



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

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

Hurricane City Council Meeting Agenda

March 6, 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

Swearing in of Officer James Ober

Introduction of K9 Handler Weston Marshall with K9 Gee

Declaration of any conflicts of interest

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 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**
2. Consideration and possible approval of the **revocation of the business license for IZ Towing -Cindy Beteag**

3. Consideration and possible approval of the **Bike Park Build Agreement with Sensus Rad Trails** for the Hurricane Bike Park

NEW BUSINESS

1. Discussion regarding a new **Power impact fee study and Capital Facilities Plan** - Scott Hughes
2. Consideration and possible approval of **Resolution 2025-18 Vacating and Abandoning a Sewer Line Easement** - Dayton Hall
3. Consideration and possible approval of **Ordinance ZC25-05 request from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre** located at 952 S 920 W. Parcel number H-NTW-2. Christine Stratton, Applicant. Nicholette Parker, Agent.
4. Continued **training** for Municipal Officials
5. Mayor, Council, and staff reports
6. 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 March 6, 2025

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Swearing in of Officer James Ober

Introduction of K9 Handler Weston Marshall with K9 Gee

Old Business

1. This item was discussed on February 6th and again on February 20th, after the item had been discussed by the Airport Board on February 18th. One of the key points of discussion by the Council on February 20th was restricting training aircraft within the flight pattern to no more than four; requiring business license and hangar lease applicants to confirm they will comply with the rules, regulations, and minimum standards; and requiring flight instructors to ensure students' compliance with the rules and regulations. The City Attorney has incorporated these requirements into the prior draft of the Rules and Regulations and Minimum Standards. Within the City Council packet there is a draft of the documents showing the redlined additions to the prior drafts, as well as a clean copy of the documents with the changes incorporated in a form ready to be adopted. -Dayton Hall
2. This item was discussed and continued on February 20, 2025. Council had directed staff to contact the property owner, however, the owner proactively visited the City Office the day after the meeting to address the matter. As of today, the issue has been fully resolved, and a revocation hearing is no longer necessary. Staff recommends that the Council table this item. – Cindy Beteag
3. The Council discussed this item on February 20th and were generally in favor. However, there were issues with the prices in the contract not being current, and the City Attorney had concerns about some of the provisions in the contract. The contract, including the project price and indemnification provisions, has now been updated and is in a form approved by the City Attorney. -Dayton Hall

New Business

1. The last Power Impact Fee Study was completed in 2018. These studies are suggested to be re-done every 5 years. We started the process in 2023 and have a draft study to present. This item is only presented as a discussion item and a public hearing will follow in the future.
The draft study is attached and will be discussed during the meeting.

We anticipated due to inflation, material cost increases, and significant projected growth that these results would show significant increases needed. – Scott Hughes

2. This item is a proposal to abandon a sewer line easement. The easements were previously granted to both Ash Creek SSD and Hurricane City. Ash Creek SSD is in the process of abandoning its interest in the easement, as it is no longer needed, and Ash Creek has requested that the City also abandon its interest in the easement. Staff recommend approval. -Dayton Hall.
3. The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.86 acres located on the west side of 920 W and south of 900 S. The applicant has stated that their purpose is to facilitate a lot split to build an additional home, although the RA-0.5 zoning could allow up to three homes on this property. The Planning Commission unanimously recommended approval of the zone change as presented.
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 and Public Works brought up the need for widening and improvements along 920 W, a master-planned minor collector. The Planning Commission discussed this concern briefly, however, coordination on road improvements will need to be resolved at the amended final plat stage and the Planning Commission ultimately recommended approval unanimously. Fred Resch III, City Planner
4. Continued training for Municipal Officials
5. Mayor, Council, and staff reports.
6. Closed Meeting upon request.

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 3/6/25

This item was discussed on February 6th and again on February 20th, after the item had been discussed by the Airport Board on February 18th. One of the key points of discussion by the Council on February 20th was restricting training aircraft within the flight pattern to no more than four; requiring business license and hangar lease applicants to confirm they will comply with the rules, regulations, and minimum standards; and requiring flight instructors to ensure students' compliance with the rules and regulations. The City Attorney has incorporated these requirements into the prior draft of the Rules and Regulations and Minimum Standards. Within the City Council packet there is a draft of the documents showing the redlined additions to the prior drafts, as well as a clean copy of the documents with the changes incorporated in a form ready to be adopted. -Dayton Hall

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

~~date of approval~~

March 6, 2025

Hurricane City Council

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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.

Training Aircraft – Any aircraft being operated as part of an FAA approved pilot flight training school under the provisions of FAR Part 61 or FAR Part 141

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 within this document shall ~~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 taxiing, 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~~ 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

1. In addition to complying with FAR Part 91.119 for maintaining minimum altitudes over congested areas such as the residential areas of 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.~~
2. Noise abatement procedures. The following ~~voluntary~~ procedures are defined-adopted 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 36-1H. 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

- 1. **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).**
- 2. **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.**
- 3. **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. Training Aircraft Congestion

To reduce the possibility of excessive traffic pattern congestion and therefore enhance traffic pattern safety, the maximum number of training aircraft in the traffic pattern at any time is limited to 4. Any training aircraft with the intent to enter the traffic pattern when there are already 4 training aircraft present shall remain clear of the traffic pattern until the above requirement can be met.

TU. 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 City Municipal Airport Hurricane, Utah

Rules and Regulations

Adopted and Approved
March 6, 2025
Hurricane City Council

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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.

Training Aircraft – Any aircraft being operated as part of an FAA approved pilot flight training school under the provisions of FAR Part 61 or FAR Part 141.

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 rules and regulations within this document shall 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 taxiing, 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

1. In addition to complying with FAR Part 91.119 for maintaining minimum altitudes over congested areas such as the residential areas of the City, pilots are expected to use good judgment and flight procedures that result in minimum noise over noise-sensitive areas.
2. Noise abatement procedures. The following procedures are adopted 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 36-1H. 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

1. **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).**
2. **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.**
3. **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. Training Aircraft Congestion

To reduce the possibility of excessive traffic pattern congestion and therefore enhance traffic pattern safety, the maximum number of training aircraft in the traffic pattern at any time is limited to 4. Any training aircraft with the intent to enter the traffic pattern when there are already 4 training aircraft present shall remain clear of the traffic pattern until the above requirement can be met.

U. 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 City Municipal Airport Hurricane, Utah

Minimum Standards For Commercial Aeronautical Activities

Adopted and Approved
~~{ date of approval }~~ March 6, 2025
Hurricane City Council

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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. An acknowledgement signed by the applicant confirming that the applicant has read, understands, and will comply with the following documents:
 - Rules and Regulations for the Hurricane City Municipal Airport, including the noise abatement policy and procedures.
 - Minimum Standards for Commercial Aeronautical Activities for the Hurricane City Municipal Airport.
- 13.15. 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.

O. 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.
- e. Flight instructors operating out of the Hurricane City Airport shall ensure that their students are made aware of, understand, and adhere to the Rules and Regulations of the Hurricane City Municipal Airport, including the noise abatement procedures.

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 Municipal Airport Hurricane, Utah

Minimum Standards For Commercial Aeronautical Activities

Adopted and Approved
March 6, 2025
Hurricane City Council

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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. An acknowledgement signed by the applicant confirming that the applicant has read, understands, and will comply with the following documents:
 - Rules and Regulations for the Hurricane City Municipal Airport, including the noise abatement policy and procedures.
 - Minimum Standards for Commercial Aeronautical Activities for the Hurricane City Municipal Airport.
15. 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.

O. 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.
- 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 satisfies the requirements for insurance coverage and indemnification for the City.
- f. Flight instructors operating out of the Hurricane City Airport shall ensure that their students are made aware of, understand, and adhere to the Rules and Regulations of the Hurricane City Municipal Airport, including the noise abatement procedures.

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.



STAFF COMMENTS

Item: Consideration and possible approval of the **revocation of the business license** for IZ Towing.

Discussion: This item was discussed and continued on February 20, 2025. Council had directed staff to contact the property owner, however, the owner proactively visited the City Office the day after the meeting to address the matter. As of today, the issue has been fully resolved, and a revocation hearing is no longer necessary. Staff recommends that the Council table this item. – Cindy Beteag

Findings:

Recommendation:



STAFF COMMENTS

Item: Consideration and possible approval of the **Bike Park Build Agreement with Sensus Rad Trails** for the Hurricane Bike Park.

Discussion: Updated Summary for March 6, 2025 Council Meeting

The Council discussed this item on February 20th and were generally in favor. However, there were issues with the prices in the contract not being current, and the City Attorney had concerns about some of the provisions in the contract. The contract, including the project price and indemnification provisions, has now been updated and is in a form approved by the City Attorney. -Dayton Hall

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

This BIKE PARK BUILD AGREEMENT (the “Agreement”), dated March 6, 2025, is made and entered into by and between Hurricane City, a Utah Municipal Corporation “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. **DESCRIPTION OF WORK:** Customer and SRT agree that SRT will construct the Project at the Spilsbury Sports Complex as described in the Project Documents attached as Exhibit A hereto.
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.
3. **PRICE:** SRT is a 1099 independent contractor and will be paid pursuant to this Agreement. SRT will be paid \$60,000 for construction of the Project. In addition to \$25,000 in funding originating from the Customer, the parties recognize that \$20,000 originates from a grant given by the Bronco Wild Foundation and an additional \$15,000 originates from a grant given by Washington County’s Greater Zion program.
4. **DEPOSIT:** [RESERVED].
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 30 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 at the direction 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 and on or before March 6, 2026.
8. **DESIGN PLANS & SPECIFICATIONS:** SRT will complete its services according to the Project Documents attached as Exhibit A any Plans and Specifications (the “Plans”) created by or provided to SRT and approved by Customer. 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. 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: [RESERVED].

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 some 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 St. George, Utah, or the Federal District Court for the District of Utah, using the laws of the State of Utah.

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.

G. Governmental Immunity. Customer advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment,

including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this document are expressly limited to the amounts identified in the Act.

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:	147 N. 870 W., Hurricane, UT 84737
Phone Number:	(435) 635-2811
Print Name:	Hurricane City, a Utah Municipal Corporation
Signature Date:	March 6, 2025
Signature:	, signed by Mayor Nanette Billings

EXHIBIT A

Project Documents

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 / Spilsbury 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.

