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

February 20, 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

Minutes of the Regular City Council Meeting for February 6, 2025

Introduction of the 2025 Hurricane City Royalty and presentation of the 2024 scholarships - Dena Humphries

Presentation by J-U-B Engineers to present the Storm Water Management Plan to comply with the MS4 requirements

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.

OLD BUSINESS

1. Consideration and possible approval of **updates to the Hurricane City Airport Rules and Regulations and the Minimum Standards for Commercial Aeronautical Activities**

NEW BUSINESS

1. **Presentation** from Tuacahn - Darrin Winn and Kevin Smith
2. Consideration and possible approval of the r**evocation of the business licens**e for IZ Towing -Cindy Beteag
3. Consideration and possible approval of **local consent for a beer garden** at the Washington County Fair - Susi Lafaele
4. Consideration and possible approval of **local consent for a beer garden** at the Hurricane Mountain Bike Festival - Michael Key
5. Consideration of a resolution **authorizing the issuance and sale of water revenue bonds** and related matters
6. Consideration and possible approval of **Ordinance ZC25-04, a request for a Zone Change Amendment from Light Industrial M-1 to Highway Commercial HC** for the former Eagles Lounge property located at 495 E 800 N. Parcel H-316-A-1-H. Matt Lowe, Applicant. Clint Hancock, Agent.
7. Consideration and possible approval of **Ordinance ZC25-02, a request for a Zone Change Amendment from Multiple Family Residential RM-2 to Multiple Family Residential RM-3** located at approximately 126 S 850 W. Parcels H-PMSD-4-A, H-3-1-34-3228 and H-3-34-3205. Interstate Homes, Applicant. Amanda Pectol, Agent.
8. Consideration and possible approval of **Ordinance ZC25-03, a request for a Zone Change Amendment from Single Family Residential R1-10 to Single Family Residential R1-8** located at 380 W 500 S. Parcel H-TKRE-1-4. Don Behunin, Applicant.
9. Consideration and possible approval of a **contract with the State of Utah Division of Outdoor Recreation** regarding the connection from Sand Mountain to Sand Hollow State Park - Arthur LeBaron
10. Consideration and possible approval of **contract award for the Hurricane City 2025 Slurry Seal Project** - Arthur LeBaron
11. Consideration and possible approval of **contract award for the Hurricane City 2025 Chip Seal Project** - Arthur LeBaron
12. Consideration and possible approval of the **Bike Park Build Agreement with Sensus Rad Trails** for the Hurricane Bike Park
13. Consideration and possible approval of **awarding the contract for the Hurricane City Bradshaw Hotel Foundation Repair** Project - Arthur LeBaron
14. Consideration and possible approval of the **UDOT Master Landscape Maintenance Agreement** - Arthur LeBaron
15. Consideration and possible approval of **adding a parking and backing policy** to the employee handbook - Sel Lovell
16. Discussion regarding the **installation of overhead power** on private property
17. Continued **training** for Municipal Officials

18. Mayor, Council, and staff reports
19. 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 February 20, 2025

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes of the regular City Council meeting for February 6, 2025.

Introduction of the 2025 Hurricane City Royalty and presentation of the 2024 scholarships.

Presentation by J-U-B Engineers to present the Storm Water Management Plan to comply with the MS4 requirements.

Old Business

1. This item was discussed by the Council on February 6, 2025, and the Council expressed various reservations regarding the amendments to the minimum standards for flight instruction in the Minimum Standards for Commercial Aeronautical Activities. There was not a consensus by the Council on how to revise the proposed language. In an attempt to capture the Council's desires, the following proposed changes have been incorporated into the Minimum Standards: (1) the existing requirement for 140 square feet of office space remains the same; (2) the flight instructor must provide or lease additional space for instruction, classroom training activities, and restroom facilities; and (3) the provision that space may be common with other users in the facility remains the same. -Dayton Hall, City Attorney.

New Business

1. Presentation from Tuacahn.

2. IZ Towing received a home-based business license in April 2023 for towing personal property. In May 2024, code enforcement began receiving complaints from neighbors about business vehicles being parked on the street. A notice was sent informing the owners that home-based businesses cannot use on-street parking for business vehicles. The owners met with staff to discuss the issue, and street parking ceased.
   In October, new complaints arose regarding someone living in a trailer in the driveway. A notice was sent to the owner, stating that occupied trailers are not permitted on residential properties. When the owner failed to respond and the trailer remained, a violation notice was issued in December, warning that the business license was at risk due to noncompliance with city ordinances. The notice included a deadline for removing the trailer or facing a revocation hearing.
   After no response from the owner, a revocation hearing notice was sent on January 28, 2025, providing another deadline for compliance. As of today, the trailer still appears to be occupied, with its pop-out extended and extension cords running to it. - Cindy Beteag

3. Washington County is requesting local consent to operate a beer garden during the Washington County Fair, scheduled for April 11-19. The Sheriff's Department will oversee law enforcement at the event. The County has successfully hosted a beer garden at the fair for several years without any reported issues. Both staff and law enforcement have no concerns regarding the approval of local consent. - Cindy Beteag

4. Silver Reef Brewing Co. is seeking local consent to operate a beer garden at the Hurricane Mountain Bike Festival on March 28-29 at Quail Creek State Park. A map outlining the designated area is attached. Both staff and law enforcement have reviewed the request and have no objections to its approval.

5. In June 2024, the Hurricane City Council approved a parameters resolution authorizing the issuance of bonds for completion of the Pressurized Irrigation Expansion System Project. At that time, approval was given in the amount of $14,000,000. As bids have come in, numbers have been refined and further direction from our project partners has resulted in the possible need for expansion of the financing parameters to complete the project.

   In anticipation of possible project overruns, staff built a buffer of approximately $1,413,741 into the financing of the project. It appears there is a possibility that the currently approved amount will be insufficient. It is also quite entirely possible that that amount will be more than sufficient, and no further action will need to be taken by the council.

   The City will have a bid opening on the final phasing of the project on Tuesday February 18th where the numbers will be much more accurate. After that, we should have a better understanding of most of the costs associated with the project.

   It is important to note that the forward progress of any additional funding as a result of this agenda item is entirely contingent upon the City receiving additional funding through the NRCS. If that funding does not come through, there will not be financing available for that portion of the project and this additional requested amount will be void. To date, we do not know if the additional NRCS funding is approved.

   Staff's recommendation to the council is pending the bid opening on February 18th. – Kaden DeMille

6. The applicant requests a zone change from Light Industrial M-1 to Highway Commercial HC for the former Eagle's Lounge property. The applicant has indicated that they would like to open a restaurant at the former private club location. The existing building on

site, built in the late 1970s, is proposed to remain in place and be renovated. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change. --Gary Cupp

7. The applicant requests a zone change from Multiple Family RM-2 to Multiple Family RM-3 on the existing Pecan Meadows development for the purpose of constructing an additional two units. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change. --Gary Cupp

8. The applicant requests a zone change from Single Family Residential R1-10 to Single Family Residential R1-8. The applicant has stated that they need a smaller rear yard setbacks to construct an addition on the existing house. The existing rear setback requirement is 20 feet, and the R1-8 zone would reduce the setback to 10 feet which would allow a larger building area for the addition. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change. --Gary Cupp

9. Hurricane City won a grant for $2,000,000 to go towards construction of exit and entrance ramps for Exit 19 (3200 West) on SR-7. This is a smaller part of a larger project that includes providing a new entrance into Sand Hollow State Park at Exit 19. The contract that is before is required by the Utah State Division of Outdoor Recreation, Utah Out door Recreation Initiative in order to receive the funds. The contract spells out the City's obligations relative to spending the funds and how the funds will be administered.

   It is recommended that the City approve and execute the contract so we can receive the grant funds and move forward with the project. - Arthur LeBaron

10. Hurricane City budgets restricted funds each year for pavement management. Public works has identified streets that should be slurry sealed in accordance with the City pavement management plan. Five contractors responded to the City's advertisement for bids.

    American Pavement Preservation submitted the low bid of $887,186.18. The City's engineer's estimate was $896,019.57. The high bid was $1,115,000.00. The City has the

funds to be able to award the project to the low bidder. Hurricane City has worked with this company in the past on successful projects.

It is recommended that the project be awarded to American Pavement Preservation in the amount of $887,186.18. – Arthur LeBaron

11. Hurricane City budgets restricted funds each year for pavement management. Public works has identified streets that should be chip sealed in accordance with the City pavement management plan. Six contractors responded to the City's advertisement for bids.

    Interstate Rock Products submitted the low bid of $191,188.88. The City's engineer's estimate was $204,919.47. The high bid was $298,434.70. The City has the funds to be able to award the project to the low bidder. Hurricane City has worked with this company in the past on successful projects.

    It is recommended that the project be awarded to interstate Rock Products in the amount of $191,188.88. – Arthur LeBaron

12. Professional Mountain Biker Tyler McCaul has approached the City about improving the bike jump park that is located up at the Spilsbury Sports Complex. There are issues with the current jumps, which have served the City well, but were not built in accordance with a master plan for the area. The City has recently adopted a masterplan for the complex that shifts the bike park to the East and complete rebuild has been proposed in order to be compatible with the new master plan. Mr. McCaul has secured a $20,000 grant from the Bronco Wild Foundation and the City has awarded $25,000 toward this effort for a total project budget of $45,000. Mr. McCaul has engaged with Cody Wilkins from Sensus RAD Trails to design and construct the new jumps within the masterplanned location. Cody has indicated that between the $45,000, donations, and volunteers, he can construct the project.

    The project plans are in accordance with the Parks Department's master plan for the Spilsbury Sports Complex. The contract amount exceeds the $25,000 threshold that requires public bidding. However, due to the specialized nature of the work, it is Staff's finding that it is appropriate to award the project the Sensus RAD Trails because of their unique qualifications.

    Approval of the agreement is recommended. – Arthur LeBaron

13. The Bradshaw Hotel is located at 95 South Main and is one of the most historic structures in Hurricane. The Bradshaw Hotel, which is owned and operated by the City as a museum, is experiencing differential settlement under the foundation of the

northern annex and is in need of repair. The foundation has settled 6" at the northwest corner and 3" beneath the northeast corner. The City applied for a grant from the State Historic Preservation Office and was awarded $20,000 to go toward the foundation repair. This grant requires a 50/50 match, so the City will need to spend $20,000 additional to make full use of the grant. A bid package was advertised and the City received two proposals from qualified foundation repair contractors. Detailed bid proposals are attached. Both contractors examined the project with the City Engineer.

The City received the following bid proposals:
Davenport Foundation Repair $53,785.78
BASEco Sinking Foundation $29,984.00

There are slight differences between the bids, but it is Staff's opinion that the bid from BASEco is the better value.

Additional work will be required after the foundation repair is completed by others to restore concrete, landscaping, and the interior of the building. The City has budgeted funds to match the grant that can go toward these other items. Some of the items will be performed by Public Works crews while others will require work by contractors.

It is recommended that the City award the project to BASEco in the amount of $29,984.00. – Arthur LeBaron

14. Ace Hardware requested the City petition UDOT to allow them to landscape in the UDOT right-of-way. The City Engineer approached UDOT about this and was informed that the City would need to approve a master landscape agreement with UDOT prior to installing additional landscaping in the right-of-way. The agreement allows for a local jurisdiction (Hurricane City) to issue a permit for a property owner to beautify unimproved road right-of-way with landscaping, with certain conditions.

    It is good for the City when property owners desire to install landscaping to add appeal to their property along the State Highways. This agreement provides a framework for UDOT and the City to partner together and with the private sector to manage landscaping in the State right-of-way.

    It is recommended that the City approve the UDOT master landscape agreement. – Arthur LeBaron

15. This policy was put forth by our insurance company for adoption by the City for continued participation in their Safety Incentive Program. - Sel Lovell

16. Discussion regarding the installation of overhead power on private property.

17. Continued training for Municipal Officials

18. Mayor, Council, and staff reports.

19. Closed Meeting upon request.

Minutes of the Hurricane City Council meeting held on February 6, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 4 p.m.

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

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

AGENDA

4:00 p.m. Joint Work Meeting with the Planning Commission

Discussion about the rockfall zone.

Planning Commissioners present: Michelle Smith, Paul Farthing, Mark Sampson, Amy Werrett, and Kelby Iverson

Mayor Billings referenced Kelby Iverson's statement about the desire to preserve agricultural fields, which has led to more development on hillsides—placing homes in rockfall zones. She also mentioned Scott Stratton, who contacted her regarding his subdivision, where he was required to pay approximately $26,000 for a geologist's assessment. He questioned whether such an expense was necessary. Dayton Hall explained that state law allows municipalities to regulate land use and development in floodplains or potential geologic hazard areas. Tyler Knudson, a geologist with the state, stressed the importance of enacting these hazard zone regulations, noting that such hazards have claimed hundreds of lives. His team is among the first responders during emergencies, and through experience, they have found that cities enforcing these ordinances experience fewer incidents. The state provides mapping tools to identify known hazard areas, but it is ultimately up to communities to adopt protective regulations. Addressing geologic hazards proactively is often more cost-effective than attempting to fix problems retroactively. Mayor Billings mentioned that some communities include an indemnification clause on development plats and asked whether such a measure would protect the city. Mr. Knudson responded that they have a model ordinance that has been successfully implemented in other communities. When Mayor Billings inquired about recommendations for developments in rockfall zones, Mr. Knudson explained that a geotechnical engineer typically conducts a site visit to assess risks—examining soil conditions, identifying hazards, and performing test pits if necessary. In some cases, a simple subsection in a soil report may suffice if no hazards are found. These assessments primarily focus on areas directly below cliffs.

DRAFT

Mayor Billings asked whether property owners could indemnify the city in such cases. Mr. Knudson responded that if infrastructure is already in place or the risk is deemed minimal, indemnification might be an option. However, he emphasized the importance of ensuring that potential home buyers are fully aware they are purchasing property in a rockfall hazard zone. Gary Cup noted that guidelines could be adopted for anyone developing in these areas. Mr. Knudson explained that while their maps identify potential hazard zones, a geologist can quickly assess the specific risks through a site visit. He then presented their map, detailing the various hazard zones. In Hurricane, the primary rockfall risk areas include Hurricane Hill, the Virgin River corridor, and the ridge above Dixie Springs—locations that require further review. He also pointed out the presence of two active fault lines in the area, noting that the 1992 earthquake triggered significant rockfalls.

Julie Iverson stated that the area from Toquerville to Moccasin Flats sits on the same fault line, with dozens of homes already built along it. A 2008 study determined that a geologist or geotechnical engineer is required for development in these areas and outlined various mitigation strategies. She mentioned that her family has a rockfall pit behind their home for protection. However, when developing a subdivision, property owners are required to indemnify the city, and the primary concern remains the cost of conducting a geological study. Mayor Billings questioned whether requiring such studies provides new information beyond what is already known. Mr. Knudson explained that the maps are conservative, but the primary concern is development near the cliffs, where lives could be at risk. He has confidence in the methodology they use. Mr. Hall asked how Hurricane's ordinance compares to the state's model ordinance. Mr. Knudson responded that Hurricane's regulations are minimal and suggested looking at Springdale and St. George for guidance on adopting stronger policies. Mayor Billings then asked the Council and Commissioners for their thoughts on requiring a geological engineer only for red-zone areas while allowing a geotechnical engineer for green and yellow zones. Mr. Knudson noted that Springdale and St. George's ordinances focus primarily on high-hazard areas. Councilman Prete questioned how much of the land is actually buildable. Mr. Cupp explained that the sensitive land ordinance dictates where development can occur on slopes. A review of maps for Angel Heights and Rainbow Canyon confirmed they are in a high-hazard zone, though most of the area has already been built out.

Kelby Iverson pointed out that the City already has an ordinance in place. Previously, there was an ordinance that wasn't being enforced, but it was later updated and is now being implemented. He reiterated Mr. Hall's statement from the beginning of the meeting: "The City may adopt an ordinance." While the updated ordinance has changed what developers can do within their subdivisions, they are here because enforcement has begun, but more refinements are needed. However, he argued that additional regulations are unnecessary, as most of the area is already built out, with only 5% left to develop. He stated that citizens primarily want an indemnification clause—nothing more. He also stressed the need for affordable housing and pointed out that more people have died from lightning strikes than rockfalls in Hurricane. In his view, the meeting was veering toward imposing more restrictions than the citizens desire. Mayor Billings responded that the meeting was called because many residents had reached out to her with concerns. She noted that despite significant money being spent on studies, no

DRAFT

actions were taken to mitigate rockfall risks. Mr. Iverson then referenced the Bramall house, located in a rockfall zone but positioned at the highest point in the valley. Mr. Knudson explained that addressing low-risk areas could be as simple as adding a few paragraphs to the regulations. Mr. Hall clarified that under the current City ordinance the City Engineer does not conduct rock fall studies; rather, the City Engineer has the discretion to accept or reject studies submitted to the City by engineers that specialize in that area of practice.

Mayor Billings asked for input from the Council and Commissioners. Councilman Ellerman expressed concern that while indemnifying the City might seem like a solution, the reality is that those who suffer harm will likely sue. He acknowledged that while such incidents may be rare, they are inevitable over time. However, he cautioned against swinging from one extreme to another in policy decisions. Mr. Iverson questioned what would happen to homes that are already built in rockfall zones. Councilman Ellerman acknowledged his point but feels that the issue still needs careful consideration. Councilman Fawcett stated that his priority is protecting residents, particularly those who may not be aware of the risks when purchasing property. While he does not want to halt development or make it prohibitively expensive, he stressed the need for a balanced approach. Kent Clayton shared his personal experience, explaining that he purchased property in a rockfall zone, only to later find that a significant portion of it is now unusable due to an ordinance-created easement. He asked how he could be compensated for the loss of usable land, noting that his research prior to purchasing never indicated the property was in a rockfall zone. Councilman Fawcett responded that while he does not support creating easements that restrict land use, if mitigation measures are necessary to prevent future issues, they should be considered.

Councilman Ellerman clarified that the City does not currently have a review committee, whereas surrounding communities use the same committee for these evaluations. Councilman Prete noted that development is moving closer to high-risk areas and acknowledged that risk is inherent in any location. He stressed the need for balance, stating that while the government should act responsibly, it should also avoid unnecessary interference. He questioned what level of regulation is appropriate and pointed out that since there has not been a rockfall incident in Hurricane, it is unclear how much regulation is truly necessary. Councilman Thomas agreed with Councilman Prete, stating that he does not support additional regulations. Amy Werrett raised concerns about what happens when homes in rockfall zones are sold to new owners. Mayor Billings responded that currently, there are no regulations in place to address this issue. Michelle Smith argued that the remaining areas available for development are hazardous. She warned that if exceptions are made for rockfall zones, similar exceptions may also be expected for floodplain areas. She believes regulations would ultimately protect citizens, builders, and the City. Additionally, she pointed out that while an indemnification clause may protect developers, it would not shield future homeowners from liability. Paul Farthing stated that the City should take responsibility for ensuring safety and enforcing codes. He expressed skepticism about allowing property owners to simply sign indemnification agreements, stating that preventative measures can and should be taken. He noted that when he built his home, a soils report was not required, but now every lot must have one due to past issues. He argued that

DRAFT

just because something was previously done incorrectly does not mean those practices should continue.
Mark Sampson clarified that the review committee used by other cities does not charge fees. Councilman Ellerman added that these committees typically provide recommendations after just one meeting. However, Mr. Sampson expressed concern that creating such a committee in Hurricane could introduce another layer of regulation that developers would have to navigate. Mayor Billings summarized the potential solutions discussed, which included having staff conduct site visits, requiring research by a geologist or geotechnical engineer, implementing a disclosure statement, or forming a committee. Mr. Iverson suggested that if a proposed development does not present a greater risk than what has already been built, it should be allowed to move forward. Mrs. Iverson added that every time a property is sold, buyers should be required to acknowledge and sign a disclosure confirming it is in a rockfall hazard zone. The Council agreed that, at a minimum, an indemnification disclosure should be required.
Scott Stratton voiced frustration, stating that he had already paid for a geological study, and now the requirements were changing again. He felt that the regulations were constantly shifting. Mr. Hall explained that recording a disclosure statement and recording a geological study are two different things. Mayor Billings noted that a geotechnical report is already required, and the disclosure could be incorporated into that report. Councilman Fawcett expressed concern that this approach could spread liability further than necessary. Councilman Ellerman pointed out that homebuyers often do not read all the documentation they receive. He also noted that geotechnical engineers are unlikely to sign a report if it includes a geological study, meaning developers would still need to hire a geologist separately. Mr. Stratton confirmed that this was exactly what had happened in his case. He explained that although he had received preliminary plat approval, the City later refused to sign his construction drawings because his development was located in a red zone. Councilman Ellerman stated that hazard identification and mitigation should occur at the beginning of the development process, not at the construction drawing stage. Mr. Iverson pointed out that Mr. Stratton spent $26,000 on a geological report that ultimately did not change anything—except for restricting how he could use his property. He argued that the most hazardous areas had already been developed.
Mr. Farthing countered by pointing out that a geologist had explicitly stated that some of the land should not be inhabited, and he personally would not choose to live there. Mayor Billings suggested that an indemnification statement attached to the property title could be a viable solution. Councilman Fawcett warned that developers cannot assume buyers fully understand the risks when purchasing property. He had seen cases where people were warned, built homes anyway, and later blamed the City when problems arose. Mayor Billings explained that current City ordinances require a geologist's assessment, but if the ordinance were revised, a geotechnical engineer could potentially be used instead. Mr. Hall concluded by cautioning that, even with an indemnification agreement, the City could still face liability concerns.

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

DRAFT

Larry Palmer reported that since the last meeting they have issued eighteen single family homes, two townhome buildings with seven units, and two commercial buildings.

Ken Richins stated they are busy repairing many water breaks. The two irrigation ponds are almost built out and the piping installation is on schedule. The Goulds Wash and Sky Ranch wells will be bid out on February 13th. The Dixie Springs well will be advertised this Sunday. Mayor Billings stated she is asking for emergency funding for Dixie Springs. She has some legislators working on the problems.

Chief Yates stated they held a pinning ceremony on Monday for promotions within the department. Travis Hall and Justin Gray were promoted to Lieutenant and Jared Barker, Trent Leslie, Omar Torres were promoted to a Sargant. They had a great turnout.

Tiffani Wright mentioned the footings have been poured for the four-court gym. She asked if anyone was interested in being on a committee to decide the floors of the gym. Mayor Billings and Councilman Hirschi will be on the committee. Roger McDonald is donating all the doors and windows for the building. Mayor Billings stated the State of the City will be on April 28th. Mrs. Wright stated the next play is Hunch Back and it starts in April.

Scott Hughes stated he left an invitation to the State Capital for the Council to meet with legislators and other power companies. There are scholarship opportunities for seniors through UAMPS. He reminded the Council about the discussion regarding an overhead power line on Old Hwy 91. They have been talking to the businesses and so far no one has any issues with the overhead line. He confirmed the Council is in favor of him moving forward with the line. He added that the line to Branam Ranch has been purchased.

Darren Barney mentioned they have a mechanic position open. He met with Arthur Lebaron regarding the pickle ball courts. They will get it advertised to get an engineer hired.

Arthur LeBaron stated they have advertised the following projects: pavement maintenance, chip seal and slurry seal, Bradshaw Hotel repairs, and improvements on 1100 West. They have hired an intern that will be documenting the updates to the gym.

Gary Cupp stated he went to the dark sky summit last week. There was a great presentation that he will share at a later date. They are big proponents of protecting the dark sky. He stated our ordinance already requires a lot of their recommendations. The Planning Commission has a large agenda next week.

Fred Resch III reported that the car dealership that has been storing their cars on a residential lot have moved the cars. He will continue to monitor it to ensure it doesn't happen again. A preliminary site plan for park in the PID area was approved. He has been watching what the legislators have been discussing.

DRAFT

Mayor Billings mentioned the fentanyl bill was passed making it a class 1 violation.

6:00 p.m. - **Call to Order** –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer: Olivia Ruesch
Thought: Georgie Holt
Pledge: Ashton Daughterty

Declaration of any conflicts of interest
None declared.

Minutes of the Regular City Council Meeting for January 2, 2025, and January 16, 2025
Clark Fawcett motioned to approve the January 2, 2025 and January 16, 2025 minutes. Seconded by Drew Ellerman. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete abstained.

2024 annual report from Washington County Mosquito Abatement - Sean Amodt
Sean Amodt reported that last year was exceptionally busy for his team, with about 12 people assisting their efforts. They collaborated with the Division of Wildlife Resources (DWR) on willow planting and worked on various projects to reduce mosquito populations. They also received training on cyanobacteria, learning when it becomes a concern. A group of students from Utah State University helped study mosquito breeding sources, while Amodt's team partnered with the Shivwits Band to establish an abatement program. Additionally, they conducted testing in Ivins to assess potential insect issues associated with a future lake. Their work with the State Health Department focused on tick monitoring, confirming that Lyme disease-carrying ticks are present in the area. He noted that an invasive mosquito species recently moved through the region, requiring treatment in about 12 neighborhoods. To aid in mosquito control, they established a memorandum of understanding (MOU) for the use of mosquito fish. They also acquired new equipment to improve efficiency and expanded their education initiatives in partnership with the Department of Natural Resources (DNR).
He had the opportunity to collaborate with the Health Department, writing an article that was distributed countywide. Despite having a small crew, they completed over 2,000 treatments in Hurricane, focusing on areas near Tractor Supply and the Hurricane Fields. Mayor Billings invited Mr. Amodt to write an article for the City newsletter and suggested he host an educational event at the Community Center as part of a STEM initiative. Councilman Thomas inquired about the genetically modified mosquitoes being released in Florida and California. Mr. Amodt explained that this project has been in development for over 15 years. The modifications prevent mosquitoes from reproducing without altering their behavior. The

program has proven effective in reducing mosquito populations in areas where it has been implemented, ultimately lowering the risk of mosquito-borne diseases.

Presentation by Hurricane Youth City Council
Youth Council Leader Cassie Daugherty shared that the group recently had the opportunity to visit the State Capitol for Legislator Day. She played a video highlighting their trip. Ashton Daugherty described the experience as both informative and exciting, noting that he especially enjoyed learning about the Capitol building and how the House of Representatives operates. Olivia Ruesch appreciated the chance to interact with other Youth Councils, while Georgie Holt found it valuable to learn about the various roles within the Senate. Sawyer also enjoyed the trip, mentioning that he was fascinated to discover the tunnels beneath the Capitol and to gain a better understanding of the voting system. Mrs. Daugherty explained that the Youth Council is involved in multiple coalitions in addition to their Council responsibilities. She introduced the program's leaders and emphasized that they conduct assessments to measure what members have learned. She expressed gratitude to the City for recognizing and supporting the youth as the future of the community.

Public Forum – Comments From Public
David Johnson thanked the Council for the opportunity to speak and expressed his concerns about water usage, particularly regarding Jellystone Park. He questioned why the City believed it had the right to provide water to the park. According to Johnson, before construction began, the owner of Jellystone Park was aware that the Water District would not supply water for its water features and had initially planned to provide his own. However, after the park was built, the Health Department required a water source, and when the owner approached the Water District again, they declined to provide water. Instead, the City stepped in and granted access to its water supply, a decision Johnson believes constitutes fraud. He stated that he has filed a case with the state police regarding the matter and questioned why taxpayer water should be used to benefit a private business. With over a billion dollars being spent on a water reuse system to increase the availability of culinary water, he argued that it makes no sense to allocate this resource to Jellystone Park—especially in the midst of a drought.

Mayor Billings explained that the City received water rights from the Washington County Water Conservancy District, which had agreed to provide the water and issued a "will serve" letter. When Jellystone Park's plat was originally submitted, the owner stated they would use their own water. However, neither the City nor the District can selectively deny water service, as it is considered a property right. Mr. Johnson countered that Zach Renstrom claimed he did not want to provide water to Jellystone but was forced to do so by the City and Health Department. Mayor Billings asked the City Attorney Dayton Hall to comment. Mr. Hall stated that while he was not involved as the City Attorney in the original approval process, he had investigated the issue. He confirmed that Jellystone Park had initially represented that it would provide its own water, but this was never formalized in a development agreement or set as a condition of approval. At the time, a water park was a permitted use. Once the park was built, it was

DRAFT

required to meet public park standards to use its own water rights for the water park, which led the owner to instead request a water meter for both the RV park facility and the water park. Because of the City's agreement with the District, Jellystone was required to pay an impact fee to the District before receiving City authorization for a water meter. After the City had received confirmation from the Water District that the District's impact fee had been paid, the City issued a meter to Jellystone. Since then, the City has updated its ordinance to prohibit new water parks, ski lakes, and golf courses. Mayor Billings noted that she had spoken with the owner, who is now working on upgrades to use his own water source. Mr. Johnson maintained that while the owner has the right to use his own water, the City's water is too valuable to be allocated for water rides, and Jellystone should not have been granted access to it.

OLD BUSINESS

1. Consideration and possible approval of an amended and extended reimbursement agreement with Mellon Valley, L.C. and Elim Valley Planning and Development, LLC

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "On January 16th, 2025, the Council voted to extend by 24 months the reimbursement agreement for Elim Valley. The draft agreement in the packet is consistent with the vote and direction given by the Council at that meeting. The key terms of the Amended and Extended Reimbursement Agreement are as follows: (1) The remaining 173 road impact fee vouchers may be used within the next 24 months; (2) Each voucher may be used to offset the road impact for one residential unit—the current impact fee for one residential unit is $2,294; and (3) If the road impact fee goes up, the developer is required to pay the increased amount, but if the fee goes down, there is no credit, offset, or carryover."

David Hirschi motioned to approve the amended and extended reimbursement agreement. Seconded by Kevin Thomas. Drew Ellerman recommended having the expiration date from the night it was originally approved not from tonight. Motion was not amended to include the recommendation. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Joseph Prete voting aye. Drew Ellerman voted nay.

NEW BUSINESS

1. Public Hearing to take comments on the following:

a. Proposed amendments to the 2024-2025 Fiscal Year Budget

Clark Fawcett motioned to go into a public hearing. Seconded by Kevin Thomas. Motion carried unanimously.

No comments.

DRAFT

Kevin Thomas motioned to go out of public hearing. Seconded by Drew Ellerman. Motion carried unanimously.

2. Consideration and possible approval of Resolution 2025-13 approving & adopting amendments to the 2024-2025 budget - Paige Chapman

Paige Chapman explained that these are standard budget amendments. She noted that the first section covers revenues, while the lower section details expenditure adjustments. Interest earnings have been strong, and both dance and art programs are performing well. She also mentioned that grant amounts remain uncertain until they are officially received. One notable expenditure was pool repairs. Councilman Fawcett inquired about the 600 North trail project. Mrs. Chapman clarified that while the project was expected to be completed last year, it carried over into the current fiscal year, requiring payment from this year's budget.

Kevin Thomas motioned to approve Resolution 2025-13 approving and adopting amendments to the 2024-2025 budget. Seconded by Clark Fawcett. Motion carried unanimously by a roll call vote.

3. Consideration and possible approval of updates to the Hurricane City Airport Rules and Regulations and the Minimum Standards for Commercial Aeronautical Activities

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "Introduction. This agenda item is a proposal to update the Hurricane City Airport (1) Rules and Regulations and (2) Minimum Standards for Commercial Aeronautical Activities. These standards were last updated in 2009. The proposed updates are the result of discussions by the Airport Board and contributions by Board members and an informal sub-committee. The proposed updates were recommended unanimously by the Airport Board on January 21, 2025. Summary of Updates -The agenda packet for this item includes a redlined version of the proposed amendments that shows each revision, as well as a 'clean' copy that incorporates the proposed amendments. The Council is encouraged to review the proposed amendments within the packet. A summary of the key revisions for each document is below:

- Rules and Regulations:
  - The process to obtain a business license to conduct commercial activity at the airport is changed and clarified. After review by the Airport Manager, complete applications for a business license will be forwarded to the City's business licensing officer and issued in the normal course. Business licenses for airport businesses will no longer be approved by the City Council. However, the requirement for a commercial lease approved by the City Council is still a requirement to conduct Commercial Activity at the Airport. In other words, the City Council's approval of a commercial hangar for a commercial use constitutes the City's approval for that type of business if the other requirements are met.

- Except for the Airport Manager, residential occupancy of a hangar is prohibited.
- The City is expressly permitted to conduct inspections of hangars.
- The City's Noise Abatement Procedures, which were previously adopted by the Council in an independent document, are incorporated into the Rules and Regulation.
- Many technical and grammatical changes are proposed.

- Minimum Standards for Commercial Aeronautical Activities:
  - The process to apply for approval of a commercial aeronautical activity is simplified and clarified. The process is made consistent with the business licensing requirements as described in the Rules and Regulations.
  - Revisions to the different requirements for specific types of commercial activities are proposed."

Dayton Hall clarified his summary only covers key highlights, not all the proposed changes. Mayor Billings mentioned there are a lot of flight instructors that are wanting to get a license, so she wants the Council to be aware of the change. Mr. Hall stated it was changed to allow them if they can sublease a hangar. Multiple subleases are allowed on a hangar if the approved lease allows it. Another proposed change under flight instruction is that it now requires adequate office space instead of specifying the square footage. Councilman Prete thinks that is problematic as it allows it to mushroom without oversight. Mayor Billings stated it is regulated by the Airport Manager. Councilman Prete pointed out the manager might have different views than the Council. We could end up with a lot of flight instructors. Dave Houston stated they might have a lot start up but it is hard to make it go. There isn't that much interest. Councilman Fawcett stated this was discussed thoroughly with the Airport Board and their biggest concern is they wanted to be consistent with the standards. Councilman Ellerman would rather put a maximum number of airflight schools at the airport. Mr. Houston stated that it may be against the FAA grant assurances. Councilman Ellerman stated it becomes a safety issue. Mr. Hall stated the grant assurances limit what the City can do but the City maintains some discretion to pass regulations in the interest of safety and providing opportunities to a variety of different commercial uses. Councilman Fawcett suggested putting a cap and then if it reaches that then the airport board or Council has to weigh in. Councilman Ellerman stated they need to limit it now because it is too hard in the future. Mayor Billings suggested continuing the item so staff can check into the FAA grant assurances, as she believes restricting the number of similar businesses may not be legally enforceable.

Kevin Thomas motioned to approve the updates to the Hurricane City Airport Rules and Regulations and the Minimum Standards. Motion died for lack of second.

Joseph Prete motioned to continue the discussion to the next meeting. Cindy Beteag suggested limiting the leases so they can only sublease to a certain amount. Steve Nation explained that instructors have to have space to do briefing and parking. The number of planes that can be

parked is limited. It will limit itself. Seconded by Drew Ellerman. Motion carried with Clark Fawcett, Drew Ellerman, and Joseph Prete voting aye. Kevin Thomas and David Hirschi voted nay.

4. Consideration and possible approval of Resolution 2025-14 approving the Interlocal Agreement for Election Services with Washington County - Cindy Beteag

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "In preparation for the 2025 municipal elections, Washington County has provided the cities and towns within the County with two alternative contracts for election services. One is for full election services, and the other is for limited election services. The full service agreement is consistent with how the County has conducted elections in the past. The County will assume responsibility for the election, with the City Council acting as the Board of Canvassers. The County's expenses will be passed on to the City. The limited service agreement is substantially different from the procedures that have been followed in the past, with the City taking possession of the ballots after signature verification and removing the ballots from the County's property. The County would not assist or have any involvement from the time the City takes possession of the ballots, so the City would be solely responsible to transport, secure, tally, and store the ballots in the manner and following the process required by the Utah Code. Also, under this agreement, voters at the County voting locations will have to vote by provisional ballots to ensure those municipal ballots are not inserted into the County's tabulating machine. The City would still reimburse the County for its costs to print, mail, and process the ballots for signature verification. Staff has the same concerns and reservations with the limited service agreement as were expressed when these discussions occurred in the last municipal election. Assuming possession of the ballots and responsibility for the election midway through the process will increase the risk of legal claims against the City that the ballot transition or vote counting was flawed. Allowing the County to assume the responsibility and liability of the election process from the beginning to the end is the legally prudent method to handle the municipal election. Also, the limited-service agreement will require a substantial investment of time by the City Attorney and the City Recorder to become experts in election law and to ensure that all of the legal and technical requirements of the election process are met. Staff recommends that the Council approve the full-service agreement with the County for election services."

Mayor Billings recalled that during the last election canvassing, errors were discovered. She noted that the City has the option to manage the process independently. Councilman Fawcett expressed concerns about splitting responsibilities, as it would no longer fall under a single entity's oversight. Cindy Beteag added that new laws require continuous recording of ballot areas, meaning the City would need to invest in additional equipment if it chose to handle elections internally. Councilman Ellerman clarified that his concerns lie with the election process leading up to the count, rather than the actual ballot counting. Mayor Billings mentioned that her husband had previously overseen an election, successfully counting

DRAFT

thousands of ballots in a short time. Councilman Prete cautioned that if the City assumes election duties for a few years, the County might not allow them to revert back in the future. Councilman Fawcett pointed out that transferring ballots between multiple entities could create additional challenges. Councilman Thomas advocated for hand-counting ballots, arguing that electronic systems could be manipulated by a programmer and lack sufficient auditability. He cited an instance in the last election where a ballot with a missing signature was counted due to human oversight. Councilman Ellerman countered that such issues stem from human error and increasing manual processes could lead to even more mistakes.

Kevin Thomas motioned to approve Resolution 2025-14 approving the limited Interlocal Agreement for Election Service. Seconded by David Hirschi. Motion failed with David Hirschi and Kevin Thomas voting aye. Joseph Prete, Drew Ellerman, and Clark Fawcett voting nay.

Clark Fawcett motioned to approve Resolution 2025-14 approving the full service Interlocal Agreement for Election Services. Seconded by Joseph Prete. Motion carried with Joseph Prete, Drew Ellerman, and Clark Fawcett voting aye. David Hirschi and Kevin Thomas voted nay.

5. Consideration and possible approval of Ordinance ZC24-06 and PSP24-09 a Zone Change Amendment and a Preliminary Site Plan request located approximately 5210 W 2250 S from A-5 (Agricultural, one unit per 5 acres) to RR (Recreation Resort). Parcel numbers H-4138-A, H-4138-G, and H-4-2-15-112. Chris Wyler, Applicant; CivilScience, Agent.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. “The applicant requests approval to rezone and add approximately 3.37 acres to the existing Pecan Valley Resort. The current zoning of the 3.37 acres is Agricultural A-5 and it is proposed they be rezoned to Recreation Resort. The request includes a site plan with additional parking spaces to support nearby clubhouses and amenities, the construction of pickleball courts, and the construction of 17 housing units. The Planning Commission heard this item on January 23, 2025, and unanimously recommended approval upon condition that it will not increase the current number of already approved Recreation Resort units within the overall Pecan Valley development, and that the development agreement for Pecan Valley Resort be updated to include the additional acreage. The applicant has agreed that the 17 proposed units will be a density transfer to the new site and will not increase the existing unit count for the overall resort. Findings: The application meets the standards of the General Plan Map in that the action would bring the zoning of the subject property into consistency with the general plan, but it does not meet policies in the Moderate Income Housing Plan. Generally, the proposal is harmonious with the surrounding uses to the north, south, and east. The proposed amendment will have an impact on the area; however, the impact could be considered minimal in light of the overall Recreation Resort development that has already been approved around the subject property. Services are currently adequate to serve the property. The application does not meet some of the requirements of rezoning a property to Recreation Resort; specifically, the overall development will be larger than the recommended 20 acres and the

property is not located adjacent to a master planned road. The Preliminary Site Plan provided is acceptable for the zone change application. Recommendation: Staff recommends approval. While the zone change may not meet all the considerations for rezoning to the Recreation Resort designation, the proposal does establish consistency with the general plan by eliminating a small island of inconsistent zoning. And even though the Pecan Valley Resort has already exceeded the 20-acre maximum area recommended by City ordinance for a Recreation Resort zone, the addition of 3.37 acres to the Pecan Valley Resort would be a negligible increase that would eliminate a small portion of agriculturally zoned land that would likely never be used for agricultural purposes and align the site with the general plan. The property is almost an island of agriculturally zoned land bounded on three sides by the Pecan Valley Resort; therefore, staff recommends approval of the requested zone change subject to the condition that it will not increase the current number of already approved Recreation Resort units within the overall Pecan Valley development, and that the development agreement also be updated to include the additional acreage.

Alternatively, the City Council could reasonably deny the application, since the zone change does not meet all the conditions for rezoning to the Recreation Resort designation in that it: exceeds the recommended 20 acres for Recreation Resort developments; is not consistent with the existing development agreement; is not located adjacent to major collectors, minor arterials, or major arterial roads; does not add significant commercial viability to the area nor does it provide commercial amenities; and would result in the loss of agricultural lands."

Chris Wyler stated he gave up some units for this parking. They would like to put in some commercial aspects with this area. This will add about 100 parking spaces. Councilman Prete clarified staff recommended approval but gave the Council the reasons for denial should they choose to do so. Gary Cupp explained they need adequate roads to accommodate the number of people that could go there. Councilman Thomas stated this does not increase the density. Mr. Cupp thinks it is a good idea. It doesn't meet the size requirements for the current zoning, and it is surrounded by the resort. Councilman Prete clarified the resort is about 70 acres. Dayton Hall asked if the Council wants to approve this do they want to see the amended development agreement. Council is comfortable with him changing it and recording it. Councilman Ellerman confirmed the Stratton piece not a part of it.

Kevin Thomas motioned to approve Ordinance ZC24-06 and PSP24-09 a Zone Change Amendment and a preliminary site plan subject to the staff and JUC comments. The development agreement must be recorded before building permits are issued. Dayton Hall, City Attorney, will make the modification to the agreement as discussed. Approval is based on this change cleans up the problems and all utilities are available. Seconded by Joseph Prete. Motion carried unanimously.

6. Consideration and possible approval of Resolution 2025-16 amending the rental fee for the Fine Arts Building - Tiffani Wright

Mayor Billings read the following summary written by Tiffani Wright that was provided in the packet. “The current rate for use of the Theater is $100 per hour with a cap of $400. We have not had any written hours of rental times and would like to get those defined. We currently require a $100 cleaning deposit for rentals that happen outside our regular business hours at the Community Center. So all weekend rentals we take a deposit for but we have not been doing the same for the FA building. I am asking for the following changes: That the rental rate for the Fine Arts building be updated to $100 per hour, with no cap on the number of hours requested for rental, and the hourly rate will apply for all hours of use. That a $100 cleaning deposit will be required for all rentals of the Fine Arts building. This deposit will be fully refundable upon the satisfactory inspection of the facility after the rental. That the Fine Arts building will be available for rental between the hours of 8:00 AM and 10:00 PM. That this new rate structure shall take effect July 1, 2025.

Tiffani Wright explained they are trying to streamline and keep everything in the same structure.

Kevin Thomas motioned to approve Resolution 2025-16 amending the rental fee for the Fine Arts Building. Seconded by Clark Fawcett. Motion carried unanimously by a roll call vote.

Mayor took item 8 out of order and addressed it next. These minutes are in the order of the agenda.

7. Consideration and possible approval of Ordinance 2025-02 amending Title 7, Chapter 5 regarding regulations of the Hurricane City Cemetery - Cindy Beteag

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “In 2017, the City Council adopted a resolution limiting the number of cemetery plots a resident could purchase at the residential rate. Staff has now proposed incorporating this limitation into the ordinance to make it more accessible and easier to locate. Last year, the Council also discussed how to define a "resident," and a clear definition has been added to the ordinance for clarity. While updating the chapter, staff reviewed it for other necessary revisions. All changes are highlighted in red. Key updates include: Changing the term "lot" to "plot" for consistency. Updating the authorized signers of certificates to align with current practices. Revising the allowable materials for vault construction. Removing the section that allows a portion of the cemetery to be contracted with religious and fraternal organizations. This section was removed because the term "reasonable portion" was not clearly defined. However, if the Council wishes to retain this section, it will need to define what constitutes a "reasonable portion," as a group has expressed interest in purchasing approximately 50 plots. Updating regulations on monument sizes. These changes aim to clarify and modernize the ordinance for better implementation and understanding.”

DRAFT

Mayor Billings read the proposed changes regarding monument size. Cindy Beteag noted that staff would like to refine the definition of "resident," suggesting voter registration as the primary criterion for residency and, for those not registered to vote, requiring proof of a valid Hurricane address. Councilman Prete questioned whether allowing six plots per person was excessive and recommended reducing the number, with an option for larger families to apply for an exception. However, Councilman Fawcett pointed out that this policy has been in place since 2017 without any reported abuse. Darren Barney explained that updates to the ordinance include revising language on vault materials to allow for alternative durable options, adjusting monument size to avoid the need for cutting, and changing the term "lots" to "plots" for consistency. Councilman Prete sought clarification on perpetual care fees, and Kaden DeMille confirmed that while individuals purchase burial rights to a plot, the City retains ownership of the land itself. After discussing potential changes, the Council agreed to maintain the six-plot allowance and supported refining the definition of "resident." Dayton Hall recommended defining residency through voter registration or alternative documentation proving current residence within Hurricane City limits.

Clark Fawcett motioned to approve Ordinance 2025-02 amending Title 7, Chapter 5 regarding regulations of the Hurricane City Cemetery with the updated definition for a resident as stated by Mr. Hall. Seconded by Kevin Thomas. Motion carried unanimously.

8. Consideration and possible approval of Resolution 2025-15 approving a Memorandum of Understanding (MOU) for the construction of SR-7 Exit 19 Interchange and Sand Hollow State Park Entrance - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron provided in the packet. “Hurricane City has partnered with Utah State Parks, UDOT, and WCWCD to construct an entry into Sand Hollow State Park at the 3200 West interchange on SR-7. At the request of Utah State Parks, Hurricane City has agreed to manage the design and construction of this project, which will include the design and construction of the exit and entrance ramps for westbound traffic on SR-7, 3200 West Street, a new State Park entrance station and parking area, and associated utilities. A memorandum of understanding has been drafted by the Hurricane City Attorney and circulated amongst the stakeholders for review and is now ready for approval by each respective board. The proposed MOU has been proposed by Hurricane City and all edits are acceptable to staff. It is recommended for approval.”

Arthur LeBaron reported that State Parks indicated they might need to use some Division of Facilities Construction and Management (DFCM) resources for certain facilities, which could reduce some of the City’s responsibilities. However, he does not anticipate this affecting the Memorandum of Understanding (MOU). He received minimal feedback on the MOU but noted that if other parties propose edits, it may return to the Council for review. He stated that this project is highly beneficial for the City, particularly in alleviating congestion on Sand Hollow Road and at the tunnel. Mayor Billings added that event organizers in the area have expressed

enthusiasm for the improvements. Mr. LeBaron agreed, highlighting that the project will enhance accessibility for everyone. He stated he has a concept plan he can share with the Council. Councilman Ellerman confirmed the inclusion of a ranger station. Mayor Billings outlined the financial and logistical contributions from various entities: UDOT is handling the lane improvements, the Conservancy District is providing property but not funding, State Parks will finance the ramps, $2 million is coming from a grant, and the City's primary contribution is Mr. LeBaron's time overseeing the project.

Kevin Thomas motioned to approve Resolution 2025-15 approving a Memorandum of Understanding for the construction of SR-7 Exit 19 Interchange and Sand Hollow State Park Entrance. Seconded by David Hirschi. Motion carried unanimously.

Councilman Thomas asked what the structures are on the beach. Candace Smith with Sand Hollow State Park explained they are cottages that are rented for overnight stays. One is ADA compliant, and one is not. Councilman Thomas stated it doesn't seem right to have the State Park own short term rentals. They are not permitted by anyone else. Mrs. Smith stated they are considered a cottage not a vacation rental. Jon Allred added they are rented like a trailer they are not on permeant foundation. They do have an RV pad on the side. Councilman Thomas stated he would like to see them removed. Mr. Allred stated he doesn't know if there are plans to expand them but they are used at other State Parks. It is the new State Park cabins/cottages that are being used.

9. Consideration and possible approval of awarding a contract for the 1100 West Widening Project - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. "We had a bid opening for the project on Wednesday, February 5th. The low bid is ACAD, at $699,704.65. We received 6 bids, with the high coming in at $975,174.50. The scope of the project includes items that the City committed to in purchase contracts for right-of-way acquisition last year. These items include relocation of fences, irrigation connections, and water services. It also includes placing fill, roadbase, chipseal pavement, signing, and striping to provide a total of 40 feet of paved surface. The pavement will be striped to provide a 12-foot travel lane in each direction, a 5-foot shoulder on the East side and an 11-foot shoulder on the West side. Originally we had requested the commit $400,000 for this project. Realizing that the low bid is much higher than the amount previously approved, we have had a discussion with administration about how we can finance the project. Kaden has indicated that we have the funds to move forward with the project. We discussed how this could affect other projects that are pending, such as 1400 West, 650 South, and 100 South. With current cash on hand and projected revenues we are still in a good position to be able to deliver all of these projects as we get them ready for construction. It is the recommendation of the Staff to commit the funds necessary to award the project to ACAD at $699,704.65."

DRAFT

Arthur LeBaron stated he really feels like with all the development in the area these improvements are needed. It will be nice to have the larger shoulder for bikes and pedestrians. Councilman Prete asked about extending north of 2300 South. He stated there are safety concerns around that corner. Mr. LeBaron stated they could look at extending it to 920 West, but it would be some additional funds. He added that the contractor handling the work is the same one building the roads in Copper Rock, and they are a reputable company.

Joseph Prete motioned to award the bid to ACAD in the amount of $699,704.65. Seconded by David Hirschi. Motion carried unanimously by a roll call vote.

10. Consideration and possible approval of Resolution 2025-17 Appointing a representative and alternates to the UAMPS Board of Directors - Scott Hughes

Mayor Billings read the following summary written by Crystal Wright that was provided in the packet. "Our UAMPS Representative is already set up with Scott Hughes as the representative and Brian Anderson as the alternate. This Resolution will just add Michael Ramirez as an additional available alternate."

Scott Hughes explained they are going to shift a little and have Mike Ramirez go as the first alternate so he can learn before Brian Anderson retires.

David Hirschi motioned to approve Resolution 2025-17 appointing a representative and alternate to the UAMPS Board of Directors. Seconded by Joseph Prete. Motion carried unanimously.

11. Consideration and possible approval of a Declaration of Covenants, Conditions and Restrictions between Hurricane City, Western Mortgage & Realty Company, and the Gateway at Sand Hollow Master Association

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "To provide for the maintenance and upkeep of landscaping along roadways within the Gateway PID area and within roundabouts, a set of CC&Rs for the Gateway at Sand Hollow Master Association have been drafted. The CC&Rs provide that the Association will provide the maintenance of the landscaping, even though most of the area to be maintained has been dedicated to the City. The intent is to ensure that the roundabouts and roadways, including the privately owned areas between the sidewalks and the privacy walls, are maintained. The City's signature is required on the CC&Rs because the City will grant the Association access and permission to maintain landscaping within the public right-of-way. There are also indemnify provisions between the Association and the City. The proposed CC&Rs are the product of coordination and negotiation between Western Mortgage, the Association's attorneys, and the City. The City Attorney approves the contract as to form."

