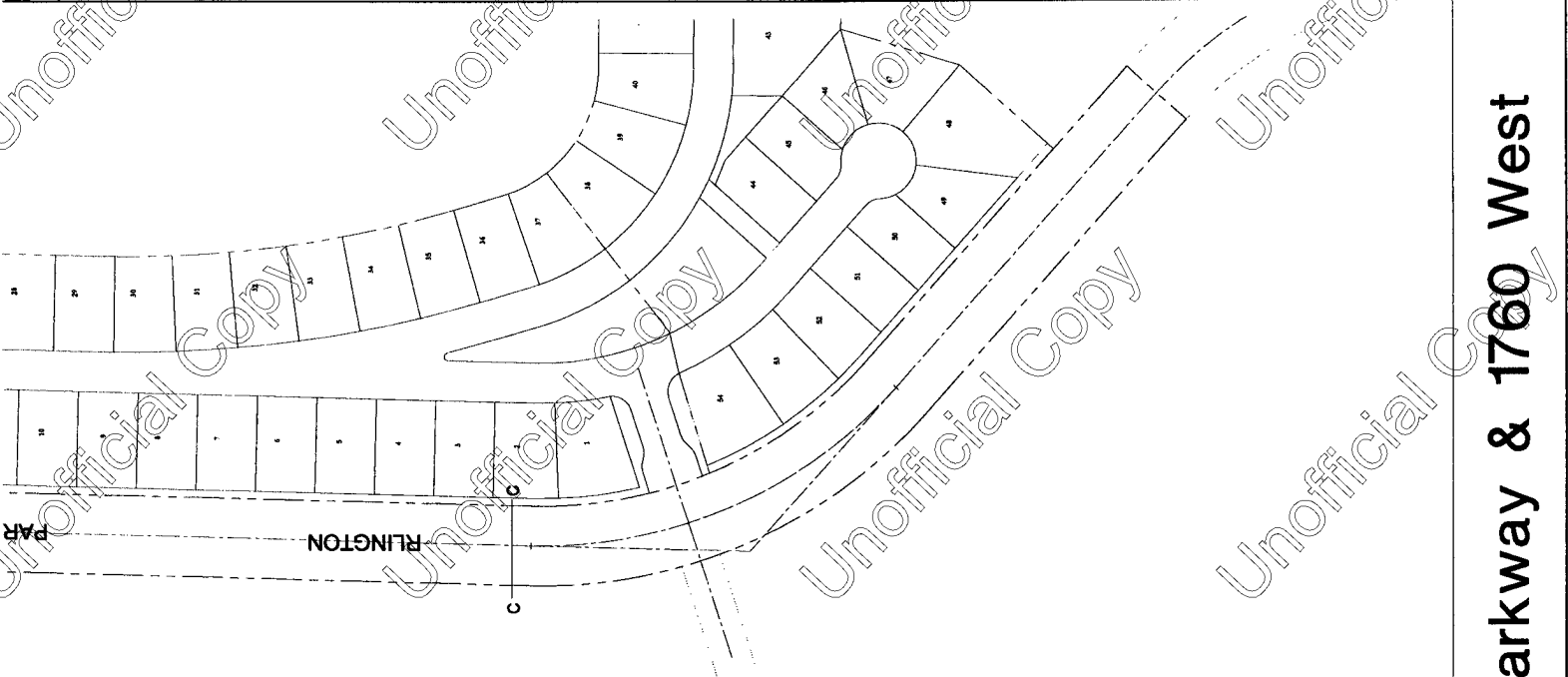
THIS IS AN EXHIBIT OF PUBLIC TRAILS TO BE CONSTRUCTED THROUGH THE DEVELOPMENT, ENTERING AT 1760 AND MEANDERING SOUTHERLY WESTERLY TO THE TOP OF SULLIVANS KNOLL. THIS IS NOT AN EXACT ALIGNMENT BUT THIS WILL BE COMPLETE BEFORE FINAL PHASE OF DEVELOPMENT.



CIVIL ENGINEERS:
PSOMAS
1173 South 250 West
Suite 308
St. George, UT 84770
(435) 628-6912
DEVELOPER:
Summit Development & Management, LLC
1270 W 1730 S, Suite 145
Orem, UT 84058

