



HURRICANE CITY UTAH

Mayor

Nanette Billings

City Manager

Kaden DeMille

City Council

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

Hurricane City Council Meeting Agenda

January 16, 2025

5:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Swearing in of Police Chief Kurt Yates

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 12:00 p.m. the Tuesday one week before the Council meeting.

CONSENT AGENDA

1. **Minutes** of the Regular City Council Meeting for December 19, 2024
2. Consideration and possible approval of **Resolution 2025-06 appointing Clark Fawcett** to the Ash Creek Special Service District Board
3. Consideration and possible approval of **Resolution 2025-07 appointing members to the Planning Commission**

4. Consideration and possible approval of **Resolution 2025-08 appointing members to the Power Board**
5. Consideration and possible approval of **Resolution 2025-09 appointing members to the Beautification Board**
6. Consideration and possible approval of **Resolution 2025-10 appointing members to the Airport Board**
7. Consideration and possible approval of **Resolution 2025-11 appointing members to the Historical Preservation Committee**

OLD BUSINESS

1. Consideration and possible approval of the **design for the central island of the roundabout on Sand Hollow Road**- Arthur LeBaron

NEW BUSINESS

1. Consideration and possible approval of **sponsoring the Hurricane Utah Farmers Market** by way of waiving the rental and power fees, extending the season, and banner placement across 100 West.- Annie Spendlove
2. Consideration and possible approval of **Resolution 2025-12 authorizing the Community Education Channel Agency** Third Amended Interlocal Cooperation Agreement
3. Consideration and possible approval of a **Memorandum of Understanding with the Shivwits Band of Paiutes** regarding the use of property owned by the Shivwits Band within Hurricane City boundaries. -Mark Echo Hawk.
4. Consideration and possible approval of an **asphalt path to the water cisterns** off of the 60 East walking path - Lee Beatty
5. Consideration and possible approval of the **relocation of the Hinton Home** next to the museum - Lee Beatty
6. Consideration and possible approval of the **relocation of the Pine Valley monument** on SR-9 to another location - David Hirschi
7. Consideration and possible approval of an **amendment extending the term of a reimbursement agreement** for Elim Valley
8. Consideration and possible approval of an **agreement with Downtown Redevelopment Services LLC** regarding the zoning overlay for the downtown masterplan - Gary Cupp
9. Consideration and possible approval of a **renewed contract with Alpha Engineering** for engineering services - Dayton Hall
10. Consideration and possible approval of ZC25-01, a **Zone Change Amendment** request to rezone a property located at 808 S 920 W from RA-1 (Residential Agriculture, one unit per acre) to RA-0.5 (Residential Agriculture, one unit per half acre).
11. Mayor, Council, and staff reports
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

Agenda Summary for Hurricane City Council January 16, 2025

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Swearing in of Police Chief Kurt Yates

Consent Agenda

1. Minutes for December 19, 2024.
2. Resolution appointing Clark Fawcett to Ash Creek Special Service District Board.
3. Resolution appointing Amy Werrett and Michelle Smith to the Planning Commission.
4. Resolution reappointing Dave Imlay to the Power Board.
5. Resolution appointing Leah Evans, Steve Baugh, and Mike Parker to the Beautification Board.
6. Resolution appointing Jason Campbell and Scott Freeman to the Airport Board.
7. Resolution reappointing Lee Beatty to the Historical Preservation Committee.

Old Business

1. This item was discussed at the last Council meeting and was continued so staff could provide more information.

New Business

1. Hurricane Utah Farmer's Market is a 501(C)(3) group that has held a farmers market at Hurricane City's Community Center for the last four years. They are proposing to hold the market on 100 West in between the Community Center and the Fine Arts Building as they have done for the past two years. The group is requesting to be open every Saturday from March to November, excluding Peach Days weekend or other previously scheduled events. The group is asking the Council to waive all fees associated with renting the space and power. They would also like to hang a banner across 100 West advertising the Farmers Market. This banner would stay up March-November. – Cindy Beteag
2. Since 1995 Hurricane City has been a member and participating agency in the Community Education Channel Agency Interlocal Cooperation Agreement. The purpose of the agreement was to fund, operate, and finance a community education channel that would be staffed through students enrolled at Dixie College.

Over the decades the interlocal agreement was amended for several reasons, all of which were purposed to continue the operation of the Community Education Channel Agency.

This amendment has the purpose to wind-up, dissolve, and distribute the assets of the CEC.

As a matter of interesting local history, the original interlocal agreement was signed by Dixie College, the second amendment of the interlocal agreement was signed by Dixie State College, and the third amendment will be signed by Utah Tech University. This history also manifests the reason for dissolution of the CEC Agency, simply put, technology has passed by the purpose for the CEC and the participating agencies no longer use the services of the CEC to broadcast public meetings. – Kaden DeMille

3. The Shivwits Band of Paiutes have submitted a fee-to-trust application to the Bureau of Indian Affairs for two parcels of land adjacent to SR-9 between the Maverik by Walmart and 3700 West Street. The Shivwits have requested that the City Council support of the application. The Shivwits currently own the land, but if the application is approved, the land will be transferred to the U.S. federal government to be held in trust for the benefit of the Shivwits, which means the land will essentially become a part of the reservation. This item was introduced to the City many months ago, and the City and the Shivwits have been working through the identified potential issues with the fee-to-trust approval. The full draft MOU is in the packet. A summary of the key terms is as follows:

- The MOU will not be effective unless the fee-to-trust application is approved.
- Improvements on the property will comply with the City's commercial zoning standards, the Utah Building Code, and the City's Standards.
- Improvements will be inspected by a licensed building inspector.
- Normal impact fees will be paid to the City prior to vertical development.
- Utility services will be applied for and provided the same as any other customer.
- Recognizing that the property will be removed from the City's tax base as far as property taxes and sales taxes, which are used by the City to maintain its operations and services, the Shivwits will pay an annual Community Contribution Fee that has been estimated to approximate the amount of revenue that would be generated by a comparable travel plaza. The Community Contribution Fee will be 1% of the current land value, increasing by 3% annually to account for inflation.

Summary drafted by Dayton Hall, City Attorney

4. Summary not provided.
5. Summary not provided.
6. Summary not provided.
7. This agenda item is a request from the original Elim Valley developers to extend the term of an expired reimbursement agreement. On May 16, 2008, the City entered into

a Reimbursement Agreement with Elim Valley Planning & Development, LLC and Mellon Valley, LC (the “Developers”). The Developers dedicated a portion of Sand Hollow Road to the City and, in exchange, the City entered into the Reimbursement Agreement in which the Developers were issued 196 streets impact fee vouchers valued at \$3898, for a total value of 764,008. A few of the vouchers were used in the first phases of Elim Valley, but most were not used. The Reimbursement Agreement states that “This Agreement shall expire fifteen (15) years from the date of signature, regardless of the total amount of reimbursement paid by City to Developer.” The Reimbursement Agreement also provides that the “term may be extended if agreed upon by both Parties.” The Developers are requesting that the term be extended. The term was agreed to in 2008, and the City has no legal obligation to extend the term. If the Council agrees to extend the term and allow the expired vouchers to be used, the amount of revenue that will be forfeited for the streets impact fee fund will be \$689,946.00.

-Dayton Hall, City Attorney

8. In accordance the Downtown Master Plan approved in 2023, staff intends to continue with Downtown Redevelopment Services LLC for the purpose of creating a Zoning Overlay District for the downtown area delineated in the Downtown Master Plan. The zoning overlay will guide future downtown development to ensure that new buildings and public spaces align with the desired aesthetic, function, and community vision for the area. The goals for the zoning overlay are:
 - to create a vibrant, walkable downtown that fosters community interaction;
 - to promote mixed-use development that integrates residential, commercial, and civic uses;
 - to establish architectural and urban design standards that reflect Hurricane's local identity, historical context, and future vision;
 - to encourage sustainable, adaptable design that supports long-term economic and environmental goals; and
 - to facilitate streamlined and predictable development approval processes.

The proposed contract amount of \$23,000 was included in the approved 2024 - 2025 fiscal year budget. The term of the contract is proposed to expire on 8/1/2025. - Gary Cupp

9. The proposed contract is consistent with the City’s current relationship with Alpha Engineering. Although the City accepted these rates in a proposal by Alpha in 2015, there was never a signed contract. The lack of a signed contract surfaced this month when the Utah Board of Water Resources requested a copy of the engineering services contract as part of the Board’s award of a zero interest loan to the City for the construction of the pressurized irrigation system and the new culinary water tank and well. A contract with Alpha Engineering is required prior to the Board’s meeting on

January 30th. Staff recommends approval of the contract. The City Attorney approves the contract as to form. -Dayton Hall, City Attorney

10. The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.05 acres located on the west side of 920 W and north of 900 S. The applicant has stated that their purpose is to facilitate a lot split to build two homes. The Planning Commission heard this item on 1/9/2025. No objections to the project were voiced during the public hearing for this item and the Planning Commission voted 7 in favor with 1 abstention to approve the zone change request.

Findings

Staff has reviewed the proposed zone change and finds that the project:

- The application meets the standards within the General Plan and General Plan Map.
- The zone change is harmonious with existing development in the area in that most of the surrounding development is large lot single family homes.
- The proposed zone change will not adversely impact the area, and is within the parameters of the General Plan.
- Services are adequate to serve the area and proposed project

Staff recommends approval. --Gary Cupp

11. Mayor, Council, and staff reports.

12. Closed Meeting upon request.

Minutes of the Hurricane City Council meeting held on December 19, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

Members Excused: Drew Ellerman

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

AGENDA

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

Larry Palmer reported they have issued twenty-four single family building permits, one four plex, and two commercial permits for Wasatch Trailers and a sales office in the Dunes area.

Darren Barney provided an update on the Veterans Park, noting that progress is being made, with the pavilion footings poured earlier this week. He also shared that Toleua has returned home from the hospital but is unlikely to return to work for some time, if at all. The department has been operating with three vacant positions for a while, but after conducting numerous interviews, offers have been extended to two candidates who are expected to start soon.

Ken Richins stated that the irrigation project is underway, with piping delivered to 1300 South. Work on the project is scheduled to begin during New Year's week. The settling pond and booster project near the power substation on 1300 South has also started, and he expressed enthusiasm about moving forward with these efforts. He noted that the test well in Sky Ranch has encountered lava at approximately 121 feet, but they remain hopeful about breaking through it next week. The power conduit has been installed for the Dixie Springs Well, and the plans are nearly ready to go out for bid pending the Health Department's final review.

Chief Yates stated that last week's Shop with a Cop event was a great success, with support from the community making it possible to shop for fifty kids that were present and an additional ten. The Youth City Council assisted with wrapping gifts, contributing to the event's success. He noted there were several vehicle break-ins recently. However, the suspect was apprehended in Hurricane after using a stolen card in St. George. A search of the suspect's vehicle revealed a significant amount of drugs and paraphernalia. He shared that a major case involving child pornography has been finalized. He explained that confiscated drugs remain in evidence until the related case is resolved, after which they are destroyed.

38 Scott Hughes expressed gratitude to Mayor Billings for attending the UAMPS meeting and
39 showing support. He shared that the City received an award for improvements made to the
40 Three Falls Substation. He mentioned that UAMPS is currently studying a geothermal project
41 near Beaver and a wind project located in either Idaho or Wyoming, with more details to come.
42 Of the two natural gas projects previously approved, only the Delta project is moving forward,
43 while the American Falls project is awaiting approval from Logan. Logan's support is crucial, as
44 85% participation is required for the project to proceed. UAMPS is also exploring the possibility
45 of involving additional cities in these initiatives.

46 Mike Vercimak expressed his gratitude to the Mayor and Council for the longevity bonus,
47 stating it is greatly appreciated. He shared that they held a couple of preconstruction meetings
48 in recent weeks and issued a notice to proceed for the Mesa Cove project, which will connect
49 1150 W to 600 N. He also thanked all the departments for their collaboration and hard work.
50 Councilman Hirschi clarified that the section of 1150 W south of 400 S will not be on the project
51 list for at least five years.

52 Sel Lovell reminded everyone that the employee Christmas party is scheduled for tomorrow at
53 noon. He noted that there are still several job openings they are actively working to fill. Mayor
54 Billings inquired about the timeline for posting the Public Works Assistant position. Mr. Lovell
55 explained that it is still under review but will be posted as soon as possible.

56 Weston Walker provided updates on several ongoing projects. Signs have been installed on 600
57 North at 700 West and 2800 West as requested by the Council, and he asked for feedback once
58 they've been reviewed. Stripping and signage have started at the golf course for the cart
59 crossing, and parking on the east side of the high school has been striped. Additionally,
60 delineators around the lake have been completed, and repairs on Old Hwy 91 have wrapped
61 up, marking the project's completion. The Sand Hollow Road extension to Bash Parkway near
62 the roundabout is nearly finished and is anticipated to open by early January. Meanwhile, crews
63 have been busy with crack sealing in the downtown area.

64 Arthur LeBaron noted that the Sand Hollow Road project includes a notable roundabout with a
65 large central space that presents an opportunity for development. While there have been
66 discussions about what to place there, no consensus has been reached. Mr. LeBaron requested
67 an agenda item for the January 2nd Council meeting to discuss the matter further. He plans to
68 include concept drawings for review, emphasizing the need to consider the utilities located
69 beneath the site. Mayor Billings suggested that each department submit a list of their needs
70 and ideas for the space. Mr. LeBaron also addressed the irrigation project, cautioning that it will
71 be inconvenient for the public and advised the Council to be prepared for questions. The
72 project will be extensive, requiring significant coordination as multiple tasks are completed in
73 the same areas. He stated FEMA has provided draft maps, which represent the most detailed
74 mapping to date. While the maps will not be adopted for another year or two, they largely align
75 with previous versions. Properties affected by the new mapping will not face immediate
76 changes unless sold, at which point the new owner may need flood insurance. The updated
77 maps will also bring more stringent regulations for new development.

Gary Cupp reported that the Planning Department has been busy handling land use applications. Last week, the Planning Commission had a heavy agenda, and the upcoming one is expected to be similar. Tonight, the Airport Overlay Zone is on the agenda, which needs to be adopted by the end of the year. The department is also continuing work on several projects, including the public facility zoning, downtown overlay, domestic lot splits, and other smaller updates. The R-1-4 zoning will be revisited at the next meeting. Additionally, the department has secured a \$15,000 grant to help prepare the water element of the General Plan.

Fred Resch III thanked the GIS department for updating all the maps. Over the past week, he sent out about twenty violation letters to vacation rentals, including a final violation notice to the business on 920 West. The Planning Commission approved a preliminary plat for a 149-lot townhome subdivision east of Peregrine Pointe, as well as a final site plan for phase 2 of Liberty Village. Additionally, they approved three residential developments, several commercial developments, and a new city park near Sand Hollow. Dayton Hall added that, regarding the property on 920 West, the ordinance prohibits a business from using a residential lot to store business inventory. He also noted that the car lot is using the public street along the dealership for parking, and efforts are being made to bring them into compliance with both of these issues.

6:00 p.m. - Call to Order –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer, Thought, and Pledge led by Joseph Prete.

Declaration of any conflicts of interest

None declared.

Minutes of the Regular City Council Meeting for November 21, 2024, and December 5, 2024

Kevin Thomas motioned to approve the November 21, 2024, and December 5, 2024, minutes as written. Seconded by David Hirschi. Motion carried unanimously.

Public Forum – Comments From Public

OLD BUSINESS

1. Discussion regarding the Park, Recreation, and Trail Impact Fee

Mayor Billings distributed a spreadsheet detailing impact fees charged by other communities. Among those surveyed, no other city imposes a parks and recreation impact fee on commercial properties. Kaden DeMille explained this stems from previous council meeting when a business inquired about the validity of charging parks and recreation impact fee on commercial properties. According to Civil Science their methodology for determining impact fees on commercial properties is appropriate. By analyzing revenue from September to November, he estimated that if commercial properties were excluded from the parks and recreation fees, the residential component would need to increase by \$1,400, raising the residential fee from \$4,663 to \$6,133. However, this exceeds the maximum allowable amount of \$5,023 set by the

115 impact fee study. He outlined three options: maintaining the current structure, eliminating the
116 commercial fee entirely, or shifting the burden to residential properties. Using data from the
117 prior year, he noted that approximately 24% of parks and recreation impact fee revenue would
118 come from commercial properties. Mayor Billings suggested calculating the impact fee by
119 square footage instead of by the water meter size. Mr. DeMille stated if the Council did away
120 with it and didn't make it up in residential, we would lose about three million dollars in revenue
121 in five years. He noted that the funding for the gym is secure, as the calculations were based on
122 the prior parks impact fee, so there is no immediate concern there. However, the pool project,
123 which is estimated at \$13 million, presents a significant funding challenge. With a shortfall of
124 approximately \$4.7 million, Mr. DeMille emphasized the need to seek additional funding,
125 possibly from the county and the school district. He had already discussed the possibility with
126 the county, and they expressed interest, but it is still too early to provide detailed projections. If
127 the decision is made to shift the impact fees from commercial properties to residential, it could
128 delay future projects such as trails, parks, and other facilities. He also pointed out that even
129 with county and school district participation, the City may still fall short by about \$1 million. He
130 suggested the possibility of using RAP tax funds, as discussed in a prior meeting, to bridge the
131 gap.

132 Councilman Fawcett stated he doesn't see that commercial is an impact on the parks, but he
133 understands it will have to go back to residential if they take it off. He would feel more
134 comfortable charging the commercial the same as residential. Mr. DeMille questioned if a new
135 study would need to be done. Gary Cupp agreed it not usually charged to commercial, but it is
136 not unheard of. Councilman Thomas pointed out Starbucks wanted a large meter so theirs
137 wasn't proportionate. Councilman Prete compared the legal term "bad facts make bad law".
138 The case that was presented was unusual and misleading. The sheet that was provided tonight
139 was also misleading because it only included 22 cities out of the 330 cities in the state. He
140 stated Hurricane's land area, 54 square miles, is significant and there is a need to fund the parks
141 and trails. He thinks it is reasonable to charge commercial properties a fee that would help
142 support the costs of maintaining the community, which heavily relies on tourism. Mayor Billings
143 pointed out this is a new fee, and it is affecting businesses. Councilman Fawcett agreed but
144 stated this particular business doesn't need that big of meter and could remedy their problem.
145 Councilman Hirschi agreed we have a large area to cover. Councilman Thomas stated tourists
146 will benefit from our parks and they will contribute to the commercial. Council agreed to keep it
147 the same. Councilman Prete asked in there was a legal concern for keeping it how it is. Dayton
148 Hall stated they had engaged an engineer and a consultant to establish the commercial fee
149 based on its actual impact. He clarified that the issue at hand is not about legal compliance but
150 rather a policy decision for the council to address. He also mentioned Starbucks has requested
151 to downsize their water meter to 1 1/2" instead of 2".

152 **NEW BUSINESS**

- 153 1. Consideration and possible approval of the amended Capital Improvement Plan for the
154 Hurricane City Airport - Mike Vercimak

Mayor Billings read the following summary that was provided in packet written by Mike Vercimak. “The amended CIP that is in the packet reflects a couple of changes from our last CIP document. The lighting project was taken off the CIP and the dates have been updated to reflect the removal of the lighting project and the delay in the AWOS project. The only new item added is the update to our ALP (Airport layout plan). The FAA has asked for an updated ALP due in part to our request to install new power poles on the west side of the airport. To obtain permission to do so we had to acknowledge that the 748-foot runway extension would not be requested in the future, due to the fact that this would require the complete re-location of 1100 West.”

Mike Vercimak explained that the current Airport Layout Plan (ALP) shows a potential runway extension at the south end, which would reach 1100 West. However, a previous review determined that any extension would require shifting the runway westward and rotating it. For the present discussion, the focus is on amending the capital improvement plan. The proposed changes remove the lighting project from the plan, reschedules the delayed installation of the AWOS project, and acknowledges that the newly installed power poles on 1100 West make the runway extension no longer feasible. Councilman Prete referenced past discussions about runway lights and noted that the runway's current length limits larger planes, which had been a factor in not approving the lights at the time. He asked how much of an extension would be needed to accommodate larger planes. Mr. Vercimak responded that a total runway length of 6,000 feet would be required, necessitating the removal of 1100 West. Mayor Billings added that the airport manager had informed the FAA via a formal letter that the City did not plan to extend the runway, which allowed for the installation of the power poles. The amendment to the capital improvement plan formalizes this decision. Mr. Vercimak also mentioned that funds allocated for use within the next couple of years will be directed toward engineering for apron expansion in 2025, followed by taxiway improvements in 2026.

Clark Fawcett motioned to approve the amended Capital Improvement Plan for the Hurricane City Airport. Seconded by Kevin Thomas. Motion carried unanimously.

2. Consideration and possible approval of an extension to the Peach Pit Development Agreement - Danielle Stirling

Mayor Billings read the following summary that was provided in the packet written by Fred Resch III. “This item is being placed on the agenda at the request of the applicants, David and Danielle Stirling, they are the owners of 20 acres of currently agriculturally used property located within the Gateway to Sand Hollow PID at the newly constructed intersection of Bash Parkway and Flora Tech Road. They received a zone change in October 2020 from RA-1 to PC, Planned Commercial which was conditioned on a signed and executed development agreement. The development agreement states that, "Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within

five (5) years from the date of this Agreement (the “Term”), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties." This agreement was recorded on December 1st, 2020, which would mean the agreement expires on December 1st, 2025. The applicant has requested this extension because they want to continue the agricultural use of the property while retaining the right to develop under the development agreement when they are ready to. Planning and Legal staff have reviewed this request and find this acceptable and recommend approval. Attached is the development agreement as recorded with the County Recorder."

Danielle Stirling explained that while they intend to continue farming, they want to preserve the option to develop the land in the future. They approached the Council early to ensure support for their plan, which would allow those leasing the trees to continue their activities without interruption. Dayton Hall clarified that, although there is not yet a draft amendment to the development agreement, the Council could, by motion, authorize the mayor to sign an amendment extending the five-year period to the requested timeframe. He expressed confidence in this approach, noting that the only change would be the extension, which would enable the amendment to proceed without requiring further Council review.

Kevin Thomas motioned to extend the time period for another five years for the Peach Pit Development Agreement with same terms as the existing agreement. Seconded by David Hirschi. Motion carried unanimously.

3. Consideration and possible approval of the location of new pickleball courts - Tiffani Wright/Darren Barney

Arthur LeBaron provided a drawing with the courts on east side. Councilman Hirschi mentioned he has been discussing different options with Councilman Thomas and they would like to discuss it more before the Council makes a decision.

David Hirschi motioned to continue the possible approval of the location of pickleball courts to January 2, 2025. Seconded by Clark Fawcett. Motion carried unanimously.

4. Discussion and consideration of LUCA24-09 a Land Use Code Amendment to Title 10, Chapters 11 and 25 to establish an airport overlay zone. Hurricane City, Applicant.

Mayor Billings read the following summary that was provided in the packet written by Gary Cupp. "In 2023, the Utah State Legislature passed HB 206, establishing airport use amendments. These amendments establish land use requirements for land located within an airport influence area, which is defined as land within 5,000 feet of an airport runway. The purpose of the airport overlay zone is to prevent the creation or establishment of an airport

hazard and to eliminate, remove, alter, or mitigate existing airport hazards to promote the health, safety, and general welfare of the public. The Mandate requires municipalities to adopt an Airport Overlay Zone by December 31, 2024. Accordingly, staff has updated Chapter 25 of Title 10 with the mandated requirements in order to comply with HB 206. Chapter 25 is currently entitled “Runway Protection Zone,” and has been renamed “Airport Overlay Zone.” Also proposed is an update to the airport zoning map to depict the 5,000-foot airport influence area. The Airport Board heard this item on November 19, 2024, and recommended approval. The proposed land use code amendment was heard by the Planning Commission on December 12, 2024, who unanimously recommended approval. Staff recommends approval.”

Steve Nation, a Sky Ranch resident, addressed the Council regarding the private airport at Sky Ranch. He explained that when a bill went to the State, it addressed public airports but omitted private ones, though it was intended to be revisited. He suggested adopting an overlay for Sky Ranch's private airport to prevent future conflicts and expressed hope that Sky Ranch would eventually become part of the City. Councilman Thomas noted that Sky Ranch is surrounded by city property, which makes its operations relevant to the City. Councilman Fawcett questioned whether the City could impose regulations on an airport outside its limits. Mr. Cupp acknowledged uncertainty about applying an overlay to a private airport in the County. Councilman Thomas pointed out that while the law requires regulation for public airports, it does not prohibit similar measures for private airports. Mr. Cupp stated he would contact the County to determine whether they are addressing the issue or if the City should take the lead. Mr. Nation highlighted the potential for 56 additional hangars at Sky Ranch. Dayton Hall recommended approving the current draft and coordinating with the County regarding Sky Ranch, as the City cannot regulate land outside its boundaries.

Clark Fawcett motioned to approve Ordinance 2024-17 amending Title 10, Chapters 11 and 25 establishing an airport overlay zone. Seconded by Joseph Prete. Motion carried unanimously.

Mayor Billings recommended staff scheduling a meeting with the County to discuss this further.