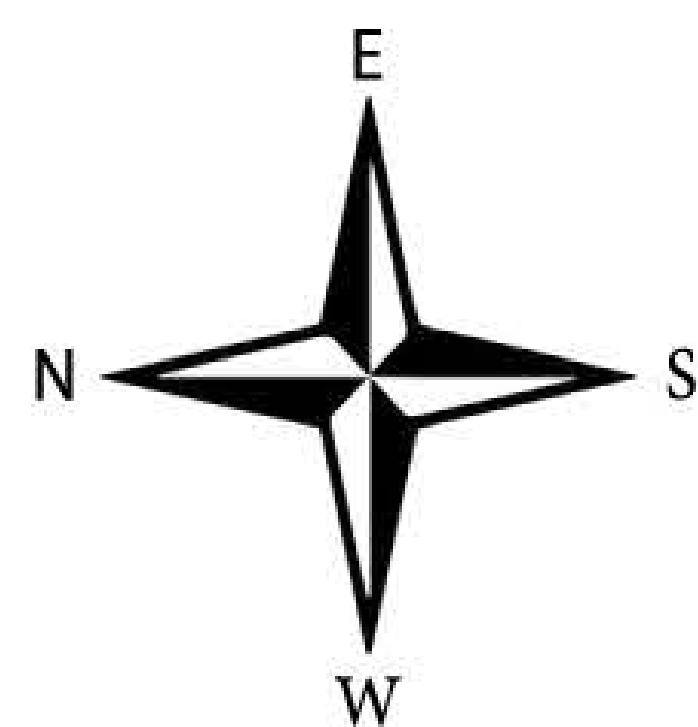


Pictures from the Aptos "Post Office Jumps - Aptos, CA

HURRICANE BIKE PARK CONCEPTUAL PLAN

HURRICANE, UTAH

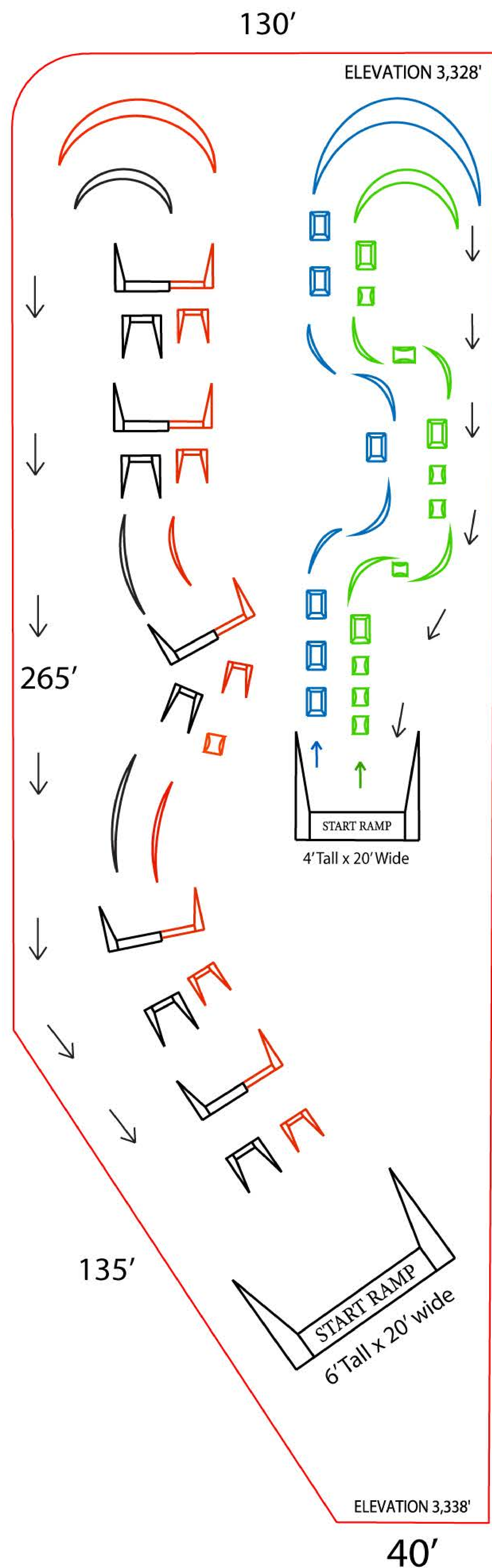
37°11'7.88"N, 113°17'40.62"W



- = EXPERT LINE
- = ADVANCED LINE
- = INTERMEDIATE LINE
- = BEGINNER LINE

- ⌒ = JUMP LANDING
- ⌒ = JUMP RAMP
- ⌒ = BERM TURN
- ▢ = TABLETOP JUMP
- ▢ = ROLLER

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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.

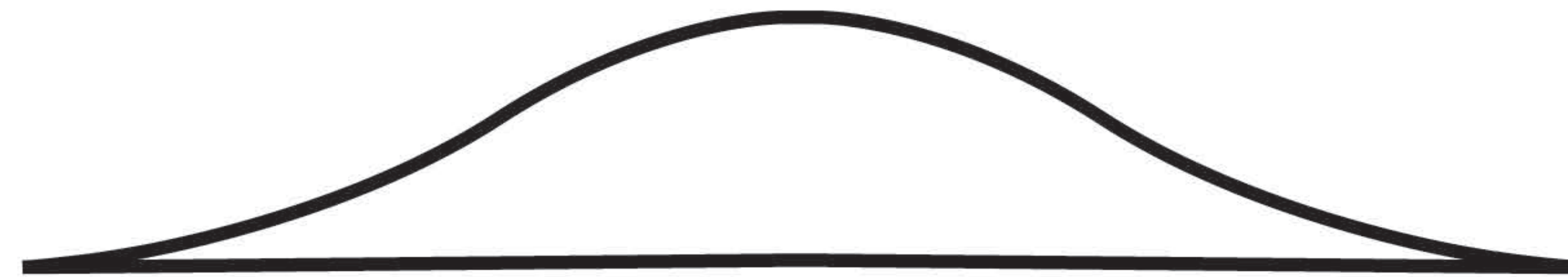
This design would be rideable for all kinds of bicycles including little kids on push bikes, bmx bikes, and mountain bikes. Motorized vehicles of any kind would be strictly prohibited.

HURRICANE BIKE PARK

SIZE AND SCALE OF FEATURES



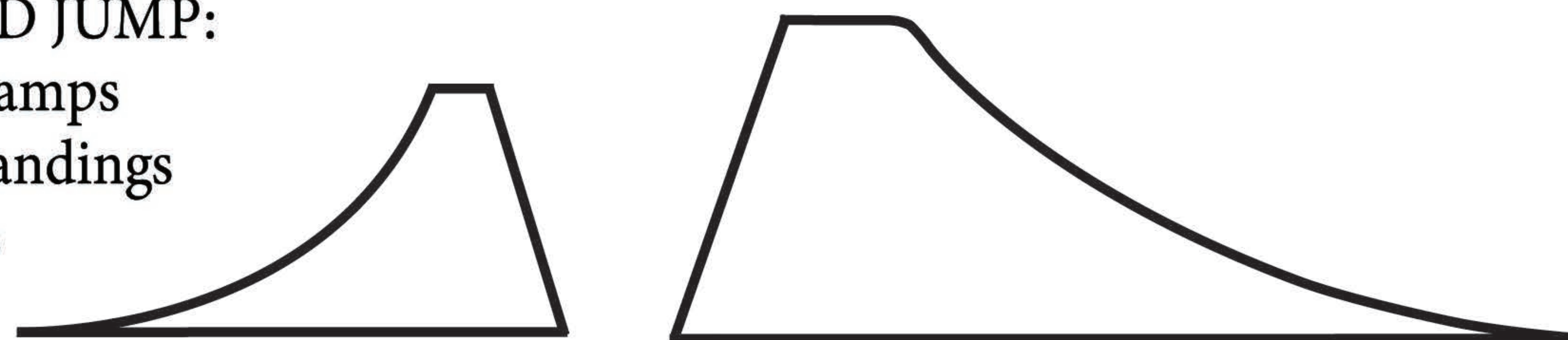
ROLLER:
1 - 2' Tall



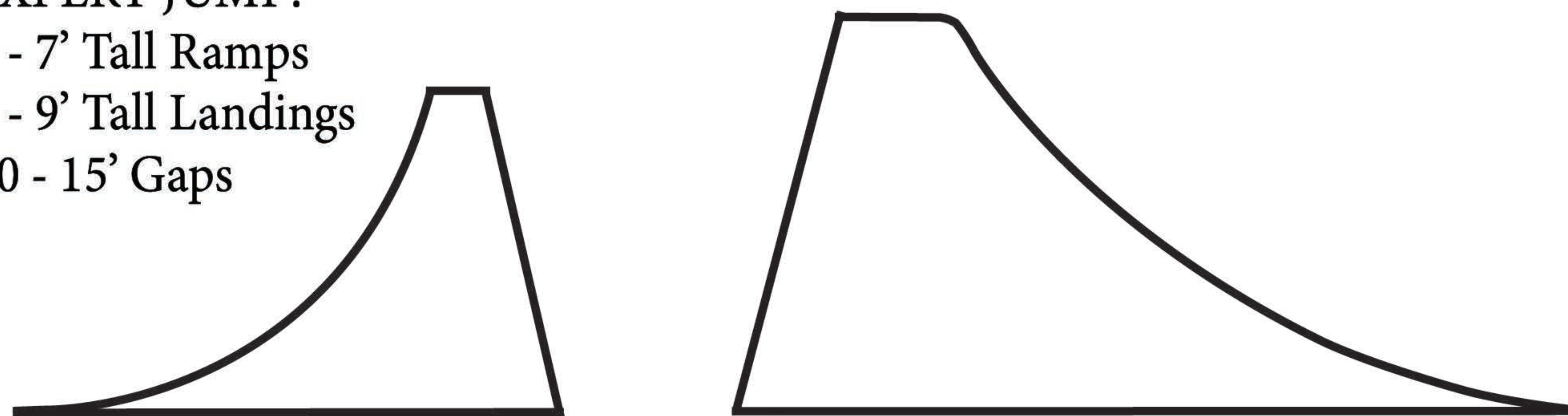
TABLETOP JUMP:
2 - 4' Tall
4 - 8' Long Deck



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 maintenance 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 relationship 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

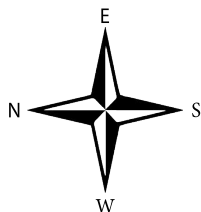
Phone: (831) 227-5310

Website: [Instagram.com/tylermccaul](https://www.instagram.com/tylermccaul)