DRAFT

Mayor Billings stated there have been discussions about the roundabout but the City will own it so they will still come for final approval of what will be in it. Councilman Prete confirmed if a repair is needed, we will still have access to fit. Dayton Hall explained will just grant them a nonexclusive access to the landscaping. There is a landscaping area along the roads, but the owners will be on the other side of the privacy fence, so they won't take care of them. The PID wants to make sure it is maintained. There will be a master association that will oversee the entire PID area. Councilman Prete pointed out this area will have higher taxes and an HOA fee. Drew Ellerman motioned to approve the Declaration of Covenants, Conditions and Restrictions between Hurricane City, Western Mortgage & Realty Company, and the Gateway at Sand Hollow Master Association. Seconded by Joseph Prete. Motion carried unanimously by a roll call vote.

12. Continued training for Municipal Officials

Played video from State Auditor's Office regarding GRAMA.

13. Mayor, Council, and staff reports

Councilman Prete stated he attended the pinning ceremony for the police department, and it was very well attended. Moral is very high in the department.

Councilman Ellerman attended the Fire District meeting, and our ISO rating has increased so our grading is better. Mayor Billings mentioned she met with representative Ellison and the sales tax hasn't been voted on yet, but it will be next week. It is specific to Washington County. The way it is written is at a half of a percent. If the County Commissioners adopt the sales tax at more than 1/3 it has to go to the public to vote. Councilman Fawcett stated he would like to see combination of sales tax and property tax. He would like to see the increase taken back and some of the sales tax. Mayor Billings stated she doesn't know if they will take away the 52% increase. Councilman Ellerman stated they want to come back and take that full amount out if the sales tax is approved.

Councilman Fawcett attended a District meeting, and they had graphs on the snowpacks and how they look throughout the year. They are the lowest they ever have been.

Mayor Billings stated the drought survey for the Water District needs to be completed. She is considering writing an ordinance and wants the Council's thoughts. She would like to propose term limits for Council and Mayor positions of two terms. Representative Ellison stated there are term limits and then you have to rerun. She stated that is correct, but incumbents have the advantage. She knows she could get enough signatures to get it on a ballot initiative. Councilman Hirschi stated he likes it. It would set an example for other communities. Mayor Billings thinks it is a better idea to put it to a vote so future councils can't change it. Councilman Fawcett stated he doesn't think it has been an issue on the City level but could be

an example for others. He doesn't see it as a necessity. Councilman Thomas wishes the senate and house were four years. He doesn't think incumbents have the advantage. He learned a lot his first term and would hate to see it turned over all the time. He doesn't think two terms is necessary to limit it to. There is too much value in experience. He is not opposed to three terms but two might be too short. Councilman Ellerman stated not all councils are great ones, so he can see both sides. Councilman Prete stated there is value in experience, but it is good to get fresh ideas. He likes the idea of the limit but doesn't know if two is the answer. Possibly three terms would be better. Mayor Billings thinks it will have to come through the community, so it is a ballot initiative. Dayton Hall stated they could do it by ordinance, but the next council could change it right back. He explained the process for a ballot initiative.

Kaden DeMille stated the 4th of July quickly approaching. He confirmed the Council is comfortable with the show from last year.

14. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request
Kevin Thomas motioned to go into closed to discuss real property at 9:32 p.m. Seconded by Drew Ellerman. Motion carried unanimously.

Adjournment: Kevin Thomas motioned to go out of closed session and adjourn the meeting at 10:08 p.m. Seconded by Joseph Prete. Motion carried unanimously.

DRAFT

STAFF REPORT FOR CITY COUNCIL MEETING AGENDA ITEM

TO: Hurricane City Council
FROM: Dayton Hall, City Attorney
DATE: February 6, 2025
RE: Consideration and possible approval of updates to the Hurricane City Airport Rules and Regulations and the Minimum Standards for Commercial Aeronautical Activities

---

Update for Council Meeting 2/20/25

This item was discussed by the Council on February 6, 2025, and the Council expressed various reservations regarding the amendments to the minimum standards for flight instruction in the Minimum Standards for Commercial Aeronautical Activities. There was not a consensus by the Council on how to revise the proposed language. In an attempt to capture the Council's desires, the following proposed changes have been incorporated into the Minimum Standards: (1) the existing requirement for 140 square feet of office space remains the same; (2) the flight instructor must provide or lease additional space for instruction, classroom training activities, and restroom facilities; and (3) the provision that space may be common with other users in the facility remains the same. -Dayton Hall, City Attorney.

I. Introduction

This agenda item is a proposal to update the Hurricane City Airport (1) Rules and Regulations and (2) Minimum Standards for Commercial Aeronautical Activities. These standards were last updated in 2009. The proposed updates are the result of discussions by the Airport Board and contributions by Board members and an informal sub-committee. The proposed updates were recommended unanimously by the Airport Board on January 21, 2025.

II. Summary of Updates

The agenda packet for this item includes a redlined version of the proposed amendments that shows each revision, as well as a 'clean' copy that incorporates the proposed amendments. The Council is encouraged to review the proposed amendments within the packet. A summary of the key revisions for each document is below:

A. Rules and Regulations:

- The process to obtain a business license to conduct commercial activity at the airport is changed and clarified. After review by the Airport Manager, complete applications for a business license will be forwarded to the City's

business licensing officer and issued in the normal course. Business licenses for airport businesses will no longer be approved by the City Council. However, the requirement for a commercial lease approved by the City Council is still a requirement to conduct Commercial Activity at the Airport. In other words, the City Council's approval of a commercial hangar for a commercial use constitutes the City's approval for that type of business if the other requirements are met.

- Except for the Airport Manager, residential occupancy of a hangar is prohibited.
- The City is expressly permitted to conduct inspections of hangars.
- The City's Noise Abatement Procedures, which were previously adopted by the Council in an independent document, are incorporated into the Rules and Regulation.
- Many technical and grammatical changes are proposed.

B. Minimum Standards for Commercial Aeronautical Activities:

- The process to apply for approval of a commercial aeronautical activity is simplified and clarified. The process is made consistent with the business licensing requirements as described in the Rules and Regulations.
- Revisions to the different requirements for specific types of commercial activities are proposed.

Hurricane City Municipal Airport
Hurricane, Utah

Rules and Regulations

Adopted and Approved
~~December 17, 2009~~[
date of approval]
Hurricane City Council

Table of Contents

Commented [DH1]: Update

Table of Contents 2

Introduction 4

Purpose 4

Definitions 5

Airport Manager 8

Permission to Use Airport Conditional 8

Approval of Aviation Operations 8

Rules and Regulations 9

A. Compliance w/ State and Other Regulations 9
B. Vehicle Operations 9
C. Security 10
D. Aircraft Operations 12
E. Aircraft Parking 13
F. Vehicle Parking 14
G. Safety Prohibitions 14
H. Accidents / Incidents 16
I. Nuisances 16
J. Pedestrians 17
K. Rules and Regulations Availability 17
L. Refuse 17
M. Construction 17
N. Special Events 18
O. Noise Sensitive Areas 18

Self Services	18
Revenue Producing Commercial Activities	18
Storage and Maintenance	18
Structure Design	19
Commercial Standards	20
Enforcement / Appeal	20

PURPOSE

These Rules and Regulations, hereafter referred to as "regulations", have been adopted by the Hurricane City Council and approved through *resolution* by this council. These regulations are designed to establish the structure necessary to ensure the continued viability and safety of the airport for its users and for the citizens of Hurricane.

These Standards are intended to be reasonable, non-arbitrary and non-discriminatory. These standards apply equally to everyone using the airport and shall be observed, abided by, and obeyed.

All aeronautical activities, operations, piloting of aircraft, business, and other activities at the airport shall be conducted in accordance with these rules and regulations, ~~and~~ Hurricane City's Minimum Standards for Commercial Aeronautical Activities, other Hurricane City Codes, Federal Aviation Administration, Utah Department of Transportation, and National Fire Prevention Association ~~FAA, UDOT and NFPA~~ standards as appropriate.

DEFINITIONS

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

ACCIDENT - An occurrence associated with the operation of an aircraft which any person suffers death or serious injury or in which the aircraft receives substantial damage. ~~takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or *serious injury* or in which the aircraft receives *substantial damage*.~~

AERIAL APPLICATIONS - The business of making aerial applications of fire retardants, fertilizers, pesticides, seeding or other dusts or sprays.

AGL – refers to actual altitude above average elevation of terrain or "above ground level".

AIR SALES OPERATOR - A person, firm or corporation engaged in the business of buying, selling and exchanging new or used aircraft.

AIR TAXI OPERATOR - A person, firm or corporation engaged directly in air transportation of passengers and/or property subject to the provisions of FAR Part 119 and FAR part 135 of the federal aviation regulations and holding any required certification from the Federal Aviation Administration the state of Utah.

AIRCRAFT - Any device used or intended to be used for flight in the air, including, but not limited to, airplanes, ultralights, balloons, and gliders of all types.

AIRCRAFT HANGAR – A building on the airport with the primary purpose of storing an aircraft. ~~An office, restroom, or similar facility may be contained within a hangar, but not to such extent that an aircraft cannot then be stored within the hangar. Residential occupancy of a hangar by any person(s) is prohibited with the exception of the Airport Manager. Incidental storage within a hangar is authorized but the aircraft stored within must be readily available for flight, or if being constructed, must be under active construction.~~

AIRCRAFT RADIO - Instrument, Propeller and Accessories Shop - A person, firm or corporation engaged in FAA approved aircraft, radio, and instrumentation or propeller business, including sales, service, repair, exchange and installation of new and/or used aircraft radio equipment, instruments or propellers and parts.

AIRPORT - All ~~city~~ City owned or leased real or personal property comprising the Hurricane City Municipal~~airport~~ Airport as now existing or as the same may hereafter be expanded and developed.

AIRPORT BUILDING STANDARDS – The Hurricane City Airport Minimum Building Standards as adopted and amended from time to time.

AIRPORT MANAGER - The duly appointed manager of the Hurricane City Airport or his/her designee.

AIRPORT MINIMUM STANDARDS – The Hurricane City Airport Minimum Standards for Commercial Aeronautical Services, as adopted and amended from time to time.

AOA - Airport Operations Area

BASED AIRCRAFT – Any aircraft habitually parked or stored on the airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported onto the airport and assembled and flown from the airport.

CITY – ~~the City of Hurricane~~Hurricane City.

CITY COUNCIL – The governing body of the municipality which owns the Airport and~~,~~ is the final authority in all matters of policy.

COMMERCIAL ACTIVITY - The conduct of any aspect of a business or concession on the airport for revenue, whether intended to be profit producing or nonprofit.

CONTROLLED ACCESS AREA - All areas of the airport enclosed by fence or other barrier and to which vehicular access may be obtained only through electronically activated gates.

FAA – The Federal Aviation Administration or duly designated representative thereof.

FIXED BASE OPERATOR (FBO) - A person, firm or corporation subject to the provisions of a lease engaging in the delivery of fuel and oil products into aircraft, in addition to ~~any number~~ at least two of the following services:

- The sales, service, exchange, renting or leasing of new and used aircraft, and/or aircraft parts, accessories and hardware;
- The repair, overhaul, maintenance and modification of general aviation aircraft and/or aircraft equipment ~~using FAA certified mechanic(s) or under the provisions of an FAA approved Part 145 repair station; under the provisions of an FAA approved maintenance station~~;
- The conduct of FAA approved pilot flight and ground school training under the provisions of FAR Part 61 or FAR Part 141; ~~and~~
- Charter flight services which may include aerial photography, advertising, map making and aerial application ~~crop dusting~~ services.

FLIGHT SCHOOL OPERATOR - A person, firm or corporation engaged in an FAA approved pilot flight training school under the provisions of FAR Part 61 or FAR Part 141, limited to dual and solo flight training in fixed and/or rotary wing aircraft and such related ground school instruction as is necessary to prepare a student pilot to take a written examination and practical test for pilot certificate or appropriate aircraft rating ~~flight check ride for a pilot's license or appropriate aircraft rating~~ from the FAA.

FUEL HANDLING - The transportation, delivery, fueling and draining of fuel or fuel waste products.

FUEL STORAGE AREA - Any portion of the airport designated temporarily or permanently by the Airport Manager as areas in which AvGas or any type of fuel may be stored or loaded.

GENERAL AVIATION SPECIALTY SHOPS - Aircraft Maintenance: A person, firm or corporation engaged in the business of providing FAA approved routine, normal and preventive maintenance of general aviation aircraft.

LAW ENFORCEMENT OFFICER (LEO) – Any sworn peace officer, City Police, County Sherriff, UHP, or similar law enforcement personnel that may be on the Airport in the line of assigned duty.

MOVEMENT AREA - The runways, taxiways and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, take off and landing of aircraft, exclusive of loading

ramps and aircraft parking areas.

OPERATIONAL AREA - Any place on the airport not leased or designated to anyone for occupancy.

PARK OR PARKING - The standing of an aircraft or vehicle, whether occupied or not.

PUBLIC AREA - Those areas normally used by the general public, including structures and facilities such as roadways, sidewalks and terminal buildings that are maintained and kept at the airport for use by the general public.

SASO – A specialized aeronautical service provider performing less than full FBO services.

SELF-SERVICE – The fueling, washing, servicing, repair, touch-up painting or maintenance of an aircraft performed by the owner or operator of the aircraft by themselves, and using his or her own tools and equipment. Self-Service can not be contracted out to another party. Maintenance, preventive maintenance, repair, alterations, is authorized under Self-Service provided the Self-Service is performed in accordance with FAR FAR Parts 43, 65, 91, or 103 as 43, FAR 65, FAR 91 and FAR 103, appropriate to the aircraft.

SIDA - Security Identification Display Area

THROUGH-the-FENCE OPERATIONS – "Through-the-fence" are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property. activities are prohibited at the Hurricane City Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered through-the-fence operations as long as NO commercial activity takes place.

AIRPORT MANAGER

The City Council may employ a qualified individual to manage, direct, and coordinate the operations and maintenance of the airport in order to ensure compliance with all federal, state and city regulations. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the airport and to oversee all airport operations consistent with these standards. The Airport Manager shall coordinate airport affairs with the Federal Aviation Administration, Utah Department of Transportation Aeronautical Division and other applicable agencies to ensure that the ongoing needs of the airport are met.

PERMISSION TO USE AIRPORT CONDITIONAL

Any permission granted by the ~~city~~City, directly or indirectly, expressed or by implication, to enter upon or use the airport or any part thereof, including, but not limited to, operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at the airport, persons doing business with the airport, its lessee, sub lessee and permit tees, and all other persons whatsoever whether or not of the type indicated, is conditioned upon compliance with this chapter and any rules, regulations or procedures promulgated hereunder; entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with this chapter and such rules, regulations and procedures. The ~~city~~ City reserves the right to deny any or all usage of the airport to any person or persons for cause.

APPROVAL OF AVIATION OPERATIONS

~~Any commercial activities or operations conducted at the airport shall require the approval of the City Council. Any person wishing to commence activities or operations at the airport shall make application for city approval through the Airport Manager. Such application shall state in writing how the applicant will comply with each requirement set forth in the *Airports Minimum Standards for Commercial Aeronautical Activities* policy :and any other applicable provisions of this chapter.~~ Any person wishing to commence commercial activities or operations at the airport shall submit all information and material in accordance with Section II of the Airports Minimum Standards for Commercial Aeronautical Activities as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will ~~turn the package over~~forward the complete materials to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies within ten (10) business days.

The business licensing officer will collect payment from the applicant ~~once they~~

~~have~~upon receipt of a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:

1. Verification of professional license (if applicable).
2. Business name registered with the Department of Commerce.
3. A passed fire inspection is completed.
4. An active sales tax number for the City is provided (if applicable).
5. For any new construction a certificate of occupancy must be issued first.

RULES AND REGULATIONS

The following rules and regulations will govern the conduct of all persons at the airport, whether engaged in aeronautical activities or otherwise:

A. **Compliance with State and Other Regulations**

1. No person shall navigate, land aircraft upon, or conduct any aircraft operations on or from the airport other than in conformity with FAA rules and regulations.

~~2. No person shall drive on any street, parking lot, driveway or frontage road, whether it be inside or outside of the controlled access area, any vehicle which is required under the laws of the state to be inspected and registered unless such vehicle has been inspected and registered and has attached thereto in proper position a valid and unexpired certificate of inspection as required by the laws of the state. Properties around the airport affected by airport operations shall be subject to compliance with all FAA, UDOT and City standards.~~

~~3.~~2. All vehicles operated on airport property within the controlled access area shall be maintained in a safe operating condition in accordance with the Utah Department of Transportation (UDOT) codes and standards. All fuel trucks operating on the airport must meet UDOT standards and adhere to the Uniform Fire Code (UFC), National Fire Protection Agency (NFPA) or any City Fire regulations.

B. Vehicle Operations

1. Only bona fide emergency vehicles, airport maintenance vehicles, and those vehicles belonging to aircraft owners, and/or operators, and hangar owners may be operated on the ramp, taxiway, runway portions of the airport. With the operations of ground vehicles on the taxiway or runway being further restricted to those situations necessary to respond ~~ot~~to an emergency, airport maintenance, or to the positioning of or retrieval of gliders or ultralight aircraft. In all cases the operator of a ground vehicle will give the right of way to all pedestrians and all aircraft taxing, taking off or landing.

2. No vehicles shall ever be parked unattended on the runway, nor shall any vehicle ever be parked unattended on any portion of any taxiway or ramp such as to deny or restrict the free passage of any aircraft to/from any hangar, tiedown or parking spot.

~~3.~~ No motor home, travel trailer, boat trailer, horse trailer, utility trailer, ~~automobile or~~ any other type of powered or unpowered vehicle, ~~(except~~

those trailers specifically designed and constructed to store/transport gliders and ultralight aircraft) shall be stored in the hangar at the airport; provided, however, that the following are permitted except: 1. Trailers specially designed and constructed to store/transport gliders and ultralight aircraft; 2. Mobile refueling equipment used for refueling aircraft by an authorized fuel provider; 3. Trailers and equipment used by airport personnel for airport maintenance activities; 4. Operational automobiles parked in long term parking; 5. City Public Facilities storage. If stored in public view, these items may only be stored in those areas that have been designated by the Airport Manager. at the airport. Glider and ultralight trailers may only be stored outside in those areas that have been designated by the Airport Manager.

4.3. No bicycles, motorbikes, motorcycles, or atv's (all terrainall-terrain vehicles) shall be operated on any portion of the runway, taxiway, or ramp except where such operation is approved by the Airport Manager and is conducted by the owner/operator of any aircraft or the lessee of any hangar at the airport.

5.4. Except for emergency response vehicles and aircraft in the act of taking off or landing, Nno person may operate a motor vehicle on any portion of the airport at a speed greater than 15 MPH, emergency response vehicles, and aircraft in the act of taking off or landing excepted, nor may any person operate any vehicle in a careless or reckless fashion.

6.5. General vehicle parking on the airport will only be in those locations designated by the Airport Manager. Lease holders may park in areas adjacent to their leased facilities, when in the opinion of the Airport Manager, such parking will not create a hazard or conflict with any airport operation or activity. The Airport Manager will have the authority to move, or have moved, at the vehicle owner's expense, any vehicle parked in an inappropriate location.

C. Security:

1. The Airport Manager as well as hangar owners should be aware of those people who are on the airport as visitors. Visitors should be questioned as to the reason for their presence at the airport. The Hurricane City Police Department should be immediately notified of

any suspicious person/s or activities.

D. Aircraft Operation:

1. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these Rules and Regulations, and all pertinent rules and regulations of the Federal Aviation Administration (FAA), UDOT/Aero and any other appropriate governmental agencies. Every person operating an aircraft is responsible for the safety of his/her operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.

~~2. Hand propping, when necessary, may only be performed by a certified pilot with sufficient chocking or tie downs in place to stabilize the aircraft. Such activity is at the pilots own risk. A licensed qualified pilot or aircraft mechanic/repairman must be in the cockpit and at the controls of the aircraft whenever an aircraft engine is operating.~~

~~3.~~2. The ~~Hurricane~~ City Airport is a non-towered airport. Even though radio communications are not required, it is highly recommended that pilots have radio equipment permitting two-way communication to monitor the airport common traffic advisory frequency (CTAF) while in the vicinity of the airport.

~~4.~~3. All aircraft shall comply with the FAA Federal Aviation Regulations (FAR) and follow the appropriate taxiway and runway guidance markings and lighting when operating on the airport.

~~5.~~4. Any aircraft weighing more than 12,500 lbs. aircraft gross weight ~~the load bearing capacity~~ is prohibited on the runway, taxiways or apron, unless approved by the Airport Manager.

~~6.~~ Under no circumstances shall any person approach any aircraft, other than a pilot or certified ~~licensed~~ aircraft mechanic, whether it is fixed wing or rotorcraft, until all blades or propellers have come to a complete stop. The only exception will be ~~emergency~~ hot fueling in compliance with the operators hot fueling safety procedures. ~~as described in section G.1.e. of this section.~~

5.

~~7.~~6. Except in an emergency, ~~R~~rotorcraft ~~in training~~ are not permitted to perform autorotations to a running or skidding landing, or any other type of running or skidding landing, on any taxiway, runway, or other paved surface at the airport.

~~8.~~7. Lighter than air or hot air balloons are not permitted to land or take off from the airport without prior approval from the Airport Manager.

~~9.~~8. Parachuting activity over or onto the airport shall be conducted in accordance with all relevant requirements of FAR Part 105.

~~10.~~9. ~~Ultalight~~Ultralight operations at the Hurricane Airport shall be conducted in accordance with all relevant requirements of FAR Part 103, except for such deviations from that part as may be authorized by an FAA issued Grant of Exception.

~~11.~~10. The traffic pattern and rules for operating in that traffic pattern for the Hurricane Airport are as follows:

a. The recommended primary runway shall be runway 19~~8~~. The traffic pattern shall be a ~~right hand~~right-hand pattern and shall be flown by the powered aircraft (other than ultralights and similar aircraft) at an altitude of at least 800 to 1,000 feet above the published field elevation.

b. The traffic pattern for runway 13~~6~~ shall be a standard left hand pattern and shall be flown by powered aircraft (other than ultralights and similar aircraft) at an altitude of at least 800 to 1,000 feet above the published field elevation.

c. The traffic pattern for ultralights, powered parachutes, and similar aircraft shall be the same as for other powered aircraft except it shall be flown at an altitude of at least 500 feet above the published field elevation.

~~d.~~ When departing south on runway 19~~8~~ turn a right crosswind prior to the gravel pit (located left of runway centerline) to avoid a traffic conflict with any traffic from Sky Ranch. ~~traffic, that is either departing north or on a right base leg landing to the south.~~

~~12.~~ Hurricane Airport is an uncontrolled airport, therefore pilots shall adhere to the "see ~~and~~ and avoid ~~be seen~~" concept. The CTAF for radio equipped aircraft is currently 123.05 mhz. ~~frequency for radio equipped aircraft is 122.8 mhz.~~

11. Use of an aviation transceiver to broadcast intentions is encouraged.

~~13.~~12. Aircraft are prohibited from taking off or landing anywhere on the ~~A~~airport property other than the paved runway. Two exceptions to this rule are: 1. Helicopters may ~~side step~~sidestep onto a paved taxiway provided the helicopter does not interfere with the normal movement of aircraft on the taxiway, and 2. Aircraft in an emergency situation. 3. Powered parachutes in approved taxiway by manager.

E. Aircraft Parking

1. All aircraft will be parked in areas designated by the Airport Manager. Each

aircraft owner or operator occupying a hangar or tie down is responsible for adequately securing his/her own aircraft.

2. Helicopter operations shall be limited to areas designated ~~designated helicopter parking areas unless approved otherwise~~ by the Airport Manager.

~~3.~~ Major repairs to aircraft or engines in a private hangar *shall not* be made unless it's in accordance with FAR Parts 43, 65, 91, or 103. ~~FAA FAR 43, FAR 65, FAR 91 and FAR 103.~~

4.3. Minor general maintenance or repairs to personal aircraft such as oil changes is permitted as applicable in FAA Part 43, appendix A(C)

5.4. No derelict, non flyable or un-airworthy aircraft will be permitted to tie down anywhere within in any movement or non-movement area of at the airport for longer than a over a period of 30 days period without the permission of the Airport Manager. Aircraft in violation of this paragraph may be removed by the Airport Manager at the owner's expense.

6.5. The city assumes no responsibility for damages by a third party or theft to aircraft or vehicles operated or parked at the airport. Transient and long term aircraft parking fees are set from time to time by the Airport Manager and the City Council.

F. Reserved.Hangar Use

1. The primary purpose of an aircraft hangar is the storage of aircraft. An office, restroom, or similar facility may be contained within a hangar, but not to such extent that an aircraft cannot then be stored within the hangar.

7.**2.** Residential occupancy of a hangar of any length of time by any person(s) is prohibited with the exception of the Airport Manager. Incidental storage within a hangar is authorized but the aircraft stored within must be readily available for flight, or if being constructed, must be under active construction.

F.G. Safety Prohibitions

1. All persons using the airport Airport or the facilities of the airport Airport in any way must exercise the utmost care to guard against fire and injuries to persons and property. The following are not authorized on the Hurricane City Airport:

   a. Smoking within fifty feet (50') of any aircraft, fuel truck or fuel storage tank of any kind.

   b. Refueling or defueling of any aircraft is prohibited in any hangar.

   c. Refueling during an electrical storm is prohibited.

   d. While fueling aircraft, electronic devices such as cell phones, two way radio's, pagers, etc., shall not be worn or used until all fueling operations have been completed.

   e. Hot fueling aircraft while the propellers or blades are in motion is not permitted if the operator complies with the provisions of the FAA's operators hot fueling safety procedures. without the authorization from the Airport Manager or his/her designee.

   f. Fueling shall be done in strict accordance with NFPA 407 requirements, Hurricane City fire codes, and/or other applicable fire or hazardous materials regulations.

   g. Aircraft fueling from drums, small containers or similar items is not

~~permitted on the airport without prior approval of a "Self Fueling" application, appropriate insurance coverage, and indemnification of the City ofHurricane~~.Self-fueling one's own aircraft from drums, small containers, or fuel systems is not permitted ~~on~~at the ~~a~~Airport unless verification has been completed by the Airport Manager that the following items have been received; appropriate insurance coverage has been obtained for conducting self-fueling operations including adding the City as an additional insured on such insurance coverage and completing an indemnification agreement with the City.

h. Fuel services shall be administered only by an authorized fuel provider ~~Fixed Based Operator (FBO)~~ that adheres to the Airport Minimum Commercial Aeronautical Standards ~~and FAA PART 139 regulations~~. All fuel for aircraft must be purchased from an authorized fuel provider ~~source~~ on the airport unless approved by the Airport Manager and the requirements of G.1.g. are complied with.

i. "Flagging" and/or "Hawking" is prohibited at the Airport. For the purposes of these regulations, this is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs, such signage to be approved by the Airport Manager.)

j. Flying any type of drone or model aircraft at the airport is prohibited unless prior approval is given by the Airport Manager. Each drone or model aircraft operator must have in his/her possession a remote pilot certificate issued by the FAA, as applicable, and must adhere to the provisions of FAR Part 107 or Part 101 depending on the type of operation being conducted.

~~i.~~k. No parachutes, powered or otherwise, shall depart from or land at the Hurricane City American Legion Equestrian Park located adjacent to the Airport.

2. The following is prohibited in aircraft storage hangars:

a. Starting or taxiing an aircraft

b. Refueling of any aircraft

c. ~~Major alterations are limited to self-service maintenance procedures as outlined in FAA FAR 43, FAR 65, FAR 91 and FAR 103. Fire codes such as International Fire Codes (IFC), National Fire Protection Association (NFPA), or local City Fire regulations shall apply~~. Major aircraft repairs and alterations as defined by the FAA may be completed by individuals (SASO operations or aircraft owners) that hold the Proper FAA credentials and/or certifications to do so. ~~Hanager~~Hangar owners may construct a homebuilt aircraft in their hangar with the approval of the ~~ai~~Airport M~~m~~anager. Self-serve minor maintenance is limited to preventative maintenance as outlined in FAR Parts 43, 65,91, or 103 as applicable. All safety rules and regulations as described in this document as well as the City's Minimum Standards for the ~~City~~ Airport, ~~document~~ shall be complied with.

d. Painting is prohibited. Self-service touch-up painting may be authorized with prior approval from the Airport Manager.

e. Welding is prohibited.

f. Open flame tools are prohibited.

g. Storage of any Hazardous Materials other than oily waste rags is prohibited. Suitable small metal receptacles with self closing covers shall be provided by tenants for the storage of such items.

h. Open storage of flammable materials is prohibited. One (1) suitable fire safe container, no larger than four (4) feet in width, and eight (8) feet in height, and complies with OSHA, UL, or NFPA Standards, may

be used to store limited amounts of flammable materials such as small spray paint cans, that may be needed to support self-service maintenance requirements.

~~i. Storage of non-aeronautic equipment or materials unless approved by the Airport Manager.~~

The City is ~~permitted to do~~authorized to conduct inspections of all areas leased to hangar tenants, including inspections of the interiors of hangars. ~~of the inside of the hangars and the five feet of property surrounding the hangar that is leased upon request.~~ A tenant's refusal to allow such inspections shall constitute a violation of these Rules and Regulations.

~~G.~~H. Accidents

Persons involved in an aircraft accident affecting airport operations or damaging city property shall make a full verbal report to the Airport Manager or his/her designee within one hour after the accident. The report must include names and addresses, time, place, cause, injuries and other information requested by the Airport Manager. When a written report of an accident is required by the FAA or NTSB, a copy of such report shall be submitted to the Airport Manager. At accident scenes, aircraft owners (and)~~,~~ the pilots or agents will promptly remove disabled aircraft, parts and accident debris unless directed by the Airport Manager, ~~or~~ FAA, NTSB, or local authorities to delay such action pending an accident investigation. Damage sustained to the

airport facility, grounds or buildings will be assessed as a claim against the responsible party.

~~H.~~I. Nuisances

1. Dismantled aircraft, aircraft parts, dismantled or inoperative aircraft or any other unsafe, un-kept, unsightly miscellaneous item or items in disrepair shall not be left over a period of 30 days in open view. This includes all movement areas as well as non movement areas. If the Airport Manager determines that a violation has occurred, he shall so advise the owner. If not corrected within thirty (30) days, the Airport Manager ~~he~~ may remove such items and bill the owner or operator for associated costs. Conditions involving safety issues shall be corrected within ~~twenty four~~twenty-four (24) hours.

2. Any person, including the operators of an aircraft, causing overflowing of fuel and / or spilling of excess oil or grease on any apron will notify the ~~call~~ Airport Manager immediately. The involved person shall be responsible for cleaning such areas and repair any damage thereto.

3. At no time shall engines be "run up" when other aircraft, hangars, shops, buildings or persons are in the path of the propulsion stream. Any person operating any vehicle or aircraft (including fixed wing and rotor) shall be responsible for damage or cleanup caused by such operations (i.e., scattering of debris from prop blast or rotor down wash).

~~I.~~J. Pedestrians

1. Hangar owners and aircraft operators may walk on any runway or taxiway when necessary to gain access to an aircraft, glider, or ultralight. This also applies to pilots and ground crew when involved in the launch or recovery of such aircraft; and for airport maintenance and debris removal, and to emergency personnel in the performance of their duties. Anyone walking on the runway shall remain alert for any aircraft operating in the traffic pattern.
2. On all areas of the airport, pedestrians will give way to all moving aircraft.

~~J.~~K. Operators to keep the Rules and Regulations Availability

All commercial operators with valid leases to perform aeronautical business on the airport shall keep a current copy of these rules and regulations ~~standards~~ prominently posted in their place of business and available for viewing to all who enter the facilities. It is the responsibility of all owners of aircraft based at the airport and pilots who regularly use the airport to be familiar with the contents of this document. The operators bear the responsibility for compliance and ignorance is not an excuse for violation of any part of these rules and regulations. ~~standards~~.

~~K.~~L. Refuse

No person shall throw, dump or deposit any waste, refuse or garbage on the airport. All waste, refuse or garbage from airport operators or construction crews shall be placed and kept in closed garbage containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. Garbage containers and temporary restroom facilities must be in place before any construction starts.

~~L.~~M. Construction

In addition to the requirements of this paragraph, all construction at the Airport shall comply with the City's generally applicable ordinances, standards, and regulations governing such construction. Before any construction project begins on the airport, the contractor or his/her designated project supervisor will be required to attend a one hour training class on Airport Familiarization and Safety. The contractor is required to have in place one port a potty and one enclosed refuse dumpster prior to the start of construction per City Building Ordinance. The Airport Manager or his designee will attend the pre-inspection meeting to discuss the operations at the Airport. Attendance at the post inspection by the Airport designee will also be required before any final inspection is approved.

~~M.~~N. Special Events

Special events include but are not limited to the following:

Air shows	War bird shows
Balloon festivals	Fly-in meets or open house
Air races	Parachute team demonstrations

These special events require written permission and approval from the Airport Manager.

~~N.~~O. Noise Sensitive Areas

1. In addition to complying with FAR Part 91.119 for maintaining minimum altitudes over congested areas such as ~~FAA regulations for minimum altitude over flights, per FAA FAR Part 91.119, over~~ the residential areas~~sections~~ of the ~~Hurricane~~ City, pilots are expected to use good judgment and flight procedures that result in minimum noise over noise-sensitive areas. ~~such as Zion National Park located 20 NM north east of the Airport.~~Compliance with the City's noise policy is strongly encouraged.
2. Noise abatement procedures.

The following voluntary procedures are defined to abate excessive noise at the airport:

a. Runway 19 should be used whenever wind conditions allow for safe landing and takeoff operations. If departing to the north using Runway 1,

a left crosswind turn should be executed as soon as safely practical to avoid unnecessary overflight of residential areas.

b. All aircraft shall make a practical effort to reach pattern altitude (1000' AGL) before turning downwind. All aircraft departing the airport pattern area are to make a reasonable effort to climb to a minimum altitude of 1000' AGL before doing so utilizing the standard pattern legs as defined in Section 4-3-3 of the Aeronautical Information Manual (AIM).

c. All arriving aircraft utilizing the traffic pattern are to maintain a minimum of 1000' AGL until established in the pattern per guidelines found in the AIM.

d. Helicopters shall make a practical effort to vary the downwind distance from the runway when performing repetitive pattern work in order to reduce sustained ground noise under a particular flight path. See AIM 4-3-3(b).

e. Simulated forced landings and/or auto-rotations should not initiate until the aircraft reaches the typical pattern altitude of 1000' AGL.

f. Unless otherwise approved by the Airport Manager or a Memorandum of Understanding agreement between the City and the applicable entity, repetitive aircraft training operations should be limited to (2) 30 minute sessions within a 24 hour period Monday through Saturday for helicopters and/or aircraft that exceed 80 (eighty) decibel levels per noise measurement levels determined and defined in FAA Circular AC 36-IH. Repetitive pattern work for these aircraft is not to be flown on Sundays. This restriction shall not apply in emergencies, where necessitated by safety considerations, or when required by the Federal Aviation Administration.

g. Aircraft are not to be started, run-up, or depart the Airport between sunset and sunrise other than to make an immediate departure from the airport area.

h. All aircraft arriving between sunset and sunrise to be limited to one (1) full stop approach and landing sequence.

i. Repetitive pattern work, touch and go's, stop and go's, low approaches, or practice autorotations are not to be conducted between sunset and sunrise. 2.

EXCEPTIONS

The following categories of aircraft are exempt from airport noise abatement guidelines:

a. Aircraft operated by or under contact of the United States of America, any State, county, city, subdivision or special district of a state including military, firefighting, search & rescue, disaster relief, and medical evacuation flights;

b. Aircraft used for emergency purposes during an emergency officially

proclaimed by competent authority pursuant to the laws of the United States, the State of Utah, Washington County, or Hurricane City;

c. Civil Air Patrol aircraft when engaged in actual search and rescue missions;

d. Aircraft which have declared an inflight emergency;

e. Aircraft operating as air ambulance for medical purposes.

f. Aircraft engaged in take-offs or landings while conducting tests under the direction of the Airport Director.

SELF-SERVICES

The owner of an aircraft located on the airport is permitted to wash~~, in designated wash areas only, or~~ and to perform minor repairs and alterations to his/her own aircraft, provided there is no attempt to perform such services for others. ~~Washing of aircraft is not allowed on any ramp area without prior approval from the Airport Manager or designee.~~

Commercial Activities

a. **No person shall operate a Commercial Activity of any nature that is based at or operated from the ~~the Hurricane~~ Airport unless the conduct of that activity has been approved by the City. A business not directly involved in any form of Aeronautical activity may be allowed only if such business would serve and support the airport and the flying community (e.g. an~~d~~ airport restaurant). ~~Potential commercial activities will undergo review and recommendation of the Airport Manager and the Airport Authority Board.~~**
b. **Any ~~commercial~~ Commercial ~~activity~~ Activity based out of the airport shall require a business license from ~~the City of Hurricane~~the City in addition to a commercial lease signed for the facility from which the ~~commercial~~ Commercial ~~acitivity~~aActivity or business will be conducted.**
c. **All ~~commercial~~ Commercial ~~activity~~ Activity must comply with all Federal, State and local regulations and with the City's ~~m~~Minimum ~~S~~standards for ~~commercial operation~~Commercial Aeronautical Activities.**

STORAGE AND MAINTENANCE

Aircraft storage hangars shall be used primarily for aircraft storage. ~~only unless there is prior written approval of the Airport Manager. Storage in connection with commercial activities performed in the hangars shall be with prior written approval of the Airport Manager.~~ No uncovered trash containers shall be maintained in any outside area, and areas to be used for trash or garbage containers shall be only those areas designated by the Airport Manager. All hangars and other premises including an area five (5) feet from the outside hangar wall on the airport shall be maintained by the lessee in a condition as to repair, cleanliness and general maintenance that is equal to the level of maintenance maintained by the C~~c~~ity in comparable areas. Fuel and oil storage facilities must be approved by and in a location designated by the Airport Manager. Such storage shall comply with any regulations adopted pursuant to the Airports Commercial Standards, Rules and Regulations, as well as applicable federal, state and local fire codes pertaining to fire safety, including, but not limited to, the City Building Code, and the Uniform Fire Code.

STRUCTURE DESIGN

In order to assure an aesthetic appearance and harmonious design of airport improvements, new construction and remodeling or repainting of existing structures shall comply with the Airport Building Standards.

COMMERCIAL STANDARDS

In addition to compliance with the regulations set forth herein, the City Council has adopted Minimum Standards for Commercial ~~Operations~~ Aeronautical Activities at the A~~a~~irport to carry out the purposes of this chapter and serve the best interests of the C~~c~~ity. Such standards shall be made available to all members of the public, both at the city recorder's office and from the Airport M~~m~~anager. Failure to comply with such standards shall be considered a violation of this chapter, and the Airport Manager may deny the use and privileges of the airport to any such violator, subject to the appeal rights contained in the Enforcement; Appeal section of this chapter.

ENFORCEMENT; APPEAL

The primary concern of Airport Management is the safe and efficient operations of the Airport.

A. Citations

The City may issue citations for violations of this chapter, including the rules and regulations contained in this chapter, and/or promulgated pursuant to the Commercial Standards of this Chapter. The city may take enforcement action as set forth herein or it may initiate legal action as it may deem appropriate.

B. Appeal

Any person, who feels aggrieved by staff enforcement of this chapter, rules and regulations promulgated hereunder, or the Minimum Standards for Commercial ~~Operations~~ Aeronautical Activities promulgated hereunder, may Appeal any decision. Appeals shall be made in writing to the City Manager, who after due consideration, shall rule on the matter. Final appeal may be made to the Mayor and City Council. The sole exception to the appeal process herein provided shall apply to criminal citations under state or city traffic law and emergency or safety issues.

~~Hurrciane~~Hurricane Municipal Airport

Minimum Standards For Commercial Aeronautical Activities

~~As amended November 13, 2009~~

~~As amended~~ Adopted and Approved
[date of approval]
Hurricane City Council

TABLE OF CONTENTS

Table of Contents		2
Introduction/General		3
Section I.	Definitions	5
Section II.	Application Requirements	9
Section **111.**	General Conditions and Requirements	11
Section IV.	Action upon Application	17
Section V.	Minimum Standards	19
A.	Fixed Base Operators	19
B.	Specialized Aviation Service Operators	26
1.	New and/or used aircraft sales	27
2.	Flight Instruction and/or aircraft rental	27
3.	Air Charter -Air Taxi service	28
4.	Aerial applications and seeding operations	28
5.	Specialized aircraft repair service	29
6.	Air Charter - Air tour flights	30
7.	Commercial hangar leasing	30
8.	~~Airframe or power plant/specialized aircraft~~	31
9.	Specialized commercial activities	32
Section VI.	Minimum Insurance Requirements	34
	Section VII. Lease Terms and Conditions	34
	Section VIII. Non Commercial Activities	35

INTRODUCTION

The Hurricane Municipal Airport ("Airport") is the primary general aviation air transportation facility for ~~the~~ ~~City of Hurricane~~ Hurricane City~~, Washington County and southwest Utah~~. The Airport is owned by ~~the~~ ~~City of Hurricane~~ Hurricane City and daily operations of the Airport are overseen by the Airport Manager, who is appointed by the City.

These Minimum Standards for Commercial Aeronautical Activities ("Standards") have been developed and adopted to protect and promote in a reasonable manner the best interests of the public by requiring a minimum level and quality of facilities and services required of commercial aeronautical businesses at the Hurricane Municipal Airport. These Standards are designed to provide reasonable opportunity, without discrimination, for the non-exclusive conduct of ~~commercial~~ aeronautical activities at the Airport.

The City reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed activities or to protect or improve the Airport or the quality of service provided to the public.

It should be emphasized that this document specifies the ~~*mm,mum*~~minimum standards that must be met to conduct commercial aeronautical activities at the airport. Applicants and operators are encouraged to exceed these minimums whenever possible.

GENERAL

A. No entity, including those under sublease, shall engage in any commercial aeronautical activity or business of any nature whatsoever on Airport property, except with the prior written approval of the City.

B. Such written approval by the City is issued through either a signed lease agreement with the City if land and/or facilities are leased from the City, or a written Lease Agreement under the Minimum Standards if the activity will be operating under a sublease from an existing Airport Tenant.

C. In the event these Minimum Standards, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses,

sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.

D. These Standards do not pertain to ~~scheduled commercial air carrier operations under Federal Aviation Regulation 14CFR Part 121 or to~~ military operations.

E. All activities at the Hurricane Municipal Airport are subject to and must comply with all existing and future applicable laws, ordinances, rules and regulations of the Hurricane Municipal Airport, ~~the~~ ~~City of Hurricane~~ the City, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

SECTION I - DEFINITIONS

As used in these Standards, the following definitions apply:

Aeronautical Activity - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Agreement - A written contract, executed by both parties, and enforceable by law between ~~the City of Hurricane~~ the City and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or prohibiting the conduct of certain activities.

Aircraft Maintenance - The repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or power plant, including the replacement of parts. Major repairs include major alterations to the airframe, power plant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft airframe or power plant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

Airframe and Power plant Mechanic - A person who holds an Aircraft mechanic certificate with both the airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65.

Airport Layout Plan - The currently approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and ~~the City of Hurricane~~ the City.

~~*City of Hurricane*~~ *Hurricane City* - Referred to as the "City", means ~~the City of Hurricane~~Hurricane City, the fee simple owner and operator of the property that comprises the Hurricane Municipal Airport.

Commercial Operator - An Entity engaging in a Commercial Aeronautical Activity.

Commercial Aeronautical Activity - Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished.

Entity - A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.

Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more Entities, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (FAA) - All branches, offices and officers of the United States Department of Transportation, Federal Aviation Administration

Fixed Base Operator (FBO) - A commercial tenant which provides for aircraft services as outlined in section V.

General Aviation - All aviation with exception of air carriers (including cargo) and government. General aviation aircraft are utilized for commercial and noncommercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Manager - means the Airport Manager of the Hurricane Municipal Airport as appointed by ~~the City of Hurricane~~ the City.

Master Plan - The current Master Plan report, which is an assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by ~~the City of Hurricane~~ the City and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - Qualifications, standards and criteria, established by ~~the City of Hurricane~~ the City as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.

National Fire Protection Association (NFPA) - All codes, standards, rules and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial Flying Club - any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

Non-Commercial Operator - An Entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. ~~Not withstanding~~Notwithstanding the foregoing, the Non-Commercial Operator shall neither offer nor engage in Commercial Aeronautical Activities. For purposes of these Minimum Standards, all government agencies shall be considered Non-Commercial Operators.

Operator - Means the entity responsible for the operations of a commercial aeronautical activity.

Repairman - A person who holds an aircraft repairman certificate, with appropriate ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Repair Station - A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Rules and Regulations - the rules and regulations as may be promulgated and adopted from time to time by the City to protect the public health, safety, interest and welfare of the Hurricane Municipal Airport.

Specialized Aviation Service Operator (SASO) - A commercial aeronautical activity that provides one or more commercial services as outlined in section V.

Hurricane Municipal Airport - referred to as the "Airport", means the property allocated for the operation of the Hurricane Municipal Airport in ~~the~~ ~~City of Hurricane~~ Hurricane City, State of Utah, as depicted on the current Airport Layout Plan.

Through the Fence Operations - "Through-the-fence" are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property. ~~activities are prohibited at the Hurricane Municipal Airport.~~

Recreational, light sport, and glider aircraft that are designed to be transported by a trailer shall not be considered ~~THROUGH~~ through the ~~FENCE~~ fence ~~O~~operations as long as NO commercial activity takes place.

SECTION II - APPLICATION REQUIREMENTS

Applications for permission to conduct any commercial aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. Applicants are strongly encouraged to visit with the Airport Manager to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application.

The applicant shall submit all information and material necessary or requested by the City to establish to the City's satisfaction that the applicant will qualify and comply with these Standards. Failure by the Applicant to submit any of the requested information may be grounds for denial of the application. ~~At a minimum, such applications must include fill of the following:~~ All such applications must include all that are applicable to the applicant of the following:

1. Name, mailing address and phone number of applicant(s).

2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.

3. Individual or business name and mailing address to appear on the lease or agreement.

4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.

5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.

6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.

7. A description of the services to be offered, including all of the intended services upon completion or the installation of the facility.

8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.

9. A description of the building space to be constructed, including square footages, building types and intended use of each. For buildings proposed to be constructed, the applicant shall provide certification that it will comply with all building standards as adopted by the ~~City of Hurricane~~ the City as they apply to the Airport.

10. The estimated total cost of construction and improvements.

11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan).

12. The hours of operations and number of employees.

13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.

14. A certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VI.

~~The applicant shall also submit the following supporting documentation if requested by the Airport Board:~~

~~1. Financial Statement - A current financial statement of the applicant prepared or certified by a Certified Public Accountant and or financial references acceptable to the City.~~

~~2. Assets - A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial aeronautical activity at the Airport.~~

~~3. Credit Report - A current credit report covering all areas in which the applicant had done business within the last ten years.~~

~~4. References - A list of persons or businesses for which the City has the authority to contact.~~

~~5. Authorization for release of information.~~

~~A written authorization for the Federal Aviation Administration, all aviation or aeronautic commissions, administrators, or departments of states in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the application or its operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.~~

SECTION III - GENERAL CONDITIONS AND REQUIREMENTS

The following general conditions and requirements shall apply to all commercial aeronautical activities and will be included in all commercial aeronautical activity leases or any written agreement. These are basic clauses only and more specific clauses, covenants and language, dependent upon the particular activity authorized by the City, may be included in the lease or agreement:

If an Operator desires to sublease space to another Operator, the Operator must obtain the written approval from the City to sublease the space. The sub lessee must apply for and obtain a permit to operate at the Airport, and must satisfy the applicable Minimum Standards to provide sub lessee's proposed Commercial Aeronautical Activity.

A. NON DISCRIMINATION:

Premises are to be operated for the use and benefit of the public. Non-discrimination means:

1. To furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport;

2. To furnish said service on an equal and non-discriminatory basis to all users thereof;

3. To charge reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers;

4. The Operator, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner. The Operator further agrees to comply with enforcement procedures as the United States might demand that the City take in order to comply with the Airport's Federal Assurances.

B. AIRCRAFT SERVICE BY OWNERS OR OPERATORS OF AIRCRAFT

It is to be clearly understood by all Operators under these Standards that no right or privilege has been granted which would serve to prevent other aircraft owners or operators (commercial or non-commercial) on the Airport from performing any service on their own aircraft. This does not

preclude the Operator under these Standards from restricting the activities of others on its own leasehold.

C. NON-EXCLUSIVE RIGHT

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a written Agreement.

D. RIGHTS RESERVED

~~The City of Hurricane~~The City further reserves the right to designate specific Airport areas for activities in accordance with the Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.

~~The City of Hurricane~~ The City reserves the right to take any action it considers necessary to protect the navigable airspace and aerial approaches of the airport against obstruction, together with the right to prevent Operators from erecting, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

~~The City of Hurricane~~ The City reserves the right to prohibit any Entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any Entity) upon determination by ~~the City of Hurricane~~ the City that such Operator has not complied with these Minimum Standards, the Rules and Regulations, applicable regulatory measures, directives issued by the City, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or improvements located at the Airport.

If the City determines there are more qualified applicants seeking to provide a particular Commercial Aeronautical Activity than there is space or demand at the airport for such service, the City may select the Commercial Aeronautical Activity provider through a competitive solicitation or request for proposals.

E. GROUNDS FOR DENIAL

The City may reject any proposal or application for any one (1) or more reasons including, but not limited to, the following:

The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by ~~the City of Hurricane~~the City.

The Entity's proposed activities and/or improvements will create a safety hazard at or on the Airport.

The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to spend and/or will result in a financial loss or hardship to ~~the City of Hurricane~~the City.

No appropriate, adequate, or available land and/or improvement exists at the Airport to accommodate the proposed activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.

The proposed activities and/or improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the Entity.

The development or use of the land requested by the Entity will result in a congestion of Aircraft and/or the improvements will, in the sole discretion of the City, unduly interfere with activities of any existing Operator on the Airport and/or prevent adequate access to the leased premises of any existing Operator.

The Entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

The Entity or an officer, director, agent, representative, shareholder, or employee of the Entity has a record of violating or is in violation of City regulatory measures (or any other airport sponsor), the FAA, or any other regulatory measure applicable to the Airport and/or the Entity's proposed Activity.

The Entity or an officer, director, agent, representative, or shareholder of the Entity has defaulted in the performance of any lease, sublease, agreement, or permit at the Airport or at any other airport.

The Entity does not exhibit adequate financial responsibility or capability to

undertake the proposed activity.

F. AIRPORT DEVELOPMENT

The City reserves the right to further develop Airport property or improve the landing areas of the Airport as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance.

Location. FBOs and SASOs may be situated only in those areas of the Airport specified for such use in the Airport Layout Plan (ALP) and the Airport Master Plan or otherwise approved by the Airport Board.

G. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The City reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.

H. NATIONAL EMERGENCY

During time of war or national emergency, the City shall have right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be suspended.

I. AIRPORT OBSTRUCTIONS

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. FAA Part 77 regulations also apply.

