HURRICANE CITY
UTAH

Mayor Nanette Billings

City Manager Kaden DeMille

City Council

David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

Hurricane City Council Meeting
Agenda

April 17, 2025
3:30 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.

3:30 Joint Work Meeting with Planning Commissioners

1. Discussion with Washington County Water Conservancy District regarding Ultra Water Efficient Development Proposal

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

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 Ordinance **2025-04 Approving a Power Impact Fee Facilities Plan, a Power Impact Fee Analysis, and an Impact Fee** for Power on Development

NEW BUSINESS

1. Consideration and possible approval of a **design and engineering contract** for the downtown pickleball courts - Darren Barney
2. Discussion and possible direction to the staff for the City Civic Center zoning and determine questions for the survey
3. Consideration and possible approval of **Ordinance 2025-07 amending Title 10 Chapter 28** regarding development standards in rockfall zones; LUCA25-02; Hurricane City, Applicant.
4. Consideration and possible approval of contract award for the Dixie Springs Well, Pump Station Project, and the Dixie Springs Well Pump Materials Supply.
5. Mayor, Council, and staff reports
6. Continued **training** for municipal officials
7. 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

WASHINGTON COUNTY
WATER
CONSERVANCY
DISTRICT

DRAFT
Mar 26, 2025

Ultra Water Efficient (UWE) Development Standard

Doug Bennett | Conservation Manager

Objectives

- Encourage new single-family homes that use 33% less water than the current standard
- Voluntary program, no new code
- Adaptable to varying lot sizes
- Reduced regional water impact fees
- Avoid necessity of secondary water systems

Ensuring Performance

- Community association must integrate UWE requirements into governing documents
- Agreement between the district and association will prescribe how to address violations
- Water use over 8,000 gallons per month subject to surcharge

Indoor Measures

- WaterSense fixtures required
- Hot water management system required
- Encourage salt-free water conditioners (to reduce demand and protect reuse water quality)

Landscape

- No residential lawns
- 2,000 square feet of drip-irrigated plants per home
- Irrigated areas must be contiguous to the exterior wall of the home

Pools, Spas & Water Features

- No private swimming pools
- Freestanding spas up to 100 SF with a permanent cover allowed
- Ornamental water features up to 25 square feet are allowed

Active Recreation Areas

- 15 homes required to establish a minimum 1,500 square foot communal lawn area. 100 square feet of lawn added per home
- For each square foot of lawn, one square foot of drip irrigated plants is allowed
- A municipality may develop a public park without restriction to scale

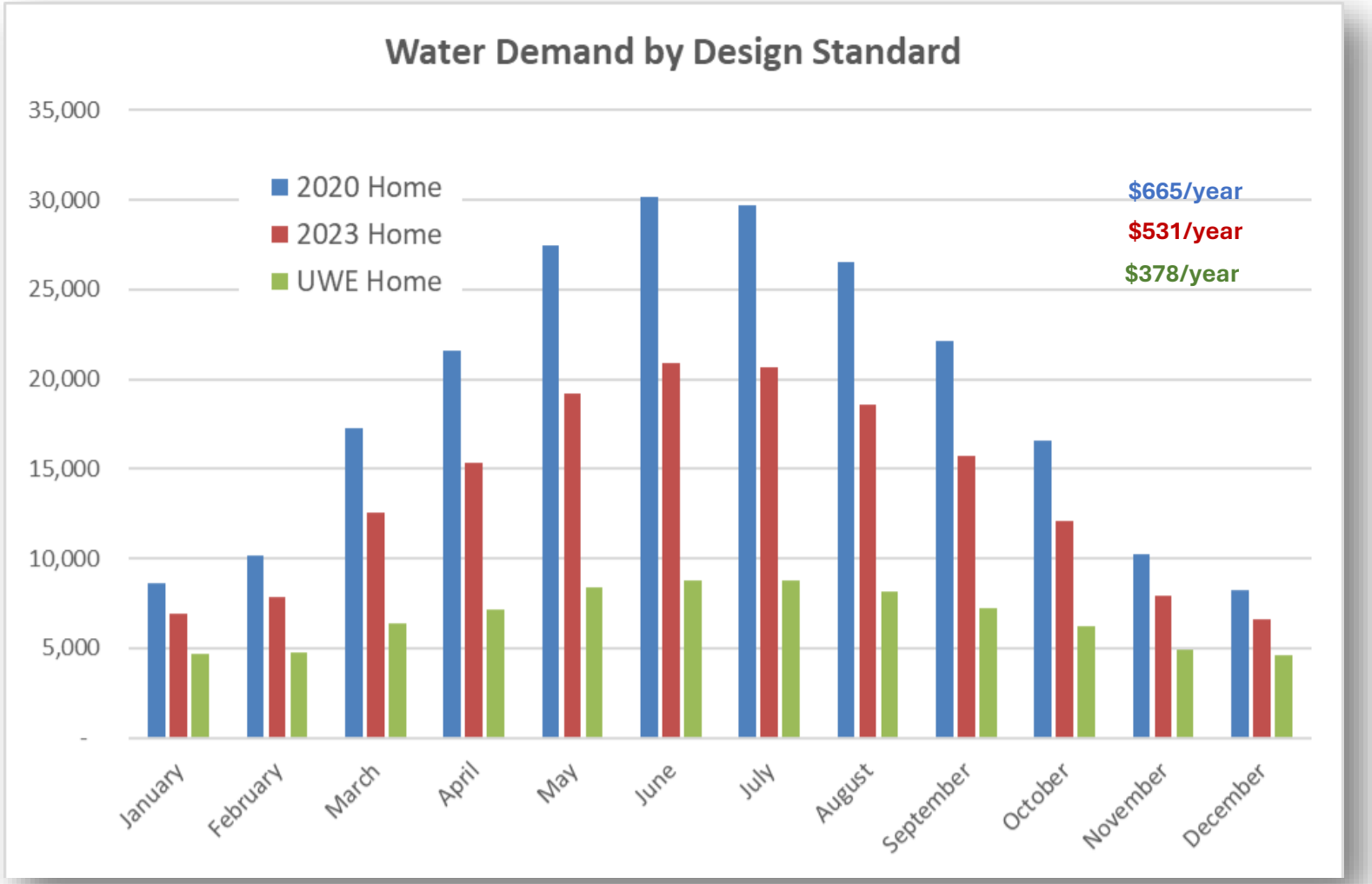
Community Water Play

- Where 15 or more homes are enrolled, 600 square feet of common pool, spa or splashpad may be installed
- For each additional home, 10 additional square feet of water surface may be added
- No single pool may be larger than an Olympic swimming pool (13,500 sf)
- Water play areas must be separately metered

Ornamental Common Areas

Common area irrigated landscaping required by the jurisdiction will be drip irrigated, low and moderate water use landscape plantings.

Performance Estimates



Metered water use is projected at 96,000 gallons annually.

That's one-third less water than typical new homes and less than half as much as homes built five years ago.


Rendering
Questions?
WASHINGTON COUNTY
WATER
CONSERVANCY
DISTRICT

RESULTS

WASHINGTON COUNTY
WATER
CONSERVANCY
DISTRICT

Water Shortage Contingency Plan Stakeholder Survey

There are Five Drought Stages

STAGE	STAGE 0	STAGE 1	STAGE 2	STAGE 3	STAGE 4
CONDITION	NORMAL	DRY	PROLONGED DROUGHT	ESCALATED DROUGHT	EXTREME DROUGHT
DESCRIPTOR	CONSERVE	CAUTION	CONCERN	ALARM	CRISIS

How are drought stages determined?

A scientific model looks at supply
and demand variables

Supply- precipitation, stream flows, reservoir storage, soil moisture

Demand – weather conditions, customer water demand, population growth

Stage 1 – Caution

- Water demand exceeds rate of replenishment.
- Actions attempt to equalize demand with sustainable supplies.
- Emphasis on voluntary actions and messaging.

Stage 2 – Concern

- Water supply is diminished and meteorological conditions failed to replenish supply.
- Stage 2 occurs if the actions of Stage 1 were inadequate, and/or precipitation was abnormally low over an extended time.
- In this Stage, mandatory measures intend to sustain water in storage.

Stage 3 – Alarm

- Supply has deteriorated and is approaching critical levels. Low reservoir levels may impact operation of drinking water treatment plants.
- The system cannot sustain all demands and prioritization of uses is required.
- Non-essential uses must be curtailed through mandatory action.
- Non-essential new demands must be modified, deferred or prohibited.

Stage 4 - Crisis

- Emergency declaration requested.
- Storage depleted.
- Some infrastructure unable to function, leaving stranded supply in reservoirs.
- Non-essential water use fully terminated.
- Health and sanitation highest priority.
- Rationing occurs.

The model was tested across 56 years of history

Over the past 30 years:

- Stage 0 – 62%
- Stage 1 – 29%
- Stage 2 – 9%
- Stage 3 – 0%
- Stage 4 – 0%

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	DROUGHT DECLARATION
1993	0	0	0	0	0	0	0	0	0	0	0	1	NO
1994	2	1	1	1	1	1	1	1	1	1	1	2	YES
1995	0	0	0	0	0	0	0	0	0	0	0	0	NO
1996	1	1	1	2	2	3	2	3	0	0	0	0	YES
1997	0	1	1	0	1	0	0	0	0	0	0	0	NO
1998	0	0	0	0	0	0	0	0	0	0	0	0	NO
1999	0	0	0	0	0	0	0	0	0	1	1	1	YES
2000	1	0	0	0	0	1	1	1	1	0	0	1	YES
2001	0	0	0	0	0	0	0	0	1	1	0	0	NO
2002	1	1	2	2	2	2	2	2	1	1	1	1	YES
2003	1	1	1	1	2	2	2	2	2	2	1	1	YES
2004	2	2	2	2	2	2	2	1	1	0	0	1	YES
2005	0	0	0	0	1	0	1	0	0	0	0	0	NO
2006	0	0	0	0	0	0	0	0	0	0	0	0	NO
2007	1	2	2	2	2	2	2	1	1	1	2	0	YES
2008	1	1	1	1	1	1	1	1	1	1	1	0	YES
2009	0	0	0	0	0	0	0	0	1	0	1	0	NO
2010	0	0	0	0	0	0	0	0	0	0	0	0	NO
2011	0	0	0	0	0	0	0	0	0	0	0	0	NO
2012	0	0	0	0	0	0	0	0	0	0	1	0	NO
2013	1	1	1	1	1	1	0	0	0	0	0	0	YES
2014	1	1	1	1	1	1	1	0	0	1	1	0	YES
2015	0	0	0	1	0	1	0	1	1	0	0	0	NO
2016	0	0	0	0	0	0	0	0	0	0	0	0	NO
2017	0	0	0	0	0	0	1	0	0	0	0	0	NO
2018	0	0	0	1	1	1	1	1	1	0	0	0	YES
2019	0	0	0	0	0	0	0	0	0	0	0	0	NO
2020	0	0	0	0	0	0	0	0	0	0	0	0	NO
2021	1	1	2	1	1	1	1	1	1	0	1	0	YES
2022	1	1	1	1	1	1	1	0	0	0	0	0	YES

NOTE: Drought stages may bridge from one year to the next

Varying Conditions Merit Different Measures

- Drought measures may be as simple as asking for greater vigilance, or as stringent as prohibiting certain practices.

- Community consensus around measures improves communication and performance.

Drought management has similar characteristics to fire hazard management, where conditions can change throughout a single year.

In a scenario where demand may outstrip supply, the most effective tools at our disposal are those for managing demand.

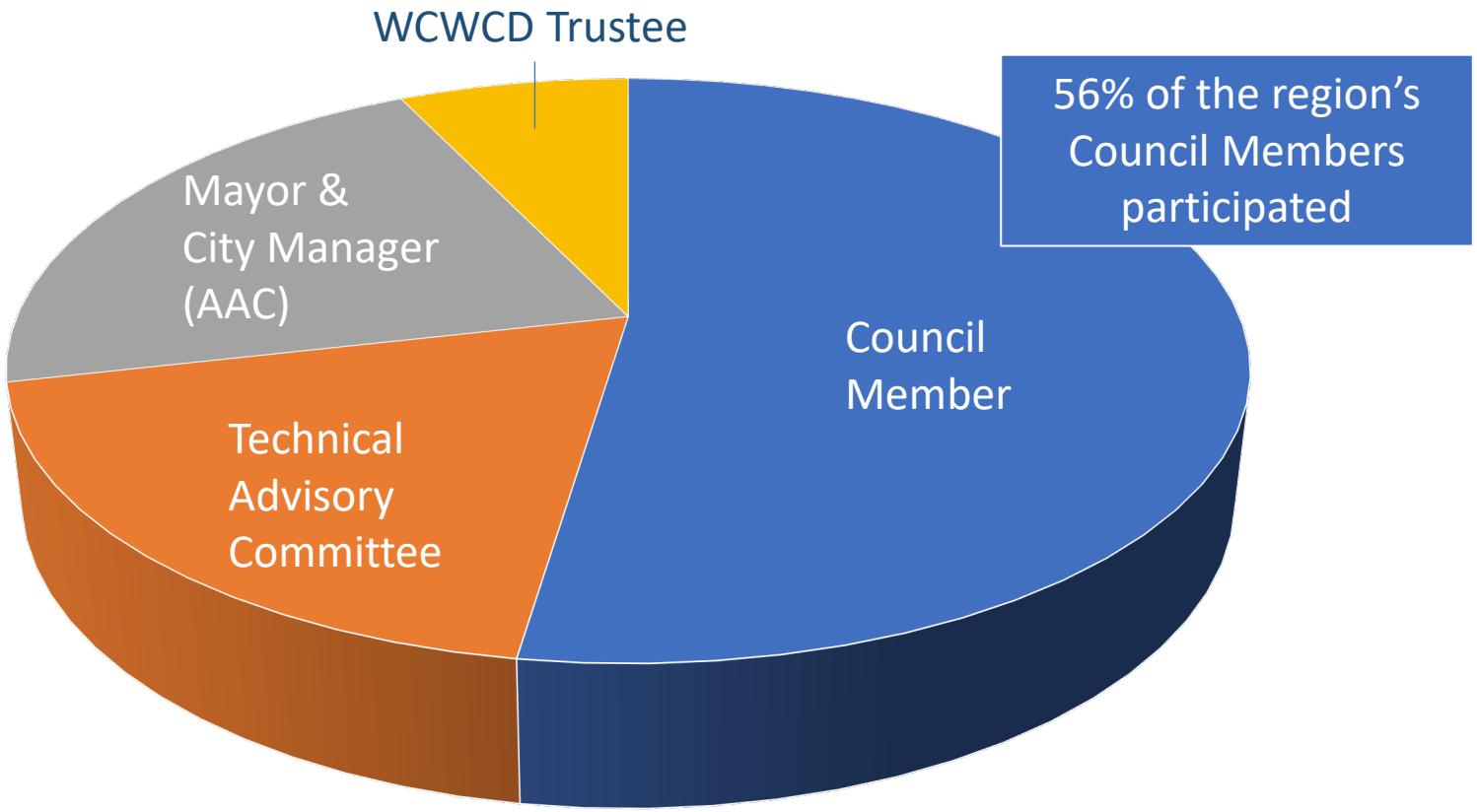
Who Declares Drought?

- Drought stages can be increased or decreased after 3 consecutive months of conditions.
- The RWSA Administrative Advisory Committee (AAC), which is comprised of mayors and city managers from each municipal customer, will make a recommendation.
- The Washington County Water Conservancy District Board of Trustees makes the final declaration.

About the Consensus Survey

- Input sought from city officials and technical professionals.
- Online survey instrument sent via email and available for five business days.
- Data will be used to advance decision-making at the district and municipal level.

Who responded?



N = 42

Section 1

Participants were asked in which stage of drought they would recommend initiating certain restrictions.

Average responses were rounded down.

What Stage of Drought?

Measure	Drought Committee Recommendation	Consensus Outcome (MEAN)	Suggested Strategy
Restrictions on watering frequency	1	2.2	Incremental approach
Increase incentives for lawn conversions	2	2.2	Incremental approach
Strengthen water rate penalties for high use	2	2.5	Incremental approach
Prohibit decorative water feature operation	2	2.5	Prohibition
Defer planting of new grass	2	2.6	Delay planting
Limit car washing frequency and/or methods	2	2.6	Reduce frequency by stage
Mandate reductions of golf course water use	2	2.7	Incremental approach
Prohibit use of mist systems	2	2.9	Exemption for safety of people and animals
Suspend issuing new swimming pool permits	2	2.9	Incremental approach
Limit building permits except critical facilities	3	3.3	Incremental approach
Allow only hand watering of plants	4	3.3	Handwatering or limited drip

What Stage of Drought?