5. Discussion and consideration of ZC24-13 PSP24-38 a Zone Change Amendment request and preliminary site plan approval located approximately at the southeast corner of Gateway Blvd and Jellystone Rd to add a PDO, planned development overlay, over the existing R1-8, single-family residential one unit per 8,000 square feet. Parcel numbers H-4-2-12-1208-GS1 and H-4-2-12-1209-GS1. Western Mortgage and Realty Co - Tim Tippet, Applicant. Karl Rasmussen, Agent.

Mayor Billings read the following summary that was provided in the packet written by Gary Cupp. “The applicant requests a zone change to add a Planned Development Overlay (PDO) to the existing R1-8 zoning on their property. This property was formerly part of the Desert Bloom development that was approved at the preliminary plat level in 2022, but that approval has since expired. The applicant has informed staff that their intention with the zone change application is to request more generous setbacks that could be allowed with the Planned

278 Development Overlay. The Planning Commission heard this item on December 12, 2024, and
279 unanimously recommended approval. Staff recommends approval.”
280 Karl Rasmussen explained this development is right across from Peach Pitt. The south portion is
281 R1-8, and north is R1-6 but they are asking for increase of 16 units to the south portion and a
282 decrease of 21 to the north one. Which would be a 3% decrease overall. They are also adding
283 pocket parks within the subdivision that will tie together with the 12-foot paved trail around
284 the entire thing that will connect to other developments in the area. Kaden DeMille asked who
285 would be responsible for the parks. Mr. Rasmussen stated it would have to be the HOA. He
286 handed out a drawing of a proposed park to the west of this development that includes
287 eighteen pickleball courts. Gary Cupp explained they want to build closer to the lot lines. This is
288 solely to allow smaller setbacks. Mike Vercimak stated speaking for the JUC, they wrestle with
289 these smaller setbacks all the time. He stated the PDO zoning started out as exception to the
290 rule but not they are becoming the normal. Utilities are struggling with this, and it is brought
291 up all the time. Setbacks are there for a reason. They have to have minimum clearance on each
292 of the utilities. He asked the Council to be cognizant of the problems it can cause.
293 Mr. Cupp explained the PDO overlay is to consolidate uses and allows clustering. However, that
294 isn’t what the applicant is doing here but we are not losing open space, and they are asking for
295 lower density. He stated the objective of this zone is to encourage a variety of development
296 patterns and flexibility in building locations. Which he thinks this development meets that.
297 Councilman Prete pointed out the report says staff recommends approval however it seems the
298 planning department feels differently than the JUC Committee. Fred Resch stated the JUC
299 comments are part of the report, and those objections were not brought up when they took
300 this to them. Mr. Cupp explained the staff comments come from Planning Department. They
301 ask the JUC Committee for comments and based on their comments they make a
302 recommendation. They did not see anything objecting to what they are requesting so that is
303 why they recommended approval. Councilman Prete stated he wants more information on the
304 report they get from the Planning Commission including what they discussed. He stated it is
305 helpful to the Council to know if there is a split recommendation on the staff level. Mr. Cupp
306 explained they rely on the JUC recommendations to complete the staff report and no concerns
307 were raised when they took it to them.
308 Mr. Rasmussen stated if this is not approved then they will go back to the layout that was
309 already approved. Councilman Hirschi asked how that benefited the City if it reverted back to
310 what was already approved. Mr. Vercimak stated it gives six more feet to the front setback. Mr.
311 Rasmussen explained what they are proposing will give a larger setback to the house.
312 Councilman Thomas doesn’t want to use the PDO code just to reduce setbacks. He doesn’t see
313 the pocket parks as a reasonable trade to get smaller setbacks. He thinks it will feel denser
314 because of the setbacks. Councilman Prete asked Mr. Vercimak to explain the setback and what
315 is needed for each utility. Councilman Fawcett stated he doesn’t think there is a concern with
316 every lot but once all these lots get built out there are spots where things are close and there
317 isn’t enough room for all the utilities. Mr. Vercimak stated the JUC tries to identify the
318 problems, but it isn’t always caught when they are just seeing it on paper. It never fails that
319 something is hit because they are all so close together. Arthur LeBaron pointed out there are

320 ten-foot utility easements around each lot that is there for the utilities. The front set back
321 allows a buffer from the easement to the front of the house. He stated just because it is tight it
322 doesn't give the utilities the right to go out of the easement. He stated if we need more room
323 then there needs to be a bigger easement. Mr. Vercimak stated that could cause an issue with
324 getting them too close to the house. Mr. LeBaron thinks the garage should be at least 22 feet
325 from back of curb. Councilman Thomas stated the purpose of the code is not just to get smaller
326 setbacks. Councilman Fawcett stated he thought the purpose was to give flexibility to layout it
327 out according to the topography. Mr. Rasmussen stated this is a unique area that is all basalt.
328 They will have a lot of retaining walls and this will make it look nicer.
329 Mr. Vercimak explained it isn't the utility getting out of the easement it is the house getting
330 closer to the easement. Mr. LeBaron agreed there have been issues with this in other areas, but
331 he doesn't see it being a problem with what is being presented. Mr. Rasmussen stated they
332 need approval to make all the different projects work. Scott Hughes mentioned the National
333 Electric Code that requires structures to be ten feet from electrical. This is getting down to the
334 inches, but he thinks it can be done. He agreed that sometimes other utilities are in the way,
335 and it causes them to have to move the power, so it gets everything squeezed in tight. When
336 the elevation changes it causes issues with dirt and rocks sluffing into the conduits. Councilman
337 Thomas stated because of that he thinks they need to keep the current setbacks. Mr. LeBaron
338 stated his biggest concern is the setback to the garage. They need more space for parking.
339 Dayton Hall stated the ordinance allows Council to deviate from the setbacks and set something
340 they are more comfortable with. Mr. Rasmussen stated they would have to get a different
341 builder and go back to what they had before if the smaller setbacks are not allowed.
342 Councilman Fawcett stated there is room to move the house back two feet and still have room
343 in the back. Mayor Billings stated they could keep the PDO setbacks on the side but make the
344 front setback 22 feet and that would address all the concerns. Councilman Hirschi asked if the
345 developer would commit to making some of the lots affordable housing. Mayor Billings
346 recommended asking them to deed restrict 5% of future developments. Mr. Rasmussen stated
347 there are products that are being worked on.
348 Mr. Hall stated PDO zone changes have a site plan that is associated with them and is part of
349 the zone change. These unique setbacks need to be on the site plan. The Council could request
350 an updated site plan showing the 22' setback. Staff would prefer the site plan in front of the
351 Council before a decision is made. Councilman Thomas still has an issue with PDO being part of
352 every development. He questioned why they have zones and setbacks if PDO is allowed
353 everywhere. Councilman Hirschi wants to see affordability as part of this development.
354 Councilman Fawcett stated he thinks they use the PDO zone to help accommodate the
355 property. He doesn't see it as just a way to get smaller setbacks. Councilman Prete pointed out
356 as water becomes limited the large back yard diminishes.
357 Troy Ence online asked what the Council considers as affordable housing. He explained they
358 want these setbacks to get good pricing for the homes. He has been doing this for twenty years
359 and he has never seen a problem with the utilities in the 20-foot setback. Councilman Thomas
360 explained the Mayor was talking about deed restrictions to make if affordable but he would like
361 to see things done naturally to get the homes affordable. This is just going to allow a bigger

home on a smaller lot. Mr. Ence stated the smaller setbacks bring the lot cost down. He explained with larger setbacks you need a larger lot, and it is more money. He stated this product is for younger families and retired people. It is a price consensus product for people. If they have to go to 22' setbacks then they will lose their deeper homes. Councilman Thomas asked if a homeowner would pay less for a home with smaller setbacks than they would for the same house with larger setbacks. Mr. Ence stated this house will be priced less than other developments. It will directly reflect into the price of the home. This allows a larger footprint of the house. Councilman Prete asked what zone they have built in to allow the 20' setback. Mr. Ence explained the only way to get more affordable housing is to do the PDO zoning. He stated he can come back and talk to the Council about pricing, but he doesn't want to come back with 22' setbacks. Ence Homes has a subdivision in Hurricane called Sedero that they built with the same setbacks.

Clark Fawcett motioned to approve ZC24-13 a zone change request and preliminary site plan for H-4-2-12-1208-GS1 and H-4-12-1209-GS1. Councilman Hirschi would prefer to see affordable housing included in the development, but he likes the less dense. Seconded by David Hirschi. Councilman Prete voiced concerns with excess use of the PDO zoning and the front setback. Motion carried unanimously. Councilman Thomas doesn't want the PDO to become the normal just to get smaller setbacks. Councilman Fawcett suggested looking at that code and see if it needs to be amended and possibly requiring some affordability.

6. Discussion and consideration of ZC24-14 PSP24-35 a Zone Change Amendment request and preliminary site plan approval approximately located at the northeast corner of Gateway Blvd and Jellystone Rd to add a PDO, planned development overlay, over the existing R1-6, residential one unit per 6,000 square feet. Parcel numbers H-4-2-1-1112-GS1, H-3-2-6-340, and H-4-2-1-11112-GS1. Western Mortgage and realty Co -Tim Tippet, Applicant. Karl Rasmussen, Agent.

Mayor Billings noted that this item also pertains to Ence Homes. Karl Rasmussen highlighted that the development includes pocket parks and a surrounding trail. He recommended scheduling a future work meeting to address affordable housing. He mentioned that the average lot size is approximately 6,000 square feet and that the proposal includes reducing the density by 33 units. Mayor Billings read the following summary that was provided in the packet written by Gary Cupp. "The applicant has filed a zone change to add a Planned Development Overlay (PDO) to the existing Single Family Residential R1-6 zoning on their property. This property was formerly part of the Desert Bloom development that was approved at the preliminary plat level in 2022, but that approval has since expired. The applicant has informed staff that their intention with the zone change application is to request the more generous setbacks that could be allowed by the Planned Development Overlay. The Planning Commission heard this item on December 12, 2024, and unanimously recommended approval. Staff recommends approval." Councilman Fawcett pointed out they are not changing the density. They are just getting a smaller setback which should be more affordable.

Kevin Thomas motioned to approve ZC24-14 a zone change request and preliminary site plan for H-4-2-1-1112-GS1, H-3-2-6-340, and H-4-2-1-1112-GS1. Seconded by Clark Fawcett. Motion carried unanimously.

Councilman Fawcett expressed a desire for a work meeting with developers to discuss affordability. Mayor Billings scheduled the meeting for 3:30 p.m. on January 2nd. Councilman Fawcett also requested that staff inform the Council of any utility issues in other developments to better understand potential problems related to PDO zoning. Dayton Hall noted there were comments about revisiting the PDO ordinance and mentioned that the Planning Department is currently working to align the ordinance with the Civic Center's needs. He explained that differing staff opinions make it challenging to create a cohesive product and requested direction from the Council. Councilman Fawcett asked for the existing code and the proposed changes to be shared with the Council. Councilman Prete emphasized the importance of defining the limited circumstances under which PDO zoning is considered. He highlighted the need to address issues such as street parking, driveway lengths to prevent vehicles from obstructing sidewalks, and setting clear criteria for granting PDO zoning. Mr. Hall inquired if the Council was comfortable with the 20-foot setback approved during the meeting. The Council agreed to research the matter further and discuss it during the upcoming work meeting.

7. Discussion and consideration of ZC24-15 a Zone Change Amendment request located at approximately 2600 W 100 N from HC, highway commercial, to RM-3, multifamily 15 units per acre and at approximately 2800 W 100 N from MH/RV, mobile home/RV, and R1-8, residential one unit per 8,000 square feet, to GC, general commercial. Parcel numbers H-3-1-32-341, H-3-1-32-342, H-3-1-32-343, H-3-1-32-344, H-3-1-32-44031, H-3-1-32-440112 and H-3-1-32-312 and a portion of parcel numbers H-3-1-32-314 and H-3-1-32-41011. Western Commercial Real Estate, PLLC, Applicant. Joby Venuti, Agent.

Mayor Billings read the following summary that was provided in the packet written by Gary Cupp. "The applicant requests approval of a zone change for two properties to essentially swap the residential and commercial zoning designations between two properties. The first property is located off the SR-7/SR-9 interchange north of 100 N and is currently zoned MH/RV (PDO) as part of the Canyons RV development with a portion of the property as Single Family Residential R1-8. This property is proposed to be changed to General Commercial to allow for commercial development at the interchange. The second property is located off 2600 W, located north of the Comfort Inn. This property is currently zoned Highway Commercial and is proposed to be rezoned to Multiple Family RM-3. A site plan for the RM-3 request was submitted with this application, but a preliminary site plan application was not submitted at this time. A request to rezone to Planned Commercial was denied by the City Council earlier this year. The Planning Commission heard this item on December 12, 2024, and unanimously recommended approval. Staff recommends approval."

Joby Venuti reminded the Council that he had presented this proposal at a work meeting a few weeks ago. He explained that the initial plan was to designate Parcel A as planned commercial and convert it into apartments. However, the Council expressed a preference to preserve the commercial parcels. Taking a broader perspective, he noted the importance of considering 2800 West, which will serve as a future extension in this area. Mr. Venuti stated that most of Parcel B is zoned MH/RV, with a small portion zoned R1-8. He shared his view that the City already has too many RV parks and proposed converting Parcel B to commercial if the project is approved. Parcel A would include 75 residential units. Since this parcel is not highly visible, they believe higher-density residential development is a more suitable use. He added that they plan to extend 100 North as part of the Parcel A development, covering the costs themselves. They are also exploring a connection to 100 North in the Canyons area, though existing homes in the area would need to be relocated to make this feasible. Councilman Prete confirmed that 2800 West would not be widened. Mr. Venuti also noted that his team had donated the bike trail to the City. While Councilman Hirschi expressed a preference for more commercial development and concern about the City already having too much high-density housing, Councilman Thomas pointed out that the proposal provides a good buffer between commercial and residential zones, making it a reasonable compromise. Mr. Venuti concluded by noting that 2800 West's location makes it unlikely people would want to live directly adjacent to it.

Kevin Thomas motioned to approve ZC24-15 a zone change request located at approximately 2600 W 100 N and approximately 2800 W 100 N. Seconded by Clark Fawcett. Motion carried with Kevin Thomas, Clark Fawcett, and Joseph Prete voting aye. David Hirschi voted nay.

8. Consideration and possible approval of the renewal of all liquor licenses - Cindy Beteag

Cindy Beteag reported that all required documents and training have been received and verified. For any training that cannot be verified, a letter accompanies the license, giving the business 30 days to provide proof of completion.

Chief Yates noted that there were two instances of underage sales over the past year, both of which were first offenses for the respective businesses. He explained that the State regulates on-premises licenses, but he has requested that they share investigation results with the City moving forward.

Kevin Thomas motioned to approve the renewal of all liquor licenses. Seconded by Joseph Prete. Motion carried unanimously.

9. Consideration and possible approval of the 2025 Annual Meeting schedule - Cindy Beteag

Cindy Beteag explained that State Code mandates municipalities to post an annual meeting schedule. The proposed schedule complies with the City ordinance, which designates meetings on the first and third Thursdays of each month.

Clark Fawcett motioned to approve the 2025 Annual Meeting schedule. Seconded by David Hirschi. Motion carried unanimously.

10. Discussion and possible decision regarding policy 704 Holiday Leave - Kaden DeMille

Mayor Billings stated she would not be present on Christmas Eve and questioned the necessity of working that day, given the typically slow pace and minimal customer activity. Councilman Hirschi suggested granting Christmas Eve off but not New Year's Eve. Mayor Billings clarified that if a holiday falls on a weekend, it will be at the discretion of the City Manager to determine the observed day off.

David Hirschi motioned to approve updating policy 704 Holiday Leave to include Christmas Eve. Seconded by Kevin Thomas. Motion carried unanimously.

11. Mayor, Council, and staff reports

Cindy Beteag mentioned there is a new requirement for the Council to provide conflict of interest forms on annual basis. Staff is still working through the requirements, but it will be brought to the Council before the deadline.

Councilman Prete shared his experience attending the Shop with a Cop event. He stated it is an event, and he encouraged everyone to participate in the future.

Mayor Billings announced that Councilman Fawcett has been appointed to the Water Conservancy Board. Councilman Fawcett noted that the Fire District's board meeting falls on the same day and mentioned plans to discuss rescheduling it. In the meantime, he asked if someone could cover for him at the first meeting. Mayor Billings stated she might consider making changes to board assignments. Councilman Prete suggested keeping Councilman Fawcett on the Fire Board, especially during budget discussions. Councilman Fawcett emphasized the importance of ensuring that property taxes decrease if the sales tax proposal is approved.

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

Kevin Thomas motioned to go into closed to session at 9 p.m. to discuss the purchase of property and pending litigation. Seconded by David Hirschi. Motion carried unanimously.

Joseph Prete motioned to go out of closed meeting at 9:44 p.m. Seconded by Kevin Thomas. Motion carried unanimously.

Mayor Billings invited the Council to listen to children read on January 23rd from 9:30 to 10:45 a.m. Councilmen Fawcett and Thomas confirmed they could attend.

527 Mayor Billings also mentioned that Ash Creek would soon submit a zone change request for
528 their land to develop affordable housing. She has been discussing the possibility of Ash Creek
529 selling a portion of the land for a future cemetery instead of the planned park. Kaden DeMille
530 noted that the City's current cemetery might only have 20 years of capacity remaining. As St.
531 George and Washington run out of space, more people may turn to this area. He added that the
532 City's nonresident burial fee is comparatively low and may need to be increased.
533 The Council agreed that the fee should be raised and expressed support for acquiring additional
534 cemetery space. Mayor Billings distributed a letter from the Water District regarding water
535 conservation.

536
537 Councilman Prete mentioned there was a discussion several months ago about keeping the
538 Justice Court. He stated if we are planning a new facility, then it is important to know if we
539 need it. Kaden DeMille explained there was a city manager on the committee that was
540 investigating this. However, progress stalled, and the committee went away. There is no more
541 talk about the court going away that he is aware of. Councilman Fawcett explained the only
542 time you can get rid of the court is when the judge retires. Mayor Billings stated she likes having
543 a court because people have a difficult time getting to court if it isn't in town. Mr. DeMille
544 explained his plan is to have the court in this building. He stated one wing could be the court
545 with a remodel. He didn't plan on building a new one.

546
547 **Adjournment:** David Hirschi motioned to adjourn the meeting at 10 p.m. Seconded by
548 Joseph Prete. Motion carried unanimously.

RESOLUTION 2025-06

**A RESOLUTION OF THE HURRICANE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING THE DESIGNATION AND APPOINTMENT OF
A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL
BOARD OF ASH CREEK SPECIAL SERVICE DISTRICT FOR THE
CALENDAR YEAR 2025 AND FOR SUCH TIME THEREAFTER
UNTIL A SUCCESSOR HAS BEEN DESIGNATED AND APPOINTED**

WHEREAS Ash Creek Special Service District was created by the Washington County Commission for the purpose of providing wastewater collection and treatment services for the residents of Hurricane, LaVerkin and Toquerville, Utah as well as other unincorporated areas of Washington County, Utah; and

WHEREAS said District is governed by an Administrative Control Board made up of six (6) members, two (2) of whom are designated by each of the three aforementioned cities within the boundaries of the district; and

WHEREAS Hurricane City desires to designate a person to serve on said Administrative Control Board as the representative for Hurricane City during the calendar year 2025 and for such time thereafter until a successor has been appointed; and

WHEREAS all legal requirements pertaining to the designation of said representative has been met; and

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

BE IT HEREBY RESOLVED by the Hurricane City Council of Hurricane, Utah that Clark Fawcett, a member of Hurricane City Council, shall be, and is hereby, designated to serve as the representative for Hurricane City on the Administrative Control Board of Ash Creek Special Service District for the calendar year 2025 and for such time thereafter until a successor has been designated and appointed.

DATED this 16th day of January 2025

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 16th day of January 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING
AMY WERRETT AND MICHELLE SMITH TO THE PLANNING COMMISSION**

WHEREAS, Utah Law 10-9a-301 requires that each municipality “shall enact an ordinance establishing a planning commission”; and

WHEREAS, Hurricane City has adopted Hurricane City Code 10-6-4: Planning Commission; and

WHEREAS, Hurricane City code requires the City Council to appoint a Planning Commission “consisting of eight members” and that each Planning Commissioner shall “serve for a term of four (4) years and until a successor is appointed; provided, that the term of the first members shall be such that the terms of two (2) members shall expire each year.” HCC 10-6-4 (B); and

WHEREAS, the terms “of the Planning Commission members shall begin on or before the first Monday in February of each year”; and

WHEREAS, the Mayor, with advice and consent of the City Council, may reappoint current Planning Commission members to service for successive terms.

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

1. Amy Werrett is hereby appointed to the Planning Commission for a term commencing on February 4, 2025, and expiring on February 5, 2029.
2. Michelle Smith is hereby appointed to the Planning Commission for a term commencing on February 4, 2025, and expiring on February 5, 2029.

PASSED AND APPROVED the 16th Day of January 2025.

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 16th day of January 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
REAPPOINTING DAVE IMLAY TO THE POWER BOARD**

WHEREAS, Hurricane City has adopted Hurricane City Code Title 8, Chapter 4, Section 2: Municipal Power Board;

WHEREAS, Hurricane City Code creates a Municipal Power Board (“Board”) to serve as an advisory Board to the City Council, with the Board consisting of six voting commissioners, with each commissioner serving a four-year term;

WHEREAS, new members are appointed by the Mayor, with the advice and consent of the City Council;

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

1. Dave Imlay is hereby reappointed to the Power Board for a term commencing immediately and expiring on February 1, 2029.

PASSED AND APPROVED this 16th day of January 2025

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 16th day of January 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING
BEAUTIFICATION COMMITTEE MEMBERS.**

WHEREAS, Hurricane City has created a Beautification Committee as an informal steering committee to assist with and spearhead beautification efforts throughout the City; and

WHEREAS, Leah Evans and Steve Baugh have diligently served as members of the Beautification Committee, providing valuable contributions and leadership in advancing the committee's goals; and

WHEREAS, their current terms on the Beautification Committee have expired, and they have expressed a willingness to continue their service to the community; and

WHEREAS, there is currently a vacant position on the Beautification Committee, and Mike Parker has been identified as a qualified candidate willing to serve and complete the term ending on February 1, 2027; and

WHEREAS, the City Council recognizes the importance of maintaining an active and engaged Beautification Committee to support the city's beautification initiatives and goals;

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

1. Leah Evans is hereby reappointed to the Beautification Committee for a term commencing immediately and expiring on February 1, 2028.
2. Steve Baugh is hereby reappointed to the Beautification Committee for a term commencing immediately and expiring on February 1, 2028.
3. Mike Parker is hereby appointed to the Beautification Committee to fill a vacant position, with a term commencing immediately and expiring on February 1, 2027.
4. The City Council expresses its gratitude to Leah Evans, Steve Baugh, and Mike Parker for their commitment to serving Hurricane City and advancing its beautification efforts.
5. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED the 16th day of January 2025.

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 16th day of January 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, City Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING
AIRPORT AUTHORITY BOARD MEMBERS.**

WHEREAS, Hurricane City has adopted Hurricane City Code Title 2, Chapter 1: Airport Board Authority;

WHEREAS, Hurricane City Code creates a City Airport Authority Board (“Board”) to serve as an advisory Board to the City Council, with the Board consisting of seven voting members, with each member serving a four-year term;

WHEREAS, the Mayor, with advice and consent of the City Council, may reappoint current Board Members to service for successive terms, or appoint new Board members to fill expired terms;

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

1. Jason Campbell is hereby appointed to the Airport Authority Board for a term commencing immediately and expiring on February 1, 2029.
2. Scott Freeman is hereby reappointed to the Airport Authority Board for a term commencing on February 2, 2025, and expiring on February 1, 2029.

PASSED AND APPROVED the 16th day of January 2025.

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 16th day of January 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and

seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
REAPPOINTING LEE BEATTY TO THE HISTORIC PRESERVATION
COMMISSION.**

WHEREAS, Hurricane City has adopted Hurricane City Code 10-6-6: Historic Preservation Commission; and

WHEREAS, Hurricane City code requires the City Council to appoint a Historic Preservation Commission consisting of five members who shall have a demonstrated interest, competence, or knowledge in or of historic preservation; and

WHEREAS, the terms of Historic Preservation Commission members shall begin on the first Monday in February of each year and shall be staggered. Each member of the Historic Preservation Committee shall serve for a term of not less than two nor more than four years, as determined by the City Council, and until a successor is appointed; and

WHEREAS, members may be reappointed for successive terms; and

BE IT HEREBY RESOLVED by the City Council of Hurricane City, Utah that Lee Beatty is hereby reappointed to the Historic Preservation Commission commencing on February 5, 2025, and expiring on February 5, 2029.

PASSED AND APPROVED the 16th day of January 2025.