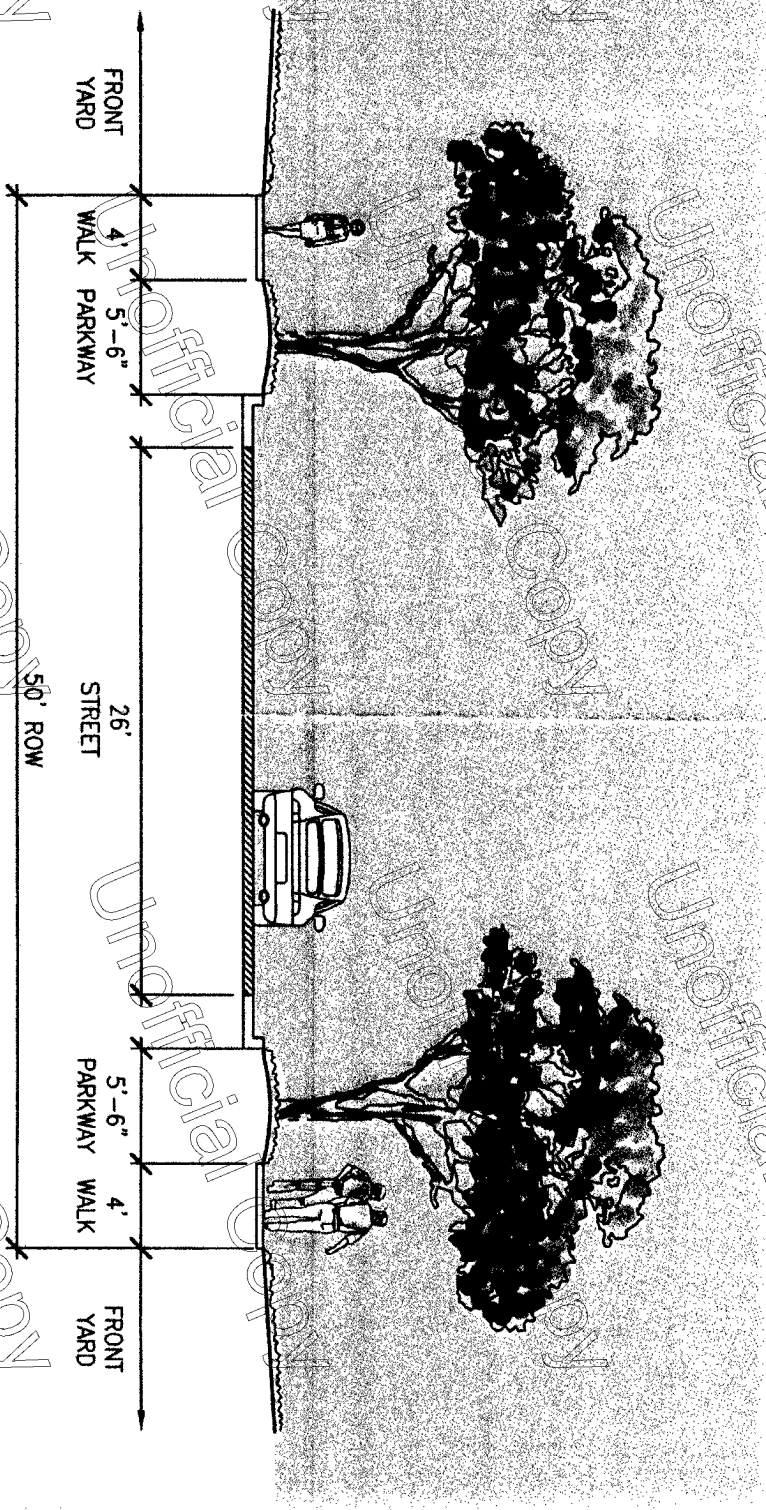
OWNER:
Toucanville Enterprises, LLC
1000 West 1000 North
Lafayette, CA 94501
Summit Hurricane Development, LLC
1270 W 1730 S, Suite 145
Orem, UT 84058

DESIGNED PSOMAS		CHECKED DBG	
DRAFTED PSOMAS		DATE 10/24/2006	
PROJECT HURRICANE, UTAH		SHEET 1 OF 1	
DATE 10/24/2006		PROJECT HURRICANE, UTAH	





QUERCUS VIRGINIANA

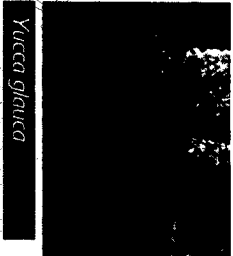


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ollina Tinta
andscape Street Sections

Residential Street

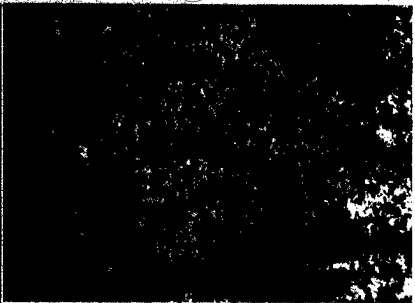
© 2006 Washington County
All Rights Reserved