	Drought stage to initiate
Allow only hand watering of plants	2.86
Limit building permits except critical facilities	2.81
Prohibit use of mist systems	2.62
Suspend issuing new swimming pool permits	2.62
Mandate reductions of golf course water use	2.62
Defer planting of new grass	2.48
Prohibit decorative water feature operation	2.43
Strengthen water rate penalties for high use	2.33
Increase incentives for lawn conversions	2.24
Limit car washing frequency and/or methods	2.24
Restrictions on watering frequency	2.24

As a group, city council members tended to support implementing measures at earlier stages.

Section 2

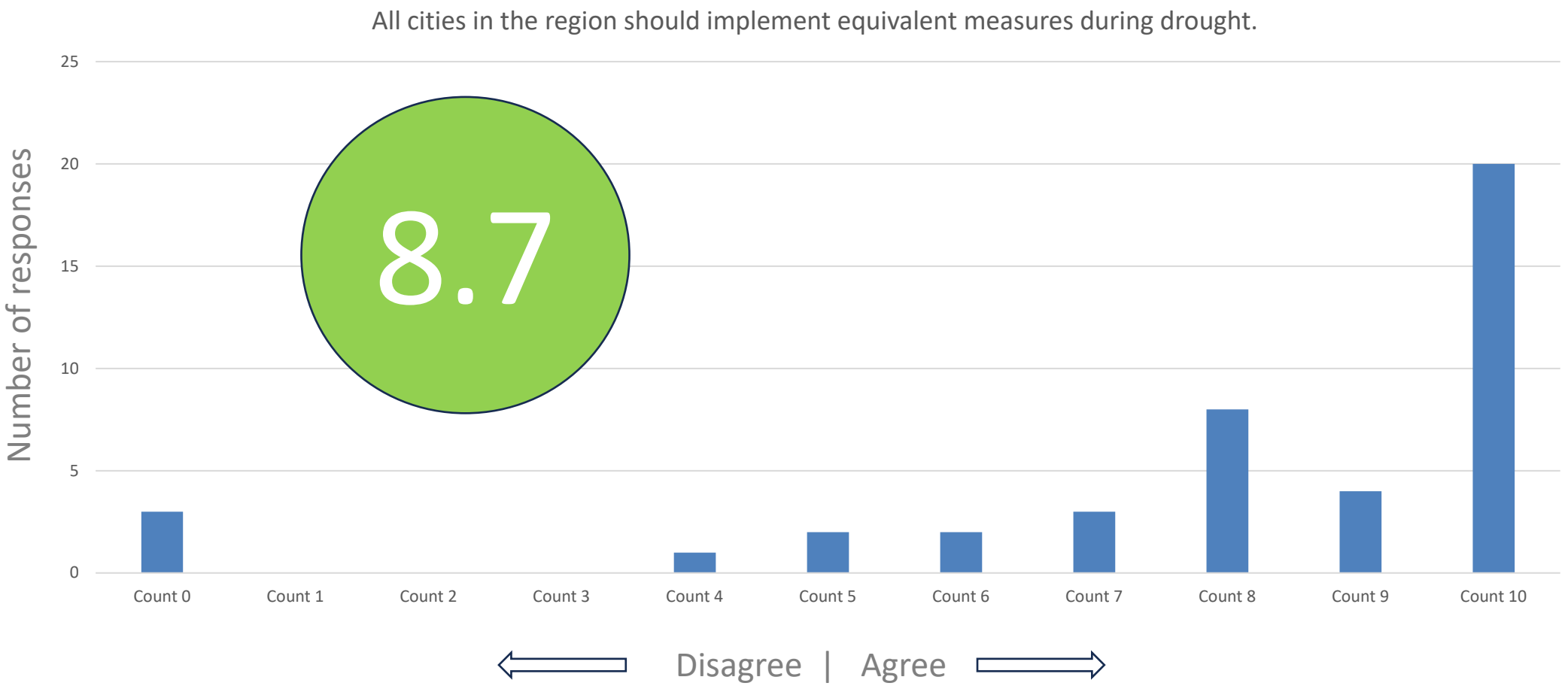
Participants were asked to mark their level of agreement with a statement.

Agreement = values over 5

Disagreement = values under 5

Representative comments selected to represent sentiment of respondents

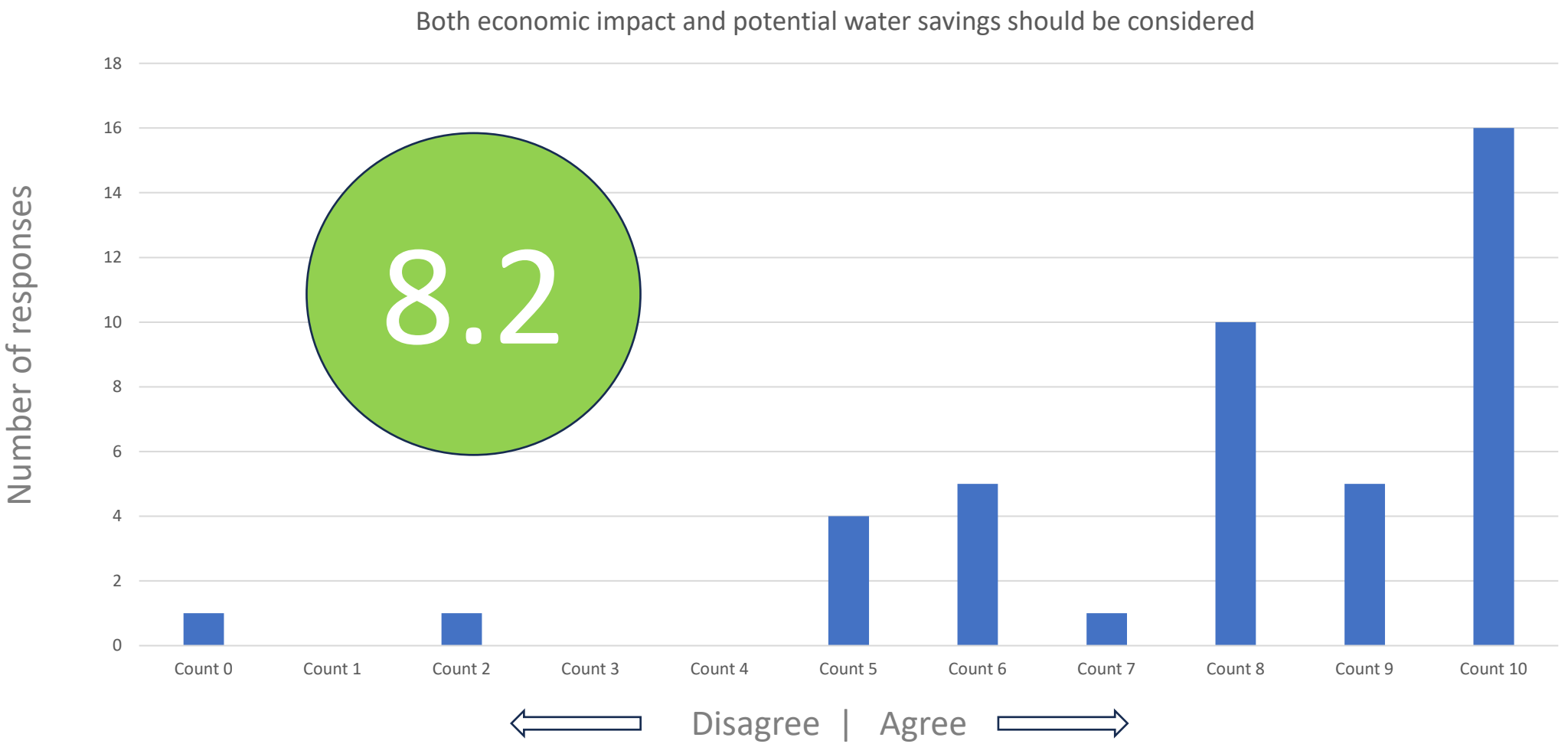
All Cities in the region should implement equivalent measures during drought



Prevailing sentiments

All Cities should implement equivalent measures during drought

Economic impact and potential water savings should be considered when choosing drought measures.



Prevailing sentiments

Economic impact and potential water savings should be considered when choosing drought measures.

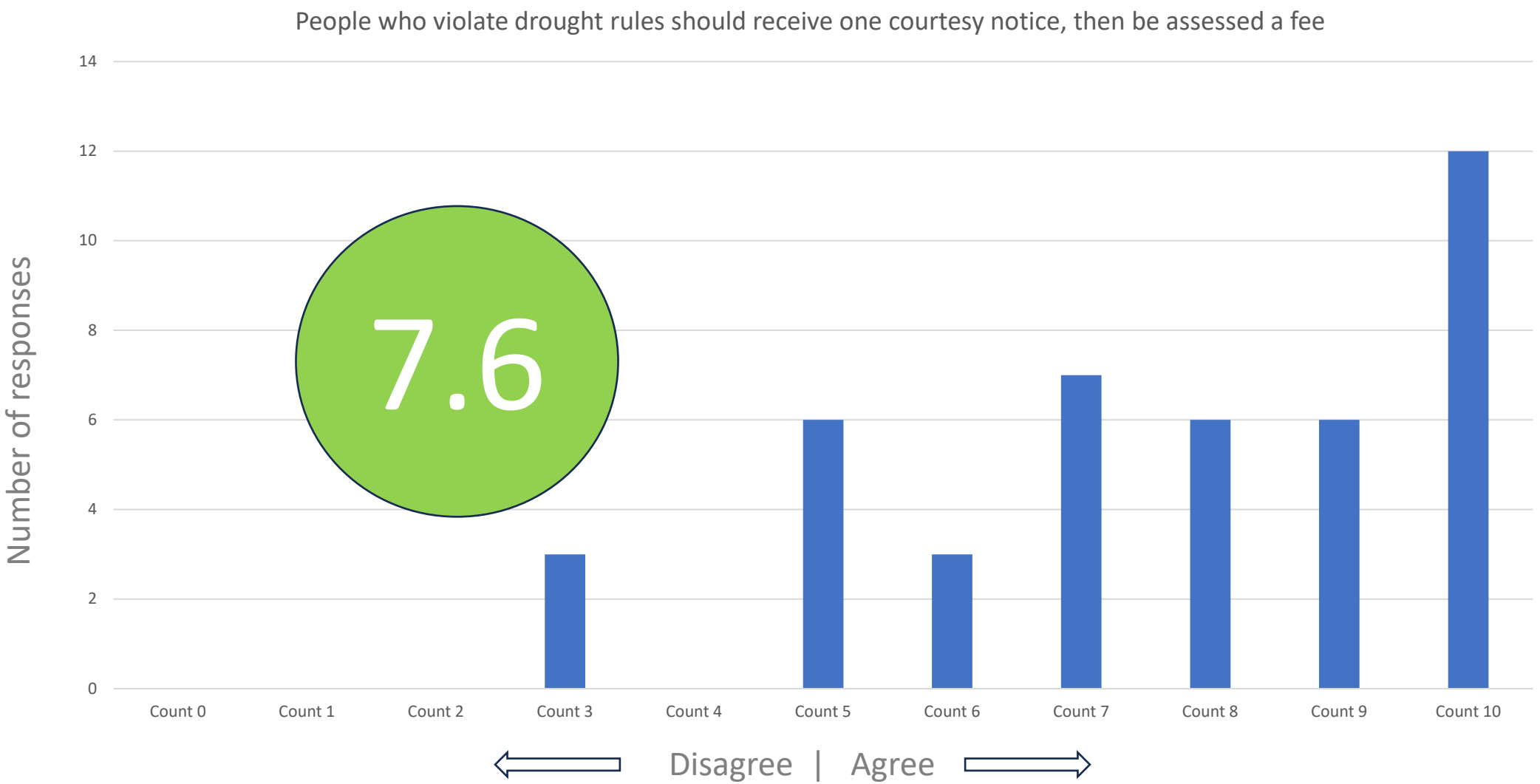
I agree with this until it gets to the last stage. At that point, economic impact should take a back seat.

Economic impact is important to keep our economy growing and people employed. Water needs trump that in an emergency, but we need to not forget the economic impact effects on people.

…concerns about economic impact must become less of a factor in taking drought mitigation actions in stage 2, and less again in stage 3, and less again in stage 4.

The economic impact should be weighed and considered, but also in conjunction with the broader economic impact of doing nothing.

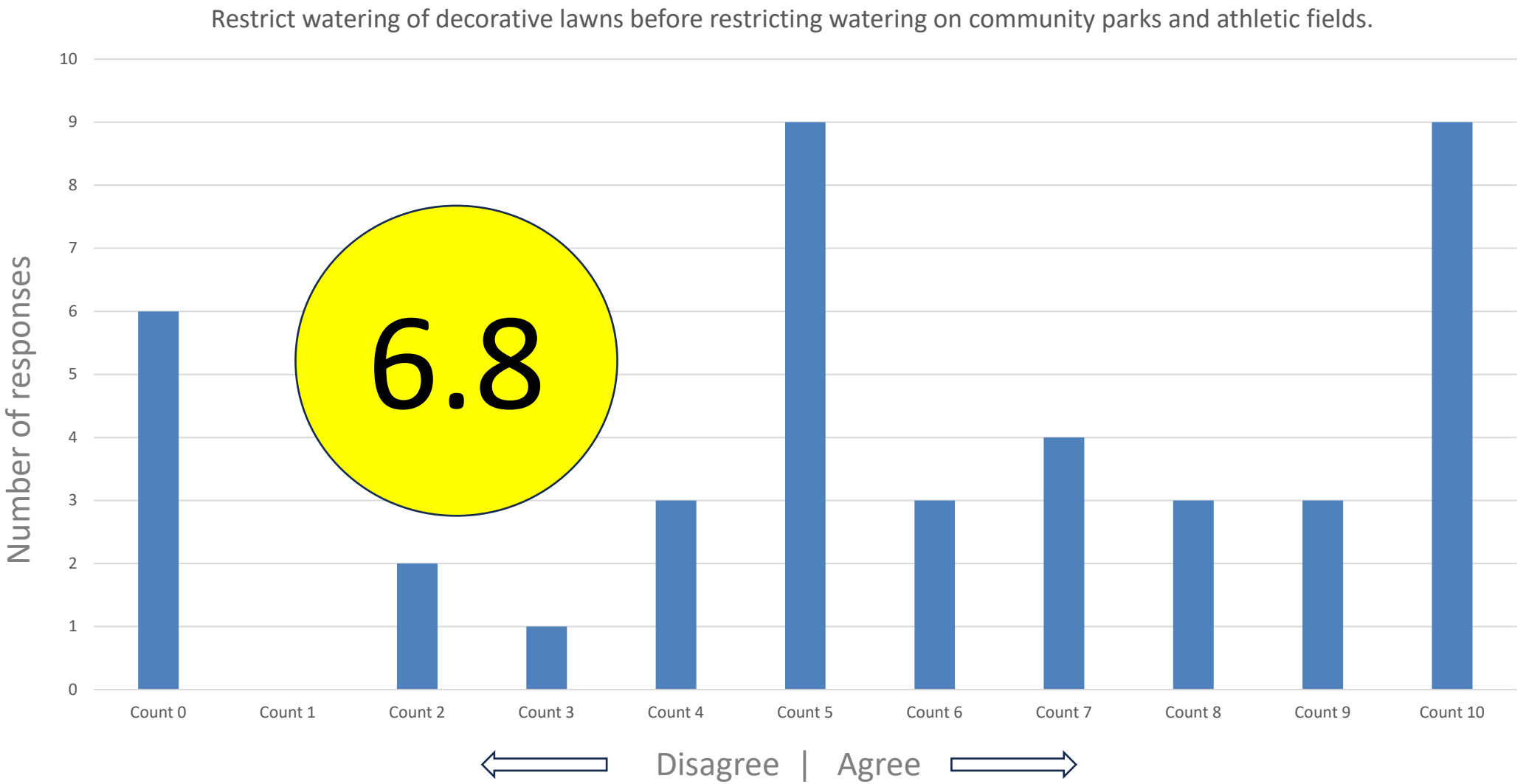
People who violate drought rules should receive one courtesy reminder and then be assessed a fee.



Prevailing sentiments

People who violate drought rules should receive one courtesy reminder and then be assessed a fee.

It is appropriate to restrict watering of decorative lawns before restricting watering on community parks and athletic fields.