HURRICANE BIKE PARK CONCEPTUAL PLAN

HURRICANE, UTAH

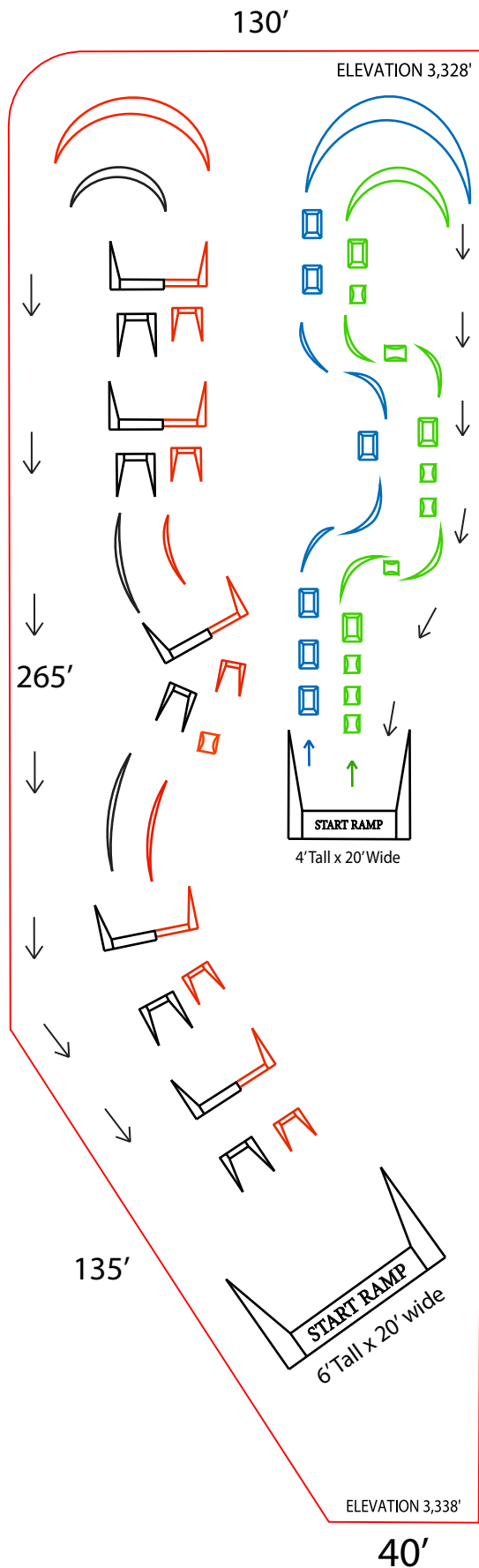
37°11'7.88"N, 113°17'40.62"W



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	= JUMP LANDING
	= JUMP RAMP
	= BERM TURN
	= TABLETOP JUMP
	= ROLLER

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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 Hurricane City, a Utah Municipal Corporation “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 Spilsbury Sports Complex (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 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”). Except for risks associated with SRT’s negligence, Customer acknowledges that it is 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, except for risks associated with SRT’s negligence, 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.
- CUSTOMER FULLY RELEASES SRT and its subsidiaries, sponsors, promoters, 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, except for claims and/or causes of action arising from SRT’s alleged negligence.

WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

- 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.
- As a material condition of this Release, Customer and SRT agree that Customer is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment, including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this document are expressly limited to the amounts identified in the Act.
- 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 IN SOME SITUATIONS. I ACKNOWLEDGE THAT I AM SIGNING THE RELEASE FREELY AND VOLUNTARILY.

AGREED TO BY:

CUSTOMER:

Physical / Mailing Address:	147 N. 870 W., Hurricane, UT 84737
Phone Number:	(435) 635-2811
Print Name:	Hurricane City, a Utah Municipal Corporation
Signature Date:	March 6, 2025
Signature:	, Mayor Nanette Billings



STAFF COMMENTS

Item: Discussion regarding a new Power impact fee study and Capital Facilities Plan

Discussion: The last Power Impact Fee Study was completed in 2018. These studies are suggested to be re-done every 5 years. We started the process in 2023 and have a draft study to present. This item is only presented as a discussion item and a public hearing will follow in the future.

The draft study is attached and will be discussed during the meeting.

We anticipated due to inflation, material cost increases, and significant projected growth that these results would show significant increases needed. – Scott Hughes

Findings:

Recommendation:



PUBLIC
FINANCE
ADVISORS



HURRICANE UTAH

DECEMBER
2024

IMPACT FEE ANALYSIS (IFA)

ELECTRICAL TRANSMISSION AND
SUBSTATIONS

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS
FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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IMPACT FEE CERTIFICATION

IFA CERTIFICATION

LRB Public Finance Advisors certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and,
4. complies in each and every relevant respect with the Impact Fees Act.

LRB Public Finance Advisors makes this certification with the following caveats:

1. All of the recommendations for implementations of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LRB PUBLIC FINANCE ADVISORS



DEFINITIONS

The following acronyms or abbreviations are used in this document:

IFA:	Impact Fee Analysis
IFFP:	Impact Fee Facilities Plan
kVA:	Kilo-volt-amperes
kW:	Kilowatt
LOS:	Level of Service
LRB:	LRB Public Finance Advisors (Formerly Lewis Young Robertson & Burningham, Inc.)
M:	Million
MW:	Megawatt



SECTION 1: EXECUTIVE SUMMARY

The purpose of the electrical transmission and substation Impact Fee Analysis (“IFA”) is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the “Impact Fees Act”, and assist Hurricane City (the City) in financing and constructing necessary capital improvements for future growth. This document will address the appropriate impact fees the City may charge to new growth to maintain the level of service (LOS) as defined in the Impact Fee Facilities Plan, dated August 2024.

- **Impact Fee Service Areas:** The impact fees identified in this document will be assessed within the proposed Service Area, as discussed in **SECTION 3**.
- **Demand Analysis:** A total of 35,832 additional kilowatts (kW) of demand will be generated within the current Service Area in the IFFP planning horizon. See **SECTION 3** for details regarding growth in kW.
- **Level of Service:** The LOS is based on loading to the base rating on substation transformers and system voltage criteria. **Section 3** provides the LOS information used in this analysis. New facilities are designed to maintain the diversified kW LOS.
- **Excess Capacity:** This analysis includes excess capacity related to substations and the transmission system.
- **Capital Facilities Analysis:** The IFFP has identified the growth-related projects needed within the next ten years. The total construction year cost related to growth is **\$38.6M**, based on an inflation rate of four percent annually.
- **Financing of Future Facilities:** This analysis assumes the City will not utilize bond financing to fund future infrastructure.

SUMMARY OF PROPOSED IMPACT FEES

The impact fees proposed in this analysis will be assessed within the Service Area. The tables below illustrate the calculated impact fee for electric transmission and substation facilities.

TABLE 1.1: ILLUSTRATION OF COST PER NEW kW

	TOTAL COSTS	% GROWTH RELATED AND IMPACT FEE FUNDED	GROWTH RELATED & CITY FUNDED COSTS	GROWTH RELATED kW	COST PER NEW kW
Buy-In: Existing Substation Transformers	\$13,191,976	26%	\$3,376,392	35,832	\$94.23
Future System Improvements	\$49,006,901	79%	\$38,621,695	35,832	\$1,077.85
Financing	\$0	79%	\$0	35,832	\$0.00
Professional Expense	\$73,925	82%	\$60,363	22,689	\$2.66
Interest Credit	(\$270,000)	100%	(\$270,000)	35,832	(\$7.54)
TOTALS:	\$62,002,802		\$41,788,450		\$1,167.20

Professional expense is based on the cost to complete the IFFP and IFA.



TABLE 1.2: ILLUSTRATION OF IMPACT FEE BY PANEL SIZE

PANEL RATING	LINE-TO-LINE VOLTAGE	100% PANEL KVA	AVG PANEL LOADING	AVG PEAK DEMAND @ PANEL (KVA)	POWER FACTOR	ESTIMATED DIVERSIFIED KW	PROPOSED FEE	EXISTING FEE	% CHANGE
Residential (120/240, 1 phase)									
125	240	30	12.50%	3.75	95%	3.56	\$4,158	\$1,622	156%
200	240	48	12.50%	6.00	95%	5.70	\$6,653	\$2,595	156%
400	240	96	12.85%	12.34	95%	11.72	\$13,679	\$5,190	164%
600	240	144	12.85%	18.50	95%	17.58	\$20,518	\$7,785	164%
Commercial (120/240, 1 phase)									
200	240	48	25.00%	12.00	90%	10.80	\$12,606	\$4,902	157%
400	240	96	25.00%	24.00	90%	21.60	\$25,212	\$9,803	157%
600	240	144	25.00%	36.00	90%	32.40	\$37,817	\$14,705	157%
800	240	192	25.00%	48.00	90%	43.20	\$50,423	\$19,607	157%
Commercial (120/208, 3 phase)									
200	208	72	25.00%	18.01	90%	16.21	\$18,923	\$7,358	157%
400	208	144	25.00%	36.03	90%	32.42	\$37,845	\$14,715	157%
600	208	216	25.00%	54.04	90%	48.64	\$56,768	\$22,073	157%
800	208	288	25.00%	72.05	90%	64.85	\$75,691	\$29,431	157%
1,000	208	360	25.00%	90.07	90%	81.06	\$94,613	\$36,788	157%
1,200	208	432	25.00%	108.08	90%	97.27	\$113,536	\$44,146	157%
1,600	208	576	25.00%	144.11	90%	129.70	\$151,381	\$58,861	157%
1,800	208	648	25.00%	162.12	90%	145.91	\$170,304	\$66,219	157%
2,000	208	721	25.00%	180.13	90%	162.12	\$189,226	\$73,577	157%
2,500	208	901	25.00%	225.17	90%	202.65	\$236,533	\$91,971	157%
3,000	208	1,081	25.00%	270.20	90%	243.18	\$283,840	\$110,365	157%
Commercial (277/480, 3 phase)									
200	480	166	25.00%	41.57	90%	37.41	\$43,668	\$16,979	157%
400	480	333	25.00%	83.14	90%	74.82	\$87,335	\$33,958	157%
600	480	499	25.00%	124.71	90%	112.24	\$131,003	\$50,938	157%
800	480	665	25.00%	166.28	90%	149.65	\$174,671	\$67,917	157%
1,000	480	831	25.00%	207.85	90%	187.06	\$218,338	\$84,896	157%
1,200	480	998	25.00%	249.42	90%	224.47	\$262,006	\$101,875	157%
1,600	480	1,330	25.00%	332.55	90%	299.30	\$349,341	\$135,834	157%
1,800	480	1,496	25.00%	374.12	90%	336.71	\$393,009	\$152,813	157%
2,000	480	1,663	25.00%	415.69	90%	374.12	\$436,676	\$169,792	157%
2,500	480	2,078	25.00%	519.62	90%	467.65	\$545,845	\$212,241	157%
3,000	480	2,494	25.00%	623.54	90%	561.18	\$655,015	\$254,689	157%

A detailed explanation of the increase in the proposed impact fee is in **Section 6** of this report.

NON-STANDARD IMPACT FEES

The proposed fees are based upon growth in kW. The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have



upon public facilities.¹ A developer may submit studies and data for a particular development and request an adjustment. This adjustment could result in a higher or lower impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The following formulas will help determine the non-standard impact fee.