J. SUBORDINATION

These minimum standards shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation and maintenance of the Airport, the execution of

---

which has been or may be required as a condition precedent to the

expenditure of Federal funds for the development of the Airport.

K. HAZARDOUS MATERIALS AND WASTE

The Operator shall not discharge, deposit or store any waste or hazardous materials on the Airport. The Operator's operating area shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner to minimize any hazards. The operator must comply with the Airport's Stormwater Pollution Prevention Plan as appropriate. Examples of hazardous materials and waste include, but are not limited to, garbage; used fluids such as oil, chemicals, or fuel; scrap materials or other debris.

L. OPERATION AREA

The Operator shall not conduct any of its business or activities on any area except those specified in the lease or agreements under these Minimum Standards.

M. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

The Operator shall comply with all federal, state and local rules and regulations which may pertain to its operation on the Airport and all future revisions thereto.

N. APPROVAL OF CONSTRUCTION

No buildings, structures, tiedowns, ramps, paving, taxi area, drains, earthwork or any other improvements or additions to the Airport shall be placed or constructed, or altered or removed at the Airport without the prior written approval of the City. Applicable City permits must be obtained by the Operator prior to any such work. The Operator must conform to all requirements in the Airport Building Standards.

A pre-construction meeting must take place with the Airport Manager or designee before any work can begin. A post inspection meeting must take place before final approval of the project can be awarded.

0. CHANGE IN SERVICES OFFERED

Once a lease or agreement is entered into, the Operator may not add or delete services offered without the prior consent of the City. Any additional services contemplated must meet the requirements outlined in these standards. A change in services offered may require a change in leased area. Any such modification may be subject to a modification of rates and charges.

P. RIGHT OF RELOCATION

The City shall have the right to relocate the Operator's Premises when necessary to accommodate the Airport development. The need for such relocation shall be solely determined by the City. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the right, within ten (10) calendar days of receipt of the Cities written notice of impending relocation, to provide written notice to the Airport Manager that Operator disagrees with the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the City shall have the right to unilaterally decide the matter, and Operator agrees to and shall abide by the Cities decision, subject to such rights of termination as Operator may have under its Lease or Permit. If the City requires the Operator to relocate its facilities during the term of its Agreement, the City will reimburse the Operator for its documented actual and reasonable out- of-pocket relocation expenses, if any, but the City shall have no liability for increased overhead or operating costs, or lost profits or revenue of Operator, if any, arising out of such relocation.

Q. THROUGH THE FENCE ACTIVITIES

"Through-the-fence" Activities are prohibited at the Hurricane Municipal Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered THROUGH the FENCE Operations as long as NO commercial activity takes place. ~~Flight instruction and flight certification are hereby specifically exempted from through the fence regulations.~~

SECTION IV - ACTION UPON APPLICATION

Upon receipt of an application to conduct a commercial general aviation activity under these standards, the Airport Manager will review the application to ensure its completeness and compliance with the requirements of Section II, Application Requirements.

A. Applicant shall submit all information and material in accordance with Section II as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will turn the packet over to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.

B. The business licensing officer will collect payment from the applicant once they have a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:

1. Verification of professional license (if applicable).

2. Business name registered with the Department of Commerce.

3. A passed fire inspection is completed.

4. An active sales tax number for Hurricane is provided (if applicable).

~~1.~~5. For any new construction a certificate of occupancy must be issued first.

~~B. If the application is found to be complete in accordance with Section II, the Airport Manager will schedule consideration of the proposed activity at the next possible City Council Meeting. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.~~

~~C. The Airport Manager will recommend approval or denial of the proposed activity to the Hurricane Airport Board and the Hurricane City Council which has the ultimate authority to approve or disapprove any proposed commercial aeronautical activity. City Council consideration of a proposed activity will take place during a regular City Council meeting.~~

~~D.~~C. ~~The City Council may not consider any application to conduct a commercial aeronautical activity unless the applicant or a duly appointed representative is present at the City Council meeting~~.

~~E. In consideration of the application, the City Council may deny the application based on one or more of the following terms:~~

~~1. *NOT QUALIFIED:* The applicant does not meet the qualifications,~~

~~standards or requirements established by these Standards.~~

2. ~~*SAFETY HAZARDS:* The applicant's proposed operation or construction would create a safety hazard at the Airport.~~

3. ~~*CITY EXPENDITURE:* The approval of the application would require the City to expend funds, labor or materials in connection with the operation.~~

4. ~~*AVAILABILITY:* There is no appropriate, adequate or available space or building at the Airport to accommodate the applicant's proposal.~~

5. ~~*NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN:* The proposed operation, development or construction does not comply with the Airport's Layout or Master Plans.~~

6. ~~*CONGEST/ON:* The development or use of the area requested will result in depriving existing Airport operators of portions of the area in which they are conducting operations; or will result in a congestion of general operating areas or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.~~

7. ~~*MISREPRESENTATION:* Any party applying for or having an interest in the business has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents.~~

8. ~~*HISTORY OF VIOLATIONS:* Any party applying for or having an interest in the business has a record of violating these Minimum Standards or any Federal, State, or local rules and regulations of any other airport, the City of Hurricane, or the Hurricane Municipal Airport.~~

9. ~~*DEFAULTED PERFORMANCE:* Any party applying for or having an interest in the business has defaulted in the performance of any other lease agreement with another airport or public agency, the City of Hurricane, or the Hurricane Municipal Airport.~~

10. ~~*COMPETITIVE BIDDING:* The party applying was not the successful bidder in an open and competitive bidding environment.~~

SECTION V - MINIMUM STANDARDS

A. FIXED BASE OPERATOR

A fixed base operator (FBO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with the following:

- sale of aviation jet fuel, aviation gasoline and oil
- ramp services, aircraft loading, unloading and towing
- aircraft repair and maintenance
- Commercial aircraft storage.

In addition to the general requirements of the Minimum Standards, each Fixed Based Operator at the Airport shall comply with the following minimum standards set forth in this section.

NOTE: Only FBO's will be authorized to offer retail sales and/or delivery into-plane of aircraft fuels. City also retains its right to offer retail sales and/or delivery into-plane of aircraft fuels.

Such services may be provided by the FBO or under contract with another operator. If such service requirements are to be provided by another operator, that operator shall separately apply for approval under these standards and shall be responsible for payment of all fees, rates or charges established by the City. Fixed Base Operators must meet the following general minimum standards and requirements as well as those for the specific services they provide:

Scope of Activity

Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.

FBO's products and services shall include the following:

(1) Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

a. FBO shall deliver and dispense Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.

b. FBO shall provide a response time of no more than 30 minutes during required hours of activity (excepting situations beyond the control of the FBO).

c. FBO shall provide fueling services after hours, 24 hours per day, by means of on-call personnel. A 30 minute response time from notification shall be achieved (excepting situations beyond the control of the FBO).

(2) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

a) FBO shall meet, direct, and park all aircraft arriving on Operator's leased premises.

b) FBO shall provide a lounge for pilots and their crew members.

c) FBO shall provide arrival and departure services for aircraft using Operator's leased premises including crew and passenger baggage handling.

d) FBO shall provide parking and tie-down of aircraft upon the Operator's leased premises.

e) FBO shall provide for hangar storage of aircraft.

f) FBO shall provide oxygen, nitrogen, and compressed air services.

g) FBO shall provide lavatory services and aircraft cleaning services.

h) FBO shall make available aircraft ground power units.

i) FBO shall provide courtesy transportation, utilizing Operator's vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.

j) FBO shall make available crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).

k) FBO shall make available aircraft catering arrangements.

(3) Aircraft Maintenance

a. FBO shall provide aircraft maintenance on the airframe, power plants, and associated systems of general aviation aircraft up to turboprop aircraft normally frequenting the airport. In addition, FBO shall be properly certified as an FAA Aircraft Repair facility and have available a certified A & P mechanic during normal business hours.

b. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sub-lessee(s) who meet the minimum standards for Aircraft Maintenance Operator and operates from the FBO's leased premises.

LEASED PREMISES

FBO shall have adequate land, ~~Apron~~apron, paved tie-down, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of FBO and all approved sub-lessees. A comprehensive site plan for all activities must be approved by the ~~Airport Board~~City and may require a Development Agreement approved by the City.

(1) Vehicle Parking - All landside vehicle parking belonging to the lessee shall comply with ~~the City of Hurricane~~the City zoning ordinance requirements. Storage of trailers, motorhomes, un-operational vehicles, etc., in the landside or airside parking areas of a leased facility or business is not allowed. Areas other than leased site parking may be subject to time limited parking regulations as posted. Items left over fifteen (15) days may be towed at the owner's expense unless approved by the Airport Manager.

FUEL STORAGE

FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport with appropriate leak containment provisions, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City.

Fuel storage facility shall have a total capacity for three (3) days peak supply of fuel for aircraft being serviced by an FBO.

FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport. Security fencing surrounding the Operators fuel storage facility must be in place at all times.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

FUELING EQUIPMENT

All equipment necessary to adequately support all required activities shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, EPA and/or UDOT regulations.

FUELING INSPECTIONS

Hurricane Municipal Airport, Airport Operations Department, under FAA Part 139.321 regulations, are required to inspect an FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non compliance issues may violate the operating lease of the Operator. A Letter of Correction or violation must be repaired no later than 30 days from the inspection date.

GENERAL EQUIPMENT

FBO shall have the following equipment:

(1) Adequate equipment for providing sufficient ground power units for aircraft normally frequenting the Airport

(2) One (1) courtesy vehicle (capable of accommodating four **(4)** passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants in close proximity

(3) One (1) aircraft tug (and tow bar) with at least a rating capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft normally frequenting the Airport

(4) One (1) Fuel Spill kit

(5) Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles

(6) All equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

(7) All vehicles shall display proper company identification placards and a rotating beacon as required by the current FAA FAR Part 139 regulations for access into all Airport Operation Areas.

PERSONNEL

Provide qualified employees to perform all required activities. Where required, the Operator shall provide the City with copies of all necessary personnel training certificates and licenses. All personnel must attend an Airport Familiarization class upon hire and attend a refresher course once annually.

COMMUNICATIONS

The FBO shall at all times maintain an active telephone service with current telephone numbers that can be accessed by the public during required business hours. Each FBO is required to monitor the local CTAF during business hours.

AIRPORT SECURITY

The Operator, its employees, agents, customers, and contractors, shall comply fully with The Airport Security Plan. Transportation Security Administration Part 1542 and 1544 applies.

The Operator shall designate a responsible person for the coordination of all security communications and procedures with the Airports Security Coordinator.

The Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Airports Security Coordinator no later than 7 days before Operator commences activities at the Airport. The Operator is solely responsible for implementation of and compliance with The Operator's security plan.

HOURS OF OPERATION

The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 8 hours per day, seven days per week. Hours of operation may be seasonally adjusted with prior approval of the Airport Manager and shall be conspicuously posted. The FBO shall provide a 24 hour fueling capability (including "on call" service) to the customer or provide a self serve fueling system that will accept alternative payment.

AIRCRAFT REMOVAL

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request, or as soon as practical, in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft Removal Plan and have the equipment readily available that is necessary to remove the general aviation aircraft normally

frequenting the Airport.

INSURANCE

Except as otherwise provided for herein, the FBO shall maintain, at a minimum, the coverage and limits of insurance set forth by ~~the City of Hurricane~~the City as outlined in Section VI.

RAMP SERVICES, REPAIR AND MAINTENANCE

a. *Maintenance:* The FBO shall provide, at least eight hours per day, six days per week, adequate equipment, facilities and appropriately certificated personnel for performing at least preventive aircraft airframe and powerplant repair and maintenance as outlined in Federal Aviation Regulation 14CFR Part 43, appendix A.

b. *Ramp Services:* The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshalling and towing, ground power service and lavatory service.

AIRCRAFT LOADING, UNLOADING AND TOWING

The FBO shall provide adequate loading, unloading and towing equipment and trained operators to accommodate the based and transient general aviation aircraft generally utilizing the airport.

B. SPECIALIZED AVIATION SERVICE OPERATOR (SASO}

A Specialized Aviation Service Operator (SASO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with *one or more* of the following activities or services:

1. Airframe or powerplant repair
~~1.~~2. Aircraft Inspection & Avionics Certification
3. Aircraft flight instruction ~~and/or aircraft rental~~
~~2.~~4. Aircraft rental
~~3.~~5. Aerial application
~~4.~~6. Air charter-air taxi service
~~5.~~7. Air charter-air tours
~~6.~~8. Commercial Hangar Leasing
~~7.~~9. Specialized Commercial Activities

Facilities shall include appropriate customer and administrative areas.

SERVICES AND STANDARDS

~~Fixed Base Operators and~~ Specialized Aviation Service Operators must meet the following minimum standards and requirements according to the service(s) provided:

1. NEW AND/OR USED AIRCRAFT SALES

a. *Building:* For businesses involved in aircraft sales, ~~The FBO/~~the SASO shall provide suitable office space, as determined by the Airport Manager, for conducting sales and keeping proper records in connection herewith.

b. *Records:* The ~~FBO/~~SASO shall provide records of all sales of aircraft to the Airport manager. The FBO shall remit any and all applicable fees and/or taxes as established by City, ~~and/or~~ State of Utah, and/or~~or~~ Airport.

c. *Personnel:* The ~~FBO/~~SASO shall provide, (or contract for) during posted business hours, at least one person having a current pilot certificate with appropriate ratings for the types of aircraft being demonstrated for sale.

2. FLIGHT INSTRUCTION AND/OR AIRCRAFT RENTAL

a. *Instructors:* The ~~FBO or~~ SASO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a sport pilots license.

b. *Aircraft:* If flight instruction is provided, the ~~FBO or~~ SASO shall own or ~~have access to rent or~~ lease at least one properly certified and maintained aircraft equipped for flight instruction. If aircraft rentals are provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for aircraft rental. If both services are offered, these can be the same aircraft, provided they are properly equipped and certificated for both instruction and rental.

---

c. *Building:* The ~~FBO or~~ SASO shall provide adequate facilities for storing, parking, serving and repairing aircraft used for flight instruction or aircraft rental. The ~~FBO or~~ SASO shall provide or lease at least 140 square feet of office space and such additional space needed to provide instruction, classroom training activities,

and restroom facilities, ~~lease, or sublease adequate office required to conduct their services~~as determined by the Airport Manager. ~~Operator shall also make arrangement for the use of additional adequate space in the same facility for classroom training activities and restroom facilities.~~ This additional space may be common with other users in the facility.

~~d. *Hours of Operation:* The FBO or SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.~~

~~e.~~d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

e. *Part Time Flight Instruction:* An entity may provide "part time" or "guest instructor" flight training not to exceed ten (10) hours a month, without the office and aircraft requirements, provided that such an entity ~~satisfy's~~satisfies the requirements for insurance coverage and indemnification for ~~the City of Hurricane~~the City, ~~and maintains an appropriate operators agreement with the Airport.~~

3. AIR CHARTER-AIR TAXI SERVICE

a. *Aircraft and registration:* The ~~FBO or~~ SASO shall provide on-demand air charter and air taxi service with at least one aircraft ~~equipped for flight in IFR conditions,~~ in accordance with Federal Aviation Regulation 14 CFR Part 135. If required, the ~~FBO or~~ SASO shall be properly registered with the Utah Aeronautics Commission.

b. *Personnel:* The ~~FBO or~~ SASO shall employ or contract with at least one appropriately rated pilot available to operate such air charter and air taxi aircraft.

4. AERIAL APPLICATION AND SEEDING OPERATIONS

~~An FBO or~~ A SASO desiring to engage in aerial application operations must hold an appropriate operator's certificate issued by the FAA, comply with the requirements of the State of Utah and the Airport's Storm water Pollution Prevention Plan, and provide as a minimum the following:

a. *Personnel:* The ~~FBO or~~ SASO shall provide at least one person holding a current FAA commercial pilots license, properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah. Any pilot involved with any aerial application must hold the appropriate

certificates from the State of Utah Department of Agriculture and Food.

b. *Aircraft:* The ~~FBO or~~ SASO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah.

c. *Storage:* The ~~FBO or~~ SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Federal and State environmental regulations and Occupational Health and Safety Administration (OHSA) requirements.

d. *Cleaning:* The ~~FBO or~~ SASO shall provide a DEQ/EPA approved washing area if the washing involves an aircraft that has been exposed to chemicals.

e. *Building:* The ~~FBO o~~r SASO shall provide or lease at a minimum, 140 square feet to conduct operations. The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OHSA) requirements.

f. *Insurance:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

5. SPECIALIZED AIRCRAFT REPAIR SERVICE (~~i.e.~~ airframe, powerplant, avionics, instrument or propeller)

a. *Building:* The SASO shall construct or lease a building to provide office space, public restrooms, and sufficient space to work indoors on aircraft, avionics, instruments, propellers, or other repairs or services.

b. *Performance of Services:* The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.

~~a.~~c. *Personnel:* ~~The FBO or SASO shall provide at least one FAA certified employee qualified in accordance with the terms of the repair service offered, on duty at least eight hours per day, five days per week~~. At least one properly

FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be available as necessary.

~~b.~~d. *Equipment~~Building~~:* The ~~FBO or~~ SASO shall maintain adequate space, tools and equipment, as determined by the Airport Manager, to perform the services offered.

~~c.~~e. *Spare parts:* The ~~FBO or~~ SASO shall have access to adequate spare parts and accessories necessary to provide the services offered.

6. AIR CHARTER-AIR TOUR FLIGHTS

A ~~FBO or~~ SASO desiring to provide air charter and/or scenic flight services greater than 25 statute miles from the Airport under Federal Aviation Regulation 14CFR Part 135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, be properly registered with the Utah Aeronautics Commission, if required by state law or regulation, and provide as a minimum the following services and facilities:

a. *Building:* The ~~FBO or~~ SASO shall provide or lease at least 140 square feet of office space. The SASO shall also make arrangement for the use of additional adequate space in the same facility for reception and passenger waiting areas and restroom facilities. This additional space may be common with other users in the facility.

b. *Personnel:* The ~~FBO o~~r SASO shall employ or contract for at least one FAA certified commercial pilot, appropriately rated to conduct the operations performed.

c. *Aircraft:* The ~~FBO o~~r SASO shall own or lease at least one properly certified and maintained single engine aircraft. ~~equipped for VFR operations.~~

~~d. *Hours of Operation:* The FBO or SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. Extended or "on-call" hours are encouraged. The hours of operation shall be conspicuously posted.~~

~~e.~~d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

7. COMMERCIAL HANGAR LEASING

Any ~~FBO or~~ SASO desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum

the following services and facilities:

a. *Land:* Leasehold shall contain adequate land area to accommodate all building structures and parking areas.

b. *Building:* Construct or lease a hangar or building of at least 2,500 contiguous square feet which meets the City's approval.

c. *Parking:*
Lessee shall lease from the city a minimum of two parking spaces or more as appropriate for a proposed hangar unit. Other parking accommodations may be appropriate with the approval of the airport manager.

d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

e. *Restrooms:* - Lessee shall provide at least one restroom per hangar development as approved by the airport manager.

~~8. AIRFRAME OR POWERPLANT/SPECIALIZED AIRCRAFT REPAIR SERVICES~~

~~A SASO desiring to engage in airframe or powerplant repair service must provide as a minimum the following services and facilities:~~

~~a. *Land:* The leasehold lessee or sub shalllessee shall have contain at least 3,500 contiguous square feet for an adequate building and required setbacks.~~

~~b. *Building:* Construct or lease a building of at least 3,000 contiguous square feet to provide office space, public restrooms and sufficient space to work indoors on aircraft, avionics, instruments or propellers.~~

~~c. *Personnel:* At least one properly FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be available as necessary~~

~~d. *Hours of Operation:* The SASO shall provide services at least eight hours each day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.~~

~~e. *Performance of Services:* The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to~~

~~be placed within the building.~~

~~f. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outline in Section VI.~~

~~9.~~8. SPECIALIZED COMMERCIAL ACTIVITIES

a. *Parachute Jumping:* No commercial parachute jumping clubs or organizations desiring to engage in parachute jumping above or onto the Airport will be allowed without the special permission of the Airport Management. In the event that permission is granted. Then the operator must as a minimum provide the following:

i. Obtain the written permission of the Airport Manager.

ii. Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.

111. Provide the Airport with a general liability insurance policy that names the City as an additional insured party, in an amount to be determined by the City. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

b. *Flying Clubs:* An entity organized for the express purpose of providing its members with aircraft for their personal use only, must provide the following as a minimum:

i. Documentation of the clubs corporate status, a list of all members and a list of all Club-owned or - leased aircraft. The Club shall be an entity organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. The ownership of the aircraft must be vesting in the name of the Club. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft. Financial records shall be provided to the Airport Manager no less than annually or as requested.

ii. Provide the Airport Manager with proof of insurance coverage meeting the requirements outlined in Section VI.

c. *Other Commercial Aeronautical Activities:*

Other commercial aeronautical activities not specifically

addressed in this part shall be approved on a case-by-case basis by the City. Examples may include, but are not limited to, commercial banner towing, aircraft paint, aircraft restoration, avionics, instrument or propeller repair facilities. Other commercial aeronautical activities may also include an amateur-built aircraft manufacturer or sport pilot/light-sport aircraft service provider.

Applications for activities not specifically addressed under these standards must contain all information requested in Section II of these standards. Minimum standards for other aeronautical activities will be created and adopted into these Standards as determined to be necessary by the City Council of ~~Hurricane City~~the City.

SECTION VI - MINIMUM INSURANCE REQUIREMENTS

Dependent upon the type of activity or activities conducted, the Operator will be required throughout the term of its lease or agreement under standards to obtain insurance of the types and amounts set forth by the City. All insurance must meet the following requirements:

A. Prior to commencement of operations, the Operator will be required to provide the Airport Manager with proper evidence of insurance covering its operations on the Airport as specified in this section.

B. Such evidence of insurance must name ~~the City of Hurricane~~the City as an additional insured.

C. Evidence of insurance must also provide ~~the City of Hurricane~~the City with at least 30 days notice of any policy change, cancellation or termination.

D. The Operator must also provide a waiver of subrogation to the benefit of ~~the City of Hurricane~~the City.

Section VII - LEASE TERMS and CONDITIONS

It shall be the policy of ~~the City of Hurricane~~the City to negotiate such lease terms and conditions as may be appropriate to the type of business operation being proposed, scale and scope of proposed investment into the Airport, and appropriate term length not to exceed a base term length of 20 years, with a single five year extension option, subject to the approval of ~~the City of Hurricane~~the City.

Section VIII - NON COMMERCIAL ACTIVITIES

A Non-Commercial Hangar Operator (Operator) is an Entity that develops/constructs and owns one or more hangar structures used for Non-Commercial storage of aircraft.

No Commercial Aeronautical Activity of any kind shall be permitted on or from the leased premises.

Non Commercial Hanger space is limited to aircraft storage *only* .*If an aircraft is stored in a hangar and there is excess space for additional property owned solely by the hangar owner, this additional property may be stored with the approval of the ~~a~~Airport ~~m~~Manager as long as it meets all storage and safety requirements in this document and in the Hurricane City Rules and Regulations document.* ~~Vehicles, trailers, motorhomes, or any other items not associated with aeronautical activities are prohibited. However, a hangar owner may park his/her personal vehicle (car/truck) being utilized for transportation to and from the hangar inside that structure while utilizing their aircraft. This section is intended to prevent the routine or term storage of non-aeronautical vehicles or property in an airport hangar, not to prevent an owner from parking his/her incidental transportation inside the hangar while utilizing their aircraft.~~

Operator shall not be permitted to sublease any land or Improvements on the leased premises for any purpose.

~~Public Facilities – The City is permitted to store and maintain equipment at the Hurricane City Airport.~~ The City, as the owner of the Airport, is permitted to store and maintain equipment and supplies at the Airport, including equipment and supplies related to airport maintenance and responding to emergencies.

Hurricane City Municipal Airport
Hurricane, Utah

Rules and Regulations

Adopted and Approved
[date of approval]
Hurricane City Council

Table of Contents

Table of Contents 2

Purpose 4

Definitions 5

Airport Manager 8

Permission to Use Airport Conditional 8

Approval of Aviation Operations 8

Rules and Regulations 10

A. Compliance w/ State and Other Regulations 10
B. Vehicle Operations 10
C. Security 11
D. Aircraft Operations 11
E. Aircraft Parking 13
F. Hangar Use 13
G. Safety Prohibitions 14
H. Accidents / Incidents 15
I. Nuisances 16
J. Pedestrians 16
K. Operators to keep the Rules and Regulations 16
L. Refuse 17
M. Construction 17
N. Special Events 17
O. Noise Sensitive Areas 17
P. Self-Services 19

Q. Storage and Maintenance 19
R. Structure Design 20
S. Commercial Standards 20
T. Enforcement / Appeal 20

PURPOSE

These Rules and Regulations, hereafter referred to as “regulations”, have been adopted by the Hurricane City Council and approved through *resolution* by this council. These regulations are designed to establish the structure necessary to ensure the continued viability and safety of the airport for its users and for the citizens of Hurricane.

These Standards are intended to be reasonable, non-arbitrary and non-discriminatory. These standards apply equally to everyone using the airport and shall be observed, abided by, and obeyed.

All aeronautical activities, operations, piloting of aircraft, business, and other activities at the airport shall be conducted in accordance with these rules and regulations, Hurricane City’s Minimum Standards for Commercial Aeronautical Activities, other Hurricane City Codes, Federal Aviation Administration, Utah Department of Transportation, and National Fire Prevention Association standards as appropriate.

DEFINITIONS

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

ACCIDENT - An occurrence associated with the operation of an aircraft which any person suffers death or serious injury or in which the aircraft receives substantial damage.

AERIAL APPLICATIONS - The business of making aerial applications of fire retardants, fertilizers, pesticides, seeding or other dusts or sprays.

AGL – refers to actual altitude above average elevation of terrain or "above ground level".

AIR SALES OPERATOR - A person, firm or corporation engaged in the business of buying, selling and exchanging new or used aircraft.

AIR TAXI OPERATOR - A person, firm or corporation engaged directly in air transportation of passengers and/or property subject to the provisions of FAR Part 119 and FAR part 135 of the federal aviation regulations and holding any required certification from the Federal Aviation Administration the state of Utah.

AIRCRAFT - Any device used or intended to be used for flight in the air, including, but not limited to, airplanes, ultralights, balloons, and gliders of all types.

AIRCRAFT HANGAR – A building on the airport with the primary purpose of storing an aircraft.

AIRCRAFT RADIO - Instrument, Propeller and Accessories Shop - A person, firm or corporation engaged in FAA approved aircraft, radio, and instrumentation or propeller business, including sales, service, repair, exchange and installation of new and/or used aircraft radio equipment, instruments or propellers and parts.

AIRPORT - All City owned or leased real or personal property comprising the Hurricane City Municipal Airport as now existing or as the same may hereafter be expanded and developed.

AIRPORT BUILDING STANDARDS – The Hurricane City Airport Minimum Building Standards as adopted and amended from time to time.

AIRPORT MANAGER - The duly appointed manager of the Hurricane City Airport or his/her designee.

AIRPORT MINIMUM STANDARDS – The Hurricane City Airport Minimum Standards for Commercial Aeronautical Services, as adopted and amended from time to time.

AOA - Airport Operations Area

BASED AIRCRAFT – Any aircraft habitually parked or stored on the airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported onto the airport and assembled and flown from the airport.

CITY – Hurricane City.

CITY COUNCIL – The governing body of the municipality which owns the Airport and is the final authority in all matters of policy.

COMMERCIAL ACTIVITY - The conduct of any aspect of a business or concession on the airport for revenue, whether intended to be profit producing or nonprofit.

CONTROLLED ACCESS AREA - All areas of the airport enclosed by fence or other barrier and to which vehicular access may be obtained only through electronically activated gates.

FAA – The Federal Aviation Administration or duly designated representative thereof.

FIXED BASE OPERATOR (FBO) - A person, firm or corporation subject to the provisions of a lease engaging in the delivery of fuel and oil products into aircraft, in addition to at least two of the following services:

- The sales, service, exchange, renting or leasing of new and used aircraft, and/or aircraft parts, accessories and hardware;
- The repair, overhaul, maintenance and modification of general aviation aircraft and/or aircraft equipment using FAA certified mechanic(s) or under the provisions of an FAA approved Part 145 repair station;
- The conduct of FAA approved pilot flight and ground school training under the provisions of FAR Part 61 or FAR Part 141;
- Charter flight services which may include aerial photography, advertising, map making and aerial application services.

FLIGHT SCHOOL OPERATOR - A person, firm or corporation engaged in an FAA approved pilot flight training school under the provisions of FAR Part 61 or FAR Part 141, limited to dual and solo flight training in fixed and/or rotary wing aircraft and such related ground school instruction as is necessary to prepare a student pilot to take a written examination and practical test for pilot certificate or appropriate aircraft rating from the FAA.

FUEL HANDLING - The transportation, delivery, fueling and draining of fuel or fuel waste products.

FUEL STORAGE AREA - Any portion of the airport designated temporarily or permanently by the Airport Manager as areas in which AvGas or any type of fuel may be stored or loaded.

GENERAL AVIATION SPECIALTY SHOPS - Aircraft Maintenance: A person, firm or corporation engaged in the business of providing FAA approved routine, normal and preventive maintenance of general aviation aircraft.

LAW ENFORCEMENT OFFICER (LEO) – Any sworn peace officer, City Police, County Sherriff, UHP, or similar law enforcement personnel that may be on the Airport in the line of assigned duty.

MOVEMENT AREA - The runways, taxiways and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

OPERATIONAL AREA - Any place on the airport not leased or designated to anyone for occupancy.

PARK OR PARKING - The standing of an aircraft or vehicle, whether occupied or not.

PUBLIC AREA - Those areas normally used by the general public, including structures and facilities such as roadways, sidewalks and terminal buildings that are maintained and kept at the airport for use by the general public.

SASO – A specialized aeronautical service provider performing less than full FBO services.

SELF-SERVICE – The fueling, washing, servicing, repair, touch-up painting or maintenance of an aircraft performed by the owner or operator of the aircraft by themselves, and using his or her own tools and equipment. Self-Service cannot be contracted out to another party. Maintenance, preventive maintenance, repair, alterations, is authorized under Self-Service provided the Self-Service is performed in accordance with FAR Parts 43, 65, 91, or 103 as, appropriate to the aircraft.

SIDA - Security Identification Display Area

THROUGH-the-FENCE OPERATIONS – "Through-the-fence" are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered through-the-fence operations as long as NO commercial activity takes place.

AIRPORT MANAGER

The City Council may employ a qualified individual to manage, direct, and coordinate the operations and maintenance of the airport in order to ensure compliance with all federal, state and city regulations. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the airport and to oversee all airport operations consistent with these standards. The Airport Manager shall coordinate airport affairs with the Federal Aviation Administration, Utah Department of Transportation Aeronautical Division and other applicable agencies to ensure that the ongoing needs of the airport are met.

PERMISSION TO USE AIRPORT CONDITIONAL

Any permission granted by the City, directly or indirectly, expressed or by implication, to enter upon or use the airport or any part thereof, including, but not limited to, operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at the airport, persons doing business with the airport, its lessee, sub lessee and permit tees, and all other persons whatsoever whether or not of the type indicated, is conditioned upon compliance with this chapter and any rules, regulations or procedures promulgated hereunder; entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with this chapter and such rules, regulations and procedures. The City reserves the right to deny any or all usage of the airport to any person or persons for cause.

APPROVAL OF AVIATION OPERATIONS

Any person wishing to commence commercial activities or operations at the airport shall submit all information and material in accordance with Section II of the Airports Minimum Standards for Commercial Aeronautical Activities as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will forward the complete materials to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies within ten (10) business days.

The business licensing officer will collect payment from the applicant upon receipt of a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:

1. Verification of professional license (if applicable).

2. Business name registered with the Department of Commerce.

3. A passed fire inspection is completed.

4. An active sales tax number for the City is provided (if applicable).

5. For any new construction a certificate of occupancy must be issued first.

RULES AND REGULATIONS

The following rules and regulations will govern the conduct of all persons at the airport, whether engaged in aeronautical activities or otherwise:

A. Compliance with State and Other Regulations

1. No person shall navigate, land aircraft upon, or conduct any aircraft operations on or from the airport other than in conformity with FAA rules and regulations.

2. All vehicles operated on airport property within the controlled access area shall be maintained in a safe operating condition in accordance with the Utah Department of Transportation (UDOT) codes and standards. All fuel trucks operating on the airport must meet UDOT standards and adhere to the Uniform Fire Code (UFC), National Fire Protection Agency (NFPA) or any City Fire regulations.

B. Vehicle Operations

1. Only bona fide emergency vehicles, airport maintenance vehicles, and those vehicles belonging to aircraft owners, and/or operators, and hangar owners may be operated on the ramp, taxiway, runway portions of the airport. With the operations of ground vehicles on the taxiway or runway being further restricted to those situations necessary to respond to an emergency, airport maintenance, or to the positioning of or retrieval of gliders or ultralight aircraft. In all cases the operator of a ground vehicle will give the right of way to all pedestrians and all aircraft taxing, taking off or landing.

2. No vehicles shall ever be parked unattended on the runway, nor shall any vehicle ever be parked unattended on any portion of any taxiway or ramp such as to deny or restrict the free passage of any aircraft to/from any hangar, tiedown or parking spot.

3. No motor home, travel trailer, boat trailer, horse trailer, utility trailer, any other type of powered or unpowered vehicle, shall be stored at the airport; provided, however, that the following are permitted: 1. Trailers specially designed and constructed to store/transport gliders and ultralight aircraft; 2. Mobile refueling equipment used for refueling aircraft by an authorized fuel provider; 3. Trailers and equipment used by airport personnel for airport maintenance activities; 4. Operational automobiles parked in long term parking; 5. City Public Facilities storage. If stored in public view, these items may only be stored in those areas that have been designated by the Airport Manager.

4. No bicycles, motorbikes, motorcycles, or all-terrain vehicles shall be

operated on any portion of the runway, taxiway, or ramp except where such operation is approved by the Airport Manager and is conducted by the owner/operator of any aircraft or lessee of any hangar at the airport.

5. Except for emergency response vehicles and aircraft in the act of taking off or landing, no person may operate a motor vehicle on any portion of the airport at a speed greater than 15 MPH, nor may any person operate any vehicle in a careless or reckless fashion.

6. General vehicle parking on the airport will only be in those locations designated by the Airport Manager. Lease holders may park in areas adjacent to their leased facilities, when in the opinion of the Airport Manager, such parking will not create a hazard or conflict with any airport operation or activity. The Airport Manager will have the authority to move, or have moved, at the vehicle owner's expense, any vehicle parked in an inappropriate location.

C. **Security:**

1. The Airport Manager as well as hangar owners should be aware of those people who are on the airport as visitors. Visitors should be questioned as to the reason for their presence at the airport. The Hurricane City Police Department should be immediately notified of any suspicious person/s or activities.

D. **Aircraft Operation:**

1. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these Rules and Regulations, and all pertinent rules and regulations of the Federal Aviation Administration (FAA), UDOT/Aero and any other appropriate governmental agencies. Every person operating an aircraft is responsible for the safety of his/her operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.

2. The City Airport is a non-towered airport. Even though radio communications are not required, it is highly recommended that pilots have radio equipment permitting two-way communication to monitor the airport common traffic advisory frequency (CTAF) while in the vicinity of the airport.

3. All aircraft shall comply with the FAA Federal Aviation Regulations (FAR) and follow the appropriate taxiway and runway guidance markings and

lighting when operating on the airport.

4. Any aircraft weighing more than 12,500 lbs. aircraft gross weight is prohibited on the runway, taxiways or apron, unless approved by the Airport Manager.

5. Under no circumstances shall any person approach any aircraft, other than a pilot or certified aircraft mechanic, whether it is fixed wing or rotorcraft, until all blades or propellers have come to a complete stop. The only exception will be hot fueling in compliance with the operators hot fueling safety procedures.
6. Except in an emergency, rotorcraft are not permitted to perform autorotations to a running or skidding landing, or any other type of running or skidding landing, on any taxiway, runway, or other paved surface at the airport.

7. Lighter than air or hot air balloons are not permitted to land or take off from the airport without prior approval from the Airport Manager.

8. Parachuting activity over or onto the airport shall be conducted in accordance with all relevant requirements of FAR Part 105.

9. Ultralight operations at the Hurricane Airport shall be conducted in accordance with all relevant requirements of FAR Part 103, except for such deviations from that part as may be authorized by an FAA issued Grant of Exception.

10. The traffic pattern and rules for operating in that traffic pattern for the Hurricane Airport are as follows:

    a. The recommended primary runway shall be runway 19. The traffic pattern shall be a right-hand pattern and shall be flown by the powered aircraft (other than ultralights and similar aircraft) at an altitude of at least 800 to 1,000 feet above the published field elevation.

    b. The traffic pattern for runway 1 shall be a standard left hand pattern and shall be flown by powered aircraft (other than ultralights and similar aircraft) at an altitude of at least 800 to 1,000 feet above the published field elevation.

    c. The traffic pattern for ultralights, powered parachutes, and similar aircraft shall be the same as for other powered aircraft except it shall be flown at an altitude of at least 500 feet above the published field elevation.

    d. When departing south on runway 19 turn a right crosswind prior to the gravel pit (located left of runway centerline) to avoid a traffic conflict with any traffic from Sky Ranch.

Hurricane Airport is an uncontrolled airport, therefore pilots shall adhere to the “see and avoid ” concept. The CTAF for radio equipped aircraft is currently 123.05 mhz.

11. Use of an aviation transceiver to broadcast intentions is encouraged.

12. Aircraft are prohibited from taking off or landing anywhere on the Airport property other than the paved runway. Two exceptions to this rule are: 1. Helicopters may sidestep onto a paved taxiway provided the helicopter does not interfere with the normal movement of aircraft on the taxiway, and 2. Aircraft in an emergency situation. 3. Powered parachutes in approved taxiway by manager.

E. **Aircraft Parking**

1. All aircraft will be parked in areas designated by the Airport Manager. Each aircraft owner or operator occupying a hangar or tie down is responsible for adequately securing his/her own aircraft.

2. Helicopter operations shall be limited to areas designated by the Airport Manager.

3. Major repairs to aircraft or engines in a private hangar *shall not* be made unless it’s in accordance with FAR Parts 43, 65, 91, or 103.
4. Minor general maintenance or repairs to personal aircraft such as oil changes is permitted as applicable in FAA Part 43, appendix A(C)

5. No derelict, non flyable or un-airworthy aircraft will be permitted to tie down anywhere within at the airport for longer than a 30 day period without the permission of the Airport Manager. Aircraft in violation of this paragraph may be removed by the Airport Manager at the owner’s expense.

6. The city assumes no responsibility for damages by a third party or theft to aircraft or vehicles operated or parked at the airport. Transient and long term aircraft parking fees are set from time to time by the Airport Manager and the City Council.

F. **Hangar Use**

1. The primary purpose of an aircraft hangar is the storage of aircraft. An office, restroom, or similar facility may be contained within a hangar, but not to such extent that an aircraft cannot then be stored within the hangar.

2. Residential occupancy of a hangar of any length of time by any person(s) is prohibited with the exception of the Airport Manager.

G. **Safety Prohibitions**

1. All persons using the Airport or the facilities of the Airport in any way must exercise the utmost care to guard against fire and injuries to persons and property. The following are not authorized on the City Airport:

   a. Smoking within fifty feet (50') of any aircraft, fuel truck or fuel storage tank of any kind.

   b. Refueling or defueling of any aircraft is prohibited in any hangar.

   c. Refueling during an electrical storm is prohibited.

   d. While fueling aircraft, electronic devices such as cell phones, two way radio's, pagers, etc., shall not be worn or used until all fueling operations have been completed.

   e. Hot fueling aircraft while the propellers or blades are in motion is permitted if the operator complies with the provisions of the FAA's operators hot fueling safety procedures.

   f. Fueling shall be done in strict accordance with NFPA 407 requirements, City fire codes, and/or other applicable fire or hazardous materials regulations.

   g. .Self-fueling one's own aircraft from drums, small containers, or fuel systems is not permitted at the Airport unless verification has been completed by the Airport Manager that the following items have been received; appropriate insurance coverage has been obtained for conducting self-fueling operations including adding the City as an additional insured on such insurance coverage and completing an indemnification agreement with the City.

   h. Fuel services shall be administered only by an authorized fuel provider that adheres to the Airport Minimum Commercial Aeronautical Standards. All fuel for aircraft must be purchased from an authorized fuel provider on the airport unless approved by the Airport Manager and the requirements of G.1.g. are complied with.

   i. "Flagging" and/or "Hawking" is prohibited at the Airport. For the purposes of these regulations, this is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs, such signage to be approved by the Airport Manager.)

   j. Flying any type of drone or model aircraft at the airport is prohibited unless prior approval is given by the Airport Manager. Each drone or model aircraft operator must have in his/her possession a remote pilot certificate issued by the FAA, as applicable, and must adhere to the provisions of FAR Part 107 or Part 101 depending on the type of operation being conducted.

k. No parachutes, powered or otherwise, shall depart from or land at the Hurricane City American Legion Equestrian Park located adjacent to the Airport.

2. The following is prohibited in aircraft storage hangars:

   a. Starting or taxiing an aircraft

   b. Refueling of any aircraft

   c. . Major aircraft repairs and alterations as defined by the FAA may be completed by individuals (SASO operations or aircraft owners) that hold the Proper FAA credentials and/or certifications to do so. Hangar owners may construct a homebuilt aircraft in their hangar with the approval of the Airport Manager. Self-serve minor maintenance is limited to preventative maintenance as outlined in FAR Parts 43, 65,91, or 103 as applicable. All safety rules and regulations as described in this document as well as the City's Minimum Standards for the Airport, shall be complied with.

   d. Painting is prohibited. Self-service touch-up painting may be authorized with prior approval from the Airport Manager.

   e. Welding is prohibited.

   f. Open flame tools are prohibited.

   g. Storage of any Hazardous Materials other than oily waste rags is prohibited. Suitable small metal receptacles with self closing covers shall be provided by tenants for the storage of such items.

   h. Open storage of flammable materials is prohibited. One (1) suitable fire safe container, no larger than four (4) feet in width, and eight (8) feet in height, and complies with OSHA, UL, or NFPA Standards, may be used to store limited amounts of flammable materials such as small spray paint cans, that may be needed to support self-service maintenance requirements.

3. The City is authorized to conduct inspections of all areas leased to hangar tenants, including inspections of the interiors of hangars. A tenant's refusal to allow such inspections shall constitute a violation of these Rules and Regulations.

H. **Accidents/Incidents**

Persons involved in an aircraft accident affecting airport operations or damaging city property shall make a full verbal report to the Airport Manager or his/her designee within one hour after the accident. The report must include names and addresses, time, place, cause, injuries and other information requested by the Airport Manager. When a written report of an accident is required by the FAA or NTSB, a copy of such report shall be submitted to the Airport Manager. At accident

scenes, aircraft owners (and) the pilots or agents will promptly remove disabled aircraft, parts and accident debris unless directed by the Airport Manager, FAA, NTSB, or local authorities to delay such action pending an accident investigation. Damage sustained to the airport facility, grounds or buildings will be assessed as a claim against the responsible party.

I. **Nuisances**

1. Dismantled aircraft, aircraft parts, dismantled or inoperative aircraft or any other unsafe, un-kept, unsightly miscellaneous item or items in disrepair shall not be left over a period of 30 days in open view. This includes all movement areas as well as non-movement areas. If the Airport Manager determines that a violation has occurred, he shall so advise the owner. If not corrected within thirty (30) days, the Airport Manager may remove such items and bill the owner or operator for associated costs. Conditions involving safety issues shall be corrected within twenty-four (24) hours.

2. Any person, including the operators of an aircraft, causing overflowing of fuel and / or spilling of excess oil or grease on any apron will notify the Airport Manager immediately. The involved person shall be responsible for cleaning such areas and repair any damage thereto.

3. At no time shall engines be "run up" when other aircraft, hangars, shops, buildings or persons are in the path of the propulsion stream. Any person operating any vehicle or aircraft (including fixed wing and rotor) shall be responsible for damage or cleanup caused by such operations (i.e., scattering of debris from prop blast or rotor down wash).

J. **Pedestrians**

1. Hangar owners and aircraft operators may walk on any runway or taxiway when necessary to gain access to an aircraft, glider, or ultralight. This also applies to pilots and ground crew when involved in the launch or recovery of such aircraft; and for airport maintenance and debris removal, and to emergency personnel in the performance of their duties. Anyone walking on the runway shall remain alert for any aircraft operating in the traffic pattern.

2. On all areas of the airport, pedestrians will give way to all moving aircraft.

K. **Operators to keep the Rules and Regulations Availability**

All commercial operators with valid leases to perform aeronautical business on the airport shall keep a current copy of these rules and regulations prominently posted in their place of business and available for viewing to all who enter the facilities. It is the responsibility of all owners of aircraft based at the airport and pilots who regularly use the airport to be familiar with the contents of this document. The operators bear the responsibility for compliance and ignorance is not an excuse

for violation of any part of these rules and regulations.

L. **Refuse**

No person shall throw, dump or deposit any waste, refuse or garbage on the airport. All waste, refuse or garbage from airport operators or construction crews shall be placed and kept in closed garbage containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. Garbage containers and temporary restroom facilities must be in place before any construction starts.

M. **Construction**

In addition to the requirements of this paragraph, all construction at the Airport shall comply with the City's generally applicable ordinances, standards, and regulations governing such construction. Before any construction project begins on the airport, the contractor or his/her designated project supervisor will be required to attend a one hour training class on Airport Familiarization and Safety. The contractor is required to have in place one port a potty and one enclosed refuse dumpster prior to the start of construction per City Building Ordinance. The Airport Manager or his designee will attend the pre-inspection meeting to discuss the operations at the Airport. Attendance at the post inspection by the Airport designee will also be required before any final inspection is approved.

N. **Special Events**

Special events include but are not limited to the following:

Air shows	War bird shows
Balloon festivals	Fly-in meets or open house
Air races	Parachute team demonstrations

These special events require written permission and approval from the Airport Manager.

O. **Noise Sensitive Areas**

a. In addition to complying with FAR Part 91.119 for maintaining minimum altitudes over congested areas such as the residential areasof the City, pilots are expected to use good judgment and flight procedures that result in minimum noise over noise-sensitive areas. Compliance with the City's noise policy is strongly encouraged.

b. Noise abatement procedures.

The following voluntary procedures are defined to abate excessive noise at the airport:

a. Runway 19 should be used whenever wind conditions allow for safe landing and takeoff operations. If departing to the north using Runway

1, a left crosswind turn should be executed as soon as safely practical to avoid unnecessary overflight of residential areas.

b. All aircraft shall make a practical effort to reach pattern altitude (1000' AGL) before turning downwind. All aircraft departing the airport pattern area are to make a reasonable effort to climb to a minimum altitude of 1000' AGL before doing so utilizing the standard pattern legs as defined in Section 4-3-3 of the Aeronautical Information Manual (AIM).

c. All arriving aircraft utilizing the traffic pattern are to maintain a minimum of 1000' AGL until established in the pattern per guidelines found in the AIM.

d. Helicopters shall make a practical effort to vary the downwind distance from the runway when performing repetitive pattern work in order to reduce sustained ground noise under a particular flight path. See AIM 4-3-3(b).

e. Simulated forced landings and/or auto-rotations should not initiate until the aircraft reaches the typical pattern altitude of 1000' AGL.

f. Unless otherwise approved by the Airport Manager or a Memorandum of Understanding agreement between the City and the applicable entity, repetitive aircraft training operations should be limited to (2) 30 minute sessions within a 24 hour period Monday through Saturday for helicopters and/or aircraft that exceed 80 (eighty) decibel levels per noise measurement levels determined and defined in FAA Circular AC 36-IH. Repetitive pattern work for these aircraft is not to be flown on Sundays. This restriction shall not apply in emergencies, where necessitated by safety considerations, or when required by the Federal Aviation Administration.

g. Aircraft are not to be started, run-up, or depart the Airport between sunset and sunrise other than to make an immediate departure from the airport area.

h. All aircraft arriving between sunset and sunrise to be limited to one (1) full stop approach and landing sequence.

i. Repetitive pattern work, touch and go's, stop and go's, low approaches, or practice autorotations are not to be conducted between sunset and sunrise. 2.

EXCEPTIONS

The following categories of aircraft are exempt from airport noise abatement guidelines:

a. Aircraft operated by or under contact of the United States of America, any State, county, city, subdivision or special district of a state including military, firefighting, search & rescue, disaster relief, and medical evacuation flights;

b. Aircraft used for emergency purposes during an emergency officially

proclaimed by competent authority pursuant to the laws of the United States, the State of Utah, Washington County, or Hurricane City;

c. Civil Air Patrol aircraft when engaged in actual search and rescue missions;

d. Aircraft which have declared an inflight emergency;

e. Aircraft operating as air ambulance for medical purposes.

f. Aircraft engaged in take-offs or landings while conducting tests under the direction of the Airport Director.

P. SELF-SERVICES

The owner of an aircraft located on the airport is permitted to wash and to perform minor repairs and alterations to his/her own aircraft, provided there is no attempt to perform such services for others.

Commercial Activities

a. **No person shall operate a Commercial Activity of any nature that is based at or operated from the Airport unless the conduct of that activity has been approved by the City. A business not directly involved in any form of Aeronautical activity may be allowed only if such business would serve and support the airport and the flying community (e.g. an airport restaurant).**
b. **Any Commercial Activity based out of the airport shall require a business license from the City in addition to a commercial lease signed for the facility from which the Commercial Activity or business will be conducted.**
c. **All Commercial Activity must comply with all Federal, State and local regulations and with the City's Minimum Standards for Commercial Aeronautical Activities.**

Q. STORAGE AND MAINTENANCE

Aircraft storage hangars shall be used primarily for aircraft storage. No uncovered trash containers shall be maintained in any outside area, and areas to be used for trash or garbage containers shall be only those areas designated by the Airport Manager. All hangars and other premises including an area five (5) feet from the outside hangar wall on the airport shall be maintained by the lessee in a condition as to repair, cleanliness and general maintenance that is equal to the level of maintenance maintained by the City in comparable areas. Fuel and oil storage facilities must be approved by and in a location designated by the Airport Manager. Such storage shall comply with any regulations adopted pursuant to the Airports Commercial Standards, Rules and Regulations, as well as applicable federal, state and local fire codes pertaining to fire safety, including, but not limited to, the City Building Code, and the Uniform Fire Code.

R. **STRUCTURE DESIGN**

In order to assure an aesthetic appearance and harmonious design of airport improvements, new construction and remodeling or repainting of existing structures shall comply with the Airport Building Standards.

S. **COMMERCIAL STANDARDS**

In addition to compliance with the regulations set forth herein, the City Council has adopted Minimum Standards for Commercial Aeronautical Activities at the Airport to carry out the purposes of this chapter and serve the best interests of the City. Such standards shall be made available to all members of the public, both at the city recorder's office and from the Airport Manager. Failure to comply with such standards shall be considered a violation of this chapter, and the Airport Manager may deny the use and privileges of the airport to any such violator, subject to the appeal rights contained in the Enforcement; Appeal section of this chapter.