Prevailing sentiments

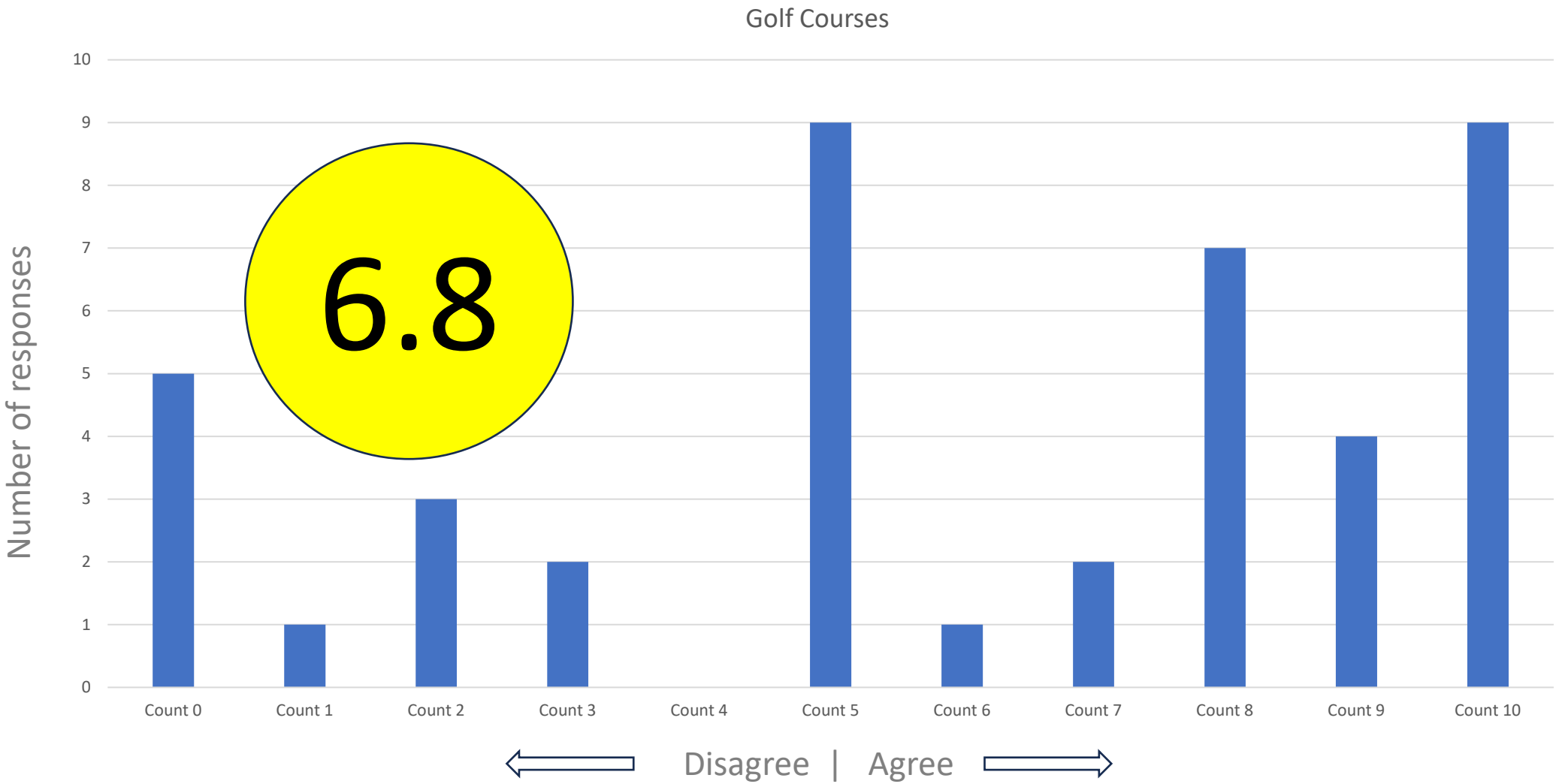
It is appropriate to restrict watering of decorative lawns before restricting watering on community parks and athletic fields.

I don't think citizens would like to see City facilities green, while their lawn is brown. While it makes sense, I don't think the optics would be good.

This may be a hard one to sell. I would hope people place more value in watering the parks and athletic fields.

Not exclusively. Cities should set the example in community parks where watering could be limited as they are not used for specific activities. Active athletic fields should continue to receive the water necessary to continue its purpose.

Golf courses should be allowed to make their own management decisions if they meet community water use reduction targets.



Prevailing sentiments

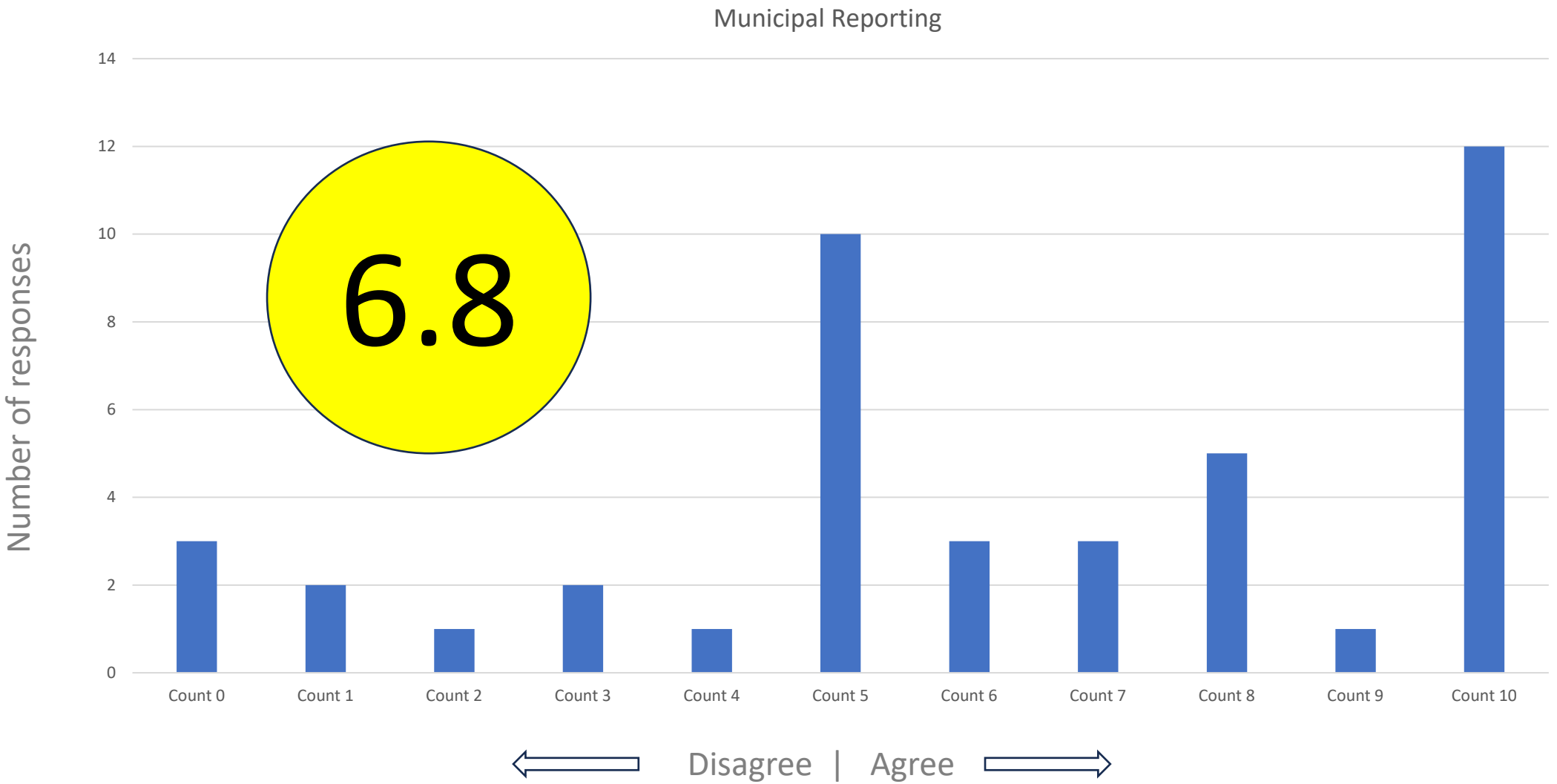
Golf courses should be allowed to make their own management decisions if they meet community water use reduction targets.

Grass is grass - we are either all in or not. We can't start having exceptions. What will they do when there is no water?

Golf course water use needs to be reduced before residential water use. Although that can have a negative economic impact, residents should not be required to limit their use before golf course water use is limited.

I believe there is more than one solution to any problem. Set the restrictions and allow them the leeway to decide how they are going to comply.

Municipalities should periodically report water use reductions of city facilities



Municipalities should periodically report water use reductions of city facilities.

Every month water data is shared. Is this not done already? Between state, county, and local requirements it becomes a full-time job just monitoring all the reports. More reporting is not needed.

…cities should set the example in water conservation. They should use the best technology to provide water efficiency. Reporting to the public in newsletters and communication with the citizens would go a long way set that example.

Conclusions

- Stakeholder consensus aligns well with most, but not all, proposed measures recommended by the technical committee.
- There is strong support for all cities to adopt a common plan.
- Golf course and public park policies lack clear consensus and merit more exploration.
- Measures with high economic impact were delayed until late stage drought by many respondents, but with understanding that if water use reductions aren’t achieved, economic impacts amplify.
- Sentiment on city reporting suggests value in communicating city efforts, but also desire to avoid creating new, mandatory reports.

Recommendations & Next Steps

- Where appropriate, the interagency drought committee will propose incremental measures that can begin in early drought stages before a complete prohibition.
- The interagency drought committee will meet with golf industry professionals to develop goal-oriented strategies.
- The district will assess public sentiment regarding prioritization of public and private lawn areas.

Doug Bennett
Conservation Manager, WCWCD
doug@wcwcd.gov

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-04 Approving a Power Impact Fee Facilities Plan, a Power Impact Fee Analysis, and an Impact Fee for Power on Development

Discussion: Hurricane City collaborated with LRB Public Finance Advisors and Intermountain Consumer Professional Engineers to conduct a new Impact Fee Analysis and develop an Impact Fee Facility Plan. The previous analysis was completed in 2018, when the City Council approved impact fees at 75% of the recommended rate. In November 2022, the Council adjusted the recovery rate to 100% of the 2018 calculation. The latest recommendation proposes a 132% increase in impact fees. The Power Board made a unanimous recommendation for approval of the Impact Fee Analysis & Capital Facilities Plan at their April 2, 2025 meeting. The motion did not include any change to the Impact Fee Analysis presented. A public hearing was held on March 20, 2025, with no public comments submitted. For a more detailed summary, refer to page 5 of the Impact Fee Analysis (IFA) document.

Findings:

Recommendation:

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH APPROVING AN IMPACT FEE FACILITIES PLAN, AN IMPACT FEE ANALYSIS, AND IMPACT FEE FOR POWER AND IMPOSING DEVELOPMENT IMPACT FEES FOR POWER

WHEREAS the City Council of Hurricane, Utah has by ordinance previously imposed impact fees in order to provide funding for public utilities and services needed to serve property and residents within the City of Hurricane; and

WHEREAS the City has undertaken a study for the purpose of preparing An Impact Fee Facilities Plan ("IFFP") and Impact Fee Analysis ("IFA") for power in accordance with the Utah Impact Fee Act contained in Utah law, which identify the demands placed upon existing facilities and services by new development activity and the proposed means by which the City will meet those demands; and

WHEREAS the City Council desires to give formal acceptance and approval of the IFFP and IFA; and

WHEREAS the City Council finds and determines that the IFFP and IFA establishes a need to impose impact fees on development activity in order to achieve an equitable allocation to the costs borne in the past and to be borne in the future; and

WHEREAS the City desires to assess and impose impact fees based upon IFFP and IFA and the analysis contained therein; and

WHEREAS a public hearing, after public notice as required by law, has been held by the Hurricane City Council on the 20th day of March, 2025 to take comments on the IFFP, IFA, and this proposed ordinance, a copy of which was made available at the Hurricane City Office and the Hurricane Branch of the Washington County Library for a period of 10 days prior to the public hearing;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah as follows:

1. The City of Hurricane hereby approves and adopts herewith the Impact Fee Facility Plan ("IFFP") prepared by Intermountain Consumer Professional Engineers, Inc. and the Impact Fee Analysis ("IFA") prepared and certified by LRB Public Finance Advisors.

2. Based upon the analysis set forth in the IFFP and IFA approved above, the City hereby adopts at a 100% recovery level the Proposed Fee set forth in Table 1.2 of the IFA.

3. The service area for this Power Impact Fee is identified in Figure 3.1 of the IFA.

4. The fees adopted herein are based upon growth in kilowatts ("kWs"). 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. A developer may submit a written request, supported by studies and data for a particular development, and request an adjustment, with the developer being responsible for all reasonable costs incurred by the City to analyze the request, including the cost to retain electrical engineers and financial analysts. Any 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 analysis within the IFFP and the IFA, together with the following formula, will generally guide the analysis of a requested adjustment: Estimated Diversified kW Usage * $1,054.68. The City is authorized to adjust the standard impact fee at the time the fee is charged to: (1) 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 and (2) Ensure that the impact fees are imposed fairly. Any adjustments to the standard impact fee shall be made by the City Council at a regularly scheduled meeting.

5. Pursuant to Hurricane City Code, Title 9, Chapter 6, a developer, including a school district or charter school, is allowed a credit against or proportionate reimbursement of an impact fee if the developer: (1) Dedicates land for a system improvement; (2) Builds and dedicates some or all of a system improvement; (3) Dedicates a public facility that the City and the developer agree will reduce the need for a system improvement; (4) Dedicates land for, improvement to, or new construction of, any system improvements by the developer if the facilities are system improvements or are dedicated to the public and offset the need for an identified system improvement.

BE IT FURTHER ORDAINED that this ordinance shall take effect 90 days from the date of adoption, as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Mayor Nanette Billings

ATTEST:

_____
Cindy Beteag, Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 3rd day of April, 2025. Whereupon a motion to

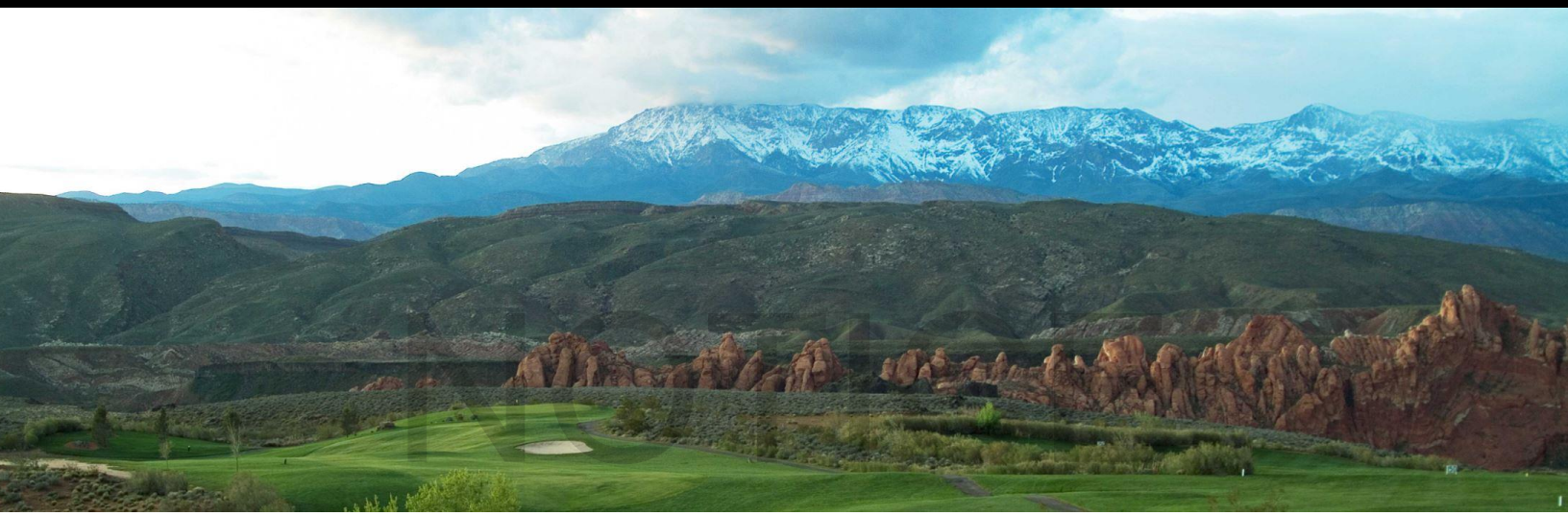
adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____

Cindy Beteag, Recorder

PUBLIC FINANCE ADVISORS



DRAFT

HURRICANE UTAH

IMPACT FEE ANALYSIS (IFA)

ELECTRICAL TRANSMISSION AND SUBSTATIONS

MARCH 2025

PREPARED BY:

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

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NOTICE

DRAFT

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

NOTICE
DRAFT

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

NOTICE
DRAFT

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 39,883 additional kilowatts (kWs) of demand will be generated within the current Service Area in the IFFP planning horizon. See **SECTION 3** for details regarding growth in kWs.
- **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 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.