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 16th day of January 2025. Whereupon a motion to

adopt and approve said Resolution was made by _____ and seconded
by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder



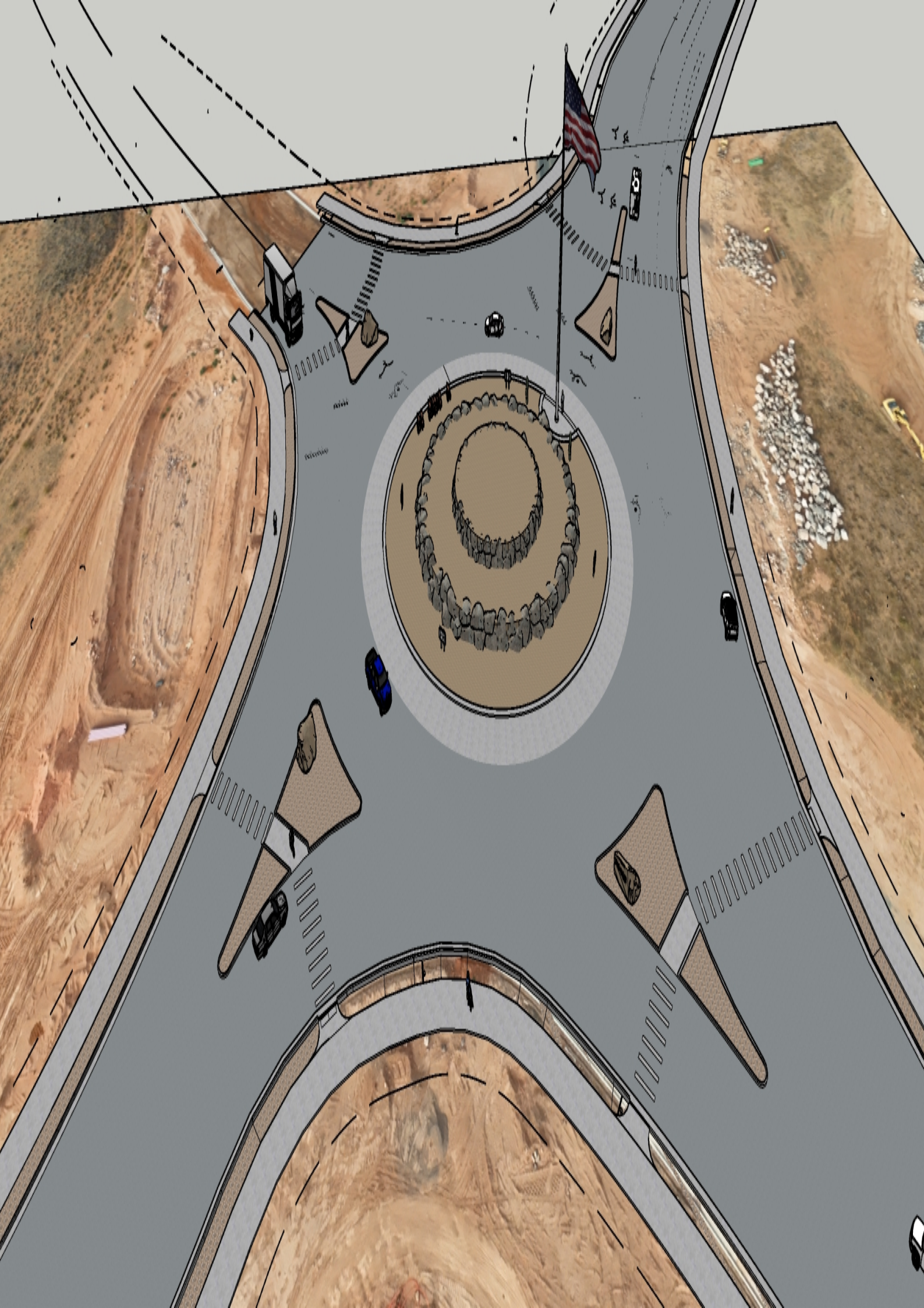
STAFF COMMENTS

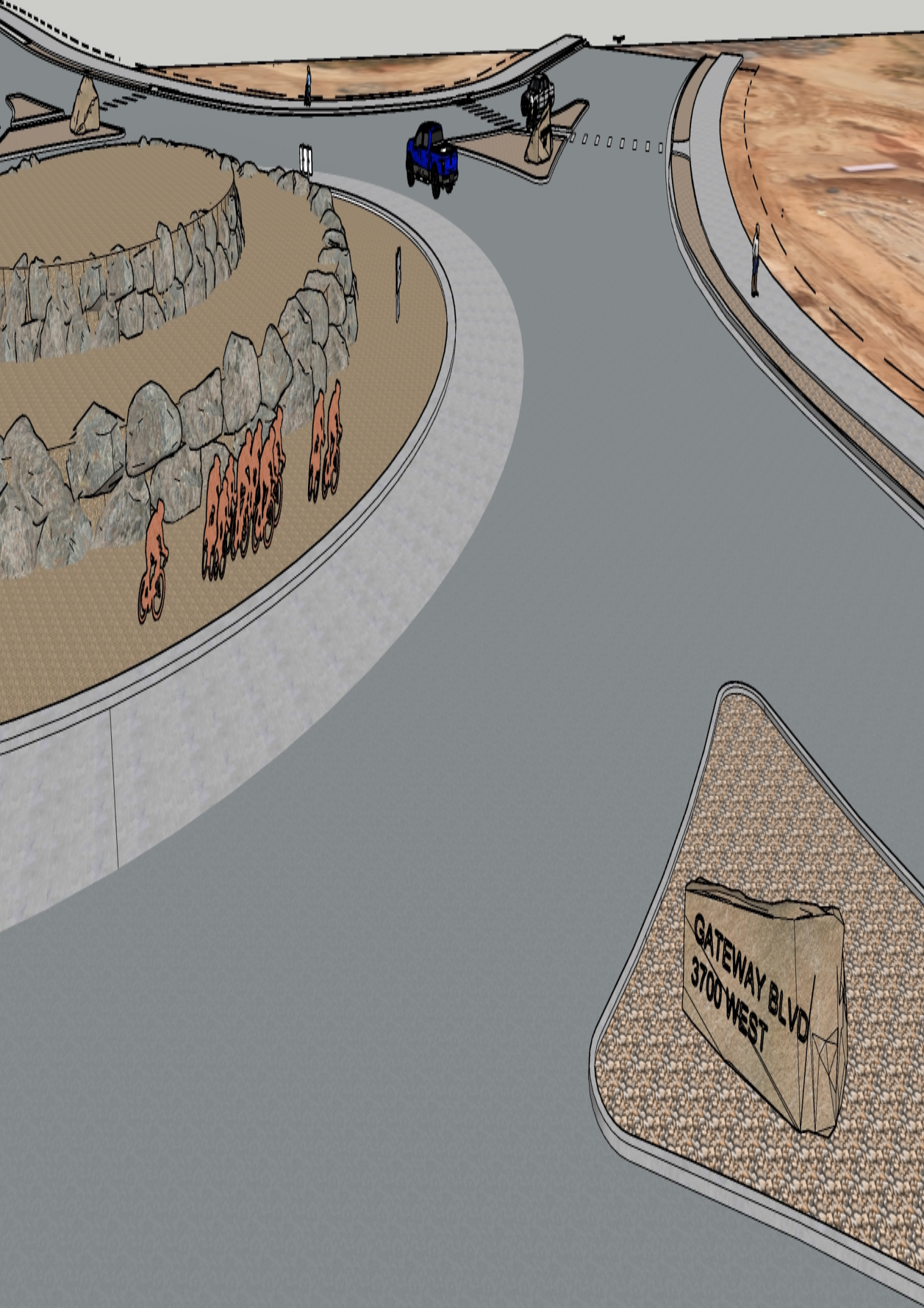
Item: Consideration and possible approval of the design for the central island of the roundabout on Sand Hollow Road.

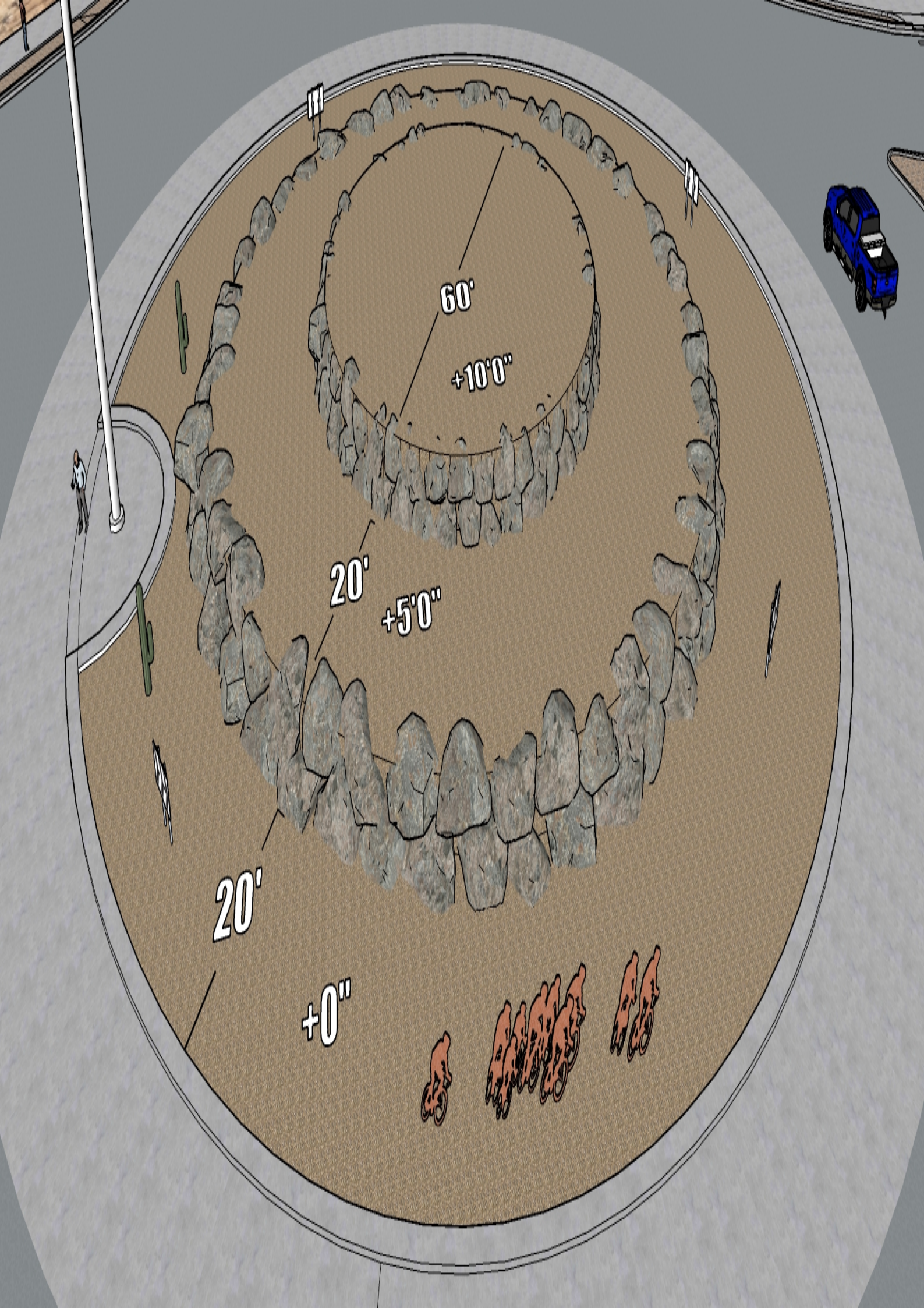
Discussion: The Sand Hollow Road project includes a prominent roundabout with a large central area that offers potential for development. Although there have been discussions about what to place in this space, no consensus has been reached. The Council is being asked to make a decision on what should be placed there. When considering options, the Council should take into account the utilities located beneath the area and the potential costs of future improvements, including the possibility of relocating whatever is placed in the space. – Cindy Beteag

Findings:

Recommendation:







60'

+10'0"

20'

+5'0"

20'

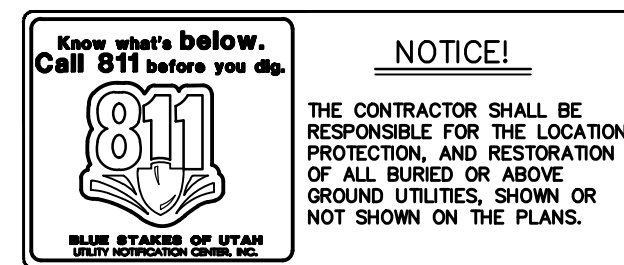
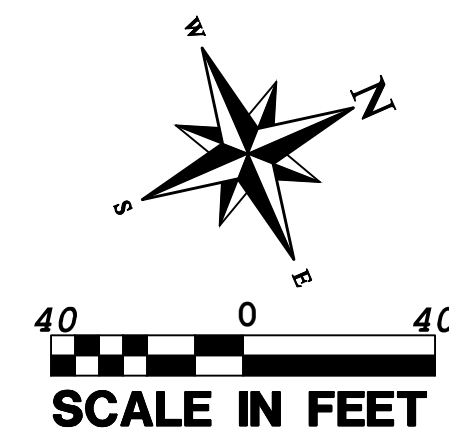
+0"

PLAN & PROFILE FOR: SAND HOLLOW ROAD

LOCATED IN SECTION 1, 2, & 11, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- ADA RAMP
- FIRE HYDRANT
- WATER VALVE
- PROPOSED CURB INLET
- PROPOSED SANITARY SEWER MANHOLE
- M.E.S. STRUCTURE
- EXISTING HYDRANT
- STUB
- THREE WAY VALVE
- FOUR WAY VALVE
- STOP SIGN
- OUTLET BOX

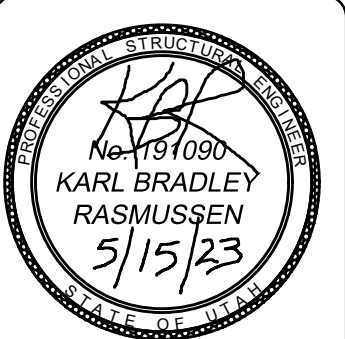


LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING CONTOUR
- FINISH CONTOUR
- PROPOSED CURB, GUTTER & SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVEMENT
- PROPOSED STORM DRAIN (SIZE SHOWN)
- PROPOSED IRRIGATION LINE
- CENTER LINE
- PROPOSED WATER LINE, SIZE SHOWN
- PROPOSED SEWER LINE, SIZE SHOWN
- EXISTING GAS LINE
- EXISTING 60" WATER LINE
- EXISTING 18" WATER LINE
- UTILITY EASEMENT
- TOP BACK OF CURB ELEVATION
- PROPOSED PAVEMENT
- PROPOSED TRAIL/SIDEWALK

REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane, UT 84531
Phone: (435) 688-8801

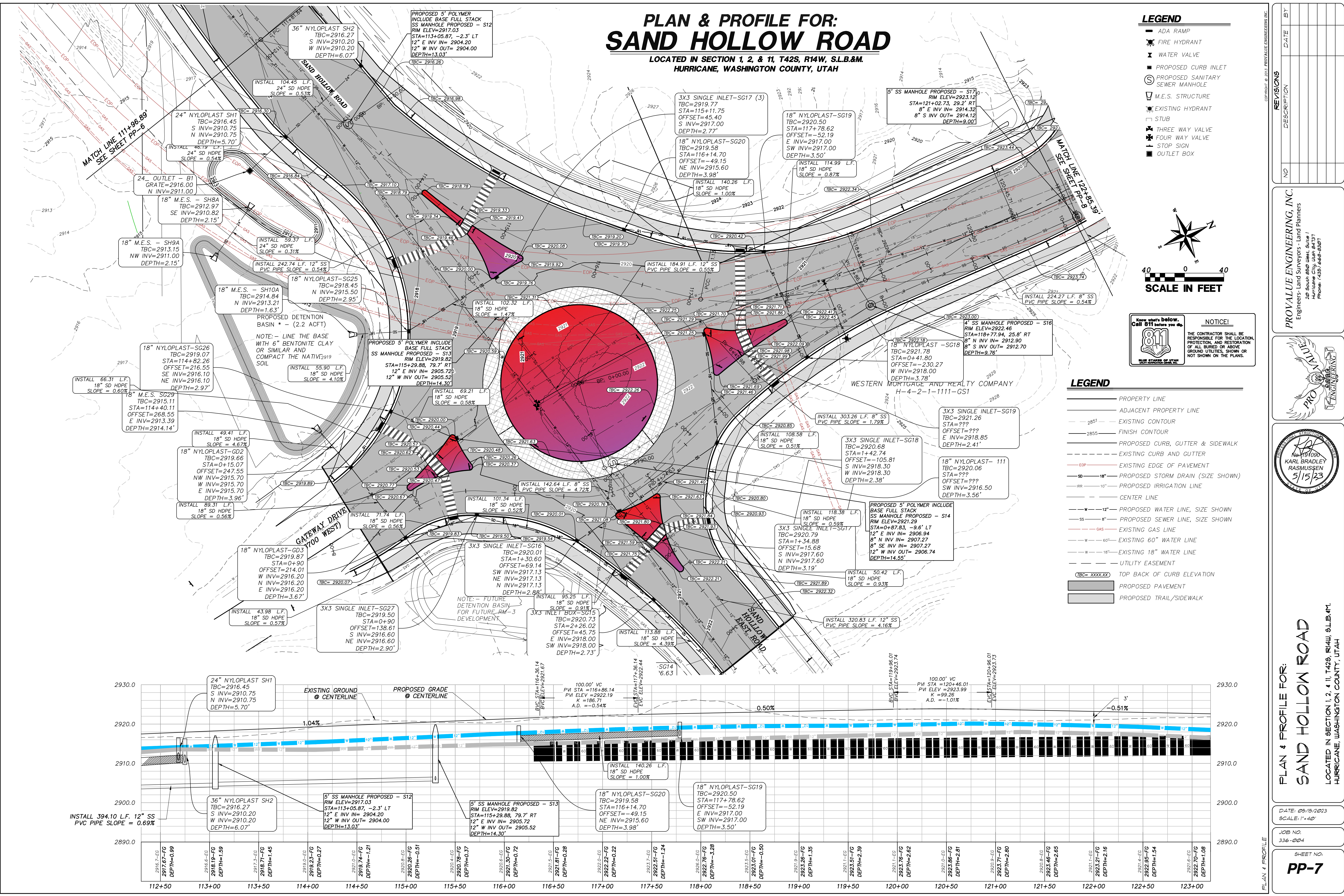


PLAN & PROFILE FOR:
SAND HOLLOW ROAD
LOCATED IN SECTION 1, 2, & 11, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 08/15/2023
SCALE: 1"=40'

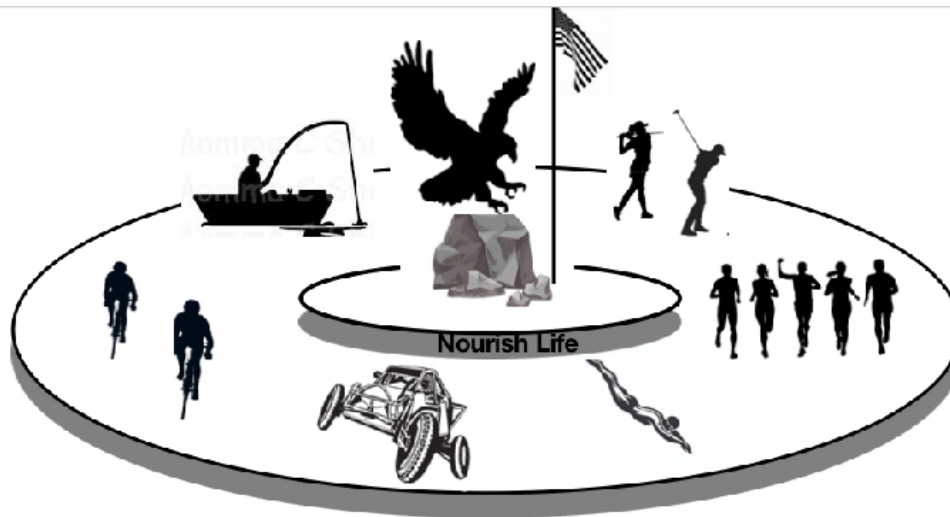
JOB NO.
336-004

SHEET NO:
PP-7



From: [Nanette Billings](#)
To: [Cindy Beteag](#)
Subject: Re: agenda item - round-a-bout Sand Hollow Road
Date: Tuesday, December 31, 2024 11:42:37 PM
Attachments: [image001.png](#)

Please add this to the packet for agenda item # 4



Nanette Billings

Hurricane City Mayor
435-680-2757

On Dec 31, 2024, at 4:54 PM, Cindy Beteag <cindy@hurricane.utah.gov> wrote:

All,

This is for new business #4. It didn't make it in the packet before I had to post it. I will also print it off for the meeting.

Thanks,

Cindy Beteag

<image001.png>

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

From: Arthur Lebaron <arthur@hurricane.utah.gov>
Sent: Tuesday, December 31, 2024 4:33 PM
To: Cindy Beteag <cindy@hurricane.utah.gov>
Subject: RE: agenda item - round-a-bout Sand Hollow Road

Cindy,

Here's a summary:

The roundabout that is under construction at the intersection of Gateway Blvd and Sand Hollow Road has ample room for some landscaping or other decorative items. The roundabout is not only an intersection of roadways, but also utilities. Any decorative item(s) that are placed in the center of the roundabout will need to be designed with this fact in mind. We do not want to create a problem for future repairs and maintenance on the utility lines. There are water lines owned and operated by both WCWCD and Hurricane City. There are gas lines and a sewer line as well that cross under the middle of the roundabout. We would like the City Council's input to help decide what should be installed to beautify this intersection, as it will be one of the most important and iconic intersections in the City when the area is built out.

Attached are some renderings that were produced that give some ideas that have been set forth by the PID. Also attached is a plan view of the roundabout with the utilities.

From: Cindy Beteag <cindy@hurricane.utah.gov>
Sent: Thursday, December 26, 2024 2:42 PM
To: Arthur Lebaron <arthur@hurricane.utah.gov>
Subject: agenda item - round-a-bout Sand Hollow Road

Arthur,

I am working on minutes from the last meeting and found where you requested an item to be on the next agenda to decide what should be in the middle of the round-a-bout on Sand Hollow Road. I missed it on the preliminary agenda that I sent out, but I am adding it now. Could you please send me a summary before Friday afternoon if possible?

Thanks!

Cindy Beteag

<image001.png>

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

<RoundAbout1.jpg>
<RoundAbout2.jpg>
<RoundAbout3.jpg>
<Sheet from Construction Plans - Sand Hollow Road - 2023.05.23.pdf>



STAFF COMMENTS

Item: Consideration and possible approval of sponsoring the Hurricane Utah Farmers Market by way of waiving the rental and power fees, extending the season, and banner placement across 100 West.

Discussion: Hurricane Utah Farmer's Market is a 501(C)(3) group that has held a farmers market at Hurricane City's Community Center for the last four years. They are proposing to hold the market on 100 West in between the Community Center and the Fine Arts Building as they have done for the past two years. The group is requesting to be open every Saturday from March to November, excluding Peach Days weekend or other previously scheduled events. The group is asking the Council to waive all fees associated with renting the space and power. They would also like to hang a banner across 100 West advertising the Farmers Market. This banner would stay up March-November. – Cindy Beteag

Findings:

Recommendation:

Dear Mayor and City Council;

I want to thank you on behalf of the vendors and customers of the Hurricane Utah Farmers Market for your continued support of Hurricane Utah Farmers Market. We had a very successful market last year. I saw many of you at the market this year.

The addition of SNAP, Double Up, and Senior Farmers Market Nutrition programs were a huge success. The community received \$7,747 worth of food assistance, with \$4,210 provided through farmers market-specific food assistance programs.

During our end of the season survey we found that many of our vendors and community members would like to see the market start earlier in the season.

This year HUFM would like to ask for your continued support by sponsoring the market and waiving all fees associated with rental of 100 West and the power needed for our musicians and classes that we provide.

We would like to begin the market on the first weekend of March. We will gladly make exceptions for the Easter Car Show and Peach Days. Our farmers are preparing to have produce, eggs, and meats available March 1. Our home bakers, canners, and artisans are also preparing for a March 1 start date.

We are ready to install the banner that was approved in 2024 over 100 west and would like to confirm that this is still approved.

Thank you for your time and consideration.