T. **ENFORCEMENT; APPEAL**

The primary concern of Airport Management is the safe and efficient operations of the Airport.

A. Citations

The City may issue citations for violations of this chapter, including the rules and regulations contained in this chapter, and/or promulgated pursuant to the Commercial Standards of this Chapter. The city may take enforcement action as set forth herein or it may initiate legal action as it may deem appropriate.

B. Appeal

Any person, who feels aggrieved by staff enforcement of this chapter, rules and regulations promulgated hereunder, or the Minimum Standards for Commercial Aeronautical Activities promulgated hereunder, may Appeal any decision. Appeals shall be made in writing to the City Manager, who after due consideration, shall rule on the matter. Final appeal may be made to the Mayor and City Council. The sole exception to the appeal process herein provided shall apply to criminal citations under state or city traffic law and emergency or safety issues.

Hurricane Municipal Airport

Minimum Standards For Commercial Aeronautical Activities

Adopted and Approved
[date of approval]
Hurricane City Council

TABLE OF CONTENTS

Table of Contents		2
Introduction/General		3
Section I.	Definitions	5
Section II.	Application Requirements	9
Section III.	General Conditions and Requirements	11
Section IV.	Action upon Application	17
Section V.	Minimum Standards	18
A.	Fixed Base Operators	18
B.	Specialized Aviation Service Operators	23
1.	New and/or used aircraft sales	24
2.	Flight Instruction and/or aircraft rental	24
3.	Air Charter and Air Taxi service	25
4.	Aerial applications and seeding operations	25
5.	Specialized aircraft repair service	26
6.	Air Charter and Air tour flights	26
7.	Commercial hangar leasing	27
8.	Specialized commercial activities	28
Section VI.	Minimum Insurance Requirements	30
Section VII.	Lease Terms and Conditions	30
Section VIII.	Non Commercial Activities	31

INTRODUCTION

The Hurricane Municipal Airport ("Airport") is the primary general aviation air transportation facility for Hurricane City. The Airport is owned by Hurricane City and daily operations of the Airport are overseen by the Airport Manager, who is appointed by the City.

These Minimum Standards for Commercial Aeronautical Activities ("Standards") have been developed and adopted to protect and promote in a reasonable manner the best interests of the public by requiring a minimum level and quality of facilities and services required of commercial aeronautical businesses at the Airport. These Standards are designed to provide reasonable opportunity, without discrimination, for the non-exclusive conduct of aeronautical activities at the Airport.

The City reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed activities or to protect or improve the Airport or the quality of service provided to the public.

It should be emphasized that this document specifies the Minimum Standards that must be met to conduct commercial aeronautical activities at the Airport. Applicants and operators are encouraged to exceed these minimums whenever possible.

GENERAL

A. No entity, including those under sublease, shall engage in any commercial aeronautical activity or business of any nature whatsoever on Airport property, except with the prior written approval of the City.

B. Such written approval by the City is issued through either a signed lease agreement with the City if land and/or facilities are leased from the City, or a written Lease Agreement under the Minimum Standards if the activity will be operating under a sublease from an existing Airport tenant.

C. In the event these Minimum Standards, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses,

sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.

D. These Standards do not pertain to military operations.

E. All activities at the Hurricane Municipal Airport are subject to and must comply with all existing and future applicable laws, ordinances, rules and regulations of the Airport, the City, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

SECTION I - DEFINITIONS

As used in these Standards, the following definitions apply:

Aeronautical Activity - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Agreement - A written contract, executed by both parties, and enforceable by law between the City and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or prohibiting the conduct of certain activities.

Aircraft Maintenance - The repair, adjustment, maintenance, alteration, preservation, and/or inspection of aircraft airframe or power plant, including the replacement of parts. Major repairs include major alterations to the airframe, power plant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or power plant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

Airframe and Power Plant Mechanic - A person who holds an Aircraft mechanic certificate with both the airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65.

Airport Layout Plan - The currently approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the City.

Hurricane City - Referred to as the "City", means Hurricane City, the fee simple owner and operator of the property that comprises the Airport.

Commercial Operator - An Entity engaging in a Commercial Aeronautical Activity.

Commercial Aeronautical Activity - Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished.

Entity - A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.

Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more Entities, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (FAA) - All branches, offices and officers of the United States Department of Transportation, Federal Aviation Administration

Fixed Base Operator (FBO) - A commercial tenant which provides for aircraft services as outlined in Section V.

General Aviation - All aviation with exception of air carriers (including cargo) and government. General aviation aircraft are utilized for commercial and noncommercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Manager - The Airport Manager of the Hurricane Municipal Airport as appointed by the City.

Master Plan - The current Master Plan report, which is an assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - Qualifications, standards and criteria, established by the City as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.

National Fire Protection Association (NFPA) - All codes, standards, rules and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial Flying Club - Any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

Non-Commercial Operator - An Entity that either owns or leases and operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. Notwithstanding the foregoing, the Non-Commercial Operator shall neither offer nor engage in Commercial Aeronautical Activities. For purposes of these Minimum Standards, all government agencies shall be considered Non-Commercial Operators.

Operator - The entity responsible for the operations of a commercial aeronautical activity.

Repairman - A person who holds an aircraft repairman certificate, with appropriate ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Repair Station - A certificated aircraft maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Rules and Regulations - The rules and regulations as may be promulgated and adopted from time to time by the City to protect the public health, safety, interest and welfare of the Airport.

Specialized Aviation Service Operator (SASO) - A commercial aeronautical activity that provides one or more commercial services as outlined in section V.

Hurricane Municipal Airport - Referred to as the "Airport", means the property allocated for the operation of the Hurricane Municipal Airport in Hurricane City, State of Utah, as depicted on the current Airport Layout Plan.

Through the Fence Operations - "Through-the-fence" are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property.

Recreational, light sport, and glider aircraft that are designed to be transported by a trailer shall not be considered through the fence operations as long as NO commercial activity takes place.

SECTION II - APPLICATION REQUIREMENTS

Applications for permission to conduct any commercial aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. Applicants are strongly encouraged to visit with the Airport Manager to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application.

The applicant shall submit all information and material necessary or requested by the City to establish to the City's satisfaction that the applicant will qualify and comply with these Standards. Failure by the applicant to submit any of the requested information may be grounds for denial of the application. All such applications must include all that are applicable to the applicant of the following:

1. Name, mailing address and phone number of applicant(s).

2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.

3. Individual or business name and mailing address to appear on the lease or agreement.

4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.

5. A list of any applicable federal, state or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.

6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.

7. A description of the services to be offered, including all of the intended services upon completion or the installation of the facility.

8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.

9. A description of the building space to be constructed, including square footages, building types and intended use of each. For buildings proposed to be constructed, the applicant shall provide certification that it will comply with all building standards as adopted by the City as they apply to the Airport.

10. The estimated total cost of construction and improvements.

11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan).

12. The hours of operations and number of employees.

13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.

14. A certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VI.

SECTION III - GENERAL CONDITIONS AND REQUIREMENTS

The following general conditions and requirements shall apply to all commercial aeronautical activities and will be included in all commercial aeronautical activity leases or any written agreement. These are basic clauses only and more specific clauses, covenants and language, dependent upon the particular activity authorized by the City, may be included in the lease or agreement:

If an Operator desires to sublease space to another Operator, the Operator must obtain the written approval from the City to sublease the space. The sub lessee must apply for and obtain a permit to operate at the Airport, and must satisfy the applicable Minimum Standards to provide sub lessee's proposed Commercial Aeronautical Activity.

A. NON DISCRIMINATION:

Premises are to be operated for the use and benefit of the public. Non-discrimination means:

1. To furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport;

2. To furnish said service on an equal and non-discriminatory basis to all users thereof;

3. To charge reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers;

4. The Operator, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner. The Operator further agrees to comply with enforcement procedures as the United States might demand that the City take in order to comply with the Airport's Federal Assurances.

B. AIRCRAFT SERVICE BY OWNERS OR OPERATORS OF AIRCRAFT

It is to be clearly understood by all Operators under these Standards that no right or privilege has been granted which would serve to prevent other aircraft owners or Operators (commercial or non-commercial) on the Airport from performing any service on their own aircraft. This does not

preclude the Operator under these Standards from restricting the activities of others on its own leasehold.

C. NON-EXCLUSIVE RIGHT

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a written agreement.

D. RIGHTS RESERVED

The City further reserves the right to designate specific Airport areas for activities in accordance with the Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.

The City reserves the right to take any action it considers necessary to protect the navigable airspace and aerial approaches of the airport against obstruction, together with the right to prevent Operators from erecting, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

The City reserves the right to prohibit any Entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any Entity) upon determination by the City that such Operator has not complied with these Minimum Standards, the Rules and Regulations, applicable regulatory measures, directives issued by the City, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or improvements located at the Airport.

If the City determines there are more qualified applicants seeking to provide a particular Commercial Aeronautical Activity than there is space or demand at the airport for such service, the City may select the Commercial Aeronautical Activity provider through a competitive solicitation or request for proposals.

E. GROUNDS FOR DENIAL

The City may reject any proposal or application for any one (1) or more reasons including, but not limited to, the following:

The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City.

The Entity's proposed activities and/or improvements will create a safety hazard at or on the Airport.

The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the City.

No appropriate, adequate, or available land and/or improvement exists at the Airport to accommodate the proposed activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.

The proposed activities and/or improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the Entity.

The development or use of the land requested by the Entity will result in a congestion of Aircraft and/or the improvements will, in the sole discretion of the City, unduly interfere with activities of any existing Operator on the Airport and/or prevent adequate access to the leased premises of any existing Operator.

The Entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

The Entity or an officer, director, agent, representative, shareholder, or employee of the Entity has a record of violating or is in violation of City regulatory measures (or any other airport sponsor), the FAA, or any other regulatory measure applicable to the Airport and/or the Entity's proposed Activity.

The Entity or an officer, director, agent, representative, or shareholder of the Entity has defaulted in the performance of any lease, sublease, agreement, or permit at the Airport or at any other airport.

The Entity does not exhibit adequate financial responsibility or capability to undertake the proposed activity.

F. AIRPORT DEVELOPMENT

The City reserves the right to further develop Airport property or improve the

landing areas of the Airport as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance.

Location. FBOs and SASOs may be situated only in those areas of the Airport specified for such use in the Airport Layout Plan (ALP) and the Airport Master Plan or otherwise approved by the Airport Board.

G. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The City reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.

H. NATIONAL EMERGENCY

During time of war or national emergency, the City shall have right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be suspended.

I. AIRPORT OBSTRUCTIONS

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. FAA Part 77 regulations also apply.

J. SUBORDINATION

These minimum standards shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

K. HAZARDOUS MATERIALS AND WASTE

The Operator shall not discharge, deposit or store any waste or hazardous materials on the Airport. The Operator's operating area shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner to minimize any hazards. The operator must comply with the Airport's Stormwater Pollution Prevention Plan as appropriate. Examples of hazardous materials and waste include, but are not limited to, garbage; used fluids such as oil, chemicals, or fuel; scrap materials or other debris.

L. OPERATION AREA

The Operator shall not conduct any of its business or activities on any area except those specified in the lease or agreements under these Minimum Standards.

M. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

The Operator shall comply with all federal, state and local rules and regulations which may pertain to its operation on the Airport and all future revisions thereto.

N. APPROVAL OF CONSTRUCTION

No buildings, structures, tiedowns, ramps, paving, taxi area, drains, earthwork or any other improvements or additions to the Airport shall be placed or constructed, or altered or removed at the Airport without the prior written approval of the City. Applicable City permits must be obtained by the Operator prior to any such work. The Operator must conform to all requirements in the Airport Building Standards.

A pre-construction meeting must take place with the Airport Manager or designee before any work can begin. A post inspection meeting must take place before final approval of the project can be awarded.

0. CHANGE IN SERVICES OFFERED

Once a lease or agreement is entered into, the Operator may not add or delete services offered without the prior consent of the City. Any additional services contemplated must meet the requirements outlined in these standards. A change in services offered may require a change in leased area. Any such modification may be subject to a modification of rates and charges.

P. RIGHT OF RELOCATION

The City shall have the right to relocate the Operator's Premises when necessary to accommodate the Airport development. The need for such relocation shall be solely determined by the City. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the right, within ten (10) calendar days of receipt of the cities written notice of impending relocation, to provide written notice to the Airport Manager that Operator disagrees with the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the City shall have the right to unilaterally decide the matter, and Operator agrees to and shall abide by the cities decision, subject to such rights of termination as Operator may have under its Lease or Permit. If the City requires the Operator to relocate its facilities during the term of its Agreement, the City will reimburse the Operator for its documented actual and reasonable out- of-pocket relocation expenses, if any, but the City shall have no liability for increased overhead or operating costs, or lost profits or revenue of Operator, if any, arising out of such relocation.

Q. THROUGH THE FENCE ACTIVITIES

"Through the fence" Activities are prohibited at the Hurricane Municipal Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered through the fence Operations as long as NO commercial activity takes place.

SECTION IV - ACTION UPON APPLICATION

Upon receipt of an application to conduct a commercial general aviation activity under these standards, the Airport Manager will review the application to ensure its completeness and compliance with the requirements of Section II, Application Requirements.

A. Applicant shall submit all information and material in accordance with Section II as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will turn the packet over to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.

B. The business licensing officer will collect payment from the applicant once they have a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:

1. Verification of professional license (if applicable).

2. Business name registered with the Department of Commerce.

3. A passed fire inspection is completed.

4. An active sales tax number for the City is provided (if applicable).

5. For any new construction a certificate of occupancy must be issued first.

SECTION V - MINIMUM STANDARDS

A. FIXED BASE OPERATOR

A Fixed Base Operator (FBO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with the following:

1. Sale of aviation jet fuel, aviation gasoline and oil
2. Ramp services, aircraft loading, unloading and towing
3. Aircraft repair and maintenance
4. Commercial aircraft storage

In addition to the general requirements of the Minimum Standards, each Fixed Based Operator at the Airport shall comply with the following minimum standards set forth in this section.

NOTE: Only FBOs will be authorized to offer retail sales and/or delivery into- plane of aircraft fuels. City also retains its right to offer retail sales and/or delivery into-plane of aircraft fuels.

Such services may be provided by the FBO or under contract with another Operator. If such service requirements are to be provided by another Operator, that Operator shall separately apply for approval under these standards and shall be responsible for payment of all fees, rates or charges established by the City. Fixed Base Operators must meet the following general minimum standards and requirements as well as those for the specific services they provide:

SCOPE OF ACTIVITY

Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.

FBO's products and services shall include the following:

1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

   a. FBO shall deliver and dispense jet fuel, avgas, and aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.

   b. FBO shall provide a response time of no more than 30 minutes during required hours of activity (excepting situations beyond the control of the FBO).

c. FBO shall provide fueling services after hours, 24 hours per day, by means of on-call personnel. A 30 minute response time from notification shall be achieved (excepting situations beyond the control of the FBO).

2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

a. FBO shall meet, direct, and park all aircraft arriving on Operator's leased premises.

b. FBO shall provide a lounge for pilots and their crew members.

c. FBO shall provide arrival and departure services for aircraft using Operator's leased premises including crew and passenger baggage handling.

d. FBO shall provide parking and tie-down of aircraft upon the Operator's leased premises.

e. FBO shall provide for hangar storage of aircraft.

f. FBO shall provide oxygen, nitrogen, and compressed air services.

g. FBO shall provide lavatory services and aircraft cleaning services.

h. FBO shall make available aircraft ground power units.

i. FBO shall provide courtesy transportation, utilizing Operator's vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.

j. FBO shall make available crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).

k. FBO shall make available aircraft catering arrangements.

3. Aircraft Maintenance

a. FBO shall provide aircraft maintenance on the airframe, power plants, and associated systems of general aviation aircraft up to turboprop aircraft normally frequenting the airport. In addition, FBO shall be properly certified as an FAA Aircraft Repair facility and have available a certified A & P mechanic during normal business hours.

b. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sub-lessee(s) who meet the minimum standards for Aircraft Maintenance Operator and operates from the FBO's leased premises.

LEASED PREMISES

FBO shall have adequate land, apron, paved tie-down, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of FBO and all approved sub-lessees. A comprehensive site plan for all activities must be approved by the City and may require a Development Agreement approved by the City.

(1) Vehicle Parking - All landside vehicle parking belonging to the lessee shall comply with the City zoning ordinance requirements. Storage of trailers, motorhomes, un-operational vehicles, etc., in the landside or airside parking areas of a leased facility or business is not allowed. Areas other than leased site parking may be subject to time limited parking regulations as posted. Items left over fifteen (15) days may be towed at the owner's expense unless approved by the Airport Manager.

FUEL STORAGE

FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport with appropriate leak containment provisions, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City.

Fuel storage facility shall have a total capacity for three (3) days peak supply of fuel for aircraft being serviced by an FBO.

FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport. Security fencing surrounding the Operators fuel storage facility must be in place at all times.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

FUELING EQUIPMENT

All equipment necessary to adequately support all required activities shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, EPA and/or UDOT regulations.

FUELING INSPECTIONS

Hurricane Municipal Airport, Airport Operations Department, under FAA Part 139.321 regulations, are required to inspect an FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non compliance issues may violate the operating lease of the Operator. A Letter of Correction or violation must be repaired no later than 30 days from the inspection date.

GENERAL EQUIPMENT

FBO shall have the following equipment:

1. Adequate equipment for providing sufficient ground power units for aircraft normally frequenting the Airport.

2. One (1) courtesy vehicle (capable of accommodating four **(4)** passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants in close proximity.

3. One (1) aircraft tug (and tow bar) with at least a rating capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft normally frequenting the Airport.

4. One (1) fuel spill kit

5. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles.

6. All equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications.

7. All vehicles shall display proper company identification placards and a rotating beacon as required by the current FAA FAR Part 139 regulations for access into all Airport Operation Areas.

PERSONNEL

Provide qualified employees to perform all required activities. Where required, the Operator shall provide the City with copies of all necessary personnel training certificates and licenses. All personnel must attend an Airport Familiarization class upon hire and attend a refresher course once annually.

COMMUNICATIONS

The FBO shall at all times maintain an active telephone service with current telephone numbers that can be accessed by the public during required business hours. Each FBO is required to monitor the local CTAF during business hours.

AIRPORT SECURITY

The Operator, its employees, agents, customers, and contractors, shall comply fully with The Airport Security Plan. Transportation Security Administration Part 1542 and 1544 applies.

The Operator shall designate a responsible person for the coordination of all security communications and procedures with the Airports Security Coordinator.

The Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Airports Security Coordinator no later than 7 days before Operator commences activities at the Airport. The Operator is solely responsible for implementation of and compliance with The Operator's security plan.

HOURS OF OPERATION

The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than eight hours per day, seven days per week. Hours of operation may be seasonally adjusted with prior approval of the Airport Manager and shall be conspicuously posted. The FBO shall provide a 24 hour fueling capability (including "on call" service) to the customer or provide a self serve fueling system that will accept alternative payment.

AIRCRAFT REMOVAL

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request, or as soon as practical, in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft Removal Plan and have the equipment readily

available that is necessary to remove the general aviation aircraft normally frequenting the Airport.

INSURANCE

Except as otherwise provided for herein, the FBO shall maintain, at a minimum, the coverage and limits of insurance set forth by the City as outlined in Section VI.

RAMP SERVICES, REPAIR AND MAINTENANCE

a. *Maintenance:* The FBO shall provide, at least eight hours per day, six days per week, adequate equipment, facilities and appropriately certificated personnel for performing at least preventive aircraft airframe and powerplant repair and maintenance as outlined in Federal Aviation Regulation 14CFR Part 43, appendix A.

b. *Ramp Services:* The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshalling and towing, ground power service and lavatory service.

AIRCRAFT LOADING, UNLOADING AND TOWING

The FBO shall provide adequate loading, unloading and towing equipment and trained operators to accommodate the based and transient general aviation aircraft generally utilizing the airport.

B. SPECIALIZED AVIATION SERVICE OPERATOR (SASO}

A Specialized Aviation Service Operator (SASO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with *one or more* of the following activities or services:

1. Airframe or powerplant repair
2. Aircraft Inspection & Avionics Certification
3. Aircraft flight instruction
4. Aircraft rental
5. Aerial application
6. Air charter-air taxi service
7. Air charter-air tours
8. Commercial Hangar Leasing
9. Specialized Commercial Activities

Facilities shall include appropriate customer and administrative areas.

SERVICES AND STANDARDS

Specialized Aviation Service Operators must meet the following minimum standards and requirements according to the service(s) provided:

1. NEW AND/OR USED AIRCRAFT SALES

a. *Building:* For businesses involved in aircraft sales, the SASO shall provide suitable office space, as determined by the Airport Manager, for conducting sales and keeping proper records in connection herewith.

b. *Records:* The SASO shall provide records of all sales of aircraft to the Airport Manager. The FBO shall remit any and all applicable fees and/or taxes as established by City, State of Utah, and/or Airport.

c. *Personnel:* The SASO shall provide, (or contract for) during posted business hours, at least one person having a current pilot certificate with appropriate ratings for the types of aircraft being demonstrated for sale.

2. FLIGHT INSTRUCTION AND/OR AIRCRAFT RENTAL

a. *Instructors:* The SASO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a sport pilots license.

b. *Aircraft:* If flight instruction is provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for flight instruction. If aircraft rentals are provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for aircraft rental. If both services are offered, these can be the same aircraft, provided they are properly equipped and certificated for both instruction and rental.

c. *Building:* The SASO shall provide adequate facilities for storing, parking, serving and repairing aircraft used for flight instruction or aircraft rental. The SASO shall provide or lease at least 140 square feet of office space and such additional space needed to provide instruction, classroom training activities, and restroom facilities, as determined by the Airport Manager. This additional space may be common with other users in the facility.

d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

d. *Part Time Flight Instruction:* An Entity may provide "part time" or "guest instructor" flight training not to exceed ten (10) hours a month, without the office and aircraft requirements, provided that such an Entity satisfies the requirements for insurance coverage and indemnification for the City.

3. AIR CHARTER AND AIR TAXI SERVICE

a. *Aircraft and registration:* The SASO shall provide on-demand air charter and air taxi service with at least one aircraft in accordance with Federal Aviation Regulation 14 CFR Part 135. If required, the SASO shall be properly registered with the Utah Aeronautics Commission.

b. *Personnel:* The SASO shall employ or contract with at least one appropriately rated pilot available to operate such air charter and air taxi aircraft.

4. AERIAL APPLICATION AND SEEDING OPERATIONS

A SASO desiring to engage in aerial application operations must hold an appropriate operator's certificate issued by the FAA, comply with the requirements of the State of Utah and the Airport's Storm Water Pollution Prevention Plan, and provide as a minimum the following:

a. *Personnel:* The SASO shall provide at least one person holding a current FAA commercial pilots license, properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah. Any pilot involved with any aerial application must hold the appropriate certificates from the State of Utah Department of Agriculture and Food.

b. *Aircraft:* The SASO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation 14 CFR Part 137 and applicable regulations of the State of Utah.

c. *Storage:* The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Federal and State environmental regulations and Occupational Health and Safety Administration (OHSA) requirements.

d. *Cleaning:* The SASO shall provide a DEQ/EPA approved

washing area if the washing involves an aircraft that has been exposed to chemicals.

e. *Building:* The r SASO shall provide or lease at a minimum, 140 square feet to conduct operations. The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OHSA) requirements.

f. *Insurance:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

5. SPECIALIZED AIRCRAFT REPAIR SERVICE (airframe, powerplant, avionics, instrument or propeller)

a. *Building:* The SASO shall construct or lease a building to provide office space, public restrooms, and sufficient space to work indoors on aircraft, avionics, instruments, propellers, or other repairs or services.

b. *Performance of Services:* The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.

c. *Personnel:* At least one properly FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be available as necessary.

d. *Equipment:* The SASO shall maintain adequate space, tools and equipment, as determined by the Airport Manager, to perform the services offered.

e. *Spare parts:* The SASO shall have access to adequate spare parts and accessories necessary to provide the services offered.

6. AIR CHARTER AND AIR TOUR FLIGHTS

A SASO desiring to provide air charter and/or scenic flight services greater than 25 statute miles from the Airport under Federal Aviation Regulation 14CFR Part 135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, be properly registered with the Utah Aeronautics Commission, if required by state law or regulation, and provide as a minimum the following services and facilities:

a. *Building:* The SASO shall provide or lease at least 140 square feet of office space. The SASO shall also make arrangement for the use of additional adequate space in the same facility for reception and passenger waiting areas and restroom facilities. This additional space may be common with other users in the facility.

b. *Personnel:* The r SASO shall employ or contract for at least one FAA certified commercial pilot, appropriately rated to conduct the operations performed.

c. *Aircraft:* The r SASO shall own or lease at least one properly certified and maintained single engine aircraft.

d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

7. COMMERCIAL HANGAR LEASING

Any SASO desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum the following services and facilities:

a. *Land:* Leasehold shall contain adequate land area to accommodate all building structures and parking areas.

b. *Building:* Construct or lease a hangar or building of at least 2,500 contiguous square feet which meets the City's approval.

c. *Parking:* Lessee shall lease from the city a minimum of two parking spaces or more as appropriate for a proposed hangar unit. Other parking accommodations may be appropriate with the approval of the airport manager.

d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

e. *Restrooms:* - Lessee shall provide at least one restroom per hangar development as approved by the Airport Manager.

8. SPECIALIZED COMMERCIAL ACTIVITIES

a. *Parachute Jumping:* No commercial parachute jumping clubs or organizations desiring to engage in parachute jumping above or onto the Airport will be allowed without the special permission of the Airport Manager. In the event that permission is granted then the operator must as a minimum provide the following:

i. Obtain the written permission of the Airport Manager.

ii. Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.

111. Provide the Airport with a general liability insurance policy that names the City as an additional insured party, in an amount to be determined by the City. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

b. *Flying Clubs:* An entity organized for the express purpose of providing its members with aircraft for their personal use only, must provide the following as a minimum:

i. Documentation of the clubs corporate status, a list of all members and a list of all Club-owned or Club-leased aircraft. The Club shall be an Entity organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. The ownership of the aircraft must be vesting in the name of the Club. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft. Financial records shall be provided to the Airport Manager no less than annually or as requested.

ii. Provide the Airport Manager with proof of insurance coverage meeting the requirements outlined in Section VI.

c. *Other Commercial Aeronautical Activities:*

i. Other commercial aeronautical activities not specifically addressed in this part shall be approved on a case-by-case basis by the City. Examples may include, but are not limited to, commercial banner towing, aircraft paint, aircraft restoration, avionics, instrument or propeller repair facilities. Other commercial aeronautical activities may also include

an amateur-built aircraft manufacturer or sport pilot/light-sport aircraft service provider.

ii. Applications for activities not specifically addressed under these standards must contain all information requested in Section II of these standards. Minimum standards for other aeronautical activities will be created and adopted into these Standards as determined to be necessary by the City Council of the City.

SECTION VI - MINIMUM INSURANCE REQUIREMENTS

Dependent upon the type of activity or activities conducted, the Operator will be required throughout the term of its lease or agreement under standards to obtain insurance of the types and amounts set forth by the City. All insurance must meet the following requirements:

A. Prior to commencement of operations, the Operator will be required to provide the Airport Manager with proper evidence of insurance covering its operations on the Airport as specified in this section.

B. Such evidence of insurance must name the City as an additional insured.

C. Evidence of insurance must also provide the City with at least 30 days notice of any policy change, cancellation or termination.

D. The Operator must also provide a waiver of subrogation to the benefit of the City.

Section VII - LEASE TERMS and CONDITIONS

It shall be the policy of the City to negotiate such lease terms and conditions as may be appropriate to the type of business operation being proposed, scale and scope of proposed investment into the Airport, and appropriate term length not to exceed a base term length of 20 years, with a single five-year extension option, subject to the approval of the City.

Section VIII - NON COMMERCIAL ACTIVITIES

A. Non-Commercial Hangar Operator (Operator) is an Entity that develops/constructs and owns one or more hangar structures used for Non-Commercial storage of aircraft.

B. No Commercial Aeronautical Activity of any kind shall be permitted on or from the leased premises.

C. Non-Commercial Hanger space is limited to aircraft storage *only .If an aircraft is stored in a hangar and there is excess space for additional property owned solely by the hangar owner, this additional property may be stored with the approval of the Airport Manager as long as it meets all storage and safety requirements in this document and in the Hurricane City Rules and Regulations document.*

D. Operator shall not be permitted to sublease any land or Improvements on the leased premises for any purpose.

E. The City, as the owner of the Airport, is permitted to store and maintain equipment and supplies at the Airport, including equipment and supplies related to airport maintenance and responding to emergencies.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of the r**evocation of the business licens**e for IZ Towing.

Discussion: IZ Towing received a home-based business license in April 2023 for towing personal property. In May 2024, code enforcement began receiving complaints from neighbors about business vehicles being parked on the street. A notice was sent informing the owners that home-based businesses cannot use on-street parking for business vehicles. The owners met with staff to discuss the issue, and street parking ceased.

In October, new complaints arose regarding someone living in a trailer in the driveway. A notice was sent to the owner, stating that occupied trailers are not permitted on residential properties. When the owner failed to respond and the trailer remained, a violation notice was issued in December, warning that the business license was at risk due to noncompliance with city ordinances. The notice included a deadline for removing the trailer or facing a revocation hearing.

After no response from the owner, a revocation hearing notice was sent on January 28, 2025, providing another deadline for compliance. As of today, the trailer still appears to be occupied, with its pop-out extended and extension cords running to it. - Cindy Beteag

Findings:

Recommendation:

Taken 12/14/25 @ 2:30 p.m.

taken
2/13/25
12:30 p.m.

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

January 28, 2025

IZ Towing
Attn: Ismael Maimo Hernandez
291 N 3560 West
Hurricane, UT 84737

RE: Revocation Hearing

Mr. Hernandez:

This letter is issued in accordance with Hurricane City Code (HCC) Section 3-1-9, which requires compliance with all conditions and requirements of the licensing chapter and other applicable city ordinances. Failure to meet these conditions constitutes a violation of the Hurricane City business licensing code.

On December 26, 2024, a Notice of Violation was sent regarding an occupied recreational vehicle in your driveway. That notice gave a deadline to come into compliance by January 24, 2025. As of today's date, the violations have not been resolved. Therefore, this notice is to inform you that a hearing before the City Council has been scheduled to consider revocation of the business license for IZ Towing **UNLESS** the occupied recreational vehicle is removed from the residential property at 291 N 3560 West by February 14, 2025, at noon. This hearing is scheduled for Thursday, February 20, 2025, at 6:00 pm, or as soon thereafter as the matter can be heard, during the regular City Council meeting. The hearing will be held at the City Office located at 147 North 870 West, Hurricane. You have the right to appear at this hearing, to be represented by counsel, to hear the evidence against you, to cross examine witnesses, and to present evidence as to why the license should not be revoked.

If you have any questions or need clarification on how to
(435) 635-2811, extension 106. We encourage you to adc
enforcement actions.

Thank you,

Cindy Beteag

Cindy Beteag
City Recorder

cc: Code Enforcement, Fred Resch III
City Attorney, Dayton Hall
Licensing Department

9589 0710 5270 0018 4671 75

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and Fees
$

Postmark Here

Sent To IZ Towing

Street and Apt. No., or PO Box No. 1/28/25

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

December 26, 2024

IZ Towing
Attn: Ismael Maimo Hernandez
291 N 3560 West
Hurricane, UT 84737

RE: Final Notice of Violation

Mr. Hernandez:

This letter is being provided pursuant to Hurricane City Code ("HCC") section 3-1-9 to inform you that IZ Towing is currently in violation of the Hurricane City business licensing code. Specifically, failure to comply with any conditions and requirements of this chapter or other ordinances of the City constitutes a violation.

On October 7, 2024, a Notice of Violation was sent to you regarding an occupied recreational vehicle in your driveway. As of today, the recreational vehicle remains in violation. This letter serves as a final notice that if the recreational vehicle is not vacated by January 24, 2025, a revocation hearing will be scheduled with the City Council regarding your business license.

If you have any questions or need further clarification, please feel free to contact me at 435-635-2811, extension 106.

Thank you,

Cindy Beteag

Cindy Beteag
City Recorder

cc: Code Enforcement, Fred Resch III
City Attorney, Dayton Hall
Licensing Department

9589 0710 5270 0018 4671 06

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$ 9.64

Postmark Here

Sent To IZ towing 12/26/24

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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

taken 12/19/24

PLANNING & ZONING
HURRICANE CITY
UTAH

October 7, 2024

HERNANDEZ ISMAEL
291 N 3560 W
HURRICANE, UT 84737

Re: Case 231

The Property Located at 291 N 3560 W

NOTICE OF VIOLATION

Our records show you are the owner of the property listed above. If you are not, please let us know so we can contact the correct person.

We received a report to our Department that was verified by our Department that the property listed above was in violation of following Ordinance(s):

HCC 10-43-3 *C.Location of an occupied recreational vehicle. No occupied recreational vehicle shall be located anywhere within the City except as follows:*

1.Within a

:a.Recreational vehicle park;

b.Manufactured/mobile home park, subject to the requirements of subsection 10-43-6A2b of this chapter; or

c.Designated camping area; and

2.As a dwelling for members of an immediate family (parents, children, brothers, or sisters), subject to the requirements of section 10-43-4 of this chapter.

This letter is an official notice of the violations listed above, and the property will be reinspected in 30 days to ensure compliance. Continued violations may result in fines and penalties as allowed by Hurricane City Code and Utah State Law. Furthermore, the business license at this address may be revoked pursuant to HCC 3-1-9. If you have any questions, please contact me at (435) 635-2811 ext. 110.

Sincerely,

Fred Resch III
Code Enforcement Officer

Inspected October 7, 2024

PLANNING & ZONING
HURRICANE CITY
UTAH

May 2, 2024

HERNANDEZ ISMAEL
291 N 3560 W
HURRICANE, UT 84737

Re: Case 218

The Property Located at 291 N 3560 W

Our records show you are the owner of the property listed above. If you are not, please let us know so we can contact the correct person.

We received a report to our Department that the licensed home based business located at this address was in violation of following Ordinance(s):

HCC 10-42-4-Home based businesses-development standards

I.Traffic, parking, and access. No home based business use shall use on-street parking for business customers or business vehicles.

This letter is an official notice of the Violation listed above, and the property will be reinspected in 30 days to ensure compliance. Continued violations will risk the revocation of your business license as well as other fines and penalties as prescribed under Hurricane City Code and Utah State law. If you have any questions, please contact me at (435) 635-2811 ext. 110.

Sincerely,

Fred Resch III
Code Enforcement Officer

Inspected May 2nd, 2024

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **local consent for a beer garden** at the Washington County Fair.

Discussion: Washington County is requesting local consent to operate a beer garden during the Washington County Fair, scheduled for April 11-19. The Sheriff's Department will oversee law enforcement at the event. The County has successfully hosted a beer garden at the fair for several years without any reported issues. Both staff and law enforcement have no concerns regarding the approval of local consent. - Cindy Beteag

Findings:

Recommendation:

Date of Application_____

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: Washington County

Business Phone: 435-301-7761 Email : susi@washcofair.net

Contact Person: Susi Lafaele

Business Address: 5500 W. 700 S. Hurricane UT 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): 111 E. Tabernacle Street St. George UT 84770
(Street Number) (City) (State) (Zip)

State Sales Tax Number: 12125513002 Does this business have a current DABC license: No

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

SECTION B — EVENT INFORMATION

Event Name: Washington County Fair

Event Venue: Washington County Legacy Park

5500 W. 700 S. Hurricane UT 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: April 11-19, 2025 Alcohol Service hours: 4:00pm to 9:00pm

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

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

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name:_____ Title:_____

Home Address:_____
(Street Number) (City) (State) (Zip)

Home Phone:_____ Cell Phone:_____

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

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

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

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

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

Suci Lafaele
Applicant

SUBSCRIBED AND SWORN TO before me this 23 day of Jan, 2025

Sarah Lloyd
Notary Public, State of Utah
Commission # 738590
My Commission Expires
August 06, 2028

Sarah Lloyd
(NOTARY PUBLIC OR CITY LICENSE OFFICER)

Office Use Only

TOTAL FEES $ Ø **AMOUNT PAID $** _____

DATE _____ **RECEIPT #** _____

CITY LICENSE NUMBER: _____

DATE APPLICATION WENT TO CITY COUNCIL: 2/20/25

DATE OF APPROVAL FROM STATE: _____

Parking
200 S
Regional Park Rd
Boxing
VIP and
ADA
Parking
Harmony
Building
Beer/
ID Station
Stage
Grafton
Building
Stage
Food Vendors
Parking
VIP
Rodeo
Concerts
Demolition Derby
Carnival
Stage
Pioneer Corner
Petting Zoo/
Animal Educatio
Center
Industrial Dr
5300 W
This map was created for informational purposes only and should not be used to find exact locations of property boundaries, as a legal document, or for property descriptions or determination of legal title, and should never be substituted for survey or deed information. Washington County makes no claim to the accuracy or completeness of the data used and assumes no legal liability for mistakes and/or errors in this data.

TEMPORARY BEER EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an applicant for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of beer on the event premises

AUTHORITY: Utah Code 32B-9-201

Hurricane, [X] City [ ] Town [ ] County
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: WASHINGTON COUNTY

Event Name: WASHINGTON COUNTY FAIR

Event location address: 5500 W 700 South (street) HURRICANE (city) UT (state) 84737 (zip)

On the 11-19 (dates) day(s) of APRIL (month), 2025 (year)

during the hours of 4-9 p.m. _____ (defined hours from – to), pursuant to the provision of Utah Code 32B-9.

_____
Authorized Signature

Nanette Billings/Mayor
Name/Title

2/20/2025
Date

This is a suggested format. A locally produced city, town, or county form is acceptable.
AS OF SEPTEMBER 1, 2015, LOCAL CONSENT MUST BE SUBMITTED TO THE DABC BY THE APPLICANT.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of local consent for a beer garden at the Hurricane Mountain Bike Festival.

Discussion: Silver Reef Brewing Co. is seeking local consent to operate a beer garden at the Hurricane Mountain Bike Festival on March 28-29 at Quail Creek State Park. A map outlining the designated area is attached. Both staff and law enforcement have reviewed the request and have no objections to its approval. - Cindy Beteag

Findings:

Recommendation:

Date of Application 2/4/2025

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

HURRICANE CITY
UTAH

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: ST GEORGE'S BEVERAGE CO LLC. DBA SILVER REEF BREWING CO

Business Phone: 626 354-5251 Email: MIKE.KEY@SILVERREEFBEV.COM

Contact Person: MICHAEL KEY

Business Address: 4391 S. ENTERPRISE DRIVE (Street Number) (Suite) ST GEORGE (City) UTAH (State) 84790 (Zip)

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

State Sales Tax Number: 1463677-001-STC Does this business have a current DABC license: YES

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

SECTION B — EVENT INFORMATION

Event Name: HURRICANE MOUNTAIN BIKE FESTIVAL

Event Venue: QUAIL CREEK STATE PARK

472 5300 W (Street Number) (Suite) HURRICANE (City) UT (State) 84737 (Zip)

Date (s) of the event: MARCH 28-29, 2025 Alcohol Service hours: 3 p.m. to 9 p.m.

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

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

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: DAVID MOODY Title: MANAGING OFFICER

Home Address: [redacted]

Home Phone: ____ Cell Phone [redacted]

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

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

Hurricane Mountain Bike Festival

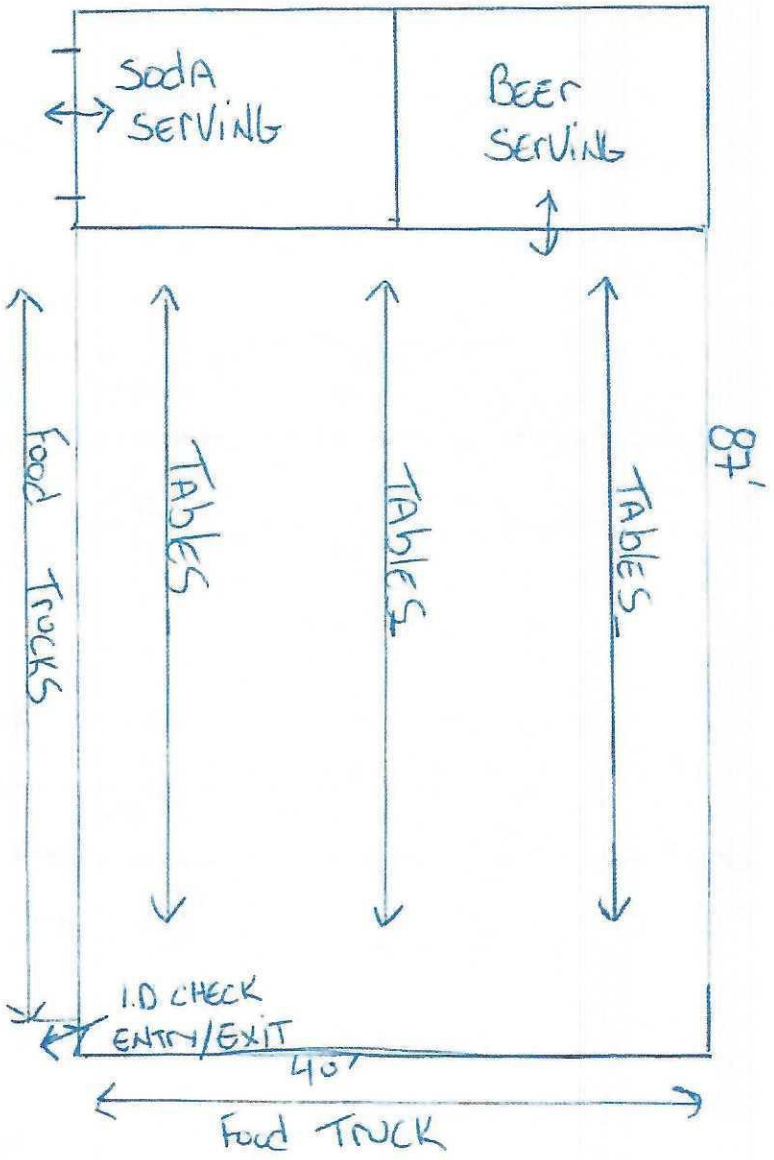
Beer Garden- March 28th and 29th 2025

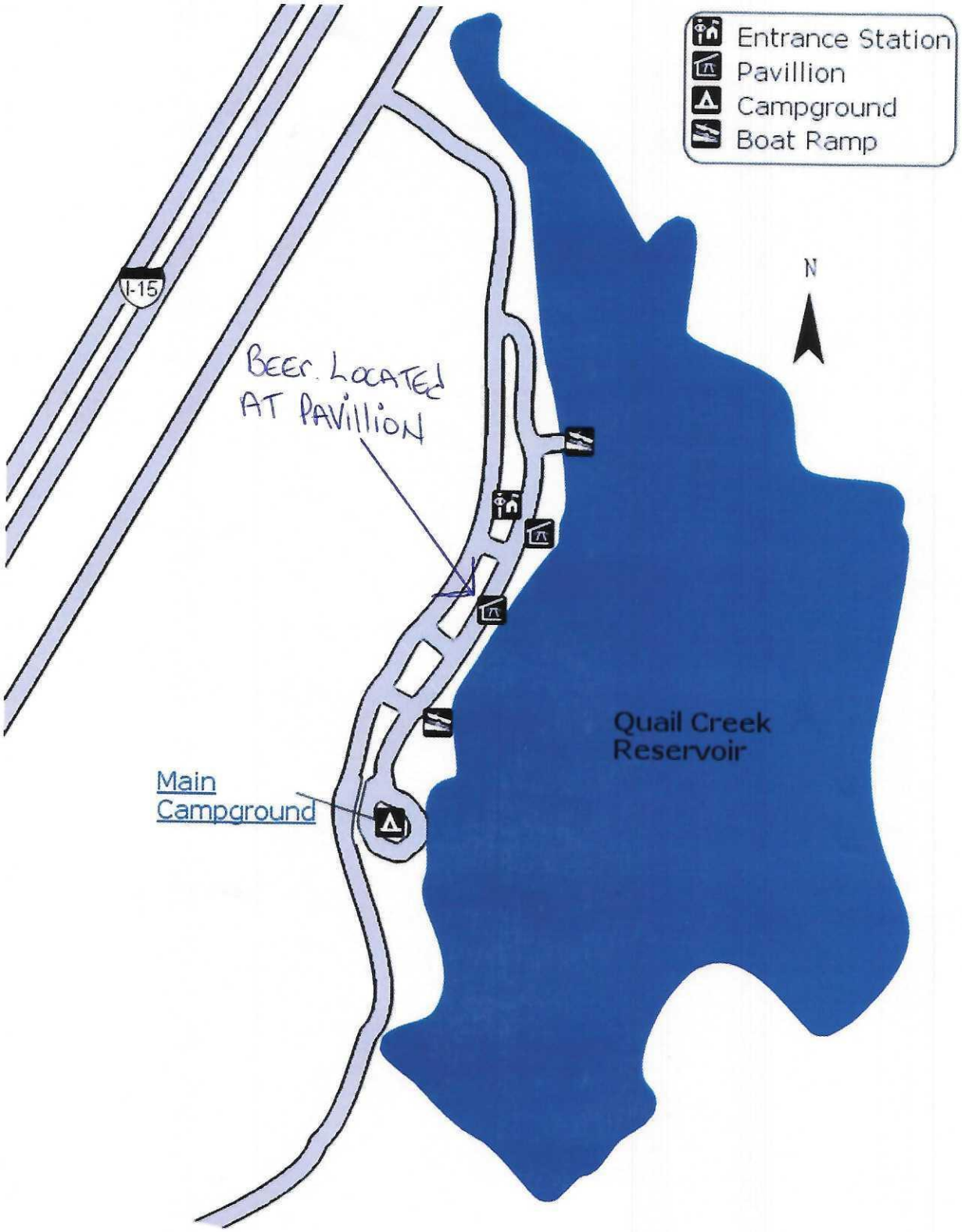
Beer Garden - Beer Garden will be fully fenced in with one entry/exit.

Security- There will be four security personnel at all times. One professional security and three security consisting of staff and volunteers.

Food- event will have a catered dinner each evening. **Beer is not included with dinner**. Beer will be sold separately.

Beer Garden hours- 3:00 to 9:00 P.M. each evening.




Entrance Station
Pavillion
Campground
Boat Ramp
N
I-15
BEER. LOCATED AT PAVILLION
Quail Creek Reservoir
Main Campground

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration of a resolution **authorizing the issuance and sale of water revenue bonds** and related matters.

Discussion: In June 2024, the Hurricane City Council approved a parameters resolution authorizing the issuance of bonds for completion of the Pressurized Irrigation Expansion System Project. At that time, approval was given in the amount of $14,000,000. As bids have come in, numbers have been refined and further direction from our project partners has resulted in the possible need for expansion of the financing parameters to complete the project.

In anticipation of possible project overruns, staff built a buffer of approximately $1,413,741 into the financing of the project. It appears there is a possibility that the currently approved amount will be insufficient. It is also quite entirely possible that that amount will be more than sufficient, and no further action will need to be taken by the council.

The City will have a bid opening on the final phasing of the project on Tuesday February 18th where the numbers will be much more accurate. After that, we should have a better understanding of most of the costs associated with the project.

It is important to note that the forward progress of any additional funding as a result of this agenda item is entirely contingent upon the City receiving additional funding through the NRCS. If that funding does not come through, there will not be financing available for that portion of the project and this additional requested amount will be void. To date, we do not know if the additional NRCS funding is approved.

Staff's recommendation to the council is pending the bid opening on February 18th. – Kaden DeMille

Findings:

Recommendation:

Hurricane, Utah

~~June~~February 20, ~~2024~~2025

The City Council (the "Council") of Hurricane City, Utah (the "City") met in regular public session at the regular meeting place of the Council~~,~~ on ~~Thursday, June~~February 20, ~~2024~~2025, at the hour of [6:00 p.m~~.,~~]., with the following members of the Council being present:

Nanette Billings	Mayor
David Hirschi	Councilmember
Kevin Thomas	Councilmember
Clark Fawcett	Councilmember
Drew Ellerman	Councilmember
Joseph Prete	Councilmember

Also present:

Kaden Demille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this ~~June~~February 20, ~~2024~~2025, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN ~~$14,000,000~~$_____ AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS~~, SERIES 2024~~ (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED) (THE "BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A ~~THIRD~~ SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, on June 20, 2024, the City Council (the "Council") of Hurricane City, Utah (the "City") ~~desires~~authorized the issuance of bonds (the "Initial Bonds") in an amount not to ~~finance~~exceed $14,000,00 for the purpose of financing all or a portion of the costs of construction of improvements to ~~its~~the City's water system (the "System~~"),~~") and all related improvements (~~collectively,~~ the "Project~~")~~"); and

WHEREAS, the State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources") has offered to purchase the Initial Bonds; and

WHEREAS, after review of the Project, and the associated scope and costs related thereto, the City has determined a potential need for additional funding to (a) ensure completion of the Project ; and (b) pay any costs of issuance with respect ~~to the Bonds herein described~~thereto; and

WHEREAS, to accomplish the purposes set forth in the preceding ~~recital, and subject to the limitations set forth herein~~recitals, the City now desires to ~~issue its~~authorize and approve the issuance and sale of additional Water Revenue Bonds~~, Series 2024 (to be issued from time to time as one or more series and~~ with such additional or other ~~series or~~ title and/or series designation(s) as may be determined by the ~~City) (collectively, the "Bonds"),~~officers of the City Council) in one or more series and to be issued from time to time (the "Bonds") in an aggregate principal amount not to exceed $_____, pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust (the "General Indenture") dated as of April 1, 2017, as previously supplemented

and as further supplemented by a ~~Third~~ Supplemental Indenture of Trust (the "~~Third~~ Supplemental" and together with the General Indenture, the "Indenture"), each by and between the City and Zions Bancorporation, National Association (the "Trustee"), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, in addition to its offer to purchase the ~~City Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement, if needed (the "Bond Purchase Agreement") to be entered into between the Issuer and a purchaser or purchasers selected by the Issuer for one or more series of the Series 2024 Bonds, in substantially the form attached hereto as Exhibit C; and~~

~~WHEREAS~~Initial Bonds, the State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources") has offered to purchase ~~a portion of~~ the Bonds; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to call a public hearing for this purpose and to post a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Bonds; and

WHEREAS, in order to allow the City flexibility in establishing the date of the public hearing and setting the pricing date of the Bonds to optimize debt service costs to the City, the Council desires to grant to any one of the City Manager or the Mayor (or Mayor Pro Tem) (each a "Designated Officer"), the authority to (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters"), and (c) establish the public hearing date with respect to the issuance of the Bonds;

NOW, THEREFORE, it is hereby resolved by the City Council of Hurricane City, Utah, as follows:

Section 1. For the purpose of (a) further financing the Project and (b) paying costs of issuance of the Bonds, the City hereby authorizes the issuance of the Bonds ~~which shall be designated "Hurricane City, Utah Water Revenue Bonds, Series 2024" (to be issued~~ from time to

time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed ~~Fourteen Million Dollars ($14,000,000).~~ _____ ($_____). The Bonds shall mature in not more than twenty- six (26) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five ~~and one-half~~ percent (5~~.50~~%) per annum, as shall be approved by the Designated Officer, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution and to establish the public hearing date with respect to the issuance of the Bonds.