NOTICE
DRAFT

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	28%	$3,758,111	39,883	$94.23
Future System Improvements	$49,006,901	79%	$38,621,695	39,883	$968.37
Financing	$0	79%	$0	39,883	$0.00
Professional Expense	$73,925	82%	$60,363	26,740	$2.26
Interest Credit	($406,000)	100%	($406,000)	39,883	($10.18)
TOTALS:	**$61,866,802**		**$42,034,169**		**$1,054.68**

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	$3,757	$1,622	132%
200	240	48	12.50%	6.00	95%	5.70	$6,012	$2,595	132%
400	240	96	12.85%	12.34	95%	11.72	$12,360	$5,190	138%
600	240	144	12.85%	18.50	95%	17.58	$18,540	$7,785	138%
Commercial (120/240, 1 phase)									
200	240	48	25.00%	12.00	90%	10.80	$11,391	$4,902	132%
400	240	96	25.00%	24.00	90%	21.60	$22,781	$9,803	132%
600	240	144	25.00%	36.00	90%	32.40	$34,172	$14,705	132%
800	240	192	25.00%	48.00	90%	43.20	$45,562	$19,607	132%
Commercial (120/208, 3 phase)									
200	208	72	25.00%	18.01	90%	16.21	$17,098	$7,358	132%
400	208	144	25.00%	36.03	90%	32.42	$34,197	$14,715	132%
600	208	216	25.00%	54.04	90%	48.64	$51,295	$22,073	132%
800	208	288	25.00%	72.05	90%	64.85	$68,394	$29,431	132%
1,000	208	360	25.00%	90.07	90%	81.06	$85,492	$36,788	132%
1,200	208	432	25.00%	108.08	90%	97.27	$102,591	$44,146	132%
1,600	208	576	25.00%	144.11	90%	129.70	$136,788	$58,861	132%
1,800	208	648	25.00%	162.12	90%	145.91	$153,886	$66,219	132%
2,000	208	721	25.00%	180.13	90%	162.12	$170,985	$73,577	132%
2,500	208	901	25.00%	225.17	90%	202.65	$213,731	$91,971	132%
3,000	208	1,081	25.00%	270.20	90%	243.18	$256,477	$110,365	132%
Commercial (277/480, 3 phase)									
200	480	166	25.00%	41.57	90%	37.41	$39,458	$16,979	132%
400	480	333	25.00%	83.14	90%	74.82	$78,916	$33,958	132%
600	480	499	25.00%	124.71	90%	112.24	$118,374	$50,938	132%
800	480	665	25.00%	166.28	90%	149.65	$157,832	$67,917	132%
1,000	480	831	25.00%	207.85	90%	187.06	$197,290	$84,896	132%
1,200	480	998	25.00%	249.42	90%	224.47	$236,748	$101,875	132%
1,600	480	1,330	25.00%	332.55	90%	299.30	$315,664	$135,834	132%
1,800	480	1,496	25.00%	374.12	90%	336.71	$355,122	$152,813	132%
2,000	480	1,663	25.00%	415.69	90%	374.12	$394,580	$169,792	132%
2,500	480	2,078	25.00%	519.62	90%	467.65	$493,225	$212,241	132%
3,000	480	2,494	25.00%	623.54	90%	561.18	$591,870	$254,689	132%

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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 kWs. 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

[1] UC 11-36a-402(1)(c)

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 * $1,054.68

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, 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.

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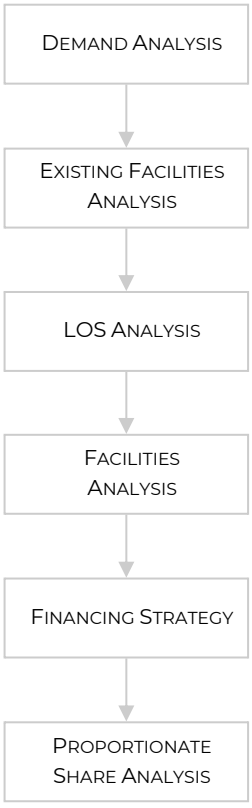
SECTION 2: GENERAL IMPACT FEE METHODOLOGY

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.

NOTICE

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.

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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).

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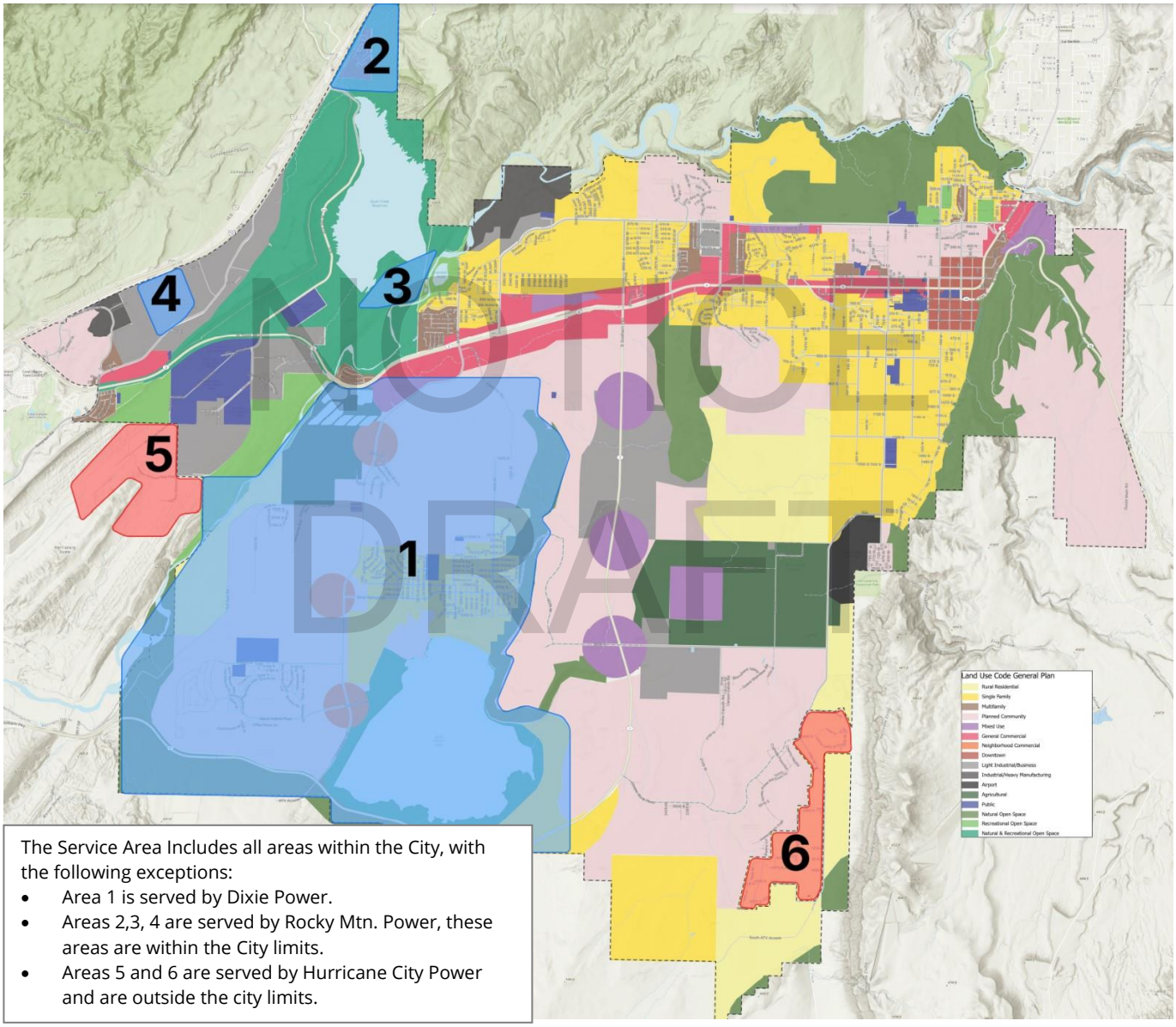
[2] 11-36a-302(2)
[3] 11-36a-302(3)

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



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The Service Area Includes all areas within the City, with the following exceptions:

- Area 1 is served by Dixie Power.
- Areas 2,3, 4 are served by Rocky Mtn. Power, these areas are within the City limits.
- Areas 5 and 6 are served by Hurricane City Power and are outside the city limits.

[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 kWs within the Service Area.

TABLE 3.1: PROJECTED DEMAND

DESCRIPTION	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total System CP Demands (kW)	50,635	54,686	59,061	63,786	68,888	74,399	77,375	80,470	83,689	87,037	90,518
Ten Year Demand	**39,883**										

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.

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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.

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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	39,883
% of Total	**28%**

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 kWs 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**

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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.

NOTICE

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.

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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.

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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 $1,054.68, 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	28%	$3,758,111	39,883	$94.23
Future System Improvements	$49,006,901	79%	$38,621,695	39,883	$968.37
Financing	$0	79%	$0	39,883	$0.00
Professional Expense	$73,925	82%	$60,363	26,740	$2.26
Interest Credit	($406,000)	100%	($406,000)	39,883	($10.18)
TOTALS:	**$61,866,802**		**$42,034,169**		**$1,054.68**

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

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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	$3,757	$1,622	132%
200	240	48	12.50%	6.00	95%	5.70	$6,012	$2,595	132%
400	240	96	12.85%	12.34	95%	11.72	$12,360	$5,190	138%
600	240	144	12.85%	18.50	95%	17.58	$18,540	$7,785	138%
Commercial (120/240, 1 phase)									
200	240	48	25.00%	12.00	90%	10.80	$11,391	$4,902	132%
400	240	96	25.00%	24.00	90%	21.60	$22,781	$9,803	132%
600	240	144	25.00%	36.00	90%	32.40	$34,172	$14,705	132%
800	240	192	25.00%	48.00	90%	43.20	$45,562	$19,607	132%
Commercial (120/208, 3 phase)									
200	208	72	25.00%	18.01	90%	16.21	$17,098	$7,358	132%
400	208	144	25.00%	36.03	90%	32.42	$34,197	$14,715	132%

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	$51,295	$22,073	132%
800	208	288	25.00%	72.05	90%	64.85	$68,394	$29,431	132%
1,000	208	360	25.00%	90.07	90%	81.06	$85,492	$36,788	132%
1,200	208	432	25.00%	108.08	90%	97.27	$102,591	$44,146	132%
1,600	208	576	25.00%	144.11	90%	129.70	$136,788	$58,861	132%
1,800	208	648	25.00%	162.12	90%	145.91	$153,886	$66,219	132%
2,000	208	721	25.00%	180.13	90%	162.12	$170,985	$73,577	132%
2,500	208	901	25.00%	225.17	90%	202.65	$213,731	$91,971	132%
3,000	208	1,081	25.00%	270.20	90%	243.18	$256,477	$110,365	132%
Commercial (277/480, 3 phase)									
200	480	166	25.00%	41.57	90%	37.41	$39,458	$16,979	132%
400	480	333	25.00%	83.14	90%	74.82	$78,916	$33,958	132%
600	480	499	25.00%	124.71	90%	112.24	$118,374	$50,938	132%
800	480	665	25.00%	166.28	90%	149.65	$157,832	$67,917	132%
1,000	480	831	25.00%	207.85	90%	187.06	$197,290	$84,896	132%
1,200	480	998	25.00%	249.42	90%	224.47	$236,748	$101,875	132%
1,600	480	1,330	25.00%	332.55	90%	299.30	$315,664	$135,834	132%
1,800	480	1,496	25.00%	374.12	90%	336.71	$355,122	$152,813	132%
2,000	480	1,663	25.00%	415.69	90%	374.12	$394,580	$169,792	132%
2,500	480	2,078	25.00%	519.62	90%	467.65	$493,225	$212,241	132%
3,000	480	2,494	25.00%	623.54	90%	561.18	$591,870	$254,689	132%

NOTICE

NON-STANDARD IMPACT FEES

The proposed fees are based upon growth in kWs. 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.

DRAFT

Estimated Diversified kW Usage * $1,054.68

[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
2023	50,635								
2024	54,686	4,051	$1,055	$4,272,509	$0	($381,726)	$3,890,783	$3,890,783	$38,908
2025	59,061	4,375	$1,055	$4,614,225	($1,010,711)	($412,256)	$3,191,258	$7,082,041	$70,820
2026	63,786	4,725	$1,055	$4,983,363	($5,195,222)	($445,237)	($657,095)	$6,495,766	$64,958
2027	68,888	5,102	$1,055	$5,380,977	($11,266,147)	($480,761)	($6,365,931)	$194,793	$1,948
2028	74,399	5,511	$1,055	$5,812,341	$0	($519,302)	$5,293,040	$5,489,781	$54,898
2029	77,375	2,976	$1,055	$3,138,728	($3,861,050)	($280,428)	($1,002,751)	$4,541,928	$45,419
2030	80,470	3,095	$1,055	$3,264,235	($6,615,324)	($291,642)	($3,642,731)	$944,616	$9,446
2031	83,689	3,219	$1,055	$3,395,015	($676,504)	($303,326)	$2,415,184	$3,369,247	$33,692
2032	87,037	3,348	$1,055	$3,531,069	($3,115,124)	($315,482)	$100,462	$3,503,402	$35,034
2033	90,518	3,481	$1,055	$3,671,341	($6,881,614)	($328,015)	($3,538,288)	$148	$1
Total				**$42,063,802**	**($38,621,695)**	**($3,758,175)**			

Assumes interest earnings based on one percent interest rate.

NOTICE

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.

DRAFT

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).

NOTICE
DRAFT

Hurricane City

Electrical Transmission and Substation Impact Fee Facility Plan

November 2024
Rev 1

Intermountain Consumer Professional Engineers, Inc.
1145 East South Union Avenue
Midvale, Utah 84047
(801) 255-1111

Table of Contents

SECTION I GENERAL

Introduction

Intermountain Consumer Professional Engineers, Inc. ("ICPE") performed studies and analyses for Hurricane City to update their Electrical Power Capital Facilities Plan and Impact Fee Facilities Plan.

ICPE utilized load predictions in the studies that were developed using recent load data provided by Hurricane City and load trends observed in Hurricane City over the past several years. The future loads used in the studies are predictions and do not reflect actual values which prevents ICPE from guaranteeing or assuring that the recommendations reflect actual events that will occur in the future. However, it is believed that all predictions and observations used in the study are reasonable and appropriate for the purpose of the Capital Facilities Plan and Impact Fee Facilities Plan.

Impact Fees - General

Impact fees are generally used by cities to fund infrastructure projects necessary to provide services to new developments within the city's boundary. The new development should bear the additional or incremental capital cost for the services, existing residents who do not benefit from the new development should not bear the costs for services to the new development. Impact fees are not intended for operating expenses or for corrections to existing deficiencies in the services presently being provided by a city. Impact fees are based on anticipated new load increase to the electrical system due to the new developments. The improvements outlined in the plans are required to maintain the present level of service to both new and existing customers.

Impact Fees - Utah

In Utah, impact fees are governed by state statute, specifically U.C.A. 1953 § 11-36a-102. The Statute requires that each governmental agency that imposes an impact fee shall (1) prepare an Impact Fee Facilities Plan (§ 11-36a-301), (2) perform an Impact Fee Analysis (§ 11-36a-303), (3) calculate the Impact Fee(s) (§ 11-36a-305) and (4) certify the Impact Fee Facilities Plan (§ 11-36a-306).

As stated in the Statute, the "Impact Fee Facilities Plan ("IFFP") shall identify (a) demands placed upon existing public facilities by new development activity; and (b) the proposed means by which the political subdivision will meet those demands." The IFFP shall also consider all revenue sources,

including impact fees, used to finance impacts on system improvements. This report incorporates the most recent Hurricane City Capital Facilities Plan ("CFP"), dated August 2024. In general, the CFP outlines all projects necessary to maintain electrical service to existing customers and the IFFP outlines fees for the improvements necessary to provide service to new developments and customers. Projects identified in the CFP may be due to the correction of an existing deficiency or improvement necessary to maintain reliability and are not included in the IFFP.

The Utah Statute requires the governmental agency that imposes an impact fee to perform an analysis of the impact fee and document the results. The agency is also required to provide a summary document of the analysis that can be understood by a layman. The estimated impacts on the existing electrical system due to the new development are to be included in the Impact Fee Analysis (IFA) along with the costs associated with addressing the impacts. The IFA is also required to include the costs of existing capacity that will be recouped.

Impact Fee calculations may include the following:

(a) The construction cost.
(b) The cost of acquiring land and material.
(c) The cost for planning, surveying, and engineering fees for services provided to design the construction.
(d) Debt service charges, if the impact fees are used to pay the principal and interest on bonds or other obligations to finance the costs of the construction.

Impact Fee calculations are to be based on local industry standard material and labor estimates. The assumptions used to develop the estimates are to be included in the IFA. The IFFP and the IFA area to be certified by the person or entity that prepared the documents.

Hurricane City

Hurricane City is located in southwest Utah in Washington County, approximately 140 miles northeast of Las Vegas, NV. According to the US Census, the land area is 31.5 square miles and the estimated population in 2022 was about 20,609 persons. The median resident age is 43.3 years, the average household size is 2.87 persons, and the median household income is about $64,182.

Hurricane can best be described as a suburban community since many of its resident's commute to work in the City of St. George other nearby business areas. Hurricane, as well as the surrounding area has a rapidly growing population.

Electricity Supply

General

Figure 1 illustrates the three basic components of an electrical system, an electric generator that creates the electricity, a transmission system that carries the electricity to the distribution system; and the distribution system that delivers the electricity to the customer.

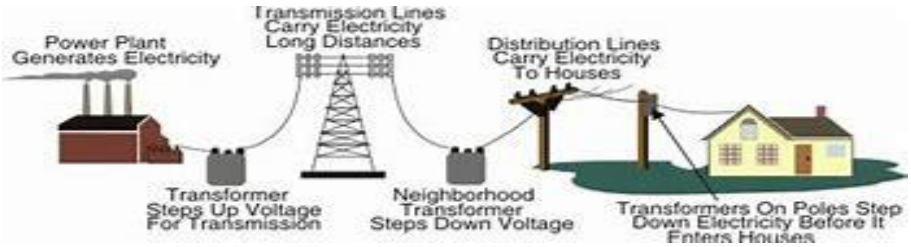

Figure 1

Illustration of a Typical Power Delivery System

Electricity Generation

Electricity is produced by a generator that is powered by a fuel source. The generator can be a steam, hydro, turbine, diesel engine, wind, solar or geothermal. The generated electricity is provided to a utility through purchased power agreements, which can be a firm power agreement (long-term and short-term); unit power (a portion of a specific generating unit) and non-firm (usually short-term). The type and amount of each generating resource that is used by a utility to meet the electrical demand depends on the amount and duration of the demand, the availability of the generating units and the cost of the electricity from the generating units. To meet the hourly demand for electricity, each available generating resource is evaluated according to its availability, capacity and operating cost and then dispatched accordingly to meet the demand for electricity in each hour of the day.

The utility's peak demand is the highest demand for electricity in any one hour. It is during these peak hours that a utility will use multiple generating resources including its own generating resources.

Electricity Transmission

The electricity leaving the generator is stepped up to a higher voltage by a transformer and delivered to the transmission system. The transmission system consists of transmission power poles or towers, conductors, substations and other equipment necessary to deliver electricity from the generators to the utility.

Transmission of electricity to Hurricane City is through the Utah Associated Municipal Power Systems (UAMPS) transmission system. UAMPS receives electricity through Rocky Mountain Power's transmission system.

Electricity Distribution

Electricity distribution is the final stage in the delivery of electricity to customers. An electricity distribution system receives electricity from the transmission system and delivers it to consumers. A typical electric distribution system includes medium-voltage (138kV, 69 kV & 12.47 kV) power lines, substations, transformers, service drops and metering. The distribution system begins where the voltage is stepped down through transformer(s) and ends at the secondary service point at the customer's meter. Distribution circuits begin at the low-voltage side of the transformer located in the City's substation. Conductors for the distribution delivery system are either located overhead on utility poles or buried underground.

Most electric customers are connected to a pole mounted or pad mounted transformer that reduces the distribution voltage to the low voltage used by customers. Each customer has an electrical service connection and a meter.

SECTION II CAPITAL FACILITIES PLAN AND IMPACT FEE FACILITIES PLAN

General

The Impact Fee Facilities Plan identifies the additional electrical load placed on an existing electrical system by new developments, identifies additions or modifications to the existing electrical system necessary to meet the increased load and provides costs for the system additions or modifications. The Plan will enable the utility to determine how they will fund the projects necessary to meet the load increase to the system.

The following summarizes the results of the Capital Facilities Plan Update that was completed in August 2024 where load increases were identified, projects were proposed to meet the load increase and costs were provided for the proposed projects.

Historical Population and Load Growth

According to the U.S. Census Bureau, the Hurricane City's population in 2020 was approximately 20,609. The population grew to 25,209 by 2024 for an approximate 22.3% increase in population over four years. The following table is a summary of the population growth since 1960.

Table 2-1
Hurricane City Historical Population

Historical population		
Census	**Pop.**	**%±**
1960	1,251	
1970	1,408	12.5%
1980	2,660	88.9%
1990	4,014	50.9%
2000	8,560	113.3%
2010	13,748	60.6%
2014	15,032	9.3%
2020	20,609	37.1%
Est 2024	25,209	22.3%

Hurricane City experienced a high growth rate between 1980 and 1990 and between 1990 and 2010. However, the electrical load during these periods did not increase as significantly as the population. The annual historical load growth since 1987 is shown in Table 2-2.

Table 2-2
Hurricane City

Electrical Load History

	PEAK kW	
Year	Summer Peak	% Growth (Summer)
1991	5,544	
1992	6,497	17.19%
1993	6,675	2.74%
1994	8,267	23.85%
1995	9,364	13.27%
1996	11,467	22.46%
1997	11,632	1.44%
1998	13,101	12.63%
1999	13,836	5.61%
2000	16,200	17.09%
2001	15,600	-3.70%
2002	18,200	16.67%
2003	19,700	8.24%
2004	21,200	7.61%
2005	25,700	21.23%
2006	27,800	8.17%
2007	31,300	12.59%
2008	29,300	-6.39%
2009	31,243	6.63%
2010	31,315	0.23%
2011	31,435	0.38%
2012	32,870	4.56%
2013	33,731	2.62%
2014	31,502	-6.61%
2015	34,228	8.65%
2016	37,411	9.30%
2017	37,527	0.31%
2018	38,483	2.55%
2019	39,148	1.73%
2020	44,416	13.46%
2021	49,060	10.46%
2022	49,314	0.52%
2023	50,635	2.68%

Electric Infrastructure and Future Needs

Transmission

Hurricane City Power 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 Power's four Distribution substations. Future Substation 1, Future Substation 2, and Three Falls Substation are planned to be fed by a 138 kV line originating at Purgatory Flat. Sky Mountain Substation is planned to be fed by the 69 kV line originating at Purgatory Flat.

In the 5-year planning horizon the new proposed Future Substation 1 will need a new 138 kV transmission line to provide power to the substation. This new 138kV transmission line would feed the new substation from the existing Purgatory Substation. The proposed 138kV line would be served by the 138kV bus of the Purgatory Substation. The line would be approximately 8.1 miles of single circuit 1272 ACSR conductor. Future Substation 1 would also need to be designed to allow for two transmission lines. The 138kV line needs to be extended to the Three Falls Substation from Future Substation 1. This line is necessary to provide power to the proposed second bay of Three Falls. This 138 kV would be approximately 4.6 miles of single circuit 1272 ACSR conductor. Three Falls was designed in a ring bus configuration to accommodate the building of this line.

In the 10-year planning horizon, Sky Mountain Substation will need to get power from the existing 69kV line that runs along 600 North, this line will be approximately 200 ft of 795 ACSR single circuit conductor. Future Substation 2 will need to get power from the existing 138kV line that runs along 600 North, this line will be approximately 400 ft of 1272 ACSR single circuit conductor. A new 138 kV transmission line is proposed that will make a connection between the existing 138kV line and the proposed line that will feed Future Substation 1, this line is necessary to build before Three Falls Substation is upgraded to a 138 kV substation. This 138 kV line would be approximately .9 miles of single circuit 1272 ACSR conductor. The existing 1/0 ACSR 69 kV transmission line that provides power to Three Falls Substation will need to be upgraded to accommodate the upgraded substation equipment and new bay. This new line will connect to the existing 138kV line along 600 North and will be approximately 1.9 miles of 1272 ACSR single circuit conductor.

Substations

Hurricane City Power 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.

In the 5-year planning horizon Anticline T1 will need to be upgraded to a 20 MVA transformer to meet growth requirements in the area. The Bay 1 voltage regulators will also need to be upgraded. Due to the projected growth in the area that Anticline Substation serves it will be necessary to have both bays of Anticline substation feeding load. The addition of one substation (Future Substation 1) will be necessary to meet growth requirements and to maintain the required current level of service. The location of Future Substation 1 should be in the general vicinity of 2700 South, east of Highway 7.

In the 10-year planning horizon the addition of Sky Mountain will be necessary to meet the estimated growth. The location of Sky Mountain is approximately 600 North and 2200 West. It will be necessary to install the second bay in Three Falls Substation to help take the load off Clifton Wilson and to help back up Future Substation 1. Sky Mountain Substation helps take load off Clifton Wilson and Brentwood Substations and helps provide backup of those substations during N-1 conditions. Three Falls substation should be upgraded from 69kV to 138kV. This is necessary to complete the 138kV loop for redundancy during N-1 conditions. Future Substation 2 will be a 138kV-69kV substation and will provide a second 69kV source for the 69kV substations during the loss of the 69kV line from Purgatory. The location of Future Substation 2 should be approximately 600 North in between Sky Mountain and Clifton Wilson.

Level of Service Standards

Consistent with current practice and level of service, Hurricane 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.

Demands Placed on Existing Facilities

Electrical demand loads on a system are measured in kilowatts (kW) or kilovolt-amperes (kVA) and are indicated as either coincident-peak ("CP") demand or non-coincident peak ("NCP") demand. The system CP demand is the maximum demand for the entire system measured at a point in time where the sum of all demands on the system is the highest for the system as a whole. The NCP demand is the sum of the maximum demands of individual customers or customer classes such as residential, commercial, industrial, measured for a period of time. The CP demand represents the combined loads across all customer classes measured at the system level where the NCP demand represents the total demand the system would be subject to if all customer classes peaked at the same time. The CP demand is usually lower than the NCP demand. For Impact Fees, CP represents the demand placed on the existing system as a whole, while NCP reflects the maximum demand placed on local facilities by individual customer classes. The CP demand is normally the demand that a utility plans for when sizing facilities that will be used to meet future growth on the system. However, each individual piece of equipment must be able to support its own individual peak demand even if that demand does not occur at the same time as the system's CP.

Hurricane City's projected CP demand between 2024 and 2033 are shown in Table 2-3. The System CP Demands for the planning period (2024 – 2033) were developed by ICPE.

Table 2-3
Summary of CP Demands
For the Period 2023 through 2033

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

System Modeling for the CFP/IFFP

The recent CFP completed contains results of load flow analysis of the Hurricane City electrical system. The system load flows provide insight on substation transformer loading and system voltage drop. The study includes analyzing N-1 outage conditions. An N-1 outage condition is the loss of a major system component such as loss of a substation transformer or loss of a main line section. The existing substations that were studied include Anticline, Brentwood, Clifton Wilson, and Three Falls. The CFP study is primarily focused on Transmission (69kV or greater) and Substation requirements.

To perform load flow analysis a system computer model was developed. System model development and analysis were performed on SKM Power Tools. System modeling data was developed from data provided by Hurricane City. System load was modeled based on 2023 peak values since they were available at the time. Circuit models are based on the assumption that provided circuit maps and data (conductor sizes, circuit configurations, line lengths, etc.) are reflective of actual field conditions.

Model Results

The following System Improvement Summary from the CFP details the anticipated projects and estimated expenditures necessary to sustain the projected growth rate for Hurricane City's electrical system for the next 10 years. There is greater confidence in projecting requirements for 2 to 3 years than there is for a 10-year or longer outlook. However, it is necessary to forecast future projects due to the magnitude (and cost) of the modifications necessary. Substation and transmission line projects can take significant time from start to finish due to material lead times and permitting requirements. Substation and transmission line requirements need to be addressed to meet future needs of the city in a timely fashion.

The proposed projects will provide a method for Hurricane City to plan and budget for the facilities necessary to serve the anticipated electrical load growth. Existing electrical facilities as well as new facilities will be used to meet projected load levels. Table 2-4 is a summary of the recommended projects, timing and costs. Detailed cost estimates for the various projects can be found in the appendix of the CFP. Costs shown are based on present 2024 project material and labor pricing.

Table 2-4
Summary of CFP Improvement Projects
For the Period 2024 through 2033*

Project Number	Description	Project Estimated Cost ($) **	Estimated Timeframe	IFFP Percentage	Adjusted Project Cost
1	Replace Anticline T1	1,943,675.00	2025	50%	971,837.50
2	New 138kV line from Purgatory to Future Sub 1	6,404,366.00	2025-2027	75%	4,803,274.50
3	New Future Substation 1	7,690,408.00	2027	100%	7,690,408.00
4	New 138kV line from Future Sub 1 to Three Falls	3,100,207.00	2027-2028	75%	2,325,155.25
5	Three Falls Substation Bay 2	3,728,421.00	2029	80%	2,982,736.80
6	New 69kV line to Sky Mountain	200,805.00	2029	95%	190,764.75
7	New Sky Mountain Substation	5,503,354.00	2030	95%	5,228,186.30
8	New 138kV line to 600 North	685,450.00	2031	75%	514,087.50
9	New 138kV line from 600 North to Three Falls	1,339,409.00	2032	75%	1,004,556.75
10	Three Falls substation Bay 1 Upgrade	2,119,390.00	2032	60%	1,271,634.00
11	New 138kV line to Future Substation 2	210,848.00	2033	75%	158,136.00
12	New 138kV-69kV Future Substation 2	7,195,069.00	2033	65%	4,676,794.85
	TOTAL	40,121,402.00			31,817,572.20

* Note: Project timing will vary based on actual load growth amount and location.

** Values have been rounded.

IFFP Capital Projects and Costs

As previously mentioned, the costs for the above projects are estimated in 2024 dollars. As with most capital facilities plans, the majority of these projects are scheduled to occur in the earlier planning windows. However, growth in demand on the system generally happens in "groups" or "lumps" according to actual commercial and residential development. Actual load growth may be sooner or later than shown based on current economic and development levels. Projects shown in the IFFP may be delayed or accelerated based on actual load growth locations and timing.

Certification of the IFFP

I certify that the attached Impact Fee Facilities Plan:

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 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;

CERTIFIED BY:

Signature: 

Name: Mac Fillingim

Title: ICPE, Senior Engineer

Date: August 2024

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a design and engineering contract for the downtown pickleball courts.

Discussion: Included in the packet is Sunrise Engineering's Proposal for the design of the Downtown Pickleball Courts Project.

Findings:

Recommendation: It is recommended that the City Council approve this contract with Sunrise Engineering. Once the contract is executed, Staff will begin working With Sunrise Engineering on the design and construction drawings. – Darren Barney

11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | **Fax**: 435.652.8416

WORK RELEASE NO. 2025-1

HURRICANE DOWNTOWN PICKLEBALL COURT RECONSTRUCTION

Hurricane City
147 North 870 West
Hurricane, Ut 84737

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2025-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT:	Hurricane City	ENGINEER:	Sunrise Engineering, Inc.
By:		By:	
Date:		Date:	04/11/2025
Name:		Name:	Vern Maloy, P.E.
Title:		Title:	Service Center Manager

WORK RELEASE NO. 2025-1

This Work Release is entered into by and between Hurricane City (CLIENT) and Sunrise Engineering, Inc. (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated July 1, 2023, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **Hurricane Downtown Pickleball Court Reconstruction**
2. Type of Facility: **Community Park**
3. Size of Facility: **Approximately ¾ Acres**
4. Facility Location: **Hurricane, Washington County, Utah**
5. Summary of Improvements: **Hurricane City is looking to reconstruct the existing pickleball downtown pickleball courts. The current courts are asphalt courts, and the surface has deteriorated to unsatisfactory levels. The City has decided to remove the existing courts and expand the complex into the green space directly south. The new courts will be constructed of post-tensioned concrete, together with landscaping, lighting, and fencing. (see attached Preliminary Project Exhibit)**
6. Preliminary Construction Estimate: **1.1 million (see attached Preliminary Opinion of Cost)**
7. Funding Sources: **Hurricane City**
8. Design CAD Standards: **ENGINEER's CAD Standards**
9. Design Code Standards: **Hurricane City Design Standards**
10. Bidding & Contract Documents: **Hurricane City Front End Documents**
11. Construction General Conditions: **Hurricane City General Conditions**
12. Project Specifications: **Hurricane City Standard Specifications, ENGINEER's special provisions.**
13. Anticipated Drawing Contents: **General Sheets, Demolition Plan, Site Plan, Grading Plan, Utility Plans (Water, Irrigation, Storm Drain, Power), Typical Sections, Lighting Plan, Detail Sheets, Site Electrical Plan, Planting Plan, Irrigation Plan**

14. Expected Construction Start: **October 2025**
15. Number of Prime Construction Contracts: **One**
16. Expected Construction Duration: **120 Calendar Days**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. <u>Management of Engineering Services</u>

a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
   i) Develop and submit an engineering services schedule.
   ii) Coordinate services within ENGINEER's internal team, including subconsultants.
   iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
   iv) Prepare and submit regular engineering services progress reports to CLIENT.
   v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
   vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
   vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. <u>Preliminary Design Phase</u>

a) Upon authorization by CLIENT, ENGINEER will:
   i) Review and assess available, relevant project information, data, and related instructions from CLIENT.
      (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
   ii) Visit the site as needed to perform the Preliminary Design Phase.
   iii) Relative to design survey and mapping:
      (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
   iv) Relative to above-ground utilities:
      (1) Review above-ground utilities information obtained from others and from observations at the site.
      (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
   v) Relative to underground facilities:
      (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
         (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
         (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
      (2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.
   vi) Relative to mitigation of utilities conflicts:

(1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
(2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support CLIENT in CLIENT's efforts to resolve such conflicts.

vii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.

viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
(1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
(2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.
(3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
(4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

ix) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:
(1) Geotechnical Investigation
(a) Perform site and laboratory work, geotechnical analysis, and delivery of a report which includes pertinent details and recommendations for site design.
(2) Design Survey and Mapping
(a) Perform design survey and mapping of the site including the area likely to be affected by the project.
(b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.
(c) Collect data on storm drain, irrigation and wastewater utility flowlines, inverts, and similar features, when surface elements of such features are visible and accessible.
(d) Set, at minimum, five control points for use in subsequent surveys and construction staking.
(e) Prepare a topographic base map representing the collected points and data to support the Preliminary Design and Final Design Phases.
(f) Deliver the topographic base map in State Plane coordinates.
(g) Boundary surveys, record of survey maps, parcel tract maps, setting monuments, preparing easement or right-of-way documents, and similar services are excluded from the design survey and mapping scope.
(3) Concept Planning
(a) Explore two concept design options.
(i) Develop a preliminary opinion of construction costs for each design.
(b) Receive input on preferred concept and make adjustments accordingly.

x) Prepare preliminary drawings representing roughly 30% design achievement.

xi) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.

xii) Furnish the preliminary drawings, preliminary opinion of probable construction cost, and any other Preliminary Design Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.

xiii) Revise the preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.

b) ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Preliminary Design Phase deliverables, as revised.

3. <u>Final Design Phase</u>

a) After acceptance by CLIENT of the Preliminary Design Phase deliverables, issuance by CLIENT of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, and the time for completion of ENGINEER's services resulting from such instructions or changes.

b) Upon authorization from CLIENT, ENGINEER will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.

c) As part of the preparation of the drawings and specifications, ENGINEER will prepare interim drafts for CLIENT's review and final drawings and specifications as follows:

i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.

ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing CLIENT's comments and including appropriate design advancement, representing approximately 90% design achievement.

iii) Final drawings and specifications (representing 100% design achievement) that address CLIENT's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.

d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.

i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.

ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.

e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.

f) Perform or furnish the following other Final Design Phase services:

i) Visit the site as needed to assist in preparing the final drawings and specifications.

ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.

iii) Advise CLIENT of recommended adjustments to the opinion of probable construction cost.

iv) Assist CLIENT in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

v) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.

g) Perform or provide the following supplemental Final Design Phase tasks or deliverables:

i) Landscape Architecture
   (1) Perform landscape architecture including landscaping and irrigation design services, including drawings, specifications, bid item tabulations, preliminary costing, etc.
   (2) Project Kickoff & Preliminary Design
      (a) Attend one meeting with the Design Team/Client to review project goals & objectives, gather information related to irrigation components, standards, products, etc.
      (b) Site visit to review existing irrigation system layout with City staff.
      (c) Gather site survey/existing conditions and review City plans, codes, and other relevant information.
      (d) Develop a preliminary planting design concept if required but anticipated to be only on the south edge of the courts.
      (e) Attend one virtual meeting to present the planting design concept to the Design Team/Client for review and input.
   (3) Design Development
      (a) Incorporate comments from the Design Team/ Client
      (b) Further develop planting design to include plant schedule, individual shrubs, and perennials/grasses.
      (c) Develop Irrigation Plans that would include product schedule, main line routing, and point of connections (spray head and drip not laid out at this phase).
      (d) Develop an Opinion of Probable Construct Cost (for planting and irrigation only)
      (e) Attend one virtual meeting to coordinate the design development with the Design Team/Client
   (4) Construction Documents
      (a) Coordination via phone-emails with Design Team
      (b) Revise and update planting design based on client review comments.
      (c) 95% Construction Document Drawings
         (i) Planting Plan & Details
         (ii) Irrigation Plan & Details
      (d) Provide technical specifications for items related to our work.
      (e) Update Opinion of Probable Construction Cost for 95% Submittal (for planting and irrigation only)
      (f) Revise and update drawings, specifications, and opinion of probable construction cost based on 95% Client Review Comments
      (g) Submit Final 100% Construction Document Drawings (electronic PDF Format), Technical Specifications (PDF and Word Format per the RFP), and opinion of probable construction cost.

ii) Electrical Engineering
   (1) Provide utility coordination for a new power service.
   (2) Coordinate with building or other architectural services to provide source power where applicable.
      (a) Include electrical space planning coordination for power panels and other features in control rooms, etc.
      (b) Design of electrical improvements within any buildings shall be by others.
   (3) Prepare an electrical engineering design for walkway lighting, power receptacles, interment lighting features, etc.
      (a) Prepare a power layout and circuiting design.
      (b) Provide an electrical and lighting fixture layout.
      (c) Design power distribution, panelboards, and switchgear, where applicable.
      (d) Provide construction drawings for improvements within the electrical scope of work.
         (i) Include plan specifications and electrical fixture/feature schedule including manufacturer, catalog number, lamp type, wattage, voltage characteristics for each fixture type, etc.

(ii) Include consideration of conduit runs for any anticipated future power needs.

(4) Participate in design and review meetings as reasonably required.

h) Furnish for review by CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.

i) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.

j) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. <u>Permitting Phase</u>

a) Concurrent with and following ENGINEER's provision of the Final Design Phase deliverables, ENGINEER will prepare and submit on CLIENT's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:

i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.

ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.

iii) Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:

(1) Hurricane City Joint Utility Committee (JUC)

iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.

(1) Confer with CLIENT regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.

(2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.

v) File on CLIENT's behalf revised applications and supporting documents required by authorities having jurisdiction.

b) CLIENT acknowledges that:

i) ENGINEER does not guarantee issuance of any required permit or approval.

ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.

c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

5. <u>Bidding/Proposal Phase</u>

a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes **ENGINEER** will primarily lead and perform the work of the Bidding/Proposal Phase, with **CLIENT** acting in a secondary or supporting role.

b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:

i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:

(1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.

(a) The following method(s) will be used to distribute bidding documents:

(i) CLIENT's procurement website

(2) If applicable, maintain a record of prospective contractors to which documents have been issued.

(3) Attend pre-bid conferences, if any.

(4) Receive and process contractor deposits or charges, if any, for the issued documents.

ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.

iv) Attend the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.

(1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.

(2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.

(3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.

c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

6. <u>Construction Phase</u>

a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by CLIENT of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, or the time for completion resulting from such modifications or changes to the project.

b) Performance by ENGINEER of all or a portion of the following Construction Phase services depends on CLIENT's role and involvement in the Construction Phase work and the degree to which CLIENT assigns services to be performed by ENGINEER.

i) This Work Release assumes ENGINEER will perform Construction Phase services in a primary role as described hereafter.

c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from CLIENT, ENGINEER will, if serving in a primary role, or may, if serving in a supporting role and as directed by CLIENT, provide the following services:

i) Designate a project engineer to serve as ENGINEER's primary representative to CLIENT and to lead ENGINEER's services as an experienced and qualified design professional.

ii) Consult with CLIENT and act as CLIENT's representative as provided in this Work Release and the construction contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, CLIENT's communications to the contractor will be issued through ENGINEER.

iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to ENGINEER, and advise the contractor in writing of ENGINEER's comments or acceptance of schedules. Schedules will be acceptable to ENGINEER as to form and substance as follows:

(1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.

(2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
(3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.

iv) Assist CLIENT in the selection of independent testing laboratories, where required, to perform required testing services.

v) Provide CLIENT with copies of technical information and supporting data previously obtained or developed by ENGINEER for CLIENT's use, or for CLIENT to provide to contractor, in obtaining required permits and licenses delegated to the contractor by CLIENT.

vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.

vii) Relative to observations of the contractor's work while it is in progress:
(1) Make visits to the site at intervals appropriate to the various stages of the work, as ENGINEER deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by ENGINEER, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, ENGINEER will endeavor to ascertain in general if the work is proceeding in accordance with the construction contract documents.

viii) If, based on ENGINEER's observations or as indicated in documentation available to ENGINEER, ENGINEER believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, ENGINEER will issue written notice to contractor (with copy to CLIENT) of such defective work. Such notice will communicate the scope, extent (to ENGINEER's understanding) of defect, and associated provisions of the construction contract documents.
(1) Provide recommendations to CLIENT regarding whether the contractor should correct such work or remove and replace such work, or whether CLIENT should consider accepting the defective work in accordance with the provisions of the construction contract documents. ENGINEER will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by CLIENT.
(2) However, ENGINEER's authority to provide this information to CLIENT or ENGINEER's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of ENGINEER to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.

ix) If ENGINEER has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform CLIENT of such incompatibility and provide recommendations for addressing such work.

x) Accept from the contractor and CLIENT submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
(1) If a submitted matter in question concerns ENGINEER's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c)

other engineering or technical matters, then ENGINEER will promptly give written notice to CLIENT and the contractor that ENGINEER will not provide a decision or interpretation.

xi) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.

xii) Relative to change orders, work change directives, change proposals and claims:

(1) Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.

(2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to CLIENT and the contractor.

(3) Provide information or data to CLIENT regarding engineering or technical matters pertaining to claims.

xiii) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for CLIENT's use subject to limitations of ENGINEER's obligations under this Work Release.

xiv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

xv) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.

xvi) Receive from the contractor, review, and transmit to CLIENT the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of ENGINEER's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.

xvii) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with CLIENT and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, CLIENT's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist CLIENT regarding any remaining engineering or technical matters affecting CLIENT's use or occupancy of the work following substantial completion.

xviii) After notice from the contractor that the work is complete:

(1) Visit the Site with CLIENT and the contractor to determine if the work is in fact complete and acceptable.

(2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.

(3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.

(4) When ENGINEER is satisfied that the work is complete and acceptable, provide a notice to CLIENT and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of ENGINEER's knowledge, information, and belief, and based on the extent of the services provided by ENGINEER under this Work Release.

d) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to the contractor.

e) If the duties, responsibilities, or authority of ENGINEER in the construction contract, or other terms of the construction contract having a direct bearing on ENGINEER are modified, or if CLIENT requires

ENGINEER's services for construction that extends longer than the anticipated construction contract times, then CLIENT shall compensate ENGINEER for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

f) ENGINEER shall not be required to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. **Additional Services Not Requiring CLIENT's Written Authorization**
   a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
      i) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
      ii) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
      iii) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.
      iv) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
      v) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.
2. **Additional Services Requiring CLIENT's Written Authorization**
   a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
      i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
      ii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
      iii) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
      iv) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.

v) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
vi) Services attributable to more prime construction contracts than specified in the Background Information.
vii) Services to arrange for performance of construction services for CLIENT by contractors other than the principal prime contractor and administering CLIENT's contract for such services.
viii) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT.
ix) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
x) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
xi) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
xii) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
xiii) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
xiv) Preparing contract record drawings and furnishing such contract record drawings to CLIENT.
xv) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
xvi) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
xvii) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
xviii) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
xix) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. <u>CLIENT's General Responsibilities</u>

a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
    i) Any development that affects the scope or time of performance of ENGINEER's services.

ii) The presence at the site of any constituent of concern or hazardous material.

c) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.

d) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.

e) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. **Project Information**

a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.

b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.

d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. **CLIENT-Furnished Services**

a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.

b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.

d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.

e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.

5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Preliminary Design Phase	2.2	$23,400	Lump Sum	
Geotechnical Investigation	2.2.a.ix.1	$4,300	Lump Sum	
Design Survey and Mapping	2.2.a.ix.2	$3,500	Lump Sum	
Concept Planning	2.2.a.ix.3	$2,800	Hourly Rates	
Final Design Phase	2.3	$31,400	Lump Sum	
Landscape Architecture	2.3.g.i	$5,600	Lump Sum	
Electrical Engineering	2.3.g.ii	$3,700	Lump Sum	
Permitting Phase	2.4	$1,500	Hourly Rates	
Bidding/Proposal Phase	2.5	$6,500	Hourly Rates	
Construction Phase	2.6	$34,000	Hourly Rates	
Additional Services	3.1, 3.2	$0	Hourly Rates	
Total	-	$116,700	-	-

2. **Lump Sum Basis of Compensation**
   a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
   b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
   c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.
3. **Hourly Rates Basis of Compensation**
   a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
   b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
   c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
   d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.
4. **Estimated Compensation Amounts**
   a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.
   b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend

the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

5. **Billing Schedule**

   a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Preliminary Project Exhibit, Preliminary Opinion of Cost, Fee Schedule, Reimbursable Expense Schedule.

PRELIMINARY PROJECT EXHIBIT

PRELIMINARY OPINION OF COST

Engineer's Opinion of Probable Cost					
Hurricane Downtown Pickleball Courts Preliminary Estimate					4.8.25
Hurricane City					NCW
NO.	**DESCRIPTION**	**EST. QTY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
GENERAL CONSTRUCTION					
1	MOBILIZATION	1	LS	$ 51,300.00	$ 51,300.00
2	SWPPP COMPLIANCE AND EROSION CONTROL	1	LS	$ 4,500.00	$ 4,500.00
3	DUST CONTROL AND WATERING	1	LS	$ 6,500.00	$ 6,500.00
4	CONSTRUCTION STAKING	1	LS	$ 9,500.00	$ 9,500.00
5	MATERIAL SAMPLING AND TESTING	1	LS	$ 18,000.00	$ 18,000.00
6	CLEARING, GRUBBING, EXCAVATION, AND DEMOLITION	1	LS	$ 21,000.00	$ 21,000.00
7	EARTHWORK AND GRADING	1	LS	$ 46,000.00	$ 46,000.00
8	STANDARD SIDEWALK W/BASE	3100	SF	$ 10.00	$ 31,000.00
9	POST-TENTIONED CONCRETE COURT W/BASE	17010	SF	$ 21.00	$ 357,200.00
10	12" WIDE CONCRETE BAND	800	SF	$ 25.00	$ 20,000.00
11	COURT SURFACING & STRIPING	17010	SF	$ 4.00	$ 68,000.00
12	NET POST PAIR, NET, & RELATED APPURTENANCES	8	EA	$ 1,700.00	$ 13,600.00
13	4' CHAINLINK FENCE	650	LF	$ 40.00	$ 26,000.00
14	6' CHAINLINK FENCE	524	LF	$ 45.00	$ 23,600.00
15	BENCHES, TRASH CANS, ETC...	1	LS	$ 8,400.00	$ 8,400.00
16	LANDSCAPE AND IRRIGATION	1	LS	$ 13,000.00	$ 13,000.00
17	SHADE STRUCTURE	2	LS	$ 30,000.00	$ 60,000.00
18	LIGHTING AND ELECTRICAL APPURTENANCES	1	LS	$ 300,000.00	$ 300,000.00
				SUBTOTAL	$ 1,077,600.00
				CONTINGENCY (10%)	$ 107,760.00
				CONSTRUCTION TOTAL	$ 1,185,360.00
INCIDENTALS					
1	PRELIMINARY DESIGN PHASE	2%	LS	$ 23,400.00	$ 23,400.00
2	GEOTECHNICAL INVESTIGATION	0%	LS	$ 4,300.00	$ 4,300.00
3	DESIGN SURVEY AND MAPPING	0%	LS	$ 3,500.00	$ 3,500.00
4	CONCEPT PLANNING	0%	HR	$ 2,800.00	$ 2,800.00
5	FINAL DESIGN PHASE	2%	LS	$ 31,400.00	$ 31,400.00
6	LANDSCAPE AND IRRIGATION DESIGN	0%	LS	$ 5,600.00	$ 5,600.00
7	ELECTRICAL ENGINEERING DESIGN	0%	LS	$ 3,700.00	$ 3,700.00
8	PERMITTING PHASE	0%	HR	$ 1,500.00	$ 1,500.00
9	BIDDING/PROPOSAL PHASE	0%	HR	$ 6,500.00	$ 6,500.00
10	CONSTRUCTION PHASE	3%	HR	$ 34,000.00	$ 34,000.00
				SUBTOTAL	$ 116,700.00
				TOTAL PROJECT COST	$ 1,302,100.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
51	Administrative I	$62	123	Electrical Engineer III	$182
52	Administrative II	$82	124	Electrical Engineer IV	$196
53	Administrative III	$105	125	Electrical Engineer V	$209
54	Administrative IV	$129	126	Principal Electrical Engineer	$254
101	Engineer Intern (EIT) I	$125	127	Electrical Engineer Intern (EIT) III	$172
102	Engineer Intern (EIT) II	$139	130	Senior Electrical Engineer	$246
103	Engineer Intern (EIT) III	$154	304	Engineering Tech IV	$142
104	Engineer III	$168	305	Engineering Tech V	$158
105	Engineer IV	$182	350	Construction Observer V	$182
106	Engineer V	$196	351	Construction Observer I	$105
107	Senior Engineer	$239	352	Construction Observer II	$127
110	Principal Engineer	$249	353	Construction Observer III	$140
121	Electrical Engineer Intern (EIT) I	$143	354	Construction Observer IV	$161
122	Electrical Engineer Intern (EIT) II	$161	500	Funding Specialist	$156

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	$0.67/Mile
Per Diem	$59/Day
Field Vehicle (On-Site)	$250/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.
*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.
*A convenience fee of 4% will be applied to all payments made with a credit card.
Sunrise Base 02-2025

Hurricane City – Civic Center Funding Survey

Hurricane City has outgrown its current Police Station and City Office Building and needs larger facilities. The City has purchased 20 acres of property adjacent to its current City Office Building in anticipation of building new Civic Center facilities at that location, and the City is exploring options to finance the construction of a new City Office Building and Police Station. One option under consideration is a public-private partnership to develop portions of the 20 acres into residential or commercial spaces, with private developers leasing and building out the residential and commercial areas to generate revenue to finance the Police Station and City Office Building. Your input will help guide future decisions.

1. Where do you live in Hurricane?
   (Please select one)
   a. North of State Street and West of 700 West
   b. South of State Street and West of Airport Road / 700 West
   c. North of State Street and East of 700 West
   d. South of State Street and East of Airport Road / 700 West
   e. I do not live in Hurricane City

2. Would you support including housing and/or commercial development as part of the Civic Center project to help fund the new Police Department and City Office Building?
   (Please select one)
   a. Yes, I support including both housing and commercial space.
   b. Yes, I support including only housing.
   c. Yes, I support including only commercial space.
   d. No, I do not support including either.
   e. I'm not sure / I need more information.

3. How should the Civic Center project be funded?
   (Please select one)
   a. I support full funding through taxes.
   b. I do not support funding it through taxes.
   c. I prefer the project be funded through revenue raised by housing and commercial development as part of the Civic Center, not taxes.
   d. I support offsetting the taxes to pay for the Civic Center through housing and commercial development, as long as the development is reasonable and adequate open space is preserved.
   e. I need more information before deciding.

4. If public funds are used, what funding methods would you support?
(Select one or more)

a. General Obligation Bonds (voter-approved debt).
b. Sales Tax Increase.
c. Property Tax Increase.
d. Use of existing city/county reserves, if available.
e. Tax Increment Financing (TIF).
f. Public-Private Partnership (City retains ownership; development provides funding).
g. State or federal grants, if available.

5. Please rank the following funding methods in order of preference:
(Rank 1 = most preferred, 6 = least preferred)

_____General Obligation Bonds
_____Sales Tax Increase
_____Property Tax Increase
_____Use of existing reserves
_____State or federal grants
_____Public-private partnership

6. Would you support a public-private partnership with developers to help finance and build the new facilities?
(Please select one)

a. Yes
b. No
c. Not sure

7. How important is it to you that the Civic Center generate revenue to offset construction or operational costs?
(Select one or more)

a. It is essential—it should help pay for itself.
b. It is important but it should not compromise the Civic Center being constructed.
c. It is somewhat important, but the generation of revenue should not supersede building a quality Civic Center that will be gathering place and service to City residents.
c. It's a bonus, but not a priority—I care more about City services.

d. It's not important—a Civic Center does not need to generate revenue.
e. I don't know enough to decide.

8. Would you support including housing (e.g., affordable, market-rate, or workforce apartments) as part of the Civic Center development to help fund it?
(Please select one)
a. Yes, any type of housing.
b. Yes, but only affordable or workforce housing.
c. Yes, but only market-rate housing.
d. No, I do not support including housing.
e. I'm unsure / need more information.

9. Would you support including commercial or retail space in the Civic Center development to help fund it?
(Please select one)
a. Yes, both commercial and retail space.
b. Yes, but only limited commercial or retail space.
c. No, I do not support including commercial or retail space.
d. I'm unsure / need more information.

10. What types of commercial or retail space would you support, if any?
(Select all that apply.)
a. Local retail shops or cafes
b. Office or coworking space
c. Restaurants or food halls
d. Cultural or arts-related businesses
e. National chain stores
f. Farmers Market
g. I do not support commercial or retail space.
h. I'm not sure.

11. Do you have concerns about incorporating private development (housing or retail) on city-owned land intended for public services?
a. Yes, I have significant concerns.
b. Yes, I have some concerns.
c. No, I have few or no concerns.
d. No, I fully support it.
e. I'm unsure / need more information.

12. If you have concerns incorporating private development (housing or retail) on city-owned land intended for public services? What are they?

(Select all that apply.)

a. Loss of public space or access.
b. Reduced transparency or public control.
c. Long-term loss of city land or assets.
d. Potential for gentrification or displacement.
e. Profit prioritization over public benefit.
f. I have no concerns.
g. Other (please specify)

13. Would you be more likely to support the project if it could be partially self-funded through long-term revenue (e.g., leasing commercial space)?

a. Yes
b. No
c. Maybe / depends on the plan.

14. How do you feel about using long-term revenue sources (such as commercial leases) to help fund the Civic Center?

a. I strongly support it—it reduces reliance on taxes.
b. I somewhat support it, depending on how it's managed.
c. I'm neutral—it doesn't change my opinion.
d. I'm concerned it could shift the project away from public benefit.

15. Do you have any other ideas or comments about how Hurricane City should fund a new office building and police station?

(Open-ended response)

CHAPTER 28. DEVELOPMENT IN AREAS OF SPECIAL CONSIDERATION

Sec. 10-28-1. Purpose.

To further the health, safety, and welfare of the inhabitants of the City and developers of project within the City, development in areas of special consideration shall be undertaken in accordance with the requirements of this chapter to minimize danger to persons and property and to ensure development of lasting value.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-2. Natural hazards and adverse construction conditions.

A. *Report required.*

1. A geotechnical report shall be prepared by a state licensed professional engineer who is trained and experienced in the practice of geotechnical engineering whenever a proposed building permit in an area that has not been reviewed under this chapter or a development project is located on land which falls within any of the identified natural hazards or adverse construction conditions shown on the maps associated with the Geologic Hazards and Adverse Construction Conditions, St. George—Hurricane Metropolitan Area, Washington County, Utah, 2008, by William R. Lund, Tyler R. Knudsen, Garrett S. Vice, and Lucas M. Shaw, Special Study 127 Utah Geological Survey, a division of the Utah Department of Natural Resources.

B. *Report requirements.* The geotechnical report shall include the following:

1. *Conditions and features.* A general description of the topography, drainage conditions and surface vegetation. The report shall include surface features such as rock outcroppings, existing structures, debris, and unstable or wet conditions.
2. *Location map.* A location map showing the footprints of the planned improvements and the exploration locations with elevations.
3. *Subsurface condition evaluation.* An evaluation of the subsurface conditions, including a complete record of the explorations, laboratory test results, and the elevation of the water table, if encountered.
4. *Potential geotechnical constraints.* Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units, shallow groundwater, and windblown sand), and recommendations for their mitigation.
5. *Springs and seeps.* The locations of any springs and seeps on the project site, and recommendations concerning the effects of the springs and seeps on the proposed development.
6. *Geotechnical recommendations.* Specific geotechnical recommendations for the design and construction of the proposed project, which shall include the following:
    a. A general assessment of the requirements needing to be met to develop the proposed site.
    b. Site preparation and grading, and the suitability of the on site soils for use as structural fill.
    c. Stable cut and fill slopes, including recommendations concerning the effects of material removal and the introduction of water, both on and off site.

d. Recommendations for foundation type and design criteria, including, but not limited to, bearing capacity of natural or compacted soils, provisions to mitigate the effects of expansive, compressible or collapsible soils, differential settlement and varying soil strength, and the effects of adjacent loads.

e. Anticipated total and differential settlement.

f. Special design and construction considerations, as necessary, such as the excavation and replacement of unsuitable materials, excavation difficulties, stabilization, or special foundation provisions for problem soil conditions.

g. Design criteria for restrained and unrestrained retaining walls.

h. Soil corrosion.

i. Moisture protection and surface drainage.

7. *Design recommendations for walls and fill slopes.* Detailed design recommendations for any planned rockery walls, mechanically stabilized earth (MSE) walls, and/or reinforced fill slopes.

8. *Slope stability analysis.* A detailed slope stability analysis may be required if potentially unstable rock or soil units or slope creep has been identified on the site. The analysis should include, but not be limited to, a determination of shear strength and in some instances residual shear strength, soil saturation, and treatment methods required to provide a minimum safety factor of 1.5 for any slope within the project boundary.

9. *Inspection and certification.* It is strongly recommended that the geotechnical firm for the project also provide inspection, testing, and verification services for all grading, foundations, pavement sections, retaining structures, utility line placement, and backfill and any other construction relating to geotechnical aspects of the development. For real property for which development has proceeded on the basis of a geologic or geotechnical report which has been accepted by the City, no final inspection of a subdivision or other improvements shall be completed or certificate of occupancy issued or performance bond released until the engineering geologist or geotechnical engineering firm who prepared and approved the report provides a letter of compliance, in writing, that the completed improvements and structures conform to the descriptions and requirements contained in said report including any approved revisions.

10. *Geology report.* The Geologic Hazards and Adverse Construction Conditions, St. George—Hurricane Metropolitan Area Washington County, Utah document and maps prepared by the Utah Geological Survey (current edition) shall be reviewed when considering a site for development. A state licensed professional engineering geologist or a state licensed professional engineer who is trained and experienced in the practice of geotechnical engineering shall prepare the geology report. The geology report may be included in the geotechnical report, and shall include the following:

    a. The location and boundaries of the project site and its general geologic setting.

    b. A description of the specific geologic conditions at the site.

    c. Identification of potential geologic hazards (such as faults, landslides, rockfall, flooding and liquefaction).

    d. Conclusions and recommendations regarding the effects of the geologic conditions and any potential hazards on the proposed development, and recommendations to minimize any hazard to life or property, or any adverse impact on the natural environment.

C. *Development standards.* The following minimum standards shall apply to minimize the effect of geologic hazards:

1. No structures shall be built on or within ten feet of any known fault line, or such distance as may be recommended by a licensed engineering geologist.

2. No structure or improvement shall be allowed on any area known to be within an active landslide area.

3. Problems associated with development on or near perched groundwater and shallow groundwater shall be mitigated.

4. For any development proposed in a rock fall hazard zone ~~No structure shall be allowed in any rockfall zone~~ as determined by Utah Geological Survey Special Study 127, a geotechnical engineering report shall acknowledge the existence of the hazard and identify where the proposed development is located within the rockfall hazard zone. ~~unless a site-specific study as outlined in subsections A and B above finds that the proposed structure is not located in a rockfall zone. The site-specific study may redefine the rockfall zone boundary. The adequacy, implementation, and acceptance of the site-specific study shall be determined by the City Engineer or designee.~~ Platted developments must depict the rockfall hazard zone boundary with a notice to property owners on the recorded plat. Prior to receiving building permit approval on properties within a rockfall hazard zone, the property owner shall record a waiver of liability, in a form approved by the City Attorney, that acknowledges the existence of the rockfall hazard and indemnifies~~y~~ the City against any claims, damages, or liabilities resulting from or related to the rockfall hazard zone, any development therein, and any rockfall event affecting the property at any level of severity. ~~should a rockfall event affect the property at any level of severity.~~ ~~as may be amended pursuant to this paragraph, on the recorded plat.~~

5. ~~A~~ In addition to the foregoing, a waiver of liability shall be signed by the property owner and recorded with the county recorder in a form approved by the City Attorney, for any parcel where the geotechnical report identifies the potential existence of any of the above hazards.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-3. Floodplains and streams.

A. *Floodplain study required.* Whenever a proposed building permit or development project is located within 200 feet of Frog Hollow Wash an engineering analysis shall be prepared which identifies the effect of the 100-year flood or floodway on the building or project site. This 100-year identification shall not be required when a flood study has previously been completed for the area by a licensed civil engineer, and when said study clearly identifies the 100-year flood elevations and floodway for the area and project site.

B. *Habitable floor elevation.* Building permits and development plans found to be located within a 100-year floodplain shall be conditioned to require the location of the ground floor of any building a minimum of one foot above the identified 100-year flood. Prior to issuance of final occupancy of any building, a certification shall be prepared by a licensed surveyor or civil engineer, providing the elevation of the lowest habitable floor, noting that the lowest habitable floor is at least one foot above the identified 100-year flood. No buildings shall be allowed within an identified floodway.

C. *Special flood hazard areas.* Development within a special flood hazard area or within 150 feet of a special flood hazard area without an identified floodway as identified on an official flood insurance rate map issued by the Federal Emergency Management Agency shall be required to meet all the requirements of chapter 40, flood damage prevention, of this title.

D. *Prohibited activities.* No person shall disturb, remove, fill, dredge, clear, destroy or alter any stream corridor or identified floodway, except as may be expressly allowed by a valid stream channel alteration permit issued by the state department of natural resources.

E. *Required setbacks.* Setbacks for any building, structure or improvement located within or adjacent to a stream corridor shall comply with the most restrictive setback requirements of either the zoning district in which it is located, the requirements of the state department of natural resources, or the requirements of the U.S. Army Corps of Engineers.

F. *Runoff controls.* All construction and development projects located adjacent to any stream corridor shall apply best management practices as may be required by a federal or state agency with jurisdiction.

G. *Management recommendations.* The City Council, Planning Commission, or Zoning Administrator, as applicable, may request recommendations from any federal, state, or local agencies, or other professionals, prior to deciding on an application required for any permit or approval.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-4. Wetlands.

A. *Applicant responsibility.* The applicant shall be responsible to contact the U.S. Army Corps of Engineers to determine if a project site contains any wetlands, and obtain necessary permits and meet permit specified requirements as may be necessary. A copy of the permit shall be provided to the Zoning Administrator prior to issuance of a notice to proceed.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-5. Important archaeological sites.

The intent of this requirement is to avoid the unnecessary or inadvertent disturbance of prehistoric or historic human remains and to preserve important archaeological site locations wherever possible. Density transfer and/or including the site in an open space set aside are encouraged as a way to avoid disturbance of important sites.

Location of known important archaeological sites is on file with the City Planning Department. Local landowners are likely aware of substantial sites on their land and should include these in the planning process for a parcel.

(Ord. 2014-6, 5-1-2014)

CHAPTER 28. DEVELOPMENT IN AREAS OF SPECIAL CONSIDERATION

Sec. 10-28-1. Purpose.

To further the health, safety, and welfare of the inhabitants of the City and developers of project within the City, development in areas of special consideration shall be undertaken in accordance with the requirements of this chapter to minimize danger to persons and property and to ensure development of lasting value.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-2. Natural hazards and adverse construction conditions.

A. *Report required.*

1. A geotechnical report shall be prepared by a state licensed professional engineer who is trained and experienced in the practice of geotechnical engineering whenever a proposed building permit in an area that has not been reviewed under this chapter or a development project is located on land which falls within any of the identified natural hazards or adverse construction conditions shown on the maps associated with the Geologic Hazards and Adverse Construction Conditions, St. George—Hurricane Metropolitan Area, Washington County, Utah, 2008, by William R. Lund, Tyler R. Knudsen, Garrett S. Vice, and Lucas M. Shaw, Special Study 127 Utah Geological Survey, a division of the Utah Department of Natural Resources.

B. *Report requirements.* The geotechnical report shall include the following:

1. *Conditions and features.* A general description of the topography, drainage conditions and surface vegetation. The report shall include surface features such as rock outcroppings, existing structures, debris, and unstable or wet conditions.
2. *Location map.* A location map showing the footprints of the planned improvements and the exploration locations with elevations.
3. *Subsurface condition evaluation.* An evaluation of the subsurface conditions, including a complete record of the explorations, laboratory test results, and the elevation of the water table, if encountered.
4. *Potential geotechnical constraints.* Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock and caliche, gypsiferous rock and soil, potentially unstable rock or soil units, shallow groundwater, and windblown sand), and recommendations for their mitigation.
5. *Springs and seeps.* The locations of any springs and seeps on the project site, and recommendations concerning the effects of the springs and seeps on the proposed development.
6. *Geotechnical recommendations.* Specific geotechnical recommendations for the design and construction of the proposed project, which shall include the following:
    a. A general assessment of the requirements needing to be met to develop the proposed site.
    b. Site preparation and grading, and the suitability of the on site soils for use as structural fill.
    c. Stable cut and fill slopes, including recommendations concerning the effects of material removal and the introduction of water, both on and off site.

d. Recommendations for foundation type and design criteria, including, but not limited to, bearing capacity of natural or compacted soils, provisions to mitigate the effects of expansive, compressible or collapsible soils, differential settlement and varying soil strength, and the effects of adjacent loads.

e. Anticipated total and differential settlement.

f. Special design and construction considerations, as necessary, such as the excavation and replacement of unsuitable materials, excavation difficulties, stabilization, or special foundation provisions for problem soil conditions.

g. Design criteria for restrained and unrestrained retaining walls.

h. Soil corrosion.

i. Moisture protection and surface drainage.

7. *Design recommendations for walls and fill slopes.* Detailed design recommendations for any planned rockery walls, mechanically stabilized earth (MSE) walls, and/or reinforced fill slopes.

8. *Slope stability analysis.* A detailed slope stability analysis may be required if potentially unstable rock or soil units or slope creep has been identified on the site. The analysis should include, but not be limited to, a determination of shear strength and in some instances residual shear strength, soil saturation, and treatment methods required to provide a minimum safety factor of 1.5 for any slope within the project boundary.

9. *Inspection and certification.* It is strongly recommended that the geotechnical firm for the project also provide inspection, testing, and verification services for all grading, foundations, pavement sections, retaining structures, utility line placement, and backfill and any other construction relating to geotechnical aspects of the development. For real property for which development has proceeded on the basis of a geologic or geotechnical report which has been accepted by the City, no final inspection of a subdivision or other improvements shall be completed or certificate of occupancy issued or performance bond released until the engineering geologist or geotechnical engineering firm who prepared and approved the report provides a letter of compliance, in writing, that the completed improvements and structures conform to the descriptions and requirements contained in said report including any approved revisions.

10. *Geology report.* The Geologic Hazards and Adverse Construction Conditions, St. George—Hurricane Metropolitan Area Washington County, Utah document and maps prepared by the Utah Geological Survey (current edition) shall be reviewed when considering a site for development. A state licensed professional engineering geologist or a state licensed professional engineer who is trained and experienced in the practice of geotechnical engineering shall prepare the geology report. The geology report may be included in the geotechnical report, and shall include the following:

    a. The location and boundaries of the project site and its general geologic setting.

    b. A description of the specific geologic conditions at the site.

    c. Identification of potential geologic hazards (such as faults, landslides, rockfall, flooding and liquefaction).

    d. Conclusions and recommendations regarding the effects of the geologic conditions and any potential hazards on the proposed development, and recommendations to minimize any hazard to life or property, or any adverse impact on the natural environment.

C. *Development standards.* The following minimum standards shall apply to minimize the effect of geologic hazards:

1. No structures shall be built on or within ten feet of any known fault line, or such distance as may be recommended by a licensed engineering geologist.

2. No structure or improvement shall be allowed on any area known to be within an active landslide area.
3. Problems associated with development on or near perched groundwater and shallow groundwater shall be mitigated.
4. For any development proposed in a rock fall hazard zone as determined by Utah Geological Survey Special Study 127, a geotechnical engineering report shall acknowledge the existence of the hazard and identify where the proposed development is located within the rockfall hazard zone. Platted developments must depict the rockfall hazard zone boundary with a notice to property owners on the recorded plat. Prior to receiving building permit approval on properties within a rockfall hazard zone, the property owner shall record a waiver of liability, in a form approved by the City Attorney, that acknowledges the existence of the rockfall hazard and indemnifies the City against any claims, damages, or liabilities resulting from or related to the rockfall hazard zone, any development therein, and any rockfall event affecting the property at any level of severity.
5. In addition to the foregoing, a waiver of liability shall be signed by the property owner and recorded with the county recorder in a form approved by the City Attorney, for any parcel where the geotechnical report identifies the potential existence of any of the above hazards.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-3. Floodplains and streams.

A. *Floodplain study required.* Whenever a proposed building permit or development project is located within 200 feet of Frog Hollow Wash an engineering analysis shall be prepared which identifies the effect of the 100-year flood or floodway on the building or project site. This 100-year identification shall not be required when a flood study has previously been completed for the area by a licensed civil engineer, and when said study clearly identifies the 100-year flood elevations and floodway for the area and project site.

B. *Habitable floor elevation.* Building permits and development plans found to be located within a 100-year floodplain shall be conditioned to require the location of the ground floor of any building a minimum of one foot above the identified 100-year flood. Prior to issuance of final occupancy of any building, a certification shall be prepared by a licensed surveyor or civil engineer, providing the elevation of the lowest habitable floor, noting that the lowest habitable floor is at least one foot above the identified 100-year flood. No buildings shall be allowed within an identified floodway.

C. *Special flood hazard areas.* Development within a special flood hazard area or within 150 feet of a special flood hazard area without an identified floodway as identified on an official flood insurance rate map issued by the Federal Emergency Management Agency shall be required to meet all the requirements of chapter 40, flood damage prevention, of this title.

D. *Prohibited activities.* No person shall disturb, remove, fill, dredge, clear, destroy or alter any stream corridor or identified floodway, except as may be expressly allowed by a valid stream channel alteration permit issued by the state department of natural resources.

E. *Required setbacks.* Setbacks for any building, structure or improvement located within or adjacent to a stream corridor shall comply with the most restrictive setback requirements of either the zoning district in which it is located, the requirements of the state department of natural resources, or the requirements of the U.S. Army Corps of Engineers.

F. *Runoff controls.* All construction and development projects located adjacent to any stream corridor shall apply best management practices as may be required by a federal or state agency with jurisdiction.

G. *Management recommendations.* The City Council, Planning Commission, or Zoning Administrator, as applicable, may request recommendations from any federal, state, or local agencies, or other professionals, prior to deciding on an application required for any permit or approval.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-4. Wetlands.

A. *Applicant responsibility.* The applicant shall be responsible to contact the U.S. Army Corps of Engineers to determine if a project site contains any wetlands, and obtain necessary permits and meet permit specified requirements as may be necessary. A copy of the permit shall be provided to the Zoning Administrator prior to issuance of a notice to proceed.

(Ord. 2014-6, 5-1-2014)

Sec. 10-28-5. Important archaeological sites.

The intent of this requirement is to avoid the unnecessary or inadvertent disturbance of prehistoric or historic human remains and to preserve important archaeological site locations wherever possible. Density transfer and/or including the site in an open space set aside are encouraged as a way to avoid disturbance of important sites.

Location of known important archaeological sites is on file with the City Planning Department. Local landowners are likely aware of substantial sites on their land and should include these in the planning process for a parcel.

(Ord. 2014-6, 5-1-2014)

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**04/17/2025 – City Council**
Application Number:	LUCA25-02
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 28 regarding development standards in rockfall hazard zones.
Recommendation:	Approve
Report Prepared By:	Gary Cupp

Discussion: On November 21, 2024, the City Council approved an update to Title 10, Chapter 28 that established geotechnical and geological reporting requirements in order to develop within rockfall hazard zones mapped by the Utah Geological Survey. Subsequently, on February 6, 2025, a joint work meeting with the Planning Commission and City Council was conducted where staff was directed to further update Chapter 28 to allow a property owner to indemnify the city against any claims, damages, or liabilities resulting from a rockfall event. The update would reduce the level of geotechnical and geological review for developing in rockfall zones than is currently required in the ordinance. Accordingly, staff proposes that section 10-28-2(C)(4) be amended to read as follows:

> *"For any development proposed in a rockfall hazard zone as determined by Utah Geological Survey Special Study 127, a geotechnical engineering report shall acknowledge the existence of the hazard and identify where the proposed development is located within the rockfall hazard zone. Platted developments must depict the rockfall hazard zone boundary with a notice to property owners on the recorded plat. Prior to receiving building permit approval on properties within a rockfall hazard zone, the property owner shall record a waiver of liability, in a form approved by the City Attorney, that acknowledges the existence of the rockfall hazard and indemnifies the City against any claims, damages, or liabilities resulting from or related to the rockfall hazard zone, any development therein, and any rockfall event affecting the property at any level of severity."*

The Planning Commission heard this item at the April 10, 2025, meeting. A public hearing was held and no comments or objections to the proposed code update were received. During the Commission's discussion, commissioners Smith and Farthing questioned the prudence of reducing the geotechnical and geological investigation requirements for construction projects in rockfall zones and expressed concerns about the City's potential liability in the event of property damage or injury caused by a rockfall.

Farthing recommended that the item be tabled so the City Attorney could be present to answer the Commission's questions about the liability implications of the proposed ordinance amendment. Commissioner Iverson felt that these questions were already addressed in the joint work meeting on February 6, 2025, and motioned to send a recommendation to approve the code amendment to the City Council. The motion was seconded and passed with a 5 to 3 vote.

Recommendation:

The City Council should consider the Planning Commission's recommendation and any public comments made at the public hearing. Staff recommends approval of the proposed land use code amendment.

Ordinance No. 2025-07

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTER 28 WITH REGARDS TO ROCKFALL HAZARD ZONES

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 28 of the Hurricane City Code governing development standards in rockfall hazard zones; and

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

WHERAS, the Planning Commission of Hurricane City has recommended approval of the changes;

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 28, Section 10-28-2(C) of the Hurricane City Code is amended to read as follows:

C. *Development standards.* The following minimum standards shall apply to minimize the effect of geologic hazards:

1. No structures shall be built on or within ten feet of any known fault line, or such distance as may be recommended by a licensed engineering geologist.

2. No structure or improvement shall be allowed on any area known to be within an active landslide area.

3. Problems associated with development on or near perched groundwater and shallow groundwater shall be mitigated.

4. For any development proposed in a rockfall hazard zone as determined by Utah Geological Survey Special Study 127, a geotechnical engineering report shall acknowledge the existence of the hazard and identify where the proposed development is located within the rockfall hazard zone. Platted developments must depict the rockfall hazard zone boundary with a notice to property owners on the recorded plat. Prior to receiving building permit approval on properties within a rockfall hazard zone, the property owner shall record a waiver of liability, in a form approved by the City Attorney, that acknowledges the existence of the rockfall hazard and indemnifies the City against any claims, damages, or liabilities resulting from or related to the rockfall hazard zone, any development therein, and any rockfall event affecting the property at any level of severity.

5. In addition to the foregoing, a waiver of liability shall be signed by the property owner and recorded with the county recorder in a form approved by the City Attorney, for any parcel where the geotechnical report identifies the potential existence of any of the above hazards.

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

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

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

3. This Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 17th day, April 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 17th day of April 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, Recorder

STAFF COMMENTS

Item: Consideration and possible approval of contract award for the Dixie Springs Well, Pump Station Project, and the Dixie Springs Well Pump Materials Supply.

Discussion: Mayor and Council members, on 4/15/25 bids were opened for the Dixie Springs Well, Pump Station and the Dixie Springs Well Pump Supply Materials.

We have been working on the Dixie Springs Well project for a long time. Awarding these

bids will allow us to start using Dixie Springs Well. We will be able to supply our own water and reduce the amount of water we purchase from the WCWCD.

The projects ready to award are.

1. Dixie Springs Well Pump Station to Interstate Rock Products. Total bid price of $1,080,639.50
2. Dixie Springs Well Pump Materials Supply to Nickerson Company. Total bid price of $160,558.00

Attached are the bid tabulations and engineer's recommendations for both projects.

Ken Richins.

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

April 15, 2025

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

Re: Dixie Springs Well Pump Station Project Bid

Dear Ken:

Bids were received for the Dixie Springs Well Pump Station Project April 15, 2025, at 2:00 p.m. at the Hurricane City offices. One bid was received for the project from Interstate Rock Products. After reviewing the submitted bid, we recommend approval of Interstate Rock Products, Inc., to be the contractor for the Dixie Springs Well Pump Station Project at the total bid price of $1,080,639.50 The bid tabulation is attached for your reference.

Let me know if I can provide any additional information.

Sincerely,

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

Encl: Bid Tabulation Sheet

CITY OF HURRICANE
DIXIE SPRINGS WELL PUMP STATION PROJECT
BID TABULATION - APRIL 15, 2025

BID SCHEDULE - DIXIE SPRINGS WELL PUMP STATION PROJECT

				Interstate Rock	
Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**
1	Moblization	1	L.S.	$56,900.00	$56,900.00
2	Site Work	1	L.S.	$9,150.00	$9,150.00
3	Furnish and Install Well Pump Station	1	L.S.	$878,000.00	$878,000.00
4	Furnish and Install Generator Pad	243	S.F.	$30.50	$7,411.50
5	Furnish and Install 10" D.I. Pipe with Poly Sock	38	L.F.	$290.00	$11,020.00
6	Furnish and Install 8" D.I. Pipe with Poly Sock	43	L.F.	$190.00	$8,170.00
7	Furnish and Install 8" SDR-35 PVC Drain Line	34	L.F.	$82.00	$2,788.00
8	Furnish and Install 10" D.I. 45° Elbow	1	Each	$1,050.00	$1,050.00
9	Furnish and Install 10" Gate Valve	1	Each	$6,100.00	$6,100.00
10	Furnish and Install 8" Gate Valve	1	Each	$4,400.00	$4,400.00
11	Furnish and Install Tie-In to 16" Tank Inlet Pipe	1	Each	$11,300.00	$11,300.00
12	Furnish and Install Tie-In to 16" Tank Drain Pipe	1	Each	$8,500.00	$8,500.00
13	Furnish and Install Connection from Existing Pipeline to Pump Station for Chlorine Analyzer	1	L.F.	$7,400.00	$7,400.00
14	Furnish and Install Electrical Conduit to Tank	1	L.S.	$9,850.00	$9,850.00
15	Furnish and Inatall 16" Check Valve Assembly	1	L.S.	$47,800.00	$47,800.00
16	Furnish and Install Concrete Headwall	1	Each	$10,800.00	$10,800.00
		Total Bid Schedule			**$1,080,639.50**

ALPHA ENGINEERING

ALPHA ENGINEERING

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

April 15, 2025

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

Re: Dixie Springs Well Pump Materials Supply

Dear Ken:

Bids were received for the Dixie Springs Well Pump Materials Supply project on April 14, 2025. Two bids were received for the project from Nickerson Company and Gardner Brothers Drilling. After reviewing the submitted bids, we recommend approval of the lowest bidder, Nickerson Company, to be the pump supplier for the Dixie Springs Well Pump Supply Project at the total bid price of $160,588.00 The bid tabulation is attached for your reference.

Let me know if I can provide any additional information.

Sincerely,

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

Encl: Bid Tabulation

CITY OF HURRICANE
DIXIE SPRINGS WELL PUMP SUPPLY PROJECT
BID TABULATION - APRIL 14, 2025

BID SCHEDULE - DIXIE SPRINGS WELL PUMP SUPPLY PROJECT

				Nickerson Company		Gardner Brothers Drilling	
Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Furnish and Install Vertical Line Shaft Pump, Discharge Head and Motor for Dixie Springs Well	1	Each	$160,588.00	$160,588.00	$162,000.00	$162,000.00
	Total Bid Schedule				**$160,588.00**		**$162,000.00**

ALPHA ENGINEERING

The City of Hurricane

Dixie Springs Well - Well Equipment

Preliminary Engineer's Opinion of Probable Cost

January 28, 2025

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization (5%)	1	L.S.	$51,060.00	$51,060.00
2	Site Work	1	L.S.	$4,500.00	$4,500.00
3	Structures	1	L.S.	$300,000.00	$300,000.00
4	Well Housing Concrete Pad (24" x 11')	10	CY	$400.00	$4,000.00
5	Pump House Piping and Appurtenances	1	L.S.	$185,000.00	$185,000.00
6	Chlorination System	1	L.S.	$34,000.00	$34,000.00
7	Electrical	1	L.S.	$197,000.00	$197,000.00
8	Furnish & Install Vertical Line Shaft Pump, Discharge Head, and Motor for Dixie Springs Well	1	L.S.	$125,000.00	$125,000.00
9	Furnish & Install 10" D.I. Pipe with Poly Sock	43	L.F.	$129.00	$5,547.00
10	Furnish & Install 8" D.I. Pipe with Poly Sock	37	L.F.	$122.00	$4,514.00
11	Furnish & Install 10" D.I. 45° Elbow	2	Each	$1,112.00	$2,224.00
12	Furnish & Install 10" Gate Valve	1	Each	$5,145.00	$5,145.00
13	Furnish & Install 8" Gate Valve	1	Each	$3,815.00	$3,815.00
14	Furnish & Install 10" Dismantling Joint	1	Each	$3,330.00	$3,330.00
15	Furnish & Install 1" Air Vac	1	Each	$1,400.00	$1,400.00
16	Furnish and Install Tie-in to 16" Pipe	2	Each	$45,500.00	$91,000.00
17	Connect HDPE Sleeve to Existing Manhole to Chlorine Analyzer	1	L.S.	$1,150.00	$1,150.00
18	Furnish and Install 16" Check Valve Assembly	1	L.S.	$53,500.00	$53,500.00
				Total of Base Bid Schedule	**$1,072,185.00**
				10% Contingency	$107,218.50
				Total	**$1,179,403.50**

ALPHA ENGINEERING