Annie Spendlove
Owner
Hurricane Utah Farmers Market



HURRICANE UTAH FARMERS MARKET

2025



FOOD ASSISTANCE PROGRAMS



Snap	\$3,237.00
Double Up	\$3,205.00
SFMNP	\$1,005.00

\$7,447.00

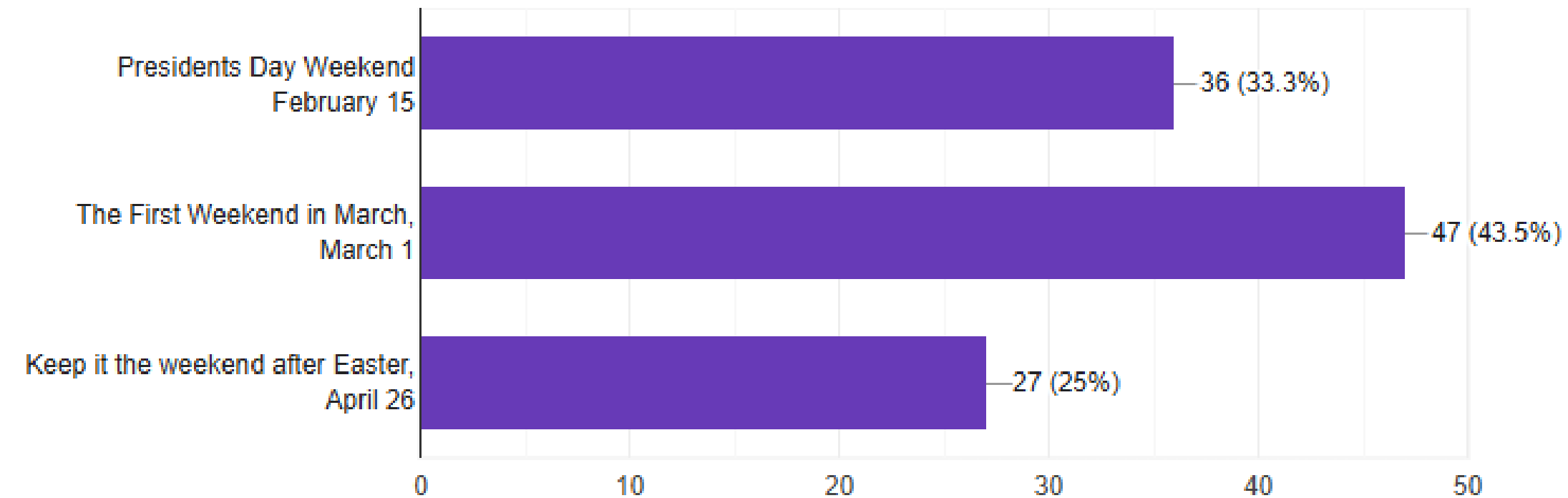
COMMUNITY IMPACT



5 Musicians
32 Bakers
13 farmers
7 food trucks
52 Artisans

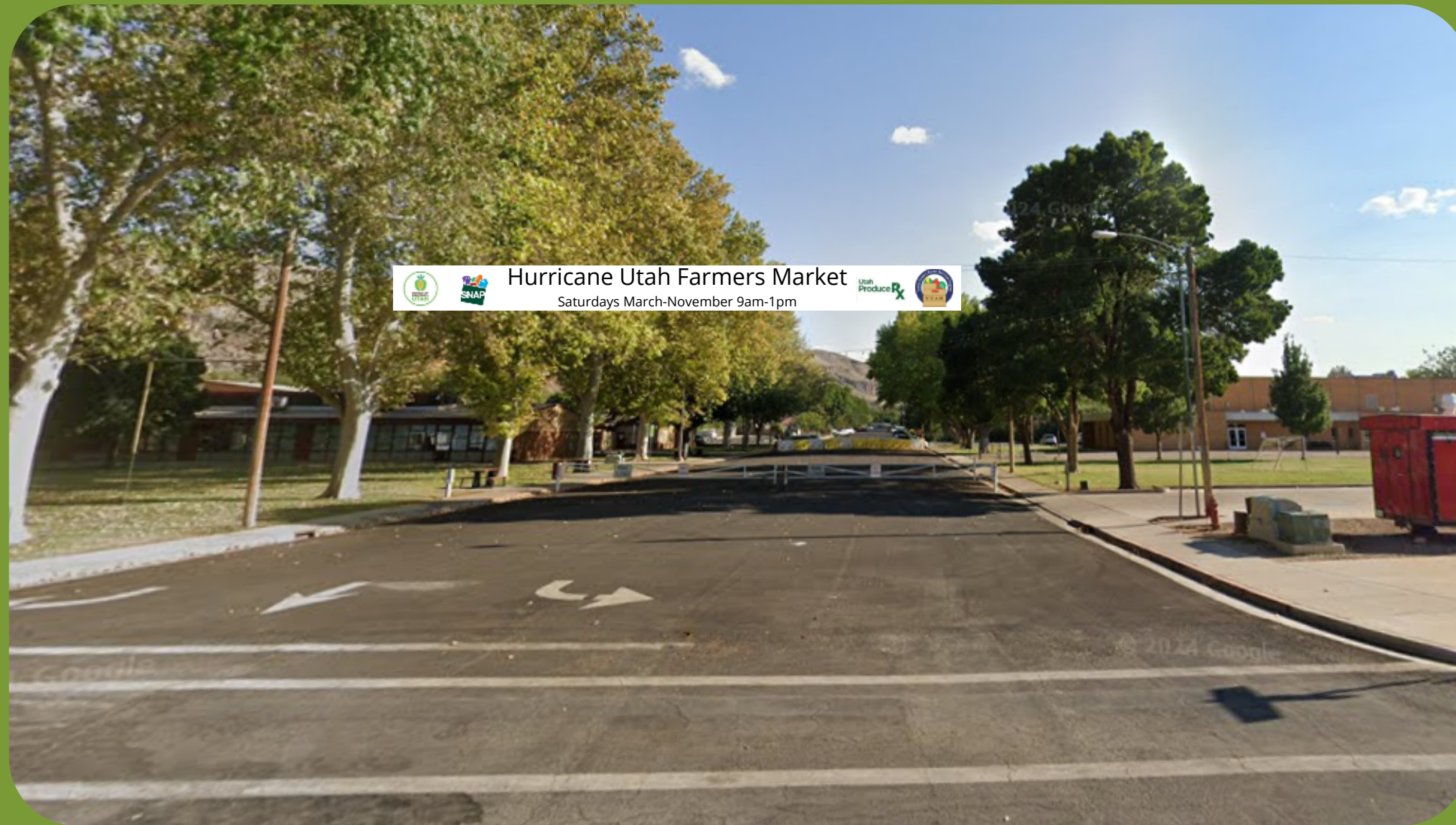
What date would you like to see the market open?

108 responses



Many customers and vendors have expressed interest in extending the farmers market season. To address this, we seek the city's support to open earlier, starting on the first weekend of March.

SIGN ON 100 WEST



This sign was approved in 2024 however we did not complete that project and would like to complete before the opening weekend of the market this year.

SUPPORT

City Sponsorship of the HUFGM

We are asking for continuing of the waving of fees for rental and power for our performers.

Farmers Market Date Extension

In November we surveyed our customers and found that the majority of them wanted to extend the market dates to begin earlier in the season. I have spoken with our farmers and some have greenhouses. These farmers are willing to start their gardens so that their harvests will begin earlier in the season.

Banner Over 100 West

This was approved in 2024 however we were unable to complete. We now have the funds and a print company lined up to complete the project before the opening of the market on March 1.

THANK YOU FOR YOUR CONTINUED SUPPORT

HUFM has become an
amazing part of our
community providing Fresh
local produce to locals and
tourist.





STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-12 authorizing the Community Education Channel Agency Third Amended Interlocal Cooperation Agreement.

Discussion: Since 1995 Hurricane City has been a member and participating agency in the Community Education Channel Agency Interlocal Cooperation Agreement. The purpose of the agreement was to fund, operate, and finance a community education channel that would be staffed through students enrolled at Dixie College.

Over the decades the interlocal agreement was amended for several reasons, all of which were purposed to continue the operation of the Community Education Channel Agency.

This amendment has the purpose to wind-up, dissolve, and distribute the assets of the CEC.

As a matter of interesting local history, the original interlocal agreement was signed by Dixie College, the second amendment of the interlocal agreement was signed by Dixie State College, and the third amendment will be signed by Utah Tech University. This history also manifests the reason for dissolution of the CEC Agency, simply put, technology has passed by the purpose for the CEC and the participating agencies no longer use the services of the CEC to broadcast public meetings. – Kaden DeMille

Findings:

Recommendation:

RESOLUTION 2025-12

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, AUTHORIZING THE COMMUNITY EDUCATION CHANNEL AGENCY THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT

WHEREAS pursuant to the provision of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "ACT"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS Hurricane City ("City") entered into an interlocal agreement with the following entities: Utah Tech University (formerly Dixie State College of Utah), a political subdivision and an institution of higher education of the State of Utah; City of St. George, a Utah municipal corporation and a political subdivision of the State of Utah; Ivins City, a Utah municipal corporation and a political subdivision of the State of Utah; Santa Clara City, a Utah municipal corporation and a political subdivision of the State of Utah; Washington City; a Utah municipal corporation and a political subdivision of the State of Utah; and Washington County, a Utah municipal corporation and a political subdivision of the State of Utah; and

WHEREAS the interlocal agreement was entered into in 1995 and amended in 1998 and 2007 to create and operate the Community Education Channel Agency ("CECA") and Community Education Television Channel and governing board; and

WHEREAS the governing board of the CECA has now recommended (in the letter attached as EXHIBIT A) to dissolve the governing board, CECA, and the Community Education Television Channel due to changes in profitability of and societal use of traditional television channels; and

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

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

1. That the Mayor is authorized to enter into the Amendment attached as Exhibit B.
2. Pursuant to Section 11-13-202.5 of the Act, the amendment has been submitted, or will be submitted prior to execution, to legal counsel of the City for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Amendment, a copy thereof shall be filed immediately with the City Recorder.
4. The effective date of the Amendment is as specified in the Amendment.
5. This Resolution will take effect upon adoption.

DATED this 16th day of January 2025.

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 16th day of January 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag

EXHIBIT A

EXHIBIT B

Hello!

I hope this letter finds you well. As board chair of the Community Education Channel, I want to convey the effort and consideration that has gone into our decision as a board to terminate our interlocal agreement on June 30th, 2025. With the rise in streaming over the last decade, we saw station revenues dropping every year. We explored several options to shore up the shortfall, but in the end decided that it was best to end our involvement with the station and turn the assets over to Utah Tech University.

Enclosed you'll find an amendment outlining this process. Any cash left over after June 30th, 2025 will be split amongst the municipalities proportionally. The station is in a good financial position now and we expect there will be funds remaining, even after our planned severance packages for two staff members that will lose their jobs.

The board had several discussions regarding what to do with the remaining assets, which you'll find listed in the amendment. Ultimately, it was decided that the cost to liquidate the specialized assets of the station would be significant, plus the expected revenues from the sale would be much less than the fair market value. Additionally, the education of students in broadcast media has always been a goal of the CEC board, and donating the assets to Utah Tech continues this objective. Utah Tech has specific ongoing programs that utilize these assets, so liquidating them would significantly hamper those classes. The board also recognized the strong partnership with the University for almost 20 years, including significant investments the University had made in staff wages and facilities for the CEC.

This path was chosen unanimously by the CEC board. If you have any questions or concerns, please reach out to your representative on our board. I'm also happy to answer any questions. We'll need each city council to adopt this amendment to the interlocal agreement. We're not in a rush, but would like to have this in place in January of next year.

Sincerely,

Jarett Waite
Santa Clara City Council
435-862-1811 (cell)

**COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
THE THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT**

This Third Amended Interlocal Cooperation Agreement (“Third Amendment”), is entered into by and among the following parties: Utah Tech University (formerly Dixie State College of Utah), a political subdivision and an institution of higher education of the State of Utah; Hurricane City, a Utah municipal corporation and a political subdivision of the State of Utah; Ivins City, a Utah municipal corporation and a political subdivision of the State of Utah; St. George City, a Utah municipal corporation and a political subdivision of the State of Utah; Santa Clara City, a Utah municipal corporation and a political subdivision of the State of Utah; Washington City; a Utah municipal corporation and a political subdivision of the State of Utah; and Washington County, a Utah municipal corporation and a political subdivision of the State of Utah; and any other parties pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Amended by Chapter 26, 2002, as amended (the “Interlocal Cooperation Act”). (These parties may be individually referred to below as “Public Entity” or “Sponsoring Public Entity” or, collectively referred to below as the “parties,” the “Public Entities” or the “Sponsoring Public Entities.”)

WHEREAS, in 1995, an Interlocal Cooperative Agreement (the “Original Agreement”) was entered into by and between Dixie College (now known as Utah Tech University), Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, La Verkin City, and Toquerville, to create and operate the Community Education Television Channel and establish a governing board;

WHEREAS, in 1998, the Amended Interlocal Cooperation Agreement (the “First Amendment”) was entered into between Dixie College (now known as Utah Tech University), Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City, to formally create the Community Education Channel Agency (“CECA”), an Interlocal Agency to operate the Community Education Television Channel, and outlined how parties could be added/removed;

WHEREAS, in 2007, the Second Amended Interlocal Cooperation Agreement (the “Second Amendment”), was entered into between Dixie State College of Utah (now known as Utah Tech University), Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County, and the Washington County School District, to adjust, *inter alia*, the duration of the agreement and outline other obligations for the parties;

WHEREAS, the purpose of CECA is to operate the Community Education Television Channel to allow for community access to local civic, educational, athletic and cultural events, and also provide for student educational involvement as the channel primarily originated from studios and facilities on the university campus;

WHEREAS, CECA has obtained various pieces of equipment and assets to assist in operations;

WHEREAS, throughout the years, various parties to the Original Agreement, First Amendment, and/or Second Amendment have either joined or terminated their involvement with CECA in accordance with the current version of the agreement and the remaining parties of CECA are listed above as the Sponsoring Public Entities;

WHEREAS, with the increasing availability of social media and other streaming platforms, in its January 16, 2024 meeting, the CECA board voted to dissolve the CECA Interlocal Agency and distribute its assets; and

WHEREAS, the parties desire to amend the Second Amended Interlocal Cooperation Agreement in order to dissolve the CECA and distribute the assets among the parties.

NOW, THEREFORE, in consideration as provided herein, the Parties agree to amend the Second Amended Interlocal Cooperation Agreement as follows:

Section 2. EFFECTIVE DATE, DURATION

The section is replaced in its entirety with:

“This Second Amended Interlocal Cooperation Agreement shall become effective upon its approval and execution by the Sponsoring Public Entities. The term of this agreement shall expire on June 30, 2025 (“Termination Date”). Upon termination, each Sponsoring Public Entity will be responsible for its own replacement services that will no longer be provided by the CECA.

The Sponsoring Public Entities will send a CECA representative to a final winding-down meeting in September 2025 to finalize the distribution of assets. Within 90 days of the Termination Date, the disposition of all assets of the CECA will be as follows:

Liquid Assets

Cash Balance Remaining After Termination Date. This will be used to pay any and all outstanding obligations after the Termination Date. All remaining cash assets will be distributed to the Sponsorship Public Entities in the same proportionate share as the Sponsoring Public Entities pay in Sponsorships.

Equipment and Other Assets

List A: CECA Van and Associated Equipment. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List B: Gem Cart. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List C: Equipment Installed at the Washington County Administration Building. This will be the property of Washington County.

List D: All Other Items. The items outlined in the attached List D will become the property of Utah Tech University.

List E: Miscellaneous Assets. Any assets not contemplated by this Third Amendment shall be distributed in a manner agreed upon by the parties in a separate agreement.”

All other provisions of the Second Amended Interlocal Cooperation Agreement shall remain in full force and effect until the termination date.

This Third Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives as of the respective date set forth below.

UTAH TECH UNIVERSITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

University Attorney

HURRICANE CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Hurricane City Attorney

IVINS CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Ivins City Attorney

ST. GEORGE CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

St. George City Attorney

SANTA CLARA CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Santa Clara City Attorney

WASHINGTON CITY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Washington City Attorney

WASHINGTON COUNTY

By: _____

Title: _____

Attest:

Date: _____

Approved as to form:

Washington County Attorney

List B: Gem Cart

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000946	Gem Cart 2022	Gem	10/03/2022	\$ 19,000.00	Studio	Remote: Athletics, Media	\$ 7,000
			Total Salvage Value of Gem Cart				\$ 7,000

List C: Equipment Installed at the Washington County Administration Building

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000898	NewTek TriCaster Mini	NewTek	05/01/2022	\$ 10,899.00	A/V Room	County Commissioners Meeting	\$ 2,000
Total Salvage Value of Equipment at Washington County Admin Bldg							\$ 2,000

List A: CECA Van and Associated Equipment

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000799	2006 Sprinter Van	Dodge	01/01/2017	\$ 33,500.00	Van	Remote: Athletics, Media	\$ 4,620
000904	22x Lens	Canon	08/01/2022	\$ 6,750.00	Van	Remote: Athletics, Media	\$ 320
000905	22x Lens	Canon	08/01/2022	\$ 6,750.00	Van	Remote: Athletics, Media	\$ 320
000877	Canon 33x lens	Canon	07/02/2021	\$ 8,500.00	Van	Remote: Athletics, Media	\$ 900
000875	Canon 35x lens	Canon	07/02/2021	\$ 12,000.00	Van	Remote: Athletics, Media	\$ 1,200
000940	Dual Monitor	Blackmagic	07/27/2023	\$ 1,032.27	Van	Remote: Athletics, Media	\$ 375
000941	Dual Monitor	Blackmagic	07/27/2023	\$ 1,032.27	Van	Remote: Athletics, Media	\$ 375
000939	Dual Monitor	Blackmagic	07/27/2023	\$ 1,032.27	Van	Remote: Athletics, Media	\$ 375
000942	Monitor (Van)	Blackmagic	07/27/2023	\$ 1,106.62	Van	Remote: Athletics, Media	\$ 400
000943	Monitor (van]	Blackmagic	07/27/2023	\$ 1,106.62	Van	Remote: Athletics, Media	\$ 400
000883	Ross Replay Machine	Ross	08/01/2021	\$ 32,500.00	Van	Remote: Athletics, Media	\$ 7,000
000933	Sony 100 (cam 7)	Sony	07/10/2023	\$ 6,250.00	Van	Remote: Athletics, Media	\$ 1,320
000888	Sony Camera Monitor	Sony	03/01/2022	\$ 8,699.00	Van	Remote: Athletics, Media	\$ 2,500
000887	Sony Camera Monitor	Sony	03/01/2022	\$ 8,699.00	Van	Remote: Athletics, Media	\$ 2,500
000936	Sony CCU	Sony	07/10/2023	\$ 6,250.00	Van	Remote: Athletics, Media	\$ 3,000
000751	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000752	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000754	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000755	Sony HXU-100	Sony	01/01/2017	\$ 15,000.00	Van	Remote: Athletics, Media	\$ 1,320
000872	Sony triax camera	Sony	07/02/2021	\$ 10,500.00	Van	Remote: Athletics, Media	\$ 1,320
000873	Sony Triax Camera	Sony	07/02/2021	\$ 10,500.00	Van	Remote: Athletics, Media	\$ 1,320
000753	Sony Viewfinder (Cam D)	Sony	01/01/2017	\$ 3,000.00	Van	Remote: Athletics, Media	\$ 495
000937	Tripod 2 stage	Cartoni	08/01/2023	\$ 5,554.71	Van	Remote: Athletics, Media	\$ 3,000
000938	Tripod 2 Stage	Cartoni	08/01/2023	\$ 5,554.71	Van	Remote: Athletics, Media	\$ 3,000
000919	Wireless Com Base Station	Clear Com	05/12/2021	\$ 6,132.00	Van	Remote: Athletics, Media	\$ 1,650
			Total Salvage Value of CECA Van and Assoc. Equipment				\$ 41,670

THE AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT, is entered into by and among the parties, as follow. DIXIE COLLEGE, a political subdivision and an institution of high education of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision and an institution of the State Board of Education, ST. GEORGE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, SANTA CLARA CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON CITY, a Utah municipal corporation and a political subdivision of the State of Utah, and IVINS CITY, an incorporated town and a political subdivision of the State of Utah and any other parties pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (the "Interlocal Cooperation Act") and the provisions of the Agreement. (These parties may be individually referred to below as "Public Entity" or "Sponsoring Public Entity" or, collectively referred to below as the "parties," the "Public Entities" or the "Sponsoring Public Entities.")

The Interlocal Cooperation Act authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements to create a separate legal or administrative entity to accomplish their purpose, for the use, control and operation, or acquisition of facilities, and,

The Sponsoring Public Entities, through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by the creation of such a separate entity by and through this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities, and,

The respective governing bodies of the Sponsoring Public Entities, all of which are currently accessible to cable television signals to which Dixie College facilities could link up, have by resolution agreed to provide specified funds to support or to otherwise finance a separate legal or administrative entity which will acquire, develop, enhance maintain, and operate a Community Education Television Channel (the "CECA") that will allow and provide for student educational involvement and training as well as community access to local civic, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie College, and,

The governing bodies of the Sponsoring Public Entities, in order to participate as described below, have, by resolutions, approved the Interlocal Cooperation Agreement to create a separate legal entity to meet the specified needs, receive the specified support or financing, and be vested with the various powers, duties, and responsibilities necessary to acquire, develop, enhance, maintain and operate equipment and technology to perpetually sustain a Community Education Channel on the campus of Dixie College.

NOW, in consideration of the forgoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, The Sponsoring Public Entities agree as follows:

Section 1. SEPARATE ENTITY.

Pursuant to the provisions of the Interlocal Cooperation Act, the Sponsoring Public Entities hereby create a separate legal entity and a political subdivision of the State of Utah (the "State") to accomplish the purpose of their joint and cooperative undertaking. The name of the entity so established is the COMMUNITY EDUCATION CHANNEL AGENCY (the "CECA").

Section 2. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement ("Agreement") shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, once it is submitted to, and approved by the governing bodies of Dixie College, Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City is executed by their respective presidents, mayors, chairs, and approved by their representative attorneys. Unless it is terminated earlier by specific provisions below, the initial term of this Agreement will be for fifty (50) years.

Each Public Entity may terminate its involvement and financial commitments made in this agreement and forfeit its corresponding board

representation, benefits, programming coverage and/or channel service, if any of the following occur:

(1) No funds or insufficient funds have been raised or obtained by the Public Entity through those means which are initially or which have been historically relied upon in entering into this Agreement to the extent that the Public Entity cannot in the public interest continue the appropriation or allocation or meet the stated financial commitment; or,

(2) The Public Entity, in a given fiscal year, due to emergency or other reasonably unforeseeable circumstances, and in good faith, has exhausted all funds normally available or that have historically been appropriated or relied upon to fund or meet the financial commitments made in this Agreement.

(3) The Public Entity, gives notice of its intent to terminate no less than sixty (60) days before the end of any given fiscal year.

Notice of a Public Entity's intent to terminate under this section must be given to the Board as soon as funding circumstances are known but not less than sixty (60) days prior to the start of the Fiscal year of termination; otherwise, subject to applicable law, the financial commitment automatically renews for that fiscal year.

Section 3. PURPOSE; ENABLING AUTHORITY.

The purpose of this Agreement is to create the CECA and to vest in it

all necessary, desirable and useful power and authority to acquire, develop, enhance, maintain, finance, dispose of, improve and operate equipment and technology, and to employ such means, persons, resources and powers within the meaning of the Interlocal Cooperation Act, to sustain a Community Education Channel, the primary facilities for which are to be located at Dixie College.

Those Sponsoring Public Entities do hereby empower the CECA with the requisite and necessary authority to maximize its ability to achieve its stated purposes, and do hereby enable it to exercise that authority in ways and by means as its Board of Directors deems necessary and proper.

The CECA shall have and is hereby granted the police power necessary and proper to accomplish its stated purposes, along with the power to enter into contracts, to make and enter into security agreements, trust agreements and indentures, to incur indebtedness, and to adopt such resolutions and to enter into any other financing agreements necessary or desirable to accomplish its stated purposes. Any borrowing made, indebtedness incurred, revenue bonds, notes or other obligations issued by the CECA in this effort shall constitute an obligation of the CECA only and not of any of the Sponsoring Entities unless specially agreed to by those Sponsoring Entities assuming such obligations.

The CECA is authorized and empowered to exercise all powers conferred upon any Sponsoring Public Entity by the Municipal Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated, 1953, as

amended.

The CECA is authorized and empowered to sue and be sued in its own name, and to take actions, engage in transactions, enter into contracts with persons, companies, and firms for personnel and services and do all other things necessary, convenient or appropriate to accomplish its purposes or carry out its purposes.

The CECA is authorized and empowered to obtain, borrow and repay money, incur indebtedness, issue bonds, notes or other obligations, and offer, issue and sell warrants, options or other rights related to these bonds or notes, and obtain by purchase or otherwise the equipment and other necessary assets or material resources for the use and operation of an educational cable television channel and its related budget and production facilities located on the campus of Dixie College.

Section 4. BOARD OF DIRECTORS

All powers of the CECA shall be exercised by or under the authority of, and the business and affairs of the CECA shall be governed and supervised by its Board of Directors (the Board"). The Board shall have and exercise all such powers and duties under and pursuant to the Interlocal Cooperation Act and the laws of the State as may be necessary or desirable to accomplish and give effect to the purposes which the CECA is created. The Board may take all such actions as may be necessary or desirable to exercise or carry out any of the powers of the CECA. The Board may adopt, and may amend from time to time, bylaws which shall

contain provisions respecting (i) the holding and conduct of regular meetings of the board, (ii) quorum and voting requirements , (iii) the election of directors and the appointment of any officers of the CECA (iv) the establishment and revision of the CECA's fiscal year, and (v) such other matters as may be determined to be necessary or desirable by the Board. Meetings of the Board may be conducted in whole or in part by telephonic or electronic means as provided by the laws of the State and any applicable bylaws of the CECA.

The Board will initially consist of seven (7) board members, who will serve without compensation, with one member (1) to be appointed by the St. George City Council, as representative of St. George City, one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, one (1) member to be appointed by the Washington County School District, as representative of the Washington County School District, two (2) members appointed by the President of Dixie College, as the representatives of Dixie College.

The members of the Board shall each serve for a two (2) year term, with the exception of the first term in which the members from St. George, Santa Clara, and Ivins will serve, from the effective date of this agreement, only until July 30 1998, in order that the terms may be staggered to prevent all future terms from expiring at once and preserve familiarity with and continuity in board business. The first term of the

other members will commence upon the effective date of this Agreement, will run through June 30, 1999. The number of members of the Board may be changed by amendment to this Agreement under Section 11 below.

The initial members of the Board are:

St. George City	Robert Whatcott
Santa Clara City	Glen Vernon
Washington City	Ralph McClure
Ivins City	Gina Blake
Dixie College	Stanley Everett
Dixie College	Stan Plewe
Washington County School District	Jim Johnson

Each vacancy in the Board shall be filled by the Public Entity originally appointing the person leaving the Board for example, if the St. George City representative leaves the Board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the Public Entity appointing a board member may, as it deems appropriate, relieve and replace that Board member. Otherwise, Board members will serve for a two-year term, as stated above. Upon the expiration of a given term of a Board member the Public Entity may appoint a new member, or that same member to a successive term.

A binding vote of the Board may only occur if a quorum is present. Once the Board is fully constituted by approval and execution by all of the Public Entities, a simple majority of appointed members attending a formal meeting of the Board will constitute a quorum.

Section 5. INDUSTRY CONSULTING COUNCIL.

The Board shall establish an Industry Consulting Council ("The Council") made up of delegates from the various participating television and cable companies operating in the Washington County area. Each company may provide one delegate to the Council. In order for a specific company to be a participating company and provide a delegate to the Council, that company must:

- (A) Be properly licensed to do business within Washington County, or within one of the other participating Public Entities,
- (B) Be in good standing with all Public Entities with respect to license fees, and franchise(s), where appropriate,
- (C) Have some direct and specific involvement with television or cable broadcasting, production, or transmission (mere signal marketing or reception will not generally qualify for membership), and
- (D) Have entered into an affiliate agreement with the Board and thereby become a participating affiliate, carrying the Community Education Channel as a part of their broadcast program package,

The Council or its individual affiliate delegates will advise the Board, as the Board deems helpful or necessary, however, Council is to be advisory only, and can not vote on decisions before the Board.

Section 6. OTHER ADVISORY COMMITTEES.

The Board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the Board and act as subcommittees, or the members may be selected from the Board, the various Participating Entities, and the communities. These committees may be organized as advisory; or they may have such authority delegated to them by the Board, as the Board deems appropriate. A Programming Committee, for example, may be formed to give guidance or make suggestions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 7. REVENUE, FUNDING AND FINANCING.

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie College shall be funded from revenues accruing and collected pass through fees assessed to cable television subscribers through the various cable television franchisees by itself or the Public Entities, along with additional annual funding commitments by the Public Entities to the CECA as well as by revenues from donations and affiliate agreements with participating businesses.

Section 8. BUDGETING AND ACCOUNTING.

Funds received by the CECA may be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie College as a

separate account pursuant to a separate Operations Agreement between the CECA and Dixie College. An annual budget will be approved by the Board, which may authorize Dixie College's Administration to disburse account balances to pay existing and accruing liabilities as they become due. Dixie College shall have responsibility for the day to day operation, maintenance and management responsibility of the CECA pursuant to any such Operations Agreement with the CECA.

Section 9. TITLE

The CECA is authorized and empowered to hold title in its own name to any real or personal property, equipment, asset or facility, and may grant such liens, security interests, or other encumbrances thereon as the Board deems necessary, proper or appropriate. The CECA may convey by sale, gift, or otherwise such title as it has to any personal property, equipment, asset or facility, on terms or conditions or by exchange of consideration as to the Board appears necessary, proper or appropriate.

Dixie College shall have sole title to all broadcast and programming copyrights created by or through the CECA.

Section 10. INDEMNIFICATION.

The parties to this Agreement are subdivisions of the State. Each of these parties agrees to indemnify and save the other parties of this Agreement harmless from damages, claims, suits and actions arising out of willful or negligent error or omission in connection with this

Agreement or the operation of the CECA. It is expressly agreed among the parties that the Utah Governmental Immunity Act Section 63-30-1 et seq. shall apply and that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act Section 63-30-40.

Section 11. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the respective recorders of St. George City, Santa Clara City, Washington City, Ivins City and with the Superintendent of the Washington County School District and the President of Dixie College, and shall remain on file for public inspection during the term of this Agreement.

Section 12. AMENDMENTS

This Agreement may be supplemented from time to time to add additional Public Entities, provided that each must be a "public agency" as defined in the Interlocal Agreement Act. Each supplement must be recommended and approved by a simple majority of the Board of Directors. Once any new Public Entity is added, the Board of Directors will be automatically enlarged to include one representative member from the new Public Entity, with a term to be established in offsetting rotation to those existing at the time of addition, substantially consistent with the formula in Section 4, above. Of particular interest would be the addition of Washington County and other municipalities within the County.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Utah Code Annotated, 1953 as amended and (d) filed in the official records of each Party as provided above.

Section 13. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able, the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

Section 14. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liabilities of the parties, shall be governed by the laws of the State of Utah.

Section 15. MISCELLANEOUS.

The Sponsoring Public Entities shall not be considered or understood to be partners, joint ventures or associated in any manner that obligates any of them for the obligations, defaults, or miscarriages of any public Entity, or the CECA.

This Agreement may be executed in one or more counterparts, and each shall constitute and be regarded as an original.

IN WITNESS WHEREOF, the Sponsoring Public Entities have signed and executed this Interlocal Cooperation Agreement, after approval of their respective authorized attorneys, and after resolutions duly and lawfully passed by the governing board or council of each, on the date(s) listed below:

Dated this 30th day of April 1998.

DIXIE COLLEGE

Robert C. Huddleston
ROBERT HUDDLESTON, President

ATTEST: NE Watson

Secretary: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE
OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND
FACILITIES BY DIXIE COLLEGE IS AUTHORIZED UNDER STATE LAW; JAN
GRAHAM, Attorney General

A handwritten signature in black ink, appearing to read 'D. Michael Carter', written over a horizontal line.

D. MICHAEL CARTER
Assistant Attorney General
Counsel for Dixie College

Dated this 30th day of April 1998.

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Barbara Hunt

By: _____

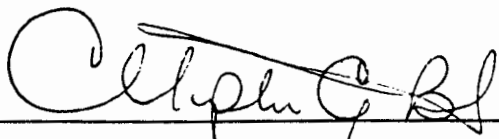
APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE
OF UTAH

Gary Kuhlman

GARY KUHLMAN, St. George City Attorney

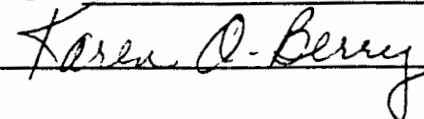
DATED this 30th day of April 1998

IVINS CITY

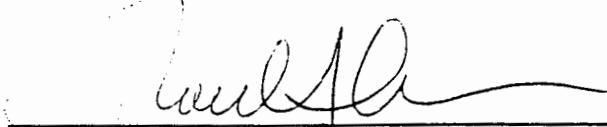


CHRISTOPHER G. BLAKE, Mayor

ATTEST:

By:  Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE
OF UTAH.

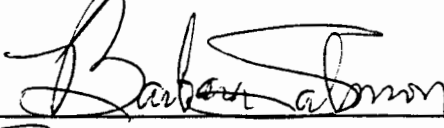


RUSSELL GALLIAN, Ivins City Attorney

SANTA CLARA CITY

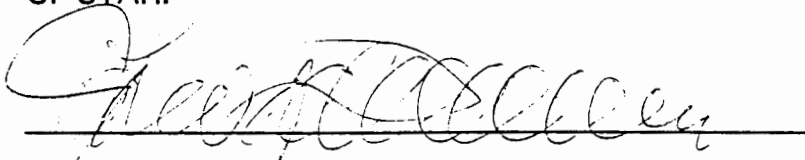

FRED ROWLEY, Mayor



ATTEST: 

By: Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE
OF UTAH.


JOHN PALMER, Santa Clara City Attorney

DATED this 30th day of April 1998.

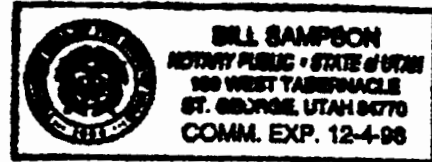
WASHINGTON COUNTY SCHOOL DISTRICT

Frances Christensen

FRANCES CHRISTENSEN, BOARD PRESIDENT

ATTEST: Bill Sampson

By: NOTARY PUBLIC

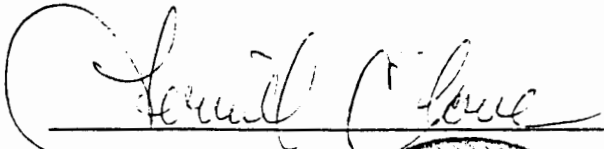


APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH.

John Palmer

JOHN PALMER, Washington County School District Attorney

WASHINGTON CITY



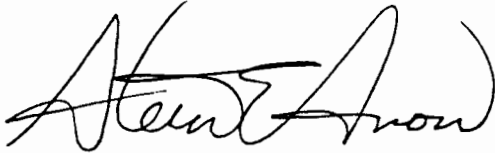
TERRILL CLOVE, Mayor

ATTEST: _____

By:  _____



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF STATE OF UTAH.



STEVEN SNOW, Washington City Attorney

DATED this 25 day of March 1998.

COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
THE SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT

This **SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT**, is entered into by and among the following parties: **DIXIE STATE COLLEGE OF UTAH**, a political subdivision and an institution of higher education of the State of Utah, **HURRICANE CITY**, a Utah municipal corporation and a political subdivision of the State of Utah, **IVINS CITY**, a Utah municipal corporation and a political subdivision of the State of Utah, **ST. GEORGE CITY**, a Utah municipal corporation and a political subdivision of the State of Utah, **SANTA CLARA CITY**, a Utah municipal corporation and a political subdivision of the State of Utah, **WASHINGTON CITY**, a Utah municipal corporation and a political subdivision of the State of Utah, **WASHINGTON COUNTY**, a Utah municipal corporation and a political subdivision of the State of Utah, **WASHINGTON COUNTY SCHOOL DISTRICT**, a political subdivision and an institution of the State Board of Education, and any other parties pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Amended by Chapter 26, 2002, as amended (the "Interlocal Cooperation Act") and the provisions of the Agreement. (These parties may be individually referred to below as "Public Entity" or "Sponsoring Public Entity" or, collectively referred to below as the "parties," the "Public Entities" or the "Sponsoring Public Entities.")

The Interlocal Cooperation Act authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements to create a separate legal or administrative entity to accomplish their purpose, for the use, control and operation, or acquisition of facilities, and,

The Sponsoring Public Entities, through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by the creation of such a separate entity by and through this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities, and,

The respective governing bodies of the Sponsoring Public Entities, all of which are currently accessible to cable television, microwave, broadband and satellite signals to which Dixie State College of Utah facilities could link up, have by resolution agreed to provide specified funds to support or to otherwise finance a separate legal or administrative entity which will acquire, develop, enhance, maintain, and operate a Community Education Television Channel (the "CEC") that will allow and provide for student educational involvement and training as well as community access to

local civic, educational, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie State College of Utah as well as remote broadcasts in and out of Washington County, and,

The governing bodies of the Sponsoring Public Entities, in order to participate as described below, have, by resolutions, approved the Interlocal Cooperation Agreement to create a separate legal entity to meet the specified needs, receive the specified support or financing, and be vested with the various powers, duties, and responsibilities necessary to acquire, develop, enhance, maintain, and operate equipment and technology to perpetually sustain a Community Education Channel on the campus of Dixie State College of Utah or other designated facility as approved by the CECA.

NOW, in consideration of the foregoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, the Sponsoring Public Entities agree as follows:

Section 1. SEPARATE ENTITY

Pursuant to the provisions of the Interlocal Cooperation Act, the Sponsoring Public Entities hereby create a separate legal entity and a political subdivision of the State of Utah (the "State") to accomplish the purpose of their joint and cooperative undertaking. The name of the entity so established is the COMMUNITY EDUCATION CHANNEL AGENCY (the "CECA").

Section 2. EFFECTIVE DATE, DURATION

This Interlocal Cooperation Agreement ("Agreement") shall become effective upon its approval and execution by the governing bodies of Dixie State College of Utah, Hurricane City, Ivins City, Washington County School District, St. George City, Santa Clara City, Washington City, Washington County and Washington County School District. The term of this Agreement shall be for a period of five (5) years from the effective date and shall automatically renew for successive five (5) year terms unless terminated as follows:

(1) Annual Review. This Agreement is subject to annual review and any party may terminate its involvement as a party under this Agreement by giving the other parties ninety (90) days written notice of its intent to terminate. Any calculations of funds remaining to be paid or to be refunded shall be made on a pro-rated basis.

(2) Lack of Funding. If the legislature fails to appropriate funds necessary for the College's performance under this Agreement or, if any other party cannot in the public interest continue the appropriation or allocation of funds necessary to meet its state financial commitments under this Agreement, then the affected party may provide written notice thereof to the other parties and terminate its involvement as a party under this Agreement without further obligation.

(3) Change in Law. This Agreement shall automatically terminate this Agreement upon a change in any law, regulation or rule, or the issuance of an Order by the Federal Communication Commission, that materially impacts a party's ability to perform under this Agreement.

(4) Breach or Default. Any non-defaulting party may terminate this Agreement upon written notice to the parties of a material breach or a material default under the terms, covenants and conditions of this Agreement, provided the defaulting party has not cured the breach or default within thirty (30) days after receipt of the written notice of the alleged breach or default.

Section 3. PURPOSE, ENABLING AUTHORITY

The purpose of this Agreement is to create the CECA and to vest in it all necessary, desirable and useful power and authority to acquire, develop, enhance, maintain, finance, dispose of, improve and operate equipment and technology, and to employ such means, persons, resources and powers within the meaning of the Interlocal Cooperation Act, to sustain a Community Education Channel, the primary facilities for which are to be located at Dixie State College of Utah or other facility as approved by the CECA.

The Sponsoring Public Entities do hereby empower the CECA with the requisite and necessary authority to maximize its ability to achieve its stated purposes, and do hereby enable it to exercise that authority in ways and by means as its Board of Directors deems necessary and proper.

The CECA shall have and is hereby granted the police power necessary and proper to accomplish its stated purposes, along with the power to enter into contracts, to make and enter into security agreements, trust agreements and indentures, to incur indebtedness, and to adopt such resolutions and to enter into any other financing agreements necessary or desirable to accomplish its stated purposes. Any borrowing made, indebtedness incurred, revenue bonds, notes or other obligations issued by the CECA in this effort shall constitute an obligation of the CECA only and not of any of the Sponsoring Entities unless specially agreed to by those Sponsoring Entities assuming such obligations.

The CECA is authorized and empowered to exercise all powers conferred upon any Sponsoring Public Entity by the Municipal Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated, 1953, as amended.

The CECA is authorized and empowered to sue and be sued in its own name, and to take actions, engage in transactions, enter into contracts with persons, companies, and firms for personnel and services and do all other things necessary, convenient or appropriate to accomplish its purposes or carry out its purposes.

The CECA is authorized and empowered to obtain, borrow and repay money, incur indebtedness, issue bonds, notes or other obligations, and offer, issue and sell warrants, options or other rights related to these bonds or notes, and obtain by purchase or otherwise the equipment and other necessary assets or material resources for the use and operation of an educational television channel and its related budget and production facilities located on the campus of Dixie State College of Utah.

Section 4. BOARD OF DIRECTORS

All powers of the CECA shall be exercised by or under the authority of, and the business and affairs of the CECA shall be governed and supervised by its Board of Directors (the "Board"). The Board shall have and exercise all such powers and duties under and pursuant to the Interlocal Cooperation Act and the laws of the State as may be necessary or desirable to accomplish and give effect to the purposes for which the CECA is created. The Board may take all such actions as may be necessary or desirable to exercise or carry out any of the powers of the CECA. The Board may adopt, and may amend from time to time, bylaws which shall contain provisions respecting (i) the holding and conduct of regular meetings of the Board, (ii) quorum and voting requirements, (iii) the election of directors and the appointment of any officers of the CECA (iv) the establishment and revision of the CECA's budget, and (v) such other matters as may be determined to be necessary or desirable by the Board. Meetings of the Board may be conducted in whole or in part by telephonic or electronic means as provided by the laws of the State and any applicable bylaws of the CECA.

The Board will consist of a defined number of board members, based on the participation factors described below, who will serve without compensation, with one member (1) to be appointed by the Hurricane City Council, as representative of Hurricane City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, with one member (1) to be appointed by

the St. George City Council, as representative of St. George City one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Washington County Commission, as representative of Washington County, one (1) member to be appointed by the Washington County School District, as representative of the Washington County School District, and two (2) members appointed by the President of Dixie State College of Utah, as the representatives of Dixie State College of Utah.

Of these appointed Board members, those from Dixie State College of Utah and Washington County School District will not have their membership subject to funding commitments. The monetary offset can come from in-kind contributions of facility and equipment as well as student involvement in broadcasting and technical support. The other entities maintain membership subject to the terms of the FINANCING AGREEMENT, which is attached and incorporated herein by this reference. These entities may each add a second voting member to the Board contingent upon collection and payment of the one dollar per subscriber monthly surcharge to the CECA by television signal providers through such means as cable franchise agreements.

All Board members will serve without compensation. The term of service is subject to the desires of the appointing entity.

Each vacancy on the Board shall be filled by the Public Entity originally appointing the person leaving the Board. For example, if the St. George City representative leaves the Board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the Public Entity appointing a Board member may, as it deems appropriate, relieve and replace that Board member, if not otherwise subject to funding contingencies.

A binding vote of the Board may only occur if a quorum is present. Once the Board is fully constituted by approval and execution by all of the Public Entities, a simple majority of appointed members attending a formal meeting of the Board will constitute a quorum.

Section 5. OTHER ADVISORY COMMITTEES

The Board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the Board and act as subcommittees, or the members may be selected from the Board, the various Participating Entities, and the communities. These committees may be organized as advisory, or they may have such authority delegated to them

by the Board, as the Board deems appropriate. A Programming Committee, for example, may be formed to give guidance or make suggestions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 6. REVENUE, FUNDING AND FINANCING

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie State College of Utah shall be funded from revenues accruing, and collected pass-through fees assessed to cable television subscribers through the various cable television franchisees by CECA or the Public Entities, along with additional annual funding commitments by the Public Entities to the CECA as well as by revenues from donations and affiliate agreements with participating businesses. Details and specifics of funding formulas and commitments of the respective Participating Entities are found in the attached and herein incorporated FINANCING AGREEMENT.

Section 7. BUDGETING AND ACCOUNTING

Funds received by the CECA may be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie State College of Utah as a separate account pursuant to a separate Operations Agreement between the CECA and Dixie State College of Utah. An annual budget will be approved by the Board, which may authorize Dixie State College of Utah's Administration to disburse account balances to pay existing and accruing liabilities as they become due. Dixie State College of Utah shall have responsibility for the day-to-day operation, maintenance and management responsibility of the CECA pursuant to any such Operations Agreement with the CECA.

Section 8. PROGRAMMING

Programming on CEC shall be managed and controlled by the Board of Directors, under the detailed and specific terms and conditions listed in the attached and herein incorporated PROGRAMMING POLICY FOR CEC TELEVISION.

Section 9. TITLE

The CECA is authorized and empowered to hold title in its own name to any real or personal

property, equipment, asset or facility, and may grant such liens, security interests, or other encumbrances thereon as the Board deems necessary, proper or appropriate. The CECA may convey by sale, gift, or otherwise such title as it has to any personal property, equipment, asset or facility, on terms or conditions or by exchange of consideration as to the Board appears necessary, proper or appropriate.

Dixie State College of Utah shall have sole title to all broadcast and programming copyrights created by or through the CECA.

Section 10. INDEMNIFICATION

The parties to this Agreement are subdivisions of the State. Each of these parties agrees to indemnify and save the other parties to this Agreement harmless from damages, claims, suits and actions arising **out of willful or negligent** error or omission in connection with this Agreement or the operation of the CECA. It is expressly agreed among the parties that the Utah Governmental Immunity Act Section 63-30-1 et seq. shall apply and that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act Section 63-30-40.

Section 11. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Second Amended Interlocal Cooperation Agreement shall be placed on file with the respective recorders of St. George City, Santa Clara City, Washington City, Hurricane City, Ivins City and with the Superintendent of the Washington County School District, the President of Dixie State College of Utah, and Chairman of the Washington County Commissioners and shall remain on file for public inspection during the term of this Agreement.

Section 12. AMENDMENTS

This Agreement may be supplemented from time to time to add additional Public Entities, provided that each must be a "public agency" as defined in the Interlocal Agreement Act. Each supplement must be recommended and approved by a simple majority of the Board of Directors. Once any new Public Entity is added, the Board of Directors will be automatically enlarged to include one representative member from the new Public Entity.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties,

(b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Annotated (1953) as amended and (d) filed in the official records of each Party as provided above.

Section 13. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able; the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

Section 14. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liabilities of the parties, shall be governed by the laws of the State of Utah.

Section 15. MISCELLANEOUS

The Sponsoring Public Entities shall not be considered or understood to be partners, joint ventures or associated in any manner that obligates any of them for the obligations, defaults, or miscarriages of any Public Entity, or the CECA.

The Agreement may be executed in one or more counterparts, and each shall constitute and be regarded as an original.

IN WITNESS WHEREOF, the Sponsoring Public Entities have signed and executed this Interlocal Cooperation Agreement, after approval of their respective authorized attorneys, and after resolutions duly and lawfully passed by the governing board or council of each, on the date(s) listed below:

DIXIE STATE COLLEGE OF UTAH

LEE G. CALDWELL, President

Attest: _____

Secretary: _____

Dated this _____ day of _____ 2007

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES
AND FACILITIES BY DIXIE STATE COLLEGE OF UTAH IS AUTHORIZED UNDER
STATE LAW; MARK SHURTLEFF, Attorney General, by

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

DIXIE STATE COLLEGE OF UTAH

Lee G. Caldwell
LEE G. CALDWELL, President

Attest: Marilyn J. Lamoreaux

Secretary: Assistant to the President

Dated this 20th day of March, 2007

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES
AND FACILITIES BY DIXIE STATE COLLEGE OF UTAH IS AUTHORIZED UNDER
STATE LAW; MARK SHURTLEFF, Attorney General, by

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

HURRICANE CITY

TOM HIRSCHI, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

FAY E. REBER, Hurricane City Attorney

Dated this _____ day of _____ 2007

HURRICANE CITY

Thomas B. Hirsch
TOM HIRSCHI, Mayor

Attest: Michelle Thone

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

Fay E. Reber
FAY E. REBER, Hurricane City Attorney

Dated this 31st day of July 2008



IVINS CITY

R. Daren Barney
R. DAREN BARNEY, Mayor

Attest: [Signature]

By: Karyl Keanaaina - City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

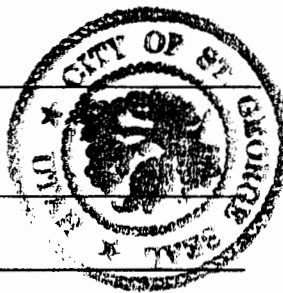
[Signature]
DALE COULAM, Ivins City Attorney

Dated this 8th day of June 2007

ST. GEORGE CITY

Daniel D. McArthur
DANIEL D. McARTHUR, Mayor

Attest: Gay Cragun
By: City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

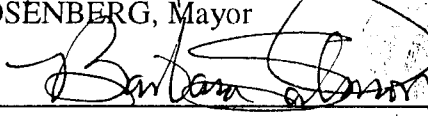
Shawn Guzman
SHAWN GUZMAN, St. George City Attorney

Dated this 6th day of March 2007

SANTA CLARA CITY



RICK ROSENBERG, Mayor

Attest: 

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH



RUSS GALLIAN, Santa Clara City Attorney

Dated this 11 day of April 2007

WASHINGTON COUNTY SCHOOL DISTRICT

CAROLE MORRIS, Board President

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

TERRY WADE, Washington County School District Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

TERRILL CLOVE, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

PAUL CHRISTENSEN, Washington City Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

Terrill Clove
TERRILL CLOVE, Mayor



Attest: Janice B. Buller

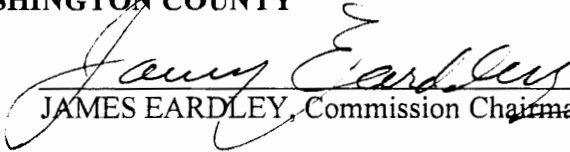
By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

Jeffrey N. Starkey
JEFFREY N. STARKEY, Washington City Attorney

Dated this 6th day of April 2007

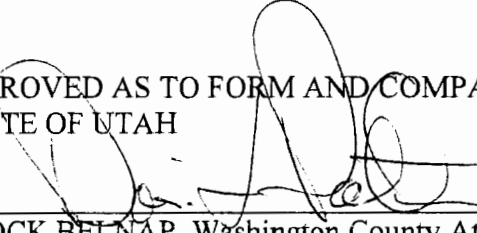
WASHINGTON COUNTY


JAMES EARDLEY, Commission Chairman

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH


FOR BROCK BELNAP, Washington County Attorney

Dated this 1st day of APRIL 2008 ^{DP}



**COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
FINANCING AGREEMENT**

The parties to the **SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT**, dated, _____ 2007, including Dixie State College of Utah, Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County and Washington County School District, ("Public Entities"), agree to fund the Community Education Channel Agency ("CECA") at Dixie State College of Utah by providing the following amounts per party per year, according to the terms of the Second Amended Interlocal Agreement, with the respective amounts payable annually on or by August 1st to the CECA Agency Account at Dixie State College of Utah.