Section 3. The ~~Third~~ Supplemental Indenture and the Bond Purchase Agreement in substantially the forms presented ~~to~~at this meeting and attached hereto as Exhibit B, and Exhibit C, respectively, are hereby authorized, approved, and confirmed. The Mayor or Vice Mayor and City Recorder are hereby authorized to execute and deliver the ~~Third~~ Supplemental Indenture and Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

Section 4. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the ~~Third~~ Supplemental Indenture, the Bond Purchase Agreement, the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor Pro Tem and the City Recorder are hereby authorized and directed to execute and seal the Bonds. The signatures of the Mayor or Mayor Pro Tem and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Bonds and the Indenture. No provision of this Resolution, the Indenture, the Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation

of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Indenture and tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Bonds are delivered to the purchaser or purchasers and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The City shall hold a public hearing on ~~July 18, 2024~~March 20, 2025 at [6:00 ~~p.m.,~~pm]., to receive input from the public with respect to (a) the issuance of the Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after ~~notice of~~ the ~~public hearing~~ Notice is ~~posted~~published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code~~ Annotated 1953, as amended,~~ , (ii) on the City's official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the posting date ~~of publication~~ thereof. ~~The~~In accordance with the provisions with the Act, the City directs its officers and staff to post and publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on ~~June~~February 20, ~~2024~~2025, the City Council (the "Council") of Hurricane City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series ~~2024~~2025 [A/B] (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) (collectively, the "Bonds") and provided for a public hearing to be called to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on ~~July 18, 2024~~March 20, 2025, at the hour of ~~-~~[6:00 p.m~~.~~.] at the Issuer's offices located at 147 North 870 West, Hurricane, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the proposed Bonds, and (b) any potential economic impact that the Project to be financed with the proceeds the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of construction of improvements to the Issuer's water system (the "System"), and all related improvements (collectively, the "Project") and (b) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than ~~Fourteen Million Dollars ($14,000,000),~~_____ ($_____), to mature in not more than twenty~~-~~ six (26) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five ~~and one-half~~ percent (5~~.50~~%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (the "General Indenture") dated as of April 1, 2017, as previously supplemented and as further supplemented by a ~~Third~~ Supplemental Indenture of Trust (the "~~Third~~ Supplemental Indenture" and together with the General Indenture, the "Indenture"), each by and between the City and Zions Bancorporation, National Association (the "Trustee"), and a Bond Purchase Agreement (the "Bond Purchase Agreement") which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture and Bond Purchase Agreement are to be executed by the Issuer in such forms and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Bonds for any reason and at any time up to the issuance of the Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Bonds are special limited obligations of the Issuer payable from the revenues of the System (the "Revenues").

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has $2,888,000 of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreport/s/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Kaden DeMille, City Manager (435) 635-2811, ext. 125.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds to be issued under the Act to finance the Project, if held until maturity, is ~~$26,642,355.~~$_____.

A copy of the Resolution, and the Indenture ~~and the Bond Purchase Agreement~~ are on file in the office of the City Recorder, 147 North 870 West, Hurricane, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Bond Purchase Agreement or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this ~~June~~February 20, ~~2024~~2025.

/s/ Cindy Beteag
City Recorder

Section 11. The City hereby reserves the right to opt not to issue the Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed ~~Fourteen Million Dollars ($14,000,000).~~ _____ ($_____).

APPROVED AND ADOPTED this ~~June~~February 20, ~~2024~~2025.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the duly appointed and qualified City Recorder of Hurricane City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on ~~June~~February 20, ~~2024~~2025, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

All members of the Council were duly notified of said meeting, pursuant to law.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on ~~June~~February 20, ~~2024~~2025, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was ~~posted~~published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102~~: (a~~ Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A~~-~~-16~~-~~-601, Utah Code~~ Annotated 1953, as amended, (b)~~ , (ii) on the City's official website, and (iii) in a public location within the offices of the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City this ~~June~~February 20, ~~2024~~2025.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice ~~of~~ (the "Notice") of the agenda, date, time and place of the ~~June~~February 20, ~~2024~~2025, public meeting held by the City Council of the City (the "Council ~~(the "Council")~~") by causing a Notice, in the form attached hereto as ~~follows:~~Schedule 1,

~~(a)~~ ~~By causing a Notice, in the form attached hereto as~~ Schedule 1, (i) to be posted at the ~~City's~~ principal offices of the City at least twenty~~-~~-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

~~(b)~~ ~~By causing a copy of such Notice~~ (ii)to be posted ~~on~~to the Utah Public Notice Website ~~(https://pmn.utah.gov)~~(http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

~~(c)~~ ~~By causing a copy of such Notice, in the form attached hereto as~~ Schedule ~~1,~~ (iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of ~~2024~~2025 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time~~,~~ and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website ~~created under Section 63A-16-601, Utah Code Annotated 1953, as amended,~~ , (b) on the City's official website, and (c) in a public location within the Offices of the City that is reasonably likely to be seen by residents of the City~~.~~..

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this ~~June~~February 20, ~~2024~~2025.

(SEAL)

By:_____
City Recorder

To be attached:
SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF ~~THIRD~~ SUPPLEMENTAL INDENTURE OF TRUST

~~EXHIBIT C~~

~~FORM OF BOND PURCHASE AGREEMENT~~

Hurricane, Utah

February 20, 2025

The City Council (the "Council") of Hurricane City, Utah (the "City") met in regular public session at the regular meeting place of the Council on February 20, 2025, at the hour of [6:00 p.m]., with the following members of the Council being present:

Nanette Billings	Mayor
David Hirschi	Councilmember
Kevin Thomas	Councilmember
Clark Fawcett	Councilmember
Drew Ellerman	Councilmember
Joseph Prete	Councilmember

Also present:

Kaden Demille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this February 20, 2025, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $_____ AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED) (THE "BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, on June 20, 2024, the City Council (the "Council") of Hurricane City, Utah (the "City") authorized the issuance of bonds (the "Initial Bonds") in an amount not to exceed $14,000,00 for the purpose of financing all or a portion of the costs of construction of improvements to the City's water system (the "System") and all related improvements (the "Project"); and

WHEREAS, the State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources") has offered to purchase the Initial Bonds; and

WHEREAS, after review of the Project, and the associated scope and costs related thereto, the City has determined a potential need for additional funding to (a) ensure completion of the Project ; and (b) pay any costs of issuance with respect thereto; and

WHEREAS, to accomplish the purposes set forth in the preceding recitals, the City now desires to authorize and approve the issuance and sale of additional Water Revenue Bonds with such additional or other title and/or series designation(s) as may be determined by the officers of the City Council) in one or more series and to be issued from time to time (the "Bonds") in an aggregate principal amount not to exceed $_____, pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust (the "General Indenture") dated as of April 1, 2017, as previously supplemented and as further supplemented by a Supplemental Indenture of Trust (the "Supplemental" and together with the General Indenture, the "Indenture"), each by and between the City and Zions Bancorporation, National Association (the "Trustee"), in substantially the form

presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, in addition to its offer to purchase the Initial Bonds, the State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources") has offered to purchase the Bonds; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to call a public hearing for this purpose and to post a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Bonds; and

WHEREAS, in order to allow the City flexibility in establishing the date of the public hearing and setting the pricing date of the Bonds to optimize debt service costs to the City, the Council desires to grant to any one of the City Manager or the Mayor (or Mayor Pro Tem) (each a "Designated Officer"), the authority to (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters"), and (c) establish the public hearing date with respect to the issuance of the Bonds;

NOW, THEREFORE, it is hereby resolved by the City Council of Hurricane City, Utah, as follows:

Section 1. For the purpose of (a) further financing the Project and (b) paying costs of issuance of the Bonds, the City hereby authorizes the issuance of the Bonds from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed _____ ($_____). The Bonds shall mature in not more than twenty six (26) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five percent (5%) per annum, as shall be approved by the Designated Officer, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the City,

provided that such terms are within the Parameters set by this Resolution and to establish the public hearing date with respect to the issuance of the Bonds.

Section 3. The Supplemental Indenture and the Bond Purchase Agreement in substantially the forms presented at this meeting and attached hereto as Exhibit B, and Exhibit C, respectively, are hereby authorized, approved, and confirmed. The Mayor or Vice Mayor and City Recorder are hereby authorized to execute and deliver the Supplemental Indenture and Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

Section 4. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Supplemental Indenture, the Bond Purchase Agreement, the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor Pro Tem and the City Recorder are hereby authorized and directed to execute and seal the Bonds. The signatures of the Mayor or Mayor Pro Tem and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Bonds and the Indenture. No provision of this Resolution, the Indenture, the Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Indenture and tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Bonds are delivered to the purchaser or purchasers and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of,

premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The City shall hold a public hearing on March 20, 2025 at [6:00 pm]., to receive input from the public with respect to (a) the issuance of the Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the posting date thereof. In accordance with the provisions with the Act, the City directs its officers and staff to post and publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on February 20, 2025, the City Council (the "Council") of Hurricane City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2025 [A/B] (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) (collectively, the "Bonds") and provided for a public hearing to be called to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on March 20, 2025, at the hour of[6:00 p.m.] at the Issuer's offices located at 147 North 870 West, Hurricane, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the proposed Bonds, and (b) any potential economic impact that the Project to be financed with the proceeds the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of construction of improvements to the Issuer's water system (the "System"), and all related improvements (collectively, the "Project") and (b) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than _____ ($_____), to mature in not more than twenty six (26) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five percent (5%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (the "General Indenture") dated as of April 1, 2017, as previously supplemented and as further supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), each by and between the City and Zions Bancorporation, National Association (the "Trustee"), and a Bond Purchase Agreement (the "Bond Purchase Agreement") which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture and Bond Purchase Agreement are to be executed by the Issuer in such forms and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Bonds for any reason and at any time up to the issuance of the Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Bonds are special limited obligations of the Issuer payable from the revenues of the System (the "Revenues").

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has $2,888,000 of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreport/s/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Kaden DeMille, City Manager (435) 635-2811, ext. 125.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds to be issued under the Act to finance the Project, if held until maturity, is $_____.

A copy of the Resolution, and the Indenture are on file in the office of the City Recorder, 147 North 870 West, Hurricane, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Bond Purchase Agreement or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this February 20, 2025.

/s/ Cindy Beteag
City Recorder

Section 11. The City hereby reserves the right to opt not to issue the Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed _____ ($_____).

APPROVED AND ADOPTED this February 20, 2025.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the duly appointed and qualified City Recorder of Hurricane City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on February 20, 2025, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

All members of the Council were duly notified of said meeting, pursuant to law.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on February 20, 2025, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the offices of the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City this February 20, 2025.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the February 20, 2025, public meeting held by the City Council of the City (the "Council") by causing a Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the City's official website, and (c) in a public location within the Offices of the City that is reasonably likely to be seen by residents of the City..

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 20, 2025.

(SEAL)

By:_____
City Recorder

To be attached:
SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF SUPPLEMENTAL INDENTURE OF TRUST

[THIRD/FOURTH] SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, ~~2024~~2025

by and between

HURRICANE CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust
Dated as of April 1, 2017

Table of Contents

Page

~~ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS ..... 3~~

~~Section 1.1 Supplemental Indenture ..... 3~~
~~Section 1.2 Uniform Definitions ..... 3~~
~~Section 1.3 Additional Definitions ..... 3~~

~~ARTICLE II ISSUANCE OF THE SERIES 2024 BONDS ..... 4~~

~~Section 2.1 Principal Amount, Designation and Series ..... 4~~
~~Section 2.2 Date, Payment Dates, and Interest ..... 4~~
~~Section 2.3 Delinquent Payment ..... 5~~
~~Section 2.4 Exchange of State Bonds ..... 5~~
~~Section 2.5 Designation of Registrar ..... 6~~
~~Section 2.6 Designation of Paying Agent ..... 6~~
~~Section 2.7 Limited Obligation ..... 6~~
~~Section 2.8 Optional Redemption and Redemption Prices ..... 6~~
~~Section 2.9 Sale of Series 2024 Bonds ..... 7~~
~~Section 2.10 Series 2024 Bonds as Additional Bonds ..... 7~~

~~ARTICLE III ADDITIONAL COVENANTS ..... 7~~

~~Section 3.1 Additional Covenants with Respect to the Series 2024 Bonds ..... 7~~
~~Section 3.2 Tax Matters ..... 8~~

~~ARTICLE IV APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS ..... 9~~

~~Section 4.1 Application of Proceeds of the Series 2024 Bonds ..... 9~~
~~Section 4.2 Series 2024 Acquisition/Construction Account ..... 9~~
~~Section 4.3 Series 2024 Debt Service Reserve Account ..... 9~~

~~ARTICLE V MISCELLANEOUS ..... 10~~

~~Section 5.1 Confirmation of Sale of Series 2024 Bonds ..... 10~~
~~Section 5.2 Severability ..... 10~~
~~Section 5.3 Counterparts ..... 10~~
~~Section 5.4 Applicable Law ..... 10~~
~~Section 5.5 Effective Date ..... 10~~

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS 3

Section 1.1 Supplemental Indenture 3
Section 1.2 Uniform Definitions 3
Section 1.3 Additional Definitions 3

ARTICLE II ISSUANCE OF THE SERIES 2025 [A/B] BONDS 4

Section 2.1 Principal Amount, Designation and Series 4
Section 2.2 Advances of Proceeds 4

Section 2.3 Date, Payment Dates, and Interest 4
Section 2.4 Delinquent Payment 7
Section 2.5 Exchange of State Bonds 7
Section 2.6 Designation of Registrar 7
Section 2.7 Designation of Paying Agent 7
Section 2.8 Limited Obligation 7
Section 2.9 Optional Redemption and Redemption Prices 7
Section 2.10 Sale of Series 2025 [A/B] Bonds 8
Section 2.11 Series 2025 [A/B] Bonds as Additional Bonds 8

ARTICLE III ADDITIONAL COVENANTS 8

Section 3.1 Additional Covenants with Respect to the Series 2025 [A/B] Bonds 8
Section 3.2 Tax Matters 10

ARTICLE IV APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS 10

Section 4.1 Creation of Series 2025 Accounts 10
Section 4.2 Application of Proceeds of the Series 2025 [A/B] Bonds 10
Section 4.3 Series 2025 [A/B] Acquisition/Construction Account .... **Error! Bookmark not defined.**
Section 4.4 Series 2025 [A/B] Debt Service Reserve Account **Error! Bookmark not defined.**

ARTICLE V MISCELLANEOUS 11

Section 5.1 Confirmation of Sale of Series 2025 [A/B] Bonds 11
Section 5.2 Severability 11
Section 5.3 Counterparts 11
Section 5.4 Applicable Law 12
Section 5.5 Effective Date 12

EXHIBIT A DESCRIPTION OF PROJECT A-1
EXHIBIT B-1 FORM OF STATE BONDS–SERIES 2024 .... B-1-1
EXHIBIT B-2 FORM OF EXCHANGE BONDS–SERIES 2024 .... B-2-1
EXHIBIT C COST OF ISSUANCE DISBURSEMENT REQUEST C-1
EXHIBIT D FORM OF REQUISITION D-1

[THIRD/FOURTH] SUPPLEMENTAL INDENTURE OF TRUST

This [Third/Fourth] Supplemental Indenture of Trust, dated as of _____, ~~2024~~[_____] 1, 2025, by and between Hurricane City, Utah, a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer has previously entered into a General Indenture of Trust, dated as of April 1, 2017 (the "General Indenture"), as previously supplemented with the Trustee; and

WHEREAS, on June 20, 2024, the Issuer authorized its Taxable Water Revenue Bonds, Series 2025[A/B] (the Series 2025 [A/B] Bonds") to finance all or a portion of the costs of construction of improvements to the Issuer's water system (the "System"), and all related improvements; in an amount not to exceed $14,000,000; and

WHEREAS, the Issuer desires to issue ~~a~~an additional Series of Bonds to finance all or a portion of the costs of construction of improvements to the Issuer's ~~water system (the "~~System~~"),~~, and all related improvements (collectively, the "Series ~~2024~~2025 Project"); and

WHEREAS the Issuer has determined to issue its Water Revenue Bonds, Series ~~2024~~2025 [A/B] Bonds in the aggregate principal amount of $_____ (the ~~"~~Series ~~2024~~2025 [A/B] Bonds") in order to (i) finance the Series ~~2024~~2025 Project and (ii) pay the costs of issuance of the Series ~~2024~~2025 [A/B] Bonds herein authorized; and

WHEREAS, the Series ~~2024~~2025 [A/B] Bonds will be authorized, issued, and secured under the General Indenture, as previously supplemented, and as further supplemented by this [Third/Fourth] Supplemental Indenture of Trust (the ~~"~~"[Third/Fourth] Supplemental Indenture~~,"~~,") and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, [the State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources~~")~~")] has agreed to purchase the Series ~~2024~~2025 [A/B] Bonds upon the terms and conditions herein set forth; and

WHEREAS, the execution and delivery of the Series ~~2024~~2025 [A/B] Bonds and of this [Third/Fourth] Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series ~~2024~~2025 [A/B] Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this [Third/Fourth] Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS [THIRD/FOURTH] SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series ~~2024~~2025 [A/B] Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price

thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this [Third/Fourth] Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, as supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security, and protection of all Reserve Instrument Providers, without privilege, priority, or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery, or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This [Third/Fourth] Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Uniform Definitions. All terms which are defined in the General Indenture shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below.

Section 1.3 Additional Definitions. In addition, for purposes of the General Indenture and this [Third/Fourth] Supplemental Indenture, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

""[Board of Water Resources" means the State of Utah Department of Natural Resources, Board of Water Resources.].

"Debt Service Reserve Requirement" means, with respect to the Series 20242025 [A/B] Bonds, the amount of $[528,000]$[_____] which shall be funded as provided in Section 4.4 herein.

"Interest Payment Date" means, with respect to the Series 20242025 [A/B] Bonds, each [December 1,], beginning [December 1, 2025.].

"Original Issue Date" means, with respect to the Series 20242025 [A/B] Bonds, their initial delivery date.

"Series 20242025 [A/B] Bonds" means the Issuer's Water Revenue Bonds, Series 2024,2025 [A/B], herein authorized.

" Series 20242025 [A/B] Bonds Series 2025 [A/B] Bonds.

Series 2025 [A/B] Bonds "Series 2025 [A/B] Acquisition/Construction Account" means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which the net proceeds of the Series 20242025 [A/B] Bonds shall be deposited as provided herein.

"Series 20242025 [A/B] Debt Service Reserve Account" means the account established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.

"Series 20242025 Project" means capital improvements to the Issuer's System, including the acquisition and installation of secondary water meters, and all related improvements.

ARTICLE II

ISSUANCE OF THE SERIES ~~2024~~2025 [A/B] BONDS

Section 2.1 Principal Amount, Designation and Series.

[The Series ~~2024~~2025 [A/B] Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (a) finance the Series ~~2024~~2025 Project and (b) pay costs incurred in connection with the issuance of the Series ~~2024~~2025 [A/B] Bonds. The Series ~~2024~~2025 [A/B] Bonds shall be limited to ~~$[12,665,000]~~$[_____] in aggregate principal amount, shall be issued (i) if issued as a State Bond, in the form set forth in Exhibit B-1 and (ii) if issued as an Exchange Bond, in the form set forth in Exhibit B-2 in fully registered form. The Series ~~2024~~2025 [A/B] Bonds shall bear interest from their Original Issue Date at the rate of ~~[0]%~~[__]% per annum on the unpaid principal balance of the Series ~~2024~~2025 [A/B] Bonds which shall be payable annually commencing [December 1, 2025~~.~~]. Bonds shall be in the denomination of $1,000 or any integral multiple thereof. The Series ~~2024~~2025 [A/B] Bonds shall initially be issued as one fully registered State Bond. The Series ~~2024~~2025 [A/B] Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Hurricane City, Utah, Water Revenue Bonds, Series ~~2024."~~

(a) 2025 [A/B] Bonds. [The Series ~~2024~~2025 [A/B] Bonds shall be in such form as to permit the [Board of Water Resources] to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Series ~~2024~~2025 Project~~.~~.]

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter beginning prior to the payment by the Issuer of costs of construction of the Series 2025 Project, or at such other time as shall be specified by the [Board of Water Resources], the Issuer shall provide to the [Board of Water Resources] a certificate setting forth a schedule of the costs of construction which the Issuer estimates will become due and payable by the Issuer during the next calendar quarter. Advances made by the [Board of Water Resources] on the basis of such certificates shall be deposited in the Series 2025 [A/B] Acquisition/Construction Account. All such advances shall be in the amount of $1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Series 2025 [A/B] Acquisition/Construction Account, the Mayor and the City Recorder of the City shall give telephonic authorization followed by written confirmation to the [Board of Water Resources] to stamp or write the date and amount of such advance made by the [Board of Water Resources] in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the [Board of Water Resources] on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bond(s). As advances are made by the [Board of Water Resources], they shall be deemed to represent principal payments in the order of their maturity.

~~Section 2.2~~Section 2.3Date, Payment Dates, and Interest. The Series ~~2024~~2025 [A/B] Bonds shall be in the denomination of One Thousand Dollars ($1,000) each or any integral multiple thereof and shall be paid as provided in this Section 2.3.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series ~~2024~~2025 [A/B] Bonds at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent.

So long as the [Board of Water Resources] is the Registered Owner of the Series ~~2024~~2025 [A/B] Bonds, payments on the Series ~~2024~~2025 [A/B] Bonds (except in the case of the final principal payment wherein the Series ~~2024~~2025 [A/B] Bonds must be presented) shall be made by check or draft without presentation of the Series ~~2024~~2025 [A/B] Bonds and mailed to the [Board of Water Resources] as the Registered Owner at the address shown on the registration books maintained by the Registrar. Payment on the Series ~~2024~~2025 [A/B] Bonds shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

The Series ~~2024~~2025 [A/B] Bonds shall be dated as of the Original Issue Date, and shall be payable in installment payments on December 1 in the years and in the amounts and shall bear interest at the rate of ~~[0]%~~[__] % per annum as follows:

Payment Date ~~{~~[(December 1~~}~~)]	Principal Amount
~~2025~~	~~$[474,000~~
~~2026~~	~~474,000~~
~~2027~~	~~474,000~~
~~2028~~	~~474,000~~
~~2029~~	~~474,000~~
~~2030~~	~~475,000~~
~~2031~~	~~475,000~~
~~2032~~	~~475,000~~
~~2033~~	~~475,000~~
~~2034~~	~~475,000~~
~~2035~~	~~528,000~~
~~2036~~	~~528,000~~
~~2037~~	~~528,000~~
~~2038~~	~~528,000~~
~~2039~~	~~528,000~~
~~2040~~	~~528,000~~
~~2041~~	~~528,000~~
~~2042~~	~~528,000~~
~~2043~~	~~528,000~~
~~2044~~	~~528,000~~
~~2045~~	~~528,000~~
~~2046~~	~~528,000~~
~~2047~~	~~528,000~~
~~2048~~	~~528,000~~
~~2049~~	~~528,000]~~

The interest on Series ~~2024~~2025 [A/B] Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series ~~2024~~2025 [A/B] Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series ~~2024~~2025 [A/B] Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed on each Interest Payment Date to the Holder of each of the Series ~~2024~~2025 [A/B] Bonds as the name and address of such Holder appears on the Record Date in the Register. As long as the [Board of Water Resources] is the registered holder of the Series ~~2024~~2025 [A/B] Bonds, installment payments of principal and interest shall be made without presentation of the Series ~~2024~~2025 [A/B] Bonds (except in the case of the final principal payment wherein the Series ~~2024~~2025 [A/B] Bonds must be presented) by check or draft mailed to the [Board of Water Resources] as the Registered Owner at the address shown on the registration books maintained by the Registrar. Interest on the Series

~~2024~~2025 [A/B] Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

~~Section 2.3~~Section 2.4Delinquent Payment. Payments of principal and/or interest on the Series ~~2024~~2025 [A/B] Bonds which are delinquent from the due date thereof shall draw interest at the rate of [eighteen percent (18~~%)~~%)] per annum on the delinquent payment from said due date until paid in full.

~~Section 2.4~~Section 2.5Exchange of State Bonds. As long as the [Board of Water Resources] is the sole Registered Owner of the Series ~~2024~~2025 [A/B] Bonds, the Series ~~2024~~2025 [A/B] Bonds shall be issued only as the State Bonds in the form prescribed in Exhibit B-1. It is recognized that the [Board of Water Resources] may sell or otherwise transfer the Series ~~2024~~2025 [A/B] Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the [Board of Water Resources] determines to sell or otherwise transfer all or a portion of the Series ~~2024~~2025 [A/B] Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.~~4~~5. Any Series ~~2024~~2025 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the [Board of Water Resources] pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B-2, and shall be executed pursuant to authorization contained in Section 2.6 of the General Indenture. Each principal payment on the State Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the State Bonds for Exchange Bonds, provided that the [Board of Water Resources] shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

~~Section 2.5~~Section 2.6Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah, is hereby designated as Registrar for the Series ~~2024~~2025 [A/B] Bonds, acceptance of which appointment shall be evidenced by execution of this [Third/Fourth] Supplemental Indenture by the Trustee.

~~Section 2.6~~Section 2.7Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah, is hereby designated as Paying Agent for the Series ~~2024~~2025 [A/B] Bonds, acceptance of which appointment shall be evidenced by execution of this [Third/Fourth] Supplemental Indenture by the Trustee.

~~Section 2.7~~Section 2.8Limited Obligation. The Series ~~2024~~2025 [A/B] Bonds, together with interest thereon, shall be special limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series ~~2024~~2025 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

~~Section 2.8~~Section 2.9Optional Redemption and Redemption Prices. Each principal payment of the Series ~~2024~~2025 [A/B] Bonds is subject to prepayment and redemption at any time,

in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the State Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.8 of the General Indenture, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the [Board of Water Resources] with respect to the State Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

~~Section 2.9~~Section 2.10 Sale of Series ~~2024~~2025 [A/B] Bonds. The Series ~~2024~~2025A Bonds are hereby sold to the [Board of Water Resources] at a purchase price of $[12,665,000].

~~Series 2024~~The Series 2025 [A/B] Bonds are hereby sold to the [Board of Water Resources] at a purchase price of $[_____].

~~Section 2.10~~Section 2.11 Series 2025 [A/B] Bonds as Additional Bonds. The Series ~~2024~~2025 [A/B] Bonds are issued as Additional Bonds under Section 2.13 of the General Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.4(c) of the General Indenture have been and will be complied with in connection with the issuance of the Series ~~2024~~2025 [A/B] Bonds.

ARTICLE III

ADDITIONAL COVENANTS

Section 3.1 Additional Covenants with Respect to the Series ~~2024~~2025 [A/B] Bonds. The Issuer hereby covenants and agrees with the holder of the Series ~~2024~~2025 [A/B] Bonds issued hereunder the following:

(a) So long as the Series ~~2024~~2025 [A/B] Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. The Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Issuer may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by each Bondholder; provided, however, during such periods of time as the [Board of Water Resources] is the registered owner of any of the Series ~~2024~~2025 [A/B] Bonds, each such audit will be supplied to the [Board of Water Resources] as soon as completed without prior request therefor by the [Board of Water Resources~~.~~]. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

(i) A statement of the income and expenditures of the System for such fiscal year;

(ii) A balance sheet as of the end of such fiscal year;

(iii) Any accountant's comments regarding the manner in which the Issuer has carried out the requirements of this [Third/Fourth] Supplemental Indenture, and the accountant's recommendations for any change or improvement in the operation of the System;

(iv) The total billings for such fiscal year; and

(v) All schedules of rates and charges imposed for water service during the fiscal year.

The audit must be performed in accordance with generally accepted government auditing standards.

(b) In addition to the reporting requirements set forth in 3.1(a) above, the Issuer shall submit to the [Board of Water Resources] within one hundred eighty (180) days following the close of the Issuer's fiscal year, a summary report substantially in the form as provided by the [Board of Water Resources] to the Issuer upon purchase of the Series ~~2024~~2025 [A/B] Bonds. The [Board of Water Resources] may, however, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Section 3.1(b).

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If the holder of the Series ~~2024~~2025 [A/B] Bonds is other than the [Board of Water Resources~~,~~], the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each fiscal year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(c) The Issuer shall commence and complete the acquisition and construction of the Series ~~2024~~2025 Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(d) Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the water user concerned to be cut off immediately.

(e) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

Section 3.2 Tax Matters.

(a) The Issuer shall make no investment or other use of the proceeds of the Series ~~2024~~2025 [A/B] Bonds at any time during the term thereof which, if such investment or other use had been reasonably expected on the date the Series ~~2024~~2025 [A/B] Bonds is issued, would have caused the Series ~~2024~~2025 [A/B] Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations promulgated thereunder and shall comply with all the requirements thereof throughout the term of the Series ~~2024~~2025 [A/B] Bonds.

(b) The Mayor and the City Recorder of the Issuer are hereby authorized and directed to execute such certificates as shall be necessary to establish that the Series ~~2024~~2025 [A/B] Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners that no use will be made of the proceeds of the issue and sale of the Series ~~2024~~2025 [A/B] Bonds, or any funds or accounts of the Issuer which may be deemed to be gross proceeds of the Series ~~2024~~2025 [A/B] Bonds, which use, if it had been reasonably expected on the date of issuance of the Series ~~2024~~2025 [A/B] Bonds, would have caused the Series ~~2024~~2025 [A/B] Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series ~~2024~~2025 [A/B] Bonds with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Issuer further represents and covenants that no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold, or delivered within a period beginning fifteen (15) days prior to the sale of the Series ~~2024~~2025 [A/B] Bonds and ending fifteen (15) days following the delivery of the Series ~~2024~~2025 [A/B] Bonds.

ARTICLE IV

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 4.1 Creation of Series ~~2024~~2025 Accounts. There is hereby established with the Trustee the following accounts:

(a) a Series ~~2024~~2025 [A/B] Acquisition/Construction Account within the Acquisition/Construction Fund; and

(b) a Series ~~2024~~2025 [A/B] Debt Service Reserve Account within the Debt Service Reserve Fund.

Section 4.2 Application of Proceeds of the Series ~~2024~~2025 [A/B] Bonds. The Issuer shall deposit with the Trustee the proceeds of the Series ~~2024~~2025 [A/B] Bonds when advanced ~~pursuant to [Section 3.3 herein],~~, and the Trustee shall deposit said proceeds into the Series ~~2024~~2025 [A/B] Acquisition/Construction Account held by the Trustee under the General Indenture. At closing, the payment of $_____, which constitutes the initial advance of the

total principal amount of the Series ~~2024~~2025 [A/B] Bonds, of the proceeds from the sale of the Series ~~2024~~2025 [A/B] Bonds, together with an Issuer contribution in the amount of ~~$[2,235,000]~~$[_____] shall be deposited in the Series ~~2024~~2025 [A/B] Acquisition/Construction Account within the Acquisition/Construction Fund.

Section 4.3 Series ~~2024~~2025 [A/B] Acquisition/Construction Account. Disbursements of moneys in the Series ~~2024~~2025 [A/B] Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture. Each requisition from said Series ~~2024~~2025 [A/B] Acquisition/Construction Account shall be approved by a qualified representative of the [Board of Water Resources~~,~~], provided, however, that the Costs of Issuance shall be paid by the Trustee from the Series ~~2024~~2025 [A/B] Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit C attached hereto.

Section 4.4 Series ~~2024~~2025 [A/B] Debt Service Reserve Account. From and after the delivery date of the Series ~~2024~~2025 [A/B] Bonds, the Issuer shall allocate in no more than [ten annual] installments to be paid on December 1 of each year, commencing December 1, 2025, to the Series ~~2024~~2025 [A/B] Debt Service Reserve Account, until there shall have been accumulated therein an amount equal to ~~$[528,000],~~$[_____], the Debt Service Reserve Requirement with respect to the Series ~~2024~~2025 [A/B] Bonds. The moneys on deposit in the Series ~~2024~~2025 [A/B] Debt Service Reserve Account shall be used and when used, replenished, in accordance with the provisions of the General Indenture.

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series ~~2024~~2025 [A/B] Bonds. The sale of the Series ~~2024~~2025 [A/B] Bonds to the [Board of Water Resources] at a price of ~~$[12,665,000]~~$[_____] is hereby ratified, confirmed, and approved.

Section 5.2 Severability. If any provision of this [Third/Fourth] Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this [Third/Fourth] Supplemental Indenture contained, shall not affect the remaining portions of this [Third/Fourth] Supplemental Indenture, or any part thereof.

Section 5.3 Counterparts. This [Third/Fourth] Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4 Applicable Law. This [Third/Fourth] Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 5.5 Effective Date. This [Third/Fourth] Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this [Third/Fourth] Supplemental Indenture of Trust to be executed as of the date first written above.

HURRICANE CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____

Title:_____

EXHIBIT A

DESCRIPTION OF SERIES ~~2024~~2025 PROJECT

Capital Improvements to the Issuer's water system (the "System"), and all related improvements.

EXHIBIT B-1

FORM OF STATE BONDS—SERIES ~~2024~~2025[A/B] BOND

UNITED STATES OF AMERICA
STATE OF UTAH
HURRICANE CITY
WATER REVENUE BOND, SERIES ~~2024~~2025 [A][B]

Number R - 1 $_____

Interest Rate	Maturity Date	Original Issue Date

Registered Owner: _____

Principal Amount: _____

Hurricane City, Utah ("Issuer"), a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above in installments set forth herein with interest thereon until paid at the Interest Rate per annum specified above, payable annually on December 1 of each year, until the Total Principal Sum set forth in the "Certificate of Dates of Payment and Amount" at the end of this Bond, but in no event more than the maximum amount of $_____, is paid in full. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah ("Trustee" and "Paying Agent"), or its successors provided, however, that as long as the [State of Utah Department of Natural Resources, Board of Water Resources] ("Board of Water Resources~~")~~")] is the registered holder of this Bond, installment payments of principal and interest shall be made without presentation of the Bond (except in the case of the final principal payment wherein the Series ~~2024~~2025 [A/B] Bonds must be presented) by check or draft mailed to the [Board of Water Resources] as the Registered Owner at the address shown on the registration books maintained by the Registrar. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at the address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America. Principal shall be payable in registered installments on December 1 of each of the years as set forth in the following repayment schedule:

Payment Date (December 1)	Principal Amount

If less than $_____ is advanced on the Series ~~2024~~2025 [A/B] Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum principal amount of the Series ~~2024~~2025 [A/B] Bonds.

If any installment payment of Bond principal and interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum on the delinquent installment from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

This Bond is payable solely from a special fund designated the "Bond Fund" established under a General Indenture of Trust dated April 1, 2017 (the "General Indenture"), as previously supplemented, by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). To the extent necessary to assure prompt payment of this Bond, the Issuer shall pledge 100% of the Net Revenues (as defined in the Indenture herein described) in the Bond Fund derived and to be derived from the operation of the Issuer's water system (the "System"), all as more fully described and provided in the General Indenture, as previously supplemented, and as further supplemented by a [Third/Fourth] Supplemental Indenture of Trust dated as of ~~_____, 2024~~[_____] 1, 2025 (the ~~"~~"[Third/Fourth] Supplemental Indenture"), by and between the Issuer and the Trustee and approved by the City Council of the Issuer on ~~June 20, 2024~~[_____] (the General Indenture and [Third/Fourth] Supplemental Indenture are collectively referred to herein as the "Indenture").

This Bond is issued pursuant to (1) the Indenture and (2) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") for the purpose of purpose of providing funds to (a) finance the Series ~~2024~~2025 Project (as defined in the

[Third/Fourth] Supplemental Indenture) and (b) pay costs incurred in connection with the issuance of the Series ~~2024~~2025 [A/B] Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Trustee, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Trustee.

Subject to the provisions of the Indenture, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Indenture) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The holder or owner of this Bond shall have no right to

enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the Trustee, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Indenture) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond, and all bonds and notes issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and notes issued on a parity with this Bond, if any.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of this ~~_____, 2024~~[_____] 1, 2025.

HURRICANE CITY, UTAH

(SEAL)

By:_____(Do Not Sign)_____
Mayor

COUNTERSIGN:

By:_____(Do Not Sign)_____
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is the Series ~~2024~~2025[A][B] Bond described in the within mentioned Indenture.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication:

_____

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
_____	State of Utah Department of Natural Resources, [Board of Water Resources]	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the [State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources~~"),~~"),] hereby certifies that the Board has received written authorization from the City Recorder or City Administrator of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same. A copy of this certificate shall be forwarded to the Trustee (Zions Bancorporation, National Association) pursuant to the requirement in Section 2.2 of the [Third/Fourth] Supplemental Indenture dated as of ~~_____, 2024~~[_____] 1, 2025.

Amount of Payment	Date of Payment	Total Principal Sum	Board Representative Signature
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____

EXHIBIT B-2

FORM OF EXCHANGE BONDS—SERIES ~~2024~~2025 [A/B]

UNITED STATES OF AMERICA
STATE OF UTAH
HURRICANE CITY
[TAXABLE] WATER REVENUE BONDS, SERIES ~~2024~~2025 [A][B]

Interest Rate	Maturity Date	Issue Date
%	_____	_____, ~~2024~~[_____] 1, 2025

Registered Owner: _____

Principal Amount: _____ DOLLARS

Hurricane City, Utah (the "Issuer"), a political subdivision, municipal corporation and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest on the Principal Amount shall be payable by check or draft mailed by _____ (the "Paying Agent") to the Registered Owner hereof on each _____, commencing _____, 20__. Principal, interest, and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, for payment at maturity.

If any installment payment of Bond principal and interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum on the delinquent installment from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars ($_____), issued in exchange for the conversion of the Issuer's Water Revenue Bonds, Series ~~2024~~2025 in the total principal sum of $_____ authorized by a General Indenture of Trust dated as of April 1, 2017, as previously supplemented and as further supplemented by a [Third/Fourth] Supplemental Indenture of Trust dated as of ~~_____, 2024~~[_____] 1, 2025 (together, the "Indenture"), as authorized by a resolution of the Issuer adopted on ~~June 20, 2024.~~_____. This Bond and the issue of Bonds of which it is a part is issued pursuant to (1) the Indenture and (2) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") to (a) finance the Series ~~2024~~2025 Project, as defined in the Indenture, and (b) pay costs incurred in connection with the issuance of the Series ~~2024~~2025 [A/B] Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of

the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than sixty (60) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Indenture, the Series ~~2024~~2025 [A/B] Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay this Bond when due, and principal and interest on all bonds and Bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Indenture) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and notes issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Trustee (the "Registrar") but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part, and all bonds and notes issued on a parity with this Bond, if any, and that said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series ~~2024~~2025 [A/B] Bonds of which this Bond is one and all bonds and notes issued on a parity with this Bond, if any.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of _____, 2024[_____] 1, 2025.

(SEAL)

By: /s/(manual or facsimile signature)
Mayor

COUNTERSIGN:

By: /s/(manual or facsimile signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series ~~2024~~2025 [A/B] Bonds described in the within mentioned Indenture.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Officer

Date of Authentication:

_____

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

This Bond shall be payable only to the order of the registered owner or his legal representative.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT C

COST OF ISSUANCE DISBURSEMENT REQUEST
SERIES ~~2024~~2025 [A/B] BONDS

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City UT 84133

Pursuant to Section 4.3 of the [Third/Fourth] Supplemental Indenture of Trust dated as of ~~_____, 2024~~[_____] 1, 2025, you are hereby authorized to pay to the following costs of issuance from the Series ~~2024~~2025 [A/B] Acquisition/Construction Account:

[See Attached Schedule]

_____
MAYOR,
HURRICANE CITY, UTAH

[STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES, BOARD OF WATER RESOURCES-]

_____

COSTS OF ISSUANCE

Payee	Purpose	Amount

EXHIBIT D

FORM OF REQUISITION

Re: Hurricane City, Utah, Water Revenue Bonds, Series ~~2024~~2025 in the sum of $_____

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the Series ~~2024~~2025 Account of the Acquisition/Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

_____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series ~~2024~~2025 Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), is justly due and owing and constitutes a Cost of a Project and has not been the basis for a previous withdrawal.

Hurricane City, Utah (the "Issuer") has either: (i) deposited with the Trustee its equity contribution pro-rata share of at least 15% (or such other percentage as approved the [Board of Water Resources~~)~~]) calculated as a percentage of the overall project costs including the current requisition; or (ii) the Issuer will be reimbursed 85% of the current requisition.

The amount remaining in the Series ~~2024~~2025 Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series ~~2024~~2025 Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series ~~2024~~2025 Account of the Acquisition/Construction Fund, will, together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series ~~2024~~2025 Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the Series ~~2024~~2025 Account of the Acquisition/Construction Fund, together with such other funds and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED:_____ By:_____

Its:_____

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES, BOARD OF WATER RESOURCES

_____

[THIRD/FOURTH] SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2025

by and between

HURRICANE CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust
Dated as of April 1, 2017

Table of Contents

Page

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS 3

Section 1.1 Supplemental Indenture 3
Section 1.2 Uniform Definitions 3
Section 1.3 Additional Definitions 3

ARTICLE II ISSUANCE OF THE SERIES 2025 [A/B] BONDS 5

Section 2.1 Principal Amount, Designation and Series 5
Section 2.2 Advances of Proceeds 5
Section 2.3 Date, Payment Dates, and Interest 6
Section 2.4 Delinquent Payment 9
Section 2.5 Exchange of State Bonds 9
Section 2.6 Designation of Registrar 9
Section 2.7 Designation of Paying Agent 9
Section 2.8 Limited Obligation 9
Section 2.9 Optional Redemption and Redemption Prices 9
Section 2.10 Sale of Series 2025 [A/B] Bonds 10
Section 2.11 Series 2025 [A/B] Bonds as Additional Bonds 10

ARTICLE III ADDITIONAL COVENANTS 10

Section 3.1 Additional Covenants with Respect to the Series 2025 [A/B] Bonds 10
Section 3.2 Tax Matters 11

ARTICLE IV APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS 12

Section 4.1 Creation of Series 2025 Accounts 12
Section 4.2 Application of Proceeds of the Series 2025 [A/B] Bonds 12
Section 4.3 Series 2025 [A/B] Acquisition/Construction Account 12
Section 4.4 Series 2025 [A/B] Debt Service Reserve Account 13

ARTICLE V MISCELLANEOUS 13

Section 5.1 Confirmation of Sale of Series 2025 [A/B] Bonds 13
Section 5.2 Severability 13
Section 5.3 Counterparts 13
Section 5.4 Applicable Law 13
Section 5.5 Effective Date 13

EXHIBIT A DESCRIPTION OF PROJECT A-1
EXHIBIT B-1 FORM OF STATE BONDS–SERIES 2024 .....B-1-1
EXHIBIT B-2 FORM OF EXCHANGE BONDS–SERIES 2024 .....B-2-1
EXHIBIT C COST OF ISSUANCE DISBURSEMENT REQUEST C-1
EXHIBIT D FORM OF REQUISITION D-1

[THIRD/FOURTH] SUPPLEMENTAL INDENTURE OF TRUST

This [Third/Fourth] Supplemental Indenture of Trust, dated as of [_____] 1, 2025, by and between Hurricane City, Utah, a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer has previously entered into a General Indenture of Trust, dated as of April 1, 2017 (the "General Indenture"), as previously supplemented with the Trustee; and

WHEREAS, on June 20, 2024, the Issuer authorized its Taxable Water Revenue Bonds, Series 2025[A/B] (the Series 2025 [A/B] Bonds") to finance all or a portion of the costs of construction of improvements to the Issuer's water system (the "System"), and all related improvements; in an amount not to exceed $14,000,000; and

WHEREAS, the Issuer desires to issue an additional Series of Bonds to finance all or a portion of the costs of construction of improvements to the Issuer's System, and all related improvements (collectively, the "Series 2025 Project"); and

WHEREAS the Issuer has determined to issue its Water Revenue Bonds, Series 2025 [A/B] Bonds in the aggregate principal amount of $_____ (the Series 2025 [A/B] Bonds") in order to (i) finance the Series 2025 Project and (ii) pay the costs of issuance of the Series 2025 [A/B] Bonds herein authorized; and

WHEREAS, the Series 2025 [A/B] Bonds will be authorized, issued, and secured under the General Indenture, as previously supplemented, and as further supplemented by this [Third/Fourth] Supplemental Indenture of Trust (the "[Third/Fourth] Supplemental Indenture,") and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, [the State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources")] has agreed to purchase the Series 2025 [A/B] Bonds upon the terms and conditions herein set forth; and

WHEREAS, the execution and delivery of the Series 2025 [A/B] Bonds and of this [Third/Fourth] Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 [A/B] Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this [Third/Fourth] Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS [THIRD/FOURTH] SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 [A/B] Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Reserve

Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this [Third/Fourth] Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, as supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security, and protection of all Reserve Instrument Providers, without privilege, priority, or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery, or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This [Third/Fourth] Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Uniform Definitions. All terms which are defined in the General Indenture shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below.

Section 1.3 Additional Definitions. In addition, for purposes of the General Indenture and this [Third/Fourth] Supplemental Indenture, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

"[Board of Water Resources" means the State of Utah Department of Natural Resources, Board of Water Resources].

"Debt Service Reserve Requirement" means, with respect to the Series 2025 [A/B] Bonds, the amount of $[_____] which shall be funded as provided in Section 4.4 herein.

"Interest Payment Date" means, with respect to the Series 2025 [A/B] Bonds, each [December 1], beginning [December 1, 2025].

"Original Issue Date" means, with respect to the Series 2025 [A/B] Bonds, their initial delivery date.

"Series 2025 [A/B] Bonds" means the Issuer's Water Revenue Bonds, Series 2025 [A/B], herein authorized Series 2025 [A/B] Bonds Series 2025 [A/B] Bonds.

Series 2025 [A/B] Bonds "Series 2025 [A/B] Acquisition/Construction Account" means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which the net proceeds of the Series 2025 [A/B] Bonds shall be deposited as provided herein.

"Series 2025 [A/B] Debt Service Reserve Account" means the account established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.

"Series 2025 Project" means capital improvements to the Issuer's System, including the acquisition and installation of secondary water meters, and all related improvements.

ARTICLE II

ISSUANCE OF THE SERIES 2025 [A/B] BONDS

Section 2.1 Principal Amount, Designation and Series.

(a) [The Series 2025 [A/B] Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (a) finance the Series 2025 Project and (b) pay costs incurred in connection with the issuance of the Series 2025 [A/B] Bonds. The Series 2025 [A/B] Bonds shall be limited to $[_____] in aggregate principal amount, shall be issued (i) if issued as a State Bond, in the form set forth in Exhibit B-1 and (ii) if issued as an Exchange Bond, in the form set forth in Exhibit B-2 in fully registered form. The Series 2025 [A/B] Bonds shall bear interest from their Original Issue Date at the rate of [__]% per annum on the unpaid principal balance of the Series 2025 [A/B] Bonds which shall be payable annually commencing [December 1, 2025]. Bonds shall be in the denomination of $1,000 or any integral multiple thereof. The Series 2025 [A/B] Bonds shall initially be issued as one fully registered State Bond. The Series 2025 [A/B] Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Hurricane City, Utah, Water Revenue Bonds, Series 2025 [A/B] Bonds. [The Series 2025 [A/B] Bonds shall be in such form as to permit the [Board of Water Resources] to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Series 2025 Project.]

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter beginning prior to the payment by the Issuer of costs of construction of the Series 2025 Project, or at such other time as shall be specified by the [Board of Water Resources], the Issuer shall provide to the [Board of Water Resources] a certificate setting forth a schedule of the costs of construction which the Issuer estimates will become due and payable by the Issuer during the next calendar quarter. Advances made by the [Board of Water Resources] on the basis of such certificates shall be deposited in the Series 2025 [A/B] Acquisition/Construction Account. All such advances shall be in the amount of $1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Series 2025 [A/B] Acquisition/Construction Account, the Mayor and the City Recorder of the City shall give telephonic authorization followed by written confirmation to the [Board of Water Resources] to stamp or write the date and amount of such advance made by the [Board of Water Resources] in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the [Board of Water Resources] on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bond(s). As advances are made by the [Board of Water Resources], they shall be deemed to represent principal payments in the order of their maturity.

Section 2.3 Date, Payment Dates, and Interest. The Series 2025 [A/B] Bonds shall be in the denomination of One Thousand Dollars ($1,000) each or any integral multiple thereof and shall be paid as provided in this Section 2.3.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2025 [A/B] Bonds at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent.

So long as the [Board of Water Resources] is the Registered Owner of the Series 2025 [A/B] Bonds, payments on the Series 2025 [A/B] Bonds (except in the case of the final principal payment wherein the Series 2025 [A/B] Bonds must be presented) shall be made by check or draft without presentation of the Series 2025 [A/B] Bonds and mailed to the [Board of Water Resources] as the Registered Owner at the address shown on the registration books maintained by the Registrar. Payment on the Series 2025 [A/B] Bonds shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

The Series 2025 [A/B] Bonds shall be dated as of the Original Issue Date, and shall be payable in installment payments on December 1 in the years and in the amounts and shall bear interest at the rate of [__] % per annum as follows:

Payment Date [(December 1)]	Principal Amount

The interest on Series 2025 [A/B] Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2025 [A/B] Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2025 [A/B] Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed on each Interest Payment Date to the Holder of each of the Series 2025 [A/B] Bonds as the name and address of such Holder appears on the Record Date in the Register. As long as the [Board of Water Resources] is the registered holder of the Series 2025 [A/B] Bonds, installment payments of principal and interest shall be made without presentation of the Series 2025 [A/B] Bonds (except in the case of the final principal payment wherein the Series 2025 [A/B] Bonds must be presented) by check or draft mailed to the [Board of Water Resources] as the Registered Owner at the address shown on the registration books maintained by the Registrar. Interest on the Series 2025 [A/B] Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.4 Delinquent Payment. Payments of principal and/or interest on the Series 2025 [A/B] Bonds which are delinquent from the due date thereof shall draw interest at the rate of [eighteen percent (18%)] per annum on the delinquent payment from said due date until paid in full.

Section 2.5 Exchange of State Bonds. As long as the [Board of Water Resources] is the sole Registered Owner of the Series 2025 [A/B] Bonds, the Series 2025 [A/B] Bonds shall be issued only as the State Bonds in the form prescribed in Exhibit B-1. It is recognized that the [Board of Water Resources] may sell or otherwise transfer the Series 2025 [A/B] Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the [Board of Water Resources] determines to sell or otherwise transfer all or a portion of the Series 2025 [A/B] Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.5. Any Series 2025 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the [Board of Water Resources] pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B-2, and shall be executed pursuant to authorization contained in Section 2.6 of the General Indenture. Each principal payment on the State Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the State Bonds for Exchange Bonds, provided that the [Board of Water Resources] shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

Section 2.6 Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah, is hereby designated as Registrar for the Series 2025 [A/B] Bonds, acceptance of

which appointment shall be evidenced by execution of this [Third/Fourth] Supplemental Indenture by the Trustee.