Estimated Diversified kW Usage * \$1,167.20

The formula for a non-standard impact fee should be included in the impact fee enactment (by resolution or ordinance). In addition, the impact fee enactment should contain the following elements:

- A provision establishing one or more service areas within which the local political subdivision or private entity calculates and imposes impact fees for various land use categories.
- A schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement or the formula that the local political subdivision or private entity will use to calculate each impact fee.
- A provision authorizing the local political subdivision or private entity to adjust the standard impact fee at the time the fee is charged to:
 - Respond to unusual circumstances in specific cases or a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected.
 - Ensure that the impact fees are imposed fairly.
- A provision governing calculation of the amount of the impact fee to be imposed on a particular development that permits adjustment of the amount of the impact fee based upon studies and data submitted by the developer.
- A provision that allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer:
 - Dedicates land for a system improvement.
 - Builds and dedicates some or all of a system improvement.
 - Dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.
- A provision that requires a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - Are system improvements; or,
 - Dedicated to the public and offset the need for an identified system improvement.

Other provisions of the impact fee enactment may include exemption of fees for development activity attributable to low-income housing, the state, a school district, or a charter school. Exemptions may also include other development activities with a broad public purpose. If an exemption is provided,

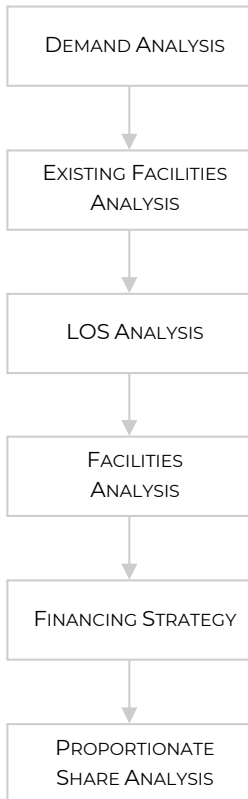
¹ UC 11-36a-402(1)(c)

the entity should establish one or more sources of funds other than impact fees to pay for that development activity. The impact fee exemption for development activity attributable to a school district or charter school should be applied equally to either scenario.



SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFFP and IFA. The IFFP identifies the demands placed upon the City's existing facilities by future development and evaluates how these demands will be met by the City. The IFFP is also intended to outline the improvements, which are intended to be funded by impact fees. The purpose of IFA is to allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. The Impact Fee Act requires that the IFFP and IFA consider the historic level of service provided to existing development and ensure that the proposed impact fees maintain the existing level of service. The following elements are important considerations when completing an IFFP and IFA.

DEMAND ANALYSIS

The demand analysis serves as the foundation for the IFFP and IFA. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand as a result of new development that will affect system facilities.

EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, to the extent possible the IFFP provides an inventory of the City's existing system facilities. The inventory valuation should include the original construction cost and estimated useful life of each facility. The inventory of existing facilities is important to determine the excess capacity of existing facilities and the utilization of excess capacity by new development.

LEVEL OF SERVICE ANALYSIS

"Level of service" or LOS means the defined performance standard or unit of demand for each capital component of a public facility within a service area. Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the existing LOS that is provided to a community's existing residents and ensures that future facilities maintain these standards.

EXCESS CAPACITY AND FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing system. This list includes any excess capacity of existing facilities as well as future system improvements necessary to maintain the LOS. Any excess capacity identified within existing facilities can be apportioned to new development. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

FINANCING STRATEGY

This analysis must also include a consideration of all revenue sources, including impact fees, future debt costs, alternative funding sources and the dedication of system improvements, which may be used to finance system improvements.² In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.³

PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of the costs borne in the past and to be borne in the future (UCA 11-36a-302).

² 11-36a-302(2)

³ 11-36a-302(3)

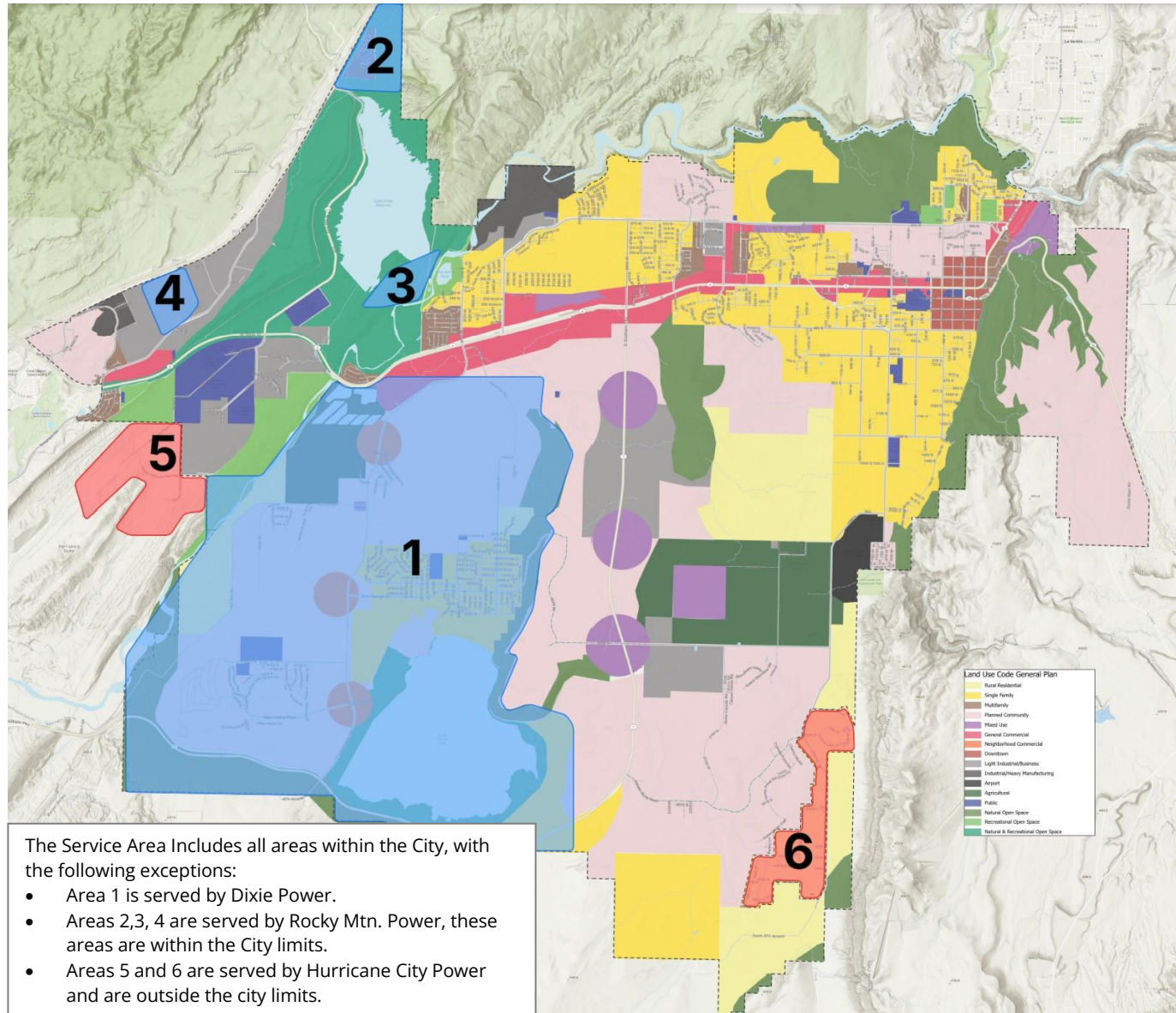


SECTION 3: SERVICE AREA, DEMAND, AND LOS

SERVICE AREA

Utah Code requires the impact fee enactment to establish one or more service areas within which impact fees will be imposed.⁴ This document identifies the necessary future system improvements for the Service Area that will maintain the existing LOS into the future. According to the 2024 IFFP, the Service Area includes areas within the City boundary as shown in **Figure 3.1**.

FIGURE 3.1: POWER SERVICE AREA



⁴ UC 11-36a-402(1)(a)

DEMAND

The City's electrical system requires expansion to maintain the existing LOS as new growth and development activity occurs within the Service Area. To accurately determine the portion of the costs of future capital infrastructure that should be included in the impact fees, this analysis projects the future growth in megawatts (MW) and kilowatts (kW). The demand unit used in the calculation of the electrical impact fees is the estimated MW and kW at a power factor of 95 percent for residential and 90 percent for commercial.⁵ **TABLE 3.1** summarizes the projected annual increase in kW within the Service Area.

TABLE 3.1: PROJECTED DEMAND

DESCRIPTION	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total System CP Demands (kW)	54,686	59,061	63,786	68,888	74,399	77,375	80,470	83,689	87,037	90,518
Ten Year Demand	35,832									

It is anticipated that new growth will have an impact on the City's existing services. Electrical facilities will need to be expanded to maintain the existing LOS. The IFFP, in conjunction with the impact fee analysis, are designed to accurately assess the true impact of a particular user upon the City's infrastructure.

LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the LOS to current or future users of capital improvements. Therefore, it is important to identify the LOS within the Service Area to ensure that the new capacities of projects financed through impact fees do not exceed the established standard. According to the most recent IFFP, the City plans, designs and operates its system based on the following criteria:

- Transformer ratings under varying load levels and loading conditions must remain below their ONAN/ONFA/ONFA 55-degree rating.
- Dual bay substations loading shall not exceed 75% of combined ONAN/ONFA/ONFA 55-degree MVA rating of power transformers.
- The system must be able to adequately serve load under single contingency (N-1) situations, where "N" is a power system element such as a transformer or line.
- The system switching required under an N-1 contingency should remain as simplified as possible to ensure that switching orders do not become unnecessarily complex.
- Distribution circuit loading criteria must remain below 90% of its maximum current rating.
- Transmission circuit voltage must remain between 95% and 105% of its nominal value.
- Distribution circuit voltage must remain between 98% and 105% (at loads) of its nominal value.
- Distribution circuit mains must be able to serve additional load under N-1 contingencies.

The above criteria were used to determine Hurricane City's facility needs based on the amount of load (i.e., demand) placed on the existing system over the study planning horizon.

⁵ Power factor (p.f.) is the ratio of working power, measured in kilowatts (kW), to apparent power, measured in kilovolt amperes (kVA). The power factor of the present system is acceptable, above 0.95. The system power factor is primarily influenced by the types and level of loads on the system and the amount of shunt capacitors installed in the system.