Yucca glauca



Lagerstroemia indica



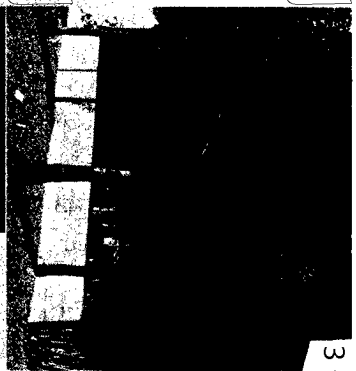
Cupressus glabra Silver Smoke



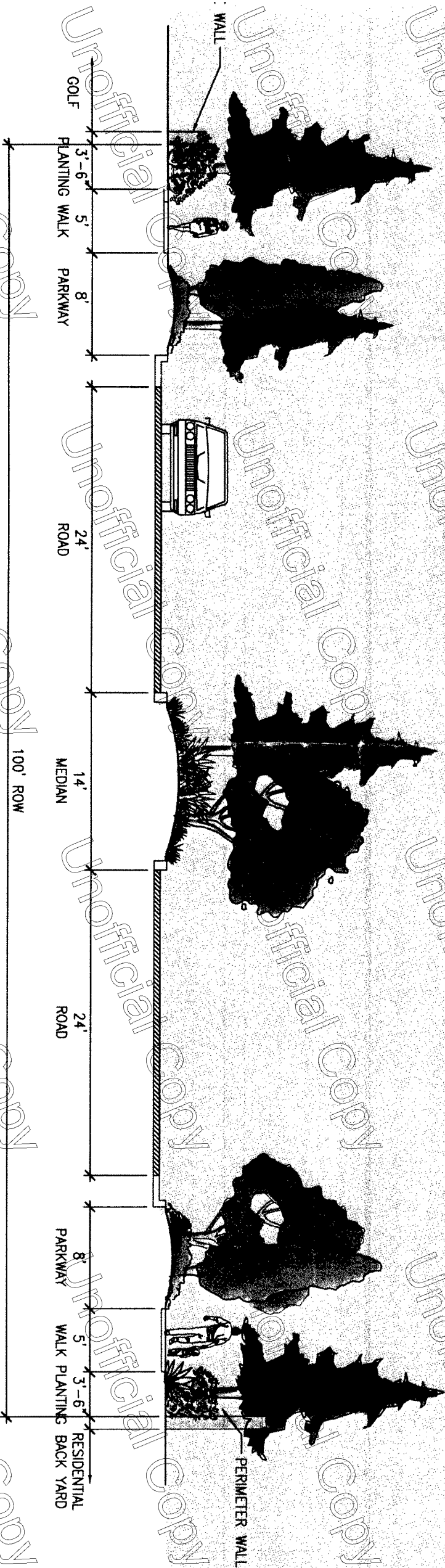
Thuja Green Giant



Spiraea x bumalda Froebelii

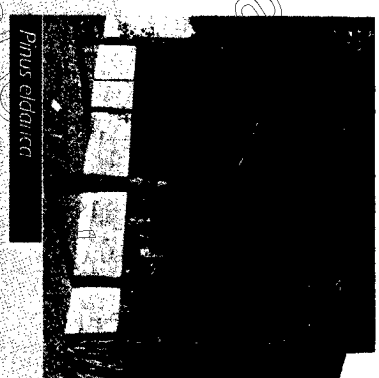


Pinus eldarica



ollina Tinta
andscape Street Sections

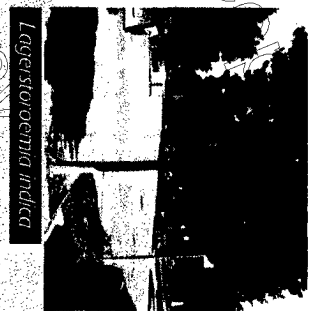
1760 Road



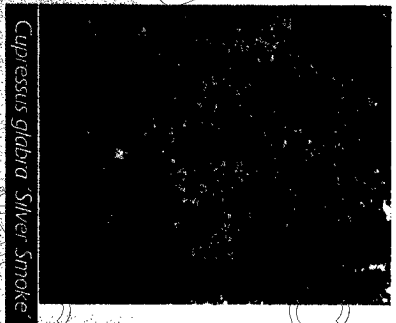
Pinus eldarica



Sedum x 'Brilliant'



Lagerstroemia indica



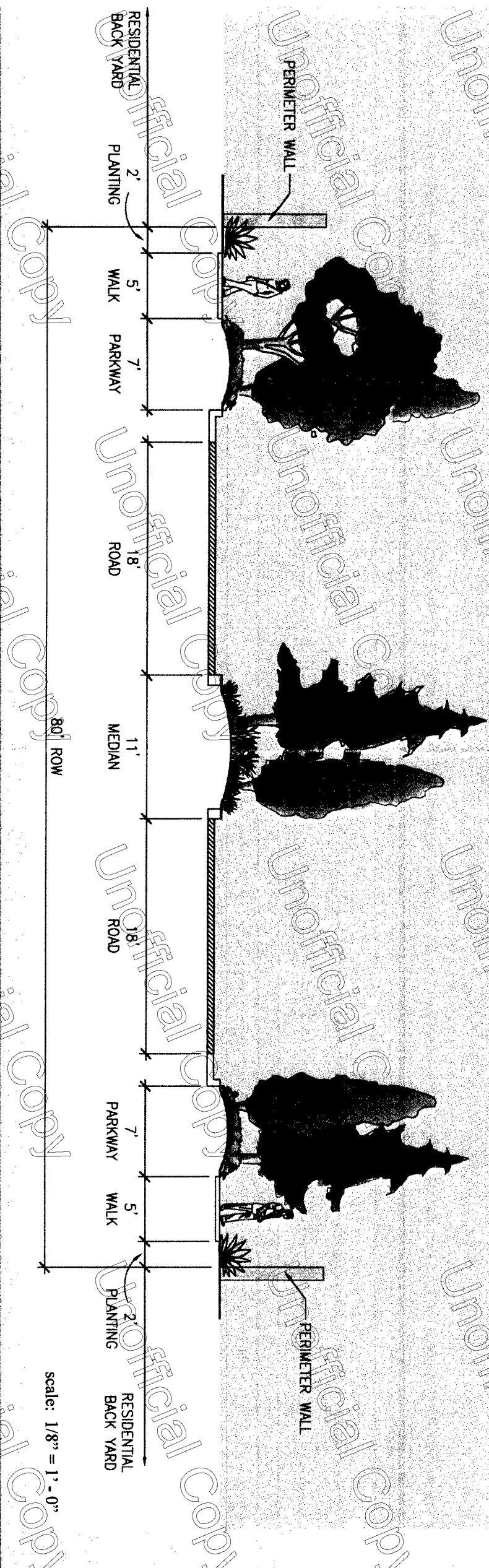
Cupressus glabra 'Silver Smoke'



Thuja 'Green Giant'