Section 2.7 Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah, is hereby designated as Paying Agent for the Series 2025 [A/B] Bonds, acceptance of which appointment shall be evidenced by execution of this [Third/Fourth] Supplemental Indenture by the Trustee.

Section 2.8 Limited Obligation. The Series 2025 [A/B] Bonds, together with interest thereon, shall be special limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2025 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.9 Optional Redemption and Redemption Prices. Each principal payment of the Series 2025 [A/B] Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the State Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.8 of the General Indenture, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the [Board of Water Resources] with respect to the State Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.10 Sale of Series 2025 [A/B] Bonds. The Series 2025A Bonds are hereby sold to the [Board of Water Resources] at a purchase price of $[12,665,000].

The Series 2025 [A/B] Bonds are hereby sold to the [Board of Water Resources] at a purchase price of $[_____].

Section 2.11 Series 2025 [A/B] Bonds as Additional Bonds. The Series 2025 [A/B] Bonds are issued as Additional Bonds under Section 2.13 of the General Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.4(c) of the General Indenture have been and will be complied with in connection with the issuance of the Series 2025 [A/B] Bonds.

ARTICLE III

ADDITIONAL COVENANTS

Section 3.1 Additional Covenants with Respect to the Series 2025 [A/B] Bonds. The Issuer hereby covenants and agrees with the holder of the Series 2025 [A/B] Bonds issued hereunder the following:

(a) So long as the Series 2025 [A/B] Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. The Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto

and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Issuer may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by each Bondholder; provided, however, during such periods of time as the [Board of Water Resources] is the registered owner of any of the Series 2025 [A/B] Bonds, each such audit will be supplied to the [Board of Water Resources] as soon as completed without prior request therefor by the [Board of Water Resources]. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

(i) A statement of the income and expenditures of the System for such fiscal year;

(ii) A balance sheet as of the end of such fiscal year;

(iii) Any accountant's comments regarding the manner in which the Issuer has carried out the requirements of this [Third/Fourth] Supplemental Indenture, and the accountant's recommendations for any change or improvement in the operation of the System;

(iv) The total billings for such fiscal year; and

(v) All schedules of rates and charges imposed for water service during the fiscal year.

The audit must be performed in accordance with generally accepted government auditing standards.

(b) In addition to the reporting requirements set forth in 3.1(a) above, the Issuer shall submit to the [Board of Water Resources] within one hundred eighty (180) days following the close of the Issuer's fiscal year, a summary report substantially in the form as provided by the [Board of Water Resources] to the Issuer upon purchase of the Series 2025 [A/B] Bonds. The [Board of Water Resources] may, however, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Section 3.1(b).

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If the holder of the Series 2025 [A/B] Bonds is other than the [Board of Water Resources], the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each fiscal year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(c) The Issuer shall commence and complete the acquisition and construction of the Series 2025 Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(d) Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the water user concerned to be cut off immediately.

(e) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

Section 3.2 Tax Matters.

(a) The Issuer shall make no investment or other use of the proceeds of the Series 2025 [A/B] Bonds at any time during the term thereof which, if such investment or other use had been reasonably expected on the date the Series 2025 [A/B] Bonds is issued, would have caused the Series 2025 [A/B] Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations promulgated thereunder and shall comply with all the requirements thereof throughout the term of the Series 2025 [A/B] Bonds.

(b) The Mayor and the City Recorder of the Issuer are hereby authorized and directed to execute such certificates as shall be necessary to establish that the Series 2025 [A/B] Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners that no use will be made of the proceeds of the issue and sale of the Series 2025 [A/B] Bonds, or any funds or accounts of the Issuer which may be deemed to be gross proceeds of the Series 2025 [A/B] Bonds, which use, if it had been reasonably expected on the date of issuance of the Series 2025 [A/B] Bonds, would have caused the Series 2025 [A/B] Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2025 [A/B] Bonds with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Issuer further represents and covenants that no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold, or delivered within a period beginning fifteen (15) days prior to the sale of the Series 2025 [A/B] Bonds and ending fifteen (15) days following the delivery of the Series 2025 [A/B] Bonds.

ARTICLE IV

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 4.1 Creation of Series 2025 Accounts. There is hereby established with the Trustee the following accounts:

(a) a Series 2025 [A/B] Acquisition/Construction Account within the Acquisition/Construction Fund; and

(b) a Series 2025 [A/B] Debt Service Reserve Account within the Debt Service Reserve Fund.

Section 4.2 Application of Proceeds of the Series 2025 [A/B] Bonds. The Issuer shall deposit with the Trustee the proceeds of the Series 2025 [A/B] Bonds when advanced, and the Trustee shall deposit said proceeds into the Series 2025 [A/B] Acquisition/Construction Account held by the Trustee under the General Indenture. At closing, the payment of $_____, which constitutes the initial advance of the total principal amount of the Series 2025 [A/B] Bonds, of the proceeds from the sale of the Series 2025 [A/B] Bonds, together with an Issuer contribution in the amount of $[_____] shall be deposited in the Series 2025 [A/B] Acquisition/Construction Account within the Acquisition/Construction Fund.

Section 4.3 Series 2025 [A/B] Acquisition/Construction Account. Disbursements of moneys in the Series 2025 [A/B] Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture. Each requisition from said Series 2025 [A/B] Acquisition/Construction Account shall be approved by a qualified representative of the [Board of Water Resources], provided, however, that the Costs of Issuance shall be paid by the Trustee from the Series 2025 [A/B] Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit C attached hereto.

Section 4.4 Series 2025 [A/B] Debt Service Reserve Account. From and after the delivery date of the Series 2025 [A/B] Bonds, the Issuer shall allocate in no more than [ten annual] installments to be paid on December 1 of each year, commencing December 1, 2025, to the Series 2025 [A/B] Debt Service Reserve Account, until there shall have been accumulated therein an amount equal to $[_____], the Debt Service Reserve Requirement with respect to the Series 2025 [A/B] Bonds. The moneys on deposit in the Series 2025 [A/B] Debt Service Reserve Account shall be used and when used, replenished, in accordance with the provisions of the General Indenture.

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2025 [A/B] Bonds. The sale of the Series 2025 [A/B] Bonds to the [Board of Water Resources] at a price of $[_____] is hereby ratified, confirmed, and approved.

Section 5.2 Severability. If any provision of this [Third/Fourth] Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this [Third/Fourth] Supplemental Indenture contained, shall not affect the remaining portions of this [Third/Fourth] Supplemental Indenture, or any part thereof.

Section 5.3 Counterparts. This [Third/Fourth] Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4 Applicable Law. This [Third/Fourth] Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 5.5 Effective Date. This [Third/Fourth] Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this [Third/Fourth] Supplemental Indenture of Trust to be executed as of the date first written above.

HURRICANE CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____

Title:_____

EXHIBIT A

DESCRIPTION OF SERIES 2025 PROJECT

Capital Improvements to the Issuer's water system (the "System"), and all related improvements.

EXHIBIT B-1

FORM OF STATE BONDS—SERIES 2025[A/B] BOND

UNITED STATES OF AMERICA
STATE OF UTAH
HURRICANE CITY
WATER REVENUE BOND, SERIES 2025 [A][B]

Number R - 1 $_____

Interest Rate	Maturity Date	Original Issue Date

Registered Owner: _____

Principal Amount: _____

Hurricane City, Utah ("Issuer"), a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above in installments set forth herein with interest thereon until paid at the Interest Rate per annum specified above, payable annually on December 1 of each year, until the Total Principal Sum set forth in the "Certificate of Dates of Payment and Amount" at the end of this Bond, but in no event more than the maximum amount of $_____, is paid in full. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah ("Trustee" and "Paying Agent"), or its successors provided, however, that as long as the [State of Utah Department of Natural Resources, Board of Water Resources] ("Board of Water Resources")] is the registered holder of this Bond, installment payments of principal and interest shall be made without presentation of the Bond (except in the case of the final principal payment wherein the Series 2025 [A/B] Bonds must be presented) by check or draft mailed to the [Board of Water Resources] as the Registered Owner at the address shown on the registration books maintained by the Registrar. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at the address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America. Principal shall be payable in registered installments on December 1 of each of the years as set forth in the following repayment schedule:

Payment Date (December 1)	Principal Amount

If less than $_____ is advanced on the Series 2025 [A/B] Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum principal amount of the Series 2025 [A/B] Bonds.

If any installment payment of Bond principal and interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum on the delinquent installment from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

This Bond is payable solely from a special fund designated the "Bond Fund" established under a General Indenture of Trust dated April 1, 2017 (the "General Indenture"), as previously supplemented, by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). To the extent necessary to assure prompt payment of this Bond, the Issuer shall pledge 100% of the Net Revenues (as defined in the Indenture herein described) in the Bond Fund derived and to be derived from the operation of the Issuer's water system (the "System"), all as more fully described and provided in the General Indenture, as previously supplemented, and as further supplemented by a [Third/Fourth] Supplemental Indenture of Trust dated as of [_____] 1, 2025 (the "[Third/Fourth] Supplemental Indenture"), by and between the Issuer and the Trustee and approved by the City Council of the Issuer on [_____] (the General Indenture and [Third/Fourth] Supplemental Indenture are collectively referred to herein as the "Indenture").

This Bond is issued pursuant to (1) the Indenture and (2) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") for the purpose of purpose of providing funds to (a) finance the Series 2025 Project (as defined in the [Third/Fourth]

Supplemental Indenture) and (b) pay costs incurred in connection with the issuance of the Series 2025 [A/B] Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Trustee, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Trustee.

Subject to the provisions of the Indenture, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Indenture) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The holder or owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants

made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the Trustee, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Indenture) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond, and all bonds and notes issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and notes issued on a parity with this Bond, if any.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of this [_____] 1, 2025.

HURRICANE CITY, UTAH

(SEAL)

By:_____(Do Not Sign)_____
Mayor

COUNTERSIGN:

By:_____(Do Not Sign)_____
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2025[A][B] Bond described in the within mentioned Indenture.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication:

_____

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
_____	State of Utah Department of Natural Resources, [Board of Water Resources]	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the [State of Utah Department of Natural Resources, Board of Water Resources (the "Board of Water Resources"),] hereby certifies that the Board has received written authorization from the City Recorder or City Administrator of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same. A copy of this certificate shall be forwarded to the Trustee (Zions Bancorporation, National Association) pursuant to the requirement in Section 2.2 of the [Third/Fourth] Supplemental Indenture dated as of [_____] 1, 2025.

Amount of Payment	Date of Payment	Total Principal Sum	Board Representative Signature
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____

EXHIBIT B-2

FORM OF EXCHANGE BONDS—SERIES 2025 [A/B]

UNITED STATES OF AMERICA
STATE OF UTAH
HURRICANE CITY
[TAXABLE] WATER REVENUE BONDS, SERIES 2025 [A][B]

Interest Rate	Maturity Date	Issue Date
%	_____	[_____] 1, 2025

Registered Owner: _____

Principal Amount: _____ DOLLARS

Hurricane City, Utah (the "Issuer"), a political subdivision, municipal corporation and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest on the Principal Amount shall be payable by check or draft mailed by _____ (the "Paying Agent") to the Registered Owner hereof on each _____, commencing _____, 20__. Principal, interest, and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, for payment at maturity.

If any installment payment of Bond principal and interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum on the delinquent installment from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars ($_____), issued in exchange for the conversion of the Issuer's Water Revenue Bonds, Series 2025 in the total principal sum of $_____ authorized by a General Indenture of Trust dated as of April 1, 2017, as previously supplemented and as further supplemented by a [Third/Fourth] Supplemental Indenture of Trust dated as of [_____] 1, 2025 (together, the "Indenture"), as authorized by a resolution of the Issuer adopted on _____. This Bond and the issue of Bonds of which it is a part is issued pursuant to (1) the Indenture and (2) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") to (a) finance the Series 2025 Project, as defined in the Indenture, and (b) pay costs incurred in connection with the issuance of the Series 2025 [A/B] Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a

general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than sixty (60) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Indenture, the Series 2025 [A/B] Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay this Bond when due, and principal and interest on all bonds and Bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Indenture) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and notes issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Trustee (the "Registrar") but only in the manner, subject

to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part, and all bonds and notes issued on a parity with this Bond, if any, and that said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2025 [A/B] Bonds of which this Bond is one and all bonds and notes issued on a parity with this Bond, if any.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of [_____] 1, 2025.

(SEAL)

By: /s/(manual or facsimile signature)
Mayor

COUNTERSIGN:

By: /s/(manual or facsimile signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2025 [A/B] Bonds described in the within mentioned Indenture.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Officer

Date of Authentication:

_____

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

This Bond shall be payable only to the order of the registered owner or his legal representative.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

_____
(Social Security or Other Identifying Number of Assignee)

_____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT C

COST OF ISSUANCE DISBURSEMENT REQUEST
SERIES 2025 [A/B] BONDS

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City UT 84133

Pursuant to Section 4.3 of the [Third/Fourth] Supplemental Indenture of Trust dated as of [_____] 1, 2025, you are hereby authorized to pay to the following costs of issuance from the Series 2025 [A/B] Acquisition/Construction Account:

[See Attached Schedule]

_____
MAYOR,
HURRICANE CITY, UTAH

[STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES, BOARD OF WATER RESOURCES]

_____

COSTS OF ISSUANCE

Payee	Purpose	Amount

EXHIBIT D

FORM OF REQUISITION

Re: Hurricane City, Utah, Water Revenue Bonds, Series 2025 in the sum of $_____

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the Series 2025 Account of the Acquisition/Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

_____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series 2025 Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), is justly due and owing and constitutes a Cost of a Project and has not been the basis for a previous withdrawal.

Hurricane City, Utah (the "Issuer") has either: (i) deposited with the Trustee its equity contribution pro-rata share of at least 15% (or such other percentage as approved the [Board of Water Resources]) calculated as a percentage of the overall project costs including the current requisition; or (ii) the Issuer will be reimbursed 85% of the current requisition.

The amount remaining in the Series 2025 Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series 2025 Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series 2025 Account of the Acquisition/Construction Fund, will, together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series 2025 Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the Series 2025 Account of the Acquisition/Construction Fund, together with such other funds and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED:_____ By:_____

Its:_____

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES, BOARD OF WATER RESOURCES

_____

BOND PURCHASE AGREEMENT

$_____
HURRICANE CITY, UTAH
WATER REVENUE BONDS
SERIES ~~2024~~2025[A][B]

_____, ~~2024~~2025

Hurricane City
[ADDRESS]

The undersigned, [PURCHASER], its successors and assigns, (collectively, the "Purchaser"), offers to purchase from Hurricane City, Utah (the "Issuer"), all (but not less than all) of the $_____ Water Revenue Bonds, Series ~~2024~~2025 [A][B] of the Issuer (the "Bonds") for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Purchase Agreement") on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment therefor (the "Closing").

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to: (i) adopt, upon recommendation by the City Council of the Issuer (the "Council") pursuant to the Council's Resolution dated ~~June 20, 2024~~_____, 2025 (the "Resolution"), (ii) execute and enter into the General Indenture of Trust dated as of April 1, 2017, as previously supplemented and as further supplemented by a [Third/Fourth] Supplemental Indenture of Trust, dated as of _____ 1, ~~2024~~2025, (together the "Indenture"), each between you and Zions Bancorporation, National Association, as trustee (the "Trustee"), (iii) enter into and perform this Purchase Agreement, dated as of _____, ~~2024~~2025 (the "Purchase Agreement"), and (iv) deliver and sell the Bonds to the Purchaser; (b) this Purchase Agreement, the Indenture, and the Bonds do not and will not conflict with or create a breach or default under the Resolution or any existing law, regulation, order, or agreement to which the Issuer is subject; (c) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Indenture; (d) the Resolution and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights; and (e) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending

or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Indenture, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Indenture or this Purchase Agreement.

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, ~~2023~~2024 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer and its System (as defined in the Indenture); (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Indenture in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes;

(v) The opinion of legal counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, and of Bond Counsel, Trustee fees and Municipal Advisor's fees.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. This Purchase Agreement shall be governed by the laws of the State of Utah.

7. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

[PURCHASER]

By:_____

HURRICANE CITY, UTAH

By:_____
Mayor

ATTEST AND COUNTERSIGN:

By:_____
City Recorder

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: $_____
2. Purchase Price: $_____
3. Accrued Interest: $[-0-]
4. Interest Payment Dates: _____ and _____, beginning _____, 20___
5. Dated Date: Date of delivery
6. Form: Registered Bonds
7. Closing Date: _____, ~~2024~~2025 or as otherwise agreed upon
8. Redemption: The Bonds are subject to optional redemption as provided in the Indenture.

MATURITY SCHEDULE

Maturity ([December 1])	Principal Amount	Interest Rate

BOND PURCHASE AGREEMENT

$_____
HURRICANE CITY, UTAH
WATER REVENUE BONDS
SERIES 2025[A][B]

_____, 2025

Hurricane City
[ADDRESS]

The undersigned, [PURCHASER], its successors and assigns, (collectively, the "Purchaser"), offers to purchase from Hurricane City, Utah (the "Issuer"), all (but not less than all) of the $_____ Water Revenue Bonds, Series 2025 [A][B] of the Issuer (the "Bonds") for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Purchase Agreement") on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment therefor (the "Closing").

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to: (i) adopt, upon recommendation by the City Council of the Issuer (the "Council") pursuant to the Council's Resolution dated _____, 2025 (the "Resolution"), (ii) execute and enter into the General Indenture of Trust dated as of April 1, 2017, as previously supplemented and as further supplemented by a [Third/Fourth] Supplemental Indenture of Trust, dated as of _____ 1, 2025, (together the "Indenture"), each between you and Zions Bancorporation, National Association, as trustee (the "Trustee"), (iii) enter into and perform this Purchase Agreement, dated as of _____, 2025 (the "Purchase Agreement"), and (iv) deliver and sell the Bonds to the Purchaser; (b) this Purchase Agreement, the Indenture, and the Bonds do not and will not conflict with or create a breach or default under the Resolution or any existing law, regulation, order, or agreement to which the Issuer is subject; (c) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Indenture; (d) the Resolution and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights; and (e) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the

knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Indenture, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Indenture or this Purchase Agreement.

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, 2024 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer and its System (as defined in the Indenture); (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Indenture in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes;

(v) The opinion of legal counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, and of Bond Counsel, Trustee fees and Municipal Advisor's fees.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. This Purchase Agreement shall be governed by the laws of the State of Utah.

7. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

[PURCHASER]

By:_____

HURRICANE CITY, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: $_____
2. Purchase Price: $_____
3. Accrued Interest: $[-0-]
4. Interest Payment Dates: _____ and _____, beginning _____, 20___
5. Dated Date: Date of delivery
6. Form: Registered Bonds
7. Closing Date: _____, 2025 or as otherwise agreed upon
8. Redemption: The Bonds are subject to optional redemption as provided in the Indenture.

MATURITY SCHEDULE

Maturity ([December 1])	Principal Amount	Interest Rate

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **Ordinance ZC25-04, a request for a Zone Change Amendment from Light Industrial M-1 to Highway Commercial HC** for the former Eagles Lounge property located at 495 E 800 N. Parcel H-316-A-1-H.

Discussion: The applicant requests a zone change from Light Industrial M-1 to Highway Commercial HC for the former Eagle's Lounge property. The applicant has indicated that they would like to open a restaurant at the former private club location. The existing building on site, built in the late 1970s, is proposed to remain in place and be renovated. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change.

Property Details
Lot size: 0.35 AC
Parcel: H-316-A-1-H
Address: 495 E 800 N
Existing building size: 5,360 square feet
Zoning: Light Industrial M-1
General Plan: General Commercial

2/13/2025 Planning Commission
A public hearing was held and no public comments or objections were received. Staff and JUC comments are supportive of the zone change request. The Planning Commission had concerns that the required parking for a restaurant cannot be provided; the code requires 53 spaces and only 29 can be provided. The Commission was concerned about parking on the streets if the business is busy, as well as concerns about the existing access to the site being so close to the corner of 800 N and State Street, which Engineering staff confirmed is inadequate pursuant to city standards. Ultimately, the Commission was unanimously supportive of the zone change and felt that revitalizing an unused property with a viable business outweighed the potential parking issues and recommended approval. The Commission also approved a formal request for a parking modification to allow fewer spaces than required by the code. --Gary Cupp

Findings:

Recommendation:

Hurricane City Application

Application Accepted Date: 01/28/2025

Type of Improvement: Zone Change Application

Description: We are looking for a re-zone to convert the buildi

Tenant / Project Name: Eagles Lounge

Bldg. Address: 495 E 800 N Hurricane Utah

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-316-A-1-H

Zone: Light Industrial

Property Owner: Matt Lowe

Permit Contact: Clint Hancock P:(801) 668-5612

Email: clint@lowecompanies.com

CONTACT INFORMATION

General Contractor: Matt Lowe

License #: P: (801) 648-8229

Address: 5500 S Holliday Blvd

City: Holliday State: Utah Zip: 84117

Email: matt@lowecompanies.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	500.00
Planning Fee	$	500.00
Sub Total:	**$**	**500.00**
Permit Total:	**$**	**500.00**
Amount Paid:	**$**	**500.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC25-04

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Clint Hancock

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #:

DRAFT

We are seeking to rezone our property from light industrial to highway commercial to breathe new life into this space and better serve our community. Our vision is to transform the building into a welcoming restaurant that caters to the needs of local families and travelers alike.

The community has expressed a strong desire for more dining options that foster connections and create a vibrant, family-friendly atmosphere. This rezoning will allow us to bring that vision to life by modernizing the existing building, ensuring it meets current standards for accessibility, safety, and aesthetics. We aim to create a warm, inviting space where families can gather, enjoy great food, and make lasting memories.

This restaurant will not only enhance the quality of life for our residents but also serve as a vital addition to the local economy. By leveraging the property's proximity to major roadways, we can attract both locals and visitors, providing a convenient stop for travelers and a much-needed dining option for the community.

Rezoning to highway commercial aligns with the evolving needs of our area, which is seeing increased residential growth and demand for family-oriented services. This project also supports our long-term goal of revitalizing this corridor into a thriving hub of activity, making it a source of pride for our community.

We are committed to being responsible stewards of this property, working closely with local officials to ensure that the development complies with all regulations and enhances the character of the surrounding area. With this zoning change, we can unlock the full potential of this property, creating a space that not only serves but also strengthens our community.

Airport Influence Area

AirportControlZones

zone

- APPROACH SURFACE EL 3000'
- CONICAL SURFACE EL 3897'
- HORZONTAL SURFACE EL 3497'
- PRIMARY SURFACE
- TRANSITIONAL SURFACE

ZoningGroupOnline

Future Road Network

- Major Arterial (106' ROW)
- Minor Arterial (90' ROW)
- Major Collector (70' ROW)
- Minor Collector (60' ROW)

Zoning Overlays

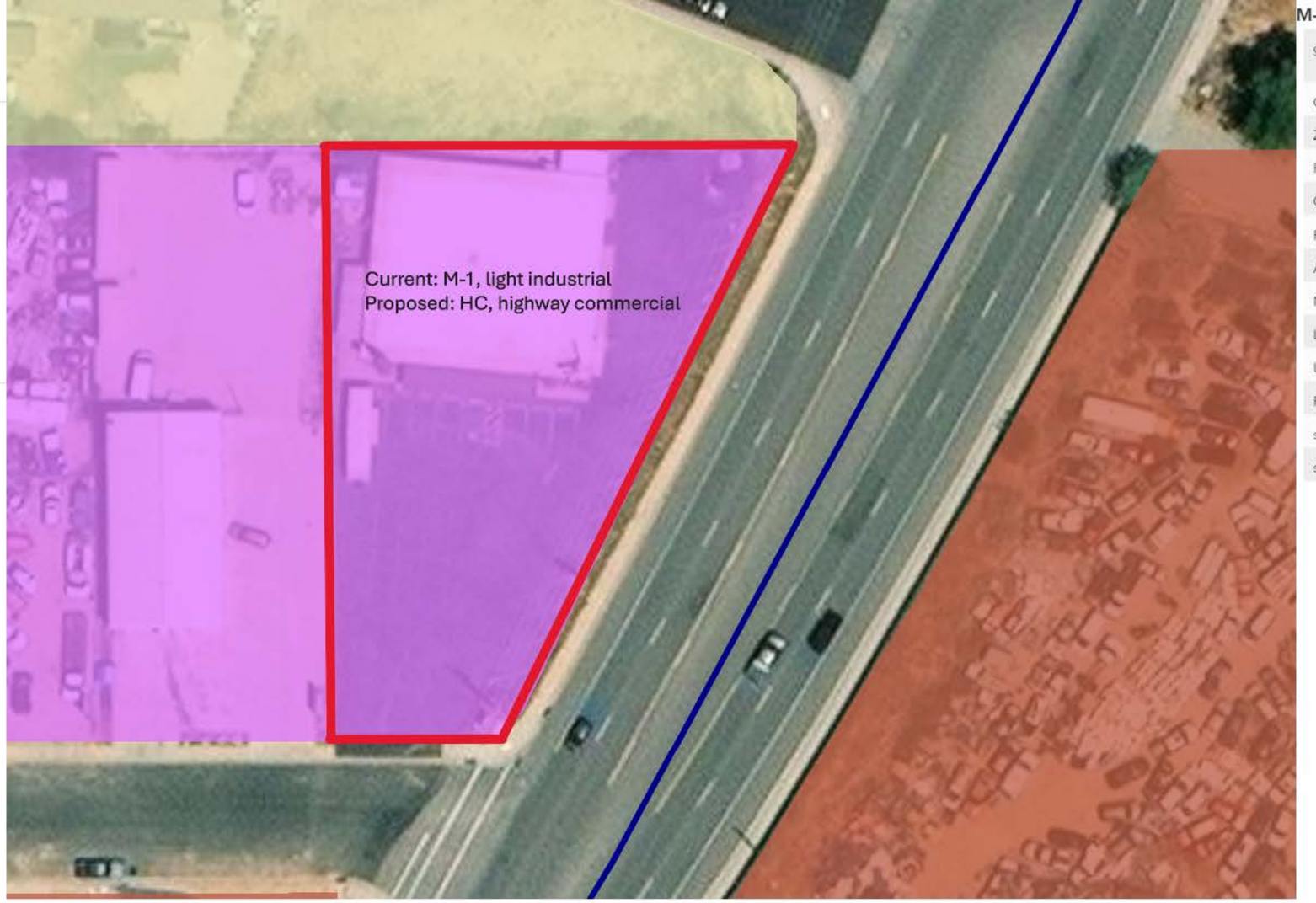
Overlay Type

- Agricultural Protection Overlay
- Extraction Industries Overlay
- Planned Development Overlay
- Critical Infrastructure Materials Overlay

Zoning

Classification

- A-10: Agricultural - 1 Unit Per 10 Acres
- A-5: Agricultural - 1 Unit Per 5 Acres
- RR: Recreational Resort Zone
- OS: Open Space
- RA-1: Residential Agricultural - 1 Unit Per Acre
- RA-0.5: Residential Agricultural - 2 Units Per Acre
- R1-15: Residential - 1 Unit Per 15,000 Sq. Ft.
- R1-10: Residential - 1 Unit Per 10,000 Sq. Ft.
- R1-8: Residential - 1 Unit Per 8,000 Sq. Ft.
- R1-6: Residential - 1 Unit Per 6,000 Sq. Ft.
- RM-1: Multi-Family - 6 Units Per Acre
- RM-2: Multi-Family - 10 Units Per Acre
- RM-3: Multi-Family - 15 Units Per Acre
- MH/RV: Mobile Home - RV
- GC: General Commercial
- PC: Planned Commercial
- HC: Highway Commercial
- NC: Neighborhood Commercial
- BMP: Business/Manufacturing Park
- M-1: Light Industrial
- M-2: Heavy Industrial
- Public Facility



M-1

globalid	ddd72e09-2455-4f49-ad86-92039c0bf0c2
OBJECTID	30954
Zoning Classification	M-1
Planning Commission Date	
City Council Date	4/7/2008, 6:00 PM
Former Zone Code	
Acres	3.887006
Notes	
Last Update Date	
Last Editor	
Parcle ID	
st_area(shape)	170305.866581
st_length(shape)	2059.438758

ORDINANCE NO ZC25-04

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-316-A-1-H FROM LIGHT INDUSTRIAL (M-1) TO HIGHWAY COMMERCIAL (HC)

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-316-A-1-H is rezoned from Light Industrial (M-1) to Highway Commercial (HC).

PASSED AND APPROVED on this 20th day of February 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 20th day of February 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

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**02/20/2025 – City Council**
Application Number:	ZC25-04
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Matt Lowe
Agent:	Clint Hancock
Request:	A Zone Change Request from M-1, Light Industrial to HC, Highway Commercial.
Location:	495 E 800 N
Zoning:	M-1
General Plan Map:	General Commercial
Recommendation:	Approve
Report Prepared by:	Gary Cupp

Discussion:
The applicant is seeking a zone change for the former Eagle's Lounge location from M-1, light industrial to HC, highway commercial. The applicant has stated that they would like to open a restaurant at the former private club location. The existing building on site, built in the late 1970s, is proposed to remain in place. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change.

	Zoning	Adjacent Land Use
North	R1-10, HC	Undeveloped property, proposed rehabilitation center
East	HC	Ballard Wrecking Yard
South	HC	Commercial property
West	M-1	Industrial property

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 General Commercial, which recommends:

Commercial uses that provide retail, employment and service uses for the City. These developments should be located along major corridors.

The General Plan calls for, "*Encouraging more restaurants, bars, and retail options"* and *"The City strives to create an environment that will attract new business and employment to Hurricane"*

Encouraging commercial development near existing commercial and industrial developments helps mitigate potential effects on residential uses and typically ensures that the commercial development is successful. The General Plan encourages the promotion of businesses that bring more jobs and tax revenue to the city.

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

Response: Yes. Most of the surrounding property has some form of commercial use, or is zoned for future commercial use.

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

Response: Any new development on the property will likely have some impact on the surrounding properties. Some of the impacts will be positive by bringing more customers to the area, but it may also be a more impactful use than the former use of the property since a restaurant could increase more trips to the property, but such impact is not expected to adversely affect the community.

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

Response: Yes, there are currently services to the property.

JUC Comments

The following comments will need to be addressed

1. **Public Works:** No comment.
2. **Power:** No concerns.
3. **Water:** Okay.
4. **Streets:** Okay with zone change.
5. **Sewer:** Ash Creek has no comment on the zone change, but the owner needs to be aware that a grease interceptor and sample manhole will need to be installed on the property.
6. **Engineering:** The proposed zone change is consistent with the General Plan, it's consistent with the character of the existing development, and its effect on adjacent property shouldn't be perceptible. However, an argument could be formed that access is inadequate. The Planning Commission, and subsequently the City Council, should indicate their assessment of adequate facilities for the change. Strict observance of Hurricane City Standard 3.2.4.2(H) indicates that access to this property should be located approximately two properties to the west (from H-316-A-1-A). Interpreting 800 N as a Commercial Access, Typical Throat Length Standards (section 9.3.7 of the Hurricane Transportation Plan) specifies that access to the property should be at least 50' from SR-9.
7. **Fire:** Approved.
8. **Gas:** Okay.
9. **Cable:** No concerns.
10. **Fiber:** No conflict.

Other Considerations:

1. The existing site does not have room for sufficient parking per our code. The applicant has prepared a parking study to modify their parking requirements which will be considered by the Planning Commission in another action item.
2. Planning staff generally believes that due to the nature of the existing improvements and the relatively minor change of use, from private club to restaurant, that extensive changes to the access of the site are not warranted (see JUC comment #6 above).
3. A final site plan approval will be required for any change of use, the site's landscaping will need to be brought up to current city standards.

Findings:
Staff makes the following findings:

1. The proposed amendment is compatible with the current General Plan's map and goals.
2. Due to the existing commercial and industrial development in the area, the proposed amendment is generally in harmony with the overall character of the existing development around it.
3. The proposed amendment will not have a significantly different impact from current zoning.
4. Services are currently available to serve the site.

Recommendation: The City Council should review this zone change application based on the standards within the Hurricane City Code and consider any public comments received in the public hearing. Staff recommends approval subject to staff and JUC comments and findings.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **Ordinance ZC25-02, a request for a Zone Change Amendment from Multiple Family Residential RM-2 to Multiple Family Residential RM-3** located at approximately 126 S 850 W. Parcels H-PMSD-4-A, H-3-1-34-3228 and H-3-34-3205.

Discussion: The applicant requests a zone change from Multiple Family RM-2 to Multiple Family RM-3 on the existing Pecan Meadows development for the purpose of constructing an additional two units. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change.

<u>Property Details</u>
Area size: 0.75 AC
Parcels: H-PMSD-4-A, H-3-1-34-3228, H-3-34-3205
Address: 126 S 850 W
Existing Buildings: 8 townhouses
Zoning: Multiple Family RM-2
General Plan: Single Family

<u>2/13/2025 Planning Commission</u>
A public hearing was held and no public comments or objections were received. Staff and JUC comments are generally supportive of the zone change request, although staff notes that the current and requested zoning conflict with the Single Family general plan designation of the site, but feels the zone change is appropriate since the site is already developed with multiple family homes and that a 2-unit increase in density will not have a negative impact on the area. The Planning Commission voiced one concern regarding a basketball court that would have to be demolished to accommodate the two new units. The applicant said that amenities would be upgraded on another portion of the development to make up for it. The Commission unanimously recommended approval. --Gary Cupp

Findings:

Recommendation:

Hurricane City Application

Application Accepted Date: 01/20/2025

Type of Improvement: Zone Change Application

Description: We would like to build a duplex.

Bldg. Address: 126 S. 850 W.

City: Hurricane City State: UT Zip: 84737

Subdivision: Pecan Meadows Phase: 4

Block: Lot #: Parcel ID #: H-PMSD-4-A, H-3-1-34-3228, H-3-34-3205

Zone: RM-2

Property Owner: Stratton Dev, LLC

Permit Contact: Amanda Pectol P:(435) 635-2944

Email: team@myinterstatehome.com

CONTACT INFORMATION

Engineer of Record: Rosenberg Associates

Email: ar@racivil.com P: (435) 673-8586

General Contractor: Interstate Homes, LLC

License #: P: (435) 635-2944

Address: 52 S. 850 W. 202A

City: Hurricane State: UT Zip: 84737

Email: team@myinterstatehome.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	500.00
Planning Fee	$	500.00
Sub Total:	**$**	**500.00**
Permit Total:	**$**	**500.00**
Amount Paid:	**$**	**500.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC25-02

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Amanda Pectol

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #:

DRAFT

At Interstate Homes, we are aware of the housing-crisis facing our country, state, and local communities and the dire need for housing. We have made it a goal to do our part in solving this problem in our community.

We feel a natural first step in accomplishing this goal is to find property close to schools and jobs so we can develop and build affordable housing. That's what makes this property ideal.

We are hopeful, with your blessing of a zone change, we can build 2 housing units on this property. Our organization owns and manages the 8 apartments next to this property that we plan to incorporate with these 2 new units.

We appreciate your consideration and look forward to working with you to solve this dire housing challenge.

Kind regards,

The Interstate Homes Team

Interstate Homes - 435.635.2944 - 52 S 850 W, 202A, Hurricane, UT 84737 - team@myinterstatehome.com

Pecan APT Zone

ZoningGroupOnline

Zoning

Classification

- A-10: Agricultural - 1 Unit Per 10 Acres
- A-5: Agricultural - 1 Unit Per 5 Acres
- RR: Recreational Resort Zone
- OS: Open Space
- RA-1: Residential Agricultural - 1 Unit Per Acre
- RA-0.5: Residential Agricultural - 2 Units Per Acre
- R1-15: Residential - 1 Unit Per 15,000 Sq. Ft.
- R1-10: Residential - 1 Unit Per 10,000 Sq. Ft.
- R1-8: Residential - 1 Unit Per 8,000 Sq. Ft.
- R1-6: Residential - 1 Unit Per 6,000 Sq. Ft.
- RM-1: Multi-Family - 6 Units Per Acre
- RM-2: Multi-Family - 10 Units Per Acre
- RM-3: Multi-Family - 15 Units Per Acre
- MH/RV: Mobile Home - RV
- GC: General Commercial
- PC: Planned Commercial
- HC: Highway Commercial
- NC: Neighborhood Commercial
- BMP: Business/Manufacturing Park
- M-1: Light Industrial
- M-2: Heavy Industrial
- Public Facility

RM-2

globalid	695d37dd-2a81-4d5e-b1e3-6bd4a546992c
OBJECTID	31679
Zoning Classification	RM-2
Planning Commission Date	
City Council Date	4/3/2008, 6:00 PM
Former Zone Code	
Acres	5.043626
Notes	
Last Update Date	
Last Editor	
Parcle ID	
st_area(shape)	219701.232465
st_length(shape)	2597.194372

Title

Legend

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

Notes

188.1 0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

ORDINANCE NO ZC25-02

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCELS H-3-1-34-3205, H-3-1-34-3228, AND H-PMSD-4-A FROM MULTIPLE FAMILY RESIDENTIAL 2 (RM-2) TO MULTIPLE FAMILY RESIDENTIAL 3 (RM-3)

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

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

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

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

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

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

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

That parcels H-3-1-34-3205, H-3-1-34-3228, and H-PMSD-4-A are rezoned from Multiple Family Residential 2 (RM-2) to Multiple Family Residential 3 (RM-3).

PASSED AND APPROVED on this 20th day of February 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 20th day of February 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

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**02/20/2024 – City Council**
Application Number:	ZC25-02
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Interstate Homes
Agent:	Amanda Pectol
Request:	Approval of a Zone Change from RM-2 to RM-3.
Location:	126 S 850 W
Zoning:	RM-2
General Plan Map:	Single Family
Recommendation:	Approve
Report Prepared by:	Gary Cupp

Discussion:
The applicant is seeking a zone change from Multiple Family RM-2 to Multiple Family RM-3 on the existing Pecan Meadows development in order to add an additional two units. There are currently eight units on the site which are currently owned and rented by the applicant. If approved, this would allow a maximum of eleven units on the site. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change.

	Zoning	Adjacent Land Use
North	HC	Pecan Plaza commercial office building
East	R1-6	Single family homes
South	RM-2	Multifamily development
West	RM-3	Multifamily development (under construction)

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

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

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

1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

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

Response: The General Plan Map shows this area as Single Family, which recommends:

These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

The proposed zone change to multiple-family conflicts with the General Plan Map's single-family designation for the site. Notwithstanding, it is important to note that the property is already currently zoned multiple-family, and the zoning designations of almost all immediately adjacent properties are also zoned multiple-family and therefore also do not conform with the General Plan designation for the area. The incongruity between the general plan and zoning for this area was likely a past oversight in the mapping processes by the City. But since the adjacent developments are multiple-family developments, the redesignation of the 0.75-acre parcel from Multiple Family RM-2 to Multiple Family RM-3 would not have any perceptible impact on the area being that the project site is already zoned for multi-family development.

In addition, the General Plan recommends the City approve "*Medium and high density residential developments … near support facilities such as collector and arterial roads, schools, shopping, and employment centers*…", which would apply to this development.

Finally, the Moderate Income Housing Plan encourages the development of moderate income housing units along major corridors, such as SR-9, in walkable areas close to schools and businesses, which this area would qualify as.

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

Response: There are already multifamily developments surrounding this development and two additional units would be in character with the surrounding developments.

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

Response: Adding two new units to an already multifamily property is unlikely to cause an adverse effect on any adjacent property.

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

Response: Facilities and services are adequate for this development. JUC had no concerns about availability.

JUC Comments:
Public Works: No comment.

Power: There is currently a 200 amp meter on the property that runs the lights and sprinklers, this will have to move to the building. Power will come from the transformer that sits on 850 west just north of the proposed duplex. Power transformer is large enough to accommodate 2 additional 125amp services.
Water: Okay.
Streets: Is there enough room to add buildings and is parking sufficient?
Sewer: Ash Creek has no issue with the zone change. It should be noted that there is only 1 existing lateral stubbed to the property. Additional laterals may need to be installed depending on the nature of the project.
Engineering: Does this proposed zone change enclose both parcels H-3-1-34-3228 (Stratton Development LLC) & H-3-1-34-3205 (Stratton Brothers LLC)? Split ownership and the smaller remainder lot (H-3-1-34-3205) should be tidied up. The applicant could potentially secure or construct adequate facilities for themselves. Existing public utilities are in 850 W street and the site's location near the high school and Coral Canyon Family Entertainment Center make it desirable for higher density. The applicant would benefit from reviewing HCC 10-34-8(B) which states, "except for parking for a single- family or two-family dwelling and townhouses, access to a parking space or parking lot shall be from a parking lot aisle and not directly from a public street." The existing parking lot and existing on-site utilities must likely be reconfigured to accommodate additional units.
Fire: Approved.
Fiber: No comment.
Gas: Okay with gas.

Site Plan Design:
No site plan has been submitted and none is required with the zone change application. The two existing fourplexes onsite were built in the 1990s and the records are not readily available on their approvals, although the townhome subdivision south of here Pecan Meadows Phase 4 does have readily available records. A preliminary and final site plan approval will be required for the new multifamily units.

Parking: Judging by the size of the existing parking lot and available room, staff estimates that there is enough area for four more parking stalls.

Open Space and Amenities: The most likely location for the additional duplex is where an existing grass field and basketball court are located. This area was platted as part of Pecan Meadows Phase 4, and the City did not require those amenities to be installed with that development. There are other open space amenities in this subdivision. The existing development, even with the proposed expansion, is too small to require additional amenities, although staff would recommend the existing amenities be salvaged or maintained to the extent possible.

Findings:
Staff makes the following findings:

1. While the application does not meet the General Plan Map, it does meet many of the goals and recommendations of the General Plan and Moderate Income Housing Plan.
2. Due to the existing multifamily development in the area, this zone change is harmonious with the overall surrounding development.
3. Due to the limited number of units and nature of the existing development in the area, the proposed amendment will not have an adverse impact on the area.
4. Services are adequate to serve the property.

Recommendation: The City Council should review this zone change application based on the standards within the Hurricane City Code and consider any public comments received in the public hearing. Staff recommends approval subject to staff and JUC comments and findings.

Hurricane City
Application

Application Accepted Date: 01/24/2025

Type of Improvement: Zone Change Application

Description:

Bldg. Address: 380 west 500 south

City: Hurricane City State: UT Zip: 84737

Subdivision: TK Ranch Estates Phase: 1

Block: Lot #: 4 Parcel ID #: H-TKRE-1-4

Zone: R1 10

Property Owner: Don Behunin

Permit Contact: Don Behunin P:(435) 669-9643

Email: dcbehunin85@gmail.com

CONTACT INFORMATION

General Contractor: Don Behunin

License #: P: (435) 669-9643

Address: 380 west 500 south

City: Hurricane State: Utah Zip: 84737

Email: dcbehunin85@gmail.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	500.00
Planning Fee	$	500.00
Sub Total:	**$**	**500.00**
Permit Total:	**$**	**500.00**
Amount Paid:	**$**	**500.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC25-03

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Don Behunin

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #:

DRAFT

Narrative for Zoning Change Request from R1-10 to R1-8

Project Overview:

The purpose of this request is to seek a zoning change from R1-10 to R1-8 for a residential lot located at 380 West 500 South in Hurricane. This proposed change will allow us to utilize the existing land in a way that benefits both our family and our community. Specifically, the zoning adjustment would enable the construction of a multi-generational living space designed to accommodate aging parents while providing us with a sustainable housing solution as we grow older, too. This change reflects a thoughtful and responsible approach to adapting our living space to meet the evolving needs of our family while remaining in harmony with the surrounding neighborhood.

Family Context:

As our family evolves, we are increasingly focused on providing care and comfort for our aging parents. In this case, we wish to create a living space that allows our parents to remain close to us while maintaining independence. The proposed change in zoning would allow us to build a single-level dwelling or an accessory dwelling unit (ADU) on the property and connected to the existing structure, designed specifically with accessibility and ease of living in mind. This would include features such as wide doorways, no-step entrances, and other modifications that ensure our parents can comfortably age in place.

Additionally, this zoning change would allow us to future-proof our own living situation. As we age, it's important for us to have a place where we can continue to live independently but also access the care and support of our family. The new layout would allow for this flexibility, offering a long-term solution to our housing needs.

Proposed Development:

The lot in question is currently zoned R1-10, which limits the possibilities for developing a multi-generational living arrangement. Changing the zoning to R1-8 would allow us to build a more compact living space while still preserving adequate green space and ensuring the development fits within the character of the neighborhood.

We propose a development that is both respectful of the existing community and forward-thinking in terms of its functionality. The proposed single-level dwelling or ADU would be designed to blend seamlessly with the existing home and structures in the neighborhood, using materials and architectural styles that are in keeping with the area's aesthetic.

Moreover, the proposed change would enhance the property's accessibility, allowing for ease of movement and ensuring that everyone, regardless of age or physical ability, can safely navigate the space. This is particularly important for our aging parents, who would

benefit from living on a single level with direct access to necessary amenities, such as the kitchen, bathroom, and living areas. Otherwise, our current split-level home would not allow for this accessibility.

Community Benefits:

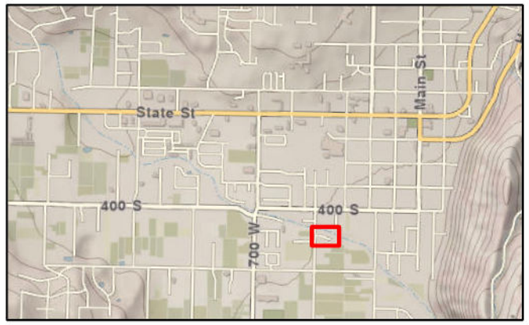
The proposed zoning change and development plan would not only benefit our family but also have positive impacts on the wider community. Multi-generational housing is a growing trend and providing spaces where families can care for aging loved ones is essential for promoting stronger, more connected communities. This type of housing arrangement reduces the need for assisted living facilities, providing an alternative that is both more affordable and more intimate.

Additionally, the development would be designed to complement the surrounding homes, preserving the neighborhood's overall look and feel. The smaller, more efficient design allowed by the R1-8 zoning would contribute to maintaining the residential character of the area while offering innovative solutions for modern living.

Conclusion:

In summary, this zoning change request seeks to create a more adaptable living environment that addresses the needs of aging parents and ensures that we, as a family, have the option to age in place. By utilizing the existing land in a thoughtful and responsible way, we aim to enhance the functionality of our property while respecting the surrounding community. We believe this change will provide long-term benefits to our family and the neighborhood, fostering a supportive environment for residents of all ages. We respectfully request your consideration and approval of this zoning adjustment to R1-8.

Thank you for your time and attention to this matter.



Legend

Parcel: H-TKRE-1-4

Zoning

- A-10: Agricultural - 1 Unit Per 10 Acres
- A-5: Agricultural - 1 Unit Per 5 Acres
- RR: Recreational Resort Zone
- OS: Open Space
- RA-1: Residential Agricultural - 1 Unit Per Acre
- RA-0.5: Residential Agricultural - 2 Units Per Acre
- R1-15: Residential - 1 Unit Per 15,000 Sq. Ft.
- R1-10: Residential - 1 Unit Per 10,000 Sq. Ft.
- R1-8: Residential - 1 Unit Per 8,000 Sq. Ft.
- R1-6: Residential - 1 Unit Per 6,000 Sq. Ft.
- RM-1: Multi-Family - 6 Units Per Acre
- RM-2: Multi-Family - 10 Units Per Acre
- RM-3: Multi-Family - 15 Units Per Acre
- MH/RV: Mobile Home - RV
- GC: General Commercial
- PC: Planned Commercial
- HC: Highway Commercial
- NC: Neighborhood Commercial
- BMP: Business/ Manufacturing Park
- M-1: Light Industrial
- M-2: Heavy Industrial
- Public Facility

Existing Zone: R1-10

380 W 500 S
Hurricane, UT

N W E S

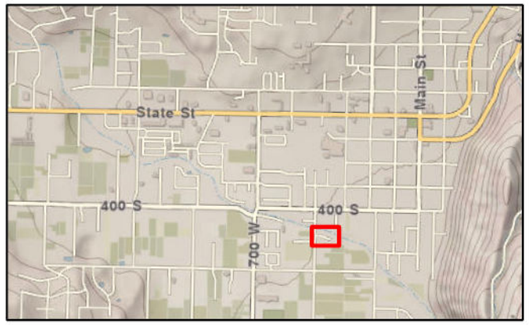
Sheet No.
1 of 1

EXHIBIT 1A

Drawn By: JB

Checked by:

Date: 1/16/2025



Legend

Parcel: H-TKRE-1-4

Zoning

- A-10: Agricultural - 1 Unit Per 10 Acres
- A-5: Agricultural - 1 Unit Per 5 Acres
- RR: Recreational Resort Zone
- OS: Open Space
- RA-1: Residential Agricultural - 1 Unit Per Acre
- RA-0.5: Residential Agricultural - 2 Units Per Acre
- R1-15: Residential - 1 Unit Per 15,000 Sq. Ft.
- R1-10: Residential - 1 Unit Per 10,000 Sq. Ft.
- R1-8: Residential - 1 Unit Per 8,000 Sq. Ft.
- R1-6: Residential - 1 Unit Per 6,000 Sq. Ft.
- RM-1: Multi-Family - 6 Units Per Acre
- RM-2: Multi-Family - 10 Units Per Acre
- RM-3: Multi-Family - 15 Units Per Acre
- MH/RV: Mobile Home - RV
- GC: General Commercial
- PC: Planned Commercial
- HC: Highway Commercial
- NC: Neighborhood Commercial
- BMP: Business/ Manufacturing Park
- M-1: Light Industrial
- M-2: Heavy Industrial
- Public Facility

Proposed Zoning: R1-8

380 W 500 S
Hurricane, UT

N W E S

Sheet No. 1 of 1

EXHIBIT 1A

Drawn By: JB

Checked by:

Date: 1/16/2025

ORDINANCE NO ZC25-03

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-TKRE-1-4 FROM SINGLE FAMILY RESIDENTIAL 10 (R1-10) TO SINGLE FAMILY RESIDENTIAL 8 (R1-8)

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-TKRE-1-4 is rezoned from Single Family Residential 10 (R1-10) to Single Family Residential 8 (R1-8).

PASSED AND APPROVED on this 20th day of February 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 20th day of February 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

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**02/20/2025 – City Council**
Application Number:	ZC25-03
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Don Behunin
Agent:	
Request:	Zone Change from R1-10 to R1-8.
Location:	380 W 500 S
Zoning:	R1-10
General Plan Map:	Single Family
Recommendation:	Approve
Report Prepared by:	Gary Cupp

Discussion:
The applicant requests a zone change from Single Family R1-10 to Single Family R1-8 on 0.23 acres located on 500 S just south of Gould's Wash, Lot 4 of TK Ranch Estates. The applicant has stated that their purpose is to have reduced rear yard setbacks that the R1-8 zoning allows. The applicant wishes to build an addition on the rear side of their house. The rear setback in R1-10 is 20 feet, and 10 feet in R1-8. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change as presented.