SECTION 4: EXISTING FACILITIES & EXCESS CAPACITY

This section is intended to summarize the existing public facilities related to electric transmission and substation infrastructure. The IFFP indicates the City is served by PacifiCorp's Purgatory Flat Transmission Substation with two radial 69kV lines, one line feeds Anticline substation and the other line feeds the other three 69kV substations. The radial 69kV line interconnects Hurricane City's four Distribution substations. Hurricane City's electrical system currently has four power distribution substations: Anticline Substation, Brentwood Substation, Clifton Wilson Substation, and Three Falls Substation. It is noted that during the time of this study Three Falls Substation was under construction but was not yet operating. So, the peak loading for Three Falls Substation was estimated.⁶

VALUE OF EXISTING INFRASTRUCTURE

Based upon data provided by the City using the electric utility depreciation schedule, the existing system is valued at approximately \$42M, based on original cost as shown in **TABLE 4.1**. Generation is excluded from the calculation of buy-in. Project improvements and non-eligible values are excluded from the analysis.

TABLE 4.1: VALUE OF EXISTING SYSTEM

Total System Value	\$42,235,807
Eligible Distribution/Transmission	\$4,951,860
Eligible Substations	\$8,240,115
Subtotal of Eligible Value	\$13,191,976
Estimate of Buildout Demand	140,000
IFFP Demand	35,832
% of Total	26%

EXCESS CAPACITY

The City maintains a network of transmission and distribution infrastructure. **TABLE 4.2** and **4.3** illustrate the capacity analysis for the existing transformers and feeder loads. Based on this analysis, there is excess capacity related to existing infrastructure. The excess capacity is assumed to serve development through buildout.

MANNER OF FINANCING EXISTING INFRASTRUCTURE

The City has funded its existing capital infrastructure through a combination of different revenue sources, including user fee revenues, service fees, and impact fees. Therefore, the City's existing LOS standards have been funded by the City's existing residents. The City does not foresee receiving revenues from other entities (i.e., grants, federal or state funds, other contributions, etc.) to fund new facilities.

⁶ IFFP p.7. This station is now in operation.



SECTION 5: CAPITAL FACILITY ANALYSIS

The capital project and engineering data, planning analysis, and other information related to future capital needs can be found in the 2024 IFFP. The accuracy and correctness of this plan is contingent upon the accuracy of the data and assumptions. Any deviations or changes in the assumptions due to changes in the economy or other relevant information used by the City for this study may cause this plan to be inaccurate and may require modification to this analysis to ensure accuracy.

SUMMARY OF FUTURE CAPITAL FACILITIES

Based upon the projected increase in kW and demand on the system, the City has identified the future capital projects that must be constructed over the next ten years to serve future development. The costs of these projects are summarized in **TABLE 5.1**. The percentage of the total cost that is attributable to growth is based upon the ratio of the capacity available for meeting future growth in the 10-year IFFP demand period to the total capacity provided by the project. All the projects listed in the table below have a life expectancy of more than 10 years.

TABLE 5.1: SUMMARY OF FUTURE CAPITAL PROJECT COSTS

PROJECT # & TITLE	OPINION OF PROBABLE COST	YEAR	CONSTRUCTION YEAR COST	% TO IFFP DEMAND	COST TO GROWTH
Replace Anticline T1	\$1,943,675	2025	\$2,021,422	50.0%	\$1,010,711
New 138kV line from Purgatory to Future Sub 1	\$6,404,366	2026	\$6,926,962	75.0%	\$5,195,222
New Future Substation 1	\$7,690,408	2027	\$8,650,663	100.0%	\$8,650,663
New 138kV line from Future Sub 1 to Three Falls	\$3,100,207	2027	\$3,487,311	75.0%	\$2,615,483
Three Falls Substation Bay 2	\$3,728,421	2029	\$4,536,194	80.0%	\$3,628,955
New 69kV line to Sky Mountain	\$200,805	2029	\$244,310	95.0%	\$232,094
New Sky Mountain Substation	\$5,503,354	2030	\$6,963,498	95.0%	\$6,615,324
New 138kV line to 600 North	\$685,450	2031	\$902,005	75.0%	\$676,504
New 138kV line from 600 North to Three Falls	\$1,339,409	2032	\$1,833,074	75.0%	\$1,374,805
Three Falls substation Bay 1 Upgrade	\$2,119,390	2032	\$2,900,532	60.0%	\$1,740,319
New 138kV line to Future Substation 2	\$210,848	2033	\$300,102	75.0%	\$225,077
New 138kV-69kV Future Substation 2	\$7,195,069	2033	\$10,240,827	65.0%	\$6,656,537
Total	\$40,121,402		\$49,006,901		\$38,621,695

The projected resource needs for the next several years are detailed in the following paragraphs. The estimated costs of future capital projects are based on historical experience with the system and projected growth patterns for the system.

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities that are intended to provide services to service areas within the community at large.⁷ Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience of the occupants

⁷ 11-36a-102(20)



or users of that development.⁸ The Impact Fee Analysis may only include the costs of impacts on system improvements related to new growth within the proportionate share analysis. However, impact fees will be used for the substations, etc. since these are considered system improvements.

FUNDING OF FUTURE FACILITIES

Future facilities are generally funded using the following resources:

UTILITY RATE REVENUES

Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, debt service coverage, and capital project needs not related to growth.

GRANTS AND DONATIONS

The City does not anticipate receiving grants or donations to fund improvements currently contemplated in this IFFP. However, the impact fees will be adjusted if grants become available to reflect the grant monies received. A donor may be entitled to reimbursement for the value of the system improvements funded through impact fees if donations are made by new development. **SECTION 6** further addresses proposed credits available to development.

IMPACT FEE REVENUES

Impact fees are charged to ensure that new growth pays its proportionate share of the costs for the development of public infrastructure. Impact fee revenues can also be attributed to the future expansion of public infrastructure if the revenues are used to maintain an existing level of service. Increases to an existing level of service cannot be funded with impact fee revenues. Impact fee revenues are generally considered non-operating revenues and help offset future capital costs. The City is opting to include the unincumbered impact fee fund balance, estimated at \$2,932,150, as a credit against future impact fee capital costs.

DEBT FINANCING

In the event the City has not accumulated sufficient impact fees to pay for the construction of time sensitive or urgent capital projects needed to accommodate new growth, the City must look to revenue sources other than impact fees for funding. The Impact Fees Act allows for the costs related to the financing of future capital projects to be legally included in the impact fee. This allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of issuing debt. Debt financing costs are not included in this analysis.

EQUITY OF IMPACT FEES

Impact fees are intended to cover the costs of system improvements (infrastructure) that relate to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis as presented in the impact fee analysis. Even so, there may be years when actual impact fee revenues cannot cover the annual growth-related expenses. In those years, growth-related projects may be delayed, or other revenues

⁸ 11-36a102(13)

such as general utility rate revenues may be borrowed to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through subsequent impact fees.

NECESSITY OF IMPACT FEES

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of new capital improvements related to new growth. In addition, alternative funding mechanisms have been identified to help offset the cost of future capital improvements.



SECTION 6: ELECTRICAL IMPACT FEE CALCULATION

The calculation of impact fees relies upon the information contained in this analysis. Impact fees are calculated based on many variables centered on proportionality and LOS. The following paragraph briefly discusses the methodology for calculating impact fees. Impact fees can be calculated using a specific set of costs specified for future development. The improvements are identified in the IFFP as growth-related projects. The total project costs are divided by the total demand units the projects are designed to serve. Under this methodology, it is important to identify the existing LOS and determine any excess capacity in existing facilities that could serve new growth.

IMPACT FEE CALCULATION

Based on the growth-related projects, as well as the applicable buy-in fee, the cost per new kW is estimated at \$1,167.20, as shown in **TABLE 6.1**.

TABLE 6.1: ESTIMATE OF IMPACT FEE COST PER KW

	TOTAL COSTS	% GROWTH RELATED AND IMPACT FEE FUNDED	GROWTH RELATED & CITY FUNDED COSTS	GROWTH RELATED KW	COST PER NEW KW
Buy-In: Existing Substation Transformers	\$13,191,976	26%	\$3,376,392	35,832	\$94.23
Future System Improvements	\$49,006,901	79%	\$38,621,695	35,832	\$1,077.85
Financing	\$0	79%	\$0	35,832	\$0.00
Professional Expense	\$73,925	82%	\$60,363	22,689	\$2.66
Interest Credit	(\$270,000)	100%	(\$270,000)	35,832	(\$7.54)
TOTALS:	\$62,002,802		\$41,788,450		\$1,167.20

Professional expense is based on the cost to complete the IFFP and IFA.

The fee per kW is then applied to the general usage statistics for residential and commercial users, as shown in **Table 6.2**. The higher impact fee base cost per kW in this analysis comes from the type of proposed projects in this analysis, the higher cost of system components and the increased costs construction labor since the last analysis was done.

TABLE 6.2: ILLUSTRATION OF IMPACT FEE BY PANEL RATING

PANEL RATING	LINE-TO-LINE VOLTAGE	100% PANEL KVA	AVG PANEL LOADING	AVG PEAK DEMAND @ PANEL (KVA)	POWER FACTOR	ESTIMATED DIVERSIFIED KW	PROPOSED FEE	EXISTING FEE	% CHANGE
Residential (120/240, 1 phase)									
125	240	30	12.50%	3.75	95%	3.56	\$4,158	\$1,622	156%
200	240	48	12.50%	6.00	95%	5.70	\$6,653	\$2,595	156%
400	240	96	12.85%	12.34	95%	11.72	\$13,679	\$5,190	164%
600	240	144	12.85%	18.50	95%	17.58	\$20,518	\$7,785	164%
Commercial (120/240, 1 phase)									
200	240	48	25.00%	12.00	90%	10.80	\$12,606	\$4,902	157%
400	240	96	25.00%	24.00	90%	21.60	\$25,212	\$9,803	157%
600	240	144	25.00%	36.00	90%	32.40	\$37,817	\$14,705	157%
800	240	192	25.00%	48.00	90%	43.20	\$50,423	\$19,607	157%
Commercial (120/208, 3 phase)									
200	208	72	25.00%	18.01	90%	16.21	\$18,923	\$7,358	157%
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PANEL RATING	LINE-TO-LINE VOLTAGE	100% PANEL KVA	AVG PANEL LOADING	AVG PEAK DEMAND @ PANEL (kVA)	POWER FACTOR	ESTIMATED DIVERSIFIED kW	PROPOSED FEE	EXISTING FEE	% CHANGE
600	208	216	25.00%	54.04	90%	48.64	\$56,768	\$22,073	157%
800	208	288	25.00%	72.05	90%	64.85	\$75,691	\$29,431	157%
1,000	208	360	25.00%	90.07	90%	81.06	\$94,613	\$36,788	157%
1,200	208	432	25.00%	108.08	90%	97.27	\$113,536	\$44,146	157%
1,600	208	576	25.00%	144.11	90%	129.70	\$151,381	\$58,861	157%
1,800	208	648	25.00%	162.12	90%	145.91	\$170,304	\$66,219	157%
2,000	208	721	25.00%	180.13	90%	162.12	\$189,226	\$73,577	157%
2,500	208	901	25.00%	225.17	90%	202.65	\$236,533	\$91,971	157%
3,000	208	1,081	25.00%	270.20	90%	243.18	\$283,840	\$110,365	157%
Commercial (277/480, 3 phase)									
200	480	166	25.00%	41.57	90%	37.41	\$43,668	\$16,979	157%
400	480	333	25.00%	83.14	90%	74.82	\$87,335	\$33,958	157%
600	480	499	25.00%	124.71	90%	112.24	\$131,003	\$50,938	157%
800	480	665	25.00%	166.28	90%	149.65	\$174,671	\$67,917	157%
1,000	480	831	25.00%	207.85	90%	187.06	\$218,338	\$84,896	157%
1,200	480	998	25.00%	249.42	90%	224.47	\$262,006	\$101,875	157%
1,600	480	1,330	25.00%	332.55	90%	299.30	\$349,341	\$135,834	157%
1,800	480	1,496	25.00%	374.12	90%	336.71	\$393,009	\$152,813	157%
2,000	480	1,663	25.00%	415.69	90%	374.12	\$436,676	\$169,792	157%
2,500	480	2,078	25.00%	519.62	90%	467.65	\$545,845	\$212,241	157%
3,000	480	2,494	25.00%	623.54	90%	561.18	\$655,015	\$254,689	157%