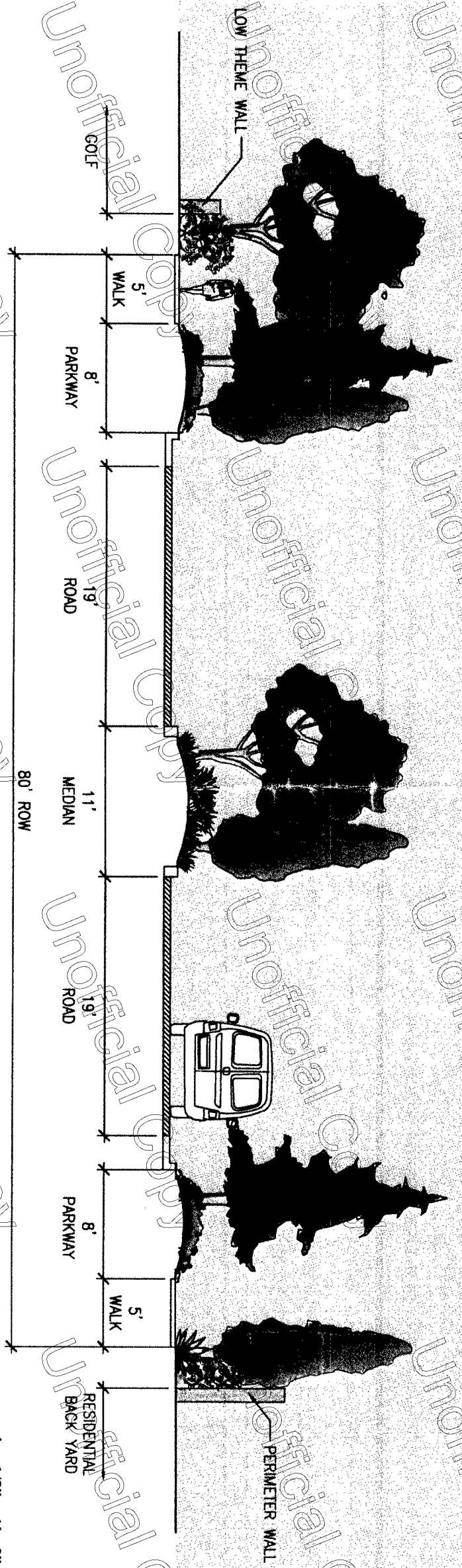
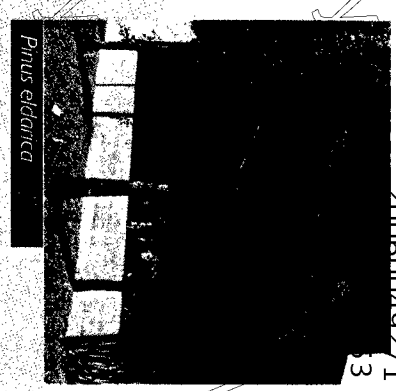
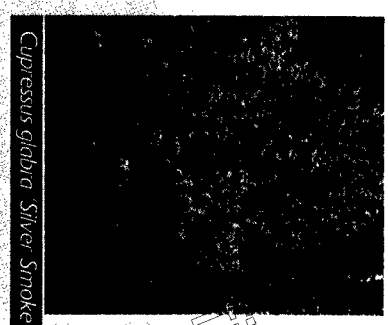
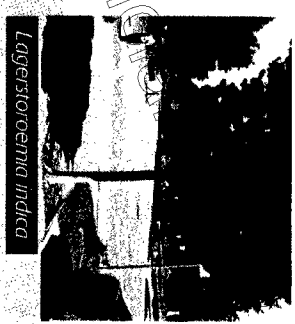
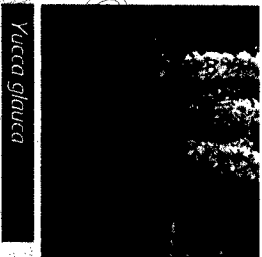
Yucca glauca



ollina Tinta
andscape Street Sections

1760 Road

LANDSCAPE
SECTION



scale: 1/8" = 1' - 0"

ollina Tinta
andscape Street Sections

Rington Road

	Collina Tinta			Black Ridge		
	Acres	Units	Use	Acres	Unit	Use
Single Family	197.3	623		311	1137	
Multi Family	85.92	1263		80	749	
Open Space	60.2			100		
Golf Course	202					
Commercial	1			5		
Major Roadways				11		
Total	546.42	1886		507	1886	
Units Per Total Acre	3.45155741			3.45155741		
Units Per Residential Area	6.659134242			4.823529412		
Resort Units		247	Multi Family Areas		247	Not Shown
R1-10 Base Density			3.5 Unit/Acre			
Estimated Density for Developable Area			1807.47			
20% Density Bonus			2168.964			
10%			1988.217			
Density Bonus Asked for			4.344747077			

When Recorded Return To:

Wasatch Commercial Developers, LLC
299 S. Main Street, Suite 2400
Salt Lake City, Utah 84111

Space above for County Recorder's Use

PARCEL I.D. #: See Attached

**FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
FOR PAINTED HILLS COLLINA TINTA**

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA ("Amendment") is made to be effective as of _____, 2022 (the "Effective Date"), by and among WPP Hurricane Land, LLC, a Utah limited liability company ("Developer"), RR Penga, LLC, a Utah limited liability company ("Penga"), Interstate Homes LLC, a Utah limited liability company ("Interstate"), and the City of Hurricane, a municipal corporation and political subdivision of the State of Utah ("City") (individually a "Party" and collectively the "Parties").

RECITALS

A. Summit-Hurricane Development, Inc, a Nevada corporation ("Summit"), Toquerville Enterprises, a Utah limited liability company ("Toquerville") and City entered into that certain Development Agreement for Painted Hills Collina Tinta dated September 7, 2006, and recorded in the Official Records of Washington County, Utah on October 24, 2006, as Document No. 20060049271 (the "Agreement") for the development of approximately 560 acres of land located in Hurricane, Utah (the "Project") as more particularly described on Exhibit "A" attached hereto.

B. Summit, Toquerville and City entered into the First Amendment to the Agreement, dated January 2, 2008, and recorded in the Official Records of Washington County, Utah on February 6, 2008, as Document No. 20080004968.

C. Summit, Toquerville and City entered into the Second Amendment to the Agreement, dated May 22, 2008, and recorded in the Official Records of Washington County, Utah on May 28, 2008, as Document No.20080021728.

D. Penga became a successor owner and developer on July 19, 2017 of the proposed phases known as Grande Canary, Mira Rosa 1, Mira Rosa II in addition to the parcels to be dedicated as streets known as Rlington Parkway and 1760 West. Penga received a Sheriff's Deed and Bill of Sale dated July 20, 2017, which is recorded in the Official Records of Washington County, Utah on July 21, 2017 as Document No. 20170029809.

E. Summit, Toquerville, City and Penga entered into the Third Amendment to the Agreement, dated June 7, 2018, and recorded in the Official Records of Washington County, Utah on June 25, 2018, as Document No. 20180026189.

D. Interstate became a successor owner and developer upon acquisition from RR Penga of Mira Rosa 1, to be known as the Ridge at Zion Vista ("The Ridge") and Rlington Parkway adjacent to Mira Rosa 1 as recorded in the Official Records of Washington County, Utah on February 10, 2021, as Document No. 20210009584.

E. Developer became a successor owner and developer upon acquisition of multiple properties in the Project on September 17, 2021.

F. Developer, City, Penga and Interstate entered into the Fourth Amendment to the Agreement, dated _____, 2021, and recorded in the Official Records of Washington County, Utah on _____, 2021, as Document No. _____.

G. The Parties desire to again amend the Agreement to update the general development plan of the Development, including the elimination of requirement for a golf course and certain open space requirements.