For the municipalities, the amount is calculated at \$1 per capita per year according to the US Census and population estimates, updated annually on July 1.

These amounts will change based upon the change in census, but are generally understood by all parties to be an on-going minimum funding amount.

As its contribution, Dixie State College of Utah will provide the use of its production facilities, experienced and expert production instructors, and student staff together with ongoing program production, taping, and channel programming, along with financial accounting, administrative support, day-to-day management and budgeting. The educational entities, Dixie State College and the Washington County School District, will be subject to annual review by the CECA for determining adjustments to monetary and in-kind contributions.

DIXIE STATE COLLEGE OF UTAH

LEE G. CALDWELL, President

Attest: _____

Secretary: _____

Dated this _____ day of _____ 2007

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES
AND FACILITIES BY DIXIE STATE COLLEGE OF UTAH IS AUTHORIZED UNDER
STATE LAW; MARK SHURTLEFF, Attorney General, by

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

HURRICANE CITY

Thomas G. Hirschi
TOM HIRSCHI, Mayor

Attest: Michelle Shane
By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

Fay E. Reber
FAY E. REBER, Hurricane City Attorney

Dated this 3rd day of July 2008



IVINS CITY

R. DAREN BARNEY, Mayor

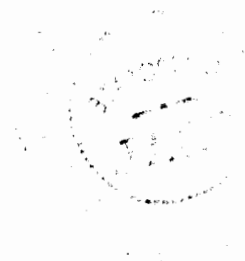
Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

DALE COULAM, Ivins City Attorney

Dated this _____ day of _____ 2007

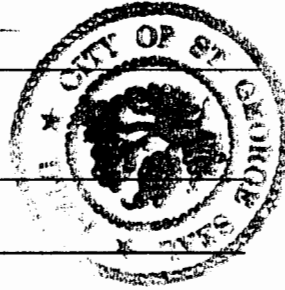


ST. GEORGE CITY

Daniel D. McArthur
DANIEL D. McARTHUR, Mayor

Attest: Gay Cragun

By: City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

Shawn Guzman
SHAWN GUZMAN, St. George City Attorney

Dated this 6th day of March 2007

SANTA CLARA CITY

Rick Rosenberg
RICK ROSENBERG, Mayor

Attest: Benjamin Salomon

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

Russ Galian
RUSS GALLIAN, Santa Clara City Attorney

Dated this 11 day of April 2007

WASHINGTON COUNTY SCHOOL DISTRICT

CAROLE MORRIS, Board President

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

TERRY WADE, Washington County School District Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

TERRILL CLOVE, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

PAUL CHRISTENSEN, Washington City Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

Terrill Clove
TERRILL CLOVE, Mayor

Attest: Daniel B. Bullock

By: City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE
STATE OF UTAH

Jefferey N. Starkey
JEFFEREY N. STARKEY, Washington City Attorney

Dated this 6th day of April 2007

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, is entered into between DIXIE COLLEGE, an institution of higher education of the State of Utah, WASHINGTON COUNTY, a political subdivision of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, ST. GEORGE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, HURRICANE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, SANTA CLARA CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON CITY, a Utah municipal corporation and a political subdivision of the State of Utah, IVINS CITY, an incorporated town and a political subdivision of the State of Utah, LA VERKIN CITY, an incorporated town and a political subdivision of the State of Utah, and TOQUERVILLE CITY, also an incorporated town and a political subdivision of the State of Utah.

The Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for the joint use, control and operation, or acquisition of facilities; and,

Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, ("public entities"), through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities; and,

The respective governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, all of whom are currently accessible to cable television signals with which Dixie College facilities could link up, have by resolution agreed to finance, acquire, develop, enhance, maintain, and operate a Community Education Television Channel that will allow and provide for student involvement and training as well as community access to local civic, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie College; and,

The governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, in order to participate as described below, have, by resolutions, approved this Interlocal Cooperation Agreement to provide for financing, acquisition, development, enhancement, maintenance and operation of such a Community Education Channel on the campus of Dixie College.

NOW, in consideration of the foregoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval of it by the governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, and its execution by their appropriate presidents, mayors,

facilities located on the campus of Dixie College. The board of directors ("the board") will consist of eleven (11) board members, who will serve without compensation, with one (1) board member, appointed by the St George City Council, as representative of St. George City, one (1) board member to be appointed by the Washington County Commission, as representative of Washington County, one (1) board member to be appointed by the Washington County School Board, as representative of Washington County School District, one (1) member to be appointed by the Hurricane City Council, as representative of Hurricane City, one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, one (1) member to be appointed by the LaVerkin City Council, as representative of LaVerkin City one (1) member to be appointed by the Toquerville City Council, as representative of Toquerville City and two (2) members appointed by the President of Dixie College, as the representatives of Dixie College.

The members of the board shall each serve for a two- (2) year term, with the exception of the first term in which the members from St. George, Hurricane, Santa Clara, Ivins and LaVerkin will serve only until June 30, 1996, in order that the terms may be staggered to prevent all future terms from expiring at once and preserve familiarity with and continuity in board business. The first term will commence upon signing of this document and the attached Financing Agreement, will run through June 30, 1997, and will circumstantially be shorter than a full two years.

The initial members of the Board of Directors of the Community Education Channel are:

St. George:	Royce Jones	Washington County:	Russell J. Gallian
Hurricane:		Washington Co. Schools:	Calvin R. Durfey
Santa Clara:	Richard Bovie	Washington City:	Norm Clemens
Ivins:	Christopher Blake	Toquerville:	
LaVerkin:		Dixie College:	Stan Plewe
		Dixie College:	Stan Everett

Each vacancy in the board shall be filled by the public entity originally appointing the person leaving the board. For example, if the St. George City representative leaves the board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the public entity appointing a board member may, as they deem appropriate, relieve and replace that board member. Otherwise, board members will serve for a two-year term, as stated above. Upon the expiration of a given term the public entity may appoint a new member, or that same member to a successive term.

A binding vote of the board may only occur if a quorum is present. Once the board is fully constituted by approval or non-participation of the various public entities, a simple majority of appointed members attending a formal meeting of the board will constitute a quorum. The board of directors is authorized to adopt bylaws and rules as they deem appropriate for their governance, and for the use and operation of the CEC. Subject to the terms of this Agreement, the board of directors shall have the powers and duties ordinarily enjoyed by the directors of a private corporation in operation of similar facilities.

Section 3. INDUSTRY CONSULTING COUNCIL.

The board shall establish an Industry Consulting Council ("the council"), made up of delegates from the various television and cable companies operating in the Washington County area. Each company may provide one delegate to the council. In order for a specific company to provide a delegate to the council, that company must:

- (A) Be properly licensed to do business within Washington County, or within one of the other participating public entities;
- (B) Be in good standing with all public entities with respect to license fees, and franchise(s), where appropriate;

(C) Have some direct and specific involvement with television or cable broadcasting, production, or transmission. (Mere signal marketing or reception will not generally qualify for membership); and,

(D) Have entered into an Affilliate Agreement with the board and thereby become a participating Affilliate, carrying the Community Education Channel as a part of their broadcast program package.

The council or its individual Affilliate delegates will advise the board, as the board deems helpful or necessary; however, the council is to be advisory only, and can not vote on decisions before the board.

Section 4. OTHER ADVISORY COMMITTEES.

The board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the board and act as subcommittees; or the members may be selected from the board, the various Affilliates, and the communities. These committees may be organized as advisory; or they may have decision authority delegated to them from the board, as the board deems appropriate. A Programing Committee, for example, may be formed to give guidance or make decisions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 5. PURPOSES.

This Interlocal Cooperation Agreement has been established and entered into between Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City and Toquerville City for the following purposes:

All legal purposes for which an Interlocal Cooperation Agreement may be created, and more specifically to finance, acquire, develop, enhance, maintain, and operate a community

education cable television channel that will allow and provide for student involvement and training as well as community access to local civic, athletic and cultural events, with the channel to originate primarily from studios and facilities on the campus of or provided by Dixie College.

Section 6. MANNER OF FINANCING

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie College shall be financed according to the terms of a Financing Agreement among all participating public entities here, as well as with Affiliate Agreements with participating businesses. The Financing Agreement shall, upon becoming effective, become a part of this Interlocal Cooperation Agreement and be incorporated into it by this reference.

Section 7. BUDGETING AND ACCOUNTING.

It is understood and agreed that funds provided by the Financing Agreement and the Affiliate Agreements will be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie College as a separate account. An annual budget will be approved by the board of directors, which will authorize Dixie College's Administration to disburse account balances to pay existing and accruing liabilities as they become due, and will authorize and delegate to Dixie College the day to day operation, maintenance and management responsibility of the CEC, including the authority to contract for any and all services, equipment, and other items necessary for its operation, maintenance and management. The parties agree that Dixie College will have the authority to manage the CEC, but that the College is not authorized to bind the participating public entities to any obligation which will have the effect of exceeding or unilaterally increasing the annual contributions detailed in the Financing Agreement referred to above.

Section 8. TITLE.

Title and ownership of the CEC shall vest in and be held by Dixie College and no other party shall obtain any property interest in the equipment, broadcast or program content or the other facilities by virtue of this Agreement.

Section 9. INDEMNIFICATION.

The parties to this Agreement are subdivisions of the State of Utah. Each of these parties agrees to indemnify and save the other harmless from damages, claims, suits and actions arising out of the other party's negligent error or omission in connection with this Agreement or the operation of the CEC. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act, Section 63-30-34.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Washington County Clerk, the Washington County School District, with the respective recorders of St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, Toquerville City and with the President of Dixie College, and shall remain on file for public inspection during the term of this Agreement.

Section 11. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party as provided above.

Section 12. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able, the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

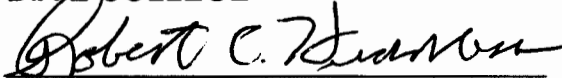
Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the date(s) listed below:

DATED this _____ day of _____, 1995.

DIXIE COLLEGE



ROBERT HUDDLESTON, President

ATTEST: _____

Secretary

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE COLLEGE IS AUTHORIZED UNDER STATE LAW: JAN GRAHAM, Attorney General:



D. MICHAEL CARTER, Assistant Attorney General
Counsel for Dixie College

DATED this _____ day of _____, 1995.

WASHINGTON COUNTY COMMISSION

GAYLE M. ALDRED, Chair

ATTEST: _____

By: _____

County Clerk

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

ERIC LUDLOW, Washington County Attorney

Deputy County Attorney

DATED this _____ day of _____, 1995.

WASHINGTON COUNTY SCHOOL DISTRICT

STEVEN H. PETERSON, Superintendent

ATTEST: Bill Sampson

By: Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

JOHN PALMER, Attorney for Washington County School District

DATED this _____ day of _____, 1995.

ST. GEORGE CITY

DANIEL D. McARTHUR, Mayor

ATTEST: Barbara Hunt

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

GARY KUHLMANN, St. George City Attorney

DATED this _____ day of _____, 1995.

HURRICANE CITY

GENE VAN WAGONER, Mayor

ATTEST: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

FAY E. REBER, Hurricane City Attorney

DATED this _____ day of _____, 1995.

SANTA CLARA CITY



KENDRICK HAFEN, Mayor

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

JOHN PALMER, Santa Clara City Attorney

DATED this _____ day of _____, 1995.

WASHINGTON CITY

TERRILL CLOVE, Mayor

ATTEST: _____

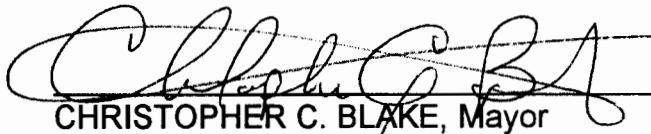
By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

CHRIS L. ENGSTROM, Washington City Attorney

DATED this ____ day of _____, 1995.

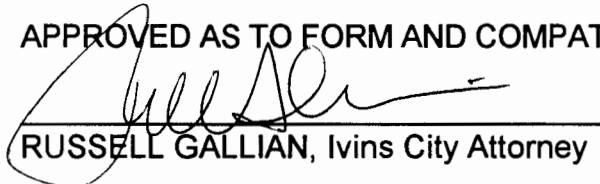
IVINS CITY


CHRISTOPHER C. BLAKE, Mayor

ATTEST: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.


RUSSELL GALLIAN, Ivins City Attorney

DATED this ____ day of _____, 1995.

LA VERKIN CITY

RAYMOND J. EVES, Mayor

ATTEST: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

V. LOWRY SNOW, LaVerkin City Attorney

DATED this ____ day of _____, 1995.

TOQUERVILLE CITY

W. DELOS ELISON, Mayor

ATTEST: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

JOHN PALMER, Toquerville City Attorney



STAFF COMMENTS

Item: Consideration and possible approval of a Memorandum of Understanding with the Shivwits Band of Paiutes regarding the use of property owned by the Schivwits Band within Hurricane City boundaries.

Discussion: The Shivwits Band of Paiutes have submitted a fee-to-trust application to the Bureau of Indian Affairs for two parcels of land adjacent to SR-9 between the Maverik by Walmart and 3700 West Street. The Shivwits have requested that the City Council support of the application. The Shivwits currently own the land, but if the application is approved, the land will be transferred to the U.S. federal government to be held in trust for the benefit of the Shivwits, which means the land will essentially become a part of the reservation. This item was introduced to the City many months ago, and the City and the Shivwits have been working through the identified potential issues with the fee-to-trust approval. The full draft MOU is in the packet. A summary of the key terms is as follows:

1. The MOU will not be effective unless the fee-to-trust application is approved.
2. Improvements on the property will comply with the City's commercial zoning standards, the Utah Building Code, and the City's Standards.
3. Improvements will be inspected by a licensed building inspector.
4. Normal impact fees will be paid to the City prior to vertical development.
5. Utility services will be applied for and provided the same as any other customer.
6. Recognizing that the property will be removed from the City's tax base as far as property taxes and sales taxes, which are used by the City to maintain its operations and services, the Shivwits will pay an annual Community Contribution Fee that has been estimated to approximate the amount of revenue that would be generated by a comparable travel plaza. The Community Contribution Fee will be 1% of the current land value, increasing by 3% annually to account for inflation.

Summary drafted by Dayton Hall, City Attorney

Findings:

Recommendation:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Shivwits Band of Paiutes, a federally recognized Indian Tribe (Shivwits) and Hurricane City, a Utah municipal corporation (Hurricane) regarding the use of two parcels owned by the Shivwits Band within Hurricane's municipal boundaries. Shivwits and Hurricane are sometimes referred to herein as a Party and collectively as the Parties.

RECITALS

Shivwits owns two parcels of land identified on the records of the Washington County, Utah Recorder by Tax Identification Nos. H-4-1-36-220 and H-4-1-36-2006 (Shivwits Parcels) within the municipal boundaries of Hurricane;

Shivwits have submitted a fee-to-trust application to the Bureau of Indian Affairs for the Shivwits Parcels, which, if approved, will fundamentally change the title and governmental regulation of the Shivwits Parcels;

Shivwits wishes to develop and use the Shivwits Parcels in a manner consistent with Hurricane City's general commercial and highway commercial zoning standards; and

In the event the fee-to-trust application is approved and the titles of the Shivwits Parcels are transferred, the Parties seek through this MOU to establish the terms and conditions under which such commercial use standards will be adapted and carried out on the Shivwits Parcels.

MOU

1. This MOU is intended to govern the development of the Shivwits Parcels after the Bureau of Indian Affairs approves Shivwits fee-to-trust application. Therefore, this MOU shall have no force or effect until such time as the titles of the Shivwits Parcels are transferred to the United States federal government to be held in trust for the benefit of Shivwits. Until such time that the titles are transferred, provisions of this MOU shall not apply and Hurricane's generally applicable ordinances and standards shall apply to the Shivwits Parcels.

2. Shivwits has, by Shivwits Band Resolution, adapted commercial zoning standards, as detailed in Exhibit A, Commercial Use Standards for Shivwits Hurricane Parcels (Commercial Use Standards).

3. The Commercial Use Standards are adapted from Hurricane City's Land Use Ordinance for highway general commercial and highway commercial zones, effective as of September 2024.

4. Shivwits' development of the Shivwits Parcels will comply with the Commercial Use Standards. Except as otherwise provided in this MOU, Shivwits have no obligation to submit to Hurricane, and Hurricane will not review or approve, Shivwits' drawings, plans, specifications, or other documentation.

5. Hurricane will share amendments to Hurricane City's Land Use Ordinance pertaining to highway general commercial and highway commercial zones with Shivwits after such amendments have been adopted by Hurricane, so that Shivwits may revise their Commercial Use Standards as desired and practical.

6. All structures constructed on the Shivwits Parcels will comply with the 2024 Utah State Building Code, or a more recent Utah State Building Code, as may be applicable, and will be inspected by a licensed inspector. Shivwits intends to arrange with for Hurricane City building inspectors, or, if unavailable, with similarly licensed and experienced building inspectors, to conduct inspections of the improvements on the Shivwits Parcels. Shivwits and Hurricane intend to contract for building inspection services at market rates. Shivwits and Hurricane commit to reasonable cooperation and coordination between the Parties, in good faith, for building inspection matters.

7. Shivwits further agrees to comply with Hurricane City Standards in the development of the Shivwits Parcels, which includes standards applicable to stormwater runoff, traffic and other components of development. Shivwits shall require the contractor/engineer that Shivwits selects to design and construct the development on the Shivwits Parcels to meet with the Hurricane City's Public Works and Engineering Departments to discuss, at a minimum, drainage, traffic, and culinary water, as well as adopted standards and best practices and processes for power, irrigation, sewer, natural gas, and communications. Some utilities, such as water and power, may require Shivwits to undertake or participate in offsite improvements to deliver those services to the Shivwits Parcels, but those offsite improvements, if any, will not be known until utility service is requested.

8. Shivwits agrees to not raise sovereign immunity as a defense in response to future Utah Department of Transportation land purchase requests or eminent domain action for a portion of the Shivwits Parcels to widen SR-9 or related work, provided such roadway development is supported by Hurricane City and the commercial use of the Shivwits Parcels will remain viable for the current or planned development of the Shivwits Parcels.

9. Recognizing that the development of the Shivwits Parcels will require public utilities and infrastructure provided by Hurricane and other utility providers, and recognizing that the commercial development will have an impact on the public services provided by Hurricane, the Parties agree that Shivwits will pay the one-time impact fees associated with the commercial development prior to vertical construction of the improvements. The impact fees will be calculated based on the adopted impact fees schedule existing at the time of the vertical development. Shivwits also acknowledges that there are other public service providers, including the Ash Creek Special Service District, the Washington County Water Conservancy District, and the Hurricane Valley Fire Special Service District, that may serve the Shivwits Parcels, and those districts may request to assess their own impact fees prior to providing service. Hurricane cannot provide water service to the Shivwits Parcels until the Washington County Water Conservancy District impact fees are paid.

10. For any utility services from Hurricane requested by Shivwits, Shivwits will apply for such utility services and will be charged the then-adopted rates. Shivwits will be subject to the same requirements and conditions for utility services as other customers.

11. Except as otherwise provided in this MOU, Hurricane is not allowed to regulate activities on the Shivwits Parcels, and there is not a jurisdictional concession or admission of any kind. Each party to this MOU shall respect the sovereignty of the other. The respective sovereignty of Hurricane and Shivwits provide paramount authority for that party to exist and govern. The parties share a desire for a collaborative relationship reflecting a government-to-government relationship and will work to achieve such a relationship.

12. In light of each Party's sovereignty and the corresponding lack of authority to tax one another, with the further acknowledgment that the Shivwits Parcels are removed from Hurricane City's tax base, Shivwits agrees to pay to Hurricane City an annual Community Contribution Fee. The Community Contribution Fee shall be calculated annually as follows:

1 percent of the 2024 Taxable Value Base Rate for each Parcel, as calculated by the Washington County Assessor, adjusted by 3% each year so as to account for inflation.

For example:

According to Washington County Assessor, 2024 Taxable Value for Parcel No. H-4-1-36-200 is \$3,481,500. 1% of this is \$34,815. This would be the Community Contribution Fee in 2024.

In 2025, the Community Contribution Fee for parcel number H-4-1-36-200 would be increased by 3% to \$35,859.45.

In 2026, the Community Contribution Fee for parcel number H-4-1-36-200 would be increased by 3% to \$36,935.23.

This calculation for each parcel shall be followed each year so as to identify the Community Contribution Fee.

Parties acknowledge that the 2024 Taxable Value for Parcel No. H-4-1-36-200 is \$3,481,500.00, and for Parcel No. H-4-1-36-2006 is \$2,104,300.00.

Shivwits shall pay Hurricane City the Community Contribution Fee by December 1, annually. Such payment shall be made directly to Hurricane City without specific designations/earmarks for the fee.

The first Community Contribution Fee shall not be paid until the year following the year in which Shivwits' fee-to-trust application is approved and Shivwits is no longer assessed property taxes by Washington County. For example, if Shivwits' fee-to-trust application is approved in 2025 and no assessment for property taxes is made for the year 2026, then the first Community Contribution Fee shall be paid by December 1, 2026.

Parties further acknowledge that unless specified in writing in a separate agreement executed by the Parties, there shall be no annual payments from Shivwits to Hurricane City in addition to the Community Contribution Fee.

13. The Parties endeavor to work cooperatively on a companion Memorandum of Understanding which will address jurisdictional matters on the Shivwits Parcels, specifically along the lines of law enforcement on the Shivwits Parcels.

14. Shivwits provides a limited waiver of sovereign immunity to Hurricane only for the enforcement of this MOU, allowing Hurricane to enforce this MOU in Utah state court under Utah state law. Such waiver is granted solely for the purpose of enforcing this MOU and shall not extend to any other matters or disputes unrelated to this MOU. Hurricane acknowledges that outside of its limited waiver, Shivwits is absolutely immune from suit of claim of any kind, including all officers, employees, subsidiaries, departments, and instrumentalities of Shivwits.

15. Hurricane City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (Act). Hurricane City does not waive or intend to waive any defenses or limits of liability otherwise available under the Act.

16. Shivwits acknowledges that Hurricane is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended (GRAMA); that certain records within Hurricane's possession or control, including without limitation, the MOU may be subject to public disclosure.

17. Except as otherwise stated, this MOU does not include any funding requirements or transfer of funds from one party to another.

18. This MOU may only be amended in writing, signed by authorized representatives of both Parties.

19. Notifications and communications relating to this MOU will be provided to each parties' designated contact point. The following shall serve as primary contact points for purposes of official notification for each of the parties:

For Shivwits:

Shivwits Band Council, 6060 West 3650 North, Ivins, Utah 84738 and Shivwits Band Attorney Mark A. Echo Hawk, PO Box 6119, Pocatello, ID 83205-6119; mark@echohawk.com

For Hurricane:

Hurricane City
Kaden DeMille, City Manager
147 N. 870 W.
Hurricane, Utah 84737

20. If any provision of this MOU is found to be invalid or unenforceable, the

remaining provisions shall continue in full force and effect.

21. This MOU constitutes the entire MOU between the Parties regarding the subject matter hereof and supersedes all prior MOUs and understandings, whether written or oral.

[Signatures on following page]

IN WITNESS WHEREOF, we have executed this Agreement as of the _____ day of _____, 2025 (“Effective Date”).

Shivwits Band of Paiutes:

By: _____
Chairperson

Date: _____

Hurricane City:

By: _____
Mayor Nanette Billings

Date: _____

EXHIBIT A

Commercial Use Standards for Shivwits Parcels

A. Allowed Purposes for the Shivwits Parcels:

1. Commercial zones. Commercial zones provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained, and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses vital to the economic base of the community.
2. General Commercial (GC): The purpose of the GC zone is to accommodate a wide range of commercial uses developed without an overall plan or design scheme. Use of the GC zone for new commercial development should be avoided unless integrated shopping center development in another zone is not practical or desirable because of difficult size, shape, topography, or similar problems related to land otherwise deemed appropriate for commercial use. Typical uses in this zone may include offices, retail stores, personal services, heavy commercial, and institutional uses.
3. Highway Commercial (HC) The purpose of the HC zone is to provide commercial areas with visibility and access from Interstate 15 and major arterial roads for the convenience of commuters and the traveling public. Typical uses include lodging facilities, personal services, travel plazas, restaurants and fast-food facilities, and commuter parking.

B. Permitted (P) Uses Allowed:

Use	GC	HC
Residential uses:		
Rehabilitation/treatment facility	P	P
Public and civic uses:		
Auditorium or stadium	P	P
Bus terminal	P	P
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	P	P
Convalescent care facility	P	P
Cultural service	P	P
Golf course	P	P
Government service	P	P
Hospital	P	P
Operations center	P	P
Park	P	P
Post office	P	P
Protective service	P	P

Reception center	P	P
Commercial uses:		
Agricultural sales and service	P	P
Animal hospital	P	P
Bail bond service	P	P
Bank or financial institution	P	P
Bed and breakfast inn	P	P
Business equipment rental, services, and supplies	P	P
Car wash	P	P
Club, private	P	P
Construction sales and service	P	P
Convenience store	P	P
Child care center	P	P
Funeral home	P	P
Garden center	P	P
Gasoline service station	P	P
Hostel	P	P
Hotel	P	P
Laundry or dry cleaning, limited	P	P
Liquor store	P	P
Media service	P	P
Medical or dental laboratory	P	P
Medical service	P	P
Motel	P	P
Office, general	P	P
Parking garage, public	P	P
Parking lot, public	P	P
Personal care service	P	P
Personal instruction service	P	P
Printing and copying, limited	P	P
Printing, general	P	P
Produce stand	P	P
Recreation and entertainment, indoor	P	P
Recreation and entertainment, outdoor	P	P
Recreational vehicle park	N	P
Repair service	P	P
Research service	P	P
Restaurant, fast food	P	P
Restaurant, general	P	P
Retail, general	P	P
Secondhand store	P	P
Shopping center	P	P

Tattoo establishment	P	P
Tavern	P	P
Temporary trailer	P	P
Transportation service	P	P
Vehicle and equipment rental or sale	P	P
Vehicle and equipment repair, general	P	P
Vehicle repair, limited	P	P
Veterinary service	P	P

C. Development standards:

Development standard	Zones				
		GC	HC		
Lot standards:					
Minimum lot area		No requirement	No requirement		
Minimum lot width		No requirement	No requirement		
Building standards:					
Maximum height, main building ¹		35 feet	35 feet		
Maximum height, accessory building		20 feet	20 feet		
All buildings		20 feet	20 feet		
Setback standards—rear yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet. Otherwise: no requirement.				
Accessory building					
Setback standards—interior side yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet. Otherwise: No requirement				
Accessory building					
Setback standards—street side yard:					
Main building		20 feet	20 feet		
Accessory building		Not permitted	Not permitted		



STAFF COMMENTS

Item: Consideration and possible approval of an amendment extending the term of a reimbursement agreement for Elim Valley.

Discussion: This agenda item is a request from the original Elim Valley developers to extend the term of an expired reimbursement agreement. On May 16, 2008, the City entered into a Reimbursement Agreement with Elim Valley Planning & Development, LLC and Mellon Valley, LC (the "Developers"). The Developers dedicated a portion of Sand Hollow Road to the City and, in exchange, the City entered into the Reimbursement Agreement in which the Developers were issued 196 streets impact fee vouchers valued at \$3898, for a total value of 764,008. A few of the vouchers were used in the first phases of Elim Valley, but most were not used. The Reimbursement Agreement states that "This Agreement shall expire fifteen (15) years from the date of signature, regardless of the total amount of reimbursement paid by City to Developer." The Reimbursement Agreement also provides that the "term may be extended if agreed upon by both Parties." The Developers are requesting that the term be extended. The term was agreed to in 2008, and the City has no legal obligation to extend the term. If the Council agrees to extend the term and allow the expired vouchers to be used, the amount of revenue that will be forfeited for the streets impact fee fund will be \$689,946.00.
-Dayton Hall, City Attorney

Findings:

Recommendation:

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into on May 16, 2008, by and between the Hurricane City Corporation, a Utah municipal corporation, hereinafter referred to as "City", and Mellon Valley, L.C., and Elim Valley Planning & Development, LLC, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

Recitals

- A. City has constructed a two lane road with 32' of asphalt surface according to plans provided by Elim Valley's engineer. This road is known as "Sand Hollow Road."
- B. Developer's approved site plan illustrates a 94' road right of way encompassing the road constructed by City.
- C. City paid approximately \$1.4 million in construction costs for above described road.
- D. Developer is willing to dedicate an 84' to 94' road right of way according to the approved Sand Hollow Road dedication plat.
- E. City has identified a need for a road in the location of Sand Hollow Road in its Capital Facilities plan.
- F. To clarify which present and future improvements of Sand Hollow Road are considered system improvements and which are considered project improvements, the Parties desire to enter into this agreement.

Agreement

Now, therefore, in consideration of the premises recited above and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. City agrees to reimburse Developer for the dedication of the property described below considered a system improvement and more particularly shown in Exhibit A:

Property: $9558.28' \times 40.00' = 382,051.2 \text{ sq. ft.} = 8.771 \text{ acres}$. $8.771 \text{ acres} \times \$65,900 \text{ per acre} = \$577,988.39$ (Five hundred and seventy-seven thousand, nine hundred and eighty-eight dollars and thirty-nine cents)

2. Developer agrees to dedicate the remainder of the right of way for Sand Hollow road as depicted on the approved dedication plat as a project improvement.

3. City agrees to reimburse Developer for the engineering costs associated with the design and construction of the "core construction" of Sand Hollow Road, considered a system improvement, as verified by Rosenberg Associates:

- Engineering: \$184,979.90 is the number that has been provided.

4. City agrees to pay Developer for eligible reimbursable costs as shown in numbers 2 and 3 above and totaling \$726,968 (seven hundred and twenty-six thousand and nine hundred and sixty-eight dollars.)

Said payment shall be in the form of roads impact fee vouchers in the amount of \$3898 (three thousand eight hundred and ninety-eight dollars), the equivalent of one residential road impact fee in effect as of this date, each. The total number of impact fee vouchers with a value of \$3898 each will be 196 (one hundred and ninety-six). Impact fee vouchers shall be redeemed solely for building permits for structures to be constructed within the Elim Valley project as described in the development agreement recorded in the office of the Washington County Recorder as document # 20070000768.

5. Maximum reimbursement under this agreement shall be, \$727,968 an amount calculated by the City Engineer based on actual costs.

6. No interest shall be paid on any amount due under the terms of this Agreement.

7. This Agreement shall expire fifteen (15) years from the date of signature, regardless of the total amount of reimbursement paid by City to Developer. Term may be extended if agreed upon by both Parties.

FURTHERMORE, Developer agrees that all further construction within the right of way for Sand Hollow Road will be constructed per the cross section approved as part of the preliminary site plan for the Elim Valley PDO at Developer's expense.

IN WITNESS THEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

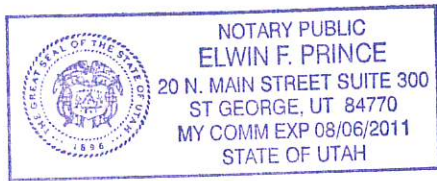
Hurricane City, a political subdivision of the State of Utah

By: Thomas B. Husch
Mayor

ATTEST: Joni Fran

Deputy Recorder

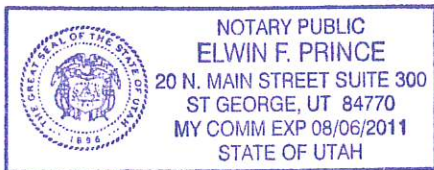
DEVELOPER,



Notary:

Mellon Valley, L.C.

By:



Notary

Elim Valley Planning and Development, LLC

By:



STAFF COMMENTS

Item: Consideration and possible approval of an agreement with Downtown Redevelopment Services LLC regarding the zoning overlay for the downtown masterplan.

Discussion: In accordance the Downtown Master Plan approved in 2023, staff intends to continue with Downtown Redevelopment Services LLC for the purpose of creating a Zoning Overlay District for the downtown area delineated in the Downtown Master Plan. The zoning overlay will guide future downtown development to ensure that new buildings and public spaces align with the desired aesthetic, function, and community vision for the area. The goals for the zoning overlay are:

- to create a vibrant, walkable downtown that fosters community interaction;
- to promote mixed-use development that integrates residential, commercial, and civic uses;
- to establish architectural and urban design standards that reflect Hurricane's local identity, historical context, and future vision;
- to encourage sustainable, adaptable design that supports long-term economic and environmental goals; and
- to facilitate streamlined and predictable development approval processes.

The proposed contract amount of \$23,000 was included in the approved 2024 - 2025 fiscal year budget. The term of the contract is proposed to expire on 8/1/2025.

Gary Cupp

Findings:

Recommendation:

**INDEMNITY PROVISION CONTRACT
(FOR INDEPENDENT CONTRACTORS)**

1. GENERAL. Hurricane City is duly organized and existing under the laws of the State of Utah, with its primary place of business located at 147 N 870 West, Hurricane, Utah (hereafter referred to as “City”) and Downtown Redevelopment Services, LLC (hereafter referred to as “Contractor”) herewith enters into this contract for services, effective as of _____.
2. RECITALS. The parties recite and declare:
 - A. Contractor is willing to provide services to City, and City is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
 - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, City and Contractor agree as follows:
3. SERVICES.
 - A. As a continuation of the Downtown Master Plan project completed by the Contractor, the City seeks to develop a comprehensive Downtown Zoning Overlay (“DZO”) for its downtown area. This code will guide future development to ensure that new buildings and public spaces align with the desired aesthetic, function, and community vision for the area. The DZO is intended to supplement the existing zoning regulations, focusing on building form and relationship to public spaces rather than conventional land-use segregation. Project goals include creating a vibrant, walkable downtown that fosters community interaction; promoting mixed-use development that integrates residential, commercial, and civic uses; establishing architectural and urban design standards that reflect Hurricane's local identity, historical context, and future vision; encouraging adaptable design that supports long-term economic; and facilitating streamlined and predictable development approval processes. This scope of services is intended to guide the development of a Downtown Zoning Overlay that will enhance the character, functionality, and economic vitality of downtown Hurricane, ensuring it evolves into a more connected, attractive, and livable community.
 - B. Scope of Work. Contractor herewith agrees to perform the following services:
 - (1) Task 1: Project Initiation & Stakeholder Engagement.
 - Kickoff Meeting: Meet with City officials, planning staff, and key stakeholders to define goals, expectations, and timelines.

- Public Engagement Strategy: Develop a comprehensive public engagement plan to gather input from community members, property owners, businesses, and local organizations.
- Public workshop and visioning session.
- Surveys and online engagement platforms.
- Stakeholder Interviews: Conduct interviews with key stakeholders, including developers, downtown business owners, and community leaders, to gather insight into local needs and concerns.

Task 1 Deliverables: Public Engagement Plan and Summary Reports.

(2) Task 2: Existing Conditions Analysis.

- Site Visit & Contextual Analysis: Conduct a site visit to analyze the existing urban fabric, land use patterns, building typologies, street layout, and architectural character.
- Review of Current Plans & Zoning: Analyze existing planning documents, zoning codes, and other relevant regulatory frameworks. Identify areas of conflict or opportunity for the proposed DZO.

Task 2 Deliverables: Existing Conditions Analysis and Site Assessment Report.

(3) Task 3: Visioning & Concept Development.

- Community Visioning Workshop: Facilitate a community workshop to establish a shared vision for the downtown area, focusing on form, public space, and architectural character.
- Development of Key Concepts: Based on feedback, develop key concepts for building forms, streetscapes, open spaces, and design guidelines that promote walkability and vibrant public spaces.

Task 3 Deliverables: Regulating Plan and Associated Maps.

(4) Task 4: Prepare Draft Downtown Zoning Overlay.

- Regulating Plan: Create a regulating plan that identifies areas within the downtown to apply the DZO. This plan will include:
- Building form standards: height, massing, and setbacks.
- Street and frontage types: defining the relationship between buildings and the public realm.
- Land use standards that accommodate mixed-use development.
- Public space standards: streetscape design, plazas, and green space.
- Architectural Standards: Establish design guidelines for building aesthetics, materials, roof forms, windows, and other key architectural elements.

- **Street Design Standards:** Develop standards for street widths, sidewalks, parking configurations, street furniture, and lighting that enhance the pedestrian experience.
- **Public Realm Standards:** Define the treatment of public spaces, including parks, plazas, and sidewalks, focusing on landscape design, pedestrian amenities, and the integration of public art.

Task 4 Deliverables: Draft and Final Downtown Zoning Overlay Document.

(5) Task 5: Review and Refinement.

- **Internal Review with City Staff:** Present the draft DZO to city planning staff for review and feedback.
- **Stakeholder & Public Feedback:** Hold a series of public meetings and stakeholder presentations to gather feedback on the draft DZO.
- **Revisions & Refinements:** Based on feedback, refine the draft DZO to address concerns, clarify standards, and ensure alignment with community goals.

Task 5 Deliverables: Architectural, Streetscape, and Public Realm Design Standards.

(6) Task 6: Downtown Zoning Overlay & Adoption Process.

- **Final Draft:** Prepare the final version of the Downtown Zoning Overlay, incorporating all revisions from the review process.
- **Public Hearings:** Assist city staff in presenting the DZO to the planning commission and city council. Provide support in answering questions and making adjustments if necessary.

Task 6 Deliverables: Public and Stakeholder Presentation Materials and Training Materials for City Staff.

C. Project Timeline.

- Phase 1: Project Kickoff & Stakeholder Engagement (1-2 months).
- Phase 2: Existing Conditions Analysis (1 month).
- Phase 3: Visioning & Concept Development (1-2 months).
- Phase 4: Drafting the Downtown Zoning Overlay (3-4 months).
- Phase 5: Review and Refinement (1-2 months).
- Phase 6: Final Code & Adoption Process (1-2 months).

D. Project Team & Responsibilities.

- **Lead Consultant:** Responsible for overall project management, public engagement, and drafting of the DZO.

- City Staff: To provide ongoing feedback, assist with public engagement, and facilitate the adoption process.
 - E. Budget. The project budget is \$23,000 based on the scope of services and required deliverables in Sections 3.A. & 3.B. above. Estimated cost considerations include public meetings, document preparation, consultant fees, and implementation support.
 - F. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the City.
 - G. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.
4. BEST EFFORT OF CONTRACTOR. Contractor agrees that it will at all times faithfully, industrially, and to the best of its ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall performs said services to the reasonable satisfaction of City.
 5. TERM OF CONTRACT. This contract shall be in effect beginning 1/1/2025 and ending on, or at any time before, 8/1/2025.
 6. TERMINATION OF CONTRACT. This contract shall expire on or before 8/1/2025. In addition, either party shall have the right to terminate this contract with thirty (30) days written notice to the other party.
 7. COMPENSATION OF CONTRACTOR. City shall pay Contractor, and Contractor shall accept from City, in full payment for Contractor's services under this agreement, \$23,000 .
 8. RETURN OF EQUIPMENT ON TERMINATION OF EMPLOYMENT. On termination of this agreement by either party, or at the termination of Contractor, Contractor shall return all City property in the possession of Contractor promptly to City.
 9. BENEFITS. Contractor shall have no right to, and shall not be provided with, any benefits.
 10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the City or their respective officers, officials, agents, or employees, or any person or persons.

11. **AGREEMENTS OUTSIDE OF CONTRACT.** This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that he or it has relied on its own judgment in entering into this agreement. The parties further acknowledges that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.
12. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
13. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.
14. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. **EFFECT OF PARTIAL INVALIDITY.** The invalidity of any portion of this agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if both parties subsequent to the expungement of the invalid provision had executed them.
16. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that contractor has obtained and will maintain liability insurance sufficient to support contractor's hold-harmless indemnification promise. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by state law.

17. UNDERSTANDING AND EFFECT OF AGREEMENT.

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
- B. Parties warrant they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- C. Parties warrant that they have voluntarily entered into the releases and waivers contained in this Agreement voluntarily and made them without any duress or undue influence of any nature by any person.

18. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this agreement.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below.



Contractor's Signature

Benjamin Levenger, President 12/21/2024
Printed Name of Contractor Date

Mayor's Signature Date

Recorder's Signature Date



STAFF COMMENTS

Item: Consideration and possible approval of a renewed contract with Alpha Engineering for engineering services.

Discussion: The proposed contract is consistent with the City's current relationship with Alpha Engineering. Although the City accepted these rates in a proposal by Alpha in 2015, there was never a signed contract. The lack of a signed contract surfaced this month when the Utah Board of Water Resources requested a copy of the engineering services contract as part of the Board's award of a zero interest loan to the City for the construction of the pressurized irrigation system and the new culinary water tank and well. A contract with Alpha Engineering is required prior to the Board's meeting on January 30th. Staff recommends approval of the contract. The City Attorney approves the contract as to form. -Dayton Hall, City Attorney

Findings:

Recommendation:

**ENGINEERING SERVICES AGREEMENT
FOR
MUNICIPAL CULINARY & IRRIGATION WATER SYSTEM ENGINEERING LONG-
TERM SERVICES AND DESIGN AND CONSTRUCTION ENGINEERING
BETWEEN
HURRICANE CITY
AND
ALPHA ENGINEERING COMPANY**

This AGREEMENT (“Agreement”) made and entered into this 16th day of January, 2025 by and BETWEEN the CITY:

Hurricane City
c/o Mr. Kaden DeMille
147 North 870 West
Hurricane, Utah 84737

Hereinafter referred to as the CITY, and the ENGINEER:

Alpha Engineering Company
43 South 100 East
Suite 100
St. George, Utah 84770

Hereinafter referred to as the ENGINEER.

Witnesseth:

WHEREAS, the CITY is desirous of retaining an Engineer for On-Call Professional Engineering Services in support of the CITY’S culinary water and irrigation water systems as well as design and construction administration services in support of the culinary water and irrigation system expansion projects and:

WHEREAS, the ENGINEER is professionally qualified and able to assist the CITY in providing the On-Call Professional Engineering services desired and the design of the culinary water and irrigation system expansion projects.

NOW THEREFORE, the parties hereto, each in consideration of the covenants set forth, do agree to the terms and conditions as hereinafter enumerated:

ARTICLE I

DESIGN ENGINEERING SCOPE OF WORK – ON CALL PROFESSIONAL ENGINEERING SERVICES

The general extent of design engineering work to be performed is outlined as follows:

- 1.1 Plan and Hydraulic Model Review.** The ENGINEER will review the water and irrigation portion of construction drawings and associated hydraulic water models presented to the CITY for projects located within the CITY boundaries. After reviewing said plans and hydraulic models the ENGINEER will write a letter recommending approval or a letter outlining changes needed on the construction drawings to meet CITY and State Drinking Water Standards.
- 1.2 Design Engineering Services.** The ENGINEER will provide design and construction engineering services for CITY culinary water and irrigation system improvement projects. Services will include boundary and alignment surveys, topographic surveys, project design, preparation of specifications, preparation of bid documents, and review of bids received.
- 1.3 Construction Engineering Services.** The ENGINEER will aid the CITY in construction management including preparation of Notice of Award, Notice to Proceed, Change Orders, Partial Payments, Construction Staking, and periodic project review.
- 1.4 Construction Observation.** The ENGINEER will provide construction observation services requested by the CITY.
- 1.5 Miscellaneous Engineering and Surveying Services.** The ENGINEER will provide miscellaneous engineering and surveying services requested by the CITY.

ARTICLE II

DESIGN ENGINEERING SCOPE OF WORK – CULINARY WATER AND IRRIGATION SYSTEM EXPANSION PROJECTS

- 2.1 Kickoff Meeting.** A kickoff meeting will be held for each project to establish project design constraints, a project communication plan, and detailed project schedule. The kickoff meeting will be scheduled within one week of notice to proceed. Alpha Engineering will lead the meeting and will prepare the agenda and minutes.
- 2.2 Topographic Survey & Site Visit.** Once overall project design constraints are coordinated, an existing conditions and topographic survey of the tank site and well locations as well as pipeline alignments, connection points, and extension location(s) will be completed, including existing conditions mapping. The ENGINEER will coordinate with the CITY prior to the survey so all potential utility conflicts can be marked in the field and surveyed, where possible. The private, City, and County property as well as public road rights-of-way will be

identified for each project. Drainage ditches and culverts will be located, where possible. A site visit will be scheduled with the CITY to visit the project location(s).

- 2.3 Preliminary Design.** The topographic survey will be utilized to develop a preliminary design and plan and profile drawings of the selected pipeline alignment(s), tank site design and well design. The profiles will be used to develop hydraulic grade line for the conveyance system design. Coordination will be completed with City staff in designing the Tank and pipeline connections using best engineering practices for underground pipelines, storage tank design standards, and appropriate offsets from existing utilities for the pipelines. A preliminary design report for the tank facilities and pipelines will be prepared and will include an energy grade line for the pipeline design. The preliminary (30%) design will be submitted to the City for review. A preliminary Engineers Opinion of Probable Cost will be prepared based on the preliminary design.
- 2.4 Geotechnical Investigation.** A geotechnical investigation will be completed for the tank site and pipelines upon approval of the preliminary site plan and layout. In order to characterize subsurface soil conditions, including groundwater and bedrock elevation that may be encountered during construction of the tank, geotechnical investigations will be completed using borings. Two borings will be completed at the tank site location. Bulk samples will be obtained to assess subsurface conditions. A continuous log of the boring investigation site will be maintained in the field. Investigation locations will be backfilled immediately upon completion of sampling and logging. Approximately 10 test pits will be excavated along the pipeline alignments. Blue Stakes will be notified of the investigation locations to have utilities located prior to the field investigation.
- 2.5 Construction Drawings & Specifications.** Upon approval of the preliminary design, construction drawings and specifications will be prepared for the tank and pipeline extensions including utility plans, plan and profile sheets, connection details, structure details, and piping sections. The geotechnical investigation will be reviewed, and recommendations incorporated into the tank structure design and project specifications. The plans and specifications will be submitted at 60% and 90% completion to the CITY for review. Technical specifications will be provided using standard City front-end contract documents. An updated Engineer's Opinion of Probable Cost will be provided with each submittal.
- 2.6 Make Revisions/Additions.** Any requested corrections or revisions to the documents will be completed and submitted to the CITY for final approval. Upon approval from the CITY, final documents will be prepared for bidding the project(s).
- 2.7 Assemble Bid Package.** Upon receipt of approval from the CITY for bidding the project(s), the Bid Package will be put together for bidding the project. The ENGINEER will assist the CITY in the bidding process, including contacting interested parties, maintaining a plan holders list, responding to questions, and providing any necessary addendums. After attending the bid opening, a bid tabulation and letter of recommendation will be provided to the CITY making a recommendation for acceptance of a bid. The Bid Package will be

completed within two weeks of final revisions and approval.

ARTICLE III

CONSTRUCTION ENGINEERING SCOPE OF WORK

The general extent of construction engineering work to be performed is outlined as follows:

- 3.1 Bid Advertisement.** Advertisement for Bid for the project will be prepared and submitted to the CITY for review. Copies of the drawings, specifications, and contract documents required by prospective bidders, material suppliers, and other interested parties, will be provided.
- 3.2 Pre-Bid Meeting.** All potential bidders will be invited to a pre-bid meeting for the project. Elements of the contract will be discussed and presented to potential bidders to aid them in preparation of their bids.
- 3.3 Bid Opening.** Alpha Engineering will attend the bid opening for the project, tabulate the bid proposals, make an analysis of the bids and make recommendations for awarding the contract to the CITY.
- 3.4 Contract Award.** Upon award of the Contract for the project by CITY Council, The ENGINEER will furnish three (3) sets of contract plans and specifications for execution of the Contract.
- 3.5 Preconstruction Conference.** Notification will be provided to the Contractor and a Preconstruction Conference for the project will be conducted prior to beginning work. Invitations to the Preconstruction Conference shall be issued to the City, Contractor, and others having specific interest in the project.
- 3.6 Construction Staking.** Construction staking for the project will be provided including excavation and fill limit and slope stakes, desilting structure location stakes, pipeline alignment, valves, fittings, and structures.
- 3.7 Contractor Partial Payments.** The Contractor's applications for progress payments, change orders, and final payment will be reviewed and, when approved, submitted to the CITY for approval for payment for each project.
- 3.8 Construction Observation and Materials Testing.** Weekly construction meetings will be held for the duration of the project. One periodic inspector and associated support staff will be provided to ascertain satisfactory completion of work performed and we have assumed one site visit per week. In addition, periodic testing including proctors to determine optimum density, density tests, gradations, and concrete testing will be performed. We have assumed the City will provide a full-time inspector for the project. An additional full-time inspector can be provided as needed depending on the needs of the CITY. Alpha Engineering will provide on-site support during the construction phase including weekly construction

meetings and minutes, construction submittal review, construction installation observations, and document field observations and prepare field observation reports.

- 3.9 Substantial Completion.** A final review of the project will be completed prior to the issuance of the statement of substantial completion of all construction and submit a written report to the CITY for the project. Prior to submitting the final pay estimate, a statement of satisfactory completion will be submitted to and obtain the written acceptance of the facility from the CITY.
- 3.10 Record Drawings.** An as-built survey will be completed and reproducible record drawings for the project will be prepared and submitted to the CITY. It is anticipated that the record drawings will be based upon construction records provided by the Contractor during construction and a combination of the as-built survey data.

ARTICLE IV

BASIS OF COMPENSATION

The CITY agrees to pay compensation to the ENGINEER for work performed on the Project as specified below:

- 4.1 Fees.** For all design engineering services as outlined in Article 1, "Design Engineering Scope of Work – On Call Professional Engineering Services", Article 2, Design Engineering Scope of Work – Culinary Water and Irrigation System Expansion Projects" and Article 3, "Construction Engineering Scope of Work" the ENGINEER shall be compensated as outlined below:
- 4.1.1 Plan Review: Per *Standard Rate Schedule* (see Attachment "A").
 - 4.2.1 Design Engineering Services: Lump Sum based on Project Cost (see Attachment "B").
 - 4.3.1 Construction Engineering Services: Per Standard Rate Schedule.
 - 4.4.1 Construction Inspection: Per Standard Rate Schedule.
 - 4.5.1 Miscellaneous Engineering and Surveying Services: Per Standard Rate Schedule.

The Standard Rate Schedule will be adjusted on a yearly basis using the published Consumer Price Index.

- 4.2 Reproduction Expenses.** Reproduction expenses will be invoiced per our Standard Rate Schedule (see Attachment "A").
- 4.3 Additional Services.** Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule* (Attachment "A"). No extra work will be performed without the consent of the CITY.

- 4.4 Payment Schedule.** Progress payments shall be made in proportion to services performed as indicated and shall be due within 30 days of the ENGINEER's submittal of his invoice.
- 4.5 Project Schedule and Fee Estimate.** Before beginning design on each project, the ENGINEER shall prepare a preliminary project budget and schedule for CITY approval.

ARTICLE V

GENERAL CONDITIONS

- 5.1 Liability.** The ENGINEER shall provide and maintain during the existence of the AGREEMENT, for the protection of the ENGINEER and the CITY the following insurance coverage:
- General Liability Insurance not less than Two Million Dollars (\$2,000,000) / Occurrence, Four Million Dollars (\$4,000,000) Aggregate
 - Professional Liability Insurance or Errors and Omissions Insurance not less than not less than Two Million Dollars (\$2,000,000) / Occurrence, Four Million Dollars (\$4,000,000) Aggregate insuring against any negligent error or omission which may be committed by the ENGINEER in the performance of this AGREEMENT.
 - Workers Compensation Insurance not less than One Million Dollars (\$1,000,000)
 - Commercial Automotive Insurance not less than One Million Dollars (\$1,000,000)
- 5.2 Utah Law.** The laws of the State of Utah will govern any litigation, controversy, or adversary proceeding.
- 5.3 Outside Costs.** The CITY will pay the costs of all fees related to this project including checking, inspection, zoning, annexation, applications, assessments, permits, bond premiums, advertisements, title company charges, and all other charges not specifically covered under terms of this contract.
- 5.4 Progress.** The ENGINEER will begin work within one week after receipt of official notice to proceed, and will perform the work diligently and to the CITY's satisfaction. Failure of the ENGINEER to make progress satisfactory to the CITY except for valid reasons beyond the control of the ENGINEER, shall provide the CITY the right to terminate this AGREEMENT immediately, and such termination shall be in writing.
- 5.5 Termination.** The CITY and the ENGINEER each maintain the right to terminate this AGREEMENT with sixty (60) days notice to the other party. In the event that the CITY finds it expedient to terminate this AGREEMENT prior to the completion of all the services and materials required herein, an appraisal of the value of the work performed by the ENGINEER to the date of such termination shall be made upon a basis equitable to the CITY and the ENGINEER. Final payment will be determined upon review of the amount of such appraisal. Upon such termination or abandonment and final payment to the ENGINEER, the ENGINEER will deliver all contract documents and records completed or partially completed and all unused materials supplied by CITY, and these shall become the property of the CITY.
- 5.6 Contract Modifications.** This contract constitutes the entire AGREEMENT between the

parties hereto. No modification hereof shall be effective unless and until such modifications are evidenced by a writing signed by both parties to this AGREEMENT.

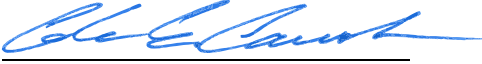
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate on the date first indicated.

ENGINEER:

Alpha Engineering Company

CITY:

Hurricane City

By: 
Glen E. Carnahan, P.E.

By: _____
Nanette Billings

Its: President

Its: Mayor

Attest:

ATTACHMENT “A”

ALPHA ENGINEERING COMPANY STANDARD RATE SCHEDULE

December 2024

Principal Engineer (PE): \$245.00 / hour

Senior Engineer II (PE): \$205.00 / hour

Senior Engineer I (PE): \$183.00 / hour

Project Engineer II (PE): \$169.00 / hour

Project Engineer I (PE): \$155.00 / hour

Project Engineer (PE): \$140.00 / hour

Engineer (EIT): \$121.00 / hour

Head Design Technician: \$110.00 / hour

Design Technician: \$95.00 / hour

Senior Licensed Surveyor: \$177.00 / hour

Licensed Survey Crew Chief: \$129.00 / hour

Survey Crew Member: \$88.00 / hour

GPS Survey Equipment: \$47.00 / hour

Inspector: \$90.00 / hour

Accountant: \$104.00 / hour

Secretary: \$70.00 / hour

Type I Survey Monuments: \$1,000.00 each

Type II Survey Monuments: \$400.00 each

Mileage: \$0.75 / mile

Large Format Prints / Copies:	22x34	\$1.75 / sheet
	30x42	\$2.25 / sheet

Photocopies:	8.5x11 (b&w)	\$0.20 / page
	8.5x11 (color)	\$0.35 / page

*Other expenses will be billed at cost plus 10%.

*Rates will be adjusted periodically to reflect inflation and cost changes.

ATTACHMENT "B"
LUMP SUM BASED ON PROJECT COST

NET CONSTRUCTION COST	FEE PERCENTAGE	
	PROJECTS OF ABOVE AVERAGE COMPLEXITY	PROJECTS OF AVERAGE COMPLEXITY
\$25,000	14.30%	11.00%
\$50,000	13.00%	10.00%
\$100,000	11.62%	9.01%
\$200,000	10.25%	8.11%
\$300,000	9.50%	7.60%
\$400,000	8.90%	7.25%
\$500,000	8.52%	7.00%
\$600,000	8.25%	6.75%
\$700,000	8.00%	6.50%
\$800,000	7.80%	6.40%
\$900,000	7.65%	6.30%
\$1,000,000	7.53%	6.22%
\$2,000,000	6.80%	5.70%
\$3,000,000	6.60%	5.50%
\$5,000,000	6.42%	5.32%

Typical projects that will be considered to have an above average complexity are:

- a. Water, Wastewater, and industrial waste treatment plants.
- b. Public and office buildings.
- c. Large dams or complicated small dams.
- d. Highways and arterial streets.
- e. Pumping stations with unusual design considerations.
- f. Structures requiring special or unique design.
- g. Foundations requiring special analysis or unique design.

Projects other than those shown above will normally be considered to have average complexity.

The rates given above do not apply to *unique* or *unusually difficult* projects.

Fee percentages are based upon *American Society of Civil Engineers Manual 45* and have been adopted by the *FmHA*.

These costs are for design only. Fees for construction related services typically range between 50% and 100% of the design fee.

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\$300,000	9.50%	7.60%
\$400,000	8.90%	7.25%
\$500,000	8.52%	7.00%
\$600,000	8.25%	6.75%
\$700,000	8.00%	6.50%
\$800,000	7.80%	6.40%
\$900,000	7.65%	6.30%
\$1,000,000	7.53%	6.22%
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These costs are for design only. Fees for construction related services typically range between 50% and 100% of the design fee.



STAFF COMMENTS

Item: Consideration and possible approval of ZC25-01, a Zone Change Amendment request to rezone a property located at 808 S 920 West from RA-1 (Residential Agriculture, one unit per acre) to RA-0.5 (Residential Agriculture, one unit per half acre).

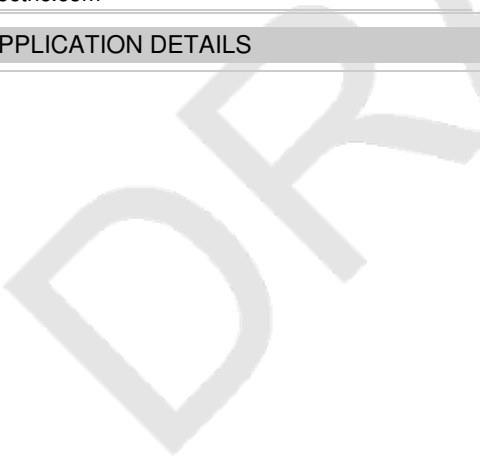
Discussion: The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.05 acres located on the west side of 920 W and north of 900 S. The applicant has stated that their purpose is to facilitate a lot split to build two homes. The Planning Commission heard this item on 1/9/2025. No objections to the project were voiced during the public hearing for this item and the Planning Commission voted 7 in favor with 1 abstention to approve the zone change request. Gary Cupp

Findings: Staff has reviewed the proposed zone change and finds that the project:

- The application meets the standards within the General Plan and General Plan Map.
- The zone change is harmonious with existing development in the area in that most of the surrounding development is large lot single family homes.
- The proposed zone change will not adversely impact the area, and is within the parameters of the General Plan.
- Services are adequate to serve the area and proposed project

Recommendation: Staff recommends approval.

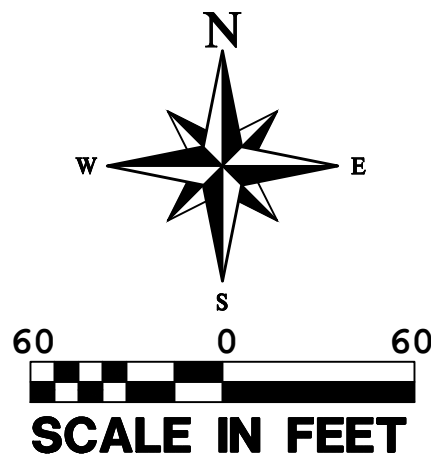
**Application**

Application Accepted Date: 12/26/2024		Valuation		\$	0.00					
Type of Improvement: Zone Change Application		PERMIT FEES								
Description: Change from RA-1 to RA-0.5		Planning Fee		\$	500.00					
Tenant / Project Name: Jason Malone Zone Change		Planning Fee		\$	500.00					
Bldg. Address: 808 S 920 W		Sub Total:		\$	500.00					
City: Hurricane City State: UT Zip: 84737		Permit Total:		\$	500.00					
Subdivision: N/A Phase:		Amount Paid:		\$	500.00					
Block: Lot #: Parcel ID #: H-3-2-3-443		Remaining Due:		\$	0.00					
Zone: R1-10										
Property Owner: Jason Malone										
Permit Contact: Karl Rasmussen P:(435) 680-0816										
Email: karl@pv-eng.com										
CONTACT INFORMATION										
Engineer of Record: Karl Rasmusen										
Email: karl@pv-eng.com P: (435) 668-8307										
General Contractor: Jason Malone										
License #: P: (702) 374-3772										
Address: 808 S 930 W										
City: Hurricane State: UT Zip: 84737										
Email: jason@stoutelectric.com										
APPLICATION DETAILS										
										
APPROVALS										
DATE										
INFO										
Setbacks										
Front: Rear: Left: Right:										
Min.										
Actual:										
APPLICATION NUMBER: PLANZC25-01										
This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.										
Applicant Name: KARL RASMUSSEN										
Signature of Applicant/Authorized Agent or Owner: Date:										
Application Approved By: Date:										
Application Issued By: Date:										
Receipt #:										

Current Zoning for Parcel H-3-2-3-443 is RA-1, 1 acre lots. It is proposed that the zoning be changed to RA-0.5, to make two ½ acre lots.

ZONE CHANGE FOR:
JASON MALONE

LOCATED IN SECTION 3, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



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LEGAL DESCRIPTION

PARCEL #: H-3-2-3-443 FROM DOCUMENT #: 20230029785

COMMENCING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 5, OF THE HURRICANE FIELD SURVEY; THENCE NORTH 01°05'08" EAST, ALONG THE EAST LINE OF SAID LOT 17 OF SAID BLOCK 5, A DISTANCE OF 220.37 FEET; THENCE NORTH 89°00'56" WEST, A DISTANCE OF 13.50 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89°00'56" WEST, A DISTANCE OF 160.14 FEET; THENCE NORTH 01°02'32" EAST, A DISTANCE OF 240.38 FEET; THENCE SOUTH 89°01'25" EAST, A DISTANCE OF 4.23 FEET; THENCE NORTH 01°04'29" EAST, A DISTANCE OF 45.89 FEET; THENCE SOUTH 89°01'25" EAST, A DISTANCE OF 156.09 FEET; THENCE SOUTH 01°05'08" WEST, A DISTANCE OF 286.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,680 SQUARE FEET OR 1.05 ACRES, MORE OR LESS.

GENERAL NOTES

- A 10.00 FOOT WIDE UTILITY EASEMENT EXISTS ALONG ALL RIGHT-OF-WAY LINES, UNLESS OTHERWISE NOTED ON THIS PLAT.
- ALL DISTANCES ON PLAT ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	ZONE RA-0.5: RESIDENTIAL AGRICULTURAL - 2 UNITS PER ACRE
	ZONE RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE
	ZONE CHANGE FROM RA-1 TO RA-0.5

PARCEL INFORMATION

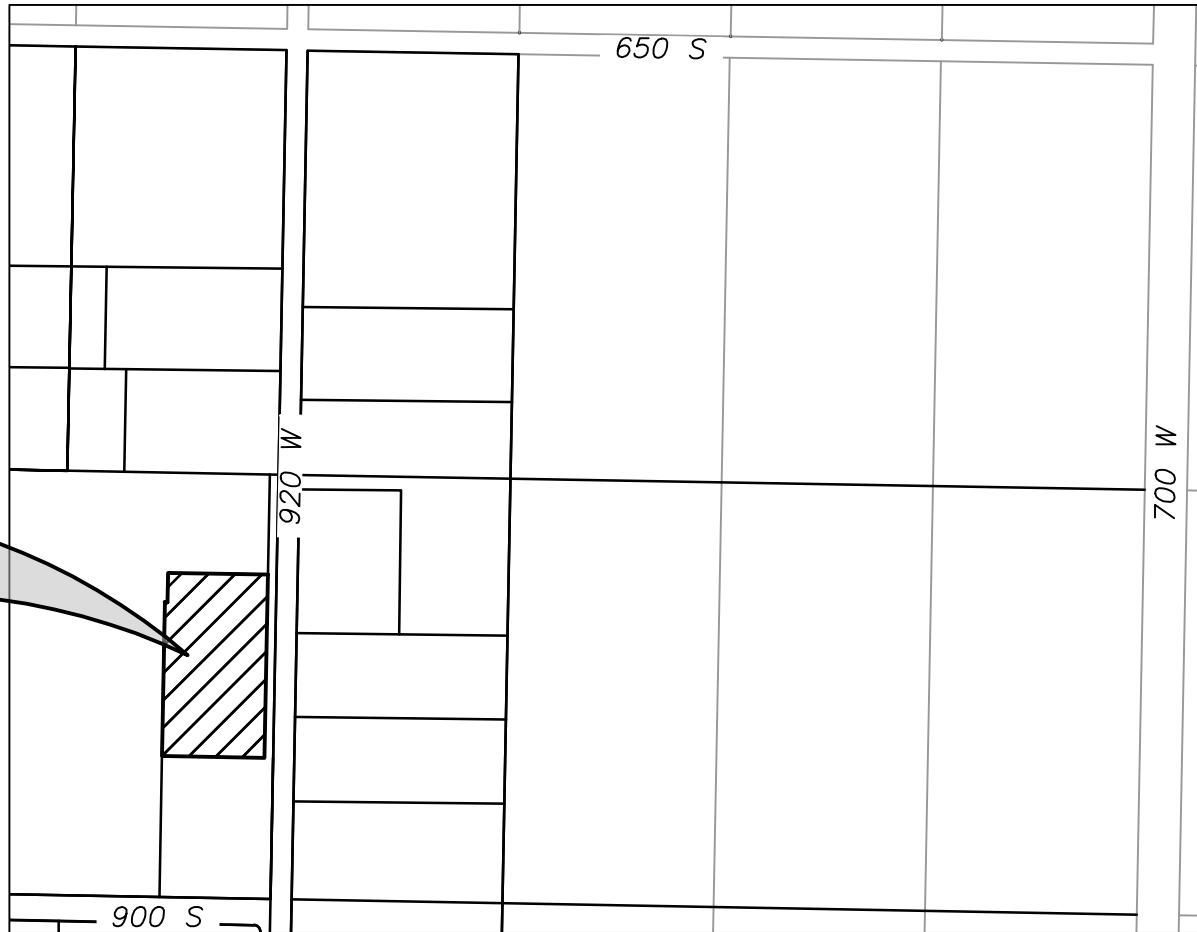
H-NTW-3	1.00 HOWARD RYAN R & SHELBI E
H-3-2-3-305	1.77 WAITE SHELDON LYNN & SHARON ANN
H-NTW-4	0.63 HOWARD RYAN R
H-MUF-1	0.43 WRIGHT RAYMOND
H-3-2-3-4215	0.92 WOOD VAN D & JOAN TRS
H-3-2-3-453	0.88 CLARK ROBERT W TR
H-3-2-3-4225	0.92 WISHAM RONNIE CAROL & JOELLA WOOD TRS
H-3-2-3-4224	0.96 STOUT KATHRYN K TRUSTEES
H-3-2-3-443	0.52 STOUT FAMILY LLC
H-3-2-3-4223	0.85 WOOD LAYTON HOLDINGS LLC
H-3-2-3-4222	0.99 WOOD LAYTON HOLDINGS LLC
H-3-2-3-444	5.95 CLARK ROBERT W TR
H-3-2-3-451	0.86 BARTHLOME SHANE
H-3-2-3-450	0.90 CHRISTIANSON DAVID J
H-WIN-5A-1-B-1-C	0.83 CHRISTIANSON DAVID J & JULIE J
H-3-2-3-449	1.06 REDDISH SEAN R
H-3-2-3-452	0.95 WILSON LUKE
H-WIN-6A-1-B-1-C	0.71 BORCHARDT DANIEL & STARRI

OWNER(S):

STOUT FAMILY LLC

831 S 920 W
HURRICANE, UT 84737

PROJECT
LOCATION



VICINITY MAP
N.T.S.

REVISIONS		BY	DATE						
DESCRIPTION									
NO									

PROVALUE
ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307



ZONE CHANGE FOR:

JASON MALONE

LOCATED IN SECTION 3, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	12/16/2024
SCALE	1"=60'
JOB NO.	777-001
SHEET NO:	

ORDINANCE NO ZC25-01

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3-2-3-443 FROM RESIDENTIAL AGRICULTURAL 1 (RA-1) TO
RESIDENTIAL AGRICULTURAL 0.5 (RA-0.5)

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

WHEREAS, the proposed amendment is generally compatible with the current General Plan;
and

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

WHEREAS, the proposal will not have an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a positive recommendation on the proposed
zone change.

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

That parcel H-3-2-3-443 is rezoned from Residential Agricultural 1 (RA-1) to Residential
Agricultural 0.5 (RA-0.5).

PASSED AND APPROVED on this 16th day of January 2025.

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 16th day of January 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP



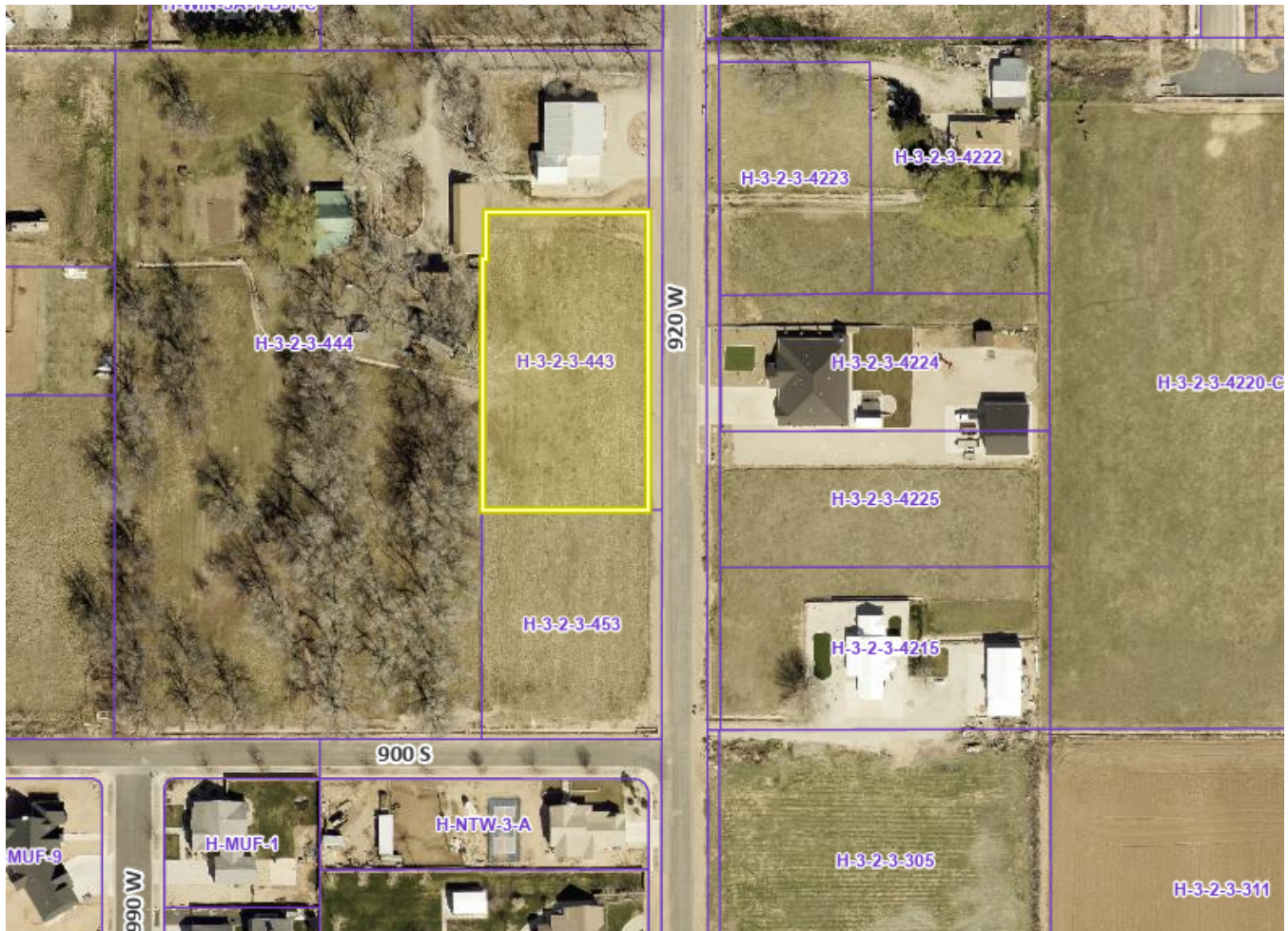
STAFF COMMENTS

Agenda Date:	01/16/2025 – City Council
Application Number:	ZC25-01
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Jason Malone
Agent:	Karl Rasmussen
Request:	Zone Change from RA-1 to RA-0.5
Location:	808 S 920 W
Zoning:	RA-1
General Plan Map:	Rural Residential
Recommendation:	Approve
Report Prepared by:	Gary Cupp

Discussion:

The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.05 acres located on the west side of 920 W and north of 900 S. The applicant has stated that their purpose is to facilitate a lot split to build two homes. The Planning Commission heard this item on 1/9/2025. No objections to the project were voiced during the public hearing for this item and the Planning Commission voted 7 in favor with 1 abstention to approve the zone change request.

	Zoning	Adjacent Land Use
North	RA-1	Single Family Homes and some agriculture
East	RA-1, RA-0.5	Single Family Homes, some agriculture
South	RA-0.5, RA-1	Single Family Homes, some agriculture
West	RA-1, RA-0.5	Single Family Homes, some agriculture



Zone changes on any parcel of land within the City of Hurricane requires consideration of the following factors pursuant to Title 10 – Hurricane City Land Use Ordinance, Section 10-7-7 (cited below):

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.*

Analysis:

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 Rural Residential , which is defined 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 is in the area where the General Plan was recently revised to change the designation to Rural Residential. The proposed zoning meets the General Plan for the area.

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 zoning is largely harmonious with the surrounding zoning and development.

3. Will the proposed amendment adversely affect the adjacent property?

Response: The proposed amendment is within the area's densities approved by the General Plan and most of the immediately adjacent property is relatively undeveloped or developed in a similar manner as this one.

4. Are public facilities and services adequate to serve the subject property?

Response: Based on JUC comments, utilities and services are adequate to serve the subject property.

JUC Comments:

1. **Public Works:** Will need to dedicate the required portion of 920 West. Will need to pay for improvements on 920 West.
2. **Power:** 1) Power dept does not have a concern with the zone change. 2) If power is requested on the property they will need to fill out an application for service. 3) Power dept will design power for any building on this parcel.
3. **Sewer:** No comment.
4. **Streets:** Okay with zone change.
5. **Water:** Okay.
6. **Engineering:** The proposed zone change appears to meet all the approval standards of HCC 10-7-7(E). Engineering supports the proposed zone change.
7. **Fire:** Okay.

8. **Cable:** No comment.
9. **Phone:** No comment.
10. **Fiber:** No issues. Approved.
11. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments:

1. 920 W is a master planned minor collector and additional improvements along that roadway may be required as part of a subdivision application.

Findings:

Staff makes the following findings:

1. The application meets the standards within the General Plan and General Plan Map, because the General Plan supports densities from one unit/40 acres to RA-0.5 and RA-1 for the site.
2. Most of the surrounding development is large lot single family homes, therefore the zone change is harmonious with surrounding development patterns.
3. The proposed amendment will not adversely impact neighboring properties in the vicinity, and is within the parameters of the General Plan.
4. Services are adequate to serve the area and proposed project.

Recommendation: Staff recommends the City Council consider this item based on the standards within the Hurricane City Code. Staff recommends approval subject to staff and JUC comments.