NON-STANDARD IMPACT FEES

The proposed fees are based upon growth in kW. The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities.⁹ A developer may submit studies and data for a particular development and request an adjustment. This adjustment could result in a higher or lower impact fee if the City determines that a particular user may create a different impact than what is standard for its land use.

Estimated Diversified kW Usage * \$1,167.20

⁹ UC 11-36a-402(1)(c)



CALCULATION OF IMPACT FEE INTEREST CREDIT

This analysis calculates projected interest earnings and applies a credit in the fee calculation. The table below illustrates that the proposed impact fee revenue collections compared to impact fee expense, with interest credit applied.

TABLE 6.3: IMPACT FEE INTEREST CALCULATION

YEAR	KW	NEW KW	FEE PER KW	PROJECTED REVENUE	PROJECTED EXPENSE	PROJECTED BUY-IN EXPENSE	NET	CUMULATIVE	INTEREST EARNED
2024	54,686								
2025	59,061	4,375	\$1,167	\$5,106,500	(\$1,010,711)	(\$412,256)	\$3,683,533	\$3,683,533	\$36,835
2026	63,786	4,725	\$1,167	\$5,515,020	(\$5,195,222)	(\$445,237)	(\$125,438)	\$3,594,930	\$35,949
2027	68,888	5,102	\$1,167	\$5,955,054	(\$11,266,147)	(\$480,761)	(\$5,791,854)	(\$2,160,975)	(\$21,610)
2028	74,399	5,511	\$1,167	\$6,432,439	\$0	(\$519,302)	\$5,913,138	\$3,730,553	\$37,306
2029	77,375	2,976	\$1,167	\$3,473,587	(\$3,861,050)	(\$280,428)	(\$667,891)	\$3,099,968	\$31,000
2030	80,470	3,095	\$1,167	\$3,612,484	(\$6,615,324)	(\$291,642)	(\$3,294,481)	(\$163,514)	(\$1,635)
2031	83,689	3,219	\$1,167	\$3,757,217	(\$676,504)	(\$303,326)	\$2,777,386	\$2,612,237	\$26,122
2032	87,037	3,348	\$1,167	\$3,907,786	(\$3,115,124)	(\$315,482)	\$477,179	\$3,115,539	\$31,155
2033	90,518	3,481	\$1,167	\$4,063,023	(\$6,881,614)	(\$328,015)	(\$3,146,606)	\$89	\$1
Total				\$41,823,110	(\$38,621,695)	(\$3,376,449)			

Assumes interest earnings based on one percent interest rate.

CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure. See **SECTION 5** for further discussion regarding the consideration of revenue sources.

EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next five to six years should be spent or encumbered on only those projects outlined in the IFFP as growth-related costs to maintain the LOS or to reimburse existing development for excess capacity used. The existing impact fee fund balance is included in this analysis and will be spent on the projects that are shown here that were identified in the prior Impact Fee Facilities Plan (also included in this analysis).

PROPOSED CREDITS OWED TO DEVELOPMENT

Credits may be applied to developers who have constructed and donated system facilities to the City that are included in the IFFP in-lieu of impact fees. Credits for system improvements may be available to developers up to, but not exceeding, the amount commensurate with the LOS identified within this IFA. Credits will not be given for the amount by which system improvements exceed the LOS identified within this IFA. This situation does not apply to developer exactions or improvements required to offset density or as a condition of development. Any project that a developer funds must be included in the IFFP, if a credit is to be issued.



In the situation that a developer chooses to construct system facilities found in the IFFP in-lieu of impact fees, the decision must be made through negotiation with the developer and the City on a case-by-case basis.

GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. A four percent annual construction inflation adjustment is applied to projects completed after 2023 (the base year cost estimate).





STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-18 Vacating and Abandoning a Sewer Line Easement

Discussion: This item is a proposal to abandon a sewer line easement. The easements were previously granted to both Ash Creek SSD and Hurricane City. Ash Creek SSD is in the process of abandoning its interest in the easement, as it is no longer needed, and Ash Creek has requested that the City also abandon its interest in the easement. Staff recommend approval. -Dayton Hall.

Findings:

Recommendation:

When Recorded Return To:
Hurricane City
147 N 870 West
Hurricane, UT 84737

APN: H-3-1-31-1331, H-3-1-31-420,
H-3-1-31-411, H-3-1-31-436

Resolution 2025-18

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, ABANDONING
AND VACATING A SEWER LINE EASEMENT**

WHEREAS, Hurricane City Code 1-10 allows the City to dispose of surplus property that is deemed unusable or surplus; and

WHEREAS, Hurricane City is the grantee of certain right-of-way easements or other interest in land described in Document Nos 20070031506 and 20070033594 duly recorded on June 18, 2007 and June 28, 2007, respectively, at the office of the Washington County Recorder in St. George, Utah; and

WHEREAS, the City Council has determined that said right-of-way easements or other interests in land are no longer necessary to achieve the goals and purposes of the City; and

WHEREAS, the City Council finds that there is good cause for vacating and abandoning said right-of-way easements or other interests in land and that neither the public interest nor any person will be materially injured by said proposed vacation and abandonment; and

WHEREAS, Hurricane City does not operate a sewer system; and

WHEREAS, the right-of-way easement will be abandoned without consideration, as the value of the sewer easement to the City is nominal,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that all right, title and interest of Hurricane City in and to the right-of-way easements or other interest described in Document Nos. 20070031506 and 20070033594 duly recorded at the office of the Washington County Recorder on June 18, 2007 and June 28, 2007, respectively, and as is more particularly described in Exhibit A attached hereto and incorporated herein as if fully set forth, be, and are hereby, vacated and abandoned.

DATED this 6th day of March, 2025.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 6th day of March, 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

EXHIBIT "A"

1. Legal Description Document Number 20070031506

The following is a centerline description of a 50.00 foot wide sewer line easement having 25.00 feet on each side of the described centerline, the sidelines of which shall be extended or trimmed back as necessary to eliminate any and all overlaps and/or gaps at the beginning, end, and along its entire outer boundary with itself and/or other identified boundaries.

Beginning at a point on the easterly line of Coronado Ridge Subdivision – Phase 3, said point lies North 00°06'34" West 2641.73 feet along the center section line to the center quarter corner, South 89°57'28" West 2504.67 feet along the center section line, and North 00°00'00" West 506.64 feet from the south quarter corner of Section 31, Township 41 South, Range 13 West of the Salt Lake Base and Meridian and running thence, leaving said easterly line South 38°32'46" East 391.90 feet to the point of curvature of a 200.00 foot radius curve concave southwesterly; thence southeasterly 41.65 feet along the arc of said curve through a central angle of 11°56'00" to the point of tangency; thence South 26°36'46" East 46.93 feet; thence North 63°22'32" East 547.02 feet to the point of curvature of a 334.79 foot radius curve concave southerly; thence easterly 207.89 feet along the arc of said curve through a central angle of 35°34'41" to the point of tangency; thence South 81°03'29" East 922.88 feet to the point of curvature of a 335.00 foot radius curve concave northerly; thence easterly 76.19 feet along the arc of said curve through a central angle of 13°01'50" to the point of tangency; thence North 85°54'41" East 552.09 feet to the point of curvature of a 335.00 foot radius curve concave southerly; thence easterly 24.39 feet along the arc of said curve through a central angle of 04°10'16" to the point of tangency; thence South 89°55'02" East 235.07 feet; thence South 00°04'58" West 114.76 feet to the point of curvature of a 510.00 foot radius curve concave westerly; thence southerly 352.96 feet along the arc of said curve through a central angle of 39°39'12" to the point of reverse curvature of a 510.00 foot radius curve concave easterly; thence southerly 727.065 feet along the arc of said curve through a central angle of 81°40'55" to the point of reverse curvature of a 510.00 foot radius curve concave southwesterly; thence southeasterly 262.49 feet along the arc of said curve through a central angle of 29°29'23" to the point of tangency; thence South 12°27'22" East 35.00 feet to the point of termination.

2. Legal Description Document Number 20070033594

The following is a perimeter description of a 30.00 foot wide right-of-way for Hurricane City for the purpose of obtaining a permit for the installation of a proposed sewer line. The description is such that the entire sewer line will be located within its perimeter and the future developments has room to make adjustments to its proposed alignment if necessary while keeping said 30.00 foot wide right-of-way within the future 50.00 or 60.00 foot wide dedicated right-of-ways.