	Zoning	Adjacent Land Use
North	PF, R1-10	Gould's Wash, single family houses
East	R1-10	Single family houses
South	R1-10	Single family houses
West	R1-10	Single family houses, some agriculture

Zone changes on any parcel of land within Hurricane City 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 Single Family which is defined as:

These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

The property currently meets the General Plan Map and with the proposed change will still meet the General Plan.

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

Response: While the vast majority of the surrounding development is R1-10, the difference between R1-10 and R1-8 is minimal. The property is too small to accommodate a lot split if rezoned to R1-8. The zone change would essentially only affect the rear setback requirement.

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

Response: While typically a reduced rear yard setback could affect adjacent property, it is unlikely in this case since this property abuts Gould's Wash on the rear, and thus a reduced rear yard setback would have no effects, adverse or otherwise, on adjacent properties.

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

Response: See JUC comments below. Public facilities and services are adequate to serve the property.

Other Considerations
JUC Comments:
The following comments will need to be addressed

1. **Public Works:** No comment.
2. **Power:** No concerns.
3. **Sewer:** No comment.
4. **Streets:** No comment.
5. **Water:** Okay.
6. **Engineering**: The proposed zone change is consistent with the General Plan; however, it could be argued that there are potential issues with the remaining three (3) zone change approval standards: the proposed amendment is disharmonious with the overall character of the existing development in the property's vicinity, the zone change can have a negative effect on floodway and trail plans for Goulds Wash, and said plans for said facilities and services intended for the property are inadequate. If approved this will be the only lot that's R1-8 in an R1-10 zone. The Hurricane City Active Transportation Plan has published Hurricane City's intention to install a 12' wide Shared Use trail along/within Goulds Wash (which is a regulated floodway). Although the Final Plat for TK Ranch has designated an 8' wide space for a public sidewalk north of the subject property it appears the slope of the existing channel already occupies that space. Accommodating the floodway and planned trail within the existing public areas may not be possible without the city acquiring additional property. The Planning Commission and subsequently the City Council should assess these claims.
7. **Fire:** Approved.
8. **Cable:** No comment.
9. **Phone:** No comment.

10. **Fiber:** No conflict.
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. **Setback Comparison:**
   a. HCC 10-13-4

	R1-10	**R1-8**
Front	25’	25’
Rear	20’	10’
Side	10’	10’
Street Side	20’	20’

   b. The only difference in the two zonings is the rear setback.
2. While this could be considered a “spot zoning”, beyond general planning principles, there is nothing preventing the City from approving a rezone for individual parcels, especially for cases like this where the difference in standards is minimal and unlikely to affect any adjacent properties. The analysis above would also apply for any of the other homes on the north side of 500 S, or possibly even the entire subdivision. The City Council could extend this zone change to the entire row of houses, after proper noticing requirements are met.
3. The TK Ranch Estates plat, as recorded with the Washington County Recorder, states the setbacks, including a 20’ rear yard setback, this will need to be amended by the applicant in order to continue on to building permit.

Findings:

Staff makes the following findings:

1. The application meets the standards within the General Plan and General Plan Map.
2. Due to the existing home on the lot being expected to minimally expand with a house addition, the proposal is considered consistent with existing development.
3. The proposed amendment will not adversely impact the area and is within the parameters of the General Plan.
4. Services are adequate to serve the area and proposed project.

The Planning Commission considered the following three decision options:

- Approve the zone change as presented: The possible impacts of this zone change are minimal. Based on the findings above, staff believes the zone change can be approved as is and the Planning Commission also recommended this option.

- Approve the zone change for a larger area: In order to maintain consistency in zoning and not have any spot zones the Planning Commission and City Council could approve the zone change for a larger area (a decision would have to be made on how large of an area). Ideally, under this scenario the City would also receive consent from all the property owners involved.

- Denial: The Planning Commission and City Council can reasonably make the determination that R1-8 zoning is not consistent with the existing R1-10 zoning in the area and make a motion to deny the zone change. Staff does not recommend this option.

Recommendation: The City Council should review this zone change application based on the standards within the Hurricane City Code and consider any public comments received in the public hearing. Staff recommends approval of the zone change as presented subject to staff and JUC comments and findings.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **Ordinance ZC25-03, a request for a Zone Change Amendment from Single Family Residential R1-10 to Single Family Residential R1-8** located at 380 W 500 S. Parcel H-TKRE-1-4.

Discussion: The applicant requests a zone change from Single Family Residential R1-10 to Single Family Residential R1-8. The applicant has stated that they need a smaller rear yard setbacks to construct an addition on the existing house. The existing rear setback requirement is 20 feet, and the R1-8 zone would reduce the setback to 10 feet which would allow a larger building area for the addition. A public hearing was held at the February 13, 2025 Planning Commission meeting regarding the proposed zone change request and no public comments were received. The Planning Commission unanimously recommended approval of the zone change.

Property Details
Lot size: 0.23 AC
Parcel: H-TKRE-1-4
Address: 380 W 500 S
Existing building: 1 single-family residence
Zoning: Single Family Residential R1-10
General Plan: Single Family

2/13/2025 Planning Commission
A public hearing was held and no public comments or objections were received. Staff and JUC comments are generally supportive of the zone change request. Engineering staff comments indicate that the city's Active Transportation Plan recommends a 12-foot-wide shared-use trail along Goulds Wash and that the proposed zone change could have an effect on the floodway and the trail plans. The Planning Commission discussed this concern, but ultimately felt that the project would have a minimal impact and recommended approval. --Gary Cupp

Findings:

Recommendation:

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a **contract with the State of Utah Division of Outdoor Recreation** regarding the connection from Sand Mountain to Sand Hollow State Park.

Discussion: Hurricane City won a grant for $2,000,000 to go towards construction of exit and entrance ramps for Exit 19 (3200 West) on SR-7. This is a smaller part of a larger project that includes providing a new entrance into Sand Hollow State Park at Exit 19. The contract that is before is required by the Utah State Division of Outdoor Recreation, Utah Out door Recreation Initiative in order to receive the funds. The contract spells out the City's obligations relative to spending the funds and how the funds will be administered.

Findings:

Recommendation: It is recommended that the City approve and execute the contract so we can receive the grant funds and move forward with the project. - Arthur LeBaron

Contract No.
Vendor No. 25733GE

STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Utah Outdoor Recreation Initiative (ORI)

Connection from Sand Mountain to Sand Hollow State Park

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Division of Outdoor Recreation, referred to as the State,

   Department of Natural Resources
   Division of Outdoor Recreation
   1594 West North Temple #100
   Salt Lake City, UT 84116

   Contact Person: Patrick Morrison
   Phone: 385-268-2504
   Email: patrickmorrison@utah.gov

   and the following Awardee:
   Hurricane City
   147 N 870 W
   Hurricane, UT 84737

   Federal Tax ID: 87-6112106

   Contact Person: Arthur LeBaron
   Email: arthur@hurricane.utah.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to award funding for the Connection from Sand Mountain to Sand Hollow State Park Project. This contract provides terms and conditions under which the Awardee may obtain and maintain eligibility for the Utah Outdoor Recreation Initiative funding.

3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 79-7-501-503. All awarded funding is subject to and contingent on legislative appropriation.

4. **CONTRACT PERIOD:**
   This contract is executed as of the date of the last signature and is effective through **April 30, 2027,** unless terminated early or extended in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The State awards and the Awardee accepts a potential award of up to $2,000,000. The awardee will provide a match based on the attached budget.

Fund: 2306 **Commodity Code:** 9999 **Appropriation:** 2306
Unit: 8272 **Program Code**: COAILCP

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A – Standard Terms and Conditions for Award
Attachment B – Utah Outdoor Recreation Initiative Terms and Conditions
Attachment C – Project Description and Schedule
Attachment D – Budget

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the award authorized by this contract, the funding application, APP-003963, and all documents submitted into Salesforce for this Project.

8. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that he/she is duly authorized and has the legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

9. USE OF AWARD MONEY

In signing this contract Awardee affirmatively acknowledges and agrees that Awardee is obligated to expend any and all awarded monies in furtherance of the Project set out in the Project proposal as approved by the State and in a way that is consistent with the Scope of Work attached to this contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by Awardee and the State, no awarded monies may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects or awards, even if those projects or awards s are administered by the State or the Division of Outdoor Recreation. Awardee understands and affirmatively acknowledges that expenditure of award monies on any cost or expense that is not directly associated with the Project approved by the State in connection with this Contract constitutes a material breach of this Contract. Awardee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended award monies and to take any other legal action that the State, at its sole discretion, determines to be necessary to ensure award monies are or were expended in a manner consistent with the requirements of this contract and Utah law.

..
.

BY SIGNING THIS CONTRACT, THE Awardee HEREBY ACKNOWLEDGES THAT THE Awardee HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

HURRICANE CITY

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF UTAH -
Division of Outdoor Recreation

Signature: _____

Name: Patrick Morrison

Title: Recreation Program Director

Date: _____

REVIEWED AND PROCESSED
Division of Finance

Date: _____

Utah Contract Number:

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
    1. "**Contract**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
    2. "**Grant Money**" means money derived from State gas tax that are owned, held, or administered by the State.
    3. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
    4. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
    5. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
    6. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts, and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties; which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract, or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph includes but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The state may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, sub-contract or sublet rights, or delegate any right or obligation
under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section. This provision does not apply to Federal Government Grantees.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary, or otherwise in the intellectual property owned or licensed by the other unless otherwise agreed upon by the parties in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: February 2022)

Attachment B: Utah Outdoor Recreation Initiative Program Terms and Conditions

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:**
   a. The scope of work for this Contract is outlined in Attachment C. The Awardee hereby agrees to complete the Project according to and shall use the award funding provided to achieve the goals and benchmarks set forth therein.
   b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
   c. The Awardee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the Project.
   d. All requirements listed in the application for eligibility and required attachments are incorporated here by reference though not attached hereto.
   e. The Project shall commence within 180 calendar days of the Contract effective date and be completed on or before the Contract termination date.
   f. The Awardee agrees that the project area planned, studied, acquired, developed, or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Initiative award Program funds is converted to another use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Awardee.
   g. The Awardee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Awardee.
   h. The Awardee shall provide evidence that the infrastructure project has county, city, or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Awardee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof of continued support and maintenance contracts at any time. The Awardee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the awarded funds.
   i. If the project is on Federal lands, the Awardee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the award funds. The Awardee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
   j. All property on which Outdoor Recreation Initiative infrastructure-funded projects are located must be owned by or under the control of the Awardee (e.g. local government or conservancy) or public agency that has partnered with the Awardee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with an award of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before the completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the award funds.
   k. The Awardee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or

close to a special management area, it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Awardee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the award funds.

l. The Awardee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Awardee or others in awarding access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Awardee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the award funds.

m. The Awardee shall notify the State of the public opening date, and upon the public opening of the project, the Awardee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, a press release to the local media or social media outlets to appropriately promote the public use of the project.

2. <u>NATURE OF ENTITY:</u>

a. The Awardee is not a for-profit entity; for-profit entities may not receive Utah Outdoor Recreation Initiative funding.

3. <u>REPORTING:</u>

a. The Awardee shall provide the State Entity with a report on the Project's progress at least once every six (6) months, and with a final report no later than sixty (60) days after the Contract termination date. Each report shall include the following:
   i. Assurances that, and documentation sufficient to show, that all monies paid to the Awardee were used towards completion of the Project outlined in Attachment C.
   ii. A brief synopsis of the work completed in the previous six months; and
   iii. An outline of the work anticipated to be completed in the next six months.

b. If the Awardee fails to provide the first two scheduled reports to the State, as described herein, the Awardee shall waive any consideration by the State for potential contract extension should such extension be necessary to complete the Awardee's project.

4. <u>REIMBURSEMENT REQUESTS:</u>

a. Reimbursement requests may be submitted throughout the project contract period.

b. Awardee shall, at a minimum, provide the State Entity with the following documentation with each reimbursement request:
   i. All reimbursements:
      - Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the Project;
      - Records of volunteer labor or other in-kind donations for work done on the Project;
      - A description and an itemized report detailing the expenditure of the award or the intended expenditure of any award funds that have not been spent;
      - The provided reimbursement request document.
   ii. Final Reimbursement includes the above and:
      - Photos to show the Project is complete, and/or final planning and/or research documents;
      - A final report with the description of the Project and other data requested by the State;
      - A description and an itemized report detailing the expenditure of the award or the intended expenditure of any award funds that have not been spent; and
      - All expenditures must be dated prior to the Contract expiration date.

c. Awardee shall submit the above documentation electronically to the award Program Manager, Patrick

Morrison, patrickmorrison@utah.gov. The Awardee shall document that all of the award money received by the Awardee for this project was spent on efforts towards the project.

d. The State reserves the right to require Awardee to submit any additional documentation the State, at its sole discretion, determines necessary to confirm Award Money was spent in accordance with the terms of this Contract.

e. The State must receive final reimbursement within 60 days after the Contract termination date. Awardee may request a Project extension if the completion of the Project will not meet the current Contract expiration date. An amendment request must be submitted **60 days** prior to the initial Contract expiration date.

5. **FUNDING UPFRONT:**
   a. The Awardee shall not receive any award funds until this Contract is fully signed and executed.
   b. Up to 75% of the Contract Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's project. The previous upfront funds must be spent, and documentation submitted before requesting an additional 25% in upfront funds.
      i. Project timeline showing expenditures of funds in six- or twelve-month increments must be submitted with an upfront funding request.
      ii. A project budget showing the expenditure of upfront funds must be submitted with an upfront funding request. Ex, bids, or quotes showing the need for upfront funding.
      iii. Within six months of receipt of 75% of contract funding, backup documentation of expenditures associated with those funds must be submitted to the State.
      iv. The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site inspection (if applicable), and submission of the Final Report.
   c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
   d. All funds must be spent by the Grantee within the scope of the Grantee's project.

6. **SITE VISITS:** The Awardee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the Project.

7. **AUDIT:**
   a. The Awardee shall allow the State to audit and inspect all records relating to this Award.
   b. The Awardee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for a period of up to six (6) years from the date of final payment under this Contract.
   c. The Awardee shall refund to the State any award funds spent that any audit or inspection finds do not meet the requirements of this Contract.

8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the award funding and the activities covered by this Contract, including achievement of goals and benchmarks, location of the Awardee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Awardee agrees to allow the State or its representative access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of all Award Money or a portion thereof, or to terminate this Contract and pay no further funds, in the event that the Awardee breaches any of the terms of this Contract.

10. **ATTRIBUTION:** The Awardee shall ensure that the Utah Division of Outdoor Recreation award is recognized as a partner in the Project. Such efforts may include recognition of the State in fundraising materials and signage at the project site, use of the Division name and official logo, and other appropriate attribution for the funding made possible by the division.

11. **ACCESS TO DATA:** At the State's request, the Awardee shall allow the State access to data and information about the Project to assess progress and ensure that award funding is being spent on the Project specified within the Awardee's Project proposal.

12. **STATE CONTACT PERSON:** The State designates the Director of the Division of Outdoor Recreation, or their designee, as the person to consult with the Awardee on an ongoing basis. The contact person will provide the Awardee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Awardee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly promote, display the name of, and otherwise refer to the Awardee and their Project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Awardee. The Awardee agrees to acknowledge State funding in publications or presentations.

Attachment C: Project Description and Schedule

Project Description

Sand Hollow State Park is the busiest in the Utah State Parks system. Because of its proximity to Sand Mountain, there is a large demand for Off-Highway Vehicles to enter the park to take advantage of the park amenities, camping, and staging areas. There are also OHV events that are promoted regularly at the park such as Matt's Off-Road Games, UTV Takeover, Trail Hero, Winter 4x4 Jamboree, etc. These events attract thousands of participants and the current access from the State Park to Sand Mountain is limited to a one-way tunnel that cannot accommodate the demand. At times users will wait in a queue for 2 hours to get through the tunnel. Also during high-use periods, the current access to the park on Sand Hollow Road gets overwhelmed and queues back up onto Sand Hollow Road for up to a mile. Currently, the tunnel is not managed as a fee-collection access point, which is also a concern for managers at the State Park. The project proposal is to construct a new entrance into Sand Hollow State Park that makes use of the existing 3200 West interchange on SR-7. This entrance is directly across SR-7 from a traditional access point to Sand Mountain, known as the "Green Gate" by locals. Construction of this additional access will provide relief from congestion at the tunnel and the main entrance. The project includes the completion of the 3200 West interchange by completing the westbound exit and entrance ramps. The structure and eastbound ramps were completed with the initial build of SR-7. The project also includes the construction of 3200 West Street, a queueing area, entrance station buildings, a parking area, and ancillary utilities. Hurricane City is providing project management to unite the stakeholders' efforts to complete the project.

Project Schedule

We have had several meetings with the stakeholders and established a timeline of 1 year for design and 1 year for construction, for a total of 2 years.

Attachment D: Budget

Project Name:	Project Applicant:	Project County:	Qualified for UORG Match?
Connection from Sand Mountain to Sand Hollow State Park	Hurricane City	Washington	Qualified for UORG Match

OVERVIEW OF FUND SOURCES

Step 1: *List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. UORG requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.*

1. CASH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Cash Amount	Total Cash Funding ($)
	Utah Outdoor Rec. Grant	Division of Outdoor Recreation	11/26/2024	$2,000,000.00	$2,000,000.00
	Applicant Cash Match				
	Partner 1 Cash Match	Utah State Parks		$5,000,611.25	$5,000,611.25
Insert more rows as needed below	[Partner 2 Cash Match]				$0.00
				TOTAL CASH FUNDING	**$7,000,611.25**

Step 2*: List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.*

2. IN-KIND MATCH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	In-Kind Value	Total In-Kind Funding ($)
Value of materials, equipment or services	Applicant In-Kind				$0.00
	[Partner In-Kind Match]				$0.00
	[Partner In-Kind Match]				$0.00
Insert more rows as needed below	[Partner In-Kind Match]				$0.00
				TOTAL IN-KIND FUNDING	**$0.00**
TOTAL PROJECT VALUE				**TOTAL PROJECT COST (UORG+Cash+In-Kind)**	**$7,000,611.25**

DETAILED LIST OF ANTICIPATED USE OF FUNDS

Step 3*: List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from UORG (Orange), applicant funds, or partner funds below. Add rows as needed.*

3. CASH DETAILED DESCRIPTION

Type of Service: Please select or change	Vendor (Organization)	Anticipated Use of Cash Funds:	Number of Units	Cost Per Unit	Extended Cost	Difference $0.00 Utah Outdoor	Cash Amounts Agree Applicant Funds	Partner Funds
Misc. Category	Contractor to be	Construction of interchange ramps	1	$ 5,159,000.00	$ 5,159,000.00	$ 2,000,000.00		$ 3,159,000.00
Misc. Category	Contractor to be	Construction of 3200 West Street	1	$ 713,326.71	$ 713,326.71			$ 713,326.71
Misc. Category	Contractor to be	Utilities	1	$ 150,000.00	$ 150,000.00			$ 150,000.00
Misc. Category	Contractor to be	Entrance Station & Appurtenances	1	$ 516,000.00	$ 516,000.00			$ 516,000.00
Misc. Category	Contractor to be	Construction of Fencing	1900	$ 10.00	$ 19,000.00			$ 19,000.00
Professional Services	Consultant team to be	Design	1	$ 167,419.20	$ 167,419.20			$ 167,419.20
Misc. Category	Contractor to be	Pre-Design Contingency	1	$ 275,865.34	$ 275,865.34			$ 275,865.34
Please select type from dropdown menu.								$ -
Please select type from dropdown menu.								$ -
Please select type from dropdown menu.								$ -
Please select type from dropdown menu.								$ -
					$ 7,000,611.25	**$ 2,000,000.00**	**$ -**	**$ 5,000,611.25**

Step 4*: List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. Add rows as needed.*

4. IN-KIND DETAILED DESCRIPTION

Type of Service: Please select or change	Source of Funds	Anticipated Use of In-Kind Funds:	Number of Units	Cost Per Unit	Extended Cost	Difference $0.00 Applicant In-Kind	In-Kind Amounts Agree Partner In-Kind
Please select type from dropdown menu.							
Please select type from dropdown menu.							
Please select type from dropdown menu.							
Please select type from dropdown menu.							
ANTICIPATED USE OF IN-KIND FUNDS				**IN-KIND SUBTOTAL**	**$ -**	**$ -**	**$ -**
TOTAL Eligible Project Costs					**TOTAL PROJECT COST (UORG+Cash+In-Kind)**	**$7,000,611.25**	

Step 5*: Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, purchases of real estate, NEPA or other permitting etc.*

5. ADDITIONAL INELIGBLE PROJECT COSTS

$ -

Description	Source of Funds	Cost
Please add description here	Applicant/Partner	$ -
	Total	**$ -**

TOTAL PROJECT COST *(projected)* **$7,000,611.25**

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **contract award for the Hurricane City 2025 Slurry Seal Project.**

Discussion: Hurricane City budgets restricted funds each year for pavement management. Public works has identified streets that should be slurry sealed in accordance with the City pavement management plan. Five contractors responded to the City's advertisement for bids.

Findings: American Pavement Preservation submitted the low bid of $887,186.18. The City's engineer's estimate was $896,019.57. The high bid was $1,115,000.00. The City has the funds to be able to award the project to the low bidder. Hurricane City has worked with this company in the past on successful projects.

Recommendation: It is recommended that the project be awarded to American Pavement Preservation in the amount of $887,186.18. - Arthur LeBaron

Hurricane City 2025 Slurry Seal Project Bid Tabulation

		Contractor:	VSS International		Asphalt Preservation		American Pavement		Intermountain Slurry		Morgan Pavement		Engineer's Estimate	
Item	**Quantity**	**Unit**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**
Mobilization	1	Lump Sum	$ 81,600.60	$ 81,600.60	$ 12,500.00	$ 12,500.00	$ 8,000.00	$ 8,000.00	$ 39,258.00	$ 39,258.00	$ 11,600.00	$ 11,600.00		$ -
Traffic Control	1	Lump Sum	$ 250,000.00	$ 250,000.00	$ 20,000.00	$ 20,000.00	$ 57,000.00	$ 57,000.00	$ 35,000.00	$ 35,000.00	$ 3,200.00	$ 3,200.00		$ -
Type II Slurry Seal	520371	SY	$ 1.40	$ 728,519.40	$ 1.50	$ 780,556.50	$ 1.58	$ 822,186.18	$ 2.00	$ 1,040,742.00	$ 1.59	$ 826,401.19	$ 1.67	$ 869,019.57
			Total:	**$ 1,060,120.00**	**Total:**	**$ 813,056.50**	**Total:**	**$ 887,186.18**	**Total:**	**$ 1,115,000.00**	**Total:**	**$ 841,201.19**	**Total:**	**$ 869,019.57**

Note: The Engineer's Estimate unit price included Mobilization and Traffic Control in the per square yard estimated unit cost.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **contract award for the Hurricane City 2025 Chip Seal Project.**

Discussion: Hurricane City budgets restricted funds each year for pavement management. Public works has identified streets that should be chip sealed in accordance with the City pavement management plan. Six contractors responded to the City's advertisement for bids.

Findings: Interstate Rock Products submitted the low bid of $191,188.88. The City's engineer's estimate was $204,919.47. The high bid was $298,434.70. The City has the funds to be able to award the project to the low bidder. Hurricane City has worked with this company in the past on successful projects.

Recommendation: It is recommended that the project be awarded to interstate Rock Products in the amount of $191,188.88.- Arthur LeBaron

Hurricane City 2025 Chip Seal Project Bid Tabulation

		Contractor:	Advance Paving		Consolidated Paving		Intermountain Slurry		Hales Sand & Gravel		Sunroc		Interstate Rock		Engineer's Estimate	
Bid Schedule																
Item	**Quantity**	**Unit**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**
Mobilization	1	Lump Sum	$ 22,000.00	$ 22,000.00	$ 22,880.00	$ 22,880.00	$ 58,000.00	$ 58,000.00	$ 12,100.00	$ 12,100.00	$ 16,150.00	$ 16,150.00	$ 7,277.76	$ 7,277.76		$ -
Traffic Control	1	Lump Sum	$ 2,697.45	$ 2,697.45	$ 6,500.00	$ 6,500.00	$ 20,000.00	$ 20,000.00	$ 9,660.00	$ 9,660.00	$ 11,150.00	$ 11,150.00	$ 3,584.47	$ 3,584.47		$ -
Chip Seal, Double Layer	36141	SY	$ 2.55	$ 92,159.55	$ 3.77	$ 136,251.57	$ 2.70	$ 97,580.70	$ 2.55	$ 92,159.55	$ 2.42	$ 87,461.22	$ 2.05	$ 74,089.05	$ 5.67	$ 204,919.47
LMCRS-2H Oil	122	Ton	$ 860.00	$ 104,920.00	$ 917.58	$ 111,944.76	$ 1,007.00	$ 122,854.00	$ 867.00	$ 105,774.00	$ 840.00	$ 102,480.00	$ 870.80	$ 106,237.60		$ -
			Total:	**$ 221,777.00**	**Total:**	**$ 277,576.33**	**Total:**	**$ 298,434.70**	**Total:**	**$ 219,693.55**	**Total:**	**$ 217,241.22**	**Total:**	**$ 191,188.88**	**Total:**	**$ 204,919.47**

Note: The Engineer's Estimate unit price included Mobilization and Traffic Control in the per square yard estimated unit cost.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of the **Bike Park Build Agreement with Sensus Rad Trails** for the Hurricane Bike Park.

Discussion: Professional Mountain Biker Tyler McCaul has approached the City about improving the bike jump park that is located up at the Spilsbury Sports Complex. There are issues with the current jumps, which have served the City well, but were not built in accordance with a master plan for the area. The City has recently adopted a masterplan for the complex that shifts the bike park to the East and complete rebuild has been proposed in order to be compatible with the new master plan. Mr. McCaul has secured a $20,000 grant from the Bronco Wild Foundation and the City has awarded $25,000 toward this effort for a total project budget of $45,000. Mr. McCaul has engaged with Cody Wilkins from Sensus RAD Trails to design and construct the new jumps within the masterplanned location. Cody has indicated that between the $45,000, donations, and volunteers, he can construct the project.

Findings: The project plans are in accordance with the Parks Department's master plan for the Spilsbury Sports Complex. The contract amount exceeds the $25,000 threshold that requires public bidding. However, due to the specialized nature of the work, it is Staff's finding that it is appropriate to award the project the Sensus RAD Trails because of their unique qualifications.

Recommendation: Approval of the agreement is recommended.- Arthur LeBaron

BIKE PARK BUILD AGREEMENT

(One or more agreed proposals, same Customer)

This BIKE PARK BUILD AGREEMENT (the "Agreement"), dated _____, is made and entered into by and between the undersigned "Customer" and Sensus Rad Trails Inc., a Nevada non-profit corporation ("SRT"). Hereinafter, Customer and SRT may be referred to collectively as the "parties" and individually as a "party." The parties hereby agree as follows:

1. WORK PROPOSAL: From time-to-time Customer and SRT may agree that SRT will provide Work for a Project, which will occur by either (a) a proposal document in a form roughly similar to that blank Proposal document included herewith, which is incorporated herein by this reference (each, a "Proposal" document), or (b) an exchange of emails, text messages, or other written communications containing information approximately similar to the information contemplated by the "Proposal" document. Upon agreement on a Proposal, SRT will perform the Work under the agreed Proposal and this Agreement.

2. ENTIRE AGREEMENT: The relationship between the parties is governed by this Agreement. This Agreement represents the entire agreement between Customer and SRT and supersedes all prior written or oral representations and agreements, if any. A Proposal shall be automatically incorporated into, form a part of, and be subject to, this Agreement. The Proposal will set forth those terms and conditions specifically applicable to the particular work to be provided, while this Agreement sets forth the terms and conditions applicable to all of SRT's Work provided to Customer. In the event of a direct, irreconcilable conflict between the terms and conditions of this Agreement and a Proposal, the Proposal shall control. In all other events, the terms and conditions of this Agreement shall be binding on the parties.

3. PRICE: SRT is a 1099 independent contractor and will be paid as identified by the Proposal in exchange for the Work. If no contrary price term(s) are identified in the Proposal, SRT will compete the work on a time and materials basis subject to SRT's standard margin and then applicable labor and equipment rates sheet. In addition to any other term herein, Customer may reasonably adjust its contract price to account for changing economic conditions for any Work that occurs over one year after the date of the Proposal.

4. DEPOSIT: Customer shall pay to SRT the Deposit, if any, agreed between the parties prior to SRT having any obligation to start the Work. Any Deposit will be credited to Customer's final invoice from SRT but may be applied immediately towards the Work and is immediately earned.

5. PAYMENT TERMS: Customer agrees to pay SRT in approximately once every 2 weeks for all SRT services, labor, materials, profit and overhead associated with the Work during that billing period. All payments shall be due in full no more than 7 days after invoicing. Time is of the essence for all payment due dates and unpaid balances shall accrue interest at the rate of 1.5% per month, compounded monthly. In the event of overdue payment, in addition to any other remedies available and without waiving the right to recover damages, SRT may (a) refuse to honor any warranty until payment is brought current and (b) stop Work and keep the job idle until all payments are received, and Customer shall pay for all costs and expenses due to such failure to pay and SRT shall receive an equitable adjustment in the timing of the Work.

6. THIRD-PARTY PAYMENT: If SRT accepts payment from any third-party on behalf of Customer, Customer agrees to hold harmless, defend, and indemnify SRT from any claim, demand, or judgment that said payment should be repaid to the third-party based on lack of consideration or any other rationale.

7. TIME FOR COMPLETION OF THE WORK: SRT shall complete the Work in a prompt and diligent manner in accordance with the parties' Proposal.

8. DESIGN PLANS & SPECIFICATIONS: SRT will complete its services according to any Plans and Specifications (the "Plans") created by or provided to SRT at or before agreement on the Proposal. The Plans supersede any oral communications and any and all verbal discussions not reflected in the Plans are not included. Subsequent change(s) to the Plans is Extra Work and, if agreed by SRT, SRT shall be compensated for the same.

9. CHANGES IN THE WORK: SRT has no obligation to make changes in the Work without written direction from Customer, however, SRT shall be entitled to payment for Extra Work agreed by the parties regardless of whether a signed writing exists evidencing the same. Unless otherwise agreed, Extra Work shall be billed at SRT's applicable labor and equipment rates, and cost of materials and SRT's SRT provided services, plus 25% for profit and overhead (SRT's "standard margin") and shall be payable at the same time as the contemplated progress payments for the Work.

10. PRICING; ALLOWANCES, MATERIAL COSTS, & T&M LABOR: The contract price may be adjusted up or down based on the actual costs, rather than the estimated costs, for any item identified as an allowance. Additionally, Customer shall pay for, as Extra Work, any material cost price increase of more than 5% over the estimated cost on which the original contract price was based. For Work billed at time and materials rates, from time to time, but not to exceed once per year, SRT may reasonably increase their labor and equipment rate to reflect CPI increases and general economic changes. If SRT increases its rates, the new rate will be shown on SRT's next invoice to Customer and if Customer declines to pay the increased rate, SRT may terminate further Work with Customer and is entitled to payment for all Work provided up to the date of termination at the prior rates.

11. NOT INCLUDED: The following is not part of the Work or contract price unless otherwise agreed in writing:

a. Restroom. Customer is to supply all restroom access unless otherwise agreed in writing.

b. Snow removal. Snow removal is not included.

c. Any costs, expenses, materials or labor arising out of or related to the removal, remediation, cleanup, and/or disposal of hazardous materials, substances, and/or products including, but not limited to, asbestos, lead, mold, and/or hydrocarbons.

d. Permits, fees, and/or approvals which are or may be required by any local, state, or federal agency or department, or homeowner's association (HOA).

e. Restricted Access. Customer must provide SRT with unrestricted, no cost access to the Project.

f. Security. SRT is not responsible for theft of or damage to materials or Work at the Project site. No security is provided by SRT.

12. INSURANCE: SRT and Customer shall, each at their own sole cost and expense, procure and maintain insurance in the types and amounts specified by the agreed Project Proposal. SRT encourages Customer to discuss the potential Bike Park with their insurer before it is installed, as the existence of the Bike Park could result in the termination of Customer's insurance in some instances.

13. OWNER OR CUSTOMER PROVIDED MATERIALS: The parties agree that if Customer provides equipment, material, supplies, maintenance, modifications, labor, and/or work (collectively, the "Owner-Provided Resources"), Customer provides the Owner-Provided Resources at their own risk and cost.

14. GRADE OF WORK: Unless otherwise specified in the applicable Plans or scope of work, the agreed price includes materials, equipment, and finish quality of builder or contractor grade.

15. DAMAGE TO WORK: SRT is not responsible for third-party damage to the Work, for example, scratching or marring of finished surfaces by third-parties.

16. WARRANTY: SRT's Work will be performed in a timely and good and workmanlike manner. Upon Substantial Completion, the Work is provided to Customer AS IS, WHERE IS, WITH ALL FAULTS. Customer assumes all liability associated with the completed Work pursuant to the Waiver of Release of Liability, which is attached hereto and incorporated herein by this reference and shall be signed by Customer prior to SRT having any obligation to provide any Work.

17. SUBSTANTIAL COMPLETION: "Substantial Completion" is the date that SRT reasonably declares the Work is complete. At Substantial Completion SRT shall remove debris and garbage caused by its Work from the Work area.

18. FORCE MAJURE: As long as the following conditions were not caused by SRT's negligence or willful misconduct, SRT is not responsible for loss, delays, or damage resulting from, among other things, wildlife, insects, vermin, vandalism, ordinary wear and tear, fire, dust, snow, rain, hail, wind, fire, heavy smoke, water, snow, mold, mildew, temperature, or inclement weather that may affect the Work or the Project. SRT shall be excused for any delay in completion of the Work caused by acts of God; acts of Owner, Customer or their agents; inclement weather; labor trouble; acts of public utilities, public bodies, or inspectors; permit delays; changes requested or Extra Work; Owner's or Customer's failure to make decisions or payments promptly; supplies and/or materials shortages; or other contingencies unforeseen by SRT and/or beyond SRT's reasonable control.

19. APPLICABLE LAW: Any dispute between the parties shall be heard in Reno, Nevada, or the Federal District Court for the District of Nevada, using the laws of the State of Nevada.

20. GENERAL PROVISIONS:

A. Severability. If any provision of this Agreement or its application to any party or circumstances is held in whole or in part to be invalid or unenforceable to any extent for any reason, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, a mediator, arbitrator, or court of competent jurisdiction making such determination is authorized and instructed to modify this Agreement so as to make any unenforceable terms and/or provisions enforceable such that the transactions and agreements contemplated herein are consistent with the best estimation and understanding of the parties' original intent.

B. Modification. This Agreement may be modified by subsequent agreement of the parties only by a writing signed by all parties that specifically references this Agreement, or by an oral agreement to the extent that the terms of such oral agreement are actually performed.

C. Notices. Any notices, requests, demands, and/or other communications required or permitted under this Agreement shall be in writing and shall be deemed effective (a) upon receipt, if delivered personally; or (b) on the next business day, if delivered by guaranteed overnight courier; or (c) upon receipt, if transmitted by e-mail, facsimile, or other electronic means with acknowledgment of receipt by the other party, not including an automatic reply; or (d) five (5) calendar days after deposit in the United States Postal Service, first-class postage prepaid with tracking - provided, that, in each instance, the notice is addressed to the address(es) set forth on the signature page(s) hereto, or to such other address that has been provided

by a party to the other party(ies) by giving proper notice pursuant to the terms of this paragraph.

D. Construction. This Agreement is the result of negotiations between parties of roughly equivalent bargaining power, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law that otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

E. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until at least one counterpart has been signed by each of the parties hereto. Unless otherwise defined in this Agreement, the Effective Date shall be the date upon which at least one counterpart has been signed by each of the parties hereto. The parties authorize each other to detach and combine original signature pages and consolidate them into a single, identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

F. E-Sign. This Agreement may be executed electronically via DocuSign® and other similar online and/or electronic signatures shall be given the same legal effect as if an original. In addition, this executed Agreement may be transmitted by facsimile (fax), scan copy, PDF image, or electronic message (e-mail) and the signatures hereto shall be given the same legal effect as if an original.

AGREED TO BY:

SRT:

Physical / Mailing Address:	4855 Warren Way, Reno, NV, 89509
Phone Number:	(845) 665-9572
Print Name:	Sensus Rad Trails Inc.
Signature Date:	_____
Signature:	_____, signed by Authorized Agent Cody Wilkins

CUSTOMER:

Physical / Mailing Address:	
Phone Number:	
Print Name:	
Signature Date:	
Signature:	

INVOICE

Sensus RAD Trails
4855 Warren Way
Reno, NV 89509

Radtrails@thesensus.com
+1 (845) 665-9572

Bill to
City of Hurricane Utah

Ship to
City of Hurricane Utah

Invoice details
Invoice no.: 1055
Terms: Net 30
Invoice date: 01/24/2025
Due date: 02/23/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Trail labor (Jump Trail)**	Handwork	144	$60.00	$8,640.00
2.		**Bike Park Construction**	Operator/ PM	160	$70.00	$11,200.00
3.		**Consulting**	Planning/ Management	80	$45.00	$3,600.00
4.		**Travel**	Car/ Flight	2200	$1.00	$2,200.00
5.		**Per Diem**	Food per Diem	21	$150.00	$3,150.00
6.		**Fuel**	Fuel	21	$184.00	$3,864.00
7.		**Metal Ramp**	MR	10	$1,259.95	$12,599.50
8.		**Machine Rental**	Machine Rental	2	$3,500.00	$7,000.00
9.		**Metal Ramp**	Deck in 2x6 dimensional w/hardware	1	$875.00	$875.00
10.		**Concept Drawing**	Signs	15	$150.00	$2,250.00
11.		**Materials Lumber**	Split rail (10 feet)	100	$60.00	$6,000.00
12.		**Materials Misc.**	20ft Conex Box inc. shipping	1	$3,400.00	$3,400.00
13.		**Employee Housing**	Worker Housing	1	$3,000.00	$3,000.00

Subtotal	$67,778.50
Discount	-$22,778.50

Ways to pay

View and pay

Total	**$45,000.00**

View invoice online
Scan code or go to the link below to view the invoice online
View invoice

WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

This WAIVER AND RELEASE OF LIABILITY (the "Release"), is entered into by and between Sensus Rad Trails Inc., a Nevada non-profit corporation ("SRT") and the undersigned "Customer". Hereinafter, SRT and Customer may be referred to individually as a "party" or collectively as the "parties."

The parties have entered into a separate contract for SRT to perform services (the "Services") related to the design, installation of, and/or supply of materials and components for, a bicycle trail and/or obstacle park (collectively, the "Bike Park") located on the real property commonly known as _____ (the "Property"). As a material inducement to SRT's agreement to provide the Services to Customer, Customer hereby voluntarily agrees to the following:

- Customer acknowledges and agrees that the Bike Park is designed to challenge its users, which is inherently risky and unpredictable, and is likely to result in falls, crashes, and/or accidents. Customer expressly assumes these risks and holds SRT harmless from the same.

- Customer acknowledges and agrees that if the Bike Park is not maintained or is damaged (which can occur over time by, among other things, usage, heat, wind, rain, or snowfall), it could present an even greater risk of falls, crashes, and/or accidents. Customer expressly assumes these risks, holds SRT harmless from the same, and agrees that Customer is solely responsible for ongoing inspections and maintenance of the Bike Park after Substantial Completion.

- Customer acknowledges and agrees that there are INHERENT DANGERS associated with the Bike Park, including, but not limited to, RISKS OF SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE (collectively, the "Inherent Dangers"). Customer acknowledges that they are solely responsible for any and all liability that may result from Customer, Customer's guests, the public, pets, and/or wildlife interacting with the Bike Park, and that it is Customer's responsibility to clearly and effectively warn the public about the danger of the Bike Park. Therefore, to the greatest extent permissible under applicable law, Customer agrees to hold SRT harmless, indemnify, and defend SRT from any and all demands, costs, expenses, liabilities, actions, causes of action, and/or claims or damages, of any kind or nature, based on, related to, arising out of, or in connection with the Bike Park or the Inherent Dangers.

- Customer ACKNOWLEDGES THAT THE DANGERS AND RISKS LISTED ABOVE ARE NOT COMPLETE AND THAT THE INSTALLATION, EXISTENCE, AND USE OF THE BIKE PARK MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF SRT. RECOGNIZING THESE RISKS AND DANGERS, CUSTOMER UNDERSTANDS THE NATURE OF THE BIKE PARK AND ASSOCIATED RISKS AND INHERENT DANGERS, AND CUSTOMER VOLUNTARILY CHOOSES TO HAVE THE BIKE PARK INSTALLED. CUSTOMER EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE BIKE PARK, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

- CUSTOMER FULLY RELEASES SRT and its subsidiaries, sponsors, promotors, affiliates, agents, officers, directors, employees, contractors, and/or assigns from liability and agrees not to sue SRT for any and all claims and/or causes of action arising from the existence or use of the Bike Park, even if said claims and/or causes of action arise from SRT's alleged negligence.

- Customer agrees that in the event of their death or disability, the terms of this Release, including, but not limited to, the indemnification obligation, shall be binding on their estate, and their heir(s), personal representative(s), executor(s), administrator(s) or guardian(s) will be bound by these terms.

- This Release will not be construed in favor of or against either party, but in a manner that is fair to both parties, and without regard to conflicts of law principles.

- If any provision of this Release is held in whole or in part to be invalid or unenforceable to any extent for any reason, the remainder of this Release shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

- This Release may be executed by electronic signature (via DocuSign® and other similar online and/or electronic signatures) and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine original signature pages and consolidate them into a single, identical original. Any one of such completely executed counterparts shall be sufficient proof of this Release.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY FORM AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE RELEASE FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

AGREED TO BY:

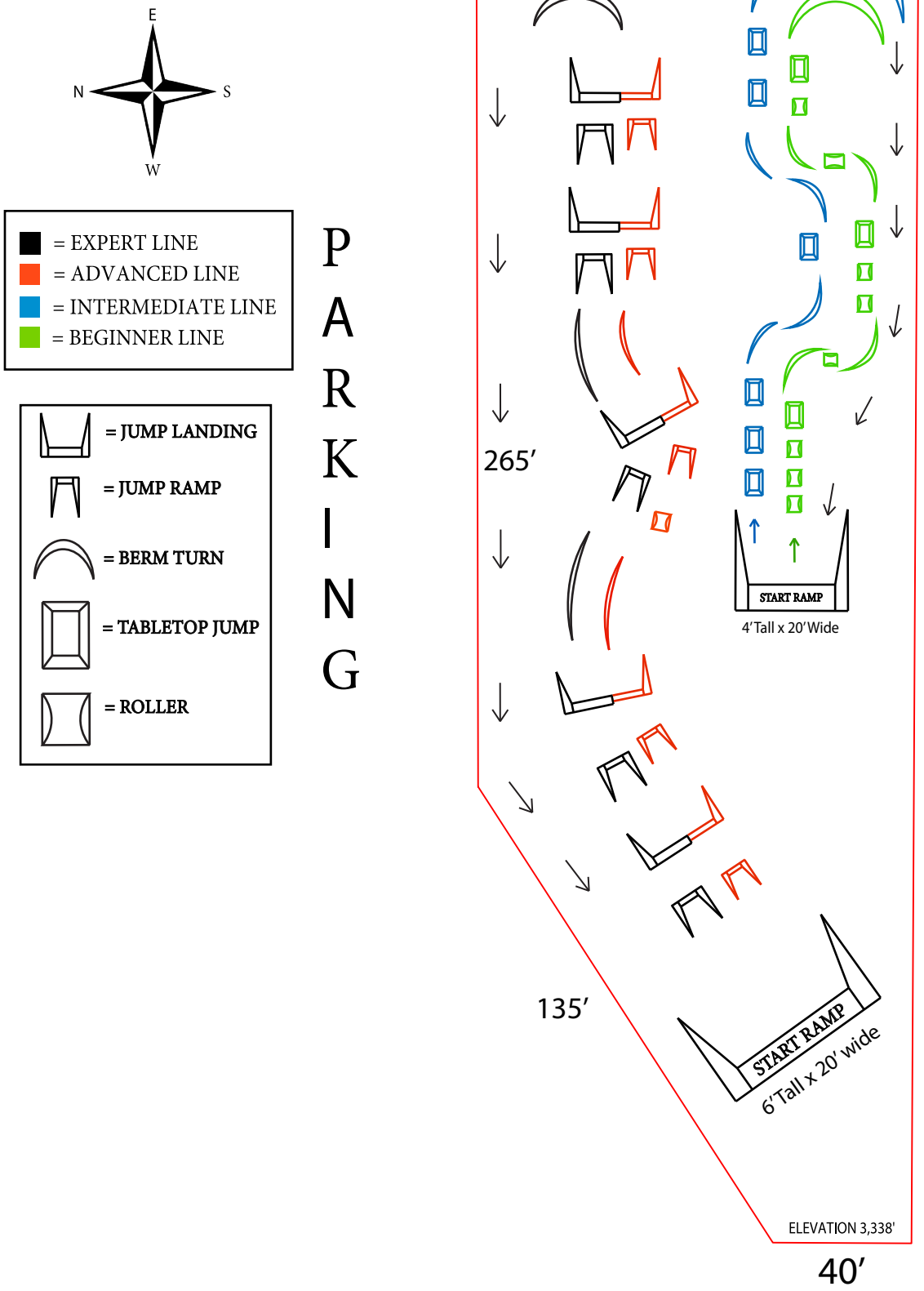
CUSTOMER:

Physical / Mailing Address:	
Phone Number:	
Print Name:	
Signature Date:	
Signature:	

HURRICANE BIKE PARK CONCEPTUAL PLAN

HURRICANE, UTAH

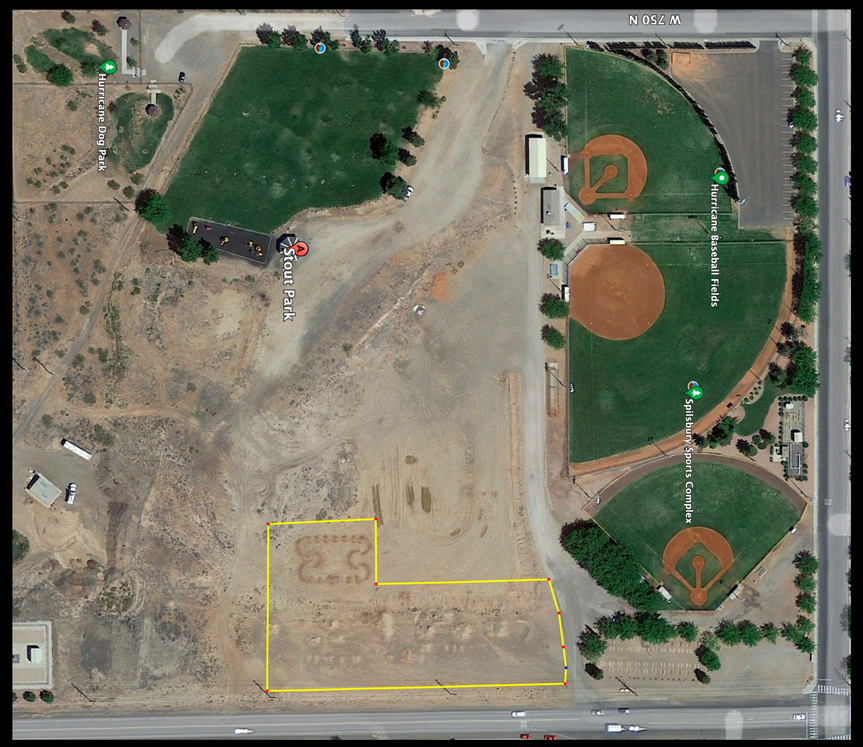
37°11'7.88"N, 113°17'40.62"W



133'
265'
40'
400'
SCHOOL

HURRICANE BIKE PARK

Hurricane, Utah 84737



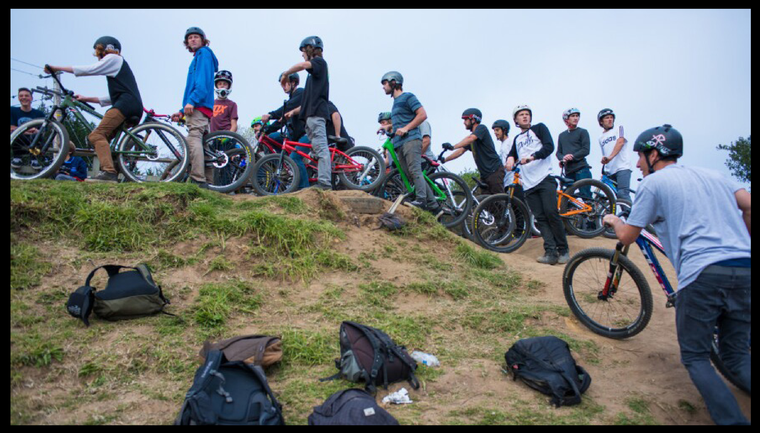
*The above picture on the left illustrates the future master plan for Spilsbury Sports Complex, with the addition of two new baseball fields and other park implementations. Hurricane Bike Park (#16) will be shifted slightly to the East from it's current location.
*The pictures on the right illustrate current location and state of Hurricane Bike Park / Splilsbury Sports Complex.

THE MISSION:

My goal is to raise enough funding for a revamp of the area known as Hurricane Bike Park in the city of Hurricane, Utah. The current Bike Park sits on roughly 1.5 acres in the heart of town and is adjacent to Spilsbury Sports Complex and Stout Park. This area currently consists of 3 baseball fields, a dog park, restrooms, and multiple parking areas. It contains the necessary infrastructure to support a bike park of the proposed magnitude and the riders that would frequent it.