H. The Parties desire to amend the Agreement by adding the language set forth below.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. This Amendment amends the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Unless otherwise indicated herein, all

capitalized terms used in the Amendment shall have definitions assigned to them in the Agreement.

2. Recital K. Section K of the Development Agreement shall be amended to replace the reference to “forty percent (40%)” with “twenty percent (20%).”

3. Golf Course. The parties agree that all references in the Development Agreement to “Golf Course” and “Golf Course Company” shall be stricken and of no further force and effect. The Parties acknowledge and agree that there shall be no requirement to build a Golf Course as part of the Project. Any requirement relating to the Golf Course or obligations of the Golf Course Company or Golf Course Owner shall also be stricken and of no further force and effect.

4. Section 2.4.3. The following sentence is hereby added to the end of Section 2.4.3:

Notwithstanding the foregoing, medical or health related facilities to be developed in the Project shall not be required to be in the locations shown for Commercial Uses on the Preliminary Site Plan but may be in other locations of the Project as reasonably determined by Developer and Owner.

5. Section 2.4.5(b). Section 2.4.5(b) is hereby revoked and deleted in its entirety and replaced with the following:

(b) the proposed transfer does not assign any density to park or open spaces shown on the Preliminary Site Plan unless such park or open space to which density transfers is replaced with park or open spaces of approximately equivalent size in a different location on the Site Plan of the Project;

6. Section 3.2.9. Section 3.2.9 is hereby revoked and deleted in its entirety and replaced with the following:

3.2.9 Irrigation Pond. City shall cooperate with Developer and negotiate in good faith to provide sufficient irrigation water for the operation of the Project and the amenities described on the Preliminary Site Plan.

7. Section 4.1.1.2. Section 4.1.1.2 is hereby revoked and deleted in its entirety and not replaced.

8. Section 4.6.1.1. Section 4.6.1.1 is hereby deleted in its entirety and replaced with the following:

4.6.1.1 Park Sites, Trails, Ponds and Open Areas. Owners and Developer have provided for approximately one hundred (100) acres of open areas within the Project, including, but not limited to, forty (40) acres of recreational open space, Sullivan's Knoll, public trails and multiple park areas of varying sizes shown on Exhibit "G" attached hereto.

9. Section 4.6.1.6. Section 4.6.1.6 is hereby revoked and deleted in its entirety and not replaced.

10. Section 4.7.1.2. Section 4.7.1.2 is hereby revoked and deleted in its entirety and not replaced.

11. Execution and Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute and be one and the same document.

12. No Other Changes. Except as herein expressly provided, the Agreement remains in all other respects unmodified and in full force and effect.

IN WITNESS HEREOF, the Parties have executed this FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA as of the date first above written.

(Signatures on Next Page)

Signature Page

DEVELOPER:

WPP Hurricane Land, LLC, a Utah
limited liability company

By: _____

Print Name: _____

Title: _____

INTERSTATE:

Interstate Homes, LLC, a Utah limited
liability company

By: _____

Print Name: _____

Title: _____

PENGA:

RR Penga, LLC, a Utah limited
liability company

By: _____

Print Name: _____

Title: _____

CITY:

Hurricane City, a municipal
corporation and political subdivision
of the State of Utah

By: _____

Print Name: _____

Title: _____

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 2022 personally appeared before me _____ and _____, who, being by me duly sworn, did say that he/she/they is/are the _____ of WPP Hurricane Land, LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 2022 personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of RR Penga, LLC., a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF)
 : ss.
COUNTY OF)

On the ____ day of _____, 2022 personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of Interstate Homes LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF)
 : ss.
COUNTY OF)

On the ____ day of _____, 2022 personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of Hurricane City, a municipal corporation and political subdivision of the State of Utah, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

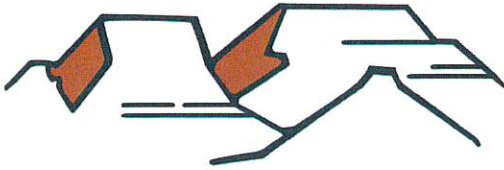
Exhibit "A"

Legal Description:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 89°43'42"EAST 1,688.58 FEET; THENCE SOUTH 00°01'00"WEST 208.71FEET; THENCE SOUTH 89°43'42"EAST 208.71 FEET; THENCE NORTH 00°01'00"EAST 208.71 FEET TO THE NORTH SECTION OF SAID SECTION 4; THENCE ALONG SAID SECTION LINE SOUTH 89°43'42"EAST 65.85 FEET; THENCE SOUTH 00°00'05"EAST 405.02 FEET; THENCE NORTH 89°59'55"EAST 236.70 FEET; THENCE SOUTH 32°44'48"EAST 802.71 FEET; THENCE SOUTH 00°13'28" WEST 1,718.18 FEET; THENCE SOUTH 89°52'53" EAST 2,392.27 FEET; THENCE SOUTH 00°17'42" WEST 560.86 FEET; THENCE SOUTH 89°50'57" EAST 247.50 FEET TO THE EAST SECTION LINE OF SAID SECTION 4; THENCE ALONG SAID SECTION LINE SOUTH 00°17'41" WEST 757.13 FEET NORTH 89°50'57" WEST 1319.08 FEET; THENCE SOUTH 00°15'32" WEST 1318.25 FEET TO THE SOUTH SECTION LINE OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 89°49'00" WEST 1318.50 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 89°49'00" WEST 2,636.30 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 00°14'51" EAST 1,316.02 FEET; THENCE NORTH 89°45'29" EAST 1,321.80 FEET; THENCE NORTH 00°14'51" EAST 1,317.75 FEET; THENCE NORTH 00°11'38" EAST 2,800.60 FEET TO THE NORTH SECTION LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 89°46'40"EAST 1320.18 FEET TO THE POINT OF BEGINNING. CONTAINS 24,379,912 SQUARE FEET OR 559.68 ACRES

Parcel ID#'s:

H-3-2-4-132
H-3-2-4-133
H-3-2-4-139
H-3-2-4-44021
H-3-2-4-1310
H-3-2-4-1311
H-3-2-4-1312
H-3-2-4-146
H-3-2-4-147
H-3-2-4-214



HURRICANE CITY UTAH

147 N 870 W Hurricane UT 84737
PHONE: 435.635.2811 FAX: 435.635.2184

AMENDED FINAL PLAT APPLICATION

For Office Use Only: \$150 Fee

File No. 2022-AFP-05

Receipt No. 8.157813

Name: Robert & Jody Hardesty Telephone: 303.909.8863

Address: 2153 S. ANGELL HEIGHTS DR. Fax No. _____

Email: robbandjody@gmail.com Agent Email: ryanscholes@alphaengineering.com

Agent (If Applicable): Ryan Scholes / Alpha Engineering Telephone: 435.628.6500

Address/Location of Subject Property: 2153 S. ANGELL HEIGHTS DRIVE
H-AHE-4-8-A

Tax ID of Subject Property: H-AHE-4-8-A Number of Lots: 1

Subdivision Name: ANGELL HEIGHTS PH 4 PARTIAL AND A Phase: _____

Submittal Requirements: 1-large paper copy, 1-11 X 17, and 1 disk in 2004 or newer Auto-Cad format

1. The final plat shall show:

- ☒ a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- ☒ b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- ☒ c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- ☒ d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- ☒ e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.
- ☒ f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.
- ☒ g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County or other official monuments.
- N/A h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).

- N/A i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.
- N/A j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
- N/A k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition, the final plat shall contain the standard forms for the following:

- ✓ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers, and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must be signed and stamped by the licensed surveyor prior to final plat submittal.**
- ✓ b. The owner's certificate of dedication of all streets, roads, rights-of-way, or other parcels intended for the use and benefit of the general public.
- c. Mortgagee or other lien holder's Consent to Record, if applicable.
- d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.
- ✓ e. Certificate of approval of Ash Creek Special Service District.
- ✓ f. Certificate of approval of the City Engineer.
- ✓ g. Certificate of approval of the City Council, as evidenced by the signature of the mayor
- ✓ h. Certificate of approval as to form executed by the City Attorney.
- ✓ i. A one and one-half inch by five-inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. Other Information Required: The following information or documentation shall be submitted:

- a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full
- N/A b. An original copy for Staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.
- c. Title report for the property being subdivided.
- d. A disk of the final plat prepared in 'Auto-Cad 2004' (or newer format)

Application Process: The following steps occur:

- A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department along with the paper copy of the amended plat.

- A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will redline the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review. An approved mylar of the final plat must be signed by the City Engineer before the City Council meeting at which the amendment is to be submitted
- A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council
4. Two disks of the final plat provided in 'Auto Cad 2004' format – one for the city, and one for the County Recorder.
5. Review of the title report by the City Attorney.
7. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent. The City Attorney is the last signer of the mylar just prior to recordation.
8. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&Rs should submit a copy of the CC&R's to the Planning Staff and one to the City Attorney for review at the time the plat amendment is submitted.

Note: An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by:



STAFF COMMENTS

Agenda Date:	05/19/2022
Application Number:	2022-AFP-05
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Robert and Jody Hardesty
Agent:	
Request:	Approval of an Amended Final Plat
Location:	2153 S Angell Heights Dr
Zoning:	R1-15
General Plan Map:	Residential

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to the property only being used for permitted uses.

Discussion: The applicant has applied to amend the final plat for Angell Height Phase 4 Subdivision to combine lots 8 and a portion of Lot 7. This will add about 0.08 acres to the property. It appears that originally the piece of property in question was the staff of a flag lot but it appears the flag portion has been absorbed by the neighboring property owner.

JUC Comments

1. **Power:** Power boxes and equipment must remain in place and out of driveways. All power to remain on lot lines, services to neighbor cannot run through property except in PUE
2. **Water:** No comments
3. **Engineering:** Eliminate side and rear easements and add that to the amendment note
4. **Sewer:** No comments

Staff Comments

1. The plat meets amended final plat standards contained in [Utah Code 10-9a-608](#). Subdivision Amendments, updated in 2020. The following are the key items:
 - a. Depicts only the portion of the subdivision that is proposed to be amended
 - b. Includes a plat name distinguishing the amended plat from the original plat
 - c. Describes the differences between the amended plat and the original plat
 - d. Includes references to the original plat
2. The Final Plat needs a full review by the City Engineering Department for surveying details.

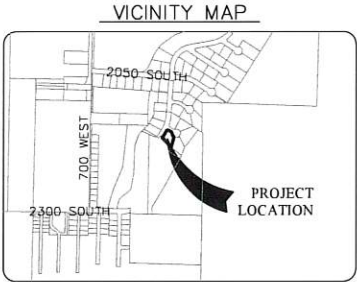
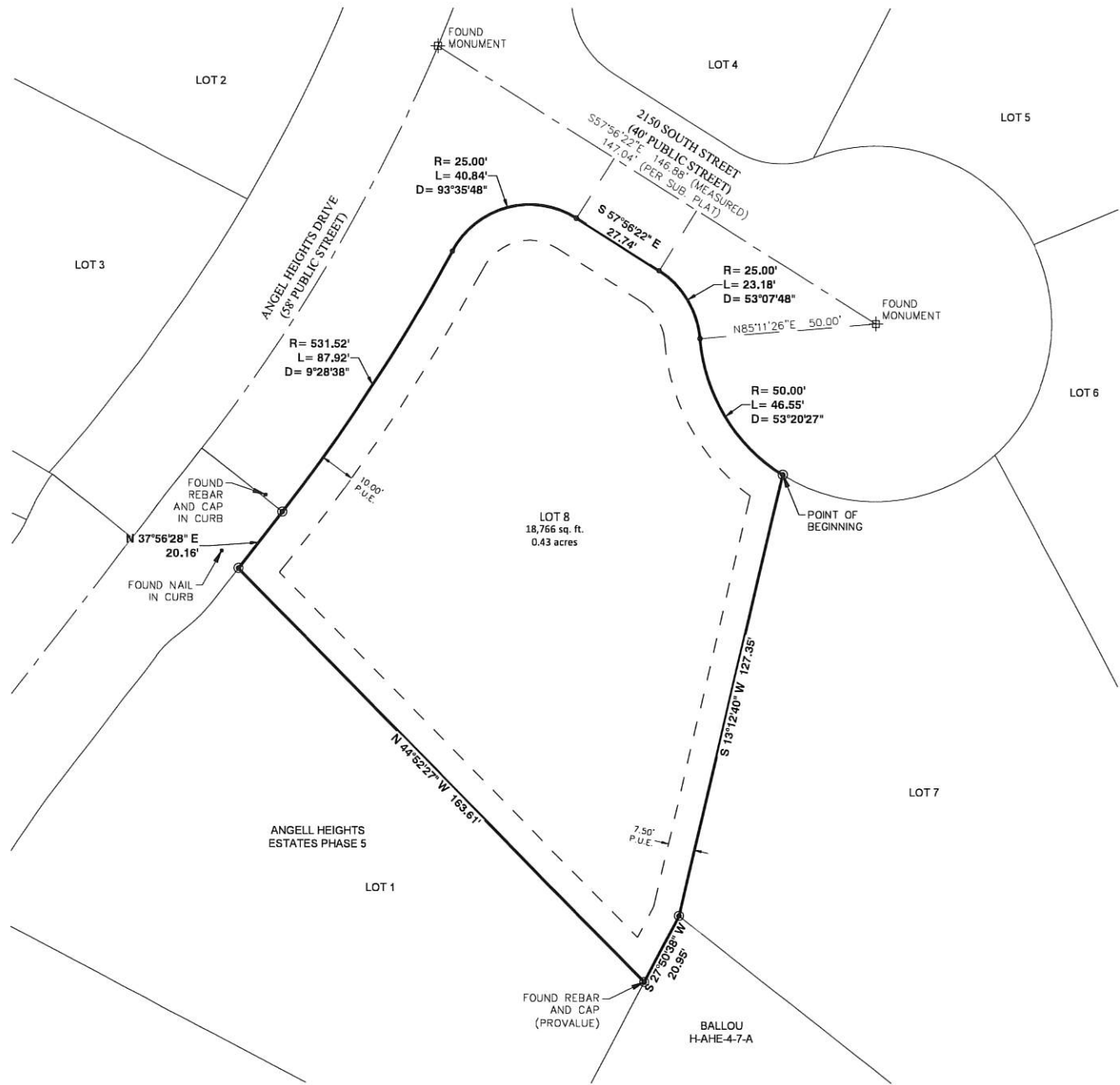
3. The home on the property is currently being advertised as an unlicensed short term vacation rental, which the owners have acknowledged to staff in the past. Per HCC 10-9-6:
 - a. *Withhold permits. The City may deny or withhold all permits, certificates, or other forms of authorization pertaining to any land or improvements when an uncorrected violation exists pursuant to this title or to a condition or qualification of a permit, certificate, approval or other authorization previously granted by the City Council, Planning Commission, Appeals Board, or other City officer. The City may, instead of withholding or denying an authorization, grant such authorization subject to the condition that the violation be corrected. The provisions of this section shall apply regardless of whether the original applicant or current owner is responsible for the violation in question.*
4. However, records show the home has not been rented as a short-term rental since staff informed the property owners of the code so it is possible that the applicants are coming into compliance with city code despite still having an active posting.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend approval of the item conditioned on staff and JUC comments and the property only being used for a permitted use.



ANGELL HEIGHTS PHASE 4 PARTIAL AMENDMENT "A"
(LOT 8)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST,
SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH



GENERAL NOTES & RESTRICTIONS
1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 57°56'22" EAST, BETWEEN THE FOUND CENTERLINE MONUMENTS LOCATED IN 2150 SOUTH STREET AS SHOWN HEREON.

AMENDMENT NOTE
THE PURPOSE OF THIS AMENDED PLAT IS TO COMBINE LOT 8 OF ANGELL HEIGHTS PHASE 4 WITH THE ADJACENT PARCEL H-AHE-4-6-A AND CREATE A NEW OVERALL LOT 8. NO OTHER CHANGES TO THE ORIGINAL ANGELL HEIGHTS PHASE 4 AS RECORDED AS DOCUMENT 907696 ARE INTENDED WITH THIS AMENDED PLAT.

LEGEND
CLASS 2 (BRASS CAP) MONUMENT FOUND
SPECIFIES PROPERTY CORNER
CENTERLINE
EASEMENT LINE

SURVEYOR'S CERTIFICATE
I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

ANGELL HEIGHTS PHASE 4 PARTIAL AMENDMENT "A" (LOT 8)
AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION
BEGINNING AT THE NORTHWEST CORNER OF LOT 7, ANGELL HEIGHTS PHASE 4 AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT 907696, AND RUNNING THENCE SOUTH 13°12'40" WEST 127.35 FEET ALONG THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 27°50'38" WEST 20.95 FEET; THENCE NORTH 44°52'27" WEST 163.61 FEET; THENCE NORTH 37°56'28" EAST 20.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 531.52 FEET; THENCE NORTHEASTERLY 87.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°28'38" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY 40.84 FEET THROUGH A CENTRAL ANGLE OF 93°35'48"; THENCE SOUTH 57°56'22" EAST 27.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 23.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'48" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY 46.55 FEET THROUGH A CENTRAL ANGLE OF 53°20'27" TO THE POINT OF BEGINNING.
CONTAINS 18,766 SQUARE FEET OR 0.43 ACRES, MORE OR LESS.



DATE

SCOTT P. WOOLSEY
P.L.S. 174919

OWNERS DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND UTILITY & DRAINAGE EASEMENTS TO BE HEREINAFTER KNOWN AS:
ANGELL HEIGHTS PHASE 4 PARTIAL AMENDMENT "A" (LOT 8)
FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS UTILITY, AND DRAINAGE EASEMENTS. ALL LOTS AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO THE CITY OF HURRICANE, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2022.

BY: _____
JRRS LLC

ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF WASHINGTON)
ON THIS ____ DAY OF _____, A.D. 2022, PERSONALLY APPEARED _____, THE
OF JRRS, LLC., PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC (SIGNATURE)
NO STAMP REQUIRED (UTAH CODE 46-1-16(6))

FINAL PLAT OF
**ANGELL HEIGHTS PHASE 4
PARTIAL AMENDMENT "A"
(LOT 8)**

1821-01 SVY.DWG (APRIL 2022)

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

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	Engineer's Approval	Approval as to Form	Approval and Acceptance by Hurricane City, Utah	Treasurer Approval
I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this ____ day of _____, 2022.	I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this ____ day of _____, 2022.	Approved as to Form, this the ____ day of _____, A.D. 2022.	We, the City of Hurricane, have reviewed the above plat and hereby accept said plat with all commitments and all obligations pertaining thereto.	I, Washington County Treasurer, certify on this ____ day of _____, A.D. 2022 that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.
SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	City Engineer City of Hurricane Date	City Attorney City of Hurricane	Mayor City of Hurricane Attest: City Recorder City of Hurricane	Washington County Treasurer Washington County Recorder

Rental Unit Record

2153 S Angell Heights Dr, Hurricane,
UT 84737, USA

Active ●
Identified ✓
Compliant X

PRINT
SEND A LETTER

Listing(s) Information

VRBO - 321.2060269.2624801 Airbnb - 44435961

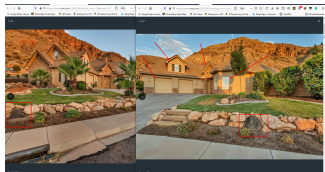


Matched Details

Analyst Z60J

Explanation
Matching street view

Listing Photos



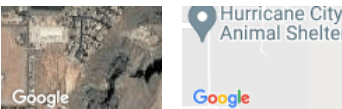
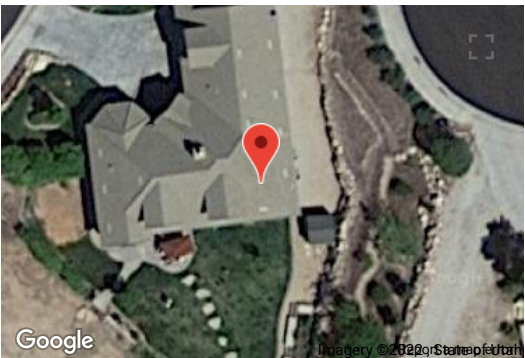
Matching 3rd Party Sources



Matching overall shape of home: windows, garage, entrance plus two specific dark colored rocks can be seen along sidewalk area.

Owner Name Match

Rental Unit Information



Identified Address

2153 S Angell Heights Dr, Hurricane, UT
84737, USA

Identified Unit Number

None

Identified Latitude, Longitude

37.143758, -113.297770

Parcel Number

733959

Owner Name

JRRS LLC C/O ROBERT HARDESTY

Owner Address

783 E POSADO ST
IVINS, UT 84738, US

Timeline of Activity

View the series of events and documentation pertaining to this property

- Listing hma321.2060269.2624801
Reposted
April 10th, 2022

Listing Details

Listing URL	— https://www.vrbo.com/2060269
Listing Status	● Active
Host Compliance Listing ID	— hma321.2060269.2624801
Listing Title	— Home away from Home! hot tub, fire pit, dog friendly, spacious, cozy & views
Property type	— House
Room type	— Entire home/apt
Listing Info Last Captured	— Apr 29, 2022
Screenshot Last Captured	— May 02, 2022
Price	— \$700/night
Cleaning Fee	— \$275

Information Provided on Listing

Contact Name	— Robb Hardesty
Latitude, Longitude	— 37.142438, -113.297375
Minimum Stay (# of Nights)	— 2
Max Sleeping Capacity (# of People)	— 20
Max Number of People per Bedroom	— 4.0
Number of Reviews	— 20
Last Documented Stay	— 02/2022

Listing Screenshot History

 View Latest Listing Screenshot

March 5

April 6

May 1

✕ Listing hma321.2060269.2624801

Removed
March 23rd, 2022

✕ Listing air44435961 Removed

March 23rd, 2022

✈ STR Final Notice: Delivered 
March 11th, 2022✈ STR Final Notice: Sent 
March 4th, 2022 2 Documented Stays
February, 2022 3 Documented Stays
January, 2022 1 Documented Stay
December, 2021✈ Whole Home - No Permit - Waiting List:
Delivered 
December 9th, 2021✈ Whole Home - No Permit - Waiting List:
Sent 
November 29th, 2021 1 Documented Stay
November, 2021✈ STR Final Notice: Incorrect Recipient 
November 15th, 2021✈ STR Final Notice: Sent 
October 29th, 2021 5 Documented Stays
October, 2021 1 Documented Stay
September, 2021 1 Documented Stay
August, 2021 3 Documented Stays
July, 2021 2 Documented Stays
June, 2021 4 Documented Stays
May, 2021✈ Whole Home - No Permit - Waiting List:
Incorrect Recipient 
May 23rd, 2021✈ Whole Home - No Permit - Waiting List:
Sent 
May 17th, 2021 5 Documented Stays
April, 2021✓ Listing air44435961 Identified
April 23rd, 2021✓ Listing hma321.2060269.2624801
Identified
April 21st, 2021

-  4 Documented Stays
March, 2021
-  2 Documented Stays
February, 2021
-  2 Documented Stays
January, 2021
-  3 Documented Stays
December, 2020
-  3 Documented Stays
November, 2020
-  6 Documented Stays
October, 2020
-  4 Documented Stays
September, 2020
-  Listing hma321.2060269.2624801 First
Crawled
September 21st, 2020
-  Listing hma321.2060269.2624801 First
Activity
September 21st, 2020
-  Listing air44435961 First Crawled
September 20th, 2020
-  Listing air44435961 First Activity
September 11th, 2020