Beginning at a point on the easterly line of Coronado Ridge Subdivision – Phase 1, said point lies North 00°06'34" West 2641.73 feet along the center section line to the center quarter corner, South 89°57'28" West 2668.27 feet along the center section line, and North 00°00'00" West 696.06 feet from the south quarter corner of Section 31, Township 41 South, Range 13 West of the Salt Lake Base and Meridian and running thence coincident with said easterly line North 51°27'14" East 30.00 feet; thence leaving said easterly line South 38°32'46" East 641.90 feet to the point of curvature of a 220.00 feet foot radius curve concave southwesterly; thence southeasterly 45.82 feet along the arc of said curve through a central angle of 11°56'00" to the point of tangency; thence South 26°36'46" East 26.92 feet;

thence North 63°22'32" East 527.02 feet to the point of curvature of a 354.79 feet foot radius curve concave southerly; thence easterly 220.31 feet along the arc of said curve through a central angle of 35°34'41" to the point of tangency; thence South 81°03'29" East 922.88 feet to the point of curvature of a 315.00 feet foot radius curve concave northerly; thence easterly 71.64 feet along the arc of said curve through a central angle of 13°01'50" to the point of tangency; thence North 85°54'41" East 552.09 feet to the point of curvature of a 355.00 feet foot radius curve concave southerly; thence easterly 25.84 feet along the arc of said curve through a central angle of 04°10'16" to the point of tangency; thence South 89°55'02" East 245.07 feet; thence South 00°04'58" West 134.76 feet to the point of curvature of a 520.00 feet foot radius curve concave westerly; thence southerly 359.88 feet along the arc of said curve through a central angle of 39°39'12" to the point of reverse curvature of a 500.00 feet foot radius curve concave easterly; thence southerly 712.81 feet along the arc of said curve through a central angle of 81°40'55" to the point of reverse curvature of a 520.00 feet foot radius curve concave southwesterly; thence southeasterly 267.64 feet along the arc of said curve through a central angle of 29°29'23" to the point of tangency; thence South 12°27'22" East 30.00 feet; thence South 77°32'38" West 30.00 feet; thence North 12°27'22" West 30.00 feet to the point of curvature of a 490.00 feet foot radius curve concave southwesterly; thence northwesterly 252.20 feet along the arc of said curve through a central angle of 29°29'23" to the point of reverse curvature of a 530.00 feet foot radius curve concave easterly; thence northerly 755.58 feet along the arc of said curve through a central angle of 81°40'55" to the point of reverse curvature of a 490.00 feet foot radius curve concave westerly; thence northerly 339.12 feet along the arc of said curve through a central angle of 39°39'12" to the point of tangency; thence North 00°04'58" East 104.76 feet; thence North 89°55'02" West 215.07 feet to the point of curvature of a 325.00 feet foot radius curve concave southerly; thence westerly 23.66 feet along the arc of said curve through a central angle of 04°10'16" to the point of tangency; thence South 85°54'41" West 552.09 feet to the point of curvature of a 345.00 feet foot radius curve concave northerly; thence westerly 78.46 feet along the arc of said curve through a central angle of 13°01'50" to the point of tangency; thence North 81°03'29" West 922.88 feet to the point of curvature of a 324.79 feet foot radius non tangent curve concave south, the radius point of which bears South 08°57'13" Westerly; thence westerly 201.68 feet along the arc of said curve through a central angle of 35°34'41" to the point of tangency; thence South 63°22'32" West 557.02 feet; thence North 26°36'46" West 56.93 feet to the point of curvature of a 190.00 feet foot radius curve concave southwesterly; thence northwesterly 39.57 feet along the arc of said curve through a central angle of 11°56'00" to the point of tangency; thence North 38°32'46" West 641.90 feet to a point on said easterly line and the point of beginning. Contains 3.290 acres.



STAFF COMMENTS

Item: Consideration of a possible approval of a Zone Change Amendment request located at 952 S 920 W from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre. Parcel number H-NTW-2

Discussion: Summary

The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.86 acres located on the west side of 920 W and south of 900 S. The applicant has stated that their purpose is to facilitate a lot split to build an additional home, although the RA-0.5 zoning could allow up to three homes on this property. The Planning Commission unanimously recommended approval of the zone change as presented.

Property Details

Lot size: 1.86 AC

Parcel: H-NTW-2

Address: 952 S 920 W

Existing building: 1 single-family residence and one accessory building

Zoning: Residential-agricultural 1

General Plan: Rural Residential

2/27/2025 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 and Public Works brought up the need for widening and improvements along 920 W, a master-planned minor collector. The Planning Commission discussed this concern briefly, however, coordination on road improvements will need to be resolved at the amended final plat stage and the Planning Commission ultimately recommended approval unanimously.

- Fred Resch III, City Planner

Findings:

Recommendation:



Application

Application Accepted Date: 02/13/2025		Valuation		\$	0.00
Type of Improvement: Zone Change Application		PERMIT FEES			
Description:		Planning Fee		\$	500.00
Tenant / Project Name: Christine Stratton Living Trust		Planning Fee		\$	500.00
Bldg. Address: 952 S 920 W		Sub Total:		\$	500.00
City: Hurricane City State: UT Zip: 84737		Permit Total:		\$	500.00
Subdivision: 920 W. Subdivision Phase: 1		Amount Paid:		\$	500.00
Block: Lot #: 2 Parcel ID #: H-NTW-2		Remaining Due:		\$	0.00
Zone: RA-1					
Property Owner: Christine Stratton					
Permit Contact: Nicholotte Parker P:(435) 619-9741					
Email: northrocktechnology@gmail.com					
CONTACT INFORMATION					
Email: northrocktechnology@gmail.com		P: (435) 619-9741			
General Contractor: Christine Stratton					
License #: 63885290		P: (435) 619-6609			
City: State: Zip:					
Email: jstratton@yahoo.com					
APPLICATION DETAILS		APPROVALS		DATE	INFO
DRAFT		Setbacks		Front:	Rear:
		Min.			
		Actual:			
		APPLICATION NUMBER: PLANZC25-05			
		This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.			
		Applicant Name: Nicholotte Parker			
		Signature of Applicant/Authorized Agent or Owner: Date:			
		Application Approved By:		Date:	
		Application Issued By:		Date:	
		Receipt #: 8.186578-02/13/25			

NARRATIVE

THE PURPOSE OF THIS ZONE CHANGE IS TO ADJUST THE ZONING TO ACCOMMODATE AN UPCOMING PROPOSAL FOR A LOT SPLIT AND PARTIAL AMENDED PLAT FOR THE BELOW DESCRIBED TRACT OF LAND. A PRELIMINARY FIELD SURVEY HAS BEEN PERFORMED, AND TWO BOUNDARY CORNERS HAVE BEEN ACCEPTED AND THE REMAINING CORNERS TO BE SET AND FILING OF SAID SURVEY IS PENDING ON ACCEPTANCE OF THE CITY OF HURRICANE.

ALL OF LOT 2 OF THE 920 WEST SUBDIVISION AMENDED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $00^{\circ}11'35''$ EAST ALONG THE SECTION LINE A DISTANCE OF 58.74 FEET, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 5, HURRICANE FIELD SURVEY, THENCE SOUTH $89^{\circ}43'43''$ EAST ALONG THE NORTH LINE OF SAID LOT 13 & 14 A DISTANCE OF 988.01 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 5, HURRICANE FIELD SURVEY; THENCE SOUTH $00^{\circ}15'37''$ WEST 263.08 FEET TO THE NORTHWEST CORNER OF LOT 2 OF 920 WEST SUBDIVISION 2ND AMENDED AND THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}51'22''$ EAST 316.89 FEET; THENCE SOUTH $00^{\circ}14'58''$ WEST 255.83 FEET; THENCE NORTH $89^{\circ}51'09''$ WEST 316.94 FEET; THENCE NORTH $00^{\circ}15'37''$ EAST 255.81 FEET TO THE POINT OF BEGINNING.



STAFF COMMENTS

Agenda Date:	03/06/2025 – City Council
Application Number:	ZC25-05
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Christine Stratton
Agent:	Nichollette Parker
Request:	Zone Change from RA-1 to RA-0.5
Location:	952 S 920 W
Zoning:	RA-1
General Plan Map:	Rural Residential
Recommendation:	Approval
Report Prepared by:	Fred Resch III

Discussion:

The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.86 acres located on the west side of 920 W and north of 900 S. The applicant has stated that their purpose is to facilitate a lot split to build an additional home, although the RA-0.5 zoning could allow up to three homes on this property. A public hearing was held at the February 27, 2025 Planning Commission meeting regarding the proposed zone change and no public comments were received. The Planning Commission unanimously recommended approval of the zone change.

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



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

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

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

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

Analysis:

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

Response: The General Plan Map shows this area as Rural Residential, which is defined as,
*“A transition from agricultural to traditional neighborhoods or commercial uses.
Appropriate densities for this land use include from one unit/40 acres to RA-.5 and RA-1.”*

This is in the area where the General Plan was recently revised to change the designation to Rural Residential. The proposed zoning complies with the General Plan for the area.

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

Response: The proposed zone change will allow for single-family homes to be built on larger lots. This zoning is largely harmonious with the surrounding zoning and development.

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

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

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

Response: See JUC comments below. There are no concerns with the adequacy of public facilities to serve one additional home. Engineering's concern about road improvements can easily be addressed with any future subdivision application.

Other Considerations

JUC Comments:

The following comments will need to be addressed

1. **Public Works:** Dedication of property on 920 W. Improvements on 920 W.
2. **Power:** Must submit a power service application. Primary power will be installed across the 920 W roadway at customer expense. All upgrades deemed necessary will be at the customer's expense.
3. **Sewer:** No comments
4. **Streets:** Okay with zone change.
5. **Water:** Okay
6. **Engineering:** The zone change is consistent with the general plan (rural residential). The zone change is harmonious with the character of the existing development. Effects to adjacent property should be indiscernible. The adequacy of public facilities could be debated. Strangely the subject property is part of an existing subdivision, and it has an existing home on it, but 920

W doesn't have curb, gutter, and sidewalk along the subject property and the street width is one-foot below our standard cross section. Typically, road improvements (i.e. curb, gutter, and sidewalk) and dedications are required of a subdivision or a building permit (see HCC 10-39-11(A) and HCC 10-7-13(E)). The applicant will likely pursue a lot split if the zone change is granted. If so, they should file a final plat amendment application for "920 West Subdivision 3rd Amendment".

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

Staff Comments:

1. 920 W is a master planned minor collector and additional improvements along that roadway may be required as part of a future subdivision application.
2. Since this is located in a platted subdivision, an amended final plat application will be required in order to split this lot.

Findings:

Staff makes the following findings:

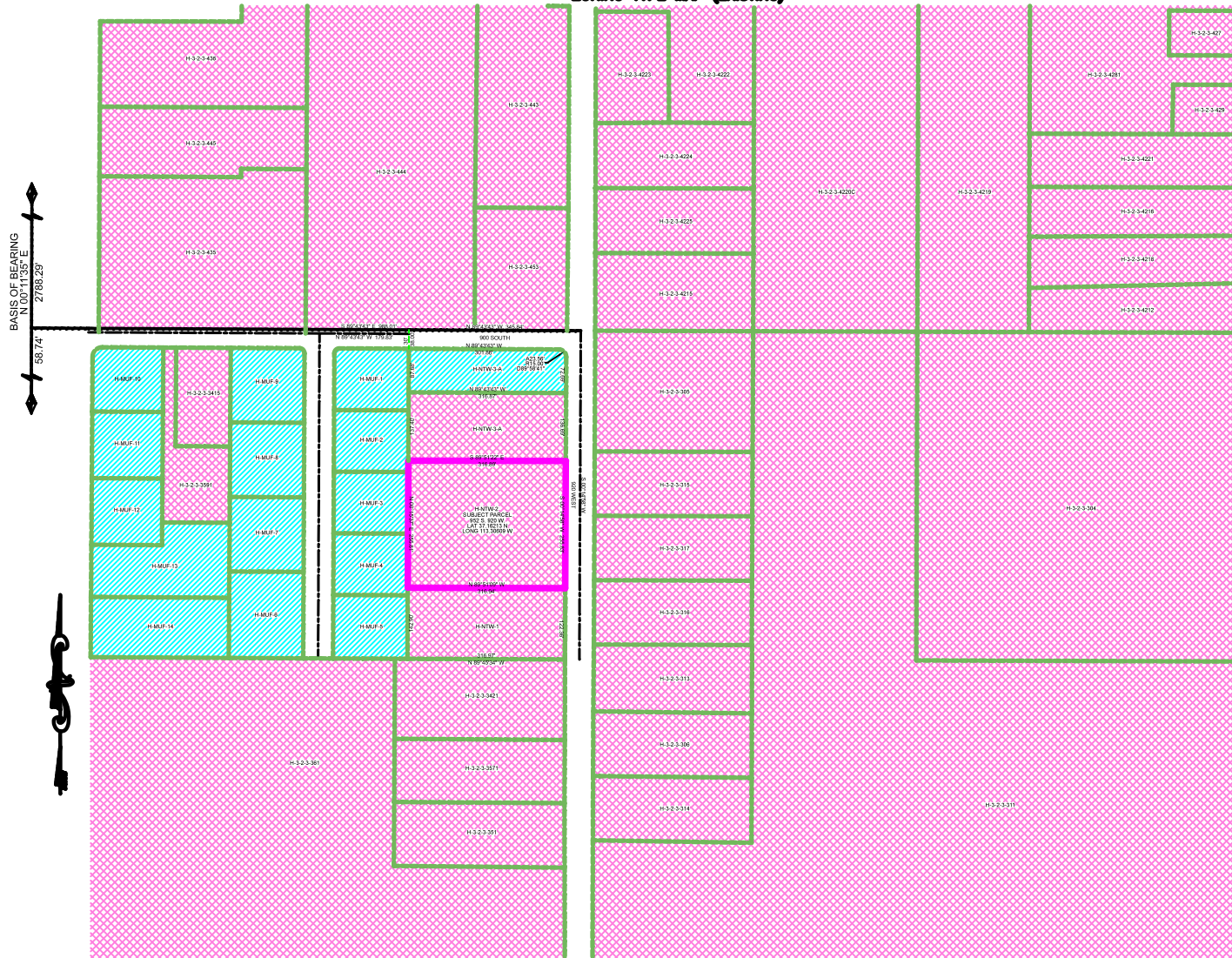
1. The application meets the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is large lot single family homes.
3. The proposed amendment will not adversely impact the area, since it is within the parameters and recommendations of the General Plan.
4. Services are anticipated to be adequate to serve the area and proposed project.

Recommendation: The City Council reviews this application based on standards within the Hurricane City Code, and consider any comments received at the public hearing. Staff recommends approval subject to staff and JUC comments.

ZONE CHANGE CHRISTINE STRATTON 952 S. 920 W.

Located in SW 1/4 Section 3, Township 42 South, Range 13 West, S. L. B. & M.
Hurricane, Utah

ZONING TYPE MAP (EXISTING)



HURRICANE VICINITY MAP



VICINITY MAP IS NOT TO SCALE

ZONE CHANGE BOUNDARY DESCRIPTION

ALL OF LOT 2 OF THE 920 WEST SUBDIVISION AMENDED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°11'35" EAST ALONG THE SECTION LINE A DISTANCE OF 58.74 FEET, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 5, HURRICANE FIELD SURVEY; THENCE SOUTH 89°43'43" EAST ALONG THE NORTH LINE OF SAID LOT 13 & 14 A DISTANCE OF 988.01 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 5, HURRICANE FIELD SURVEY; THENCE SOUTH 00°15'37" WEST 263.08 FEET TO THE NORTHWEST CORNER OF LOT 2 OF 920 WEST SUBDIVISION 2ND AMENDED AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'22" EAST 316.89 FEET; THENCE SOUTH 00°14'58" WEST 255.83 FEET; THENCE NORTH 89°51'09" WEST 316.94 FEET; THENCE NORTH 00°15'37" EAST 255.81 FEET TO THE POINT OF BEGINNING.

ZONING TYPE LEGEND (EXISTING)

- RA-1: RESIDENTIAL AGRICULTURAL
1 UNIT PER ACRE
- RA-0.5: RESIDENTIAL AGRICULTURAL
2 UNITS PER ACRE

PAGE 2 OF 3

CLIENT: CHRISTINE STRATTON

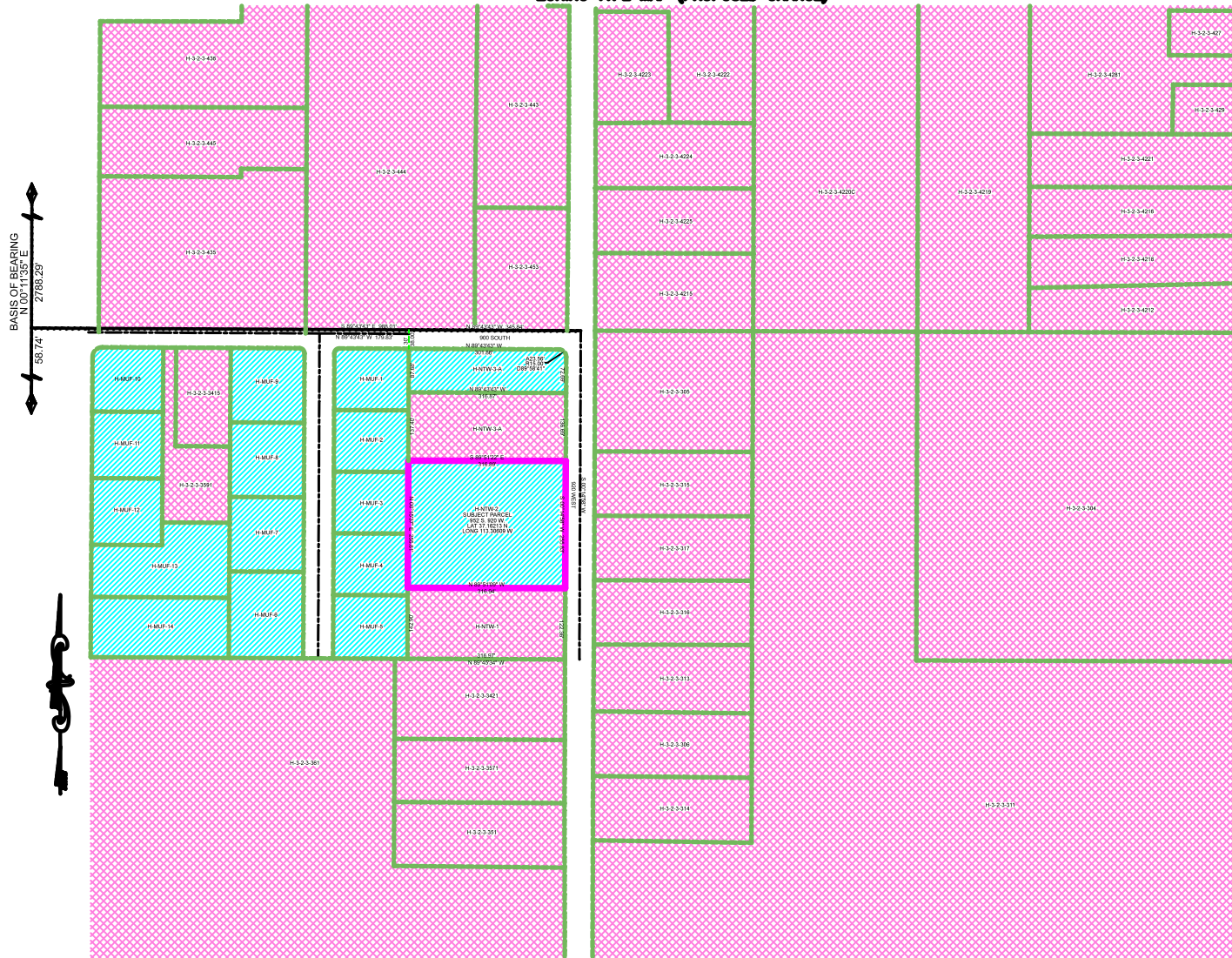
**NORTHROCK
TECHNOLOGY LLC**
55 SOUTH 300 WEST
HURRICANE, UT 84737
435-619-9741



ZONE CHANGE CHRISTINE STRATTON 952 S. 920 W.

Located in SW 1/4 Section 3, Township 42 South, Range 13 West, S. L. B. & M.
Hurricane, Utah

ZONING TYPE MAP (PROPOSED CHANGE)



HURRICANE VICINITY MAP



ZONE CHANGE BOUNDARY DESCRIPTION

ALL OF LOT 2 OF THE 920 WEST SUBDIVISION AMENDED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°11'35" EAST ALONG THE SECTION LINE A DISTANCE OF 58.74 FEET, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 5, HURRICANE FIELD SURVEY; THENCE SOUTH 89°43'43" EAST ALONG THE NORTH LINE OF SAID LOT 13 & 14 A DISTANCE OF 988.01 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 5, HURRICANE FIELD SURVEY; THENCE SOUTH 00°15'37" WEST 263.08 FEET TO THE NORTHWEST CORNER OF LOT 2 OF 920 WEST SUBDIVISION 2ND AMENDED AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'22" EAST 316.89 FEET; THENCE SOUTH 00°14'58" WEST 255.83 FEET; THENCE NORTH 89°51'09" WEST 316.94 FEET; THENCE NORTH 00°15'37" EAST 255.81 FEET TO THE POINT OF BEGINNING.

ZONING TYPE LEGEND (EXISTING)

- RA-1: RESIDENTIAL AGRICULTURAL
1 UNIT PER ACRE
- RA-0.5: RESIDENTIAL AGRICULTURAL
2 UNITS PER ACRE

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CLIENT: CHRISTINE STRATTON

**NORTHROCK
TECHNOLOGY LLC**
55 SOUTH 300 WEST
HURRICANE, UT 84737
435-619-9741



ORDINANCE NO ZC25-05

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on this 6th day of March 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 6th day of March 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