ABOUT ME:

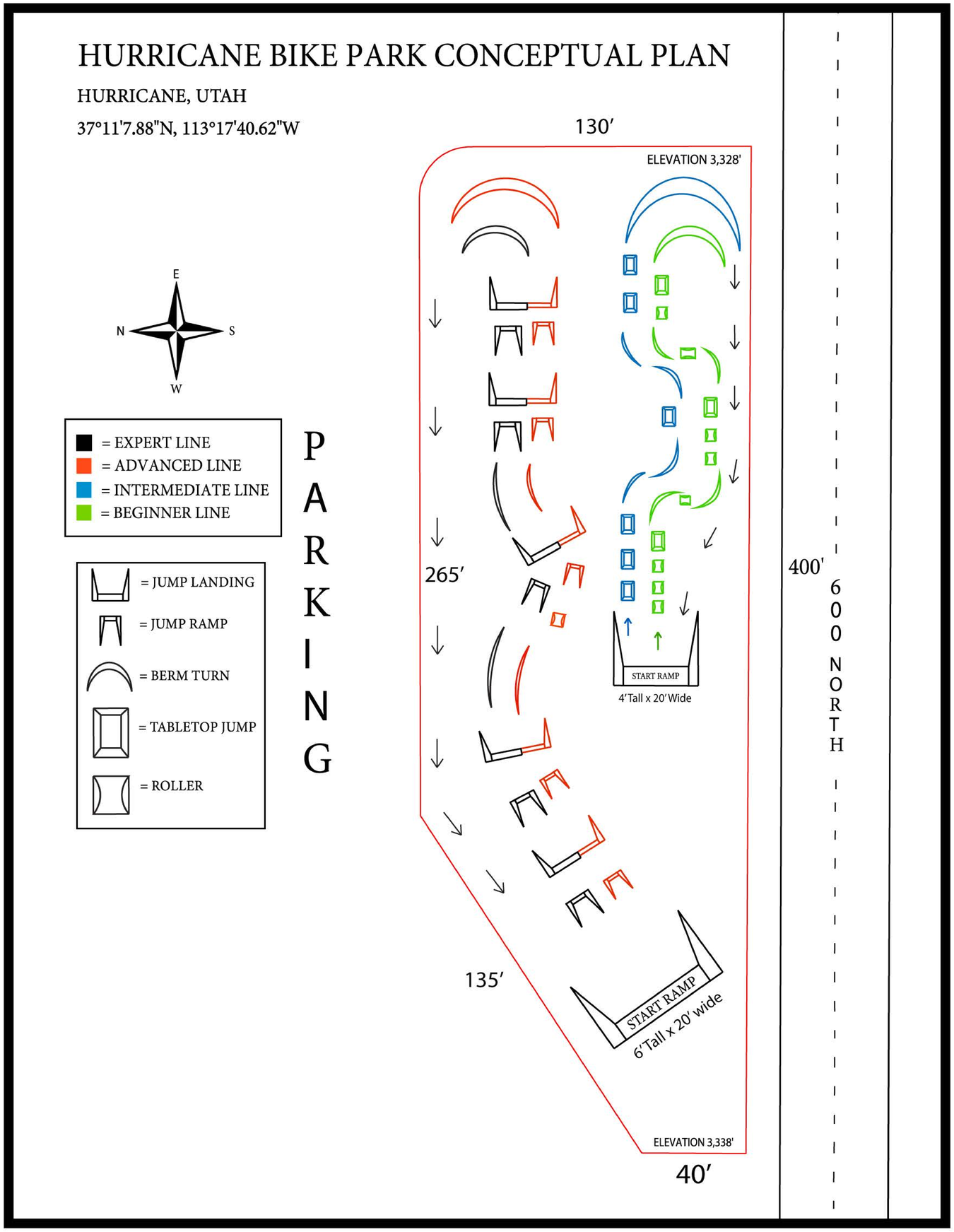
My name's Tyler McCaul and I'm a 35 year old Professional Freeride Mountain Biker who calls Toquerville, Utah home. I grew up in a small town called Aptos in Northern California and when I was about 9 years old, my older brother and I picked up some shovels and started building small bike jumps in an empty dirt lot in the center of town. Over the next 15 years that would follow (and lots of shoveling), that little dirt lot in the center of town became a world-renowned bike park known as the "Aptos Post Office Jumps", and it attracted riders from all over the world. It inevitably gave myself and over a dozen of my friends who also grew up in Santa Cruz County the place we needed to develop our skills to the point where we were able to build professional careers out of riding our bikes. That park led to us being able to travel the world, competing at competitions on an international level while putting our small town on the map as one of the best places in the world to ride.



Pictures from the Aptos "Post Office Jumps - Aptos, CA

My dream is to bring a bike park to the kids in this community that will give them a similar opportunity that I had growing up. I want the kids of Hurricane and surrounding cities of Washington County to have a park like I had growing up. I'd love for current and aspiring riders in the area to have an adequate bike park that would allow them to progress their skills and learn the fundamentals of mountain biking in a safe and controlled environment. This would in turn allow them to be able to take those newly acquired skills up into the more advanced trails in Virgin and surrounding areas, and maybe find themselves competing in Red Bull Rampage for themselves one day.

Pictures from the Aptos "Post Office Jumps - Aptos, CA



THE VISION:

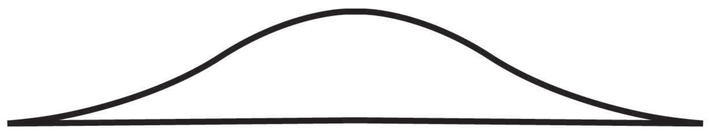
This conceptual plan for the park is an example of what could be done if we're able to secure the proper funding needed for this park. This plan incorporates four different jump lines, each catering to a certail skill level. The black jump line on the North end of the park will appeal to expert and advanced pro riders, while the green line on the South end of the park will be tailored to riders with little to no experience with riding or jumping a bike.

This design would be rideable for all kinds of bicycles including little kids on push bikes, bmx bikes, and mountain bikes. Motorized vehicles of any kind would be strictly prohibited.

HURRICANE BIKE PARK

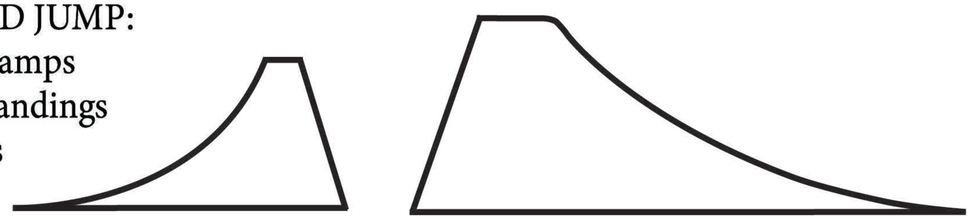
SIZE AND SCALE OF FEATURES

ROLLER:
1 - 2' Tall

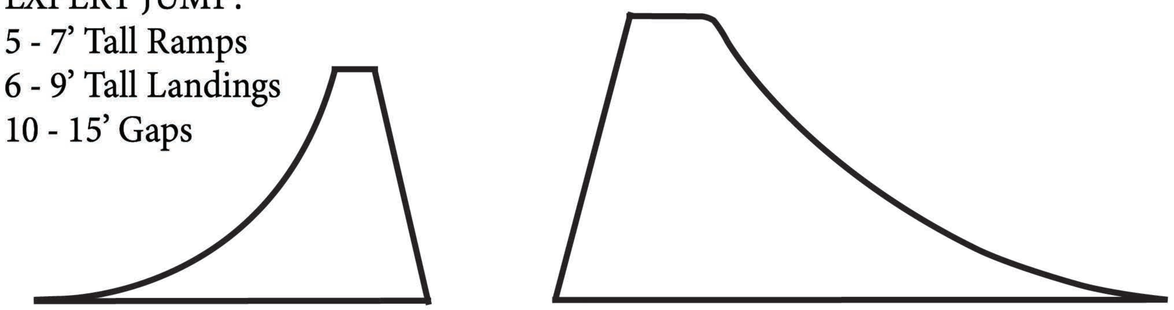


TABLETOP JUMP:
2 - 4' Tall
4 - 8' Long Deck

ADVANCED JUMP:
4 - 6' Tall Ramps
5 - 8' Tall Landings
8 - 12' Gaps



EXPERT JUMP:
5 - 7' Tall Ramps
6 - 9' Tall Landings
10 - 15' Gaps



EXAMPLES:

In the visual to the left you will find examples of what the features will look like. The rollers, tabletop jumps, and advanced jump/expert jump landings would all be constructed out of dirt. Depending on the funding, the ramps would either be shaped out of dirt or would be prefabricated ramps constructed of steel and wood. These engineered ramps would give us a more sustainable and maintenence free solution, and for that reason prefabricated ramps would be the preferred material for these ramps.

BUDGET:

GOAL: $70,000

Current Secured Budget: $40,000

* $20k from Ford Bronco Wild Fund
* $20k from Hurricane City RAP Tax Grant

I've been fortunate enough to secure $40k for this park so far. Half was awarded through a grant from Hurricane City, and the other half through a grant that I was able to secure through my sponsorship relationsip with Ford Bronco.

The existing Bike Park has been around for over 10 years now and has mostly been built by volunteers in the community with limited resources. It has gone relatively unchanged without any maintenance or upgrades since its inception. The area has lots of potential but the jumps, trails, and features there are very limited and run down, and 100% of this budget will go to the construction of this park.

The goal is to provide a bike park that caters to a wide range of riders all the way from beginner to advanced pro. The park would primarily be built for our residents of Washington County but would also bring people to the area and create tourism for our local businesses.

CONTACT:

Email: tmccaulmtb@gmail.com
Phone: (831) 227-5310
Website: Instagram.com/tylermccaul

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **awarding the contract for the Hurricane City Bradshaw Hotel Foundation Repair** Project.

Discussion: The Bradshaw Hotel is located at 95 South Main and is one of the most historic structures in Hurricane. The Bradshaw Hotel, which is owned and operated by the City as a museum, is experiencing differential settlement under the foundation of the northern annex and is in need of repair. The foundation has settled 6" at the northwest corner and 3" beneath the northeast corner. The City applied for a grant from the State Historic Preservation Office and was awarded $20,000 to go toward the foundation repair. This grant requires a 50/50 match, so the City will need to spend $20,000 additional to make full use of the grant. A bid package was advertised and the City received two proposals from qualified foundation repair contractors. Detailed bid proposals are attached. Both contractors examined the project with the City Engineer.

Findings: The City received the following bid proposals:
Davenport Foundation Repair $53,785.78
BASEco Sinking Foundation $29,984.00

There are slight differences between the bids, but it is Staff's opinion that the bid from BASEco is the better value.

Additional work will be required after the foundation repair is completed by others to restore concrete, landscaping, and the interior of the building. The City has budgeted funds to match the grant that can go toward these other items.Some of the items will be performed by Public Works crews while others will require work by contractors.

Recommendation: It is recommended that the City award the project to BASEco in the amount of $29,984.00.- Arthur LeBaron

Arthur Lebaron

From:	Matt Plumb <matt@baseco.net>
Sent:	Thursday, January 23, 2025 12:37 PM
To:	Arthur Lebaron
Subject:	Re: Hurricane Historic House
Attachments:	95 Main Street.pdf

On Thu, Jan 23, 2025 at 9:37 AM Matt Plumb <matt@baseco.net> wrote:

Hurricane historic house

North side of the foundation has experienced significant settlement due to water leak. BASEco will provide the following:

1. Installation of 10 foundation push piers to stabilize and lift the foundation (see installation map). Two piers to be installed on the front of the home by cutting through the front porch.
2. Installation of 2 stabilizer jacks under interior bearing wall. BASEco will cut through the floor to access crawl space and install jacks.
3. Patch concrete on front porch. Resurface porch after concrete has cured to maintain the look and integrity of the structure.

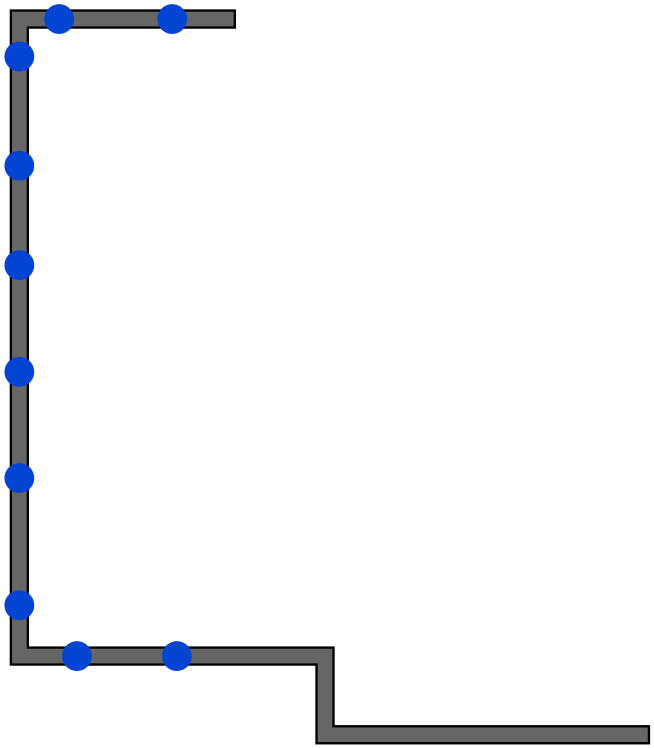
Hi Arthur,

Attached is the proposal for the foundation repair on the Hurricane Museum. I do not recommend removing the front porch since I feel that it will only add to the cost of the repair and may jeopardize the integrity of some of the original craftsmanship. Also, I have included cutting through the interior floor to install stabilizer jacks. There is quite a bit of load on that wall. Unfortunately BASEco will not replace the sections of floor that are cut. If you want to forgo that option because of this, let me know and I can adjust the bid. Please let me know if you have any further questions on this.

Thank you,

Matt Plumb
BASEco Sinking Foundation Solutions
435-357-9445

95 Main Street, Hurricane, Utah, 84737



BASEco
SINKING FOUNDATION SOLUTIONS

● Proposed Pier Placement

Prepared by:
David Kerlin
C 801-205-3729
dkerlin@davenportfoundationrepair.com

Davenport Foundation Repair
Davenport Construction
www.davenportfoundationrepair.com
TF (801) 569-2302
F (801) 569-9153
License# 252613-5501

Prepared on:
1-6-25

Prepared for:
Arthur Lebaron
City of Hurricane / Engineering dept
arthur@cityofhurricane.com
P (435) 632-3462
PR16649

Job location:
95 S Main
Heritage Home and Pioneer Corner
Hurricane, UT 84737

Project Summary

Permanently Stabilize Foundation	$53,785.78
Total Investment	$53,785.78
Total Contract Price	**$53,785.78**
Deposit Required - 50%	$26,892.89
Deposit Paid	$0.00
Amount Due Upon Installation	**$53,785.78**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the customer's request or approval. Any additional services added to the project once it is started may require an additional deposit. Completing the work in this proposal at the time scheduled is contingent upon no accidents or delays beyond our control. This proposal is based primarily on the customer's description of the problem. This proposal may be withdrawn if not accepted by the customer within 90 days.

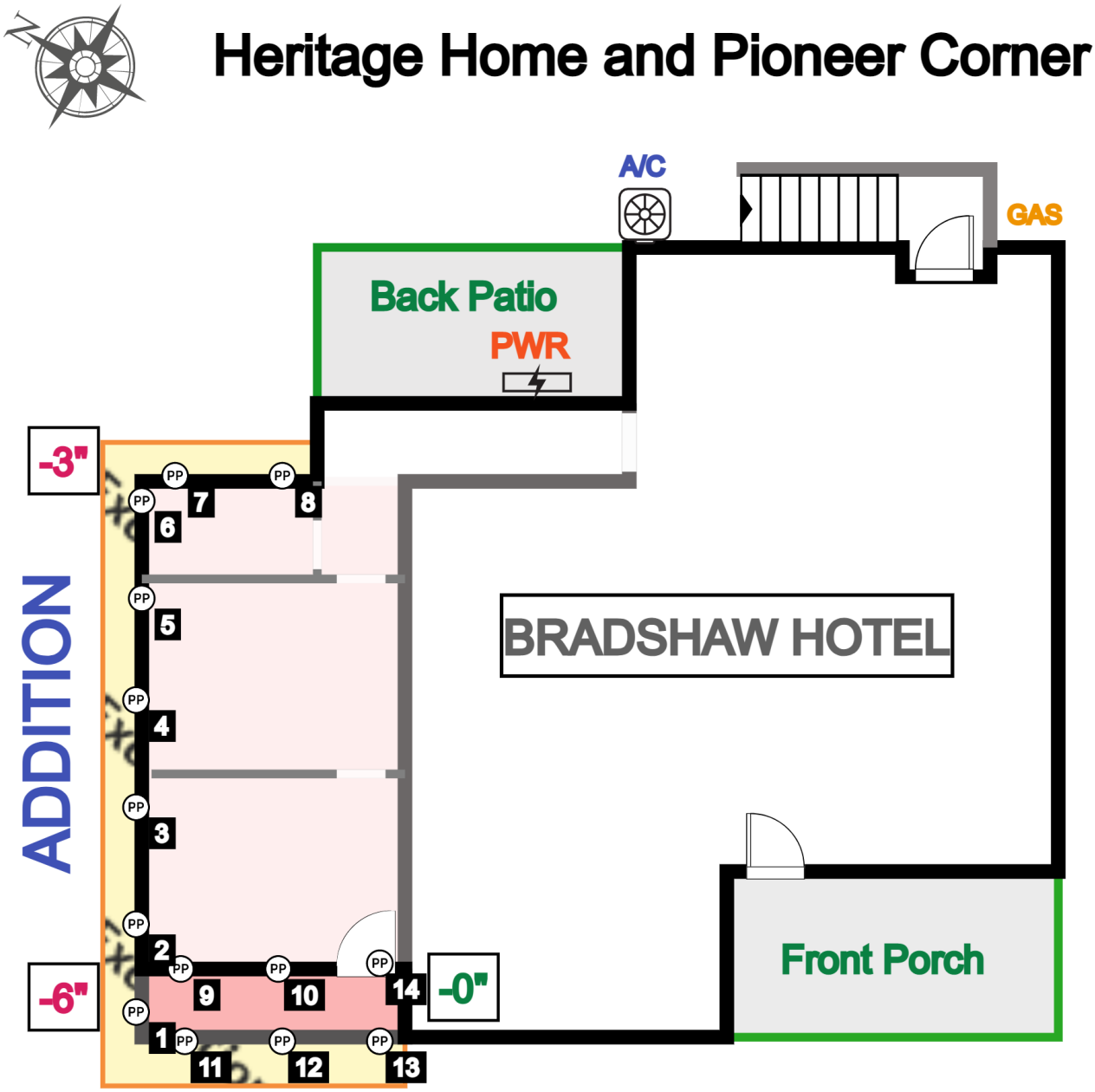
DAVENPORT AUTHORIZED SIGNATURE
RON DAVENPORT, PRESIDENT:

Authorized Signature _____ **Date** _____

I/we are aware of and agree to the contents of this proposal, the attached job detail sheet(s) and the attached applicable warranties. Davenport is authorized to do the work as specified in this contract. Payments will be set forth as per this contract; 50% upon scheduling and payment in full upon completion. If the account is 30 days or more delinquent, I understand I am responsible for any interest charges at a rate of 3% per month, any associated attorney fees and all costs to collect and enforce this contract. Consent and authorization from the owner has been obtained and permission is granted to Davenport Foundation Repair, subcontractors and agents to enter the property to perform activities relating to the work. Owner warrants the premises are in a clean and healthful condition and present no risk to Davenport Foundation Repair employees. Easements may be required.

Customer Signature _____ **Date** _____

Job Details



Addition built without footing, see pictures.
Install Angle Iron under foundation to support and span between piers.

Job Details (Continued)

Specifications

1) Install Push Pier(s) to permanently support the foundation as shown on job drawing using low profile bracket #288 against bottom of foundation wall with 48" external sleeve and Starter Tube with friction reducing collar. Final Location of pier(s) is subject to field conditions. Any steel that goes deeper than 20 feet will incur an additional cost as outlined in this contract. There is no credit, refund, or product given for piers that do not reach the contracted depth. INITIAL _____ Davenport will contact Blue Stakes to mark Utility lines, however, private lines will need to be marked by Customer & Customer assumes all liability if damage should occur. INITIAL_____ **2)** Excavate the soil at each pier location to the footing. Proper trench shoring will be used per OSHA standards for holes that exceed five feet in depth to ensure the proper safety of employees while the work is being performed. In certain soil types, additional excavation may be required to meet OSHA standards during installation. If the footing is deeper than expected and additional excavation is required then there will be an additional charge added. Backfill and tamp soil after the system is installed. **3)** Attempt to lift foundation. Ability to lift foundation is subject to field conditions and restoring to original position is not guaranteed. **4)** (No footing) 4x4 angle iron will be installed under foundation to provide spanning support between piers. **5)** Remove concrete as indicated on job drawing. (no replacement) **6)** Remove and replace concrete as indicated on job drawing.

Depth Clause

Total depth per pier included in price: 20

Each add'l foot add'l cost of: $44.00

Add an additional $8.00 per foot to the above depth clause price for Helical Piers

Contractor Will

1.) Contact Blue Stakes to mark utility lines.

2.) Remove and haul away landscaping in the work area, not responsible for replacement.

3.) Attempt to lift the foundation. Not responsible for cosmetic or structural cracks or damage that may result. (Achieving lift is not guaranteed)

4.) Not responsible for damage to private lines or dust incidental to system installation.

Customer Will

1.) Replace concrete upon completion of the job.

2.) Move all items at least 10 feet away from work area before crew arrives.

3.) Mark any private lines that may be hidden underground not marked by Blue Stakes. Customer assumes all liability if damage should occur.

4.) Homeowner is responsible for paying city permit fee.

5.) Customer is responsible for repairing any sprinkler lines that are damaged during installation.

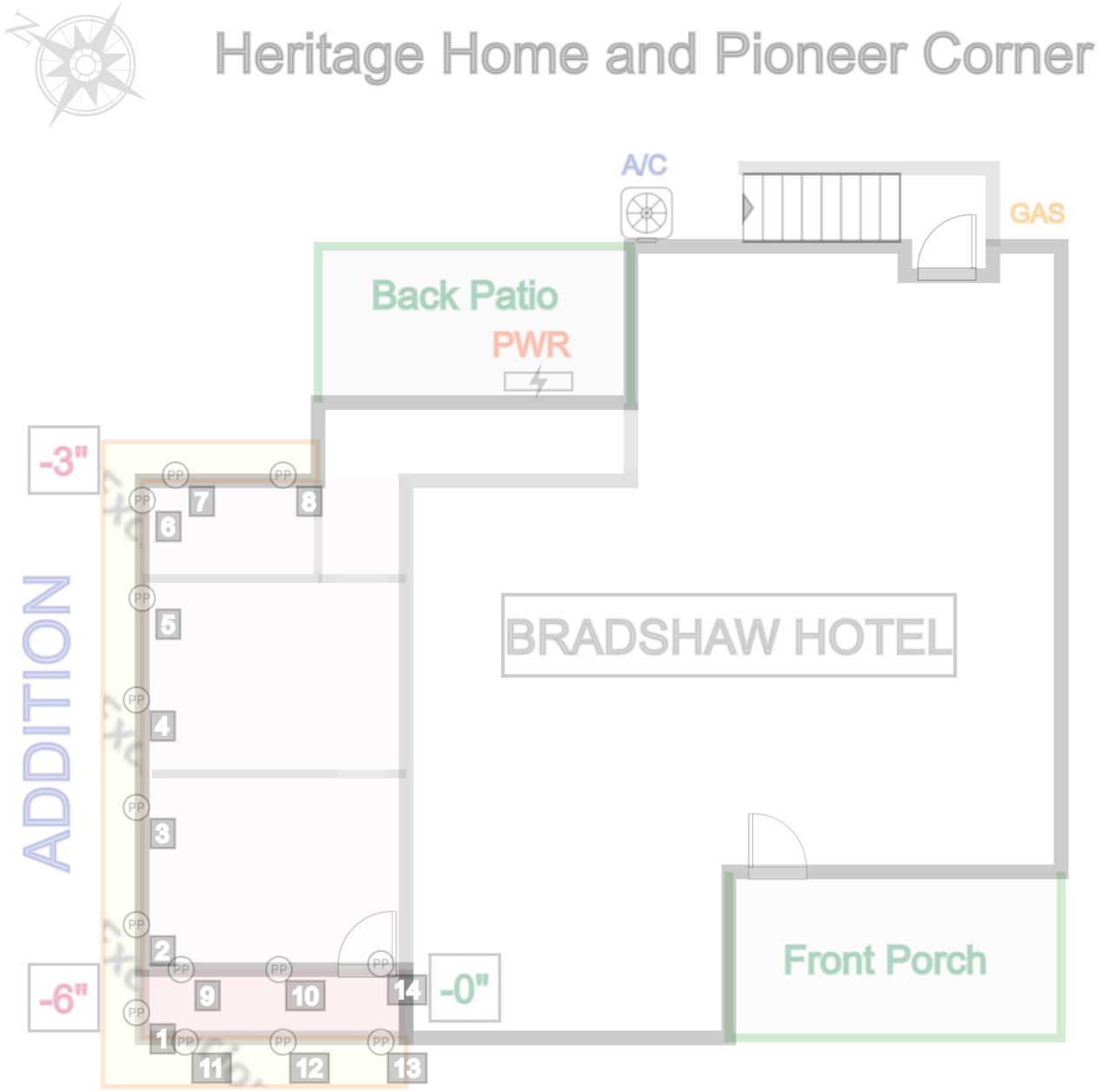
6.) Customer understands that their project might be completed in portions and that payment will be due upon completion of each portion of work.

Product List

Permanently Stabilize Foundation

3" Push Pier, Low Profile Bracket	14
Pier Excavation, 0-5'	14 ft
Lift Procedure	14
4x4 Angle Iron For Piers	64
Concrete Removal	49 sqft
Concrete R & R, Per Anchor	1

Recommendations to Your Project



Addition built without footing, see pictures.
Install Angle Iron under foundation to
support and span between piers.

Limited Warranty

GENERAL TERMS: For the applicable time periods indicated below, this warranty is transferable at no charge to future owners of the structure on which the work specified in this contract is completed. This Warranty is in effect if the job specified in this contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warrantied to be as specified in this contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Davenport's workers are fully covered by Workers' Compensation insurance.

EXCLUSIONS FROM THIS WARRANTY: This warranty does not cover, and Davenport specifically disclaims liability for: 1) Exterior waterproofing; 2) System damage caused by customer's negligence, misuse, abuse, or alteration; 3) Dust incidental to installation; 4) Damage to personal property of any type; 5) Utility line breakage; 6) Damage caused by mold; 7) Failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) Damage done during a lifting operation; 9) Basement water seepage; 10) Heave or any damages caused by it; and 11) Damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

TIME: Time is of the essence. Davenport is not responsible for delays in the work due to any event which is beyond Davenport's control or without its fault or negligence. In no event, will Davenport be liable for liquidated, incidental, consequential or special damages for delays in completing the work.

CHANGES: A change is any change in the work within the general scope of this agreement affecting Davenport's performance. Davenport will perform changed work only after the execution of a written change order setting forth the nature of the changed work, and any adjustment in the price or time of performance for the changed work.

FOUNDATION PIERS: Davenport warrants that the foundation piers will stabilize the affected area(s) against further settlement for twenty-five (25) years from the date of installation, or else Davenport will provide the labor and materials, at no cost to customer, to correct the problem with the foundation piers. Davenport does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Davenport is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost.

LIMITED WARRANTY: All work will be completed in a workmanlike manner according to standard industry practices. This warranty is transferrable with a written 30-day notice. Davenport is not responsible for conditions of earthquake, severe wind, flooding, changes in water table, poor water drainage or seepage, lack of proper maintenance by owner, other acts of God, or any similar man-made conditions. If any vertical settlement occurs in the work, Davenport will warranty materials and workmanship in order to stabilize affected area for the remaining duration period stated above. Area(s) of foundation or footings not serviced under this agreement are not covered under warranty. Davenport will attempt to achieve the best results concerning the operation of windows, doors, and closure of cracks. The following are reasons Davenport shall not guarantee to lift the area in question: Skin friction of soils tendency to cling to your foundation in its new settled position; obstruction to include mortar, concrete or soil that falls between cracks and veneer which will physically prevent the wall or chimney from moving back to its original position; brick or stone veneer which is not part of the structure being affected (it is merely a cosmetic covering similar to siding). If a lifting application is performed then Davenport will do this on your footing/foundation. Depending on several factors, such as the amount and location of veneer, there may be no movement at all, even though footing and foundation will. Concrete piers that may have been installed previously may prevent full lift to occur. Davenport will not be held responsible for damage caused by lifting. It may be necessary to excavate where existing piers are located. Davenport will not be held responsible for damage caused by lifting. It may be necessary to excavate where existing piers are located. Davenport will then need to reinstall lift cylinders in order to raise the remainder of the structure. Additional charges will be required. Wall anchors, if applicable, are warrantied to stop inward horizontal movement of repaired wall(s). Partial walls are not warrantied. Anchors are guaranteed to stabilize only, not to straighten. Owner agrees to maintain positive drainage away from the walls. If you desire further movement please consult our crew foreman or our foundation specialists. Reverse anchors/saw cuts/expansion joints with the use of anchors are warrantied to stop outward horizontal movement in walls repaired. Saw cuts and expansion joints are sometimes necessary to relieve pressure of affected wall(s). Saw cuts and expansion joints are not warrantied and may need to be replaced if in the future the joint compresses. Trenching and excavation may be conducted during structural repair. Davenport recommends a waterproofing membrane be applied to exposed walls to reduce water seepage. Owner is responsible to secure these services with Davenport or a contractor of owner's choice. Davenport will not be responsible for future water seepage problems in any affected area. Also, Davenport will not be responsible for any other future water issues that may occur to the property: i.e. - poor water drainage system, pooling of water into basement wells, broken water lines, etc. Warranty is void until payment is received in full. Owner's exclusive remedy shall be for correction of any defect in materials as set forth in this agreement. In no event shall owner be entitled to incidental, consequential or special damages regardless of whether the claim is based on warranty, contract or otherwise. This agreement includes Davenport's sole warranty. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within 3 (three) days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or

2. The date you received this notice of cancellation.

If you decide to cancel after the time frame described above then Davenport Foundation Repair Inc., reserves the right to withhold 25% (twenty five percent) of the contract price for costs incurred in preparation of your project, i.e. material restocking fees, labor etc..

How to Cancel
If you decide to cancel this transaction, you may do so by notifying us in writing at:

Davenport Foundation Repair
TF (801) 569-2302
F (801) 569-9153
www.davenportfoundationrepair.com
9427 South 6400 West
West Jordan, UT 84081
You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

The refund will be processed in the same form they were originally paid to Davenport Foundation Repair. Refunds for payments made by check may take up to 30 days to process.

I wish to cancel.

_____

Owner's Signature **Date**

_____

Owner's Signature **Date**

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

_____

Owner's Signature **Date**

_____

Owner's Signature **Date**

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of the **UDOT Master Landscape Maintenance Agreement**.

Discussion: Ace Hardware requested the City petition UDOT to allow them to landscape in the UDOT right-of-way. The City Engineer approached UDOT about this and was informed that the City would need to approve a master landscape agreement with UDOT prior to installing additional landscaping in the right-of-way. The agreement allows for a local jurisdiction (Hurricane City) to issue a permit for a property owner to beautify unimproved road right-of-way with landscaping, with certain conditions.

Findings: It is good for the City when property owners desire to install landscaping to add appeal to their property along the State Highways. This agreement provides a framework for UDOT and the City to partner together and with the private sector to manage landscaping in the State right-of-way.

Recommendation: It is recommended that the City approve the UDOT master landscape agreement.- Arthur LeBaron

State of Utah
Department of Transportation

MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS MASTER LANDSCAPE MAINTENANCE AGREEMENT ("**Agreement**") is made and entered to be effective as of _____ (the "**Effective Date**"), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**") and **_____ CITY**, a Utah municipal corporation (the "**Local Government**").

RECITALS

A. When UDOT places landscaping vegetation for its own work, UDOT's baseline involves placing seed with natural, self-sustaining grass and shrub species that do not require any irrigation. UDOT applies this baseline under UDOT manuals and specifications.

B. Local jurisdictions are responsible for vegetation in the UDOT right-of-way when required by Utah Administrative Code R918-6-4 ("**Section R918-6-4**") or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code §§ 72-3-109 and 72-7-102), (collectively a "**Landscape Improvement**"). These laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way, but for purposes of this Agreement, a Landscape Improvement refers only to areas of vegetation.

C. UDOT first must authorize the installation of a Landscape Improvement. UDOT does this through a UDOT agreement (such as a Betterment Agreement or Cooperative Agreement), or pursuant to a UDOT permit, or by giving an approval so a local jurisdiction can grant permission to, or issue a permit to, a third party.

D. When UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction (except as stated herein). The purpose of this Agreement is to implement uniform requirements that: (i) address long-term maintenance responsibilities and requirements for Landscape Improvements that involve vegetation; and (ii) provide for their ongoing care and upkeep.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the parties agree as follows:

1. Agreement Applicability. This Agreement applies to each Landscape Improvement (as defined in Recital B) within the Local Government's jurisdiction once each installation is complete, and it takes priority over any conflicting terms in other agreements or permits, except as follows:

a. UDOT-Owned Improvements. UDOT-owned landscaping is not subject to this Agreement.
b. Conflicting Prior Authorizations. If a Landscape Improvement existed in the Local Government's jurisdiction before the Effective Date of this Agreement, and its long-term care is subject to terms stated in a different UDOT agreement, permit or other authorization, then the different UDOT agreement, permit or other authorization governs that site.

2. Landscape Improvement Requirements. The Local Government shall comply with the following requirements and shall also require the Local Government's permittees to comply with the following requirements. Compliance is a condition of UDOT's consent to a Landscape Improvement.
   a. Effect of Consent. The owner of a Landscape Improvement, which may be either the Local Government or a Local Government permittee (an "**Improvement Owner**"), only owns the Landscape Improvement. UDOT's consent only authorizes the Improvement Owner to make a non-exclusive use of the surface of a UDOT right-of-way in the manner stated in the document that authorized installation for the Landscape Improvement. UDOT's property ownership interests are not affected in any manner by a Landscape Improvement.
   b. Standard of Care. The Local Government or other Improvement Owner must provide all reasonable and routine care that may be required to maintain the Landscape Improvement, for the duration of its installation, substantially in the condition that UDOT consented to. The reasonable and routine care that is necessary to meet this standard requires complying with all of the requirements stated in Section R918-6-4. That may include, but is not limited to, actions such as the following: maintaining irrigation systems, inspecting, removing trash and dead plant materials, replenishing approved installations, controlling weeds and pests, repairing damage, remedying hazardous conditions, complying with applicable local codes, and other measures.
   c. Safety. Landscape Improvements must be maintained in a manner that is consistent with the safe and efficient use of the UDOT roadway. Among other things, the Local Government or other Improvement Owner must prevent elements from blocking signs or intruding onto paved surfaces within the UDOT right-of-way. Any intrusions, impairments, or other safety and efficiency concerns must be promptly remedied.
   d. Protection of UDOT Property. The Local Government or other Improvement Owner shall use reasonable care to protect UDOT's property from damage. Among other things, maintenance work shall not damage UDOT's paved surfaces, signs, or other roadway appurtenances, and no substances that are regulated as hazardous (as such term is defined by applicable law) shall be placed on UDOT's property. The Local Government or other Improvement Owner shall also use reasonable care to protect improvements owned by others that are present at the site of the Landscape Improvement.
   e. Roadway Access. If any maintenance work requires traffic control or lane closures, that access requires obtaining an encroachment permit from UDOT. All persons who work in a UDOT right-of-way must wear approved DOT Personal Protective Equipment and Safety Clothing (see UDOT Policy 06E-02, or its successor, on UDOT's website). Volunteers working in a UDOT right-of-way must be at least 16 years old, and if they are between the ages of 16 and 18, they must have adult supervision at all times. Contact a UDOT permit official to ensure compliance with safety requirements.

f. Substantial Changes. UDOT must issue a new, written authorization before a Local Government or other Improvement Owner can make substantial changes to what UDOT approved for a Landscape Improvement. If so authorized, once the changes have been installed, this Agreement continues to apply.

g. Responsibility and Enforcement. If the Local Government issues a permit that allows a permittee to install a Landscape Improvement, the Local Government (under Sections 72-3-109, 72-7-102, and R918-6-4) and the permittee (under the permit) are both responsible for that Landscape Improvement under applicable law and this Agreement. If the Local Government makes the permittee primarily responsible for the Landscape Improvement, the Local Government will take reasonable enforcement actions to require Local Government permittees to comply with the requirements of this Agreement. Reasonable actions include, but are not limited to, the following: the Local Government will make the requirements of this Agreement applicable to its permittees (as stated below); and reasonable enforcement actions may include, but are not required to include, taking legal action against a permittee.

3. Remedies. If a Landscape Improvement is not maintained as required by Section 2, UDOT and the Local Government shall have remedies as follows:

   a. UDOT Remedies. UDOT has all remedies available by law, and the following remedies are not exclusive:

      i. UDOT shall not bear any cost for, or have any obligation to maintain, a Landscape Improvement that the Local Government is responsible for (whether it responsible by law or pursuant to a UDOT agreement, permit or other approval). The parties acknowledge that this Agreement does not change applicable law, which includes, but is not limited to, Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4.

      ii. UDOT is the owner of the right-of-way, and UDOT can enter a Landscape Improvement at any time for any reason.

      iii. UDOT has the right, but not the obligation, to remedy any violation of this Agreement at the expense of the Local Government or other Improvement Owner after providing reasonable notice to them. If they fail to remedy the violation as provided in the notice, UDOT may, but is not obligated to, take remedial action at the expense of the Local Government and other Improvement Owner. Any action or inaction by UDOT in connection with a Landscape Improvement does not constitute an assumption of any responsibility or liability by UDOT, and it does not constitute a waiver of any requirement of this Agreement.

      iv. If UDOT has sent two written notices to an Improvement Owner (whether the Improvement Owner is the Local Government or its permittee) concerning a violation of this Agreement, and if thereafter the violation is remedied and UDOT agrees to allow the Landscape Improvement to remain on UDOT property, UDOT also may require the Improvement Owner to file a bond with UDOT in an amount not to exceed $10,000 to protect UDOT against the cost of future violations. The Improvement Owner shall maintain the bond for a 24-month period at a minimum. If the Improvement Owner is a permittee of the Local Government, UDOT agrees that the Local Government can also take this action in addition to UDOT.

v. An Improvement Owner may remedy a violation of this Agreement through work provided by a third party, such as a contractor with warranty obligations. But the Local Government and its permittees remain responsible for all costs and obligations that relate to a Landscape Improvement for which they have responsibilities under statutes, regulations, or permits.

vi. Landscape uses of UDOT's right-of-way are subordinate to UDOT's transportation purposes. An Improvement Owner places plants and improvements in UDOT's right-of-way at its own risk. If UDOT takes any action in connection with its right-of-way, UDOT may remove a Landscape Improvement without compensating an Improvement Owner. UDOT also may, but is not obligated to, provide replacement landscaping as UDOT may determine.

v. UDOT hereby advises the Local Government that UDOT considers compliance with this Agreement and with Section R918-6-4 and other applicable law when determining whether UDOT will consent to the Local Government's Landscape Improvements, or whether UDOT will consent to a Local Government permit pursuant to Utah Code §§ 72-3-109 and 72-7-102.

b. Cooperation. The Local Government and UDOT agree to the following:

i. The parties agree to cooperate and work together in good faith.

ii. If any object is installed in a UDOT right-of-way without authorization by UDOT or by the Local Government, the object is in UDOT's right-of-way unlawfully. UDOT and the Local Government each may remove such installation under their legal authority. UDOT and the Local Government each may also require the object's owner to obtain proper authorizations for such improvement at such owner's expense.

iii. If the parties dispute what constitutes a violation of this Agreement, or whether a specific Landscape Improvement was properly authorized, or whether any maintenance is subject to Section R918-6-4 or other applicable requirements, or other matters, the parties agree to do the following before pursing any other remedy that they may have:

1. UDOT and the Local Government agree that they will first send a decision maker from each party to a dispute resolution meeting to discuss the disagreement in good faith, present information in support of each party's position, and attempt to reach a resolution.
2. If the dispute resolution meeting does not fully resolve the matter, the Local Government agrees to submit full information concerning its dispute to a UDOT Region Director to obtain a decision by UDOT.

iv. For Local Government permits issued after the Effective Date of this Agreement, the Local Government agrees to require its Landscape Improvement permittees to: (1) comply with the terms of, and assume the Local Government's obligations under, this Agreement as if it had been entered between UDOT and the permittee in connection with the permittee's Landscape Improvement; and (2) agree that both UDOT and the Local Government may enforce the terms of this Agreement directly against the permittee. Among other things, UDOT and the Local Government shall each have the right, but not the obligation, to enforce the indemnity and other

obligations contained in Section 5 of this Agreement directly against a permittee.

v. If utility owners or others with a right to be present in the UDOT right-of-way pursue work within a Landscape Improvement, the Improvement Owner is solely responsible to coordinate work to address any impacts to the Landscape Improvement.

c. Site Addendum. If ongoing maintenance needs for a specific Landscape Improvement site require terms in addition to those contained in this Agreement, the parties may address them in a Site Addendum to this Agreement that is substantially in the form attached at Exhibit A and incorporated herein.

4. Term. This Agreement shall remain in effect while any Landscape Improvement that is subject to this Agreement remains within the Local Government's jurisdiction. From time to time, UDOT may update this Agreement consistent with then-applicable requirements.

5. Indemnity and Insurance. The following shall apply:

a. Indemnity. The Local Government agrees to indemnify, defend, and save harmless UDOT and its commissioners and employees from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) the Local Government's use of UDOT property in connection with this Agreement; or (ii) any wrongful or negligent act or omission of the Local Government or its employees, agents, contractors or consultants in connection with entering or performing this Agreement. The Local Government is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act provided said Act applies to the loss in question. This Agreement does not require the Local Government to indemnify UDOT against UDOT's sole negligence.

b. Damage to UDOT Property. In addition to the indemnification obligation set forth above, the Local Government, at its cost, shall repair or replace (to UDOT's reasonable satisfaction) any property that belongs to UDOT that is damaged in connection with a Landscape Improvement to the extent that such damage arises from or relates to an act or omission (negligent or otherwise) of the Local Government or its employees, agents, contractors, consultants, or permittees. The Local Government shall promptly notify UDOT of any such damage.

c. Notification. The parties agree to promptly notify each other of any potential claims or losses that may affect the other party that relate to a Landscape Improvement.

d. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement to maintain insurance in amounts reasonably sufficient to pay for loss arising from the contractor's or consultant's acts or omissions (negligent or otherwise). In addition, the Local Government hereby represents that it is a member of the Utah Local Governments Trust or is adequately self-insured, and it agrees that it will remain so for as long as it has any Landscape Improvements located on UDOT's property.

6. Miscellaneous. The following terms apply to this Agreement:

a. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To Local Government:
UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Director of Preconstruction With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114	

b. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
c. UDOT's action or inaction when providing a consent, review, acceptance, or approval or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
d. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign this Agreement without the other parties' prior written authorization, and any purported assignment to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter. This Agreement's headings are for convenience only and do not alter the meaning of its text.

All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive a termination of this Agreement shall survive a termination. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Utah Department of Transportation, an agency of the State of Utah By: _____ Its: _____	UDOT Comptroller's Office: By: _____ Its: _____
Approval/Recommended By: By: _____ Its: _____	Approval/Recommended By: By: _____ Its: _____

INSERT LOCAL GOVERNMENT'S NAME AND ENTITY TYPE HERE By: _____ Its: _____	By: _____ Its: _____ "SEAL"

EXHIBIT A

MLMA SITE ADDENDUM FORM

An MLMA Site Addendum is used when it is necessary to state terms in addition to those in the MLMA to address the ongoing maintenance and care needs of a particular Landscape Improvement Site.

(See next page)

State of Utah
Department of Transportation

MLMA Site Addendum to Current Master Landscape Maintenance Agreement Addendum to UDOT Finance Number xxxxx	Project Name: Local Government Agency:	Finance Number: Tracking Number:
Project #: PIN: Or Permit #:	Site of the Landscape Improvement that requires additional ongoing maintenance terms: (*Enter Route, Street Name, Name of City, Name of County, Utah*):	Date Executed:

THIS MLMA SITE ADDENDUM ("**Addendum**") is made and entered to be effective as of the "Date Executed" which is stated above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**"), and **TOWN/CITY,** a Utah municipal corporation (the "**Local Government**").

RECITALS

WHEREAS, the Parties hereto entered into a Master Landscape Maintenance Agreement, which may have been amended or restated from time to time (the "**Agreement**"), and the current Agreement's finance number is _____ with an Effective Date of _____, as shown in Exhibit "A" attached hereto for reference; and

WHEREAS, this Addendum is a part of and is governed by the Agreement (including, but not limited to, the Agreement's defined terms); and

WHEREAS, the Parties are entering this Addendum to address ongoing maintenance and care needs at the site which is stated above (the "**Site**") in addition to the terms stated in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Supplemental Agreement, and the following terms and conditions, it is agreed by and between the parties as follows:

1. Nature of Addendum. This Addendum is a part of and is governed by the Agreement, and all of the Agreement's terms and conditions (including, but not limited to, definitions for capitalized terms) fully apply to this Addendum, except to the extent that paragraph 4 of this Addendum expressly modifies the Agreement for this Site only.

2. Landscape Improvement Site Conditions. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, DESCRIBE SPECIFIC SITE CONDITIONS THAT NEED ADDITIONAL TERMS TO ADDRESS ONGOING MAINTENANCE AND CARE RESPONSIBILITIES, AND STATE THE NEEDED TERMS. FOR EXAMPLE, IF UDOT HAS AGREED TO ALLOW DRAINAGE FROM THE SITE TO ENTER UDOT'S STORM DRAIN SYSTEM (WHICH NORMALLY IS NOT THE CASE), EXPLAIN THAT CONDITION HERE AND STATE THE TERMS FOR ALLOWING THE DRAINAGE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH A MAP EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: The Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

3. Access. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, INCLUDE ANY ADDITIONAL TERMS ABOUT ACCESS. FOR EXAMPLE, NORMALLY UDOT REQUIRES AN ENCROACHMENT PERMIT TO OBTAIN ACCESS, BUT IN UNUSUAL CIRCUMSTANCES, A LICENSE MIGHT BE APPROPRIATE. THAT WOULD BE INCLUDED HERE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Access for the Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

4. Changes to Agreement for This Site Only. The Agreement is hereby modified as follows <u>for this Site only</u>: [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, STATE IN DETAIL ANY MODIFICATIONS TO THE MASTER AGREEMENT THAT WILL APPLY TO <u>THIS SITE ONLY</u>. IDENTIFY THE AGREEMENT PARAGRAPH THAT IS BEING MODIFIED, AND THEN STATE THE MODIFICATION. AN ADDENDUM CAN ONLY BE USED TO MAKE A <u>SITE-SPECIFIC</u> CHANGE TO THE MASTER AGREEMENT, NOT A GENERAL AMENDMENT TO THE MASTER AGREEMENT. ALSO, AN ADDENDUM CAN ONLY CHANGE ONGOING MAINTENANCE AND CARE RESPONSIBILITIES. IF THE LOCAL GOVERNMENT IS PROPOSING A NEW INSTALLATION OR A MAJOR CHANGE TO AN EXISTING INSTALLATION, THAT MUST BE AUTHORIZED THROUGH AN AGREEMENT, SUCH AS A BETTERMENT AGREEMENT OR A COOPERATIVE AGREEMENT, OR A PERMIT, OR A LOCAL PERMIT APPROVAL PURSUANT TO UTAH CODE § 72-3-109. SEEK LEGAL ASSISTANCE WHEN NEEDED. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Changes for the Landscape Improvement for this Site are shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Addendum to be a part of the Agreement, effective as of the date executed that is first stated above.

Add - Local Government Name				**Utah Department of Transportation**			
By		Date		By		Date	

Title/Signature of Official				Landscape Architect			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller's Office			

EXHIBIT A TO MLMA SITE ADDENDUM

CURRENT MASTER LANDSCAPE MAINTENANCE AGREEMENT

[ATTACH A COPY OF THE CURRENT MASTER AGREEMENT HERE AND DELETE THIS SENTENCE]

EXHIBIT ___ TO MLMA SITE ADDENDUM

_____

[THIS IS A COVER SHEET IF YOU NEED TO INCLUDE ADDITIONAL EXHIBITS. FILL OUT THE EXHIBIT LETTER AND GIVE IT A NAME FOR EACH EXHIBIT. DELETE THIS PAGE IF THERE ARE NO OTHER EXHIBITS AFTER EXHIBIT A. REMOVE THE TEXT IN THESE BRACKETS BEFORE FINALIZING THE DOCUMENT.]

Parking and Backing Policy

405.1 PURPOSE

The purpose of this procedure is to establish guidelines to follow that may prevent an accident or injury when parking or backing a Hurricane City vehicle.

405.2 GENERAL: PARK DEFENSIVELY

Think before backing. Choose parking locations that minimize exposure to traffic and, if practical, it is preferred that the driver select a parking location which does not require backing to re-enter the flow of traffic (A pull-through parking space).**Backing the vehicle should be avoided whenever possible.**When backing is necessary, the distance traveled in reverse should be limited.

405.3 CIRCLE OF SAFETY

Prior to entering the vehicle, drivers must perform a "Circle of Safety" walk-around of the vehicle to identify hazards and increase awareness of surroundings. Hazards can include people, objects, driving surface conditions and obstacles like poles, curbing, overhead hazards, etc.

405.4 PREPARE TO BACK

Vehicles must be prepared to back by having all windows cleared of snow, ice or dirt that can obstruct vision. Mirrors must be adjusted for the driver and must be checked prior to and regularly during backing. Any distractions like phones, radio, conversations with others, etc. must be eliminated prior to backing. Back up cameras should be consulted during backing but should not be the only information source for backing.

405.5 BACK IN UPON ARRIVAL

Drivers are more aware of their surroundings when they arrive at the parking lot than when they leave. For this reason, Hurricane City vehicles must be backed into the parking stall upon arrival where appropriate.

405.6 USE OF A SPOTTER

The driver must use a "spotter," if available, when backing large vehicles like trailers, heavy trucks or construction equipment and when conditions make it difficult to see surroundings.Driver and spotter must agree on hand signals before starting, especially the signal for "stop."Position the spotter where you can visually see him/her, where they are out of your path of travel, and where they can clearly see behind the vehicle.Stop immediately if you lose sight of your spotter.If you are in doubt of the situation, stop immediately, get out of your vehicle and check the situation yourself.If a spotter is not available, the driver must check under and around the vehicle to make sure the area is clear before proceeding to back the vehicle.Use the rear view and side mirrors, and if possible, look behind you.Back up immediately, but slowly, before the present situation has time to change.Whether or not a spotter is available, while backing a vehicle, always periodically check the front of the vehicle.

Copyright Lexipol, LLC 2025/02/13, All Rights Reserved.
Published with permission by Hurricane City

405.7 MAINTAIN VISIBILITY

All staff working in the right-of-way (sidewalk to sidewalk) must wear high-visibility retro reflective clothing to ensure they are seen by drivers. Staff should not cross behind vehicles, unless sufficient distance is available, the vehicle is stopped and the driver acknowledges the presence of the worker.

405.8 USE OF CONES

Orange safety cones (18" unless equipped with 28") must always be placed at the rear of a Hurricane City vehicle at all times when parked. The placement of cones at the rear of a parked City vehicle, or at the front and rear traffic side of the City vehicle if parallel parked, will alert other vehicle operators of activity in and around the City vehicle and increase their level of caution. In addition, placement of cones in this manner will require City vehicle operators to remove them before moving the vehicle and encourage a survey of the area behind the vehicle prior to backing.

405.9 COMPLIANCE WITH THE PARKING AND BACKING POLICY

All Hurricane City personnel operating a City vehicle are expected to follow the above stated policy guidelines. Failure to comply will result in the loss of driving privileges and disciplinary action up to termination.

Copyright Lexipol, LLC 2025/02/13, All Rights Reserved.
Published with permission by Hurricane City

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **adding a parking and backing policy** to the employee handbook.

Discussion: This policy was put forth by our insurance company for adoption by the City for continued participation in their Safety Incentive Program. - Sel Lovell

Findings:

Recommendation: