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

August 21, 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 p.m. Work Meeting

Agenda Summary

1. Discussion regarding water rates for failing infrastructure

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for July 3, 2025

Presentation from Red Rock Media regarding the 4th of July Firework Show

Presentation from the Small Business Development Center

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 an **amendment to the Kachina Ridge Development Agreement** - Kent Stephens

NEW BUSINESS

1. Consideration and possible approval of a **proclamation designating September 17 through 23 as Constitution Week** - Karen Shuman, Daughters of American Revolution
2. Consideration and possible approval of **Resolution 2025-32 appointing Lacee Jessop to the Airport Board**
3. Consideration and possible approval of **adding Dave Zundel as the contact person** for the SUU MOU
4. Consideration and possible approval to **accept a FAA grant** to design the reconstruction of the south apron
5. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-07**, a proposed zone change for portions of the future Hurricane Civic Center property, located between the current city offices and 1150 W, from Single Family Residential R1-10 and Public Facility to Single Family Residential R1-4, Public Facility, and General Commercial; Parcel Numbers H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, H-3-1-34-4332; Hurricane City, Applicant. - Gary Cupp
6. Consideration and possible approval of **local consent for a full service liquor restaurant license for Coral Cliffs Entertainment**
7. Consideration and possible approval of **local consent for a full service liquor restaurant license for Applebee's**
8. Consideration and possible approval of a **Development Agreement with Pops Chips and Salsa**
9. Discussion about the **new traffic flow on 100 North** - Dan Zaleski
10. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-08**, a proposed zone change request located at 3000 W 400 N from Single Family Residential R1-8 to Single Family Residential R1-6 and Multiple Family RM-2; Parcel number H-3-1-31-3000; Chase Stratton, Applicant.
11. Consideration and possible approval of **Resolution 2025-33 amending the fees for Community Center Programs and Youth Sports -** Tiffani Wright
12. Discussion on **gym rental space for club ball groups** - Tiffani Wright
13. Consideration and possible approval of **Ordinance 2025-18 to create Title 9 Chapter 7 and to amend Title 10 Section 10-7-23** regarding MS4 storm water control regulations; Land Use Code Amendment No. LUCA25-09; Hurricane City, Applicant. -Gary Cupp
14. Consideration and possible approval of an **amended tuition policy for employees** - Sel Lovell
15. Consideration and possible approval of c**onsultant selection for the design of 100 South** - Arthur LeBaron
16. Consideration and possible approval of c**onsultant selection for the design of 650 South** - Arthur LeBaron

17. Consideration and possible approval of c**onsultant selection for the design of 1400 West** - Arthur LeBaron
18. Consideration and possible approval of c**onsultant selection for the design of the Sand Hollow State Park South Access** - Arthur LeBaron
19. Mayor, Council, and staff reports
20. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

I hereby certify that the above notice was posted to the city website, (www.cityofhurricane.com) posted to the state public notice website, and at the following locations:
1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

Agenda Summary for Hurricane City Council August 21, 2025

3:30 p.m. Work Meeting

1. Discussion regarding water rates for failing infrastructure.
    a. The Hurricane City board has been working on what to do about water rates to come up with enough income to finance the repairs of the failed pipe in the Dixie Springs area. Most of our repair and maintenance budget is dedicated to the Dixie Springs area. We reached out to the manufacturer with a claim to see if they could help. They told us they would not. The water pipe was advertised saying it had an 80 + year life span. The actual warranty is 1 year after sale of the pipe. A large amount of pipe isn't even wet before the warranty is void. The pipe was installed around 2005.
    We have brought this up at least 3 times at the annual local legislator's breakfast. The best suggestion they gave us was to apply to the board of water resources for a loan. It looks like we will need an additional income of around $1,000,000 just to make payments on the estimated$ 24,000,000 loan needed for the repairs.
    Alpha Engineering put together the attached projects and estimates, some time has passed since they were completed, with continual inflation these numbers are probably low, but they do give us ballpark numbers we can work with.
    We have a wonderful water board, they are very concerned about how raising rates can affect our citizens, from the young families just starting out to the everyday water user. Also, for the fixed income users that are struggling to keep their heads above water, with continual raising of life sustaining services like food power and water bills and everything else.
    Hopefully in this work meeting, we can receive guidance from city council. This problem is not going away, if you look at the amount per year, we are spending on repairs at Dixie Springs and how fast it is increasing. We need to start something soon.

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes of the Regular City Council Meeting for July 3, 2025

Presentation from Red Rock Media regarding the 4th of July Firework Show

Presentation from the Small Business Development Center

Old Business

1. This item was discussed on August 7, 2025, with only three Council members present, and was continued to this meeting. This item is a request by HS Properties, LLC to adjust and extend the termination date within the Kachina Ridge Development Agreement. The subject property is 75.9 acres on the Hurricane Hill north of Highway 59.

   The existing Agreement was approved by the Council on December 3, 2021, in conjunction with a zone change rezoning the property to Planned Commercial. In addition to the standard requirements that the developer bring utilities to the property, the Agreement requires that the developer design and construct intersection improvements on SR-59 to UDOT standards, including over/underpass, traffic signals, turn lanes, and other right-of-way improvements. The Agreement also states that the City Council has the option to terminate the Agreement if the final plat for the property has not been recorded by December 3, 2028. The developer has been working with UDOT to complete a design for the highway interchange, but the process has been moving slowly and has suffered some setbacks. The developer's request is that the Agreement be amended to give the Council the option to terminate if a preliminary plat has not been approved by the City by December 3, 2028, instead of requiring the recording of a final plat before the termination option is available. This amendment would avoid the potential situation where a preliminary plat has been approved and construction has started on the development, but the final plat is not recorded by the deadline, giving the Council the contractual ability to terminate the Agreement mid-development.

   At the meeting on August 7th meeting, some of the Council was open to approving the request, while others were not, or wanted additional information. One of the primary concerns with the request was that it would encourage a project to move forward that would exacerbate an existing traffic problem on Main Street between SR-9 and SR-59. Another view was that the zone change approved in 2021 ignored the lack of public infrastructure to support the new zone, so allowing the approval to expire under the terms of the development agreement would be consistent with the deal that was struck in 2021 and would be in line with zoning policy that generally requires public facilities to support zone changes. It was also requested by some of the Council present on August 7th that, if an amendment was approved, that the Council be given authority to approve a preliminary plat instead of the Planning Commission.

   If the Council chooses to amend the agreement, an amendment is included in the packet that will effectively make the following redlined changes to the existing agreement.

   Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event ~~the final plat~~ a preliminary plat for the Property has not been ~~recorded in the Office of the Washington County Recorder within seven (7) years from the date of this Agreement~~ approved by the Hurricane City Council on or before December 3, 2028 (the "Term"), or upon the occurrence of an event of default of this

Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer). ~~The Term may be extended by mutual agreement of the Parties.~~ The Hurricane City Council's option to terminate the Agreement for failure to secure preliminary plat approval within the Term may be exercised by a Resolution adopted by the Council setting forth the grounds for the termination. Each party consents that the Hurricane City Council shall act as the land use authority approving preliminary plats for the Property for as long as the Property is subject to this Agreement. Any termination of the Agreement shall result in the Property's zoning to revert back to the zoning that existed prior to this Agreement. – Dayton Hall

New Business

1. The Daughters of the American Revolution request that all Washington County communities annually approve a proclamation designating September 17 through 23 as Constitution Week, in honor of the anniversary of the drafting of the Constitution of the United States of America. – Cindy Beteag

2. Dave Zundel, who was previously appointed to the Airport Board, has since been hired as the Airport Manager, creating a vacancy on the board. The Airport Board will meet on Tuesday to make a recommendation to the Council regarding his replacement, and Lacee Jessop has been recommended to fill the position. – Cindy Beteag

3. There is currently a Memorandum of Understanding (MOU) with Hurricane City and SUU that designates a City contact person. Since Dave Zundell has been hired as the new Airport Manager, he needs to be appointed as the City's contact. The Airport Board will make a recommendation regarding this appointment at their meeting next Tuesday. – Cindy Beteag

4. The City submitted a Project Application to the FAA on April 7, 2025, requesting federal funding for a project at General Dick Stout Field. The FAA has approved the project, which involves the design phase for reconstructing the south apron, as detailed in the application. The governing body must authorize execution of the grant. The Airport Board will review this item at their meeting next Tuesday and provide a recommendation to the Council.

5. Hurricane City is initiating a zone change on 20 acres located along 100 N between 870 W and 1150 W adjacent to, and including, the property housing the existing city offices. The proposed zone change is in preparation for development of the Hurricane City Civic Center Project. The police department has grown significantly and is currently housed in an aging, inadequate building that was not designed for use as a police station. Similarly, city administration has outgrown existing administrative office space. Therefore, rezoning the property is critical for beginning construction of a new police

station and city hall in order to meet the City's current and future municipal needs. Multiple community workshops, surveys, and public outreach initiatives aimed at gathering input on the future use of the site were conducted, and that input was carefully considered in advance of this action. The proposed zoning also reflects the City's goal of creating a centralized civic hub that integrates essential community services with commercial and residential uses that are intended to offset the financial burden on the taxpayers for construction of these new public facilities. At a joint work meeting with the Planning Commission on June 19, 2025, the City Council directed staff to proceed with a zone change application for the Hurricane City Civic Center Project with the following proposed zoning designations:

(Note: the acreages are approximations that will need to be adjusted to best fit the 20-acre property.)

- Approximately 3 acres to be rezoned from the existing Single Family Residential R1-10 to Single Family Residential R1-4.
- Approximately 8 acres to be rezoned to Public Facility (PF) to accommodate a new police station, city administrative offices, parking areas, and public park space.
- Approximately 5 acres to be rezoned to General Commercial (GC) for future commercial development along the prominent 100 North corridor.
- The remaining approximately 4 acres of the property north of the current city offices will essentially retain its mostly Single Family Residential R1-10 zoning designation for the present time; although, it will likely be rezoned in the future to accommodate a future component of the Civic Center master plan.
- No Planned Development Overlay ("PDO") is proposed at this time.

Planning Commission Meeting

A public hearing on the proposed zone change was held at the July 10, 2025, Planning Commission meeting. Twelve (12) verbal public comments were received at the hearing, and five (5) written comments were also received. All the comments were in opposition to the zone change, particularly, in respect to the R1-4 and commercial zones. The public objections included concerns about negative impacts to adjacent neighbors from high density housing, traffic, parking, and increased enrollment at nearby schools. Notwithstanding, many of the public in attendance did express support for approval of the Public Facility zone and construction of the new police station and city offices. During the Planning Commission's discussion of the item, the commissioners shared the public's concerns regarding the proposed R1-4 and commercial zones. Michelle Smith thought R1-4 would create parking issues. Kelby Iverson stated that none of the property should be rezoned to R1-4, and that the proposed park areas should be zoned Open Space instead of Public Facility. Amy Werrett recommended approval of the Public Facility zone but does not want the commercial and R1-4 zones. Ralph Ballard suggested roadways should be incorporated in the park and commercial areas to relieve traffic impacts. Ralph Ballard also asked if the R1-4 lots were to be sold or rented. Staff replied that based on the last work

meeting with the City Council none of the property was currently being considered for sale, to which Councilman Thomas stated that the R1-4 area has always been intended to be sold. Ralph Ballard and Mark Sampson both asked if there were any detailed development plans for the R1-4 and commercial sites. Staff replied that there are no imminent plans for any of the site except for the construction of the new police station and city offices. The Planning Commission voted 4 to 2 to make the following recommendations to the City Council regarding the proposed zone change:

- The Planning Commission recommends that only the Public Facility zone be approved at this time, with the rest of the property to remain in its existing R1-10 zoning classification.
- The Planning Commission requests more discussion with the City Council before approval of any commercial or R1-4 zones on the Civic Center property.
- The Planning Commission recommends that no commercial or R1-4 zones be approved on the Civic Center property without a traffic study and a specific development plan being in place for such zones.
- The Planning Commission recommends that the park areas shown on the Civic Center master plan should be zoned Open Space instead of Public Facility.

Findings: *Staff finds that the request adequately satisfies the four approval standards for zone changes:*

a. ***Is the proposed amendment consistent with the goals, objectives, and policies of the city's General Plan?*** The Future Land Use Map for this area designates the property as "Public Use" and "Multifamily," with which the inclusion of the proposed R1-4 zoning and civic uses of the property will be compatible. Additionally, the General Plan encourages the appropriate use of land and the efficient placement of public facilities to support the City's growth and service needs. By consolidating municipal services, such as a new police station, city offices, and park space, into a centralized location, the City is implementing the General Plan's objective to provide needed public infrastructure cost-effectively. The inclusion of R-1-4 zoning is intended to introduce more flexible residential options that support the Moderate Income Housing Plan's goal to diversify housing types and affordability. Additionally, the General Commercial zoning along the 100 North corridor will further develop an economic area of the City that is consistent with the General Plan's strategy to promote commercial development in appropriate, high-visibility locations. The zone change reflects a balanced approach to land use planning that supports civic, residential, and economic priorities while also incorporating the public input that was gathered through previous community-outreach surveys.
b. ***Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?*** The proposed amendment is harmonious with the character of existing development in the vicinity of the subject property. The areas surrounding the site include a mix of public facilities, residential neighborhoods, and commercial uses, making it well-suited for the

proposed combination of civic, residential, and commercial zoning. The planned civic improvements, including a new police station and city offices, would be a natural extension of the existing municipal presence in the area. The R1-4 zone will introduce single-family homes on smaller lots, which provides more housing options in the community. Additionally, the commercial zoning along the 100 North corridor is compatible with surrounding commercial uses and will enhance that corridor's role as an economic and transportation route.

c. ***Will the proposed amendment adversely affect adjacent property?*** The proposed amendment is not expected to adversely affect adjacent properties. Each component of the civic center master plan has been designed to ensure compatibility with surrounding land uses. The Public Facility zoning will support essential municipal functions, such as a police station, city offices, and park space, which are generally considered compatible with both the residential and commercial neighbors. The Single Family Residential R1-4 zoning will allow for smaller single-family lots at a moderate density that will serve as a reasonable transition from the larger lot developments nearby. The commercial zoning is proposed along 100 North, which is a major roadway already developed with, and suited for, commercial activity. As proposed, the amendment is designed to integrate with adjacent development.

d. ***Are public facilities and services adequate to serve the subject property?*** The subject property is centrally located within a developed area and currently has access to all necessary public utilities and services. Existing infrastructure, including water, sewer, power, and roads, is available onsite or immediately adjacent to the site.

Recommendation: ***Based on the project findings, staff recommends approval of the zone change as proposed.*** But, staff recognizes the Planning Commission's concerns regarding the lack of specific development plans for the commercial and residential aspects of the master plan, and would also support rezoning for only the Public Facility portions of the master plan. – Gary Cupp

6. Coral Cliffs Entertainment is currently constructing a complex that will include a food establishment, bowling, and other activities. They are requesting a full-service restaurant liquor license. Staff has completed a background check on the individual overseeing daily operations and has no concerns with issuing the license. A separate business license will be required for the building before construction is complete. – Cindy Beteag

7. Applebee's is currently building a new location in Hurricane and offers beer and spirits on its menu. They are requesting local consent for a full-service restaurant liquor license. Staff has completed a background check on the individual overseeing daily operations and has no concerns with granting local consent. – Cindy Beteag

8. At the City Council meeting on August 7, 2025, the Council discussed the possibility of permitting commercial kitchens in residential zones as a home-based business. The discussion was triggered by the Altenas' business called Pop's Chips and Salsa. Due to the way businesses are classified by the State, the Altenas' production of salsa required a commercial license, which the City Code does not permit as a home-based business. Instead of a general code amendment to allow all businesses classified as commercial kitchens to operate as a home-based business, it was suggested that a development agreement permitting the use for the Altenas would be more appropriate. Based on that suggestion, this agenda item is for the possible approval of such a development agreement for the Altenas' property. The proposed agreement limits the use of the kitchen to the production of chips and salsa, it requires compliance with all other requirements of home-based businesses, it requires Building Official approval of the kitchen, it does not allow the expansion of the kitchen beyond its current size, and the ability to operate a commercial kitchen shall terminate when the Altenas no longer own the property. – Dayton Hall

9. Mr. Zaleski addressed the Council at the last meeting during public forum. One concern that was brought up was the change in traffic control for the intersection at 100 N Main Street. Prior to the project the North-South movement was prioritized and the East-West movement was stopped. During the design of the project a traffic analysis was completed at the key intersections of 100 North Main as well as 200 West 100 North. It was determined that the East-West movement had higher numbers at 100 North Main, and should thus be prioritized over the North-South Movement. Additionally, it was determined that the traffic on 200 West was essentially balanced during the study period, so a 4-Way stop control has been implemented at that intersection.

   Another issue that was brought up is the location of stop signs at Main Street. Since the last Council meeting the stop signs have been installed and they are very visible and effective.

   I have received several comments about the bulbouts that are being installed. I first want to reiterate that the bulbouts are part of the approved downtown master plan. They are an important intersection element of downtown streets for a few reasons:
   *Bulbouts reduce the crossing length for pedestrians, increasing pedestrian safety.
   *Bulbouts have a traffic calming effect at intersections.
   *Bulbouts help prohibit parking in close proximity to a corner, thus maximizing sight distance and intersection safety.

   The design for this project has been very thoughtful and the repercussions of these traffic control decisions have been weighed by Public Works and Engineering Staff prior to being implemented and Staff stands behind the decisions that have been made. - Arthur LeBaron

10. The applicant is requesting a zone change from Single Family Residential R1-8 to Single Family Residential R1-6 and Multiple Family Residential RM-2 for property located east of the existing Lava Knolls subdivision. In 2022, the applicant transferred 8.74 acres within the planned subdivision to the Washington County School District for use as a future elementary school, which required a redesign of the later phases of the development. As part of this redesign, the applicant proposes to rezone approximately 12 acres from R1-8 to R1-6, and 2.756 acres from R1-8 to RM-2.

    Planning Commission Meeting
    A public hearing on the proposed zone change was held at the August 14, 2025, Planning Commission meeting and no public comments or objections to the proposed zone change were received. The Planning Commission had no concerns about the proposal nor any discussion on the matter and voted unanimously to recommend approval of the zone change by the City Council. – Gary Cupp

    Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes:

    a. ***Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?*** The General Plan Map shows this area as "Single Family," which intends for development to be consistent with the following description:

    "These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6."

    The change to R1-6 would be compliant with the General Plan Map; however, the RM-2 portion would not. Notwithstanding, this is an area of town with several townhome developments underway and it is near major roadways and schools. Furthermore, the General Plan encourages a range of housing types and densities in appropriate locations, such as close to schools and commercial developments like Walmart, to support population growth and provide increased housing choice. The proposed mix of R1-6 and RM-2 zoning introduces additional flexibility in housing types, while still maintaining compatibility with surrounding development. Thus, staff finds the zone change request to be substantially consistent with the General Plan.

    b. ***Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?*** The proposed zoning is harmonious with the character of existing development in the vicinity. The area is adjacent to the existing Lava Knolls subdivision, which includes single-family residential development. The proposed R1-6 zoning maintains a similar residential character, while the limited RM-2 zoning (2.756 acres) is modest in scale and is adjacent to other planned townhome developments.

c. ***Will the proposed amendment adversely affect the adjacent property?*** The proposed amendment is unlikely to adversely affect adjacent properties. At this time, most of the adjacent property is undeveloped. The new school planned for the area is likely to have a larger use impact than this planned residential development. Major planned roadways in the area will mitigate any traffic concerns from the residential development. As discussed below in the staff comments, the proposed site plan is less dense than what was originally proposed for the area, and if the density depicted in the conceptual site plan is formalized through a development agreement, it would assure a lower development impact.

d. ***Are public facilities and services adequate to serve the subject property?*** All public utilities are in the immediate vicinity and are adequate to serve the subject property.

Recommendation: Staff recommends approval of the requested zone change. – Gary Cupp

11. This resolution proposes an increase in fees for select recreation programs and sports. The adjustment is necessary for two primary reasons:
    - Outdated Fee Structure – Several programs have been running for nearly 20 years without any fee increase, despite rising operational costs.
    - Improved Staffing Quality – We aim to hire older, more experienced youth staff and referees. Offering only minimum wage is not competitive for the age group we are seeking. A modest fee increase will allow for slightly higher wages, which we anticipate will attract and retain more skilled, reliable employees and improve overall program quality. – Tiffani Wright

12. I am seeking the council's guidance on rental pricing for the new Fourplex gymnasium and the Lichfield gym. Our current rental rates (per hour) are:
    - Full court: $30 (resident) / $40 (non-resident)
    - Half court: $20 (resident) / $25 (non-resident)

    I would like your direction on whether we should:
    - Maintain current rates for private tournament rentals.
    - Offer a lower rate to Hurricane-based teams reserving courts.
    - Provide bulk discounts to clubs reserving courts over an extended period.
    - Introduce a nonprofit rate for groups with a verified 501(c)(3) status.

    Your input will help us establish consistent and fair rental guidelines moving forward. – Tiffani Wright

13. In 1990, EPA established Phase I of the National Pollutant Discharge Elimination System (NPDES) stormwater program. The Utah Pollutant Discharge Elimination System (UPDES) is the Utah version of NPDES, which is the permit system mandated by § 402 of the

Clean Water Act to control pollutants in waters of the U.S. Cities that exceed a certain population threshold must comply with the UPDES by adopting Municipal Separate Storm Sewer System (MS4s) Permit standards that regulate stormwater discharges withing its jurisdiction. An MS4 system is defined as a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains. It also is used to describe the owner/operator of that system (i.e., Hurricane City). Each MS4 entity is responsible for maintaining and controlling pollutants that enter their storm water system. The City of Hurricane was recently designated as an MS4 municipality and must therefore comply with the UPDES storm water requirements. Accordingly, the City Code is proposed to be updated with the addition of a new chapter entitled "Title 9, Chapter 7 – Storm Water Management."

Planning Commission Meeting

A public hearing on the proposed code update was held at the August 14, 2025, Planning Commission meeting and no public comments or objections to the proposed ordinance amendment were received. The Planning Commission asked staff questions relating to the purposes of MS4 regulations and discussed the obligation of the City to create this ordinance in order to comply with State and Federal law. The Planning Commission voted unanimously to recommend approval of the code update by the City Council.

Recommendation: Staff recommends approval of the proposed land use code amendment. – Gary Cupp

14. Attached is the updated tuition aid policy for Hurricane City employees with guidelines on the administration of funds and its use. This policy was updated following a request by the Hurricane City Council at the budget approval meeting earlier this year. – Sel Lovell

15. The 100 South project includes the reconstruction of the road and utilities, together with new asphalt, curb and gutter, and landscaping improvements. The City received 8 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.

    Findings: Here is a summary of the respondents and their scores:

J-U-B Engineers	94.48
Red Plains Professionals	92.19
American Consulting	92.02
Jones & DeMille	91.63
Sunrise Engineering	90.45
Rosenberg Associates	89.45
ProValue Engineering	81.63
Alpha Engineering	81.46

Recommendation: The selection committee recommends J-U-B Engineers as the consultant for the 100 South project. – Arthur LeBaron

16. The 650 South project includes the reconstruction of the road and utilities, together with new asphalt, curb and gutter, and landscaping improvements. The City received 10 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.

    Findings: The consultants and their respective scores are as follows:

Sunrise Engineering	93.50
Collins Engineers	91.33
Civil Science	90.67
Kimley Horn	90.33
Rosenberg Associates	88.67
American Consulting	86.67
Jones & DeMille	85.00
Red Plains Professionals	82.67
ProValue Engineering	77.33
Alpha Engineering	76.00

    Recommendation: The selection committee recommends Sunrise Engineering as the design consultant for 650 South project. – Arthur LeBaron

17. The 1400 West project includes constructing a new portion of 1400 West between 400 South and SR-9. Also included is the design of the south half of 150 South that would complete the connection between 1515 West and Ace Hardware. The City received 10 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.

    Findings: The consultants and their respective scores are as follows:

Rosenberg Associates	96.75
Mainline Engineering	95.00
Kimley Horn	92.67
Sunrise Engineering	91.33
J-U-B Engineers	91.00
American Consulting	90.67
Jones & DeMille	88.33
Red Plains Professionals	84.00
Pro-Value Engineering	79.00
Alpha Engineering	76.00

Recommendation: The selection committee recommends that Rosenberg Associates be selected as the design consultant for the 1400 West project. – Arthur LeBaron

18. Hurricane City has partnered with Utah State Parks, Washington County Water Conservancy District, and UDOT to build a second access into Sand Hollow State Park at Exit 19 (3200 West) off of SR-7. This is the interchange located on the South side of Sand Hollow Reservoir at what is known as the "Green Gate". The City has secured $2,000,000 in funding from the Utah Outdoor Recreation Initiative that will be coupled with funding from Utah State Parks to finish the interchange, build the necessary portion of 3200 West Street, and site improvements for a second entry station into the park.

    The design of the project has been advertised and the City received statements of qualifications from 5 firms. A selection committee consisting of personnel from each of the stakeholders has deliberated over the submittals scored each of the consultants.

    Findings: The consultants and their corresponding scores are listed as follows:

    Avenue Consultants 92.75
    Horrocks Engineers 92.50
    Civil Science 90.75
    J-U-B Engineers 83.00
    Meridian Engineering 72.50

    As can be seen, it was a tight race between the top 3, and particularly close between the top 2.

    Recommendation: The selection team recommends Avenue Consultants as the design lead for this project. The next step will be to enter into negotiations for scope and fee and we will be back to the City Council for an approval on the fee. – Arthur LeBaron
19. Mayor, Council, and staff reports.

20. Closed Meeting upon request.

Pre City Council Work Meeting 8/21/2025

Packet for Dixie Springs area failed (High Density Polyethylene Pipe) HDPE.

The Hurricane City board has been working on what to do about water rates to come up with enough income to finance the repairs of the failed pipe in the Dixie Springs area.

Most of our repair and maintenance budget is dedicated to the Dixie Springs area. We reached out to the manufacturer with a claim to see if they could help. They told us they would not. The water pipe was advertised saying it had an 80 + year life span. The actual warranty is 1 year after sale of the pipe. A large amount of pipe isn't even wet before the warranty is void. The pipe was installed around 2005.

We have brought this up at least 3 times at the annual local legislator's breakfast. The best suggestion they gave us was to apply to the board of water resources for a loan. It looks like we will need an additional income of around $1,000,000 just to make payments on the estimated $ 24,000,000 loan needed for the repairs.

Alpha Engineering put together the attached projects and estimates, some time has passed since they were completed, with continual inflation these numbers are probably low, but they do give us ballpark numbers we can work with.

We have a wonderful water board, they are very concerned about how raising rates can affect our citizens, from the young families just starting out to the everyday water user. Also, for the fixed income users that are struggling to keep their heads above water, with continual raising of life sustaining services like food power and water bills and everything else.

Hopefully in this work meeting, we can receive guidance from city council. This problem is not going away, if you look at the amount per year, we are spending on repairs at Dixie springs and how fast it is increasing. We need to start something soon.

City of Hurricane
HDPE Water System Replacement
Summary
January 24, 2024

Hurricane City Pipeline Repair Cost to Date	Cost
2008	$ 1,752.10
2009	$ 1,247.80
2010	$ 4,551.81
2011	$ -
2012	$ 13,318.45
2013	$ 4,488.98
2014	$ 8,114.07
2015	$ 17,232.93
2016	$ 35,678.29
2017	$ 51,132.10
2018	$ 46,784.31
2019	$ 59,246.81
2020	$ 36,145.90
2021	$ 77,716.70
2022	$ 135,078.71
2023	$ 209,688.17
Total	$ 702,177.13

Completed Pipeline Replacement Projects	Cost
Dixie Springs Phase 1	$1,289,186.77
Engineering and Construction Management	$154,702.41
Sand Hollow Road	$526,500.00
Engineering and Construction Management	$63,180.00
Total	$2,033,569.18

Proposed Pipeline Replacement Projects	Cost Estimate
Dixie Springs Phase 2	$4,734,918.82
Sand Hollow Subdivsion	$5,599,958.60
Sand Hollow Transmission Line	$6,627,332.80
Dixie Springs Transmission Line	$1,549,149.90
Elim Valley Subdivision	$2,462,289.40
Elim Valley Transmission Line	$590,846.00
Total	$21,564,495.52

Total Repair and Replacement Cost	$ 24,300,241.83

ALPHA ENGINEERING

City of Hurricane
Dixie Springs Phase 1 Water System Replacement Project
Bid Tabulation
October 29, 2019

BID SCHEDULE

				Progressive Contracting		Precision Contractors		Interstate Rock		Terry Brotherson Excavating		Condie Construction		JP Excavating		Native Sun Construction	
Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	L.S.	$87,000.00	$87,000.00	$64,555.00	$64,555.00	$40,000.00	$40,000.00	$93,040.00	$93,040.00	$153,300.00	$153,300.00	$125,000.00	$125,000.00	$154,990.00	$154,990.00
2	Removals	1	L.S.	$28,296.75	$28,296.75	$19,665.00	$19,665.00	$5,547.44	$5,547.44	$15,000.00	$15,000.00	$68,550.00	$68,550.00	$25,000.00	$25,000.00	$37,562.00	$37,562.00
3	Furnish & Install 8-Inch C-900 PVC Culinary Water Pipe	13,814	L.F.	$28.93	$399,639.02	$25.40	$350,875.60	$32.23	$445,225.22	$30.08	$415,525.12	$26.35	$363,998.90	$32.00	$442,048.00	$105.53	$1,457,791.42
4	Furnish & Install 18-Inch Butterfly Valve	2	Each	$6,637.04	$13,274.08	$4,592.68	$9,185.36	$4,966.95	$9,933.90	$5,375.04	$10,750.08	$4,690.00	$9,380.00	$6,000.00	$12,000.00	$8,825.50	$17,651.00
5	Furnish & Install 8-Inch Gate Valve	78	Each	$2,666.50	$207,987.00	$2,100.19	$163,814.82	$2,143.28	$167,175.84	$1,858.22	$144,941.16	$2,190.00	$170,820.00	$2,000.00	$156,000.00	$2,120.45	$165,395.10
6	Furnish & Install 18" x 18" x 8" x 8" Cross	1	Each	$6,326.19	$6,326.19	$14,751.18	$14,751.18	$4,861.01	$4,861.01	$4,211.08	$4,211.08	$3,625.00	$3,625.00	$5,500.00	$5,500.00	$6,670.00	$6,670.00
7	Furnish & Install 8" x 8" x 8" x 8" Cross	6	Each	$1,596.06	$9,576.36	$681.21	$4,087.26	$985.29	$5,911.74	$1,085.54	$6,513.24	$815.00	$4,890.00	$1,300.00	$7,800.00	$1,940.00	$11,640.00
8	Furnish & Install 8" x 8" x 8" x 8" Tee	17	Each	$1,467.70	$24,950.90	$545.33	$9,270.61	$856.41	$14,558.97	$672.98	$11,440.66	$660.00	$11,220.00	$1,000.00	$17,000.00	$1,492.24	$25,368.08
9	Furnish & Install 8" 90° Elbow	1	Each	$627.28	$627.28	$456.51	$456.51	$590.09	$590.09	$471.08	$471.08	$420.00	$420.00	$875.00	$875.00	$946.00	$946.00
10	Furnish & Install 8" 45° Elbow	9	Each	$627.24	$5,645.16	$442.49	$3,982.41	$560.30	$5,042.70	$394.80	$3,553.20	$405.00	$3,645.00	$875.00	$7,875.00	$917.22	$8,254.98
11	Furnish & Install 8" 22.5° Elbow	8	Each	$623.83	$4,990.64	$427.01	$3,416.08	$509.55	$4,076.40	$391.79	$3,134.32	$390.00	$3,120.00	$875.00	$7,000.00	$913.88	$7,311.04
12	Furnish & Install 8" 11.25° Elbow	12	Each	$612.10	$7,345.20	$416.56	$4,998.72	$497.77	$5,973.24	$381.48	$4,577.76	$380.00	$4,560.00	$875.00	$10,500.00	$902.58	$10,830.96
13	Furnish & Install 8" x 6" Reducer	7	Each	$464.24	$3,249.68	$369.51	$2,586.57	$469.60	$3,287.20	$303.66	$2,125.62	$350.00	$2,450.00	$600.00	$4,200.00	$872.00	$6,104.00
14	Furnish & Install 8" Cap	2	Each	$379.92	$759.84	$431.85	$863.70	$323.93	$647.86	$232.30	$464.60	$580.00	$1,160.00	$600.00	$1,200.00	$791.00	$1,582.00
15	Furnish & Install 18" FL x MJ Adapter	1	Each	$2,193.53	$2,193.53	$1,499.32	$1,499.32	$1,272.33	$1,272.33	$1,607.64	$1,607.64	$1,390.00	$1,390.00	$1,500.00	$1,500.00	$1,757.00	$1,757.00
16	Furnish & Install 10" HDPE Flange Adapter	1	Each	$272.68	$272.68	$1,127.17	$1,127.17	$911.60	$911.60	$638.24	$638.24	$585.00	$585.00	$900.00	$900.00	$908.00	$908.00
17	Furnish & Install 20" HDPE Flange Adapter	2	Each	$2,577.68	$5,155.36	$3,555.50	$7,111.00	$2,177.65	$4,355.30	$2,747.40	$5,494.80	$2,355.00	$4,710.00	$2,000.00	$4,000.00	$2,230.50	$4,461.00
18	Water Reconnection to Existing (2440 South STA: 10+75.33)	1	L.S.	$6,647.08	$6,647.08	$5,217.33	$5,217.33	$3,074.50	$3,074.50	$2,743.04	$2,743.04	$2,415.00	$2,415.00	$8,000.00	$8,000.00	$2,254.00	$2,254.00
19	Water Reconnection to Existing (4010 West STA: 93+86.28)	1	L.S.	$6,104.83	$6,104.83	$4,835.88	$4,835.88	$2,531.98	$2,531.98	$1,767.84	$1,767.84	$1,995.00	$1,995.00	$5,000.00	$5,000.00	$1,731.00	$1,731.00
20	Water Connection to Existing (4010 West STA: 100+17.24)	1	L.S.	$6,647.08	$6,647.08	$4,835.88	$4,835.88	$3,074.50	$3,074.50	$2,743.04	$2,743.04	$1,995.00	$1,995.00	$8,000.00	$8,000.00	$2,254.00	$2,254.00

ALPHA ENGINEERING

City of Hurricane
Dixie Springs Phase 1 Water System Replacement Project
Bid Tabulation
October 29, 2019

				Progressive Contracting		Precision Contractors		Interstate Rock		Terry Brotherson Excavating		Condie Construction		JP Excavating		Native Sun Construction	
Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
21	Water Connection to Existing (4010 West STA: 106+97.94)	1	L.S.	$6,211.22	$6,211.22	$4,835.88	$4,835.88	$2,636.89	$2,636.89	$1,860.72	$1,860.72	$1,995.00	$1,995.00	$7,500.00	$7,500.00	$1,836.00	$1,836.00
22	Water Connection to Existing (2700 South STA: 200+89.45)	1	L.S.	$6,647.08	$6,647.08	$5,217.33	$5,217.33	$3,074.50	$3,074.50	$2,743.04	$2,743.04	$2,410.00	$2,410.00	$8,000.00	$8,000.00	$2,254.00	$2,254.00
23	Water Connection to Existing (2700 South STA:201+58.53)	1	L.S.	$6,647.08	$6,647.08	$5,217.33	$5,217.33	$3,074.50	$3,074.50	$2,743.04	$2,743.04	$2,410.00	$2,410.00	$8,000.00	$8,000.00	$2,254.00	$2,254.00
24	Water Connection to Existing (Lyle Street STA: 20+90.53)	1	L.S.	$6,211.22	$6,211.22	$4,835.88	$4,835.88	$2,636.89	$2,636.89	$1,860.72	$1,860.72	$1,995.00	$1,995.00	$7,500.00	$7,500.00	$1,834.00	$1,834.00
25	Water Connection to Existing (Lewis Circle STA: 303+05.98)	1	L.S.	$6,104.93	$6,104.93	$4,835.88	$4,835.88	$2,530.18	$2,530.18	$1,767.84	$1,767.84	$1,995.00	$1,995.00	$7,500.00	$7,500.00	$1,731.00	$1,731.00
26	Water Connection to Exisitng (Glade Street STA: 401+69.78)	1	L.S.	$6,169.75	$6,169.75	$4,835.88	$4,835.88	$2,636.89	$2,636.89	$1,860.72	$1,860.72	$1,995.00	$1,995.00	$7,500.00	$7,500.00	$1,834.00	$1,834.00
27	Remove & Replace Water Service (Concrete)	61	Each	$1,379.97	$84,178.17	$2,324.06	$141,767.66	$1,682.58	$102,637.38	$2,444.70	$149,126.70	$2,030.00	$123,830.00	$2,100.00	$128,100.00	$3,132.28	$191,069.08
28	Remove & Replace Water Service (Landscaping)	140	Each	$348.00	$48,720.00	$1,436.01	$201,041.40	$1,449.01	$202,861.40	$2,097.97	$293,715.80	$1,715.00	$240,100.00	$1,700.00	$238,000.00	$3,128.43	$437,980.20
29	Remove & Relocate Water Service	14	Each	$1,070.88	$14,992.32	$2,847.68	$39,867.52	$1,775.78	$24,860.92	$1,298.08	$18,173.12	$1,630.00	$22,820.00	$1,300.00	$18,200.00	$2,783.43	$38,968.02
30	Remove & Reconnect Existing Fire Hydrant Assembly	11	Each	$2,695.55	$29,651.05	$4,129.15	$45,420.65	$2,906.38	$31,970.18	$4,361.23	$47,973.53	$4,995.00	$54,945.00	$4,500.00	$49,500.00	$4,693.27	$51,625.97
31	Remove & Relocate Exisitng Fire Hydrant Assembly	10	Each	$2,354.15	$23,541.50	$4,995.26	$49,952.60	$4,490.61	$44,906.10	$4,861.14	$48,611.40	$6,765.00	$67,650.00	$4,500.00	$45,000.00	$4,693.30	$46,933.00
32	Remove & Reconnect Exisitng Fire Hydrant Assembly (Cul-de-sac)	4	Each	$2,354.15	$9,416.60	$3,553.97	$14,215.88	$3,332.27	$13,329.08	$4,520.14	$18,080.56	$4,940.00	$19,760.00	$5,000.00	$20,000.00	$4,868.00	$19,472.00
33	Remove & Relocate Existing Fire Hydrant Assembly (Cul-de-sac)	3	Each	$2,366.47	$7,099.41	$5,052.80	$15,158.40	$4,825.67	$14,477.01	$4,520.32	$13,560.96	$6,900.00	$20,700.00	$5,000.00	$15,000.00	$4,868.00	$14,604.00
34	Sawcut, Remove & Replace Asphalt, 5-ft Width, 2.5" Asphalt over 6" Road Base	70,388	S.F.	$2.46	$173,154.48	$2.33	$164,004.04	$3.89	$273,809.32	$2.93	$206,236.84	$3.00	$211,164.00	$3.25	$228,761.00	$4.00	$281,552.00
35	Sawcut, Remove & Replace Existing Asphalt Patch, 2.5" Asphalt	5,315	S.F.	$2.12	$11,267.80	$3.34	$17,752.10	$3.42	$18,177.30	$3.14	$16,689.10	$3.45	$18,336.75	$5.50	$29,232.50	$2.61	$13,872.15
36	Remove & Replace 4-ft Waterway	790	S.F.	$12.83	$10,135.70	$21.46	$16,953.40	$9.04	$7,141.60	$18.80	$14,852.00	$17.00	$13,430.00	$14.00	$11,060.00	$17.65	$13,943.50
37	Abandon Existing Water Meter Can In-Place	4	Each	$348.00	$1,392.00	$250.00	$1,000.00	$399.59	$1,598.36	$500.00	$2,000.00	$405.00	$1,620.00	$1,300.00	$5,200.00	$2,160.00	$8,640.00
38	Traffic Control	1	L.S.	$7,192.00	$7,192.00	$15,293.25	$15,293.25	$10,977.70	$10,977.70	$10,000.00	$10,000.00	$33,555.00	$33,555.00	$12,000.00	$12,000.00	$77,760.00	$77,760.00
39	Furnish & Install 18-Inch Class 51 D.I. Pipe w/Poly Sock	20	L.F.	$188.29	$3,765.80	$167.05	$3,341.00	$97.54	$1,950.80	$213.34	$4,266.80	$66.00	$1,320.00	$120.00	$2,400.00	$215.05	$4,301.00
		Total Bid Schedule			$1,289,186.77		$1,432,681.48		$1,493,338.82		$1,586,865.41		$1,656,259.65		$1,697,851.50		$3,137,925.50

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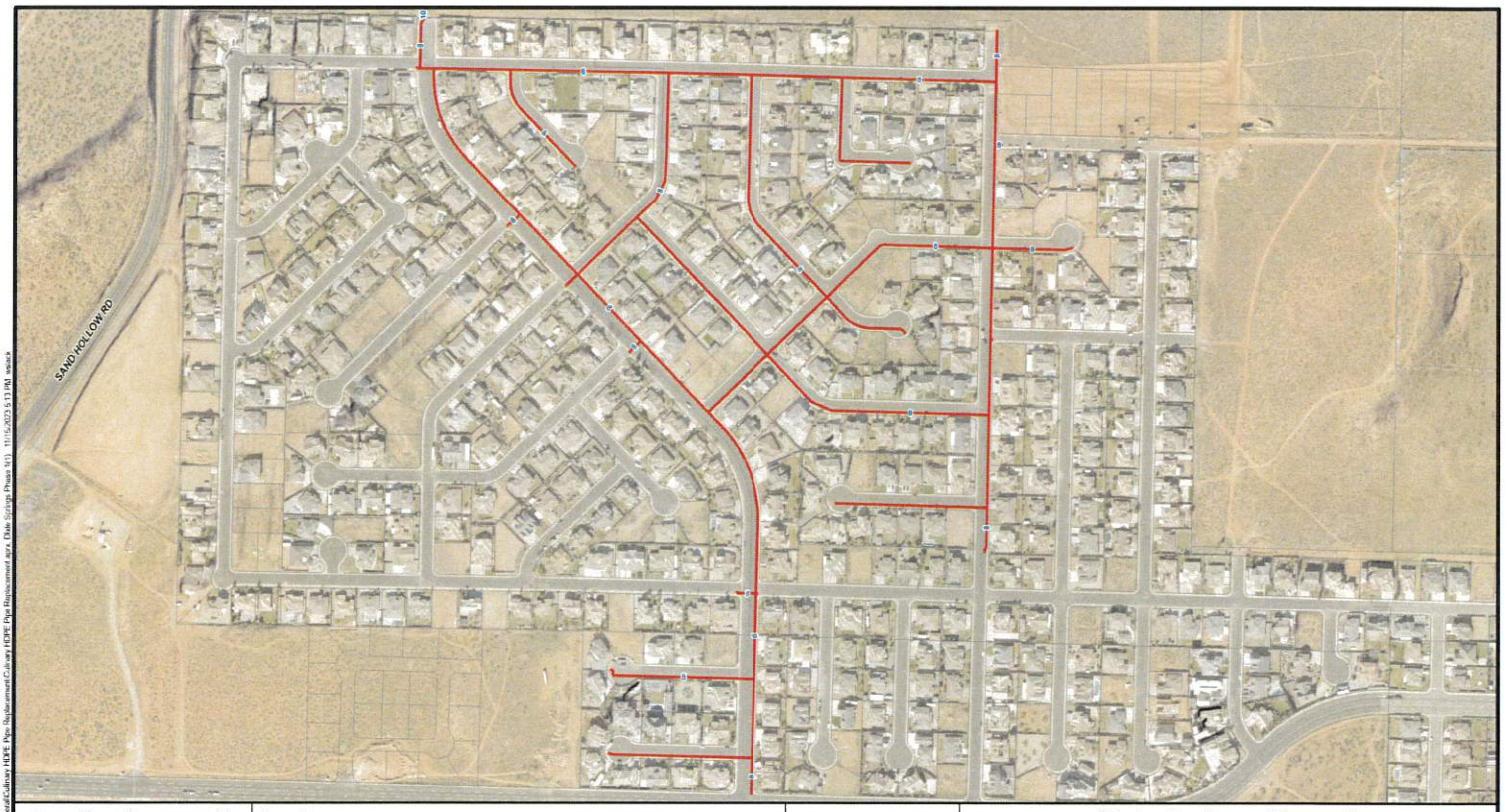

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ALPHA ENGINEERING
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Legend
- Removed HDPE Pipeline
- Washington County Parcels

N

1 of 1

Dixie Springs Phase I

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 300 feet
Date:	11-15-2023

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City of Hurricane
Sand Hollow Road Waterline Replacement Project
Bid Tabulation - August 10, 2023

BID SCHEDULE - SAND HOLLOW ROAD WATERLINE REPLACEMENT PROJECT

				Royal T. Enterprises		Precision Excavating, LLC		Feller Enterprises		M&T Enterprises		Interstate Rock Products		Terry Brotherson Excavating	
Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Moblization	1	Lump Sum	$30,000.00	$30,000.00	$33,000.00	$33,000.00	$4,960.87	$4,960.87	$12,600.00	$12,600.00	$56,143.76	$56,143.76	$98,706.34	$98,706.34
2	Removals	1	L.S.	$10,000.00	$10,000.00	$5,500.00	$5,500.00	$3,186.02	$3,186.02	$6,000.00	$6,000.00	$3,393.64	$3,393.64	$15,000.00	$15,000.00
3	Furnish & Install 12" Ductile Iron Pipe with Poly Sock	4,200	Ln. Ft.	$100.00	$420,000.00	$104.00	$436,800.00	$115.50	$485,100.00	$122.52	$514,584.00	$125.31	$526,302.00	$124.88	$524,496.00
4	Furnish & Install 12-Inch Butterfly Valve	1	Each	$6,500.00	$6,500.00	$5,448.00	$5,448.00	$4,217.23	$4,217.23	$6,142.89	$6,142.89	$4,424.12	$4,424.12	$6,579.16	$6,579.16
5	Furnish & Install 12" x 12" x 12" Flanged Tee	1	Each	$3,000.00	$3,000.00	$2,970.00	$2,970.00	$6,088.63	$6,088.63	$3,744.50	$3,744.50	$2,203.61	$2,203.61	$3,468.84	$3,468.84
6	Furnish & Install 12" FL x MJ Adaptor	2	Each	$4,500.00	$9,000.00	$1,367.00	$2,734.00	$1,566.61	$3,133.22	$3,409.32	$6,818.64	$1,647.02	$3,294.04	$2,163.12	$4,326.24
7	Furnish & Install South Tie-in	1	Lump Sum	$5,500.00	$5,500.00	$4,482.00	$4,482.00	$6,236.92	$6,236.92	$5,518.23	$5,518.23	$8,507.19	$8,507.19	$9,798.20	$9,798.20
8	Furnish & Install North Tie-in	1	Lump Sum	$5,500.00	$5,500.00	$5,874.00	$5,874.00	$7,566.87	$7,566.87	$7,703.75	$7,703.75	$10,131.73	$10,131.73	$9,676.16	$9,676.16
9	Furnish & Install Fire Hydrant Assembly	1	Each	$9,500.00	$9,500.00	$10,499.00	$10,499.00	$11,721.58	$11,721.58	$10,458.80	$10,458.80	$9,359.35	$9,359.35	$12,010.48	$12,010.48
10	Furnish & Install Combination Air/Vaccum Valve	1	Each	$7,500.00	$7,500.00	$16,290.00	$16,290.00	$8,846.09	$8,846.09	$7,416.40	$7,416.40	$7,950.99	$7,950.99	$9,907.56	$9,907.56
11	Salavge Existing 14" HDPE Pipe	1	Lump Sum	$20,000.00	$20,000.00	$11,098.00	$11,098.00	$8,319.77	$8,319.77	$21,000.00	$21,000.00	$9,855.99	$9,855.99	$75,000.00	$75,000.00
			Total Bid Schedule		**$526,500.00**		**$534,695.00**		**$549,377.20**		**$601,987.21**		**$641,566.42**		**$768,968.98**

ALPHA

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Feet

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Legend
- Replace HDPE Pipeline
- Washington County Parcels

1 of 1

Sand Hollow Road

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 300 feet
Date:	11-15-2023

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DIXIE SPRINGS PH I WATER SYSTEM REPLACEMENT PHASE II
BID SCHEDULE
Preliminary Engineer's Opinion of Probable Cost
August 29, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 5%	1	L.S.	$90,800.00	$90,800.00
2	8" C-900 PVC Water Line	19,754	L.F.	$100.00	$1,975,400.00
3	18" Class 51 D.I. Pipe	40	L.F.	$150.00	$6,000.00
4	18"x8" FL D.I. Cross	2	Each	$5,200.00	$10,400.00
5	8" 22.5° Elbow	12	Each	$850.00	$10,200.00
6	8" 45° Elbow	1	Each	$950.00	$950.00
7	8" 90° Elbow	3	Each	$900.00	$2,700.00
8	18" FLxMJ Butterfly Valve	4	Each	$8,500.00	$34,000.00
9	8" Gate Valve	68	Each	$4,500.00	$306,000.00
10	8" Tee	13	Each	$1,300.00	$16,900.00
11	8" Cross	6	Each	$2,000.00	$12,000.00
12	Water Service Reconnect	337	Each	$1,900.00	$640,300.00
13	8"x6" Reducer	9	Each	$1,000.00	$9,000.00
14	8" Cap	4	Each	$500.00	$2,000.00
15	18" FLxMJ Adapter	2	Each	$1,600.00	$3,200.00
16	20" HDPE Flange Adapter	2	Each	$2,600.00	$5,200.00
17	Connect to Existing Water	8	Each	$2,400.00	$19,200.00
18	Remove and Reconnect/Relocate Existing Fire Hydrant	35	Each	$4,500.00	$157,500.00
19	Remove and Reconnect/Relocate Existing Fire Hydrant (cul-de-sac)	9	Each	$4,700.00	$42,300.00
20	Sawcut, Remove & Replace Ashpalt, 5-ft Width, 2.5" Asphalt over 6" Roadbase	98,771	S.F.	$5.00	$493,855.00
21	Sawcut, Remove & Replace Existing Ashpalt Patch, 2.5" Asphalt	2,799	S.F.	$4.00	$11,196.00
22	Remove & Replace 4-ft Waterway	776	S.F.	$20.00	$15,520.00
23	Remove & Replace 6-ft Waterway	73	S.F.	$20.00	$1,460.00
24	Traffic Control	1	L.S.	$15,000.00	$15,000.00
				Subtotal	$3,881,081.00
				10% Contingency	$388,108.10
				12% Engineering & Construction Management	$465,729.72
				Phase 2 Total	**$4,734,918.82**

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Legend
Washington County Parcels
Existing HDPE Pipelines

N

1 of 1

Dixie Springs Phase II

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 300 feet
Date:	11-15-2023

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SAND HOLLOW SUBDIVISION WATER SYSTEM REPLACEMENT
BID SCHEDULE
Preliminary Engineer's Opinion of Probable Cost
November 8, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 6%	1	L.S.	$243,600.00	$243,600.00
2	8" C-900 PVC Water Line	2871	L.F.	$100.00	$287,100.00
3	10" C-900 PVC Water Line	21011	L.F.	$120.00	$2,521,320.00
4	8" 22.5° Elbow	2	Each	$850.00	$1,700.00
5	8" 45° Elbow	2	Each	$950.00	$1,900.00
6	10" 22.5° Elbow	8	Each	$750.00	$6,000.00
7	10" 45° Elbow	11	Each	$900.00	$9,900.00
8	10" 90° Elbow	7	Each	$1,250.00	$8,750.00
9	10"x8" 90° Elbow	1	Each	$1,250.00	$1,250.00
10	8" Butterfly Valve	2	Each	$4,000.00	$8,000.00
11	10" Butterfly Valve	80	Each	$4,000.00	$320,000.00
12	12" Butterfly Valve	1	Each	$4,500.00	$4,500.00
13	20" Butterfly Valve	2	Each	$12,500.00	$25,000.00
14	8" Gate Valve	13	Each	$4,500.00	$58,500.00
15	10" Gate Valve	13	Each	$4,250.00	$55,250.00
16	12" Gate Valve	2	Each	$4,750.00	$9,500.00
17	8" Tee	1	Each	$1,300.00	$1,300.00
18	8"x8"x10" Tee	5	Each	$1,750.00	$8,750.00
19	10" Tee	12	Each	$1,750.00	$21,000.00
20	10"x10"x8" Tee	2	Each	$1,750.00	$3,500.00
21	20"x20"x10" Tee	1	Each	$2,500.00	$2,500.00
22	10" Cross	5	Each	$2,500.00	$12,500.00
23	10"x8" FL D.I.Cross	4	Each	$2,500.00	$10,000.00
24	Water Service Reconnect	298	Each	$1,900.00	$566,200.00
25	8" Cap	5	Each	$500.00	$2,500.00
26	10" Cap	8	Each	$650.00	$5,200.00
27	Connect to Existing Water	10	Each	$2,400.00	$24,000.00
28	Remove and Reconnect/Relocate Existing Fire Hydrant	43	Each	$4,500.00	$193,500.00
29	Remove and Reconnect/Relocate Existing Fire Hydrant (cul-de-sac)	7	Each	$4,700.00	$32,900.00
30	Sawcut, Remove & Replace Ashpalt, 5-ft Width, 2.5" Asphalt over 6" Roadbase	23882	S.F.	$5.00	$119,410.00
31	Remove & Replace 8-ft Waterway	120	S.F.	$20.00	$2,400.00
32	Remove & Replace 6-ft Waterway	360	S.F.	$20.00	$7,200.00
33	Traffic Control	1	L.S.	$15,000.00	$15,000.00
				Subtotal	$4,590,130.00
				10% Contingency	$459,013.00
				12% Engineering & Construction Management	$550,815.60
				Total	**$5,599,958.60**

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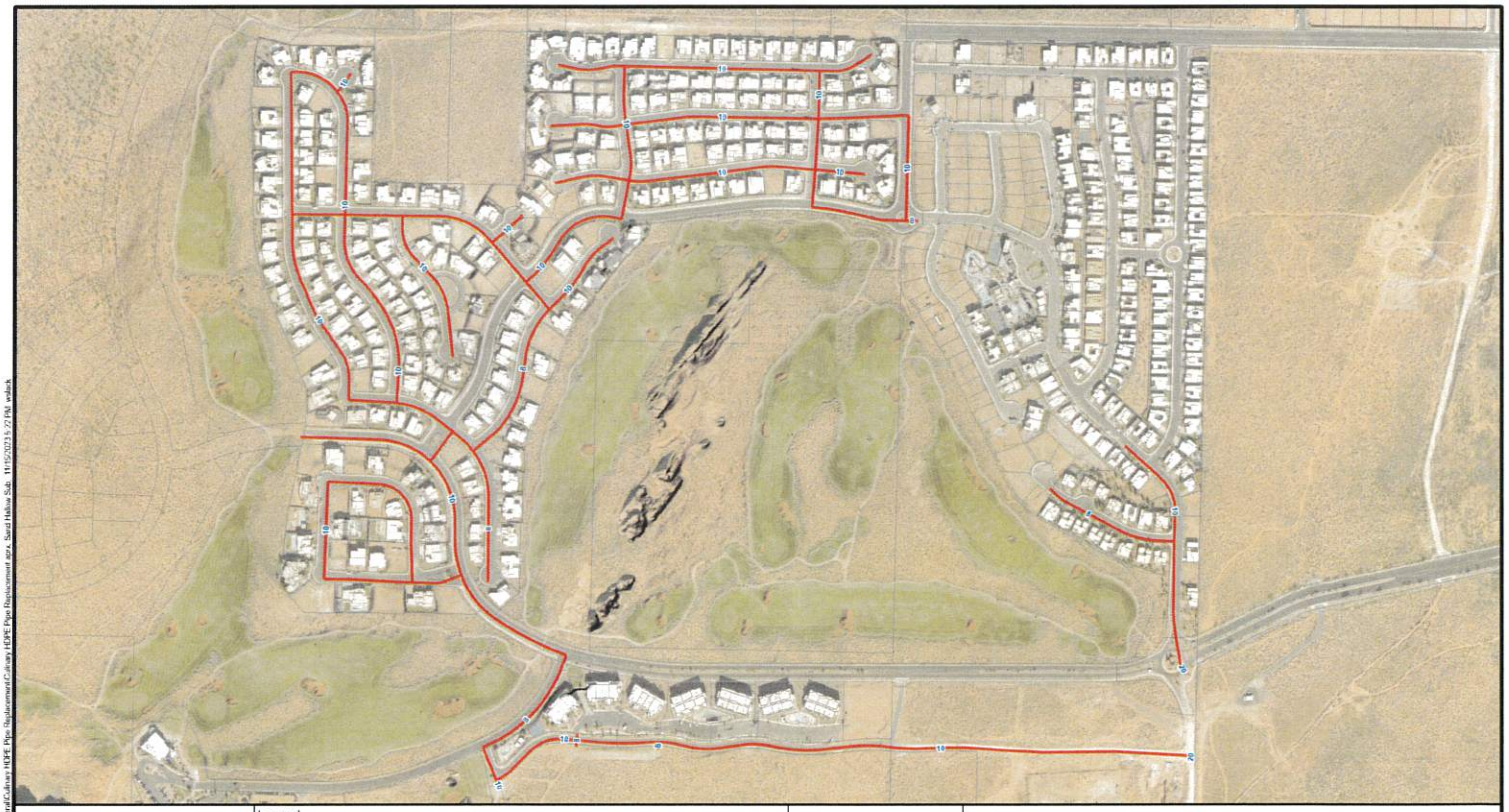

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Legend
- Existing HDPE Pipelines
- Washington County Parcels

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1 of 1

Sand Hollow Subdivision

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 400 feet
Date:	11-15-2023

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SAND HOLLOW TRANSMISSION LINE REPLACEMENT
BID SCHEDULE
Preliminary Engineer's Opinion of Probable Cost
November 8, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 6%	1	L.S.	$56,400.00	$56,400.00
2	8" C-900 PVC Water Line	88	L.F.	$100.00	$8,800.00
3	10" C-900 PVC Water Line	2784	L.F.	$120.00	$334,080.00
4	12" Class 51 D.I. Pipe	3609	L.F.	$140.00	$505,260.00
5	14" Class 51 D.I. Pipe	12821	L.F.	$155.00	$1,987,255.00
6	20" Class 51 D.I. Pipe	8897	L.F.	$180.00	$1,601,460.00
7	14" 22.5° Elbow	3	Each	$1,250.00	$3,750.00
8	14" 45° Elbow	7	Each	$1,250.00	$8,750.00
9	20" 22.5° Elbow	1	Each	$1,750.00	$1,750.00
10	6" Gate Valve	11	Each	$3,500.00	$38,500.00
11	8" Gate Valve	9	Each	$4,500.00	$40,500.00
12	10" Gate Valve	2	Each	$4,250.00	$8,500.00
13	12" Gate Valve	2	Each	$4,750.00	$9,500.00
14	Water Service Reconnect	3	Each	$1,900.00	$5,700.00
15	8" Cap	1	Each	$500.00	$500.00
16	10" Cap	8	Each	$650.00	$5,200.00
17	Connect to Existing Water	19	Each	$2,400.00	$45,600.00
18	Remove and Reconnect/Relocate Existing Fire Hydrant	10	Each	$4,500.00	$45,000.00
19	Sawcut, Remove & Replace Ashpalt, 5-ft Width, 2.5" Asphalt over 6" Roadbase	140995	S.F.	$5.00	$704,975.00
20	Remove & Replace 6-ft Waterway	288	S.F.	$20.00	$5,760.00
21	Traffic Control	1	L.S.	$15,000.00	$15,000.00
				Subtotal	$5,432,240.00
				10% Contingency	$543,224.00
				12% Engineering & Construction Management	$651,868.80
				Total	**$6,627,332.80**

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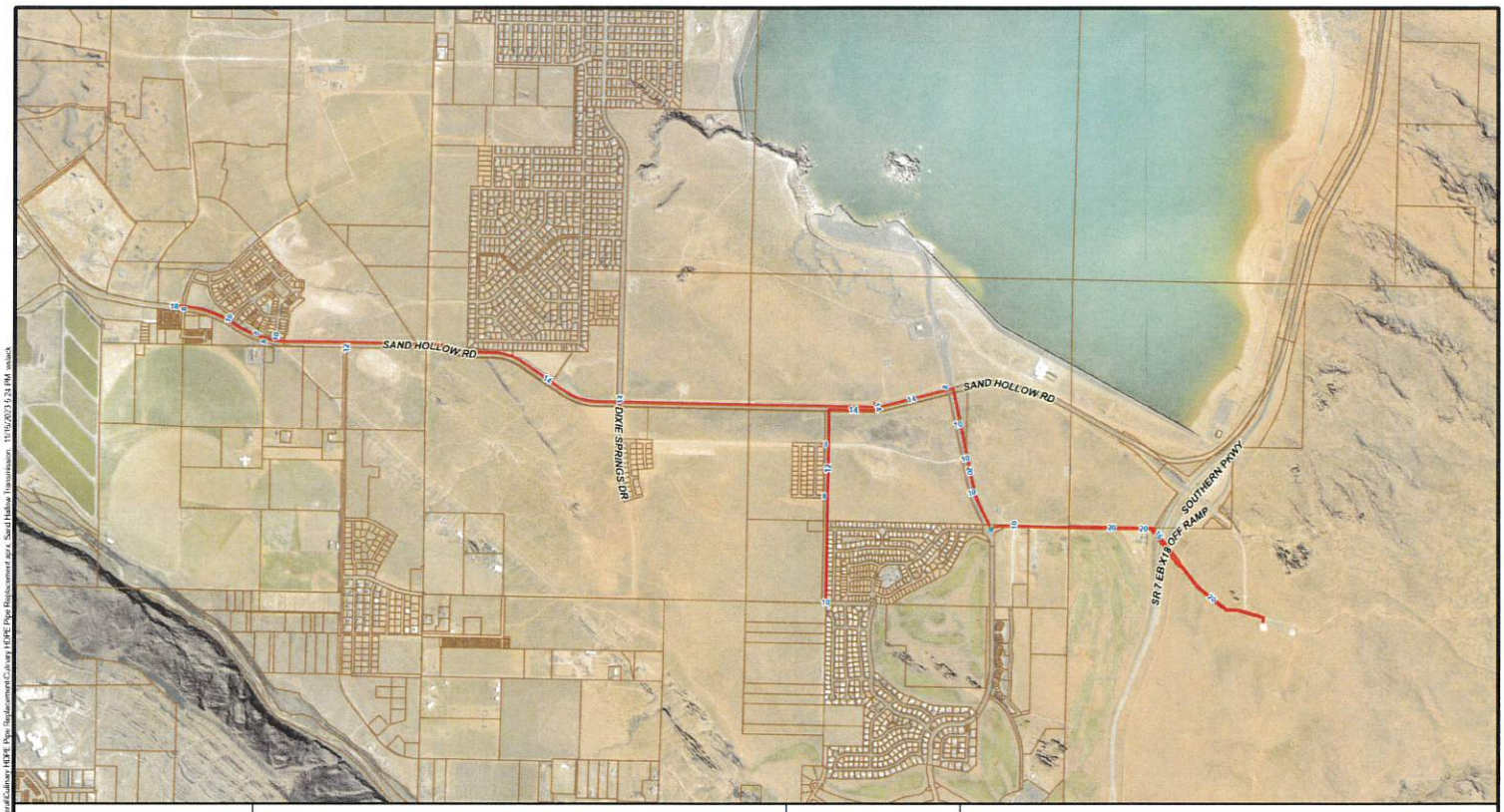

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Legend
- Existing HDPE Transmission Line
- Washington County Parcels

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Sand Hollow Transmission

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 1,500 feet
Date:	11-15-2023

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DIXIE SPRINGS TRANSMISSION LINE REPLACEMENT
BID SCHEDULE
Preliminary Engineer's Opinion of Probable Cost
November 8, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 6%	1	L.S.	$20,900.00	$20,900.00
2	8" C-900 PVC Water Line	339	L.F.	$100.00	$33,900.00
3	14" Class 51 D.I. Pipe	5600	L.F.	$155.00	$868,000.00
4	14" FL D.I. 45° Elbow	2	Each	$1,250.00	$2,500.00
5	6" Gate Valve	11	Each	$3,500.00	$38,500.00
6	8" Gate Valve	9	Each	$4,500.00	$40,500.00
7	10" Gate Valve	2	Each	$4,250.00	$8,500.00
8	12" Gate Valve	2	Each	$4,750.00	$9,500.00
9	14"x8" FL D.I. Cross	6	Each	$3,500.00	$21,000.00
10	14"x8" FL D.I. Tee	3	Each	$2,500.00	$7,500.00
11	8" Cap	8	Each	$500.00	$4,000.00
12	Connect to Existing Water	9	Each	$2,400.00	$21,600.00
13	Sawcut, Remove & Replace Ashpalt, 5-ft Width, 2.5" Asphalt over 6" Roadbase	1695	S.F.	$5.00	$8,475.00
14	Sawcut, Remove & Replace Ashpalt, 6-ft Width, 2.5" Asphalt over 6" Roadbase	33600	S.F.	$5.00	$168,000.00
15	Remove & Replace 8-ft Waterway	96	S.F.	$20.00	$1,920.00
16	Traffic Control	1	L.S.	$15,000.00	$15,000.00
				Subtotal	$1,269,795.00
				10% Contingency	$126,979.50
				12% Engineering & Construction Management	$152,375.40
				Total	**$1,549,149.90**

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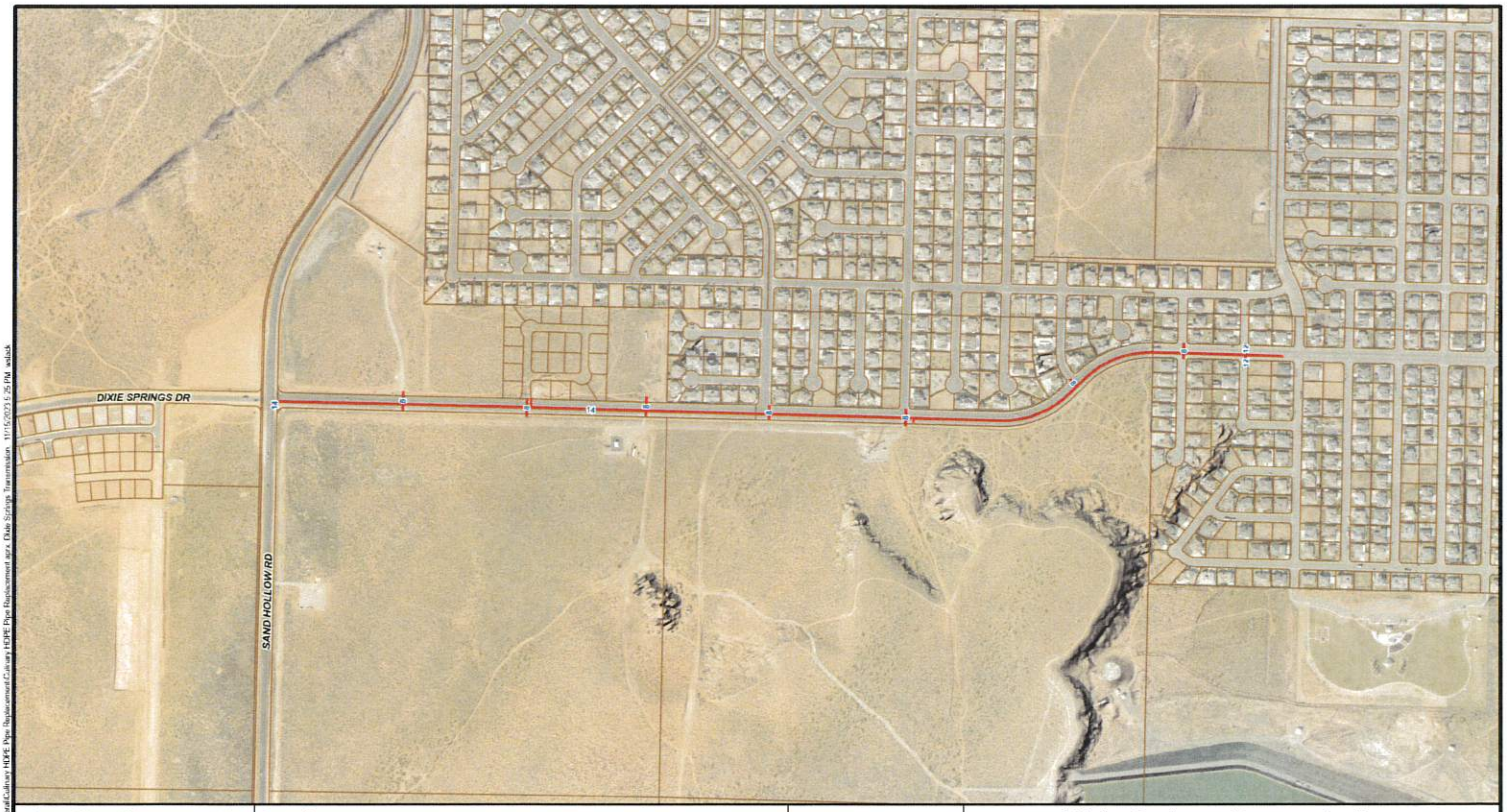

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Legend
- Existing HDPE Transmission Line
- Washington County Parcels

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Dixie Springs Transmission

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 500 feet
Date:	11-15-2023

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ELIM VALLEY SUBDIVISION WATER SYSTEM REPLACEMENT
BID SCHEDULE
Preliminary Engineer's Opinion of Probable Cost
November 8, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 6%	1	L.S.	$48,100.00	$48,100.00
2	8" C-900 PVC Water Line	759	L.F.	$100.00	$75,900.00
3	10" C-900 PVC Water Line	6474	L.F.	$120.00	$776,880.00
4	12" Class 51 D.I. Pipe	2039	L.F.	$155.00	$316,045.00
5	10" D.I. 22.5° Elbow	4	Each	$1,050.00	$4,200.00
6	10" D.I. 45° Elbow	3	Each	$1,050.00	$3,150.00
7	12" D.I. 22.5° Elbow	1	Each	$1,100.00	$1,100.00
8	12" D.I. 45° Elbow	1	Each	$900.00	$900.00
9	6" Gate Valve	2	Each	$3,500.00	$7,000.00
10	8" Gate Valve	6	Each	$4,500.00	$27,000.00
11	10" Gate Valve	40	Each	$4,250.00	$170,000.00
12	Water Service Reconnect	116	Each	$1,900.00	$220,400.00
13	10" Cap	4	Each	$650.00	$2,600.00
14	12" Cap	4	Each	$700.00	$2,800.00
15	Connect to Existing Water	5	Each	$2,400.00	$12,000.00
16	Remove and Reconnect/Relocate Existing Fire Hydrant	20	Each	$4,500.00	$90,000.00
17	Sawcut, Remove & Replace Ashpalt, 5-ft Width, 2.5" Asphalt over 6" Roadbase	36165	S.F.	$5.00	$180,825.00
18	Sawcut, Remove & Replace Ashpalt, 6-ft Width, 2.5" Asphalt over 6" Roadbase	12234	S.F.	$5.00	$61,170.00
19	Remove & Replace 4-ft Waterway	160	S.F.	$20.00	$3,200.00
20	Traffic Control	1	L.S.	$15,000.00	$15,000.00
				Subtotal	$2,018,270.00
				10% Contingency	$201,827.00
				12% Engineering & Construction Management	$242,192.40
				Total	**$2,462,289.40**

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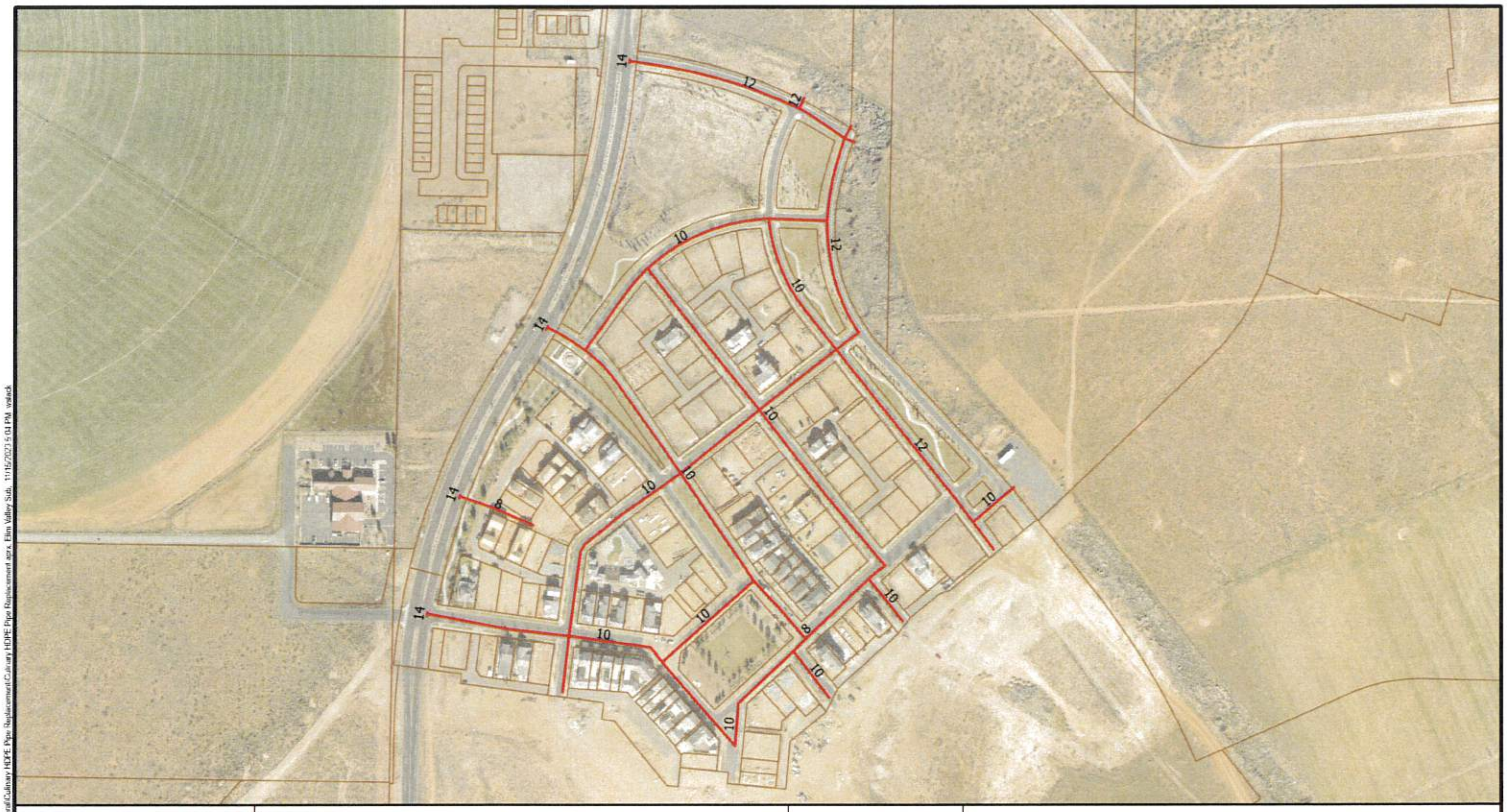

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Legend
- Existing HDPE Pipelines
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N

1 of 1

Elim Valley Subdivision

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 250 feet
Date:	11-15-2023

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ELIM VALLEY TRANSMISSION LINE RELPACEMENT
BID SCHEDULE
Preliminary Engineer's Opinion of Probable Cost
November 8, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 6%	1	L.S.	$10,900.00	$10,900.00
2	10" C-900 PVC Water Line	2930	L.F.	$100.00	$293,000.00
3	10" 22.5° Elbow	1	Each	$1,050.00	$1,050.00
4	10" FL D.I. 45° Elbow	1	Each	$1,050.00	$1,050.00
5	10" FL D.I. 90° Elbow	1	Each	$1,100.00	$1,100.00
6	12" FL D.I. 90° Elbow	1	Each	$2,200.00	$2,200.00
7	8" Gate Valve	2	Each	$4,500.00	$9,000.00
8	10" Gate Valve	5	Each	$4,250.00	$21,250.00
9	12" FL D.I. Tee	1	Each	$1,750.00	$1,750.00
10	12" FL D.I. Cross	1	Each	$2,750.00	$2,750.00
11	12"x10" FL D.I. Cross	1	Each	$2,500.00	$2,500.00
12	12"x10" FL D.I. Tee	2	Each	$2,000.00	$4,000.00
13	10" FL D.I. Tee	6	Each	$1,750.00	$10,500.00
14	10" FL D.I. Cross	3	Each	$2,500.00	$7,500.00
15	10"x8" FL D.I. Tee	4	Each	$2,250.00	$9,000.00
16	Water Service Reconnect	5	Each	$1,900.00	$9,500.00
17	Remove and Reconnect/Relocate Existing Fire Hydrant	2	Each	$4,500.00	$9,000.00
18	Sawcut, Remove & Replace Ashpalt, 5-ft Width, 2.5" Asphalt over 6" Roadbase	14650	S.F.	$5.00	$73,250.00
19	Traffic Control	1	L.S.	$15,000.00	$15,000.00
				Subtotal	$484,300.00
				10% Contingency	$48,430.00
				12% Engineering & Construction Management	$58,116.00
				Total	**$590,846.00**

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Legend
- Existing HDPE Transmission Lines
- Washington County Parcels

1 of 1

Elim Valley Transmission

Hurricane City

Spatial Reference:	Utah State Plane NAD 83, feet
Drawn By:	WSS
Scale:	1" = 200 feet
Date:	11-15-2023

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Minutes of the Hurricane City Council meeting held on July 3, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates, Assistant Public Works Director Weston Walker, City Planner Gary Cupp, Assistant Planner Fred Resch III, Power Director Mike Johns, City Engineer Arthur LeBaron, HR Director Sel Lovell, Recreation Director Tiffani Wright, Water Supervisor Kory Wright, Public Relations Millie Anderson, and City Recorder Cindy Beteag.

AGENDA

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

Millie Anderson introduced herself as the City's new Public Relations representative and shared that she is becoming acquainted with current processes. She is working to transition the City's newsletter to an electronic format for all residents who have signed up for notifications, replacing the current method of distribution with paper utility bills.

Chief Yates reported that Brittany Wright has transitioned into the Victim Advocate position, where she will support victims of domestic violence and assist with compassionate services. He noted that recent underage alcohol compliance checks at all local stores resulted in no violations. Testing for new officers is scheduled for Tuesday, and the department still has three open positions, including one for a records clerk.

Tiffani Wright reminded everyone of the upcoming 4th of July events: the pancake breakfast in the morning, followed by the parade, activities, free swimming at the pool, a softball game, and fireworks at Sand Hollow. She encouraged everyone to attend. She reported that the four-court gym remains on track to open at the end of October. The Lichfield Gym has been booking more events, though open gym attendance has been low, so she has allowed both sides to be reserved on weekends. She asked the Council to inform her if they receive any complaints. She stated they met with the County last week regarding pool funding; while no funding was available for the pool, the County did commit some funding for trails. She announced that *The Prince of Egypt* will be the next theater production, and sign-ups for fall programs open next week. A wage increase has been approved for referees and coaches, and the department plans to implement resident and nonresident rates for sports to help cover the increase. Currently, about 30% of participants are nonresidents. Mayor Billings noted that the fee changes will need Council approval by resolution.

Kory Wright reported that the west well is back in operation. The Dixie Springs wellhead is expected to arrive next week. The Goulds Wash Well is now upright, and drilling is anticipated to begin next week. Work is progressing toward building the Sky Ranch Well, and they are seeking permission to run water to it. He noted that 1300 South is mostly paved, and pipe

installation on 840 West is complete. The crew expects to finish the project within two weeks before moving on to 920 West. Leak season continues to keep the team busy. Earlier today, there was an accident involving a backhoe and a motorcycle on 600 North; the City was not at fault. The employee involved is unharmed, but the motorcyclist was transported by ambulance. Mayor Billings added that the "big, beautiful bill" passed today, making additional funding available.

Sel Lovell reported that he has been focused on filling open positions and initiating training for the City's new commitment with the Trust. He noted that the training will soon be sent to department heads, who will be responsible for ensuring their crews complete it.

Mike Johns reported that two generators experienced issues but are now back in operation. He added that work is underway on an amendment to the impact fee study to account for upcoming capital projects.

Weston Walker stated that the streets crew has been preparing for the 4th of July and is on track to meet the goals for the new MS4 program. The final step is adopting an ordinance, which should be ready to bring to the Council soon. Storm drain inlet boxes have been painted with "No Dumping" signs. He announced that Hayden Roberts has been hired as the new Streets Superintendent, effective next week, and that Tate Wilkinson will be taking over the locator position, creating multiple new openings. JUC activity has been quieter, but efforts are underway to implement electronic plan approvals, and SWIP will be added to City Inspect. He noted that work on 100 North is progressing, with completion expected in November. The State is also updating ADA ramps at the 300 West intersection. Arthur LeBaron explained that if the road profile is changed by more than ½ inch, ADA ramps and thermoplastic pavement markings must be redone. Councilman Ellerman also reported a traffic light issue at the intersection, which staff will investigate.

Arthur LeBaron reported that several design projects have been advertised, including the Sand Hollow access off SR-7. He has also been coordinating logistics for the 4th of July. The Frog Hollow Dam project is progressing well and remains on schedule. Work is underway to refine the school zone on 870 West. He noted that they have partnered with LaVerkin on a grant application for the proposed Pah Tempe River Trail, which would extend upriver. They were awarded a grant covering 100% of the feasibility study costs. The District is also involved in the project, as the trail would be located on its property.

Gary Cupp reported that next week's Planning Commission agenda will be brief. A public hearing has been noticed for a public facility zone change, which has generated significant public feedback. He explained that the application aligns with the Council-approved master plan. He then addressed a situation involving a Dixie Springs resident who built a commercial kitchen in their home to operate a business. When they applied for a City business license, staff could not issue it because they lacked the proper state license. The applicants have since obtained a state-issued commercial kitchen license, but City code does not currently allow commercial kitchens producing non–shelf-stable foods as home-based businesses. If the Council wants to accommodate this use, the code will need to be amended. Mayor Billings

noted that Trent Stagg contacted her after being approached by the owners. Councilman Fawcett expressed concerns about delivery trucks and frequent customer pickups disturbing neighbors. Councilman Hirschi said he is open to considering the change. Mayor Billings directed staff to review the proposal with the Planning Commission, noting that the business would still need to comply with all home-based business regulations, including no on-site employees or customers and meeting parking requirements. Councilman Ellerman cautioned that recent similar requests, such as a home salon, could set a precedent and lead to more exceptions. Dayton Hall clarified that the state classifies the operation as a commercial kitchen because of the salsa's limited shelf life. He suggested having Mr. Cupp provide the Council with a summary of state licensing distinctions and possible code amendment options via email for further consideration.

Fred Resch reported that at the last Planning Commission meeting, three preliminary plats were approved: the next phase of Black Ridge, the final phase of Fire Rock, and Oasis at Red Cliffs. He also noted that violation letters for short-term rentals will be sent out soon.

6:00 p.m. - **Call to Order** –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer, Thought, and Pledge led by Arthur LeBaron

Declaration of any conflicts of interest

None declared.

Minutes of the Regular City Council Meeting for May 1, 2025

Clark Fawcett motioned to approve the May 1, 2025, minutes as written. Seconded by Drew Ellerman. Motion carried unanimously.

Recognition of the HHS Girls Soccer Team

Mayor Billings introduced the HHS Girls varsity soccer team. They have worked hard over the last few years. This year they were undefeated at camp. They represent Hurricane with honor, respect, and dignity.

Public Forum – Comments From Public

None

OLD BUSINESS

1. Consideration and possible approval of Ordinance 2025-12 amending Title 10, Chapter 43 regarding site-built dwelling units in platted RV parks; Land Use Code Amendment No. LUCA25-04; Western CRE-Joby Venuti, Applicant; Rosenberg & Associates, Agent

Mayor Billings explained that this item was previously discussed on June 19th, but the applicant requested further consideration. Joby Venuti stated that he is seeking a change from 900-

square-foot stick-built homes to a 900-square-foot footprint, which would allow for larger homes of approximately 1,200 square feet. He noted that the homes already built in the area are of higher quality and explained that he purchased the undeveloped portion, which has been platted since the 1980s. He also requested a maximum height of 25 feet, noting that cottage-style homes would likely be taller than modern-style homes. Councilman Thomas expressed doubt that the homes would exceed 35 feet and questioned whether a height restriction is necessary. Gary Cupp confirmed that the current height limit is 15 feet. Councilman Fawcett pointed out that the height restriction is not formally listed in the ordinance. Dayton Hall clarified that a previous Council had included the height restriction in the approval motion, but it was never codified. Nonetheless, staff has continued enforcing the 15-foot limit in accordance with the original approval.

Kevin Thomas motioned to approve Ordinance 2025-12 amending Title 10, Chapter 43 with max height of 25'. Councilman Ellerman feels this just keeps coming back and the Council makes concessions. This is an RV Park. It is not made for two stories. Councilman Thomas stated that because of the history he thinks the applicant is trying to solve a problem. It makes sense to him. Motion died for lack of second.

Councilman Ellerman noted that the area is zoned for RVs and expressed concern about allowing two-story stick-built homes, though he could see single-story homes fitting in. He stated that the proposed changes do not align with the original plat and expressed frustration that this item continues to return for modifications. Councilman Prete shared similar concerns, citing height, parking, and overall viability, and said he is undecided on how to proceed. Mr. Venuti noted that each home would include two to three parking spaces in the driveway and garage. Mayor Billings added that larger homes could increase parking demands. Councilman Ellerman suggested meeting with the applicant and the Planning Department to explore alternative ideas.

Clark Fawcett motioned to continue Ordinance 2025-12 amending Title 10, Chapter 43 to August 7, 2025 to give the applicant time to meet with Councilman Ellerman and staff. Seconded by Joseph Prete. Motion carried with David Hirschi, Clark Fawcett, Drew Ellerman, and Joseph Prete voting aye. Kevin Thomas voted nay.

2. Reconsideration of Ordinance ZC24-06 and PSP24-09, a Zone Change Amendment and a Preliminary Site Plan request located at approximately 5210 W 2250 S from A-5 (Agricultural, one unit per 5 acres) to RR (Recreation Resort) affecting parcel numbers H-4138-A, H-4138-G, and H-4-2-15-112.

Mayor Billings read the following summary that was provided in the packet written by Dayton Hall. "This item is for the rezoning of 3.37 acres to Recreation Resort in Pecan Valley, with the site plan showing 17 Recreation Resort units on the 3.37 acres. It was approved on February 6, 2025, and the City Attorney was authorized to amend the existing development agreement

consistent with the Council's approval. However, the City Attorney and the applicant disagree on the density transfer approved by the Council, so the item is back on the agenda for the Council's reconsideration. This item was added to the agenda after the cutoff deadline, which was approved by three Council members as required by the Council's rules of procedure. A short history of the resort will be helpful to understand the issue. The initial portions of the resort (on the north side) were approved without a development agreement. Unless modified by a site plan or a development agreement, Recreational Resort zoning is allowed densities of 15 units per acre. Based on approved construction drawings and preliminary plats, the number of units in the initial north end of the resort is expected to be 208 units. In 2022, the Council approved rezoning an additional 18.09 acres (on the south side) to a combination of Recreation Resort Zoning and long-term housing within a PDO, and the 2022 approval was conditioned on a development agreement that limited the number of Recreational Resort units to 236. The initial resort area on the north side is not subject to the 2022 development agreement, so the total Recreation Resort units is expected to be a total of 444 (208 on the north side and 236 on the south side under the development agreement). When the Council discussed the requested zone change on February 6, 2025, it was presented as a "transfer" of units from other areas of the resort, so it would not result in an increase in density. Also, the City Attorney was directed to amend the existing development agreement, meaning that the transfer of units would come from the 236 units allowed under the development agreement for the resort area on the south end. Consistent with the Council's approval and the discussion, the City Attorney prepared an amendment to the development agreement that incorporates the 3.37 acres into the Recreation Resort area, but states that all unit counts and caps in the development agreement will remain the same, meaning there is no density increase. The applicant has refused to sign the amendment to the development agreement. The north side of the resort was formerly granted a preliminary plat application for 222 units, but the development has been amended now so that only 208 units are expected. The applicant's request is that the "unused" density on the north side of the resort (14 units) should be available to go towards the additional 17 units planned on the 3.37 acres to be rezoned to Recreation Resort. The applicant argues that the increased density is justified because (1) some units initially separately platted were combined into larger units; (2) some units were removed to accommodate parking needs; and (3) the applicant was required to dedicate portions of planned roadways. In response, City staff note (1) that combining multi-unit buildings into one large building will reduce the unit count but may not reduce the impact; (2) that accommodating parking needs is the obligation of the developer—not the City; and (3) that dedicating planned roadways as part of development does not normally justify an increase in density. The Council has two general options: (1) add the 3.37 acres to the development agreement property as Recreation Resort, but keep the overall cap for the property at 236 units. This option will maintain current approved densities. (2) add the 3.37 acres <u>and</u> the original resort property on the north side to the development agreement and cap the total number of Recreation Resort units at 458 (222+236). This option will result in a net increase of 14 Recreation Resort units. Recommendation**:** Provide clear direction regarding the permitted densities of Recreation Resort units related to adding the 3.37 acres to the Recreation Resort zoning of the Pecan Valley Project."

DRAFT

Chris Wyler stated that he supports the development agreement but sought clarification, as it indicates that the number of units would not increase. He explained that he had previously informed the Council he would be giving up three and a half acres and asked that this be taken into consideration. He noted that the additional parking included in the plan was not required, and a few units had to be removed to accommodate it. Additionally, five-unit buildings were changed to four-unit buildings in six of the proposed structures, reducing his total by six units. Dayton Hall clarified that there is no development agreement for the first 222 units, which were amended down to 208 units. Mr. Wyler would like to apply the difference from those units toward the three and a half acres rather than reducing units in the area covered by the development agreement. He explained that the applicant and himself could not reach an agreement on the original intent. The options are to either shift units from one phase to another or allow the unused units from the first phase to be applied to this phase, which would provide Mr. Wyler with 14 additional units beyond what he can currently build.

Councilman Ellerman referenced a development in Washington that can be divided into three units or used as one larger unit, but he clarified that in this case, the units are separate and cannot be combined. Councilman Prete confirmed that the original approval included six buildings with five units each, which was later changed to six buildings with four units. Mr. Wyler added that additional units were removed in Phase 3 to accommodate parking, and the project also gave up three and a half acres along the east side for a bike path. They are purchasing the property to the east for a future connector road. They are currently connected to city water while working to connect to the wells. He expressed a desire to include the 208 units on the north side that were originally approved, noting that this is fewer than what would have been allowed on fifty acres. Dayton Hall confirmed the correct number is 208 units, not 222. He stated that including the three and a half acres should remain consistent with the Council's original approval and suggested combining all units to establish a cap of 444 units. Mr. Wyler confirmed he is agreeable to this approach.

Drew Ellerman motioned to approve reconsideration of Ordinance ZC24-06 and PSP24-09 subject to adding the 3.37 acres and the original resort property on the north side to the development agreement and cap the total number of Recreation Resort units at 444 with breakdown of 208 and 236. Seconded by Clark Fawcett. Motion carried unanimously.

Mayor Billings inquired about the parking lot and access. Dayton Hall explained that when the agreement was initially approved, Councilman Ellerman emphasized finalizing the agreement before vertical construction began. Beyond zoning, other factors are involved. The Fire District is concerned about the number of units served by only one access point and will not approve additional units until a second access is provided. Staff is also cautious about approving public parking with only one access. Mr. Wyler stated that an agreement was reached this week with the other developers but noted that delays on already approved items are causing significant financial stress. He mentioned that the temporary parking currently provides more spaces than

the permanent lot. Mayor Billings explained that the concern is increased traffic due to the parking lot and noted that bonding must be completed before construction of any buildings. Mr. Wyler responded that while traffic may increase initially, the permanent parking lot will replace the temporary one, so it should not create additional traffic. Mr. Hall noted that construction drawings for parking lots and building permits involve multiple entities beyond the City. Weston Walker added that the City wants to safeguard its practices by requiring signatures on three sets of construction drawings. He stated that they are close to an agreement to move forward with development once funds are in escrow. Bonding is already in place for the road, and construction can proceed while design work continues, though a cap may be enforced if completion is delayed. He explained that he has not signed the construction drawings because this issue needed a resolution first.

NEW BUSINESS

1. Consideration and possible approval of a Proclamation declaring August 3-9, 2025, as Hurricane City Farmers Market Week - Annie Spendlove

Mayor Billings read the following summary provided in packet written by Cindy Beteag. “August 3–9 marks National Farmers Market Week and also coincides with the 5th anniversary of the Hurricane Farmers Market. In recognition of this milestone, representatives from the market have requested that the City Council consider a proclamation declaring August 3–9 as "Hurricane City Farmers Market Week."

Annie Spendlove expressed her appreciation for the City’s support and read the proposed proclamation. Councilman Prete asked if additional activities were planned for the week. Mrs. Spendlove shared that they received a sponsorship from Nessie’s Sweet and Savory for a foam dance party and are working on other events to celebrate. She noted that weekly surveys at the markets track attendance, origin of visitors, frequency, and spending, and that this market consistently reports higher sales numbers. Councilman Prete commented that Peach Days has lost some of its agricultural focus and suggested that approving the weeklong proclamation could provide an opportunity to incorporate more agricultural activities. Mrs. Spendlove responded that she will try to schedule farm-related events with other local farms during the week.

David Hirschi motioned to approve the Proclamation declaring August 3-9, 2025, as Hurricane City Farmers Market Week. Seconded by Drew Ellerman. Motion carried unanimously.

2. Consideration and possible approval of Ordinance 2025-15 amending Title 10, Chapters 12-17, regarding allowed-use table updates; Land Use Code Amendment No. LUCA25-07; Hurricane City, applicant. -Gary Cupp

Mayor Billings read the following summary provided in the packet written by Gary Cupp. “Planning staff proposes updates to the use tables in Chapters 12 through 17 of Title 10 for the

purpose of updating and standardizing the use tables for the various zoning districts. The use tables listed in the current City Code are inconsistent and differ appreciably among the various zoning districts, which is confusing to the public and presents the possibility for legal challenges to staff decisions and interpretations regarding allowed uses. Key changes in the proposed code update include: Providing the same master list of uses for each zoning district; Allowing self-storage facilities in industrial zones only; and Prohibiting takeoff and landing of aircraft in all zones (hospitals excluded). Planning Commission Meeting - A public hearing on the item was held at the June 26, 2025, planning commission meeting and no public comments or objections were received. The planning commissioners discussed the item and agreed with standardizing the use tables to create consistency in the various zoning districts. The Planning Commission unanimously recommended approval of the proposed code update."

Gary Cupp explained this is also adding farm stands into the table. It is a basic house cleaning item.

Drew Ellerman motioned to approve Ordinance 2025-15 amending Title 10, Chapters 12-17, regarding allowed-use table updates. Seconded by Joseph Prete. Motion carried unanimously.

3. Consideration and possible approval of Ordinance 2025-16 amending Title 10, Chapter 43 regarding approval authority for site plans for Mobile Home/Recreational Vehicle parks; Land Use Code Amendment No. LUCA25-08; Hurricane City, applicant. -Gary Cupp

Mayor Billings read the following summary provided in the packet written by Gary Cupp. "Planning staff was given direction from the City Council to amend Title 10, Chapter 43, Section 10-43-5 to allow approval of manufactured home and recreational vehicle parks by the Planning Commission. Currently, such developments require approval by the City Council. Manufactured home and recreational vehicle parks are already allowed uses in certain zones by the City Code, and, therefore, do not require a legislative decision by the City Council. Planning Commission Meeting - A public hearing on the item was held at the June 26, 2025, planning commission meeting and no public comments or objections were received. The planning commissioners discussed the item and agreed that site plans for manufactured homes and recreational vehicle parks should be considered and reviewed under the same process as other site plans. The Planning Commission unanimously recommended approval of the proposed code update."

Councilman Prete noted that he discussed this matter with the City Attorney to understand why the Council has historically maintained oversight. He suggested that it may be due to the complexity and potential issues involved, but ultimately believes the Planning Commissioners are capable of administering it. Councilman Thomas added that the Planning Commissioners have expressed support for this approach.

DRAFT

Joseph Prete motioned to approve Ordinance 2025-16 amending Title 10, Chapter 43 regarding approval authority for site plans for Mobile Home/Recreational Vehicle parks. Seconded by Drew Ellerman. Motion carried unanimously.

4. Mayor, Council, and staff reports

Dayton Hall reported that the City has received an Infrastructure Financing District (IFD) application for Kachina Ridge. He explained that an IFD allows the property to be leveraged to obtain better financing, functioning as an assessment to fund the development. Unlike a PID, the Council does not approve an IFD. However, the City is responsible for enforcing the district and the owners cannot extend the debt beyond the issuance of the certificate of occupancy.

Mayor Billings shared that she can confirm the commercial store previously discussed at the economic development meeting is similar to Bass Pro Shop. They are planning a meeting to review bids for economic development consulting. She noted that St. George offered incentives for Costco to build a second location there instead of Washington. Councilman Hirschi commented that this is an excellent location for this type of development. Mayor Billings added that the next step is to obtain consultant bids and determine whether to move forward with hiring them.

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

A closed meeting was not held.

Adjournment: Joseph Prete motioned to adjourn at 7:35 p.m. Seconded by David Hirschi. Motion carried unanimously.

DRAFT

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of an amendment to the Kachina Ridge Development Agreement. -Kent Stephens

Discussion:

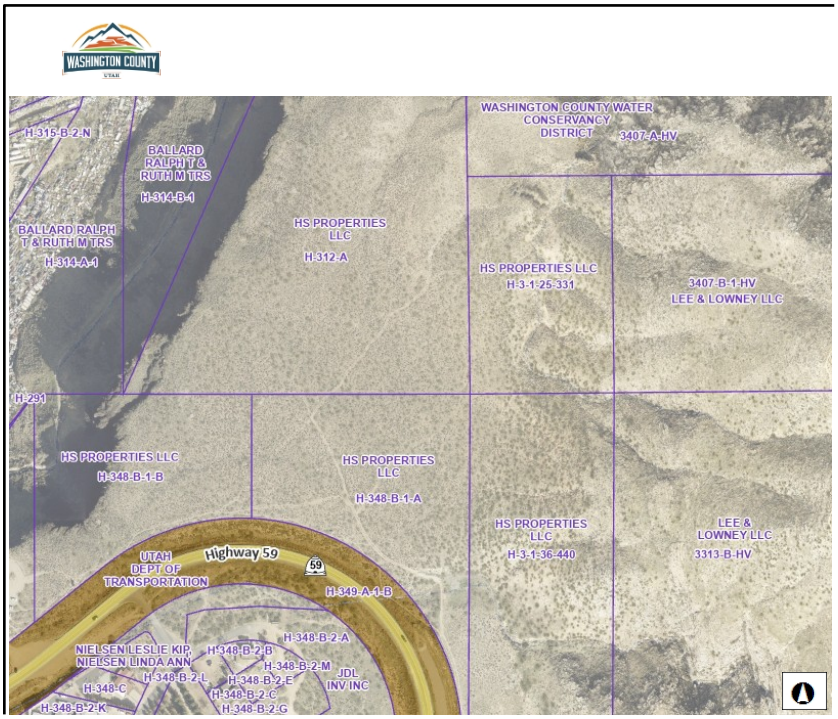
This item was discussed on August 7, 2025, with only three Council members present, and was continued to this meeting. This item is a request by HS Properties, LLC to adjust and extend the termination date within the Kachina Ridge Development Agreement. The subject property is 75.9 acres on the Hurricane Hill north of Highway 59.

The existing Agreement was approved by the Council on December 3, 2021, in conjunction with a zone change rezoning the property to Planned Commercial. In addition to the standard requirements that the developer bring utilities to the property, the Agreement requires that the developer design and construct intersection improvements on SR-59 to UDOT standards, including over/underpass, traffic signals, turn lanes, and other right-of-way improvements. The Agreement also states that the City Council has the option to terminate the Agreement if the final plat for the property has not been recorded by December 3, 2028. The developer has been working with UDOT to complete a design for the highway interchange, but the process has been moving slowly and has suffered some setbacks. The developer's request is that the Agreement be amended to give the Council the option to terminate if a preliminary plat has not been approved by the City by December 3, 2028, instead of requiring the recording of a final plat before the termination option is available. This amendment would avoid the potential situation where a preliminary plat has been approved and construction has started on the development, but the final plat is not recorded by the deadline, giving the Council the contractual ability to terminate the Agreement mid-development.

At the meeting on August 7th meeting, some of the Council was open to approving the request, while others were not, or wanted additional information. One of the primary concerns with the request was that it would encourage a project to move forward that would exacerbate an existing traffic problem on Main Street between SR-9 and SR-59. Another view was that the zone change approved in 2021 ignored the lack of public infrastructure to support the new zone, so allowing the approval to expire under the terms of the development agreement would be consistent with the deal that was struck in 2021 and would be in line with zoning policy that generally requires public facilities to support zone changes. It was also requested by some of the Council present on August 7th that, if an amendment was approved, that the Council be given authority to approve a preliminary plat instead of the Planning Commission.

If the Council chooses to amend the agreement, an amendment is included in the packet that will effectively make the following redlined changes to the existing agreement.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event ~~the final plat~~a preliminary plat for the Property has not been ~~recorded in the Office of the Washington County Recorder within seven (7) years from the date of this Agreement~~approved by the Hurricane City Council on or before December 3, 2028 (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.,* the Developer). ~~The Term may be extended by mutual agreement of the Parties.~~ The Hurricane City Council's option to terminate the Agreement for failure to secure preliminary plat approval within the Term may be exercised by a Resolution adopted by the Council setting forth the grounds for the termination. Each party consents that the Hurricane City Council shall act as the land use authority approving preliminary plats for the Property for as long as the Property is subject to this Agreement. Any termination of the Agreement shall result in the Property's zoning to revert back to the zoning that existed prior to this Agreement.



WHEN RECORDED RETURN TO:
Hurricane City
147 North 870 West
Hurricane, UT 84737

APN: H-296-B-1-A; H-302; H12-A; H-314-A-1;
H-348-B-1-A; H-348-B-1-B; H-3-1-25-331;
H-3-1-36-440

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KACHINA RIDGE

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KACHINA RIDGE ("Amendment") is made and entered into as of the 21st day of August, 2025, by and between Hurricane City, a municipal corporation (the "City") and HS Properties, LLC, a Nevada Limited Liability Company ("Developer"). The City and Developer are hereinafter referred to as the "Parties".

Recitals

A. The City and the Developer's predecessor in interest entered into an agreement titled "Development Agreement for Kachina Ridge," with an effective date of December 3, 2021, which was recorded with the Washington County Recorder on December 29, 2021, as Document No. 20210081735 (the "Development Agreement"), which Development Agreement was approved in conjunction with a zone change to the property subject to the Development Agreement, as described at Exhibit A (the "Property").
B. The Development Agreement provides, in part, that "in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement … the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement. The Development Agreement also provides that the "Term may be extended by mutual agreement of the Parties."
C. At a meeting of the Hurricane City Council held on August 21, 2025, the City Council approved this amendment to the Development Agreement to modify the expiration and termination timeline of the Development Agreement as set forth in this Amendment.

Amendment

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Subsection 11(m)(i) of the Development Agreement is deleted in its entirety and replaced with the following language:

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event a preliminary plat for the Property has not been approved by the Hurricane City Council on or before December 3, 2028 (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.,* the Developer). The Hurricane City Council's option to terminate the Agreement for failure to secure preliminary plat approval within the Term may be exercised by a Resolution adopted by the Council setting forth the grounds for the termination. Each party consents that the Hurricane City Council shall act as the land use authority approving preliminary plats for the Property for as long as the Property is subject to this Agreement. Any termination of the Agreement shall result in the Property's zoning to revert back to the zoning that existed prior to this Agreement.

2. This Amendment makes no other changes to the Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives.

HURRICANE CITY, a Utah municipal corporation

_____
By: Nanette Billings
Its: Mayor

ATTEST:

By: Cindy Beteag, City Recorder

HS PROPERTIES, LLC, a Nevada Limited Liability Company

_____
By: Kent Stephens
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 2025, personally appeared before me Kent Stephens who being by my duly sworn, did say that he is the managing member of HS Properties, LLC, a Nevada Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company with property authority and duly acknowledged to me that he executed the same:

_____
Notary Public

EXHIBIT A

Legal Description Parcel:

The following properties zoning has been changed to Planned Commercial and shall be subject to this development agreement.

LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER POF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88'52'39"W, 593.32 FEET TO THE POINT OF BEGINNING; THENCE S01;03'13"W, 385.08 FEET; THENCE WESTERLY ALONG THE ARC OF A 672.95 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 556.18 FEET (CHORD BEARS: S76'03'37"W 540.48 FEET); THENCE S52'23'00"W, 258.20 FEET; THENCE N01'04'13"E, 687.11 FEET: THENCE S88'52'39"E, 723.47 FEET; BACK TO THE POINT OF BEGINNING.

CONTAINING 8.5 ACRES

LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88'52'39"W, 1316.79 FEET TO THE POINT OF BEGINNING; THENCE S39'29'20"W, 1348.46 FEET; THENCE N80'05'35"E, 55.34 FEET; THENCE S01'02'22"W, 218.89 FEET; THENCE S68'13'41"E, 30.23 FEET; THENCE NORHEASTERLY ALONG THE ARC OF A 717.16 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 578.44 FEET (CHORD BEARS: N47'53'15"E 562.89 FEET); THENCE N70'59'39"E, 24.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 291.22 FEET (CHORD BEARS: THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 291.22 FEET (CHORD BEARS: N62'16'23"E 289.74 FEET); THENCE N51'58'30"E, 87.79 FEET; THENCE N01'04'13"E, 687.11 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES

LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 41 SOUTH RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26 SOUTH 89'59'38"WEST 1056.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 23'30'02" EAST 1444.46 FEET; THENCE NORTH 89'59'35" EAST 462 FEET; THENCE SOUTH 00'46'45" EAST 664.71 FEET; THENCE NORTH 89'13'15" EAST 528.96 FEET: THENCE SOUTH 00'45'45 EAST 661.50 FEET; THENCE SOUTH 00'05'42"WEST 1322.23 FEET; THENCE NORTH 89'54'12" WEST 528.96 FEET: THENCE NORTH 89'58'36" WEST 71.10 FEET: THENCE NORTH 19'17'29" EAST 44.99 FEET TO A POINT ON A 673.49 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 1183.21 FEET (CHORD BEARS NORTH 31'01'27" WEST 1036.81 FEET);P THENCE NORTH 00'04'30" WEST 384.59 FEET; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, SOUTH 89"59'38" WEST 462.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.99 ACRES.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a proclamation designating September 17 through 23 as Constitution Week.

Discussion: The Daughters of the American Revolution request that all Washington County communities annually approve a proclamation designating September 17 through 23 as Constitution Week, in honor of the anniversary of the drafting of the Constitution of the United States of America. – Cindy Beteag

Findings:

Recommendation:

PROCLAMATION

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Nanette Billings, by virtue of the authority vested in me as Mayor of Hurricane City do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Hurricane City to be affixed this 21st day of August of the year of our Lord two thousand twenty-five.

_____
Nanette Billings, Mayor

[Seal] Attest:

_____
Cindy Beteag, City Recorder

The foregoing Proclamation was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 21st day of August, 2025. Whereupon a motion to adopt and approve said Proclamation 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

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-32 appointing Lacee Jessop to the Airport Board.

Discussion: Dave Zundel, who was previously appointed to the Airport Board, has since been hired as the Airport Manager, creating a vacancy on the board. The Airport Board will meet on Tuesday to make a recommendation to the Council regarding his replacement, and Lacee Jessop has been recommended to fill the position. – Cindy Beteag

Findings:

Recommendation:

Resolution No. 2025-32

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

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

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

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

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

Lacee Jessop is hereby appointed to the Airport Board to fill a vacant position, with a term commencing immediately and expiring on February 1, 2026.

PASSED AND APPROVED the 21st day of August 2025.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 21st day of August 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

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of adding Dave Zundel as the contact person for the SUU MOU.

Discussion: There is currently a Memorandum of Understanding (MOU) with Hurricane City and SUU that designates a City contact person. Since Dave Zundell has been hired as the new Airport Manager, he needs to be appointed as the City's contact. The Airport Board will make a recommendation regarding this appointment at their meeting next Tuesday. – Cindy Beteag

Findings:

Recommendation:

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval to accept a FAA grant to design the reconstruction of the south apron.

Discussion: The City submitted a Project Application to the FAA on April 7, 2025, requesting federal funding for a project at General Dick Stout Field. The FAA has approved the project, which involves the design phase for reconstructing the south apron, as detailed in the application. The governing body must authorize execution of the grant. The Airport Board will review this item at their meeting next Tuesday and provide a recommendation to the Council. – Cindy Beteag

Findings:

Recommendation:

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

August 14, 2025

The Honorable Nannette Billings
Mayor, City of Hurricane
147 N 870 W
Hurricane, Utah 84737

Dear Mayor Billings:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-49-0012-013-2025 at General Dick Stout Field is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ryan Reyes, (303) 342-1282, ryan.a.reyes@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 14, 2025	
Airport/Planning Area	General Dick Stout Field Airport	
Airport Infrastructure Grant Number	3-49-0012-013-2025	[Contract No. DOT-FA25NM-1124]
Unique Entity Identifier	PNS1SKQDNZ58	

TO: City of Hurricane, Utah

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Utah.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 7, 2025, for a grant of Federal funds for a project at or associated with the General Dick Stout Field, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the General Dick Stout Field (herein called the “Project”) consisting of the following:

Reconstruct Apron (South)-Design Only

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor’s adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor’s acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $255,334.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $255,334 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    1. Posting of contact information.

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

   a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

      i. Severe forms of trafficking in persons;

      ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      iii. The use of forced labor in the performance of this grant; or any subaward; or

      iv. Acts that directly support or advance trafficking in person, including the following acts;

         a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

            1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

            2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

         c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

         d) Charging recruited employees a placement or recruitment fee; or

         e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

   b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
         a) Associated with performance under this Grant; or
         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
   a. "Employee" means either:
      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
   b. "Private entity" means:
      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **<u>IIJA Funded Work Included in a PFC Application</u>.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility

Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2025, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be

considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

        (1) additional conditions on the award;

        (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jesse A Lyman

(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

CITY OF HURRICANE, UTAH

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Utah__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. **Responsibility and Authority of the Sponsor.**

   2. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   3. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. **Good Title.**

   2. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   3. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   2. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

3. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
4. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
5. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
6. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
7. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
8. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    2. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

3. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    2. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

3. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
4. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
5. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
6. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
7. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
8. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
9. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

2. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
    a. Operating the airport's aeronautical facilities whenever required;
    b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
    c. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
3. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

    It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

    It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

    2. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
    3. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
        1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
        2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    4. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    5. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    6. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

7. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
8. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
9. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
10. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

2. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
3. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

2. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   a. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   b. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   c. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

3. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

4. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. **Reports and Inspections.**

It will:

2. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

3. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

4. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
5. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    a. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    b. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

2. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
3. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

2. The airport owner or operator will maintain a current airport layout plan of the airport showing:
    a. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

b. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

c. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

d. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

2. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

3. Applicability

a. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

b. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

c. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

4. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

a. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

b. So long as the sponsor retains ownership or possession of the property.

5. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Hurricane, Utah**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

6. Required Contract Provisions.

a. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

b. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

c. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

d. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

i. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

ii. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

7. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

2. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   a. Reinvestment in an approved noise compatibility project;

   b. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

   c. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

   d. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   e. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

3. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

a. Reinvestment in an approved noise compatibility project;

b. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

c. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

d. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

e. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

4. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

5. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 07, 2025.

35. **Relocation and Real Property Acquisition.**

2. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

3. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
4. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

2. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
   a. Describes the requests;
   b. Provides an explanation as to why the requests could not be accommodated; and
   c. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

3. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

2. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
3. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
4. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-07**, a proposed zone change for portions of the future Hurricane Civic Center property, located between the current city offices and 1150 W, from Single Family Residential R1-10 and Public Facility to Single Family Residential R1-4, Public Facility, and General Commercial; Parcel Numbers H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, H-3-1-34-4332; Hurricane City, Applicant.

Discussion: Hurricane City is initiating a zone change on 20 acres located along 100 N between 870 W and 1150 W adjacent to, and including, the property housing the existing city offices. The proposed zone change is in preparation for development of the Hurricane City Civic Center Project. The police department has grown significantly and is currently housed in an aging, inadequate building that was not designed for use as a police station. Similarly, city administration has outgrown existing administrative office space. Therefore, rezoning the property is critical for beginning construction of a new police station and city hall in order to meet the City's current and future municipal needs. Multiple community workshops, surveys, and public outreach initiatives aimed at gathering input on the future use of the site were conducted, and that input was carefully considered in advance of this action. The proposed zoning also reflects the City's goal of creating a centralized civic hub that integrates essential community services with commercial and residential uses that are intended to offset the financial burden on the taxpayers for construction of these new public facilities. At a joint work meeting with the Planning Commission on June 19, 2025, the City Council directed staff to proceed with a zone change application for the Hurricane City Civic Center Project with the following proposed zoning designations:

(Note: the acreages are approximations that will need to be adjusted to best fit the 20-acre property.)

- Approximately 3 acres to be rezoned from the existing Single Family Residential R1-10 to Single Family Residential R1-4.
- Approximately 8 acres to be rezoned to Public Facility (PF) to accommodate a new police station, city administrative offices, parking areas, and public park space.
- Approximately 5 acres to be rezoned to General Commercial (GC) for future commercial development along the prominent 100 North corridor.
- The remaining approximately 4 acres of the property north of the current city offices will essentially retain its mostly Single Family Residential R1-10 zoning designation for the present time; although, it will likely be rezoned in the future to accommodate a future component of the Civic Center master plan.

- No Planned Development Overlay ("PDO") is proposed at this time.

Planning Commission Meeting

A public hearing on the proposed zone change was held at the July 10, 2025, Planning Commission meeting. Twelve (12) verbal public comments were received at the hearing, and five (5) written comments were also received. All the comments were in opposition to the zone change, particularly, in respect to the R1-4 and commercial zones. The public objections included concerns about negative impacts to adjacent neighbors from high density housing, traffic, parking, and increased enrollment at nearby schools. Notwithstanding, many of the public in attendance did express support for approval of the Public Facility zone and construction of the new police station and city offices. During the Planning Commission's discussion of the item, the commissioners shared the public's concerns regarding the proposed R1-4 and commercial zones. Michelle Smith thought R1-4 would create parking issues. Kelby Iverson stated that none of the property should be rezoned to R1-4, and that the proposed park areas should be zoned Open Space instead of Public Facility. Amy Werrett recommended approval of the Public Facility zone but does not want the commercial and R1-4 zones. Ralph Ballard suggested roadways should be incorporated in the park and commercial areas to relieve traffic impacts. Ralph Ballard also asked if the R1-4 lots were to be sold or rented. Staff replied that based on the last work meeting with the City Council none of the property was currently being considered for sale, to which Councilman Thomas stated that the R1-4 area has always been intended to be sold. Ralph Ballard and Mark Sampson both asked if there were any detailed development plans for the R1-4 and commercial sites. Staff replied that there are no imminent plans for any of the site except for the construction of the new police station and city offices. The Planning Commission voted 4 to 2 to make the following recommendations to the City Council regarding the proposed zone change:

1. The Planning Commission recommends that only the Public Facility zone be approved at this time, with the rest of the property to remain in its existing R1-10 zoning classification.
2. The Planning Commission requests more discussion with the City Council before approval of any commercial or R1-4 zones on the Civic Center property.
3. The Planning Commission recommends that no commercial or R1-4 zones be approved on the Civic Center property without a traffic study and a specific development plan being in place for such zones.
4. The Planning Commission recommends that the park areas shown on the Civic Center master plan should be zoned Open Space instead of Public Facility. – Gary Cupp

Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes:

1. Is the proposed amendment consistent with the goals, objectives, and policies of the city's General Plan? The Future Land Use Map for this area designates the property as "Public Use"

and “Multifamily,” with which the inclusion of the proposed R1-4 zoning and civic uses of the property will be compatible. Additionally, the General Plan encourages the appropriate use of land and the efficient placement of public facilities to support the City’s growth and service needs. By consolidating municipal services, such as a new police station, city offices, and park space, into a centralized location, the City is implementing the General Plan’s objective to provide needed public infrastructure cost-effectively. The inclusion of R-1-4 zoning is intended to introduce more flexible residential options that support the Moderate Income Housing Plan’s goal to diversify housing types and affordability. Additionally, the General Commercial zoning along the 100 North corridor will further develop an economic area of the City that is consistent with the General Plan’s strategy to promote commercial development in appropriate, high-visibility locations. The zone change reflects a balanced approach to land use planning that supports civic, residential, and economic priorities while also incorporating the public input that was gathered through previous community-outreach surveys.

2. Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property? The proposed amendment is harmonious with the character of existing development in the vicinity of the subject property. The areas surrounding the site include a mix of public facilities, residential neighborhoods, and commercial uses, making it well-suited for the proposed combination of civic, residential, and commercial zoning. The planned civic improvements, including a new police station and city offices, would be a natural extension of the existing municipal presence in the area. The R1-4 zone will introduce single-family homes on smaller lots, which provides more housing options in the community. Additionally, the commercial zoning along the 100 North corridor is compatible with surrounding commercial uses and will enhance that corridor’s role as an economic and transportation route.

3. Will the proposed amendment adversely affect adjacent property? The proposed amendment is not expected to adversely affect adjacent properties. Each component of the civic center master plan has been designed to ensure compatibility with surrounding land uses. The Public Facility zoning will support essential municipal functions, such as a police station, city offices, and park space, which are generally considered compatible with both the residential and commercial neighbors. The Single Family Residential R1-4 zoning will allow for smaller single-family lots at a moderate density that will serve as a reasonable transition from the larger lot developments nearby. The commercial zoning is proposed along 100 North, which is a major roadway already developed with, and suited for, commercial activity. As proposed, the amendment is designed to integrate with adjacent development.

4. Are public facilities and services adequate to serve the subject property? The subject property is centrally located within a developed area and currently has access to all necessary public

utilities and services. Existing infrastructure, including water, sewer, power, and roads, is available onsite or immediately adjacent to the site.

Recommendation: *Based on the project findings, staff recommends approval of the zone change as proposed.* But, staff recognizes the Planning Commission's concerns regarding the lack of specific development plans for the commercial and residential aspects of the master plan, and would also support rezoning for only the Public Facility portions of the master plan.

Hurricane City Application

Type of Improvement: Zone Change Application
Description:

Tenant / Project Name: Hurricane City Civic Center

Bldg. Address: 147 N 870 W
City: Hurricane City State: UT Zip: 84737
Subdivision: Phase:
Block: Lot #: Parcel ID #: H-3-1-34-4331, H-3-1-34-4332, H-3-134-4320, & H-3-1-34-4210
Zone: R1-10
Property Owner: Hurricane City
Permit Contact: Kaden DeMille P:(435) 635-2811
Email: kaden@hurricane.utah.gov

CONTACT INFORMATION

General Contractor: Hurricane City
License #: P: (435) 635-2811
Address: 147 N 870 W
City: Hurricane State: UT Zip: 84737
Email: kaden@hurricane.utah.gov

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Sub Total:	**$**	**0.00**
Permit Total:	**$**	**0.00**
Amount Paid:	**$**	**0.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: ZC25-07

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name:

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #:

DRAFT

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**07/10/2025 - Planning Commission**
Application Number:	ZC25-07
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	
Request:	Approval of a Zone Change from R1-10 and Public Facility to Public Facility, General Commercial, and R1-4
Location:	100 N 1150 W
Zoning:	Single Family Residential R1-10 and Public Facility
General Plan Map:	Public and Multifamily
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III/Gary Cupp

Discussion:

Hurricane City is initiating a zone change to support the long-term development of approximately 20 acres, which includes the existing City Hall site and approximately 15 acres of adjacent undeveloped property. This effort follows multiple public workshops, surveys, and community outreach initiatives aimed at gathering input on the future use of the site. The City has outgrown its current administrative and police facilities and is preparing to develop the property to meet future municipal needs and limit the financial burden on the taxpayers for these facilities. The proposed zone change will allow for a mix of civic, residential, and commercial uses, aligning with the City's proposed master plan for a multi-functional civic center area.

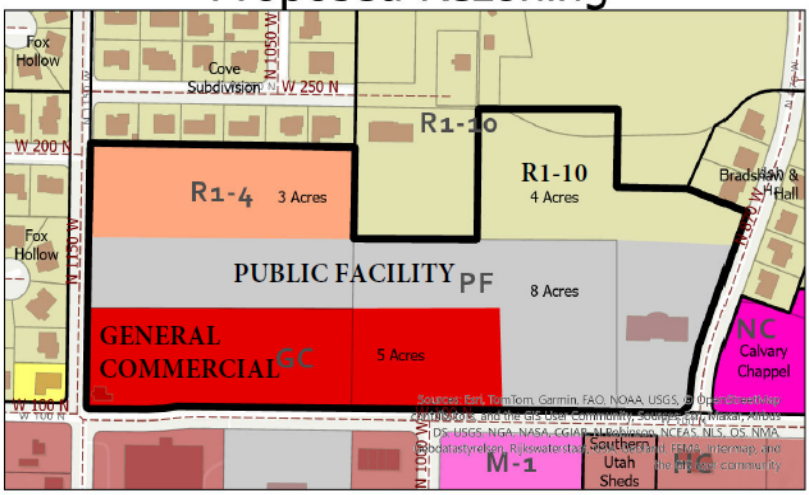
Zone Change Proposal

The proposed zoning designations are as follows, with the proposed zone acreages being approximations that may be adjusted to fit the 20-acre property:

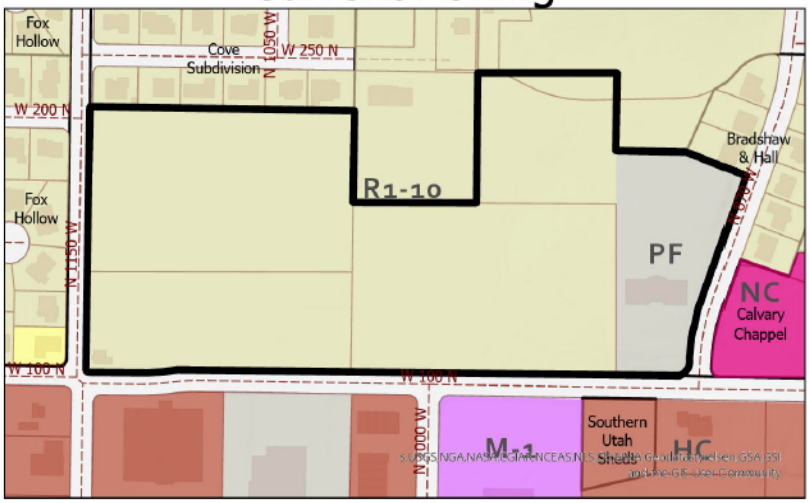
- Approximately 3 acres to be rezoned from R1-10 (Single-Family Residential, 10,000 sq. ft. minimum lot size) to R1-4 (Single-Family Residential, 4,000 sq. ft. minimum lot size), intended for future residential development.
- Approximately 8 acres to be rezoned to Public Facility (PF), to accommodate a new police station, city administrative offices, parking areas, and public park space.

- Approximately 5 acres to be rezoned to General Commercial (GC), intended for commercial development along the prominent 100 North corridor.
- The remaining approximately 4 acres of the property, north of the current city offices, will essentially retain its mostly Single Family Residential R1-10 zoning designation for the present time; although, it will likely be rezoned in the future to accommodate a future component of the Civic Center master plan. No development plan on this portion of the site has yet been approved.

Proposed Rezoning

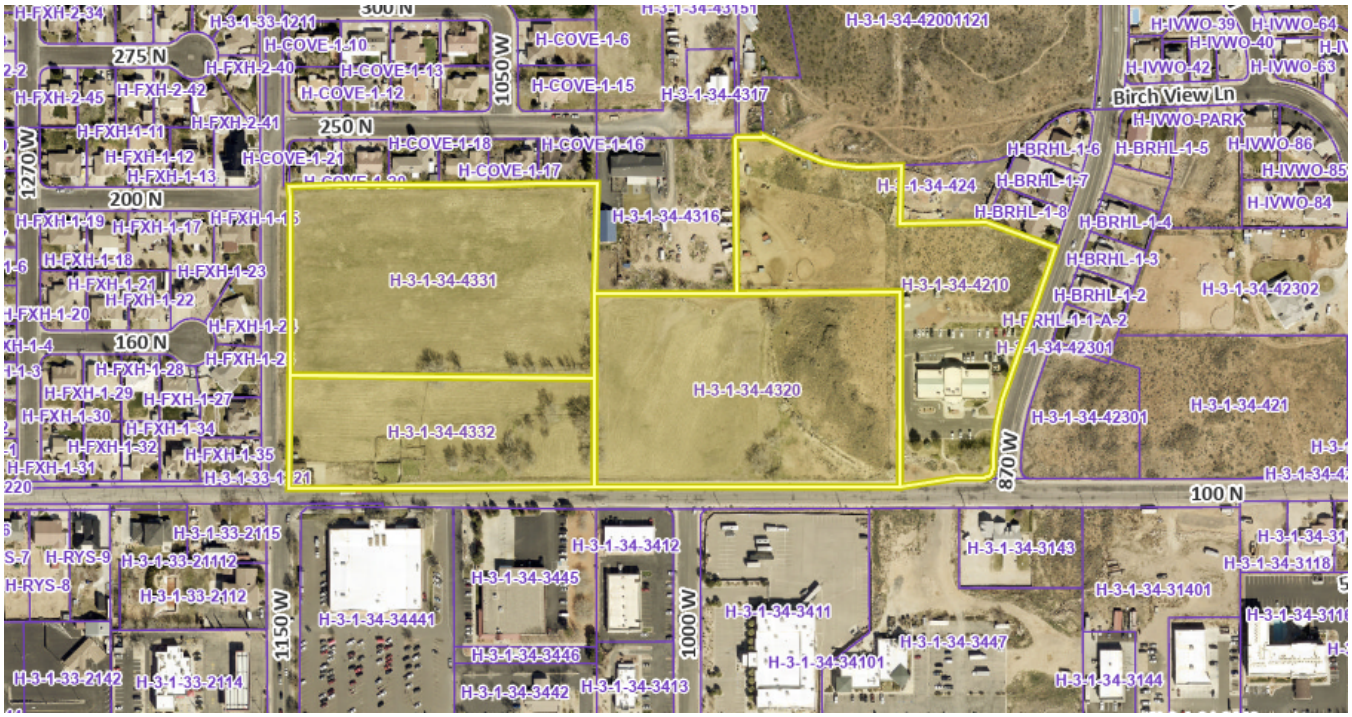


Current Zoning



This proposed zoning arrangement reflects the City's goal of creating a centralized civic hub that integrates essential services, community amenities, and complementary commercial activity.

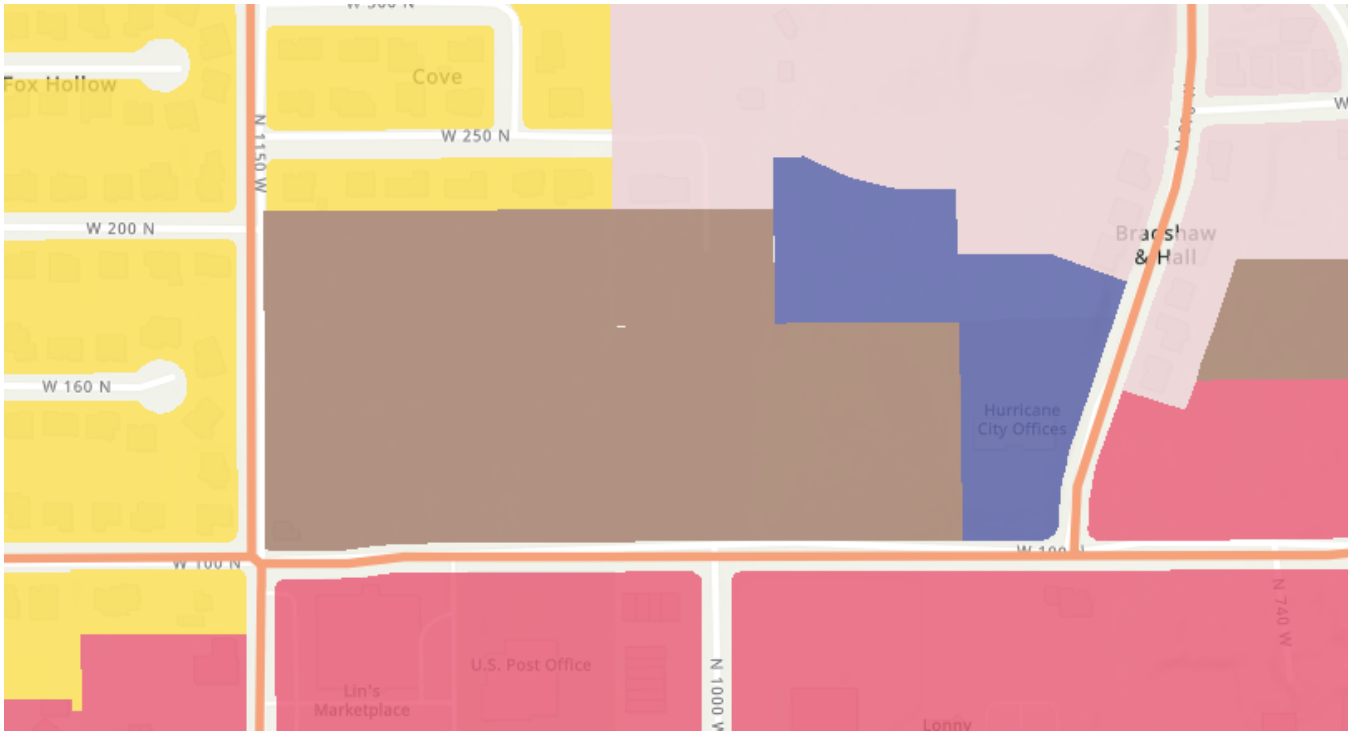
	Zoning	Adjacent Land Use
North	R1-10, RA-0.5	Single Family Homes and Undeveloped Property
East	NC, R1-10	Undeveloped property (future church), Single Family Homes
South	HC, PF, M-1	Commercial development
West	R1-10	Single Family Homes



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

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

Response: The Future Land Use Map for this area designates the property as Public Use and Multifamily, with which the inclusion of the proposed R1-4 zoning and Civic uses of the property will be compatible.



Additionally, the General Plan encourages the efficient use of land and the thoughtful placement of public facilities to support the City's growth and service needs. By consolidating municipal services, such as a new police station, city offices, and park space, into a centralized location, the City is aligning with the General Plan's objective to provide cost-effective, high-quality public infrastructure. The inclusion of R-1-4 zoning introduces more flexible residential options, supporting the Moderate Income Housing Plan's goal to diversify housing types and affordability. Additionally, the designation of General Commercial zoning along the 100 North corridor will strengthen and further develop a key economic area that is consistent with the General Plan's strategy to promote commercial development in appropriate, high-visibility locations. The zone change reflects a balanced approach to land use planning that supports civic, residential, and economic priorities while incorporating the public input that was gathered through previous community-outreach surveys.

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

Response: The proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property. The area surrounding the site includes a mix of public facilities, residential neighborhoods, and commercial uses, making it well-suited for the proposed combination of Public Facility, Single Family Residential R1-4, and General Commercial zoning. The planned civic improvements, including a new police station and city offices, are a natural extension of the existing municipal presence in the area. The R1-4 zone will introduce single-family homes on smaller lots, which complements nearby traditional residential development while providing more varied housing options. Additionally, the General Commercial zoning along the 100 North corridor is compatible with surrounding commercial uses and will enhance the corridor's role as a key economic and transportation route. Overall, the proposed amendment reflects a cohesive land use pattern that integrates well with the existing character and function of the surrounding area.

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

Response: The proposed amendment is not expected to adversely affect adjacent properties. Each component of the zone change has been planned to ensure compatibility with surrounding uses. The Public Facility zoning will support essential civic functions, such as a police station, city offices, and park space, which are generally considered compatible with both residential and commercial neighbors as well as the current use of the property. The Single Family Residential R1-4 zoning will allow for smaller single-family lots, which maintain a lower-density residential character while offering greater housing variety and a reasonable transition from larger lot subdivisions nearby. The General Commercial zoning is located along the 100 North corridor, a major roadway already developed with and suited for commercial activity, minimizing potential conflicts with nearby uses. As such, the amendment is designed to integrate with and complement the adjacent development rather than detract from it.

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

Response: Yes. This property is centrally located within a developed area and currently has access to all necessary public utilities and services. Existing infrastructure, including water, sewer, power, and roads, is available onsite or immediately adjacent to the site. Any additional requirements or improvements needed to support future development will be identified and addressed during the detailed design and permitting phases to ensure adequate service levels are maintained.

JUC Comments

Public Works: No comment**.**
Power: We can service as needed.
Water: Okay.
Streets: Okay with zone change.
Sewer: No comment.
Engineering: Development of the site and surrounding streets can mitigate adverse effects. Although subjective, it appears positive effects would outweigh the adverse. Before committing to any construction, a traffic impact study should be completed. Development of the site will increase adequate facilities (bring in public space, administrative space, police building, improve streets) the nearby commercial and schools should support dense residential.
Fire: Approved.
Gas: Okay
WCWCD: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Findings: Staff makes the following findings:

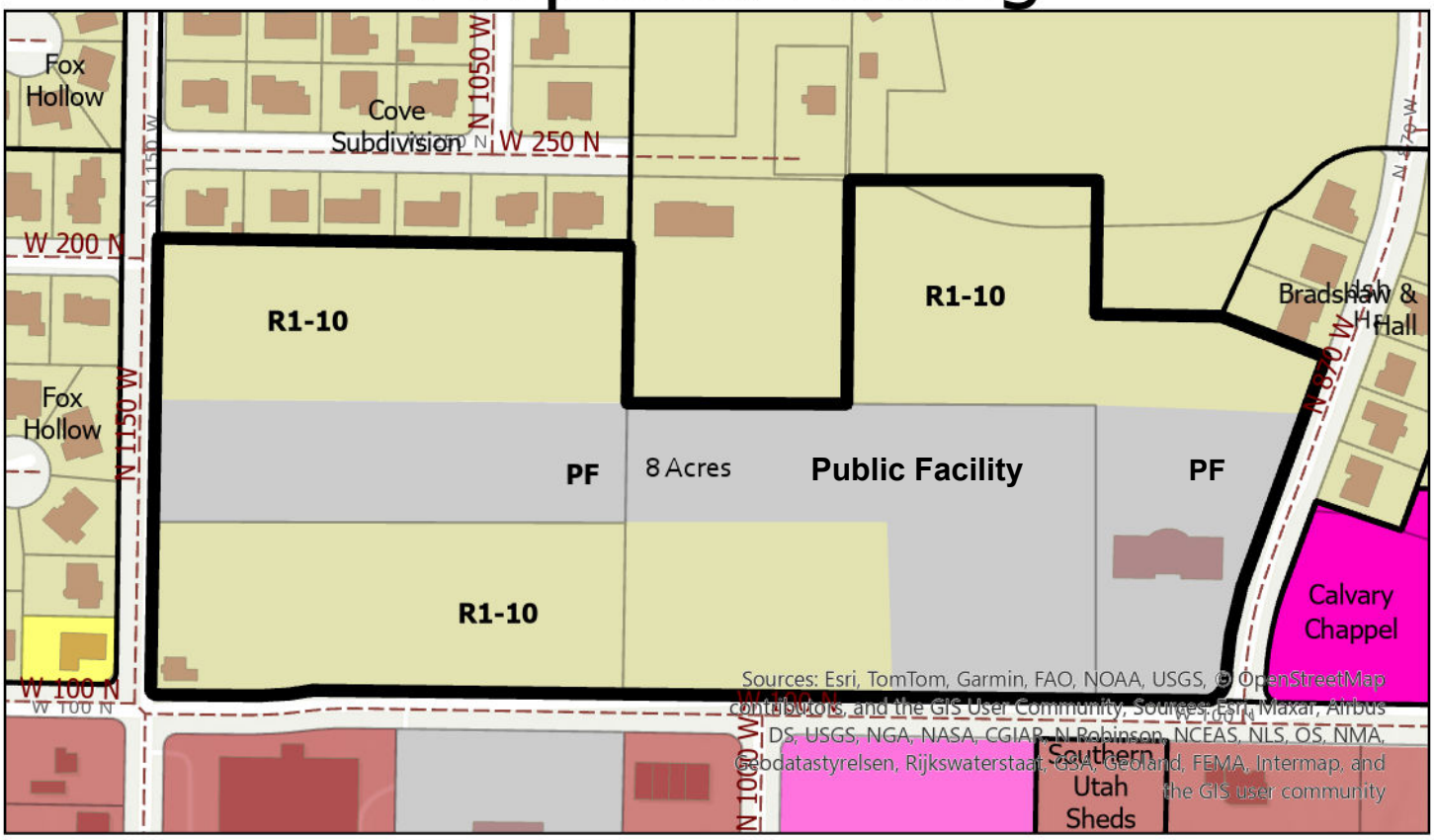
1. The proposed amendment is compatible with the goals and policies of the General Plan based on

the consistency of the proposed zoning changes with the City's Future Land Use Map designations and its emphasis on efficient, centralized civic services, increased commercial development, and varied housing options.

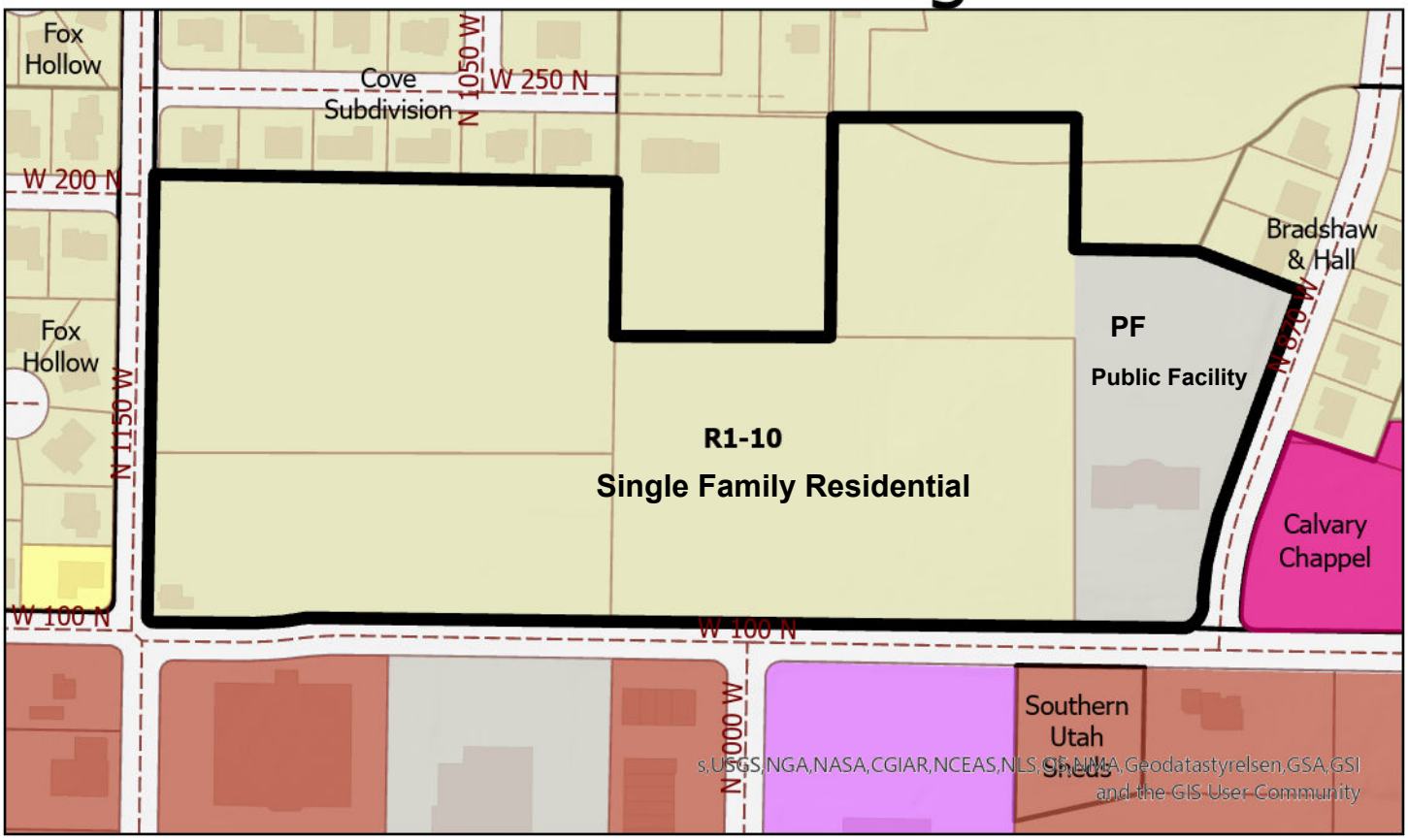
2. The proposed amendment is harmonious with the overall character of the existing development based on how the mixture of public, residential, and commercial zoning will complement the surrounding land uses.
3. The proposed amendment will not have an adverse impact on adjacent properties.
4. The property is located in a developed area and its public facilities and services are adequate for this development.

Recommendation: The Planning Commission should review the proposed zone change based on the applicable standards within the Hurricane City Code and consider any public comments received at the public hearing for the item, and make a recommendation to the City Council. Staff recommends approval subject to staff and JUC comments.

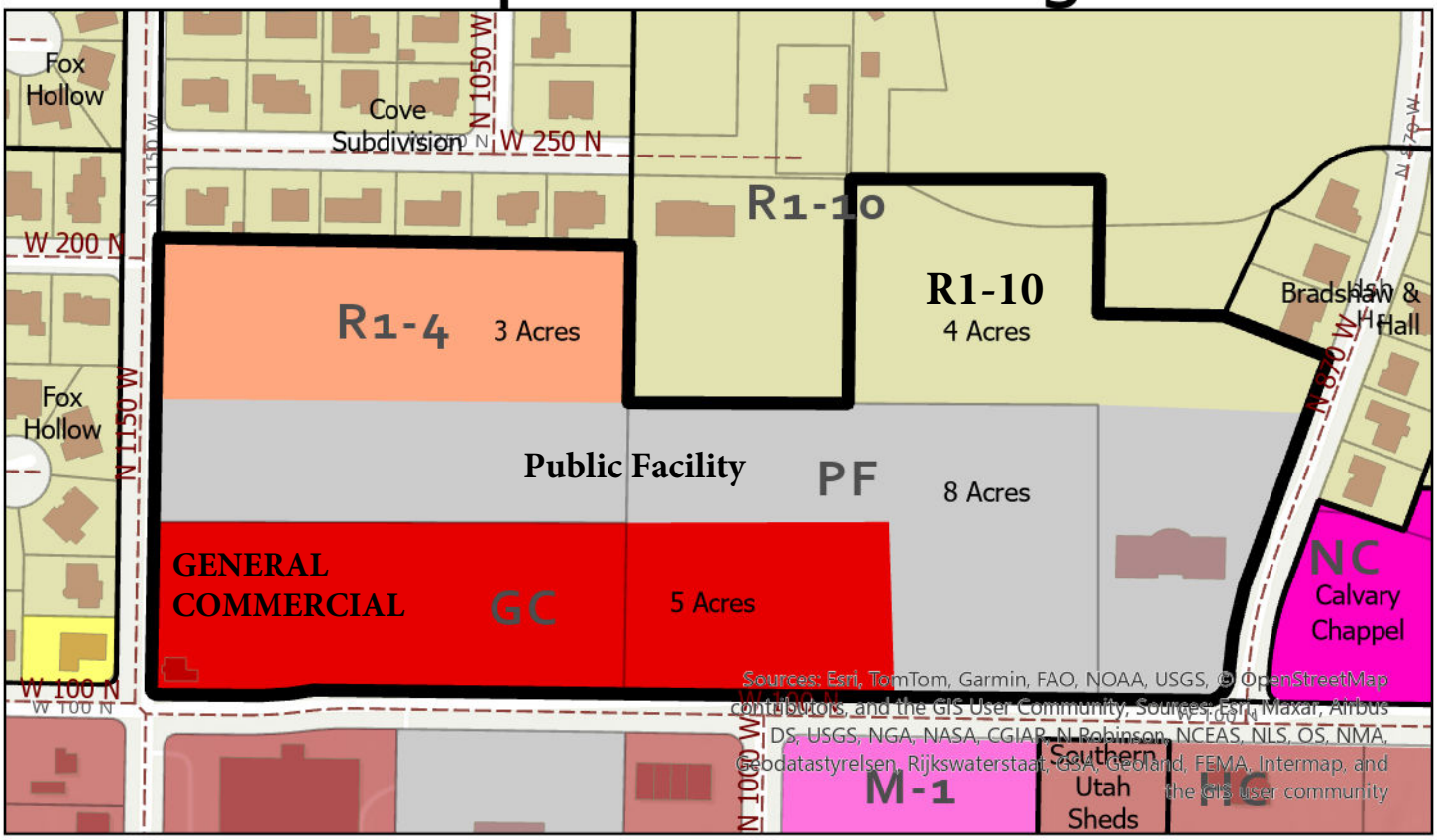
Proposed Zoning



Current Zoning

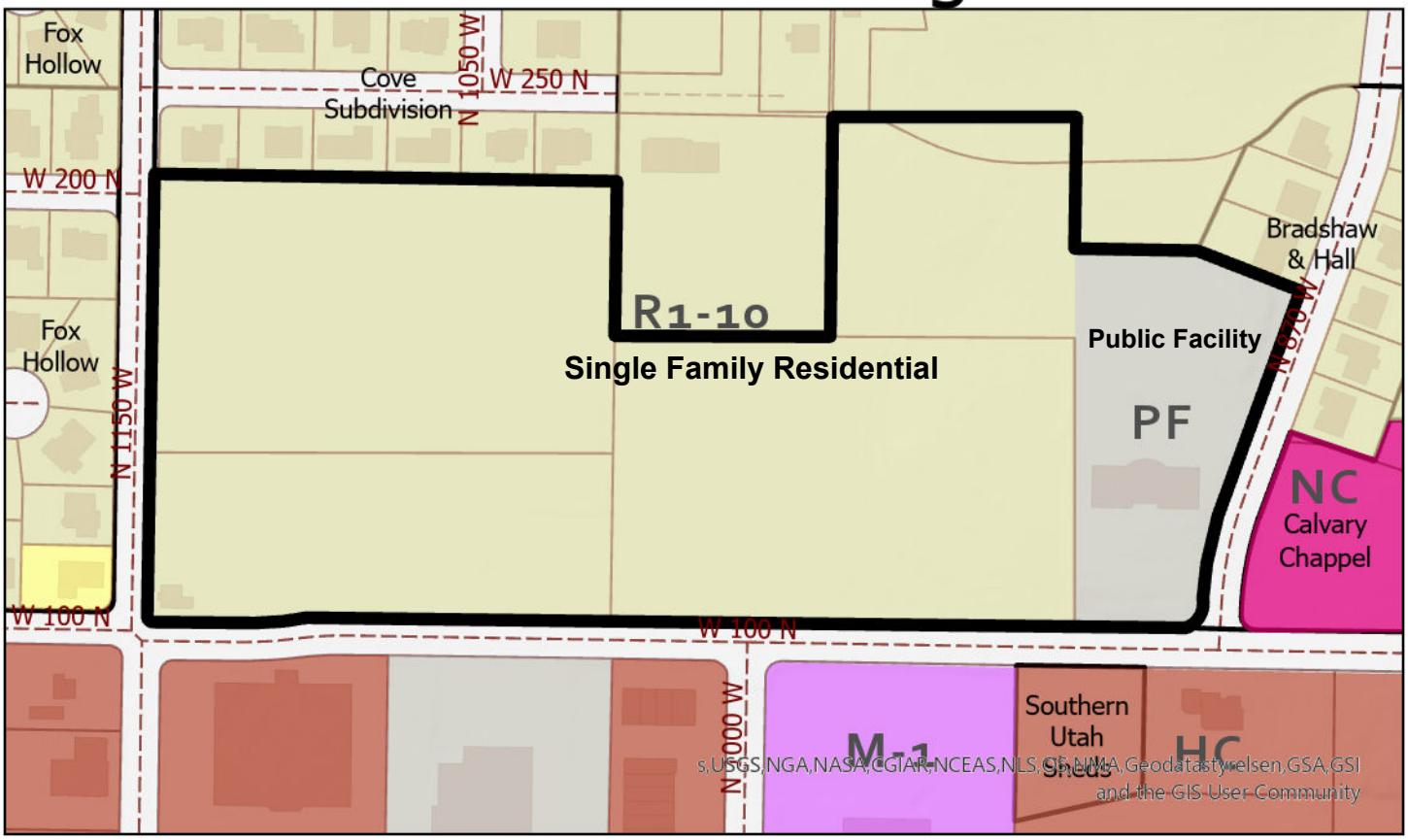


Proposed Rezoning



(Note: The acreages are approximately depicted on the figure and may be adjusted.)

Current Zoning



From: Heather Aleman
To: Public Comment
Subject: Zone Changes for the Future site of the Hurricane Civic Center
Date: Wednesday, July 2, 2025 2:57:01 PM

Hello,

My name is Heather Fatkin, and I am a resident of Hurricane (1141 W 250 N), my home is directly impacted by the upcoming zone changes to the property behind Lins. I can tell that public feedback was considered in most of the proposed zone changes, and I thank you for that. However, in regards to the 3 acres directly behind my home it appears to be given an even higher density than was originally proposed. By my calculations changing this area from R1-10 to R1-4 allows within that 3 acre plot a maximum of 32 homes to be built, In the same amount of space in my neighborhood there exists 11 homes. I don't feel that is in keeping with our neighborhood and with the lots at such a small size (4,000 sqft) they almost assuredly would be built up, whereas the homes on my street and backing up to what is currently the field are all single level. I am very sad to be losing this field, my house in particular was built with the field in mind with more than 60% of my windows south facing (towards the field) I understand that it was always one day going to be developed into homes, but at the current zoning the chances were stronger that they would be single level family homes. I know that asking you to keep it zoned R1-10 is probably not possible, so I am entreating you all to reconsider this 3 acre section to a zoning that is at least not such a stark contrast to the existing homes and community such as R1-8 which would allow for 16 homes or even an R1-6 which would allow for up 21 homes would be appreciated. Thank you for your time and consideration,

Sincerely, Heather Fatkin

Tuesday 2nd Communication

15 July 2025

Hurricane City
Planning & Zoning
147 N 870 W
Hurricane, UT 84737

RE: Development of ACERAGE behind the WALL of homes on 250 N

I am curious if/when our Planning & Zoning REPS will be revealing their response to Public after all these meetings. I don't feel being heard. There are SO MANY questions?

Today I do not feel or think that the Community has heard or seen responses unless one goes directly to specific individuals within the institution.

I continue to ask that the PARK or GREEN area on proposed plan I have viewed be MOVED to the WALL and delete the R1-4 idea all together.

Allocating GRANT Monies to buy trees that will provide a barrier to noise and give PRIVACY to the backyard of these homeowners would be so respectful.

I have lived in this home for 20 years now enjoying the quiet and the views of GooseBerry Mesa, Molly's Nipple and the Vulcan cinder cone from out backyard. I have served in the School District and University. My heart has a BIG stake in your endeavor.

Another subject is wondering why the water line which was put in about 15 yrs. ago? Isn't noted on the proposal map. It is a 20 ft. easement to the wall.

The next meeting is TH 7 August….a decision will be announced? Changing zone from R1-10 or 8 to R1-4?

All of us have a different heart and view of this….what say you?

Respectfully,

Donna Shouse
1099 W 250 N
Hurricane, UT 84737

4/2/2025

RECEIVED

Attention:

Hurricane City Council and Planning Commission

Dear Hurricane City Council and Planning Commission,

We are writing to expand on our formal opposition to the City of Hurricane's proposed rezoning and/or development of parcels (H-3-1-34-(4210,4320,4331,4332) located between 1150 W and 870 W & 100 N to 250 N, as currently proposed. As adjacent property owners, we have significant concerns about both the legality and appropriateness of this action.

This letter outlines several critical issues.

Dual Role Conflict & Due Process Concerns:

1. This proposal appears to create an inherent conflict of interest under Utah Code § 10-9a-306, as the city would be acting as both:

- The property owner/developer seeking the zoning change
- The land use authority deciding on zoning changes

2. This dual role violates fundamental principles of due process and fair dealing in land use decisions, as the city cannot be expected to act as an impartial arbiter of its own development interests.

Zoning Process & Procedural Issues:

1. The City's process appears to potentially violate Utah Code § 10-9a-502, which requires:

- Notice and public hearings before the planning commission
- The planning commission to make recommendations to the legislative body
- The legislative body to hold additional public meetings before adoption

2. Under Utah Code § 10-9a-503, any zoning changes must:

- Protect property values of adjacent landowners
- Represent orderly development of the area
- Be consistent with the General Plan (Changes to the General Plan made without public input in 2021 do not justify Zoning Changes on this property, Zoning Map update several months later in 2021 did not show or represent these intended changes on the General Plan.)

Potential Improper Use of Eminent Domain:

Any attempt to use eminent domain for this project would violate Utah Code § 10-9a-512, as:

- The taking would primarily benefit the City's development interests rather than serving a clear public necessity

- The city cannot demonstrate this is the least intrusive means to achieve any claimed public purpose

Adverse Impacts on Adjacent Properties:

1. The proposed high-density and commercial rezoning would:

- Significantly reduce adjacent property values

- Fundamentally alter the character of our low-density residential neighborhood

- Create unmanageable traffic and infrastructure burdens

General Plan Consistency:

1. The proposal conflicts with Utah Code § 10-9a-401 requirements that the general plan promotes:

- Stability of existing neighborhoods

- Health, safety and welfare of the community

- Protection of property values

Recommendations:

1. The city should

- Withdraw or Put on Hold the current proposal

- Identify areas already zoned for higher density development

- Establish proper separation between roles as property owner, and regulatory authority

- Conduct transparent studies on infrastructure impacts

- Engage in meaningful community consultation

2. If development is deemed necessary in this area, it should

- Maintain consistency with current zoning densities

- Include appropriate transitions and buffers

- Protect existing property values and neighborhood character

Request for Action

We respectfully request that the City of Hurricane:

1. Immediately cease pursuit of this conflict-ridden proposal
2. Provide full public disclosure of:
   - All property appraisals and valuations
   - Infrastructure impact studies
   - Traffic studies
   - Environmental assessments
3. Hold additional proper public hearings as required by state law
4. Establish clear procedural safeguards to address the inherent conflict of interest
5. Explore consistent nonpartial application of the city code pertaining to short-term rentals

As adjacent property owners, we reserve all rights under Utah Code § 10-9a-801 to challenge this action through appropriate legal channels if necessary. Additionally, we may seek injunctive relief under § 10-9a-802 if the City attempts to proceed without addressing these fundamental legal deficiencies.

This letter shall be included in the official record of any proceedings related to this matter.

Sincerely,

Kevin & Tina Brough

1029 W 250 N

[H-COVE-1-16]

Jason & Kami Collard

1047 W 250 N

[H-COVE-1-17]

Matt & Jaymie Wetzel

1015 W 250 N

[H-3-1-34-4316]

Kenny & Heather Fatkin

1141 W 250 N

[H-COVE-1-21]

Other Adjacent Property Owners:

H-COVE-1-15	David & Cheri Barton
H-COVE-1-18	Layne Bagley
H-COVE-1-19	Gary & Donna Shouse
H-COVE-1-20	Jeff Bradybaugh
H-3-1-34-4317	Darrell & Sarah Hall
H-3-1-34-4318	M&S Ranch LLC
H-3-1-34-43151	Mac Hall
H-BRHL-1-8	Michael & Brandi Hall
H-BRHL-1-7	Matt & Angie Excell
H-BRHL-1-6	Noemi Munoz

cc: Hurricane City Planning Commission

Hurricane City Attorney's Office

Utah Property Rights Ombudsman

Washington County Commission

RECEIVED
7/1/25

Kami Collard
1047 W. 250 N.
Hurricane, UT 84737
collardcrew@gmail.com

June 25, 2025

Hurricane City Planning Commission
Hurricane City
147 N. 870 W.
Hurricane, UT 87373

Dear Council Members,

I have had the pleasure of living in Hurricane these past nine years and have been a resident of Washington County for 38 years. I have watched the growth all around us. I have watched as the Hurricane city council has worked hard to improve Hurricane and provide necessary things like a new pool and recreation facility and find clever ways to fund them. I have sat in on city meetings and I have appreciated the courtesy they have given me when I have spoken and I feel they have tried to take in account the citizens when they have made decisions. I appreciate the kindness shown and I have appreciated the length you have gone to in meetings to make things clear to the citizens.

As my husband and I decided to buy another home we decided to settle in the country here in Hurricane. We loved it for the quaintness, people and beautiful country feeling. When we bought our home on 1047 W. 250 N. almost nine years ago we knew eventually homes would go up behind us since it is zoned for them. I still love and support that idea. The American dream is to buy a home. Create a place where they can settle down in a town and grow their roots and be a part of the community. That is why we choose to live here.

In the last city council meeting I was told the new proposal for the Civic Center is to change the zoning behind our home into one that allows high density housing. I am hearing 20-40 units. I implore you not to change the zoning.

You have talked in the meetings how you want to help people with housing in Hurricane. Right now most can find a place to live and rent but almost no-one I know of can afford to buy a home. If you want to help the Hurricane citizens then helping them buy a home and invest in the community is the greatest asset they can be. Leasing the land and renting out units does not allow the tenants to become a part of Hurricane and invest in our community.

I want to review how your current plan is not in alignment with obtaining a zone change in Hurricane. First off it is supposed to be harmonious with the overall character of existing development. All around that space are single family homes. Most have at least a 15-20 foot backyard and only one home is two stories high. Putting in that many units means no privacy to the people by them. I am unsure if you are wanting to put condos, duplexes, townhomes or however, a majority of the duplexes and townhomes going in at this time have maybe 5 feet of a backyard and most are 2-3 stories high. My home is the only two story home on the block. That means the people living in the units will literally be able to see everything going on in my backyard and home. Plus this many units built is not in alignment with what is already there.

Second, in other city meetings other developers have asked for zone changes like this and the city has turned them down, due to it not being in alignment with guidance on zone changes, understanding that most often it is not harmonious with what is around them and will decrease the property value of what is around them. I feel it is important for the city to be the example and hold themselves to the same precedence they have set for others.

Third, it will adversely affect adjacent property values. Adding in high density housing next to the houses on 250 North will bring down my property value as well as everyone living on that section of 250 North. No one will feel they have any privacy and it will become a transient area if the city leases the land and people can only rent.

Last question is are there adequate facilities? To this I would say no, due to more traffic coming in and all the problems already at the Lins stoplight on state street.

I have come to multiple meetings and gotten a petition signed. The neighborhood does not want high density housing anywhere in that area. I am asking you to please reconsider this choice behind 250 North and not put high density housing there. Please think, if this was my property, would I want this going in? There is plenty of room in Hurricane to put high density housing in other places that won't affect what is already there, the property value or put more strain on the streets. Thank you for your consideration.

Sincerely,

Kami and Jason Collard

Monday

7 July 2025

Hurricane City
Planning & Zoning
147 N 870 W
Hurricane, UT 84737

As a neighbor here on 250 N with the property behind my brick wall being developed I am asking for a concession.

Please move the park along this wall and move EVERYTHING else to 100 N

Write a grant for monies to buy trees that will grow DENSELY together so SOME of my PRIVACY to our backyard will be preserved.

Respectfully,

Donna Shouse
1099 W 250 N
Hurricane, UT 84737
donna_shouse@yahoo.com
435-216-2515

ORDINANCE NO ZC25-07

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCELS H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, AND H-3-1-34-4332 FROM SINGLE FAMILY RESIDENTIAL 10 (R1-10) TO PUBLIC FACILITIES (PF), SINGLE FAMILY RESIDENTIAL 4 (R1-4) AND GENERAL COMMERCIAL (GC)

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

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

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

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

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

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

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

That parcels H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, and H-3-1-34-4332 are rezoned from Single Family Residential 10 (R1-10) to Public Facilities (PF), Single Family Residential 4 (R1-4) and General Commercial (GC).

PASSED AND APPROVED on this 21st day of August 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 21st day of August 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

ORDINANCE NO ZC25-07

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PORTIONS OF PARCELS H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, AND H-3-1-34-4332 FROM SINGLE FAMILY RESIDENTIAL 10 (R1-10) TO PUBLIC FACILITIES (PF)

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

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

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

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

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

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

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

That portions of parcels H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, and H-3-1-34-4332 are rezoned from Single Family Residential 10 (R1-10) to Public Facilities (PF).

PASSED AND APPROVED on this 21st day of August 2025.

Hurricane City

_____

Nanette Billings, Mayor

Attest:

_____

Cindy Beteag, City Recorder

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

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of local consent for a full service liquor restaurant license for Coral Cliffs Entertainment.

Discussion: Coral Cliffs Entertainment is currently constructing a complex that will include a food establishment, bowling, and other activities. They are requesting a full-service restaurant liquor license. Staff has completed a background check on the individual overseeing daily operations and has no concerns with issuing the license. A separate business license will be required for the building before construction is complete. – Cindy Beteag

Findings:

Recommendation:

HURRICANE CITY
UTAH

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

HURRICANE CITY
147 N 870 W
HURRICANE, UTAH 84737
(435) 635-2811

NOTE: **Please print or type.** All questions must be answered completely or application will not be considered.

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

- ✓ $50.00 non-refundable application fee
- ✓ Annual license fee (refunded if application is denied)
- ✓ Statement from 5 individuals or entities recommending the applicant
- will need Copy of business license or business license application
- _____ Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants
- _____ Names and addresses of shareholders, members, or partners (applicable to Corporations, limited liability companies and partnerships)

1. Applicant If the license is for an individual or sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent authorized to make the application and a separate sheet must be attached giving the names and addresses of all shareholders owning more than 10% of the corporation. If license is for a limited liability company, applicant must be a manager or managing member authorized to make the application. If license is for a partnership, the applicant shall be a general partner and a separate sheet must be attached giving the names and addresses of all partners.

Name Zachery (First) Miles (Middle) Morgan (Last)

Home address [redacted] (City) (State/Zip)

Phone Number [redacted]

Social Security [redacted] Date of Birth [redacted]

U. S. Citizen? X Yes _____ No, if no, registered alien? _____ Yes _____ No

Relationship of applicant to entity for which license is sought:

_____ Owner X _____ Corporate Agent _____ Corporate Officer _____ Officer

_____ Partner _____ Member of Limited Liability Company _____ Other

2. Entity for which License is being sought

_____Sole Proprietorship X_____Corporation_____Non Profit Corporation

_____Partnership_____LLC_____Other _____

Name of Entity Coral Cliffs Entertainment Inc.

Address of Principal Office 835 W. State Street. Hurricane, UT. 84737

(Street) (City) (State/Zip)

Phone 435-669-3469 Email rm@coralcliffscinema8.com

Names, addresses, Phone, DOB, Social Security Number of all Corporate Officers, Partners, Members, Board of Directors and Shareholders **(if necessary attach a separate sheet)**

Name	Address	Phone	DOB	Social Security Number
Chase Stratton	[redacted]		N/A	N/A
Joyce Gorman	[redacted]		N/A	N/A
Brian Stratton	[redacted]		N/A	N/A
Craig Stratton	[redacted]		N/A	N/A
Donald Stratton	[redacted]		N/A	N/A
Layne Stratton	[redacted]		N/A	N/A
Steven Stratton	[redacted]		N/A	N/A
Tracey Stratton	[redacted]		N/A	N/A

3. Business Name / Location / Management

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

Business Address 827 West State Street (Street) Hurricane (City) Utah/84737 (State/Zip)

Phone Number _____

Owner of Property Coral Cliffs Entertainment Inc.

Name of Business Manager Rick (First) (Middle) Moser (Last)

Social Security # [redacted] Date of Birth [redacted]

Phone Number [redacted]

*Distance in feet from nearest public or public or private school 1729 Ft.
*Distance in feet from nearest church 977 Ft.
*Distance in feet from nearest public playground 1436 Ft.
*Distance in feet from nearest public park 3062 Ft
*Distance in feet from nearest public library 2320 Ft.

4. Classification of license applied for:

_____Airport Lounge	_____Banquet
x Bar	_____Beer Recreational
_____Hotel	_____Off-Premise Beer
_____Package Agency	_____Reception Center
_____Restaurant-beer only	x Restaurant-Full
_____Restaurant-Limited	_____Tavern
_____Beer wholesaler	_____Liquor warehouse
_____Manufacturing	

5. Miscellaneous Information (For purposes of the following questions, the term "you" shall refer to any applicant, corporate officer, corporate director, corporate agent, LLC member, partner or manager)

Have you ever been engaged in any other business where beer or alcoholic beverages were sold to the public?_____Yes x No. If yes, state name of business, location of business, nature of business, date(s) ofoperation. _____

_____

Have you at any time been convicted of a felony in any court in the United States? _____Yes x No. If so, give particulars – City, Dates, pertinent information, etc. _____

_____

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages?_____Yes X_____No. If so, give particulars – City, Dates, pertinent information, etc._____

_____

_____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. _____

_____

_____

Are business premises to be leased?_____Yes X_____No. If yes, state name and address of lessor and nature of lessor's interest in business premises. _____

_____

_____

Will food be served at business location? X_____Yes_____No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended?_____Yes X_____No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

_____

_____

6. Additional Information: Give any additional information which you believe will help the City Council to make a decision upon your application: _____

_____

_____

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Zachery Morgan, being first duly sworn, depose and say as follows:

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

Zachery Morgan
Applicant

SUBSCRIBED AND SWORN TO before me this 15th day of July, 20 25

Laura K Lee
(NOTARY PUBLIC OR CITY LICENSE OFFICER)

Laura K Lee
Notary Public, State of Utah
Commission # 738900
My Commission Expires
September 15, 2028

7/16/2025

To Whom It May Concern,

I am writing to offer my full support for Coral Cliffs Entertainment Center and their application for a liquor license. As a business and community member, I believe this facility will be a welcome and valuable addition to our area.

Coral Cliffs Entertainment Center promises to bring a new level of recreation and entertainment to the community—creating a fun, safe, and family-friendly atmosphere that also appeals to adults. Granting a liquor license will enhance the overall experience, allowing the center to host a wider range of events, attract a broader audience, and contribute more significantly to our local economy.

I am confident that the management of Coral Cliffs will uphold the highest standards of service, safety, and responsibility. Their thoughtful approach to creating a well-rounded entertainment venue shows a strong commitment to community values and long-term success.

I wholeheartedly recommend approval of their liquor license and encourage support for the Coral Cliffs Entertainment Center project. I believe it will positively impact the community through job creation, increased tourism, and expanded options for social engagement.

Sincerely,

Amanda Pectol

Amanda Pectol
1006 N. 20 W. LaVerkin
(435) 703-3571

July 16, 2025

Utah Department of Alcoholic Beverage Services
Licensing & Compliance Division

1625 S 900 W
Salt Lake City, UT 84104

RE: Letter of Recommendation for Coral Cliffs Entertainment, Inc. - Liquor License Application

To whom it may concern,

I offer a strong recommendation in support of the liquor license application for Coral Cliffs Entertainment, Inc. I have known Coral Cliffs Entertainment, Inc. and its management for 5 years as their accountant and controller over the company and its shareholders.

During this time, I have observed Coral Cliffs Entertainment, Inc's commitment to community, responsible practices, and to a safe venue for patrons and employees. I have seen their ability to train youth into responsible adults through hard work, leadership and dedication. I can attest to their strong work ethic, dedication to customer service, and adherence to regulations in the entertainment industry.

Coral Cliffs Entertainment, Inc. has demonstrated a consistent commitment to operating a reputable establishment and upholding the highest standards in their business practices.

I have witnessed their responsible approach to employee training, security measures, customer service, and community engagement.

I believe that Coral Cliffs Entertainment, Inc. possesses the necessary qualifications and character to responsibly hold and manage a liquor license in Utah. I am confident that they will operate their business in a manner that is compliant with all DABS regulations and beneficial to the community.

Thank you for your time and consideration of this recommendation. Contact me if I can be of further assistance.

Sincerely,

Jeff Bauer, CPA

Jeff Bauer, CPA
31 E 1040 N
La Verkin, UT 84745
435-669-6799
bauerz9@gmail.com

Nathan Bronemann
1127 N 50 E
Hurricane, UT 84737
(435) 632-6210
biojoe@gmail.com

July 16, 2025

RE: Liquor License at Coral Cliffs Entertainment in Hurricane, Utah

To Whom it May Concern:

I want to make a recommendation to approve a liquor license for Coral Cliffs Entertainment, Inc. This facility plans to offer a full restaurant with an attached bar and VIP bowling lanes. This area is proposed to be separated from a larger family area with arcade, mini-golf and more bowling lanes.

This area in Southern Utah is very popular with tourism and there is a large demand for alcohol to be served along with food and this class of entertainment. I believe it would be a welcome addition to the operation and that it would encourage adults to enjoy the amenities offered at the facility along with their children. This will help keep more adults close by, instead of just dropping them off and going elsewhere.

Having known the management for several decades, I know that they will operate this facility responsibly. They have sufficient past management experience in facilities with similar models, serving alcohol as well as providing a safe area for all family members to safely enjoy.

I am confident that this will be an overall benefit to the community, both in regards to tax revenues for the city and state, as well as a source of entertainment for residents as well as tourists visiting the area.

Sincerely,

Nathan Broneman

7/16/2025

To Whom It May Concern,

I recommend the approval of a liquor license for Coral Cliffs Entertainment Center. As a dedicated business and community member, I am confident that this facility will be a valuable and welcome addition to our area, significantly enhancing our local economy through job creation, increased tourism, and expanded social engagement options.

I am convinced that Coral Cliffs management will adhere to the most stringent standards of service, safety, and responsibility. Their meticulously planned approach to developing a comprehensive entertainment venue demonstrates a profound commitment to community values and enduring success. I strongly encourage supporting the Coral Cliffs Entertainment Center project, as I believe it will positively impact the community.

Sincerely,

Mitch Godfrey
3174 W 400 N, Hurricane, UT 84737
435-705-4792

Lynn L Excell

1156 S 840 W

Hurricane, Utah 84737

(435) 574-8563

July 23rd, 2025

To whom it may concern.

Re: Letter of recommendation for Coral Cliffs Entertainment.

I'm Lynn Excell, I served as the Chief of Police for Hurricane City for 38 years, retiring in November 2024. I have been associated with the leadership of Coral Cliffs Entertainment, and Interstate Rock for over 50 years. During my tenure as Chief of Police, I have worked closely with the leadership of theses companies for the overall good of our community. They have sponsored programs for our youth, programs to support public safety, and on occasion worked with them when they were a victim of crime.

I personally have worked very close with the Chase Stratton, the CEO of Interstate Rock and Coral Cliffs Entertainment and found him to be extremely honest, caring, transparent, hardworking, a skilled leader, and I consider him a Great friend.

I know that the new Coral Cliffs Entertainment Center will be a Great asset to our community. This will provide a safe and friendly environment for youth and families to have fun, bond, and build lasting memories.

It's with Great honor that I recommend that Coral Cliffs Entertainment be consider for, and granted an Alcohol License. I know that the leadership and management WILL hold to the laws, rules, and ordinances. Please accept my letter of recommendation, and if you have any questions, please feel free to contact me. Thank you for your consideration.

Cordially,

Lynn L Excell

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

DIANE CAIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)–Conference for Food Protection (CFP).

26079082
CERTIFICATE NUMBER

10882
EXAM FORM NUMBER

8/19/2024
DATE OF EXAMINATION

8/19/2029
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

ANAB
ANSI National Accreditation Board
ACCREDITED PROGRAM
ANSI National Accreditation Board and the Conference for Food Protection
#0655

Sherman Brown
Executive Vice President, Business Services

In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

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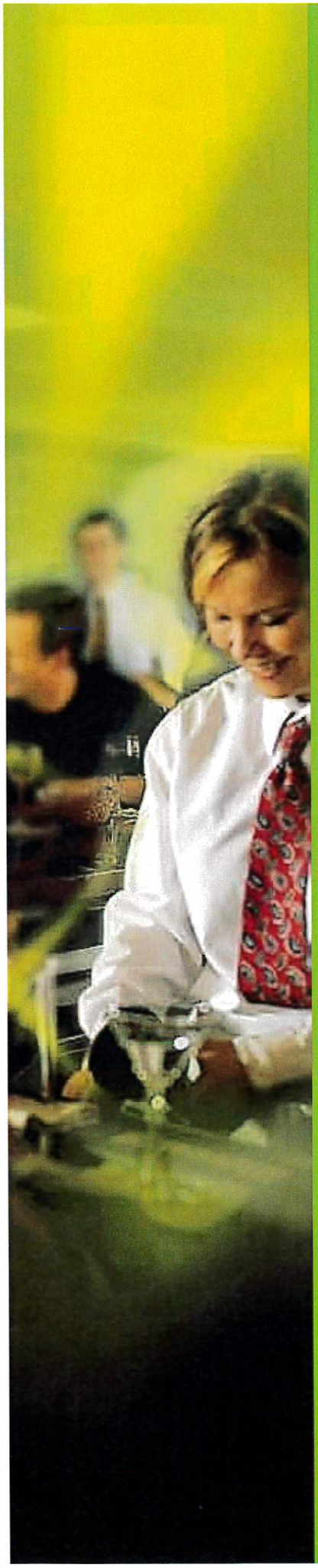
This document cannot be reproduced or altered.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ID # 17839448
CARD # 27406077

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

DIANE CAIN
NAME

5/15/2025
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at **ServSafe.com.**

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at **ServiceCenter@restaurant.org** or **800.765.2122, ext. 6703**.

NATIONAL RESTAURANT ASSOCIATION
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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17110801 v.1711

Recycled Paper

Hurricane City

BUSINESS LICENSE

HURRICANE CITY
UTAH

THIS IS TO CERTIFY THAT

CORAL CLIFFS ENTERTAINMENT INC

OWNED BY: STRATTON, CHASE

is duly licensed to conduct the business specified below at:

835 W STATE STREET

within the City of Hurricane, Utah

Type of License:

MOVIE THEATER

Date Paid: 12/02/2024

License #: 11498

Attest: _____
Hurricane City Recorder

Nanette Billings
Mayor

Total License Fee Paid: 50.00

Expiration Date: 04/09/2026

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of local consent for a full service liquor restaurant license for Applebee's.

Discussion: Applebee's is currently building a new location in Hurricane and offers beer and spirits on its menu. They are requesting local consent for a full-service restaurant liquor license. Staff has completed a background check on the individual overseeing daily operations and has no concerns with granting local consent. – Cindy Beteag

Findings:

Recommendation:

HURRICANE CITY
UTAH

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

HURRICANE CITY
147 N 870 W
HURRICANE, UTAH 84737
(435) 635-2811

NOTE: **Please print or type.** All questions must be answered completely or application will not be considered.

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

- x $50.00 non-refundable application fee
- x Annual license fee (refunded if application is denied)
- x Statement from 5 individuals or entities recommending the applicant
- x Copy of business license or business license application
- x Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants
- x Names and addresses of shareholders, members, or partners (applicable to Corporations, limited liability companies and partnerships)

1. Applicant If the license is for an individual or sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent authorized to make the application and a separate sheet must be attached giving the names and addresses of all shareholders owning more than 10% of the corporation. If license is for a limited liability company, applicant must be a manager or managing member authorized to make the application. If license is for a partnership, the applicant shall be a general partner and a separate sheet must be attached giving the names and addresses of all partners.

Name Stan Synoski
(First) (Middle) (Last)

Home address [redacted]
(Street) (City) (State/Zip)

Phone Number [redacted]

Social Security # [redacted] Date of Birth [redacted]

U. S. Citizen? x Yes ____ No, if no, registered alien? ____ Yes ____ No

Relationship of applicant to entity for which license is sought:

x Owner ____ Corporate Agent ____ Corporate Officer ____ Officer
____ Partner x Member of Limited Liability Company ____ Other

2. Entity for which License is being sought

_____Sole Proprietorship_____Corporation_____Non Profit Corporation

_____Partnership__x__LLC_____Other _____

Name of Entity Apple Mountain Hurricane, LLC

Address of Principal Office 970 West State St Hurricane UT 84737

(Street) (City) (State/Zip)

Phone 561-756-3737 Email applemountain@p-laccounting.com

Names, addresses, Phone, DOB, Social Security Number of all Corporate Officers, Partners, Members, Board of Directors and Shareholders **(if necessary attach a separate sheet)**

Name	Address	Phone	DOB	Social Security Number
Apple Mountain, LLC	[redacted]			
James R. Long				
Stan Synoski				

3. Business Name / Location / Management

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

Business Address 970 West State St. (Street) Hurricane (City) UT, 84737 (State/Zip)

Phone Number 561-756-3737

Owner of Property Danwick, LLC (Apple Mountain Hurrican, LLC is tenant)

Name of Business Manager Cord (First) (Middle) Dallman (Last)

Social Security # [redacted] Date of Birth [redacted]

Phone Number [redacted]

*Distance in feet from nearest public or public or private school 2,063.46 ft

*Distance in feet from nearest church 557.84 ft

*Distance in feet from nearest public playground 4,062.62 ft

*Distance in feet from nearest public park 4,062.62 ft

*Distance in feet from nearest public library 3,347.65 ft

4. Classification of license applied for:

____Airport Lounge	____Banquet
____Bar	____Beer Recreational
____Hotel	____Off-Premise Beer
____Package Agency	____Reception Center
____Restaurant-beer only	X Restaurant-Full
____Restaurant-Limited	____Tavern
____Beer wholesaler	____Liquor warehouse
____Manufacturing	

5. Miscellaneous Information (For purposes of the following questions, the term "you" shall refer to any applicant, corporate officer, corporate director, corporate agent, LLC member, partner or manager)

Have you ever been engaged in any other business where beer or alcoholic beverages were sold to the public? X Yes ____No. If yes, state name of business, location of business, nature of business, date(s) ofoperation. ____

See Attachment for full list and details of Applebee's Restaurants in Utah at Bountiful, Cedar City, Layton, Orem, Riverdale, St. George, Taylorsville, Tooele, West Jordan, West Valley & Rock Springs, Wyoming

Have you at any time been convicted of a felony in any court in the United States? ____Yes X No. If so, give particulars – City, Dates, pertinent information, etc. ____

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages?_____Yes__X__No. If so, give particulars – City, Dates, pertinent information, etc._____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. See attached table that lists all businesses that Apple Mountain, LLC owns and operates.

Are business premises to be leased?__X__Yes_____No. If yes, state name and address of lessor and nature of lessor's interest in business premises. Danwick, LLC is the landlord and lessor. The business is located at 1889 LONGVIEW DRIVE, SALT LAKE CITY, UT, 84124, USA and the Managers are Wickley Aaron Gubler and John Dana Nelson.

Will food be served at business location?__X__Yes_____No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended?_____Yes__X__No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

6. Additional Information: Give any additional information which you believe will help the City Council to make a decision upon your application: Executed lease for premises, bar menu, and liquor prices attached

STATE OF UTAH)
: ss.
COUNTY OF ~~WASHINGTON~~ Salt Lake)

I, Stanley A Synkoski, being first duly sworn, depose and say as follows:

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

Stanley A Synkoski
Applicant

SUBSCRIBED AND SWORN TO before me this 9 day of AUGUST, 2025

(NOTARY PUBLIC OR CITY LICENSE OFFICER)

JOY FRAZIER
Notary Public - State of Utah
Commission Number: 739709
My Commission Expires on
October 18, 2028

Apple Mountain, LLC's Businesses (answers questions 5.1 & 5.4)					
Entity Name	**Dates of Operation**	**DBA**	**Address**	**Nature of Business**	**Position or Title**
Apple Mountain Cedar City, LLC	08/09/2017 to Present	Applebee's Cedar City	1352 S. Providence Center Drive Cedar City, UT 84720	Restaurant & Bar	LLC Member
Apple Mountain Layton, LLC	08/08/2017 to Present	Applebee's Layton	1622 North 1000 West Layton, UT 84041	Restaurant & Bar	LLC Member
Apple Mountain Orem, LLC	08/09/2017 to Present	Applebee's Orem	290 West 1300 South Orem, UT 84058	Restaurant & Bar	LLC Member
Apple Mountain Riverdale, LLC	08/08/2017 to Present	Applebee's Riverdale	1125 W. Riverdale Road Ogden, UT 84405	Restaurant & Bar	LLC Member
Apple Mountain St George, LLC	08/09/2017 to Present	Applebee's St George	156 S. River Road St. George, UT 84790	Restaurant & Bar	LLC Member
Apple Mountain Taylorsville, LLC	08/09/2017 to Present	Applebee's Taylorsville	5678 S. Redwood Road Taylorsville, UT 84123	Restaurant & Bar	LLC Member
Apple Mountain Tooele, LLC	08/09/2017 to Present	Applebee's Tooele	1280 North 30 West Tooele, UT 84074	Restaurant & Bar	LLC Member
Apple Mountain West Jordan, LLC	08/09/2017 to Present	Applebee's West Jordan	3736 West 7800 South West Jordan, UT 84088	Restaurant & Bar	LLC Member
Apple Mountain West Valley, LLC	08/09/2017 to Present	Applebee's West Valley	2175 City Center Ct. West Valley City, UT 84119	Restaurant & Bar	LLC Member

Utah Department of Alcoholic Beverage Control
Division of Licensing and Compliance
Service type: 'On Premise Owner/Manager'

Card Number	: 226221
Full Name	: Cord Dallman
Cert Date	: 06/05/2018
Trainer	: Rob Hansen

*This does not guarantee certification, check www.dsamh.utah.gov for current standing.

Utah Department of Human Services
Division of Substance Abuse and Mental Health
Service type: 'On Premise'

Card Number	: 226221
Full Name	: Cord Dallman
Cert Date	: 08/30/2022
Exp Date	: *08/30/2025
Trainer	: Jeff Morton

*This does not guarantee certification, check www.dsamh.utah.gov for current Trainee standing.

FERRAN CONSTRUCTION

For: Apple Mountain Hurricane, LLC
July 18, 2025

To The City Council of Hurricane,

I am writing to provide my full recommendation and support for Apple Mountain Hurricane, LLC in its application for a Utah liquor license.

I have known and/or worked with the principals of Apple Mountain Hurricane, a company wholly owned by Apple Mountain, LLC for a number of years. Apple Mountain has demonstrated a consistent commitment to responsible alcohol service and has successfully owned and operated multiple Applebee's Neighborhood Grill + Bar locations throughout Utah. These establishments are known for their professional management, compliance with state laws, and dedication to customer safety and service.

Based on their proven track record and the responsible business practices I have observed, I am confident that Apple Mountain Hurricane will continue to uphold the same high standards in any licensed operations under its control.

I respectfully recommend Apple Mountain Hurricane as a responsible and qualified applicant for a Utah liquor license.

Sincerely,

Troy Ferran
General Contractor, Ferran Construction
tferran@ferranconstruction.com

RECOMMENDATION STATEMENT
For: Apple Mountain Hurricane, LLC
Date: July 18, 2025

To The City Council of Hurricane,

I am writing to provide my full recommendation and support for Apple Mountain Hurricane, LLC in its application for a Utah liquor license.

We have owned the location a 1352 S. Providence Center Drive, Cedar City, Utah. Apple Mountain, LLC has been a wonderful tenant in our portfolio. Their organization is very community oriented and an asset to Cedar City, as it will also be an asset to the Hurricane Community.

I have known and/or worked with the principals of Apple Mountain Hurricane, a company wholly owned by Apple Mountain, LLC for a number of years. Apple Mountain has demonstrated a consistent commitment to responsible alcohol service and has successfully owned and operated multiple Applebee's Neighborhood Grill + Bar locations throughout Utah. These establishments are known for their professional management, compliance with state laws, and dedication to customer safety and service.

Based on their proven track record and the responsible business practices I have observed, I am confident that Apple Mountain Hurricane will continue to uphold the same high standards in any licensed operations under its control.

I respectfully recommend Apple Mountain Hurricane as a responsible and qualified applicant for a Utah liquor license.

Sincerely,

Bart and Sharon Rinker
Bart and Sharon Rinker Community Property Trust
PO Box 972
Ketchum, Idaho. 83340
Cell: 760-220-2271
Email: rinkerproperties@gmail.com, rinkeroffice@gmail.com

M&M Distributing
531 West 600 North • Salt Lake City, Ut 84116 • Phone: 801.972.4255 • Fax: 801.975.7485

7/30/2025

RECOMMENDATION STATEMENT
For: Apple Mountain Hurricane, LLC
Date: July 17, 2025

To The City Council of Hurricane,

I am writing to provide my full recommendation and support for Apple Mountain Hurricane, LLC in its application for a Utah liquor license.

I have known and/or worked with the principals of Apple Mountain Hurricane, a company wholly owned by Apple Mountain, LLC for eight years. Apple Mountain has demonstrated a consistent commitment to responsible alcohol service and has successfully owned and operated multiple Applebee's Neighborhood Grill + Bar locations throughout Utah. These establishments are known for their professional management, compliance with state laws, and dedication to customer safety and service.

Based on their proven track record and the responsible business practices I have observed, I am confident that Apple Mountain Hurricane will continue to uphold the same high standards in any licensed operations under its control.

I respectfully recommend Apple Mountain Hurricane as a responsible and qualified applicant for a Utah liquor license.

Sincerely,

Heather Price
M&M Distributing
531 West 600 North
Salt Lake City, UT 84116
Accounts Receivable Specialist
Heather.price@admiralbeverage.com
mm-ar@admiralbeverage.com
801.478.1350 direct line
801.975.7485 fax

BOYER

July 17, 2025

Hurricane City Council
147 N. 870 W.
Hurricane, UT 84737

Re: Apple Mountain Hurricane, LLC

To The City Council of Hurricane:

I am writing to provide my full recommendation and support for Apple Mountain Hurricane, LLC in its application for a Utah liquor license.

I have known and/or worked with the principals of Apple Mountain Hurricane, a company wholly owned by Apple Mountain, LLC for a number of years. Apple Mountain has demonstrated a consistent commitment to responsible alcohol service and has successfully owned and operated multiple Applebee's Neighborhood Grill + Bar locations throughout Utah. These establishments are known for their professional management, compliance with state laws, and dedication to customer safety and service.

Based on their proven track record and the responsible business practices I have observed, I am confident that Apple Mountain Hurricane will continue to uphold the same high standards in any licensed operations under its control.

I respectfully recommend Apple Mountain Hurricane as a responsible and qualified applicant for a Utah liquor license.

Respectfully,

Jeff Machin
Executive Director of Property Management
The Boyer Company, L.C.
jmachin@boyercompany.com
(801) 366-7146

HYATT HOLDINGS, LLC
HYATT & GROSSE ATTORNEYS AT LAW
Margaret Hyatt, Owner
Mgh@hyattcompanies.net

RECOMMENDATION STATEMENT
For: Apple Mountain Hurricane, LLC
Date: July 18, 2025

To The City Council of Hurricane,

I am writing to provide my full recommendation and support for Apple Mountain Hurricane, LLC in its application for a Utah liquor license.

I have known and/or worked with the principals of Apple Mountain Hurricane, a company wholly owned by Apple Mountain, LLC for a number of years. To the best of my knowledge, Apple Mountain has demonstrated a consistent commitment to responsible alcohol service, has been in compliance with state laws, and has always been dedicated to customer safety and service. Apple Mountain, LLC has successfully owned and operated multiple Applebee's Neighborhood Grill + Bar locations throughout Utah and I have had nothing but great experiences working with their professional executive management team.

Based on the responsible business practices I have observed, I am confident that Apple Mountain Hurricane will continue to uphold the highest standards in any licensed operations under its control.

I respectfully recommend Apple Mountain Hurricane as a responsible and qualified applicant for a Utah liquor license.

Sincerely,

Margaret Grosse Hyatt

Margaret Hyatt, Esq.
Real Estate Broker, Attorney at Law
Hyatt Holdings, LLC
Tel. 760-497-4021 mgh@hyattcompanies.net

Eatin' Good in the Neighborhood®

Applebee's®

SPRING
2025

PROOF

BEVERAGES

MUCHO COCKTAILS

SHARK BOWL *7.29 | 610 cal.*
Captain Morgan and Applebee's signature blue tropical mix with gummi sharks
(gummi sharks contain gelatin)

CAPTAIN BAHAMA MAMA *6.49 | 280 cal.*
Captain Morgan, Malibu Coconut and crème de banana

BLUE ALOHA MANA MARGARITA *7.99 | 260 cal.*
***Dwayne "The Rock" Johnson's** ultra-premium Teremana Blanco Tequila, blue curaçao, pineapple juice and lime*

BLUE HAWAIIAN LONG ISLAND ICED TEA
6.49 | 230 cal.
Smirnoff, Malibu Coconut, Tanqueray, blue curaçao and pineapple juice

TOP-SHELF LONG ISLAND ICED TEA
8.79 | 220 cal.
Smirnoff, Bacardi, Tanqueray and triple sec

RED SANGRIA *7.99 | 230 cal.*
Sutter Home Cabernet, peach schnapps, Ocean Spray Cranberry and fruit juices

WHITE PEACH SANGRIA *6.75 | 270 cal.*
Barefoot Moscato, peach schnapps and fruit juices

PERFECT MARGARITAS

PERFECT MARGARITA
9.99 | 300 cal.
1800 Reposado Tequila, Grand Marnier, Cointreau and lime

PERFECT PATRÓN MARGARITA
10.49 | 310 cal.
Patrón Silver, Patrón Citrónge and lime

Hand-Shaken
SERVED WITH A
SHAKER TIN
FOR
MULTIPLE POURS

THE REFRESH
— YOU NEED —

PRIMO ROCKS

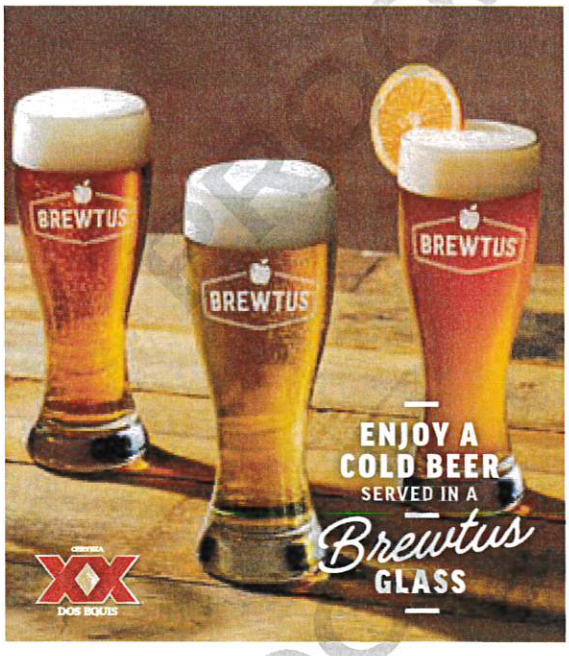
BREAKING ROCK RITA *9.49 | 360 cal.*
*This star-studded margarita combines the smooth smoke of **Aaron Paul and Bryan Cranston's** Dos Hombres Mezcal with **Dwayne "The Rock" Johnson's** ultra-premium Teremana Blanco Tequila, blue curaçao and lime*

CROWN WHISKEY SOUR *6.99 | 180 cal.*
Crown Royal shaken with premium lemon sour

TITO'S BAY BREEZE *6.99 | 150 cal.*
Tito's, Ocean Spray Cranberry and pineapple juice

Drink Responsibly.
Drive **Responsibly**.

2,000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.



BEER & BEYOND

Angry Orchard Hard Cider 320 cal.	Blue Moon 280 cal.	Bud Light 180 cal.	Coors Light 170 cal.
Corona Extra 250 cal.	Dos Equis XX 220 cal.	Kona Big Wave 220 cal.	Michelob Ultra 160 cal.
Miller Lite 160 cal.	Modelo Especial 240 cal.	Samuel Adams 290 cal.	Stella Artois 250 cal.

TWISTED TEA HARD ICED TEA *320 cal.*

BRECKENRIDGE AVALANCHE AMBER ALE *260 cal.*

WASATCH BLUEBERRY HEFEWEIZAN *230 cal.*

HEINEKEN 0.0 NON-ALCOHOLIC (12 OZ.) *70 cal.*

Calories based on 20 oz. pour
Ask your server about our draft and bottle lineups.

WINE

BAREFOOT MOSCATO *5.99 | 150 cal.*

ECCO DOMANI PINOT GRIGIO *7.99 | 150 cal.*

SUTTER HOME CABERNET SAUVIGNON *5.00 | 150 cal.*

BAREFOOT MERLOT *6.99 | 150 cal.*

J. LOHR ESTATES SEVEN OAKS CABERNET SAUVIGNON *11.99 | 150 cal.*

Calories based on 6 oz. pour

KENDALL-JACKSON V.R. CHARDONNAY *11.99 | 150 cal.*

KENWOOD SAUVIGNON BLANC *10.79 | 140 cal.*

MARK WEST PINOT NOIR *7.99 | 140 cal.*

SUTTER HOME CHARDONNAY *5.00 | 150 cal.*

SUTTER HOME WHITE ZINFANDEL *5.00 | 130 cal.*

NON-ALCOHOLIC

ROCKIN' POPPIN' SHIRLEY *2.99 | 200 cal.*
Bursting with flavor, the classic Shirley made with lemon lime soda and grenadine with strawberry popping candy.

FRUIT FLAVORED LEMONADES *3.29*
New *Watermelon 190 cal. | Strawberry 190 cal.*
Blue Raspberry 180 cal. | Passion Fruit 190 cal.

FRUIT FLAVORED ICED TEAS *3.19*
Passion Fruit 60 cal. | Peach 60 cal.
Mango 60 cal.

OREO® COOKIE SHAKE *3.99 | 840 cal.*

RED BULL ENERGY DRINK OR **SUGARFREE** *4.00 | 110/10 cal.*

FRESH BREWED ICED TEA *2.49 | 0 cal.*

HOT COFFEE AND TEA *2.49 | 0 cal.*

BOTTLED WATER *1.49 | 0 cal.*

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FRUIT SMOOTHIES *3.79*
New *Strawberry Blue Tropical Swirl 580 cal. | Mango 260 cal.*
Strawberry Mango Swirl 290 cal. | Strawberry Colada Swirl 470 cal.
Piña Colada 430 cal.

FOUNTAIN BEVERAGES *2.99 (free refills)*

Pepsi 100 cal.	Pepsi Diet 0 cal.	Mtn Dew Dark Berry Bash 110 cal.	Mtn Dew 110 cal.	Starry 100 cal.
Dr Pepper 100 cal.	MUG Root Beer 110 cal.	Tropicana Lemonade 100 cal.		

THIRSTY?
FOUNTAIN DRINKS INCLUDE **FREE** REFILLS

OREO is a trademark of Mondelēz International group, used under license. PEPSI, DIET PEPSI, the Pepsi Globe, MTN DEW, the MTN DEW Logo and MTN DEW DARK BERRY BASH are trademarks of PepsiCo, Inc. DEW Charged with Artificial Berry & Other Natural Flavors. STARRY is a registered trademark of Portfolio Concentrate Solutions UC. DR PEPPER is a registered trademark of Dr Pepper/Seven Up, Inc. ©2025 MUG and the Mug Dog Character Design are registered trademarks of New Century Beverage Company. Tropicana is a registered trademark of Tropicana Products, Inc.

PROOF

APPETIZERS

THE CLASSIC COMBO

THE CLASSIC COMBO

All the classic apps you love – Boneless Wings, Spinach & Artichoke Dip, Chicken Quesadilla and Mozzarella Sticks.
15.99 | 2530-2680 cal.

BREW PUB LOADED WAFFLE FRIES

Load up on fries and flavor with our crispy waffle fries topped with a melted Cheddar cheese blend, BLUE MOON® white Cheddar beer cheese and Applewood-smoked bacon. Served with house-made buttermilk ranch. *9.99 | 1550 cal.*

BREW PUB PRETZELS & BEER CHEESE DIP

Soft, Bavarian-style pretzel sticks are ready to dip in BLUE MOON® white Cheddar beer cheese and honey Dijon mustard. *9.39 | 1160 cal.*

SPINACH & ARTICHOKE DIP

Creamy spinach and artichoke dip topped with Parmesan cheese. Served with freshly made white corn tortilla chips and our chipotle lime salsa.
9.99 | 990 cal.

CHICKEN WONTON TACOS

Sweet Asian Chile marinated grilled chicken stuffed into crispy wonton shells topped with our signature coleslaw and cilantro.
10.39 | 590 cal.

Applebee's Signature · Spicy · Eatin' Good Under 600 Calories · GS Gluten Sensitive

2,000 calories a day is used for general nutrition advice, but calorie needs vary.

GS Applebee's defines gluten sensitive as menu items prepared without gluten-containing ingredients based on information from our approved suppliers. We do not claim that items marked as gluten sensitive are "gluten free" because we cannot confirm that they meet the FDA's definition of "gluten free" (<20 parts per million of gluten). Because we have multiple sources of gluten, allergens, and animal products in our shared cooking equipment, including common fryer oil and grills, we are unable to guarantee that any menu item can be completely free of gluten, allergens, and animal products.

PROOF

WHITE QUESO DIP & CHIPS GS
Melty white queso served with freshly made white corn tortilla chips. *7.79 | 920 cal.*

NEIGHBORHOOD BEEF NACHOS GS
Freshly made white corn tortilla chips are topped with taco-seasoned ground beef, queso blanco, a melted Cheddar cheese blend, house-made pico de gallo, fresh jalapeños, cilantro, sour cream and guacamole. *12.99 | 2000 cal.*
Chipotle Lime Chicken GS *12.99 | 1880 cal.*

MOZZARELLA STICKS
Crispy outside with melty Mozzarella inside, this favorite is served with marinara sauce. *8.99 | 860 cal.*

CHICKEN QUESADILLA
A grilled quesadilla loaded with chipotle lime chicken, pico de gallo and a blend of melted Cheddar cheeses. Served with our chipotle lime salsa and sour cream. *10.99 | 1170 cal.*

LET'S START WITH SOME CHICKEN WINGS

AMERICA'S FAVORITE BONELESS WINGS§
Crispy, boneless chicken wings tossed in your choice of sauce.
12.49 | 1020-1250 cal.

CLASSIC BONE-IN WINGS GS
Crispy and tender bone-in wings tossed in your choice of sauce.
14.99 | 780-1010 cal.

WING SAUCES:
- *Classic Buffalo* GS *110/210 cal.*
- *Honey BBQ* GS *100/200 cal.*
- *Sweet Asian Chile 130/260 cal.*
- *Garlic Parmesan* GS *210/390 cal.*
- *Extra Hot Buffalo* GS *110/220 cal.*
- *Hot Honey Glaze 150/300 cal.*

GS *with Bone-in Wings*

Served with Bleu cheese or house-made buttermilk ranch dressing and celery 200/160 cal.

CLASSIC BUFFALO BONELESS WINGS

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BLUE MOON® is a registered trademark of Molson Coors Beverage Company LLC.

For details, visit BonelessWings.com

PROOF PROOF PROOF PROOF

STEAKS + RIBS

STEAK

8 OZ. TOP SIRLOIN
USDA Select top sirloin* served with garlic mashed potatoes and seasoned broccoli.
17.79 | 620 cal.

6 OZ. TOP SIRLOIN*
15.49 | 560 cal.

12 OZ. RIBEYE
Rich, tender and juicy. Our marbled USDA Select ribeye steak* is cooked to perfection and served hot off the grill. Served with garlic mashed potatoes and seasoned broccoli.
23.99 | 850 cal.

SHRIMP 'N PARMESAN SIRLOIN
8 oz. USDA Select top sirloin* topped with sautéed blackened shrimp and lemon butter Parmesan sauce. Served with garlic mashed potatoes and seasoned broccoli. *20.99 | 910 cal.*

BOURBON STREET STEAK
Grilled 8 oz. USDA Select top sirloin* is jazzed up with Cajun spices in buttery garlic and parsley, served sizzling on a skillet with sautéed mushrooms & onions and garlic mashed potatoes
18.79 | 820 cal.

RIBS

APPLEBEE'S® RIBLETS PLATTER
Slow cooked riblets served with signature coleslaw and fries. Slathered with your choice of sauce:
Honey BBQ
Sweet Asian Chile
15.79 | 1730/1840 cal.
Smaller plate with fries
12.79 | 1140/1200 cal.

DOUBLE-GLAZED BABY BACK RIBS
Fall-off-the-bone ribs served with signature coleslaw and fries. Slathered with your choice of sauce:
Honey BBQ
Sweet Asian Chile
Hot Honey Glaze
22.99 | 1390-1460 cal.
Half rack with fries
16.99 | 830-860 cal.

RIBS + BREWTUS = AHHHH

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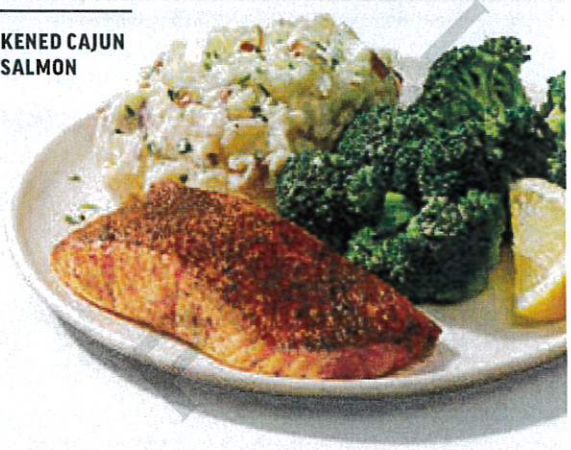
NOTICE: ITEMS MARKED WITH AN * MAY CONTAIN RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

MAR25_MAIN_UAM_APLMT_8135

PROOF

+ SEAFOOD

SEAFOOD



BLACKENED CAJUN SALMON

DOUBLE CRUNCH SHRIMP
Crispy battered shrimp are fried golden brown. Served with signature coleslaw, fries and cocktail sauce. *14.99 | 1130 cal.*

HAND-BATTERED FISH & CHIPS
Golden, crispy battered fish fillet. Comes with signature coleslaw, fries, tartar sauce and a lemon wedge. *15.99 | 1470 cal.*

BLACKENED CAJUN SALMON GS
6 oz. blackened salmon fillet grilled to perfection. Served with garlic mashed potatoes and seasoned broccoli. *18.49 | 660 cal.*

FEELING FANCY? ADD A SOUP OR SALAD

CUSTOMIZE YOUR ENTRÉE SIDES

CLASSIC SIDES

SEASONED BROCCOLI GS *100 cal.*
CLASSIC FRIES GS *400 cal.*
GARLIC MASHED POTATOES GS *260 cal.*
GARLICKY GREEN BEANS GS *150 cal.*
SIGNATURE COLESLAW GS *140 cal.*

SIGNATURE SIDES

WAFFLE FRIES *.01 | 470 cal.*
FOUR-CHEESE MAC & CHEESE WITH APPLEWOOD-SMOKED BACON *2.99 | 390 cal.*
LOADED GARLIC MASHED POTATOESΔ GS *2.99 | 440 cal.*
CRUNCHY ONION RINGS *2.99 | 560 cal.*
HOMESTYLE CHEESY BROCCOLI GS *2.99 | 220 cal.*

Applebee's Signature · Spicy · Eatin' Good Under 600 Calories · GS Gluten Sensitive

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Δ Contains Pork

PROOF

CHICKEN + PASTA

HOT HONEY GLAZED CHICKEN & BACON SKILLET

Sliced grilled chicken breast topped with hot honey glaze, Applewood-smoked bacon and parsley. Served sizzling with sautéed mushroom & onions and waffle fries on a cast iron skillet. *13.99 | 1100 cal.*

CHICKEN

FIESTA LIME CHICKEN®

Grilled chicken glazed with zesty lime sauce, Mexi-ranch and smothered in a melted Cheddar cheese blend. Served on a bed of crispy tortilla strips with Spanish rice. *14.99 | 1190 cal.*

BOURBON STREET CHICKEN & SHRIMP

Cajun-seasoned chicken and blackened shrimp jazzed up in buttery garlic and parsley, served sizzling on a skillet with sautéed mushrooms & onions and garlic mashed potatoes. *16.49 | 800 cal.*

GRILLED CHICKEN BREAST

Juicy chicken breast seasoned and grilled over an open flame. Served with garlic mashed potatoes and seasoned broccoli. *12.59 | 550 cal.*

CHICKEN TENDERS PLATTER

Crispy breaded chicken tenders are a grill and bar classic. Served with signature coleslaw, fries & honey Dijon mustard. *14.49 | 1410 cal.*
Smaller plate with fries *11.99 | 1080 cal.*

PASTA

Served with a signature breadstick brushed with buttery garlic and parsley. 180 cal.

CLASSIC BROCCOLI CHICKEN ALFREDO

A neighborhood favorite. Juicy grilled chicken served warm on a bed of fettuccine pasta tossed with broccoli and rich Alfredo sauce topped with Parmesan cheese.
15.99 | 1260 cal.
Blackened Shrimp *15.99 | 1140 cal.*

THREE-CHEESE CHICKEN PENNE

Asiago, Parmesan and white Cheddar cheeses mixed with penne pasta in a rich Parmesan cream sauce. Topped with grilled chicken breast and bruschetta tomatoes.
15.99 | 1170 cal.

CAN'T GET ENOUGH OF OUR BREADSTICKS

BREADSTICKS WITH ALFREDO SAUCE

Five golden brown signature breadsticks brushed with buttery garlic and parsley. Served with creamy Alfredo sauce for dipping. *6.99 | 1510 cal.*

New BOURBON STREET CHICKEN & ANDOUILLE SAUSAGE PENNE

The ultimate comfort food. Juicy Bourbon Street chicken jazzed up with seared slices of Andouille sausage, seasoned bell peppers and onions in a creamy, Cajun Alfredo sauce over penne pasta. *16.99 | 1410 cal.*
Blackened Shrimp & Andouille Sausage *17.49 | 1290 cal.*

FOUR-CHEESE MAC & CHEESE WITH HONEY PEPPER CHICKEN TENDERS

A sweet and savory four-cheese penne mac & cheese topped with Applewood-smoked bacon and crispy chicken tenders tossed in honey pepper sauce. *16.49 | 1180 cal.*

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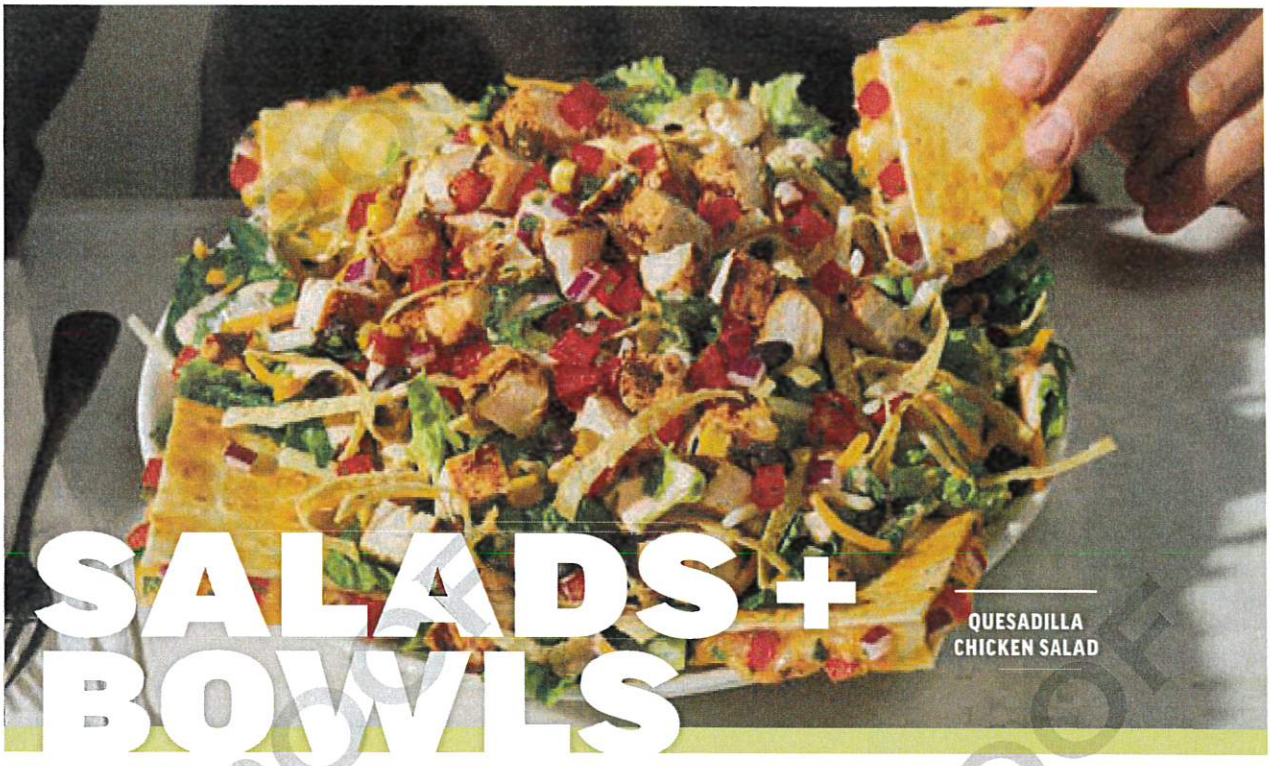
Our chicken is farm-raised in the USA with no added hormones. Use of hormones is prohibited by law.



SALADS + BOWLS

SALADS

Served with a signature breadstick brushed with buttery garlic and parsley. 180 cal.

QUESADILLA CHICKEN SALAD
(Served without a breadstick)
Grilled chicken over fresh greens tossed with Mexi-ranch dressing, black bean corn salsa and a blend of Cheddar cheeses. Topped with house-made pico, tortilla strips and served with a cheese quesadilla. *13.99 | 2240 cal.*

STRAWBERRY BALSAMIC CHICKEN SALAD GS*
Fresh greens tossed in a sweet lemon olive oil vinaigrette with garden tomatoes and red onions. Topped with grilled chicken, sliced almonds, fresh strawberries and a balsamic glaze. *13.49 | 730 cal.*

CRISPY CHICKEN TENDER SALAD
A hearty salad with crispy chicken tenders on a bed of fresh greens topped with a Cheddar cheese blend and tomatoes. Served with honey Dijon mustard dressing.
12.99 | 1040 cal.
Grilled Chicken GS* *12.99 | 850 cal.*

GRILLED CHICKEN CAESAR SALAD
Crisp romaine tossed in garlic Caesar dressing topped with grilled chicken, croutons and shaved Parmesan.
12.99 | 800 cal.
Blackened Shrimp 12.99 | 680 cal.

ORIENTAL CHICKEN SALAD
A long-running favorite, crispy breaded chicken tenders top a bed of fresh Asian greens, crunchy noodles and almonds tossed in our Oriental vinaigrette. *13.99 | 1380 cal.*
Grilled Chicken 13.99 | 1260 cal.

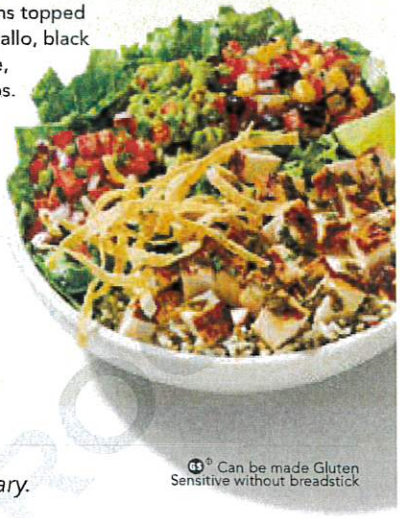
SOUP & SIDE SALADS

À la carte price | Add-on price[1]

TOMATO BASIL SOUP *4.99 | 2.99 | 210 cal.*
CHICKEN TORTILLA SOUP[Δ] GS *4.99 | 2.99 | 280 cal.*
FRENCH ONION SOUP *4.99 | 3.49 | 370 cal.*
HOUSE SALAD *5.49 | 3.49 | 160-390 cal.*
CAESAR SALAD *5.49 | 3.49 | 230 cal.*
[1]Add-on pricing applies to qualifying entrées only.

IRRESIST-A-BOWLS®

Grilled chipotle lime chicken or shrimp, cilantro rice and fresh greens topped with house-made pico de gallo, black bean corn salsa, guacamole, chimichurri and tortilla strips.



SOUTHWEST CHICKEN BOWL GS
12.99 | 830 cal.

TEX-MEX SHRIMP BOWL GS
12.99 | 710 cal.

Applebee's Signature · Spicy · Eatin' Good Under 600 Calories · GS Gluten Sensitive

GS* Can be made Gluten Sensitive without breadstick

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MAR25_MAIN_UAM_APLMT_8135

PROOF

BURGERS

Served with classic fries | 400 cal. | Sub waffle fries +.01 | 470 cal.
Try your burger as a delicious Impossible® Burger‡. *+2.50 | Subtracts 130 cal*

QUESADILLA BURGER

Part burger, part quesadilla, all taste. Our all-beef patty topped with two slices of Pepper Jack cheese, Mexi-ranch sauce, crispy Applewood-smoked bacon, house-made pico de gallo and shredded lettuce in a crisp, warm Cheddar quesadilla. *13.99 | 1180 cal.*

WHISKY BACON BURGER

Savor the rich flavor of this all-beef patty topped with two slices of Pepper Jack cheese, crispy onions, two strips of Applewood-smoked bacon and Fireball® Whisky-infused steak sauce. Served with lettuce, tomato, onion and pickles on a Brioche bun. *14.29 | 1190 cal.*

WHOLE LOTTA BACON BURGER

We seared Applewood-smoked bacon into a juicy all-beef patty and topped it with three more slices of bacon, our tangy bacon sauce and American cheese. Served on a toasted Brioche bun with lettuce, tomato, red onion and pickles. *14.29 | 1170 cal.*

BOURBON STREET MUSHROOM SWISS BURGER

A juicy all-beef patty jazzed up with Cajun spices, topped with two slices of Swiss cheese, sautéed mushrooms & onions, black pepper sauce and our house-made garlic mayo on a Brioche bun. *12.99 | 1180 cal.*

WE'VE GOT YOUR
CRAVINGS COVERED

NEIGHBORHOOD BURGER

A neighborhood classic. Two juicy, all-beef 3.5 oz. patties are seared and stacked with American cheese and smothered with house-made garlic mayo. Served with shredded lettuce and pickles on a Brioche bun. *11.79 | 1010 cal.*

Applebee's Signature · Spicy · Eatin' Good Under 600 Calories · GS Gluten Sensitive

‡Not available for Neighborhood Burger

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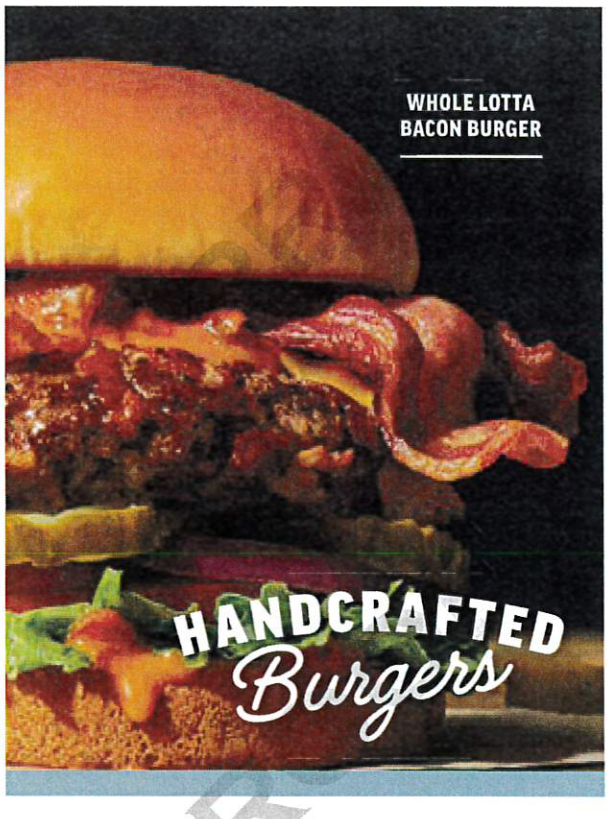

Hand-Breaded CHICKEN SANDWICHES

Served with classic fries | 400 cal.

BACON CHEDDAR CHICKEN SANDWICH
Crispy, hand-breaded chicken breast topped with two slices of Cheddar cheese, two strips of Applewood-smoked bacon and house-made tangy bacon sauce. Stacked with lettuce, tomato and pickles on a Brioche bun. *12.99 | 1110 cal.*
Grilled Chicken 12.49 | 980 cal.

BACON RANCH CHICKEN SANDWICH
Crispy, hand-breaded chicken breast topped with two strips of Applewood-smoked bacon and a house-made ranch drizzle, served on a Brioche bun with pickles and shredded lettuce. *12.99 | 910 cal.*
Grilled Chicken 12.49 | 790 cal.

SWEET & SPICY CHICKEN SANDWICH
A little sweet, a little spicy. Crispy, hand-breaded chicken breast smothered in Sweet Asian Chile sauce with our signature coleslaw on a Brioche bun. *12.99 | 940 cal.*

New SPICY HONEY MUSTARD CHICKEN SANDWICH
Crispy, hand-breaded chicken breast topped with two strips of Applewood-smoked bacon on a Brioche bun with shredded lettuce, tomato, pickles and spicy honey mustard for the perfect amount of heat. *12.99 | 940 cal.*
Grilled Chicken 12.49 | 820 cal.

CLASSIC BACON CHEESEBURGER
Our juicy all-beef patty topped with two slices of American cheese and two strips of Applewood-smoked bacon. Served with lettuce, tomato, onion and pickles on a Brioche bun. *12.59 | 920 cal.*

CLASSIC CHEESEBURGER *11.49 | 820 cal.*
Classic Burger 9.99 | 690 cal.

IMPOSSIBLE® CHEESEBURGER MEAT FROM PLANTS
A delicious Impossible® Burger. Meat from Plants for those who crave meat, topped with two slices of American cheese. Served with lettuce, tomato, onion and pickles on a Brioche bun. *12.99 | 680 cal.*

SANDWICHES & MORE

Served with classic fries | 400 cal.

THE PRIME RIB DIPPER
Sliced prime rib topped with grilled onions and melted American cheese. Served on a toasted Cheddar roll with our house-made herb mayo and French onion au jus for dipping. *14.99 | 1050 cal.*

CLUBHOUSE GRILLE
Sliced ham and turkey, Cheddar, Swiss, two strips of Applewood-smoked bacon, lettuce, tomato, mayo and honey BBQ sauce on toasted Potato bread. *13.49 | 1060 cal.*

CHICKEN FAJITA ROLLUP
Juicy chipotle chicken with crisp lettuce, a Cheddar cheese blend and house-made pico de gallo wrapped in a tortilla with our Mexi-ranch dipping sauce. *11.79 | 1090 cal.*

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Applebee's cannot ensure menu items do not contain ingredients that might cause an allergic reaction or impact other dietary restrictions. In addition, some menu items may contain alcohol. Allergen information is available at Applebees.com. Impossible® is a registered trademark of Impossible Foods Inc.; used under license. Fireball® is a trademark of Sazerac Company, Inc.

All burgers are cooked to a minimum of 158° F.

MAR25_MAIN_UAM_APLMT_8135

PROOF

1 APPETIZER

2 FOR $25

+ 2 FULL-SIZE ENTRÉES

1 START WITH 2 SIDE SALADS OR 1 APPETIZER TO SHARE

TWO SIDE SALADS
HOUSE OR CAESAR

OR

SPINACH & ARTICHOKE DIP

CRUNCHY ONION RINGS
1330 cal.

BONELESS WINGS

MOZZARELLA STICKS

2 CHOOSE ANY 2 OF THESE FULL-SIZE ENTRÉES

2 for $25

APPLEBEE'S® RIBLETS PLATE
make it a platter for $2.69 more per entrée

CLASSIC CHEESEBURGER
add Applewood-Smoked Bacon 110 cal. for $1.30 more per entrée

BACON RANCH CHICKEN SANDWICH

2 for $27

FIESTA LIME CHICKEN[Δ]

FOUR CHEESE MAC & CHEESE WITH HONEY PEPPER CHICKEN TENDERS[Δ]

ORIENTAL CHICKEN SALAD
Available with Grilled Chicken

2 for $30

THREE-CHEESE CHICKEN PENNE

DOUBLE CRUNCH SHRIMP

6 OZ. USDA SELECT TOP SIRLOIN*
make it an 8 oz. for $3.00 more per entrée*

No substitutions. Price does not include beverage, dessert, tax or gratuity.

ΔContains Pork

DESSERTS

SIZZLIN' BUTTER PECAN BLONDIE
Our famous blondie is sizzled and drizzled with maple cream cheese sauce, then topped with vanilla ice cream and candied pecans in a warm skillet. *7.49 | 1020 cal.*

CINNABON® MINI SWIRLS
Topped with Cinnabon® cinnamon sugar, drizzled caramel and Cinnabon's signature cream cheese frosting. *7.49 | 1620 cal.*

TRIPLE CHOCOLATE MELTDOWN®
Warm, fudge-filled chocolate cake with hot fudge and vanilla ice cream. *7.49 | 910 cal.*

BROWNIE BITE
Dark chocolate brownie with nuts, vanilla ice cream and hot fudge. *2.49 | 330 cal.*

New SIZZLIN' CARAMEL APPLE PIE
Layers of hot cinnamon-apple pie, drizzled with caramel sauce, candied pecans and vanilla ice cream in a warm skillet. *5.99 | 1030 cal.*

TRIPLE CHOCOLATE MELTDOWN®

LET'S STAY CONNECTED!

Applebee's Signature · Spicy · Eatin' Good Under 600 Calories · GS Gluten Sensitive

2,000 calories a day is used for general nutrition advice, but calorie needs vary.

NOTICE: ITEMS MARKED WITH AN * MAY CONTAIN RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. Applebee's cannot ensure menu items do not contain ingredients that might cause an allergic reaction or impact other dietary restrictions. In addition, some menu items may contain alcohol. Allergen information is available at Applebees.com. No smoking please, includes e-cigarettes. We accept Visa, Mastercard, Discover and American Express. No personal checks.

Scan for nutrition and allergens

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PROOF

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Development Agreement with Pops Chips and Salsa.

Discussion: At the City Council meeting on August 7, 2025, the Council discussed the possibility of permitting commercial kitchens in residential zones as a home-based business. The discussion was triggered by the Altenas' business called Pop's Chips and Salsa. Due to the way businesses are classified by the State, the Altenas' production of salsa required a commercial license, which the City Code does not permit as a home-based business. Instead of a general code amendment to allow all businesses classified as commercial kitchens to operate as a home-based business, it was suggested that a development agreement permitting the use for the Altenas would be more appropriate. Based on that suggestion, this agenda item is for the possible approval of such a development agreement for the Altenas' property. The proposed agreement limits the use of the kitchen to the production of chips and salsa, it requires compliance with all other requirements of home-based businesses, it requires Building Official approval of the kitchen, it does not allow the expansion of the kitchen beyond its current size, and the ability to operate a commercial kitchen shall terminate when the Altenas no longer own the property.
– Dayton Hall

Findings:

Recommendation:

Recording Requested By, and
Return Recorded Document to:
Hurricane City
147 N. 870 W.
Hurricane, UT 84737

APN: H-DSP-D-74

DEVELOPMENT AGREEMENT FOR ALTENA PROPERTY

This Development Agreement For Altena Property ("Agreement") is made and entered as of the 21st day of August, 2025 (the "Effective Date"), by and between HURRICANE CITY, a Utah municipal corporation (hereinafter referred to as the "City") and HARRY JOHN ALTENA JR. and KRISTIN NIKOLE ALTENA (the "Altenas"). The City and the Altenas are referred to collectively as the "Parties."

RECITALS

A. The Altenas are the owners of land located within Hurricane City as is more particularly described on EXHIBIT A, attached hereto and incorporated by reference (the "Property").
B. The Altenas have requested a home-based business license to accommodate a commercial kitchen for the production of chips and salsa for their business (i.e., Pops Chips).
C. The subject property is zoned Single Family Residential R1-10. The City Code does not permit commercial kitchens in residential zones, and the Altenas have requested to enter into a development agreement with the City to allow a commercial kitchen in their residence for the limited production of chips and salsa, and to be issued a business license.
D. Based on the circumstances unique to the Altenas' Property, the City Council desires to approve the requested development agreement.
E. This Agreement is a development agreement authorized by Utah Code section 10-9a-532, as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Altenas agree as follows:

1. *Incorporation*. The above recitals are incorporated by reference herein.

2. *Single Family Dwelling Permitted to Operate a Commercial Kitchen*. One commercial kitchen is permitted on the Property; provided, however, that the following conditions are met and maintained:

a) *Limited Production.* Only chips and salsa shall be produced by the commercial kitchen.
b) *Compliance with Development Standards for Home Based Businesses*. Use of the commercial kitchen shall comply with all development standards pertaining to home-based businesses cited in Section 10-42-4, Subsections A through L of the City Code.

3. *Expansions Prohibited.* The area of the residence devoted to the commercial kitchen shall not be expanded or enlarged in size or use.

4. *Building Official Approval.* As a condition precedent to the permissions granted to the Altenas in this Agreement, the Hurricane City Building Official shall inspect and approve the commercial kitchen and associated improvements.

5. *Acknowledgement of Potential Liability For Any Damage to the Sanitary Sewer System Caused by Operation of a Commercial Kitchen*. The Altenas acknowledge the potential for liability and damages relating to the repair and/or replacement of sanitary sewer infrastructure, on and/or off-site, resulting from the operation of the commercial kitchen.

6. *Compliance with Federal Code; Utah Code; City Code; and City Standards, Manuals, and Specifications*. Except for the conditional permission to operate a commercial kitchen for the limited production of chips and salsa on the residentially zoned Property, this Agreement in no way waives or limits the requirements of the Altenas to comply with all applicable federal laws and regulation, Utah codes and regulations, City codes, and City Standards, Manuals, and Specifications. The Altenas shall comply with all applicable laws and regulations.

7. *Termination of Agreement Upon Transfer of Property or Cessation of Use*. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property but does not run with the land and shall only benefit and only be binding on current owners of the Property. If use of the commercial kitchen ceases or the Property is sold or transferred to any entity or individual(s) other than the Altenas, this Agreement will be automatically terminated.

8. *Authority*. Each Party warrants and represents that they have the authority to execute this Agreement in the capacities indicated.

9. *Representation by Counsel*. The Altenas had a full and fair opportunity to consult with its counsel regarding the terms and conditions of this Agreement.

CITY:

HURRICANE CITY, a Utah Municipal Corporation

By:_____
Mayor Nanette Billings

THE ALTENAS:

HARRY JOHN ALTENA JR.

_____
Harry John Altena Jr.

KRISTIN NIKOLE ALTENA

_____
Kristin Nikole Altena

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 2025, personally appeared before me **Nanette Billings**, who being by me duly sworn, did say that she is the Mayor of Hurricane City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that she executed the same.

_____
Notary Public

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____day of _____, 2025, personally appeared before me Harry John Altena Jr. and Kristin Nikole Altena, who being by me duly sworn, did say that they executed the foregoing document.

_____
Notary Public

EXHIBIT A

Lot Seventy-Four (74), DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "D", according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Discussion about the new traffic flow on 100 North.

Discussion: Mr. Zaleski addressed the Council at the last meeting during public forum. One concern that was brought up was the change in traffic control for the intersection at 100 N Main Street. Prior to the project the North-South movement was prioritized and the East-West movement was stopped. During the design of the project a traffic analysis was completed at the key intersections of 100 North Main as well as 200 West 100 North. It was determined that the East-West movement had higher numbers at 100 North Main, and should thus be prioritized over the North-South Movement. Additionally, it was determined that the traffic on 200 West was essentially balanced during the study period, so a 4-Way stop control has been implemented at that intersection.

Another issue that was brought up is the location of stop signs at Main Street. Since the last Council meeting the stop signs have been installed and they are very visible and effective.

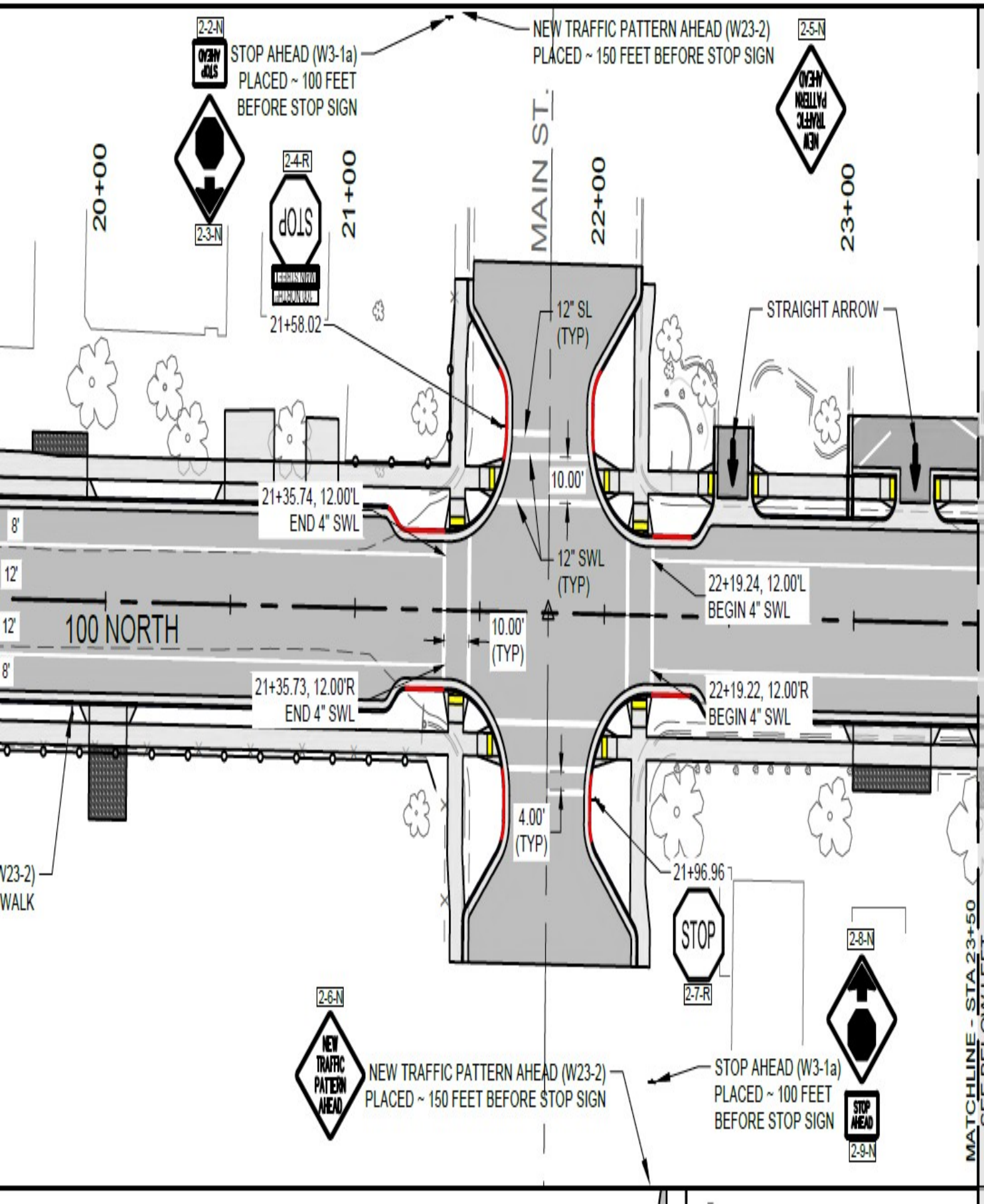
I have received several comments about the bulbouts that are being installed. I first want to reiterate that the bulbouts are part of the approved downtown master plan. They are an important intersection element of downtown streets for a few reasons:

- Bulbouts reduce the crossing length for pedestrians, increasing pedestrian safety.
- Bulbouts have a traffic calming effect at intersections.
- Bulbouts help prohibit parking in close proximity to a corner, thus maximizing sight distance and intersection safety.

The design for this project has been very thoughtful and the repercussions of these traffic control decisions have been weighed by Public Works and Engineering Staff prior to being implemented and Staff stands behind the decisions that have been made. -Arthur LeBaron

Findings:

Recommendation:


2-2-N
STOP AHEAD
STOP AHEAD (W3-1a)
PLACED ~ 100 FEET
BEFORE STOP SIGN
2-3-N
NEW TRAFFIC PATTERN AHEAD (W23-2)
PLACED ~ 150 FEET BEFORE STOP SIGN
2-5-N
NEW TRAFFIC PATTERN AHEAD
20+00
21+00
22+00
23+00
MAIN ST.
2-4-R
STOP
21+58.02
12" SL
(TYP)
STRAIGHT ARROW
10.00'
21+35.74, 12.00'L
END 4" SWL
12" SWL
(TYP)
22+19.24, 12.00'L
BEGIN 4" SWL
8'
12'
12'
8'
100 NORTH
10.00'
(TYP)
21+35.73, 12.00'R
END 4" SWL
22+19.22, 12.00'R
BEGIN 4" SWL
4.00'
(TYP)
21+96.96
STOP
2-7-R
2-8-N
2-6-N
NEW TRAFFIC PATTERN AHEAD
NEW TRAFFIC PATTERN AHEAD (W23-2)
PLACED ~ 150 FEET BEFORE STOP SIGN
STOP AHEAD (W3-1a)
PLACED ~ 100 FEET
BEFORE STOP SIGN
STOP AHEAD
2-9-N
MATCHLINE - STA 23+50
SEE BELOW LEFT

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-08, a proposed zone change request located at 3000 W 400 N from Single Family Residential R1-8 to Single Family Residential R1-6 and Multiple Family RM-2; Parcel number H-3-1-31-3000.

Discussion: The applicant is requesting a zone change from Single Family Residential R1-8 to Single Family Residential R1-6 and Multiple Family Residential RM-2 for property located east of the existing Lava Knolls subdivision. In 2022, the applicant transferred 8.74 acres within the planned subdivision to the Washington County School District for use as a future elementary school, which required a redesign of the later phases of the development. As part of this redesign, the applicant proposes to rezone approximately 12 acres from R1-8 to R1-6, and 2.756 acres from R1-8 to RM-2.

Planning Commission Meeting

A public hearing on the proposed zone change was held at the August 14, 2025, Planning Commission meeting and no public comments or objections to the proposed zone change were received. The Planning Commission had no concerns about the proposal nor any discussion on the matter and voted unanimously to recommend approval of the zone change by the City Council. – Gary Cupp

Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes:

1) Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? The General Plan Map shows this area as "Single Family," which intends for development to be consistent with the following description:

> "These uses should be located near supporting community uses such as, but not limited to churches, s
> include R1-15, R1-10, R1-8, and R1-6."

The change to R1-6 would be compliant with the General Plan Map; however, the RM-2 portion would not. Notwithstanding, this is an area of town with several townhome developments underway and it is near major roadways and schools. Furthermore, the General Plan encourages a range of housing types and densities in appropriate locations, such as close to schools and commercial developments like Walmart, to support population growth and provide increased housing choice. The proposed mix of R1-6 and RM-2 zoning introduces additional flexibility in housing types, while still maintaining

compatibility with surrounding development. Thus, staff finds the zone change request to be substantially consistent with the General Plan.

2) Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? The proposed zoning is harmonious with the character of existing development in the vicinity. The area is adjacent to the existing Lava Knolls subdivision, which includes single-family residential development. The proposed R1-6 zoning maintains a similar residential character, while the limited RM-2 zoning (2.756 acres) is modest in scale and is adjacent to other planned townhome developments.

3) Will the proposed amendment adversely affect the adjacent property? The proposed amendment is unlikely to adversely affect adjacent properties. At this time, most of the adjacent property is undeveloped. The new school planned for the area is likely to have a larger use impact than this planned residential development. Major planned roadways in the area will mitigate any traffic concerns from the residential development. As discussed below in the staff comments, the proposed site plan is less dense than what was originally proposed for the area, and if the density depicted in the conceptual site plan is formalized through a development agreement, it would assure a lower development impact.

4) Are public facilities and services adequate to serve the subject property?All public utilities are in the immediate vicinity and are adequate to serve the subject property.

Recommendation: Staff recommends approval of the requested zone change.

Hurricane City
Application

Application Accepted Date: 07/08/2025

Type of Improvement: Zone Change Application

Description:

Tenant / Project Name: Lava Knolls Subdivision

Bldg. Address: 3000 W 400 N

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-3-1-31-3000

Zone: R1-8

Property Owner: Stratton Brothers LLC

Permit Contact: Chase Stratton P:(435) 773-3666

Email: chase.stratton@interstaterock.com

CONTACT INFORMATION

General Contractor: Stratton Brothers LLC

License #: P:

City: State: Zip:

Email:

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	500.00
Planning Fee	$	500.00
Sub Total:	**$**	**500.00**
Permit Total:	**$**	**500.00**
Amount Paid:	**$**	**500.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC25-08

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Chase Stratton

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 236442563-07/08/25

DRAFT

Narrative

We are seeking a rezoning of our property surrounding the Washington County School District's lot. We exchanged property with WCSD and now want to rezone our property. The rezoning will increase the number of units around the school, which we feel allows new / smaller families to live close to a future school. This rezoning increases the number of single family and townhomes provided in this area.

PARCEL NUMBER: H-3-1-31-3000
PROPERTY OWNER: STRATTON BROTHERS LLC.
OWNER ADDRESS: 42 SOUTH 850 WEST, HURRICANE, UT 84737
OWNER PHONE: 435-635-2628

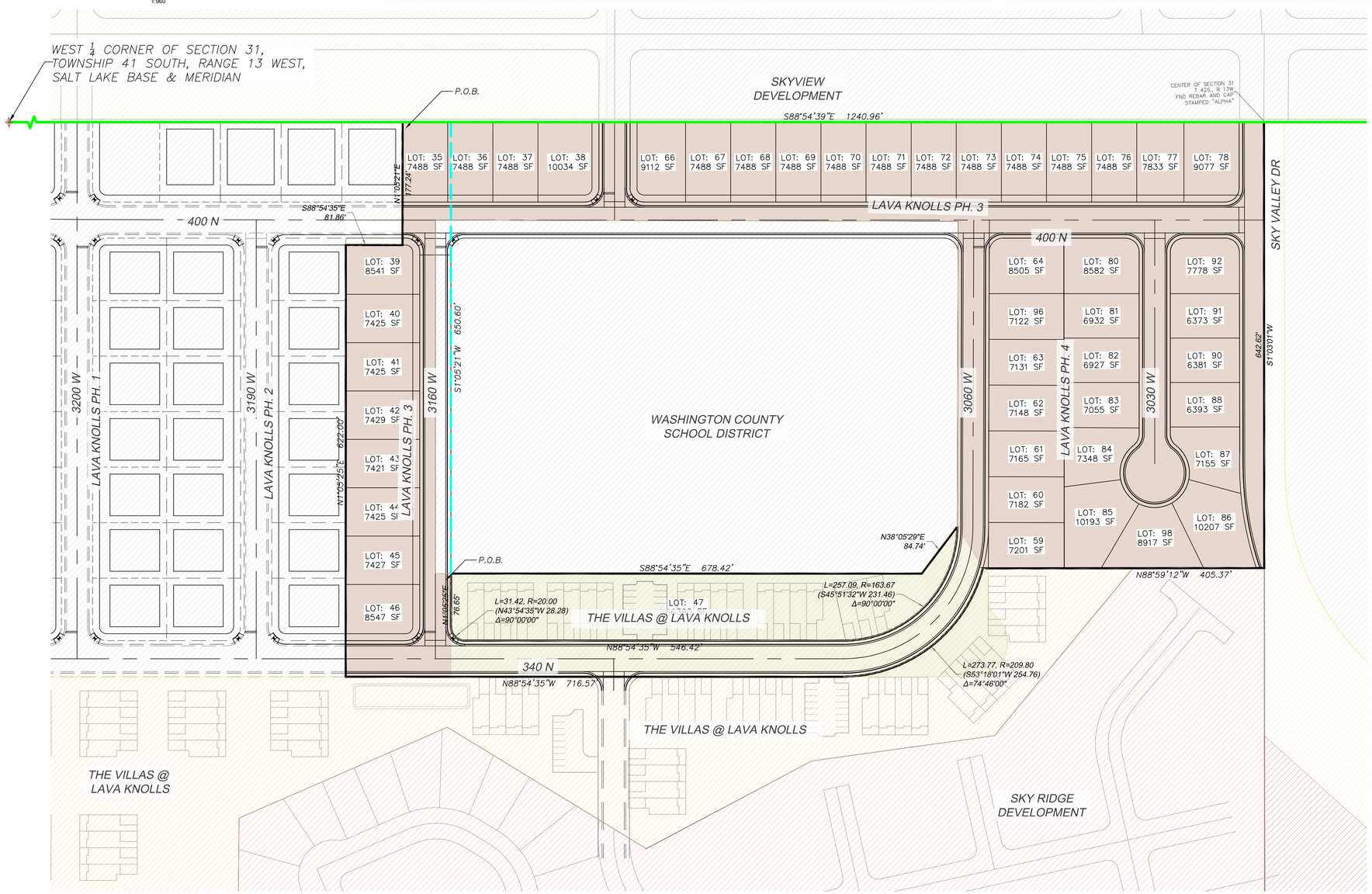
PROPOSED ZONING CHANGE FROM R1-8 TO R1-6

BEGINNING AT A POINT ON THE CENTER SECTION LINE, SAID POINT LIES SOUTH 88°54'39" EAST 2209.73 FT ALONG SAID CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE & MERIDIAN AND RUNNING THENCE, CONTINUING ALONG SAID SECTION LINE SOUTH 88°54'39" EAST 1240.96 FT; THENCE SOUTH 1°3'1" WEST 642.62 FT; THENCE NORTH 88°59'12" WEST 405.37 FT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC (SAID ARC HAVING A CHORD BEARING OF SOUTH 53°18'1" WEST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 254.76 FT AND A RADIUS OF 209.80 FT); THENCE NORTH 88°54'35" WEST 716.57 FT; THENCE NORTH 1°5'25" EAST 622.00 FT; THENCE SOUTH 88°54'35" EAST 81.86 FT; THENCE NORTH 1°5'21" EAST 177.24 FT TO THE POINT AND PLACE OF BEGINNING, CONTAINING 19.798 ACRES, MORE OR LESS; LESS A PORTION OF THE 340 NORTH ROADWAY. LESS THAT PORTION CONVEYED IN WARRANTY DEED RECORDED 30 DECEMBER 2022 DOCUMENT ID 20220054611.

PROPOSED ZONING CHANGE FROM R1-8 TO RM-2

BEGINNING AT A POINT ON THE CENTER SECTION LINE, SAID POINT LIES; THENCE SOUTH 88°54'39" EAST 2279.43 FT ALONG SAID CENTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE & MERIDIAN; THENCE SOUTH 1°5'21" WEST 650.60 FT, TO THE POINT OF BEGINNING; THENCE SOUTH 88°54'35" EAST 678.42 FT; THENCE NORTH 38°5'29" EAST 84.74 FT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC (SAID ARC HAVING A CHORD BEARING OF SOUTH 45°51'32" WEST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 231.46 FT AND A RADIUS OF 163.67 FT); THENCE NORTH 88°54'35" WEST 546.42 FT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC (SAID ARC HAVING A CHORD BEARING OF NORTH 43°54'35" WEST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 28.28 FT AND A RADIUS OF 20.00 FT); THENCE NORTH 1°5'25" EAST 76.65 FT TO THE POINT AND PLACE OF BEGINNING ALSO INCLUDING A PORTION OF THE 340 NORTH ROADWAY, CONTAINING 2.756 ACRES, MORE OR LESS;

0 40 80 160 Feet
1:960



LEGEND

DEFINITION	PROPOSED	EXISTING
HATCH TYPES		
R1-10		
R1-8		
R1-6		
RA-1		
RM-1		
RM-2		
HC		
PC		

811 Know what's below. Call before you dig.

INTERSTATEROCK
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

PROFESSIONAL ENGINEER
19 MAY 2025
No. 260231
TRACE L. ALLEN
STATE OF UTAH

DESIGNED BY IRP
DRAWN BY IRP
CHECKED BY TA

STRATTON BROTHERS LLC.

ZONE CHANGE

LAVA KNOWLS PHASES 3 & 4

HURRICANE CITY, UT

REV.	DATE	DESCRIPTION	BY

DATE 19 MAY 2025
PROJ. # 010.024.073
PAGE # C4.1

FILE: Z1I - Engineering\I - Clients\Interstate Rock Products\010.024.073 Lava Knoll Ph 3\2 - Engineering\1 - Design\2 - Sheets\Zone Change.dwg TIME: 8 July 2025

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

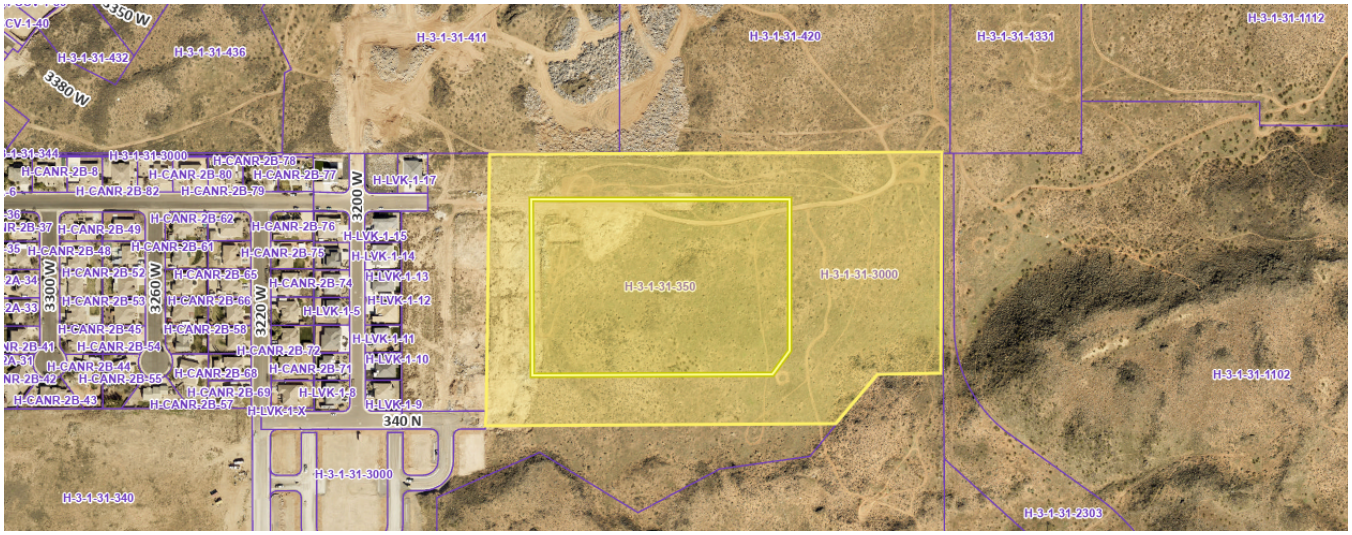
Agenda Date:	**08/14/2025 - Planning Commission**
Application Number:	ZC25-08
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Chase Stratton
Agent:	N/A
Request:	Zone Change from R1-8 to R1-6 and RM-2
Location:	3000 W 400 N
Zoning:	R1-8
General Plan Map:	Single Family
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:

The applicant is requesting a zone change from Single Family Residential 8 (R1-8) to Single Family Residential 6 (R1-6) and Multiple Family Residential (RM-2) for property located east of the existing Lava Knolls subdivision. In 2022, the applicant transferred 8.74 acres within the planned subdivision to the Washington County School District for use as a future elementary school, which required a redesign of the later phases of the development. As part of this redesign, the applicant proposes to rezone approximately 12 acres from R1-8 to R1-6, and 2.756 acres from R1-8 to RM-2.

Please note that the layout and unit count shown on the proposed site plan are conceptual at this stage and subject to change.

	Zoning	Adjacent Land Use
North	R1-8 (PDO)	Undeveloped property (Future phases of Sky Valley)
East	R1-8	Undeveloped property
South	RM-1 (PDO), PC	Townhome developments (Villas at Lava Knolls and Sky Rim Townhomes)
West	R1-8, R1-10	Single Family Homes



Vicinity Map

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

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

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

1. Whether the proposed amendment is consistent with goals, objectives and policies of the City's general plan;

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Analysis:

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

Response: The General Plan Map shows this area as "Single Family," which intends for development to be consistent with the following description:

"These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6."

The change to R1-6 would be compliant with the General Plan Map; however, the RM-2 portion would not. Notwithstanding, this is an area of town with several townhome developments underway and it is near major roadways and schools. Furthermore, the General Plan encourages a range of housing types and densities in appropriate locations, such as close to schools and commercial developments like Walmart, to support population growth and provide increased housing choice. The proposed mix of R1-6 and RM-2 zoning introduces additional flexibility in housing types, while still maintaining compatibility with surrounding development. Thus, staff finds the zone change request to be substantially consistent with the General Plan.

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

Response: The proposed zoning is harmonious with the character of existing development in the vicinity. The area is adjacent to the existing Lava Knolls subdivision, which includes single-family residential development. The proposed R1-6 zoning maintains a similar residential character, while the limited RM-2 zoning (2.756 acres) is modest in scale and is adjacent to other planned townhome developments.

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

Response: The proposed amendment is unlikely to adversely affect adjacent properties. At this time, most of the adjacent property is undeveloped. The new school planned for the area is likely to have a larger use impact than this planned residential development. Major planned roadways in the area will mitigate any traffic concerns from the residential development. As discussed below in the staff comments, the proposed site plan is less dense than what was originally proposed for the area, and if the density depicted in the conceptual site plan is formalized through a development agreement, it would assure a lower development impact.

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

Response: See JUC comments below. All public utilities are in the immediate vicinity and a school is planned for the middle of the development.

Other Considerations
JUC Comments:
The following comments will need to be addressed

1. **Public Works:** No comment.
2. **Power:** No concerns.
3. **Sewer:** No comment.
4. **Streets:** Would like to keep R1-8.
5. **Water:** Water line looping required. Update water model.

6. **Engineering**: Although this property falls in the Single Family designation on the General Plan, it is adjacent to and between Mixed Use and Planned Community designations on the General Plan. The property's proximity to major collector roads, commercial uses, and a potential school justifies higher density. The proposed zone change is consistent with existing development (townhomes/apartments to the southwest and south) and potential development (washington county school district owns property within the proposed area). Adverse effects from the proposed zone change likely won't be perceived and if so, can be mitigated by the development of the property. Adequate facilities can reasonably be expected. The applicant owns the property west of the proposed zone change to existing roads and utilities. Neighbors north and south of the property are currently being developed and the properties east of the proposed zone change appear to have a workable relationship with the applicant. Sky Valley Drive is a master planned 70' wide major collector. Its alignment must be consistent with neighboring preliminary plats (Sky Valley Drive and Sky Valley Townhomes). It appears the eastern portion of the proposed R1-6 zone will need the assistance of neighboring properties to meet water looping and access requirements (HCS 3.6.4 and IFC d107.2, respectively).
7. **Fire:** Approve.
8. **Cable:** [No comments received.]
9. **Phone:** [No comments received.]
10. **Fiber:** No comment.
11. **Gas:** Okay.
12. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments:

1. **Density:** Under the previously approved subdivision plans, before the land swap with the School District, this area was approved for 100 additional homes. Per the applicant's provided site plan, which is not binding unless formalized through a development agreement, they are proposing 64 units. Even discounting the school district property, based on their site plan they are proposing 4.33 units per acre, which is below the density standard for R1-8 zoning. The proposal is considered to be less dense than their current entitlement if the proposed site plan is made binding with a development agreement.

Findings:

Staff makes the following findings:

1. The proposal generally complies with the General Plan Map, and it allows the City to comply with several General Plan goals and objectives.
2. The proposal is compatible with surrounding development of single family homes and townhomes.
3. The proposed amendment will not adversely impact the area since it adequately complies with the goals and recommendations of the General Plan.
4. Services are anticipated to be adequate to serve the area and proposed project.

Recommendation: The Planning Commission should review this application based on standards within the Hurricane City Code, and consider any comments received at the public hearing. Staff finds that the request adequately satisfies the four approval standards for zone changes and recommends that the Planning Commission send a recommendation of approval to the City Council, subject to staff and JUC comments.

ORDINANCE NO ZC25-08

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3-1-31-3000 FROM SINGLE FAMILY RESIDENTIAL 8 (R1-8) TO SINGLE FAMILY RESIDENTIAL 6 (R1-6) AND MULTIPLE FAMILY RESIDENTIAL 2 (RM-2)

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

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

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

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

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

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

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

That parcel H-3-1-31-3000 is rezoned from Single Family Residential 8 (R1-8) to Single Family Residential 6 (R1-6) and Multiple Family Residential 2 (RM-2).

PASSED AND APPROVED on this 21st day of August 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 21st day of August 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-33 amending the fees for Community Center Programs and Youth Sports.

Discussion: This resolution proposes an increase in fees for select recreation programs and sports. The adjustment is necessary for two primary reasons:

- Outdated Fee Structure – Several programs have been running for nearly 20 years without any fee increase, despite rising operational costs.
- Improved Staffing Quality – We aim to hire older, more experienced youth staff and referees. Offering only minimum wage is not competitive for the age group we are seeking. A modest fee increase will allow for slightly higher wages, which we anticipate will attract and retain more skilled, reliable employees and improve overall program quality. – Tiffani Wright

Findings:

Recommendation:

Resolution No. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, AMENDING FEES ASSOCIATED WITH THE COMMUNITY CENTER PROGRAMS AND YOUTH SPORT PROGRAMS.

WHEREAS the Hurricane City Council is authorized by Section 10-3-717 of the Utah Code and Section 1-5-6(G)(1) of the Hurricane City Code to establish fees for municipal services; and

WHEREAS the City Council desires to amend the follow fees; and

WHEREAS the Hurricane City Council finds that it is necessary and desirable for the preservation and protection of the health, safety, and welfare of the residents of Hurricane,

BE IT HEREBY RESOLVED by the City Council that the following provisions and fee schedule is hereby amended and adopted for implementation:

YOUTH SPORTS		**PRIOR RATE**	**NEW RATE** RESIDENT/NON-RESIDENT
	Track	$35	$35/$40
	Cross Country	$35	$35/$40
	Golf	$40	$40/$45
	Wrestling	$35	$35/$40
	Tennis	$35	$35/$40
	Volleyball	$35	$35/$40
	Soccer	$35	$35/$40
	Baseball/Softball	$35-$65	$35-$65/$40-$70
	Flag Football	$35	$35/$40
	Basketball	$35	$35/$40
	Prep Basketball League	$250	$300/$350

ADULT SPORTS		**PRIOR RATE**	**NEW RATE** RESIDENT/NON-RESIDENT
	Kickball	$350	$350/$400
	Softball	$350	$350/$400
	Women's Volleyball	$250	$250/$300
	Coed Volleyball	$250	$250/$300
	Pickleball	$30	$35/$40
YOUTH PROGRAMS		**PRIOR RATE**	**NEW RATE** RESIDENT/NON-RESIDENT
	Dance	$25	$30/$35
	Art	$30	$30/$35
	Tumbling	$25	$30/$35
	Martial Arts	$25-$35	$30-$40/$35-45
	Adaptive Programs	$35	$35/$40
ADULT PROGRAMS		**PRIOR RATE**	**NEW RATE** RESIDENT/NON-RESIDENT
	Art/Clay (60 min)	$30	$30/$35
	Art/Clay (90 min)	$45	$45/$50
	Art/Clay (2 Hrs)	Not Offered	$50/$55
	Art/Clay (90 min x 2 week)	Not Offered	$90/$95
	Tumbling	$25	$30/$35
	Martial Arts	$25	$30/$35
	Martial Arts 2/week	$35	$50/$55

BE IT FURTHER RESOLVED that the rates adopted by this Resolution shall be deemed to have taken effect on August 1, 2025.

DATED this 21st day of August 2025.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Hurricane City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 21st day of August 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

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Discussion on gym rental space for club ball groups.

Discussion: I am seeking the council's guidance on rental pricing for the new Fourplex gymnasium and the Lichfield gym. Our current rental rates (per hour) are:

- Full court: $30 (resident) / $40 (non-resident)
- Half court: $20 (resident) / $25 (non-resident)

I would like your direction on whether we should:

- Maintain current rates for private tournament rentals.
- Offer a lower rate to Hurricane-based teams reserving courts.
- Provide bulk discounts to clubs reserving courts over an extended period.
- Introduce a nonprofit rate for groups with a verified 501(c)(3) status.

Your input will help us establish consistent and fair rental guidelines moving forward. – Tiffani Wright

Findings:

Recommendation:

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**08/14/2025 – Planning Commission**
Application Number:	LUCA25-09
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 9 with the addition of "Chapter 7 - Storm Water Management," and amend Title 10 section 10-7-23 relating to MS4.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Discussion: In 1990, EPA established Phase I of the National Pollutant Discharge Elimination System (NPDES) stormwater program. The Utah Pollutant Discharge Elimination System (UPDES) is the Utah version of NPDES, which is the permit system mandated by § 402 of the Clean Water Act to control pollutants in waters of the U.S. Cities that exceed a certain population threshold must comply with the UPDES by adopting Municipal Separate Storm Sewer System (MS4s) Permit standards that regulate stormwater discharges withing its jurisdiction. An MS4 system is defined as a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains. It also is used to describe the owner/operator of that system (i.e., Hurricane City). Each MS4 entity is responsible for maintaining and controlling pollutants that enter their storm water system. The City of Hurricane was recently designated as an MS4 municipality and must therefore comply with the UPDES storm water requirements. Accordingly, the City Code is proposed to be updated with the addition of a new chapter entitled "Title 9, Chapter 7 – Storm Water Management."

Recommendation:

Staff recommends approval of the proposed land use code amendment.

CHAPTER 7. STORM WATER MANAGEMENT

Sec. 9-7-1. General Provisions.

A. *Purpose.* It is the purpose of this chapter to:

1. Protect, maintain, and enhance the environment of the City.

2. Establish responsibilities for controlling and managing storm water runoff.

3. Protect the public health, safety and the general welfare of the City and its inhabitants by controlling discharges of pollutants to the City's storm water facilities and to maintain and improve the quality of the receiving waters into which the storm water outfalls flow, including, but not limited to, lakes, rivers, streams, ponds, wetlands, and groundwater of the City.

4. Enable the City to comply with the most current National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR section 122.26 for storm water discharges and the state of Utah, Utah Code Title 19, Environmental Quality Code Chapter 5, Water Quality Act, Department of Environmental Quality, Utah Pollution Discharge Elimination System (UPDES) storm water general permits which include: general storm water permit for construction activity connected with single-lot housing projects; general permit for storm water discharges from construction activities; and general permit for discharges from small Municipal Separate Storm Sewer Systems (MS4s).

5. Allow the City to exercise the powers granted by Utah code, which provides that, among other powers municipalities have with respect to storm water facilities, the power by ordinance or resolution to:

a. Exercise general regulation over the planning, location, construction, operation and maintenance of storm water facilities in the municipality, whether or not owned and operated by the municipality;

b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this chapter, including the adoption of a system of fees for services and permits;

c. Establish standards to regulate the quantity of storm water discharged and to regulate storm water contaminants as may be necessary to protect water quality;

d. Review and approve plans and plats for storm water management in proposed development plans, subdivisions, or commercial developments;

e. Issue permits for storm water discharges, or for the construction, alteration, extension, or repair of storm water facilities;

f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

g. Regulate and prohibit illicit discharges;

h. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of storm water contamination, whether public or private; and

i. Establish a viable and fair method of financing the construction, operation, and maintenance of the storm water facilities.

B. *Administering Entity.* The City shall administer the provisions of this chapter. Nothing in this chapter shall relieve any person from responsibility for damage to other persons or property, nor impose upon the City, its officers, agents or employees, any liability for damage to other persons or property.

Sec. 9-7-2. Definitions of Words and Phrases.

The words and phrases defined in this section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the building code shall be construed as defined therein.

Best Management Practices (BMPs) are physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City and that have been incorporated by reference into this chapter as if fully set out therein. For purposes of this title, the relevant BMPs are more particularly defined in the City storm water management program and City "Standard Specifications For Design And Construction."

Channel means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.

City means Hurricane City or authorized designee.

City storm water facilities means storm systems that receive runoff from public rights-of-way, natural waterways, and drainage systems identified in a City easement.

Common plan of development or sale means one (1) plan for development or sale, separate parts of which are related by any announcement, piece of documentation (including sign, public notice or hearing, sales pitch, advertisement, drawing, plat, blueprint, contract, zoning request, computer design, etc.), physical demarcation (including contracts) that identify the scope of the project. A plan may still be a common plan of development or sale even if it is taking place in separate stages or phases, is planned in combination with other construction activities, or is implemented by different owners or operators.

Contaminant means any unnatural, physical, chemical, biological, or radiological substance or matter in water.

Discharge means to dispose, deposit, spill, pour, inject, seep, dump, leak, or place by any means, including any direct or indirect entry of any solid or liquid matter, into the municipal separate storm water facilities.

Easement means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.

Erosion means the removal of soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects (human cause).

Erosion and sediment control plan means a written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

Grading permit means a permit issued by the City to allow grading of a property.

Illicit connections means illegal or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

Illicit discharge means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted under 40 CFR section 122.26.

Immediately means the owner/operator is required to, on the same day a condition requiring corrective action is found (or as soon afterward as possible considering normal work schedule and task size), take all reasonable steps to minimize or prevent the discharge of pollutants until a permanent solution is installed and made operational.

Land disturbing/grading activity means any activity on property that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing/grading activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

Long-term storm water management plan means a site-specific written document that identifies potential sources of storm water pollution. It describes storm water control measures and BMPs that will be used to reduce or eliminate pollutants in storm water discharges into the City's MS4. It contains the procedures the owner will implement to comply with the terms and conditions of the storm water maintenance agreement. The long-term storm water management plan is required as a condition of the development plan approval and is required as part of the City's small MS4 UPDES general permit from the state of Utah.

Maintenance means any activity that is necessary to keep a storm water facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a storm water facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the storm water facility.

Municipal Separate Storm Sewer System (MS4) means the conveyances owned or operated by the municipality for the collection and transportation of storm water, including, but not limited to, the roads, streets and their drainage systems, catch basins, curbs, gutters, ditches, manmade channels, and storm drains.

National Pollutant Discharge Elimination System Permit (NPDES Permit) regulates compliance with the provisions of the Federal Clean Water Act for the control of storm water discharges, and includes a permit issued pursuant to 33 USC section 1342.

Notice of Intent (NOI) is required whenever a contractor disturbs one (1) acre or more of property, or less than one (1) acre if part of a common plan of development; the NOI must be filed through the state of Utah. This is a binding contract between the state of Utah and the contractor stating that the contractor will address storm water and drainage issues on site and downstream throughout the duration of the project until the NOT is filed.

Notice of Termination (NOT) required whenever a contractor completes a project on one (1) acre or more of property, or less than one (1) acre if part of a common plan of development, it is the contractor's responsibility to maintain the storm water and drainage controls until such time as the NOT is filed and accepted by the state of Utah and City.

Notice of Violation (NOV) is issued by written notice to the responsible person whenever the City finds that a person is in noncompliance with this chapter, and the NOV shall order compliance with this chapter. Requirements in the NOV are at the discretion of the City and as required by the Utah code, and may include monitoring, payment to cover costs relating to the noncompliance, and the implementation of best management practices.

Person means any and all persons including any individual, firm, or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

Property Owner means the landowner of property within the boundary of the City.

Redevelopment means the replacement or improvement of impervious surfaces on a developed site.

Runoff means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm water facilities; including, but not limited to: water produced by storms, surface drainage, snow and ice melt, and other water handled by the storm sewer drainage system.

Sediment means solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

Sedimentation means soil particles suspended in storm water that can settle in streambeds and disrupt the natural flow of the stream.

Stabilization means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.

Storm water facilities refers to the drainage structures, conduits, ditches, storm sewers, and all device appurtenances by means of which storm water is collected, transported, pumped, treated or disposed of.

Storm water maintenance agreement is a document recorded in the Washington County recorder's office that acts as a property deed restriction, and which provides for long-term maintenance of storm water management practices and will reference a long-term storm water management plan.

Storm water management refers to the programs to manage quality and quantity of storm water runoff.

Storm Water Management Program (SWMP) means the City's storm water master program as adopted by the City.

Storm Water Pollution Prevention Plan (SWPPP) refers to all drawings, documents, specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of storm water runoff.

Storm water runoff means the flow on the surface of the ground, resulting from precipitation.

Structural BMPs means devices that are constructed or installed for water quality purposes.

Surface water includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes and reservoirs.

UPDES means the Utah Pollution Discharge Elimination System.

Watercourse means a permanent or intermittent stream or other body of water, either natural or manmade, which gathers or carries surface water.

Sec. 9-7-3. Storm Water Facilities Design and Management Standards.

A. *Storm Water Design and Best Management Practices (BMPs).* The City's BMPs shall apply to all activities regulated by this chapter. These standards include specific design criteria and operation and maintenance requirements for each storm water practice. These standards may be updated and expanded from time to time, at the discretion of the City. Storm water facilities that are designed, constructed, and maintained in accordance with these standards and with BMP criteria will be presumed to meet the minimum water quality performance standards.

B. *Notice of Intent (NOI) Requirements.* All persons grading or disturbing one (1) acre or more, or less than an acre if part of a common plan of development, shall obtain coverage under one of the State's Construction Storm Water Permits by filing a notice of intent (NOI) through the state of Utah. This form requires that a storm water pollution prevention plan (SWPPP) is developed on a form approved by the City, which shall form a binding contract between the state of Utah and the contractor providing that the contractor will address storm water and drainage issues on site and downstream throughout the duration of the project, including any extensions. The NOI is active

for one (1) calendar year from issuance and must be renewed until the project is complete and a notice of termination (NOT) is filed. The NOI and SWPPP shall be signed by both the owner and the operator.

C. *Adoption of The Current UPDES Permit.* The SWPPP must be developed and consistent with the most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s).

D. *Sediment and Erosion Control Plan Requirements.* A sediment and erosion control plan is required for construction projects disturbing one (1) acre or more, and to construction projects of less than one (1) acre that are part of a larger common plan of development or sale. The sediment and erosion control plan shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing/grading activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. The erosion and sediment control requirements must be developed and consistent with the most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and shall include the following as applicable:

1. Provide and maintain natural buffers and/or equivalent erosion and sediment controls when a water of the state is located within fifty feet (50') of the site's earth disturbances.

2. Preserve naturally vegetated areas where possible and, if feasible, direct storm water to these areas to maximize storm water infiltration and filtering to reduce pollutant discharges.

3. Install sediment controls along any perimeter areas of the site that will receive pollutant discharges.

4. Minimize sediment track-out.

5. Manage stockpiles.

6. Minimize dust.

7. Minimize steep slope disturbances.

8. Preserve native topsoil.

9. Minimize soil compaction.

10. Protect storm drain inlets.

11. Minimize erosion of storm water conveyance channels and their embankments, outlets, adjacent streambanks, slopes, and downstream waters.

12. Properly design sediment basin or similar impoundments.

13. Proper storage and use of treatment chemicals to minimize potential discharge into storm water conveyance systems.

14. Stabilize exposed portions of the site.

E. *Storm Water Pollution Prevention Plan (SWPPP) Requirements.* All persons grading or disturbing one (1) acre or more, or less than an acre if part of a common plan of development, shall develop a storm water pollution prevention plan (SWPPP) on a form approved by the City for the protection, control, and restoration of storm water quality. Property owners and operators are responsible to manage storm water runoff and sediment, unless this responsibility is relinquished through the terms and conditions of an easement, agreement, or contract. The storm water pollution prevention plan shall include sufficient information to allow the City to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing storm water generated at the project site. The SWPPP shall include a notice of intent (NOI) signed by both the owner and operator. The SWPPP shall be developed consistent with the most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and shall include the following:

1. Storm water team.

2. Nature of construction activities.

3. Site map.

4. Non-storm water discharges.

5. Description of storm water controls.

6. Perimeter controls for a “linear construction site.”

7. Sediment track-out controls.

8. Sediment basins.

9. Treatment chemicals.

10. Stabilization measures.

11. Spill prevention response procedures.

12. Waste management procedures.

13. Procedures for inspection, maintenance, and corrective action.

14. Staff training.

15. Compliance with other requirements.

16. SWPPP certification.

17. Post-authorization additions to the SWPPP.

F. *Performance bond.* The City may, at its discretion, require performance bonding in order to ensure that the storm water practices are installed by the permit holder as required by the approved SWPPP. The amount of the installation performance bond shall be one hundred percent (100%) of the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs, e.g., for damages or enforcement. The performance bond may contain forfeiture provisions for failure to complete work specified in the SWPPP. If performance bonding is required, the applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment or rejection by the City. The performance bond shall be released in full only upon submission of as-built plans that the structural BMPs have been installed in accordance with the approved plan and other applicable provisions of the Hurricane City Code. Provisions for a partial pro rata release of the performance bond based on the completion of various development stages may be made at the discretion of the City.

G. *Site Inspection Requirements.* Site inspections shall comply with most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and shall include the following:

1. Inspections shall be performed by a qualified person who by coursework and registration is knowledgeable in the principles and practices of erosion and sediment control and pollution prevention, who possesses the skills to assess conditions that could impact storm water quality and has skills to assess effectiveness of any storm water controls selected and installed to meet the established requirements. All inspections shall be documented and prepared on a City approved form.

2. If part of a common plan of development, inspections shall be performed at least once every seven (7) days. During grading for a common plan of development, inspections shall also be performed weekly and within twenty-four (24) hours of any rain events.

3. If not part of a common plan of development, inspections may be performed at least once every seven (7) days or once every fourteen (14) calendar days and within twenty-four (24) hours of the occurrence of a storm event of one-half inch (0.5") or greater.

4. Except as limited by Title 19, Chapter 5 of the Utah code, as amended, access shall be granted to qualified City personnel on private property as described in the approved SWPPP to inspect the construction storm water BMPs that discharge to the MS4.

H. *Notice of Termination (NOT) Requirements.* All persons grading or disturbing one (1) acre or more, or less than an acre if part of a common plan of development, shall file a NOT through the state of Utah after completion of the final project acceptance by the City. It is the contractor's responsibility to maintain the storm water and drainage controls until such time as the NOT is filed and accepted by the state of Utah and City.

Sec. 9-7-4. Post-Construction.

A. *Standards to Minimize Impacts on Water Quality.* New development and redevelopment projects shall ensure that any storm water controls or management practices will prevent or minimize impacts to water quality.

B. *Standards to Minimize Development in Susceptible Areas.* New development and redevelopment projects include nonstructural BMPs such as requirements and standards to minimize development in areas susceptible to erosion and sediment loss; to minimize the disturbance of native soils and vegetation; to preserve areas in the municipality that provide important water quality benefits; to implement measures for flood control; and to protect the integrity of natural resources and sensitive areas.

C. *Projects Greater Than or Equal to One (1) Acre.* Newly developed and redeveloped projects that disturb greater than or equal to one (1) acre, including projects less than one (1) acre that are of a larger common plan of development or sale, are required to submit a low impact development (LID) approach to be evaluated by the City. An LID approach promotes the implementation of BMPs that allow storm water to infiltrate, evapotranspire, or harvest and use storm water on site to reduce runoff from the site and protect water quality. Guidance for implementing LID can be found in state of Utah DWQ's LID controls which are appropriate for use in the state of Utah and can be found in *A Guide to Low Impact Development within Utah* available on DWQ's website, or *Green Infrastructure and Low Impact Development Application Guidance for Washington County, Utah* available from the City.

D. *Specific Criteria.* Newly developed and redeveloped projects must meet specific criteria which require that BMPs are designed to manage rainfall on site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the eightieth (80th) percentile rainfall event or a predevelopment hydrologic condition, whichever is less. This objective shall be accomplished using practices that are designed, constructed, and maintained to infiltrate, evapotranspire, and/or harvest and reuse rainwater, and must be incorporated into the permittee's development plans and long-term storm water management plan which includes the LID approach. If meeting the eightieth (80th) percentile standard is unfeasible, an alternative design approach may be used; provided, that the permittee documents that infiltration, evapotranspiration, and rainwater harvesting have been used to the maximum extent feasible and that full employment of these controls is infeasible due to constraints. For guidance including alternative design approaches, see *A Guide to Low Impact Development within Utah* published by the DWQ, and *Green Infrastructure and Low Impact Development Application Guidance for Washington County, Utah.*

E. *Sensitive Soils.* There are areas within the City that have sensitive soils that could be adversely impacted by surface waters infiltrating into those soils. In those areas, the approved alternative design approach should be followed.

F. *Inspections.* Owners/operators shall perform necessary maintenance to protect water quality and reduce the discharge of pollutants to the MS4. Owners/operators of newly developed and redeveloped projects shall conduct inspections at least every other year and provide certification that adequate maintenance has been performed and the structural controls are operating as designed to protect water quality. This required inspection shall be conducted by the property owners/operators or qualified third parties. On sites where the property owners/operator is conducting maintenance, the permittee shall allow municipal inspectors to conduct inspections at least once every five (5) years, or more frequently as needed to show that adequate maintenance is being performed. The owner shall grant access to the City to inspect storm water control measures on private properties that discharge to the MS4 to ensure that adequate maintenance is being performed.

The findings of each inspection shall be documented in an inspection report, and must contain the following:

1. Inspection date;

2. Name and signature of inspector;

3. Project location;

4. Current ownership information;

5. A description of the condition of the storm water control measures including the quality of: vegetation and soils; inlet and outlet channels and structures; catch basins; spillways; weirs, and other control structures; and sediment and debris accumulation in storage as well as in and around inlet and outlet structures; and

6. Specific maintenance issues or violations found that need to be corrected by the property owner or operator along with deadlines and re-inspection dates.

If there is an observed failure of a facility to perform as designed, the failure must be corrected and documented in the inspection report.

F. *Stabilization Requirements.* Any area that has been disturbed by grading activity shall be stabilized according to a schedule provided by the contractor or the owner/operator and approved by the City. A plan must be submitted with the final design describing the vegetative or other stabilization and management techniques to be used at a site. This plan will explain not only how the site will be stabilized, but who will be responsible for the maintenance of vegetation or other stabilization at the site, and what practices will be employed to ensure that adequate cover is preserved. A long-term storm water management plan and a post-construction storm water agreement are required prior to the issuance of a certificate of occupancy.

G. Inspection of Storm Water Facilities. Periodic inspections of facilities shall be performed by the City on public property. On private property, the landowner, its successors and assigns, including any homeowners' association, shall conduct periodic inspections and maintain the storm water facilities. This includes all inlets, pipes, channels, and detention basins built to convey storm water, as well as all other structures, improvements, and vegetation provided to control the quantity and quality of the storm water. "Adequate maintenance" is defined as good working condition so that these storm water facilities are performing their designed functions. An annual inspection report must be filled out for storm water facilities located on private property and retained for three (3) years to ensure that the facilities are in good working condition and acceptable to the City. The owner must provide the records for the City upon request.

H. *Records of Installation and Maintenance Activities.* Parties responsible for the operation and maintenance of a storm water facility shall make records of all maintenance and repairs to the facility and shall retain the records for at least five (5) years. These records shall be made available to the City upon request.

I. *Failure to Meet or Maintain Design or Maintenance Standards.* If a responsible party fails or refuses to meet the design or maintenance standards required for storm water facilities, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the storm water facility becomes a danger to public safety or public health, the City shall notify in writing the party responsible for maintenance of the storm water facility. Upon receipt of that notice, the responsible person shall immediately repair the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this section shall be charged to the responsible party and a lien placed on property for payment.

Sec. 9-7-5. Illicit Discharges.

A. *Scope.* This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.

B. *Prohibition of Illicit Discharges.* No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of storm water. The commencement, conduct, or continuance of any discharge of non-storm water is prohibited except as follows:

1. Water line flushing or other potable water sources,
2. Irrigation and lawn and landscape watering,
3. Diverted stream flows,
4. Rising groundwater,
5. Groundwater infiltration to storm drains,

6. Uncontaminated pumped groundwater,

7. Foundation or footing drains,

8. Crawl space pumps,

9. Air conditioning condensation,

10. Springs,

11. Natural riparian habitat or wetland flows,

12. Swimming pools (if dechlorinated – typically less than one (1) ppm chlorine),

13. Firefighting activities, and

14. Any other uncontaminated water source.

15. Discharges specified in writing by the City as being necessary to protect public health and safety.

16. Dye testing is an allowable discharge if the City has so specified in writing.

17. The prohibition shall not apply to any non-storm water discharge permitted under a UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the State of Utah, Division of Water Quality; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system.

C. *Prohibition of Illicit Connections.*

1. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

D. *Reduction of Storm Water Pollutants by the Use of Best Management Practices.* Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, will be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES/UPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

E. *Notification of Spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into the City storm water facilities, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, the person shall notify the City in person or by telephone no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Sec. 9-7-6. Enforcement.

A. *Enforcement Authority.* Consistent with the most current state of Utah Department of Environmental Quality, UPDES storm water general permits which include: general storm water permit for construction activity connected with single lot housing projects; general permit for storm water discharges from construction activities; general permit for discharges from small municipal separate storm sewer systems (MS4s), and Utah Code Title 19, Environmental Quality Code Chapter 5, Water Quality Act, the City may detect, investigate, eliminate and enforce against non-storm water discharges, including illegal dumping, into the MS4. Consistent with the fines and enforcement mechanisms set forth I Utah Code Title 19, Chapter 5, as amended, the City may apply escalating enforcement procedures as necessary for the severity of violation and the recalcitrance of the violator. The City may issue notices of violation, stop work orders, citations, and impose civil penalties. The City may also perform necessary maintenance or corrective actions it deems necessary at the expense of the owner/operator.

Non-storm water discharges to the MS4, including spills, illicit connections, illegal dumping, and sanitary sewer overflows into the storm sewer system, require ceasing the illicit discharge or otherwise eliminating the discharge or removal of such discharges.

The City may complete periodic inspections to ensure that the owner's/operator's chosen BMPs used to address the site storm water are performing adequately. If BMPs are not performing adequately, the City may have the owner/operator update the erosion and sediment control plan and the storm water pollution prevention plan. The City shall be given access to inspect storm water BMPs on private properties that discharge to the MS4.

B. *Violations.*

1. *Written Notice of Violation.* Whenever the City finds that any permittee or any other person discharging non-storm water has violated or is violating this chapter or a permit or order issued hereunder, the City may serve upon such person written notice of the violation. An explanation of the violation and a plan for the

satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the City. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

2. *Consent Orders.* The City is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders may include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. The order may also include an order for civil penalties to be paid for the violations. Consent orders shall have the same force and effect as orders issued pursuant to subsections B(3) and B(4) of this section.

3. *Compliance Order.* When the City finds that any person has violated or continues to violate this chapter or a permit or order issued hereunder, the City may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including civil penalties for the violation(s), the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

4. *Cease and Desist Orders.* When the City finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the City may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

a. Comply forthwith;

b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge; and

c. Pay any civil penalties assessed for the violation(s).

C. *Conflicting Standards.* Whenever there is a conflict between any standard contained in this chapter and in the City storm water management program adopted by the City, the strictest standard shall prevail.

Sec. 9-7-7. Penalties.

A. *Violations.* Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action as directed by the City, shall be guilty of a class B misdemeanor. Each day of violation shall constitute a separate violation.

B. *Recovery of Damages and Costs.* The City may recover:

1. All damages caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of and enforcing compliance with this chapter, or any other actual damages caused by the violation.

2. The costs of the City's maintenance of storm water facilities when the user of such facilities fails to maintain them as required by this chapter.

C. *Civil Penalties.* The civil penalties/fine schedule shall be used to determine a reasonable and appropriate penalty for all violations.

D. *Other Remedies.* The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

E. *Remedies Cumulative.* The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

Sec. 9-7-8. Appeals.

A. *Appeal.* Any person aggrieved by the imposition of a civil penalty or order to bring their property into compliance as provided by this chapter may appeal said penalty or order to an administrative law judge designated by the City.

B. *Appeals to be in Writing.* The appeal shall be in writing and filed with the City recorder within ten (10) business days after the civil penalty or order is served.

C. *Upon Receipt of an Appeal.* The administrative law judge shall conduct a review upon receipt of an appeal. Notice shall be provided to the appealing party at the address provided by the appealing party at the time of appeal. The decision of the administrative law judge shall be final.

D. *Standard of Review and Proof.* The administrative law judge shall ensure due process is provided. The person appealing bears the burden of proof that the City's decision was in error. The administrative law judge shall review the facts "de novo" without deference to the City's determination of the factual matters. The administrative law judge shall determine the correctness of the City's interpretation and application of the plain meaning of the regulations and shall decide whether the preponderance of the evidence shows that the violation(s) exist. Each party may present witnesses and evidence. The hearing shall be informal, and the rules of evidence do not apply.

E. *Compliance Required.* No provision of this section shall in any way relieve the violator from compliance with the provisions of this chapter and all applicable federal, state and City storm water regulations.

Sec. 10-7-23. Grading permits.

A. *Scope and applicability.* Every person shall obtain a grading permit for any land disturbance or grading activity on land of one acre or more. For any property on which a land use application is pending or that is subject to an active approved land use application, a grading permit shall not include the installation of retaining walls, storm drain piping, or other utilities or infrastructure; building lots not requiring the support of retaining walls may be graded.

B. *Exemptions.* The following activities are exempt from the permit requirement:

1. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
2. ~~Existing n~~Nursery and agricultural uses conducted as a permitted or accessory use.
3. Additions or modifications to existing single-family structures.

C. *Application for a grading permit.* Each application shall include the following:

1. Name of applicant.
2. Business or residence address of applicant.
3. Name, address or telephone number of the owner of the property of record.
4. Address and legal description of subject property including the tax reference number and parcel number of the subject property.
5. Name, address and telephone number of the contractor and any subcontractor(s) who shall perform the land disturbing/grading activity and who shall implement the erosion and sediment control plan.
6. A written statement indicating the nature, extent, and purpose of the land disturbing/grading activity, including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates of the land disturbing/grading activity.
7. A grading diagram with contours of two feet and cross sections showing the extent of grading with cut/fill, import/export, and grading volumes in cubic yards.
8. A drainage study conducted by a licensed and qualified engineer.
9. A sediment and erosion control plan compliant with Section 9-7-3(D) of the Hurricane City Code.
10. A drainage plan; plan shall also include storm water best management practices (BMPs).
11. A storm water pollution prevention plan (SWPPP) compliant with Section 9-7-3(E) of the Hurricane City Code.
12. A copy of the Utah state notice of intent (NOI) compliant with Section 9-7-3(B) of the Hurricane City Code.
13. An air quality/dust control plan, which shall include a detailed plan to control and limit dust, noise, vibration, smoke, and odor created on the site during actual extraction operations and during idle times. This plan shall reflect the requirement that all access and haul roads on the site shall be maintained in a dust free condition by impervious surfacing or some other treatment approved by the City. Dust mitigation must be pursuant to Rule R-307-205 of the Utah Administrative Code, applicable City ordinances, and any other applicable statute or regulation.
14. Each application for a grading permit shall be accompanied by payment of grading permit and other review fees, as adopted by resolution and found in the City fee schedule.

~~13~~15. A written statement of agreement from the property owner or project proponent to furnish a reclamation bond for 100 percent of the cost of the work or an amount determined by the City Engineer.

~~14~~16. A weed control and abatement plan.

~~15~~17. For grading associated with a pending land use application, a written statement from the property owner or project proponent acknowledging that grading contours and elevations shown on the grading plan are subject to change pending final approval of the land use application and construction drawings.

D. *Approval procedure.*

1. The Zoning Administrator, upon receiving a complete application for a grading permit, shall submit the application to the Joint Utility Committee for review to determine compliance with the approval standards of this section. After reviewing the application in conjunction with the Joint Utility Committee, the Zoning Administrator shall provide to the applicant one of the following responses in writing:

   a. Approval of the permit application;

   b. Approval of the permit application, subject to such reasonable conditions as may be necessary to secure substantially the objectives of this title, and issue the permit subject to these conditions; or

   c. Denial of the permit application, indicating the reason(s) for the denial.

2. If the Zoning Administrator has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by this code. No grading permit will be released until the development plans have been approved.

E. *Permit duration.* A grading permit shall expire and become null and void if substantial work authorized by such permit has not commenced within 60 calendar days of issuance. A grading permit shall also become null and void if the entire project is not completed within 12 months from the date of issuance. A grading permit may be extended for an additional time period deemed appropriate by the Zoning Administrator not to exceed 12 months, provided that the applicant is in compliance with this section, substantial work has been completed on the site, and the reclamation bond is renewed and updated as may be required by the City Engineer. The SWPPP and NOI are required to be active during the entire project including any extensions. The NOI is active for one (1) calendar year from issuance and must be renewed until the project is complete and a notice of termination (NOT) is filed pursuant to Section 9-7-3(H) of the Hurricane City Code.

F. *Inspections.*

1. The applicant must notify the Public Works Director in advance of the commencement of grading to schedule a preconstruction meeting. If deemed unnecessary, the Public Works Director may waive the requirement to hold a preconstruction meeting for grading not associated with a pending or active, approved land use application. No work under any grading permit may be commenced until the Public Works Director has issued a notice to proceed letter. The Public Works Director may inspect the work for conformance to the approved plans at any time. Failure to comply with the approved plans shall subject the property owner, contractor, and applicant to stop work orders, civil damages, and any other recourse or penalties available under City, state, or federal law.

2. *Storm Water Inspections.* During the duration of the project, inspections of the storm water BMPs shall be conducted by the owner/operator weekly and within twenty-four (24) hours of any rain events. All inspections shall be documented and prepared on a City approved form. Except as limited by Title 19,

Chapter 5 of the Utah code, as amended , tThe City shall be given access to inspect storm water BMPs on private properties that discharge to the MS4.

Commented [PJ1]: There is a new law that went into affect on January 1, https://le.utah.gov/xcode/Title19/Chapter5/C19-5-S108.3_2025010120240501.pdf. It has some new language regarding site access for inspections. This needs to comply with requirements of the new law.

G. *Bonding.*

1. *Reclamation bonds.* Once the permit is issued, but before the preconstruction meeting, the project proponent shall furnish a reclamation bond in an amount of not less than one hundred percent (100%) of the work that the City may use to mitigate any potential hazards or disruptions caused by the grading work. The reclamation bond shall be either a cash bond or an irrevocable letter of credit in a form approved by the City Attorney.

2. *BMP Performance bond.* The City may, at its discretion, also require additional performance bonding in order to ensure that the storm water practices are installed by the permit holder as required by the approved SWPPP. The amount of the installation performance bond shall be one hundred percent (100%) of the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs, e.g., for damages or enforcement. The performance bond shallmay contain forfeiture provisions for failure to complete work specified in the SWPPP. If performance bonding is required, Tthe applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment or rejection by the City. The performance bond shall be released in full only upon submission of as-built plans that the structural BMPs have been installed in accordance with the approved plan and other applicable provisions of the Hurricane City Code. Provisions for a partial pro rata release of the performance bond based on the completion of various development stages can be made at the discretion of the City.

H. *Approval standards.* No grading permit shall be issued unless it meets the following standards:

1. Complete application, including satisfying the scope and applicability requirements of subsection A and the submission of all plans meeting the standards in subsection C.
2. Verification that no increase in stormwater drainage will occur on neighboring properties.
3. Verification that sediment will be adequately retained and erosion adequately controlled.
4. Verification that weeds will be adequately controlled.
5. Verification that dust, noise, vibration, smoke, and odor created on the site during actual extractions operations and during idle times will be controlled and limited to prevent nuisance to neighboring properties, to comply with Utah Administrative Code R-307-205, applicable City ordinances, and any other applicable statute or regulation.
6. Verification by the City Engineer that the overall extent of the grading shown in the plans matches the amount used to calculate the reclamation bond.
7. Verification that legal access to the property is available.
8. For properties with pending land use applications, verification that adequate public facilities are available as defined in sections 10-37-4 and 9-6-3.
9. Both the SWPPP and NOI are required to be approved before the grading permit can be issued.

(Ord. 2010-5, 9-2-2010; Ord. No. 2023-19, 11-2-2023)

Ordinance No. 2025-18

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 9 ADDING A NEWLY CREATED CHAPTER 7 AND AMENDING TITLE 10 CHAPTER 7 REGARDING MS4 STORM WATER CONTROL REGULATIONS.

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 9 adding Chapter 7, and to amend Title 10, Section 10-7-23 with regards to MS4 storm water control regulations; 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

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

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 9, Chapter 7 be added to the Hurricane City Code, and that it read as follows:

CHAPTER 7. STORM WATER MANAGEMENT

Sec. 9-7-1. General Provisions.

A. *Purpose.* It is the purpose of this chapter to:

1. Protect, maintain, and enhance the environment of the City.

2. Establish responsibilities for controlling and managing storm water runoff.

3. Protect the public health, safety and the general welfare of the City and its inhabitants by controlling discharges of pollutants to the City's storm water facilities and to maintain and improve the quality of the receiving waters into which the storm water outfalls flow, including, but not limited to, lakes, rivers, streams, ponds, wetlands, and groundwater of the City.

4. Enable the City to comply with the most current National Pollution Discharge Elimination System (NPDES) permit and applicable regulations, 40 CFR section 122.26 for storm water discharges and the state of Utah, Utah Code Title 19, Environmental Quality Code Chapter 5, Water Quality Act, Department of Environmental Quality, Utah Pollution Discharge Elimination System (UPDES) storm water general permits which include: general storm water permit for construction activity connected with single-lot housing projects;

general permit for storm water discharges from construction activities; and general permit for discharges from small Municipal Separate Storm Sewer Systems (MS4s).

5. Allow the City to exercise the powers granted by Utah code, which provides that, among other powers municipalities have with respect to storm water facilities, the power by ordinance or resolution to:

a. Exercise general regulation over the planning, location, construction, operation and maintenance of storm water facilities in the municipality, whether or not owned and operated by the municipality;

b. Adopt any rules and regulations deemed necessary to accomplish the purposes of this chapter, including the adoption of a system of fees for services and permits;

c. Establish standards to regulate the quantity of storm water discharged and to regulate storm water contaminants as may be necessary to protect water quality;

d. Review and approve plans and plats for storm water management in proposed development plans, subdivisions, or commercial developments;

e. Issue permits for storm water discharges, or for the construction, alteration, extension, or repair of storm water facilities;

f. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

g. Regulate and prohibit illicit discharges;

h. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of storm water contamination, whether public or private; and

i. Establish a viable and fair method of financing the construction, operation, and maintenance of the storm water facilities.

B. *Administering Entity.* The City shall administer the provisions of this chapter. Nothing in this chapter shall relieve any person from responsibility for damage to other persons or property, nor impose upon the City, its officers, agents or employees, any liability for damage to other persons or property.

Sec. 9-7-2. Definitions of Words and Phrases.

The words and phrases defined in this section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the building code shall be construed as defined therein.

Best Management Practices (BMPs) are physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City and that have been incorporated by reference into this chapter as if fully set out therein. For purposes of this title, the relevant BMPs are more particularly defined in the City storm water management program and City "Standard Specifications For Design And Construction."

Channel means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.

City means Hurricane City or authorized designee.

City storm water facilities means storm systems that receive runoff from public rights-of-way, natural waterways, and drainage systems identified in a City easement.

Common plan of development or sale means one (1) plan for development or sale, separate parts of which are related by any announcement, piece of documentation (including sign, public notice or hearing, sales pitch, advertisement, drawing, plat, blueprint, contract, zoning request, computer design, etc.), physical demarcation (including contracts) that identify the scope of the project. A plan may still be a common plan of development or sale even if it is taking place in separate stages or phases, is planned in combination with other construction activities, or is implemented by different owners or operators.

Contaminant means any unnatural, physical, chemical, biological, or radiological substance or matter in water.

Discharge means to dispose, deposit, spill, pour, inject, seep, dump, leak, or place by any means, including any direct or indirect entry of any solid or liquid matter, into the municipal separate storm water facilities.

Easement means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.

Erosion means the removal of soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects (human cause).

Erosion and sediment control plan means a written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

Grading permit means a permit issued by the City to allow grading of a property.

Illicit connections means illegal or unauthorized connections to the municipal separate storm sewer system whether or not such connections result in discharges into that system.

Illicit discharge means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted under 40 CFR section 122.26.

Immediately means the owner/operator is required to, on the same day a condition requiring corrective action is found (or as soon afterward as possible considering normal work schedule and task size), take all reasonable steps to minimize or prevent the discharge of pollutants until a permanent solution is installed and made operational.

Land disturbing/grading activity means any activity on property that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing/grading activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

Long-term storm water management plan means a site-specific written document that identifies potential sources of storm water pollution. It describes storm water control measures and BMPs that will be used to reduce or eliminate pollutants in storm water discharges into the City's MS4. It contains the procedures the owner will implement to comply with the terms and conditions of the storm water maintenance agreement. The long-term storm water management plan is required as a condition of the development plan approval and is required as part of the City's small MS4 UPDES general permit from the state of Utah.

Maintenance means any activity that is necessary to keep a storm water facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a storm water facility if reconstruction is needed in order to restore the facility to its original

operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the storm water facility.

Municipal Separate Storm Sewer System (MS4) means the conveyances owned or operated by the municipality for the collection and transportation of storm water, including, but not limited to, the roads, streets and their drainage systems, catch basins, curbs, gutters, ditches, manmade channels, and storm drains.

National Pollutant Discharge Elimination System Permit (NPDES Permit) regulates compliance with the provisions of the Federal Clean Water Act for the control of storm water discharges, and includes a permit issued pursuant to 33 USC section 1342.

Notice of Intent (NOI) is required whenever a contractor disturbs one (1) acre or more of property, or less than one (1) acre if part of a common plan of development; the NOI must be filed through the state of Utah. This is a binding contract between the state of Utah and the contractor stating that the contractor will address storm water and drainage issues on site and downstream throughout the duration of the project until the NOT is filed.

Notice of Termination (NOT) required whenever a contractor completes a project on one (1) acre or more of property, or less than one (1) acre if part of a common plan of development, it is the contractor's responsibility to maintain the storm water and drainage controls until such time as the NOT is filed and accepted by the state of Utah and City.

Notice of Violation (NOV) is issued by written notice to the responsible person whenever the City finds that a person is in noncompliance with this chapter, and the NOV shall order compliance with this chapter. Requirements in the NOV are at the discretion of the City and as required by the Utah code, and may include monitoring, payment to cover costs relating to the noncompliance, and the implementation of best management practices.

Person means any and all persons including any individual, firm, or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

Property Owner means the landowner of property within the boundary of the City.

Redevelopment means the replacement or improvement of impervious surfaces on a developed site.

Runoff means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm water facilities; including, but not limited to: water produced by storms, surface drainage, snow and ice melt, and other water handled by the storm sewer drainage system.

Sediment means solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

Sedimentation means soil particles suspended in storm water that can settle in streambeds and disrupt the natural flow of the stream.

Stabilization means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.

Storm water facilities refers to the drainage structures, conduits, ditches, storm sewers, and all device appurtenances by means of which storm water is collected, transported, pumped, treated or disposed of.

Storm water maintenance agreement is a document recorded in the Washington County recorder's office that acts as a property deed restriction, and which provides for long-term maintenance of storm water management practices and will reference a long-term storm water management plan.

Storm water management refers to the programs to manage quality and quantity of storm water runoff.

Storm Water Management Program (SWMP) means the City's storm water master program as adopted by the City.

Storm Water Pollution Prevention Plan (SWPPP) refers to all drawings, documents, specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of storm water runoff.

Storm water runoff means the flow on the surface of the ground, resulting from precipitation.

Structural BMPs means devices that are constructed or installed for water quality purposes.

Surface water includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes and reservoirs.

UPDES means the Utah Pollution Discharge Elimination System.

Watercourse means a permanent or intermittent stream or other body of water, either natural or manmade, which gathers or carries surface water.

Sec. 9-7-3. Storm Water Facilities Design and Management Standards.

A. *Storm Water Design and Best Management Practices (BMPs).* The City's BMPs shall apply to all activities regulated by this chapter. These standards include specific design criteria and operation and maintenance requirements for each storm water practice. These standards may be updated and expanded from time to time, at the discretion of the City. Storm water facilities that are designed, constructed, and maintained in accordance with these standards and with BMP criteria will be presumed to meet the minimum water quality performance standards.

B. *Notice of Intent (NOI) Requirements.* All persons grading or disturbing one (1) acre or more, or less than an acre if part of a common plan of development, shall obtain coverage under one of the State's Construction Storm Water Permits by filing a notice of intent (NOI) through the state of Utah. This form requires that a storm water pollution prevention plan (SWPPP) is developed on a form approved by the City, which shall form a binding contract between the state of Utah and the contractor providing that the contractor will address storm water and drainage issues on site and downstream throughout the duration of the project, including any extensions. The NOI is active for one (1) calendar year from issuance and must be renewed until the project is complete and a notice of termination (NOT) is filed. The NOI and SWPPP shall be signed by both the owner and the operator.

C. *Adoption of The Current UPDES Permit.* The SWPPP must be developed and consistent with the most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s).

D. *Sediment and Erosion Control Plan Requirements.* A sediment and erosion control plan is required for construction projects disturbing one (1) acre or more, and to construction projects

of less than one (1) acre that are part of a larger common plan of development or sale. The sediment and erosion control plan shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing/grading activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. The erosion and sediment control requirements must be developed and consistent with the most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and shall include the following as applicable:

1. Provide and maintain natural buffers and/or equivalent erosion and sediment controls when a water of the state is located within fifty feet (50') of the site's earth disturbances.

2. Preserve naturally vegetated areas where possible and, if feasible, direct storm water to these areas to maximize storm water infiltration and filtering to reduce pollutant discharges.

3. Install sediment controls along any perimeter areas of the site that will receive pollutant discharges.

4. Minimize sediment track-out.

5. Manage stockpiles.

6. Minimize dust.

7. Minimize steep slope disturbances.

8. Preserve native topsoil.

9. Minimize soil compaction.

10. Protect storm drain inlets.

11. Minimize erosion of storm water conveyance channels and their embankments, outlets, adjacent streambanks, slopes, and downstream waters.

12. Properly design sediment basin or similar impoundments.

13. Proper storage and use of treatment chemicals to minimize potential discharge into storm water conveyance systems.

14. Stabilize exposed portions of the site.

E. *Storm Water Pollution Prevention Plan (SWPPP) Requirements.* All persons grading or disturbing one (1) acre or more, or less than an acre if part of a common plan of development, shall develop a storm water pollution prevention plan (SWPPP) on a form approved by the City for the protection, control, and restoration of storm water quality. Property owners and operators are responsible to manage storm water runoff and sediment, unless this responsibility is relinquished through the terms and conditions of an easement, agreement, or contract. The storm water pollution prevention plan shall include sufficient information to allow the City to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing storm water generated at the project site. The SWPPP shall include a notice of intent (NOI) signed by both the owner and operator. The SWPPP shall be developed consistent with the most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and shall include the following:

1. Storm water team.

2. Nature of construction activities.

3. Site map.

4. Non-storm water discharges.

5. Description of storm water controls.

6. Perimeter controls for a “linear construction site.”

7. Sediment track-out controls.

8. Sediment basins.

9. Treatment chemicals.

10. Stabilization measures.

11. Spill prevention response procedures.

12. Waste management procedures.

13. Procedures for inspection, maintenance, and corrective action.

14. Staff training.

15. Compliance with other requirements.

16. SWPPP certification.

17. Post-authorization additions to the SWPPP.

F. *Performance bond.* The City may, at its discretion, require performance bonding in order to ensure that the storm water practices are installed by the permit holder as required by the approved SWPPP. The amount of the installation performance bond shall be one hundred percent (100%) of the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs, e.g., for damages or enforcement. The performance bond may contain forfeiture provisions for failure to complete work specified in the SWPPP. If performance bonding is required, the applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment or rejection by the City. The performance bond shall be released in full only upon submission of as-built plans that the structural BMPs have been installed in accordance with the approved plan and other applicable provisions of the Hurricane City Code. Provisions for a partial pro rata release of the performance bond based on the completion of various development stages may be made at the discretion of the City.

G. *Site Inspection Requirements.* Site inspections shall comply with most current UPDES storm water general permits for construction activities as described in the State of Utah, Department of Environmental Quality, General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and shall include the following:

1. Inspections shall be performed by a qualified person who by coursework and registration is knowledgeable in the principles and practices of erosion and sediment control and pollution prevention, who possesses the skills to assess conditions that could

impact storm water quality and has skills to assess effectiveness of any storm water controls selected and installed to meet the established requirements. All inspections shall be documented and prepared on a City approved form.

2. If part of a common plan of development, inspections shall be performed at least once every seven (7) days. During grading for a common plan of development, inspections shall also be performed weekly and within twenty-four (24) hours of any rain events.

3. If not part of a common plan of development, inspections may be performed at least once every seven (7) days or once every fourteen (14) calendar days and within twenty-four (24) hours of the occurrence of a storm event of one-half inch (0.5") or greater.

4. Except as limited by Title 19, Chapter 5 of the Utah code, as amended, access shall be granted to qualified City personnel on private property as described in the approved SWPPP to inspect the construction storm water BMPs that discharge to the MS4.

H. *Notice of Termination (NOT) Requirements.* All persons grading or disturbing one (1) acre or more, or less than an acre if part of a common plan of development, shall file a NOT through the state of Utah after completion of the final project acceptance by the City. It is the contractor's responsibility to maintain the storm water and drainage controls until such time as the NOT is filed and accepted by the state of Utah and City.

Sec. 9-7-4. Post-Construction.

A. *Standards to Minimize Impacts on Water Quality.* New development and redevelopment projects shall ensure that any storm water controls or management practices will prevent or minimize impacts to water quality.

B. *Standards to Minimize Development in Susceptible Areas.* New development and redevelopment projects include nonstructural BMPs such as requirements and standards to minimize development in areas susceptible to erosion and sediment loss; to minimize the disturbance of native soils and vegetation; to preserve areas in the municipality that provide important water quality benefits; to implement measures for flood control; and to protect the integrity of natural resources and sensitive areas.

C. *Projects Greater Than or Equal to One (1) Acre.* Newly developed and redeveloped projects that disturb greater than or equal to one (1) acre, including projects less than one (1) acre that are of a larger common plan of development or sale, are required to submit a low impact development (LID) approach to be evaluated by the City. An LID approach promotes the implementation of BMPs that allow storm water to infiltrate, evapotranspire, or harvest and use storm water on site to reduce runoff from the site and protect water quality. Guidance for implementing LID can be found in state of Utah DWQ's LID controls which are appropriate for use in the state of Utah and can be found in *A Guide to Low Impact Development within Utah* available on DWQ's website, or *Green Infrastructure and Low Impact Development Application Guidance for Washington County, Utah* available from the City.

D. *Specific Criteria.* Newly developed and redeveloped projects must meet specific criteria which require that BMPs are designed to manage rainfall on site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the eightieth (80th) percentile rainfall event or a predevelopment hydrologic condition, whichever is less. This objective shall be accomplished using practices that are designed, constructed, and maintained to infiltrate, evapotranspire, and/or harvest and reuse rainwater, and must be incorporated into the permittee's development plans and long-term storm water management plan which includes the LID approach. If meeting the eightieth (80th) percentile standard is unfeasible, an alternative design approach may be used; provided, that the permittee documents that infiltration, evapotranspiration, and rainwater harvesting have been used to the maximum extent feasible and that full employment of these controls is infeasible due to constraints. For guidance including alternative design approaches, see *A Guide to Low Impact Development within Utah* published by the DWQ, and *Green Infrastructure and Low Impact Development Application Guidance for Washington County, Utah.*

E. *Sensitive Soils.* There are areas within the City that have sensitive soils that could be adversely impacted by surface waters infiltrating into those soils. In those areas, the approved alternative design approach should be followed.

F. *Inspections.* Owners/operators shall perform necessary maintenance to protect water quality and reduce the discharge of pollutants to the MS4. Owners/operators of newly developed and redeveloped projects shall conduct inspections at least every other year and provide certification that adequate maintenance has been performed and the structural controls are operating as designed to protect water quality. This required inspection shall be

conducted by the property owners/operators or qualified third parties. On sites where the property owners/operator is conducting maintenance, the permittee shall allow municipal inspectors to conduct inspections at least once every five (5) years, or more frequently as needed to show that adequate maintenance is being performed. The owner shall grant access to the City to inspect storm water control measures on private properties that discharge to the MS4 to ensure that adequate maintenance is being performed.

The findings of each inspection shall be documented in an inspection report, and must contain the following:

1. Inspection date;

2. Name and signature of inspector;

3. Project location;

4. Current ownership information;

5. A description of the condition of the storm water control measures including the quality of: vegetation and soils; inlet and outlet channels and structures; catch basins; spillways; weirs, and other control structures; and sediment and debris accumulation in storage as well as in and around inlet and outlet structures; and

6. Specific maintenance issues or violations found that need to be corrected by the property owner or operator along with deadlines and re-inspection dates.

If there is an observed failure of a facility to perform as designed, the failure must be corrected and documented in the inspection report.

F. *Stabilization Requirements.* Any area that has been disturbed by grading activity shall be stabilized according to a schedule provided by the contractor or the owner/operator and approved by the City. A plan must be submitted with the final design describing the vegetative or other stabilization and management techniques to be used at a site. This plan will explain not only how the site will be stabilized, but who will be responsible for the maintenance of vegetation or other stabilization at the site, and what practices will be employed to ensure that adequate cover is preserved. A long-term storm water management plan and a post-construction storm water agreement are required prior to the issuance of a certificate of occupancy.

G. Inspection of Storm Water Facilities. Periodic inspections of facilities shall be performed by the City on public property. On private property, the landowner, its successors and assigns, including any homeowners' association, shall conduct periodic inspections and maintain the storm water facilities. This includes all inlets, pipes, channels, and detention basins built to convey storm water, as well as all other structures, improvements, and vegetation provided to control the quantity and quality of the storm water. "Adequate maintenance" is defined as good working condition so that these storm water facilities are performing their designed functions. An annual inspection report must be filled out for storm water facilities located on private property and retained for three (3) years to ensure that the facilities are in good working condition and acceptable to the City. The owner must provide the records for the City upon request.

H. *Records of Installation and Maintenance Activities.* Parties responsible for the operation and maintenance of a storm water facility shall make records of all maintenance and repairs to the facility and shall retain the records for at least five (5) years. These records shall be made available to the City upon request.

I. *Failure to Meet or Maintain Design or Maintenance Standards.* If a responsible party fails or refuses to meet the design or maintenance standards required for storm water facilities, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the storm water facility becomes a danger to public safety or public health, the City shall notify in writing the party responsible for maintenance of the storm water facility. Upon receipt of that notice, the responsible person shall immediately repair the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this section shall be charged to the responsible party and a lien placed on property for payment.

Sec. 9-7-5. Illicit Discharges.

A. *Scope.* This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.

B. *Prohibition of Illicit Discharges.* No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of storm water. The commencement, conduct, or continuance of any discharge of non-storm water is prohibited except as follows:

1. Water line flushing or other potable water sources,

2. Irrigation and lawn and landscape watering,

3. Diverted stream flows,

4. Rising groundwater,

5. Groundwater infiltration to storm drains,

6. Uncontaminated pumped groundwater,

7. Foundation or footing drains,

8. Crawl space pumps,

9. Air conditioning condensation,

10. Springs,

11. Natural riparian habitat or wetland flows,

12. Swimming pools (if dechlorinated – typically less than one (1) ppm chlorine),

13. Firefighting activities, and

14. Any other uncontaminated water source.

15. Discharges specified in writing by the City as being necessary to protect public health and safety.

16. Dye testing is an allowable discharge if the City has so specified in writing.

17. The prohibition shall not apply to any non-storm water discharge permitted under a UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the State of Utah, Division of Water Quality; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system.

C. *Prohibition of Illicit Connections.*

1. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

D. *Reduction of Storm Water Pollutants by the Use of Best Management Practices.* Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, will be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES/UPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

E. *Notification of Spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into the City storm water facilities, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, the person shall notify the City in person or by telephone no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Sec. 9-7-6. Enforcement.

A. *Enforcement Authority.* Consistent with the most current state of Utah Department of Environmental Quality, UPDES storm water general permits which include: general storm water permit for construction activity connected with single lot housing projects; general permit for

storm water discharges from construction activities; general permit for discharges from small municipal separate storm sewer systems (MS4s), and Utah Code Title 19, Environmental Quality Code Chapter 5, Water Quality Act, the City may detect, investigate, eliminate and enforce against non-storm water discharges, including illegal dumping, into the MS4. Consistent with the fines and enforcement mechanisms set forth I Utah Code Title 19, Chapter 5, as amended, the City may apply escalating enforcement procedures as necessary for the severity of violation and the recalcitrance of the violator. The City may issue notices of violation, stop work orders, citations, and impose civil penalties. The City may also perform necessary maintenance or corrective actions it deems necessary at the expense of the owner/operator.

Non-storm water discharges to the MS4, including spills, illicit connections, illegal dumping, and sanitary sewer overflows into the storm sewer system, require ceasing the illicit discharge or otherwise eliminating the discharge or removal of such discharges.

The City may complete periodic inspections to ensure that the owner's/operator's chosen BMPs used to address the site storm water are performing adequately. If BMPs are not performing adequately, the City may have the owner/operator update the erosion and sediment control plan and the storm water pollution prevention plan. The City shall be given access to inspect storm water BMPs on private properties that discharge to the MS4.

B. *Violations.*

1. *Written Notice of Violation.* Whenever the City finds that any permittee or any other person discharging non-storm water has violated or is violating this chapter or a permit or order issued hereunder, the City may serve upon such person written notice of the violation. An explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the City. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

2. *Consent Orders.* The City is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders may include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. The order may also include an order for civil penalties to be paid for the

violations. Consent orders shall have the same force and effect as orders issued pursuant to subsections B(3) and B(4) of this section.

3. *Compliance Order.* When the City finds that any person has violated or continues to violate this chapter or a permit or order issued hereunder, the City may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including civil penalties for the violation(s), the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

4. *Cease and Desist Orders.* When the City finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the City may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

a. Comply forthwith;

b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge; and

c. Pay any civil penalties assessed for the violation(s).

C. *Conflicting Standards.* Whenever there is a conflict between any standard contained in this chapter and in the City storm water management program adopted by the City, the strictest standard shall prevail.

Sec. 9-7-7. Penalties.

A. *Violations.* Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action as directed by the City, shall be guilty of a class B misdemeanor. Each day of violation shall constitute a separate violation.

B. *Recovery of Damages and Costs.* The City may recover:

1. All damages caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of and enforcing compliance with this chapter, or any other actual damages caused by the violation.

2. The costs of the City's maintenance of storm water facilities when the user of such facilities fails to maintain them as required by this chapter.

C. *Civil Penalties.* The civil penalties/fine schedule shall be used to determine a reasonable and appropriate penalty for all violations.

D. *Other Remedies.* The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

E. *Remedies Cumulative.* The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

Sec. 9-7-8. Appeals.

A. *Appeal.* Any person aggrieved by the imposition of a civil penalty or order to bring their property into compliance as provided by this chapter may appeal said penalty or order to an administrative law judge designated by the City.

B. *Appeals to be in Writing.* The appeal shall be in writing and filed with the City recorder within ten (10) business days after the civil penalty or order is served.

C. *Upon Receipt of an Appeal.* The administrative law judge shall conduct a review upon receipt of an appeal. Notice shall be provided to the appealing party at the address provided by the appealing party at the time of appeal. The decision of the administrative law judge shall be final.

D. *Standard of Review and Proof.* The administrative law judge shall ensure due process is provided. The person appealing bears the burden of proof that the City's decision was in error. The administrative law judge shall review the facts "de novo" without deference to the City's determination of the factual matters. The administrative law judge shall determine the

correctness of the City's interpretation and application of the plain meaning of the regulations and shall decide whether the preponderance of the evidence shows that the violation(s) exist. Each party may present witnesses and evidence. The hearing shall be informal, and the rules of evidence do not apply.

E. *Compliance Required.* No provision of this section shall in any way relieve the violator from compliance with the provisions of this chapter and all applicable federal, state and City storm water regulations.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 7, Section 10-7-23 of the Hurricane City Code is amended to read as follows:

Sec. 10-7-23. Grading permits.

A. *Scope and applicability.* Every person shall obtain a grading permit for any land disturbance or grading activity on land of one acre or more. For any property on which a land use application is pending or that is subject to an active approved land use application, a grading permit shall not include the installation of retaining walls, storm drain piping, or other utilities or infrastructure; building lots not requiring the support of retaining walls may be graded.

B. *Exemptions.* The following activities are exempt from the permit requirement:

1. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
2. Nursery and agricultural uses conducted as a permitted or accessory use.
3. Additions or modifications to existing single-family structures.

C. *Application for a grading permit.* Each application shall include the following:

1. Name of applicant.
2. Business or residence address of applicant.
3. Name, address or telephone number of the owner of the property of record.
4. Address and legal description of subject property including the tax reference number and parcel number of the subject property.
5. Name, address and telephone number of the contractor and any subcontractor(s) who shall perform the land disturbing/grading activity and who shall implement the erosion and sediment control plan.

6. A written statement indicating the nature, extent, and purpose of the land disturbing/grading activity, including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates of the land disturbing/grading activity.
7. A grading diagram with contours of two feet and cross sections showing the extent of grading with cut/fill, import/export, and grading volumes in cubic yards.
8. A drainage study conducted by a licensed and qualified engineer.
9. A sediment and erosion control plan compliant with Section 9-7-3(D) of the Hurricane City Code.
10. A drainage plan; plan shall also include storm water best management practices (BMPs).
11. A storm water pollution prevention plan (SWPPP) compliant with Section 9-7-3(E) of the Hurricane City Code.
12. A copy of the Utah state notice of intent (NOI) compliant with Section 9-7-3(B) of the Hurricane City Code.
13. An air quality/dust control plan, which shall include a detailed plan to control and limit dust, noise, vibration, smoke, and odor created on the site during actual extraction operations and during idle times. This plan shall reflect the requirement that all access and haul roads on the site shall be maintained in a dust free condition by impervious surfacing or some other treatment approved by the City. Dust mitigation must be pursuant to Rule R-307-205 of the Utah Administrative Code, applicable City ordinances, and any other applicable statute or regulation.
14. Each application for a grading permit shall be accompanied by payment of grading permit and other review fees, as adopted by resolution and found in the City fee schedule.
15. A written statement of agreement from the property owner or project proponent to furnish a reclamation bond for 100 percent of the cost of the work or an amount determined by the City Engineer.
16. A weed control and abatement plan.
17. For grading associated with a pending land use application, a written statement from the property owner or project proponent acknowledging that grading contours and elevations shown on the grading plan are subject to change pending final approval of the land use application and construction drawings.

D. *Approval procedure.*

1. The Zoning Administrator, upon receiving a complete application for a grading permit, shall submit the application to the Joint Utility Committee for review to determine compliance with the approval standards of this section. After reviewing the

application in conjunction with the Joint Utility Committee, the Zoning Administrator shall provide to the applicant one of the following responses in writing:

a. Approval of the permit application;

b. Approval of the permit application, subject to such reasonable conditions as may be necessary to secure substantially the objectives of this title, and issue the permit subject to these conditions; or

c. Denial of the permit application, indicating the reason(s) for the denial.

2. If the Zoning Administrator has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by this code. No grading permit will be released until the development plans have been approved.

E. *Permit duration.* A grading permit shall expire and become null and void if substantial work authorized by such permit has not commenced within 60 calendar days of issuance. A grading permit shall also become null and void if the entire project is not completed within 12 months from the date of issuance. A grading permit may be extended for an additional time period deemed appropriate by the Zoning Administrator not to exceed 12 months, provided that the applicant is in compliance with this section, substantial work has been completed on the site, and the reclamation bond is renewed and updated as may be required by the City Engineer. The SWPPP and NOI are required to be active during the entire project including any extensions. The NOI is active for one (1) calendar year from issuance and must be renewed until the project is complete and a notice of termination (NOT) is filed pursuant to Section 9-7-3(H) of the Hurricane City Code.

F. *Inspections.*

1. The applicant must notify the Public Works Director in advance of the commencement of grading to schedule a preconstruction meeting. If deemed unnecessary, the Public Works Director may waive the requirement to hold a preconstruction meeting for grading not associated with a pending or active, approved land use application. No work under any grading permit may be commenced until the Public Works Director has issued a notice to proceed letter. The Public Works Director may inspect the work for conformance to the approved plans at any time. Failure to comply with the approved plans shall subject the property owner, contractor, and applicant to stop work orders, civil damages, and any other recourse or penalties available under City, state, or federal law.

2. *Storm Water Inspections.* During the duration of the project, inspections of the storm water BMPs shall be conducted by the owner/operator weekly and within twenty-four (24) hours of any rain events. All inspections shall be documented and prepared on a City approved form. Except as limited by Title 19, Chapter 5 of the Utah code, as amended , the City shall be given access to inspect storm water BMPs on private properties that discharge to the MS4.

G. *Bonding.*

1. *Reclamation bonds.* Once the permit is issued, but before the preconstruction meeting, the project proponent shall furnish a reclamation bond in an amount of not less than one hundred percent (100%) of the work that the City may use to mitigate any potential hazards or disruptions caused by the grading work. The reclamation bond shall be either a cash bond or an irrevocable letter of credit in a form approved by the City Attorney.

2. *BMP Performance bond.* The City may, at its discretion, also require additional performance bonding in order to ensure that the storm water practices are installed by the permit holder as required by the approved SWPPP. The amount of the installation performance bond shall be one hundred percent (100%) of the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs, e.g., for damages or enforcement. The performance bond may contain forfeiture provisions for failure to complete work specified in the SWPPP. If performance bonding is required, the applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment or rejection by the City. The performance bond shall be released in full only upon submission of as-built plans that the structural BMPs have been installed in accordance with the approved plan and other applicable provisions of the Hurricane City Code. Provisions for a partial pro rata release of the performance bond based on the completion of various development stages can be made at the discretion of the City.

H. *Approval standards.* No grading permit shall be issued unless it meets the following standards:

1. Complete application, including satisfying the scope and applicability requirements of subsection A and the submission of all plans meeting the standards in subsection C.

2. Verification that no increase in stormwater drainage will occur on neighboring properties.

3. Verification that sediment will be adequately retained and erosion adequately controlled.

4. Verification that weeds will be adequately controlled.

5. Verification that dust, noise, vibration, smoke, and odor created on the site during actual extractions operations and during idle times will be controlled and limited to prevent nuisance to neighboring properties, to comply with Utah Administrative Code R-307-205, applicable City ordinances, and any other applicable statute or regulation.

6. Verification by the City Engineer that the overall extent of the grading shown in the plans matches the amount used to calculate the reclamation bond.

7. Verification that legal access to the property is available.

8. For properties with pending land use applications, verification that adequate public facilities are available as defined in sections 10-37-4 and 9-6-3.
9. Both the SWPPP and NOI are required to be approved before the grading permit can be issued.

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.

EXECUTED on this 21st day, August 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 21st day, August 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
Nanette Billings	___	___	___	___
Darin Larson	___	___	___	___
Dave Sanders	___	___	___	___
Kevin Trevort	___	___	___	___
Joseph Prete	___	___	___	___

_____

Cindy Beteag, Recorder

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-18 to create Title 9 Chapter 7 and to amend Title 10 Section 10-7-23 regarding MS4 storm water control regulations; Land Use Code Amendment No. LUCA25-09.

Discussion: In 1990, EPA established Phase I of the National Pollutant Discharge Elimination System (NPDES) stormwater program. The Utah Pollutant Discharge Elimination System (UPDES) is the Utah version of NPDES, which is the permit system mandated by § 402 of the Clean Water Act to control pollutants in waters of the U.S. Cities that exceed a certain population threshold must comply with the UPDES by adopting Municipal Separate Storm Sewer System (MS4s) Permit standards that regulate stormwater discharges withing its jurisdiction. An MS4 system is defined as a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains. It also is used to describe the owner/operator of that system (i.e., Hurricane City). Each MS4 entity is responsible for maintaining and controlling pollutants that enter their storm water system. The City of Hurricane was recently designated as an MS4 municipality and must therefore comply with the UPDES storm water requirements. Accordingly, the City Code is proposed to be updated with the addition of a new chapter entitled "Title 9, Chapter 7 – Storm Water Management."

Planning Commission Meeting

A public hearing on the proposed code update was held at the August 14, 2025, Planning Commission meeting and no public comments or objections to the proposed ordinance amendment were received. The Planning Commission asked staff questions relating to the purposes of MS4 regulations and discussed the obligation of the City to create this ordinance in order to comply with State and Federal law. The Planning Commission voted unanimously to recommend approval of the code update by the City Council. – Gary Cupp

Findings: N/A

Recommendation: Staff recommends approval of the proposed land use code amendment.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of an amended tuition policy for employees.

Discussion: Here is the updated tuition aid policy for Hurricane City employees with guidelines on the administration of funds and its use. This policy was updated following a request by the Hurricane City Council at the budget approval meeting earlier this year. – Sel Lovell

Findings:

Recommendation:

Tuition Aid Policy

Purpose

To aid in the reimbursement of employees who complete degrees, courses, or certificates from eligible institutions that further their professional development at Hurricane City.

Policy

The purpose of this policy is to provide educational assistance in the form of Tuition Aid to eligible employees for course work taken at an accredited or approved institution, when funds are available, in order to enhance the abilities of the City work force. It is the intent of this policy to benefit the individual and to benefit the City through the utilization of the employee's newly acquired skills and knowledge. This policy and the Tuition Aid provided herein is not intended to train employees for opportunities with other employers or to provide reimbursement for professional training.

Funds

The City shall allocate in its annual budget funds deemed appropriate for Tuition Aid. All Tuition Aid shall be contingent upon sufficient funds allocated by the City.

Eligibility

In order to be eligible for Tuition Aid, employees must:

- Be active employees of the City in good standing.
- Completed their probationary period of employment with the City
- Be employed with the City for twelve (12) months and work a minimum of thirty (30) hours per week.

Standards

Job Related - All classes, courses, or degrees must be pre-approved by the City and must be reasonably related to the employee's present job or determined by the City to be related to the employee's probable future work with the City. In determining whether the course work is "job related," the City shall consider the knowledge, skills, and abilities required by the employee's current job description.

Accredited Institution - Course work must be offered at a college, university, or accredited educational institution or other institution approved by the City Manager. https://ope.ed.gov/dapip/#/home

Credit - Course work must be taken for credit and completed. No reimbursement shall be made for audits, incomplete, or withdrawals. Any tuition reimbursement of the course(s) are granted on the condition that the course(s) are completed with a satisfactory grade of "C" or better, or "Pass" for courses that can only be taken "Pass/Fail."

Time - Course work must be taken on the employee's own unpaid time. Exceptions may be approved by the City Manager based upon a written statement of the department head that unusual circumstances exist.

Job Performance - An employee's outside educational activities should not interfere with the employee's work and the employee's job performance must remain satisfactory. Unsatisfactory job performance during enrollment may result in denial or forfeiture of education assistance in addition to disciplinary action.

Repayment - Eligible employees must sign a Tuition Aid Repayment Agreement agreeing to repay the City the entire amount of Tuition Aid in the event the employee voluntarily leaves employment with the City or is terminated for reasons other than reduction in force or job elimination in accordance with the limitations set forth. Eligible employees shall also agree that the total refund required to be made to the City hereunder may be deducted from the employee's final paycheck from the City. Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the amount of the approved costs incurred up to the effective date of termination.

Please note: Seminars, workshops, and certificate programs relating to a professional designation, or prep classes for these designations, are not included in this program. These opportunities should be discussed between the employee and his/her supervisor and should be expensed through departmental training budgets.

Procedure

Application - Any eligible employee desiring to obtain Tuition Aid shall file a Tuition Aid Application with his or her department head. The Tuition Aid Application shall be filed prior to the commencement of the course.

Review - The employee's department head shall review the Tuition Aid Application based upon the standards set forth in this policy including review of the employee's eligibility for assistance. The department head shall thereafter recommend approval or denial of the Tuition Aid Application to the City Manager and/or Human Resources. The City Manager and/or Human Resources shall review the Tuition Aid Application based upon the standards set forth herein, verify available funds for the request and approve or deny the Tuition Aid Application. Tuition Aid requests by the City Manager shall be

forwarded to the City Council for review and approval in accordance with the provisions of this chapter. In such instances of City Council review, any references herein to City Manager shall refer to the City Council.

Approval or Denial of Application - Once a decision has been made about the Tuition Aid application which was submitted, the employee will be notified by the City Manager or Human Resources.

Reimbursement - Upon satisfactory completion of the approved course work, a portion of the employee's tuition expenses, fees and books may be reimbursed to the employee. The employee has thirty (30) days to give a copy of the following to their department head:

- A fee statement or tuition receipt showing the cost of the course(s).
- A receipt showing the cost of textbook(s), if applicable.
- The grade slip or transcript. If using a transcript, highlight the classes for which reimbursement is requested.

Please note: Department heads are to please submit the above documents to the City Manager and/or Human Resources once received.

Limitations

Funds - All Tuition Aid is contingent upon sufficient funds available in the City budget and shall be distributed on a first come basis as determined by the date of final approval of the Tuition Aid Application by the City Manager or assigned designee.

Annual Maximum - Eligible employees are limited to a maximum reimbursement of $2,500.00 per employee during any fiscal year (July 1st to June 30th) for tuition, fees, and books.

Other Sources - Reimbursement is limited by the amount of financial aid the employee receives from other sources such as grants or scholarships, i.e., the employee is only eligible for reimbursement from the City for the appropriate percentage of the employee's total out of pocket costs after the grant or scholarship has been deducted.

Compliance

Failure to comply with this chapter will result in disapproval of Tuition Aid Application and/or nonpayment of the reimbursement as determined appropriate in the sole discretion of the City Manager. Failure to comply may also result in disciplinary action, up to and including termination.

Records

A copy of Tuition Aid records shall be retained by the City in accordance with the Government Records Access and Management Act, as set forth in Utah Code Ann. §§ 63-2-101, et seq., as amended.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of consultant selection for the design of 100 South.

Discussion: The 100 South project includes the reconstruction of the road and utilities, together with new asphalt, curb and gutter, and landscaping improvements. The City received 8 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.

Findings: Here is a summary of the respondents and their scores:

J-U-B Engineers	94.48
Red Plains Professionals	92.19
American Consulting	92.02
Jones & DeMille	91.63
Sunrise Engineering	90.45
Rosenberg Associates	89.45
ProValue Engineering	81.63
Alpha Engineering	81.46

Recommendation: The selection committee recommends J-U-B Engineers as the consultant for the 100 South project. – Arthur LeBaron

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of consultant selection for the design of 650 South.

Discussion: The 650 South project includes the reconstruction of the road and utilities, together with new asphalt, curb and gutter, and landscaping improvements. The City received 10 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.

Findings: The consultants and their respective scores are as follows:

Sunrise Engineering	93.50
Collins Engineers	91.33
Civil Science	90.67
Kimley Horn	90.33
Rosenberg Associates	88.67
American Consulting	86.67
Jones & DeMille	85.00
Red Plains Professionals	82.67
ProValue Engineering	77.33
Alpha Engineering	76.00

Recommendation: The selection committee recommends Sunrise Engineering as the design consultant for 650 South project. – Arthur LeBaron

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of consultant selection for the design of 1400 West.

Discussion: The 1400 West project includes constructing a new portion of 1400 West between 400 South and SR-9. Also included is the design of the south half of 150 South that would complete the connection between 1515 West and Ace Hardware. The City received 10 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.

Findings: The consultants and their respective scores are as follows:

Rosenberg Associates	96.75
Mainline Engineering	95.00
Kimley Horn	92.67
Sunrise Engineering	91.33
J-U-B Engineers	91.00
American Consulting	90.67
Jones & DeMille	88.33
Red Plains Professionals	84.00
Pro-Value Engineering	79.00
Alpha Engineering	76.00

Recommendation: The selection committee recommends that Rosenberg Associates be selected as the design consultant for the 1400 West project. – Arthur LeBaron

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of consultant selection for the design of the Sand Hollow State Park South Access.

Discussion: Hurricane City has partnered with Utah State Parks, Washington County Water Conservancy District, and UDOT to build a second access into Sand Hollow State Park at Exit 19 (3200 West) off of SR-7. This is the interchange located on the South side of Sand Hollow Reservior at what is known as the "Green Gate". The City has secured $2,000,000 in funding from the Utah Outdoor Recreation Initiative that will be coupled with funding from Utah State Parks to finish the interchange, build the necessary portion of 3200 West Street, and site improvements for a second entry station into the park.

The design of the project has been advertised and the City received statements of qualifications from 5 firms. A selection committee consisting of personnel from each of the stakeholders has deliberated over the submittals scored each of the consultants. -Arthur LeBaron

Findings: The consultants and their corresponding scores are listed as follows:

Avenue Consultants	92.75
Horrocks Engineers	92.50
Civil Science	90.75
J-U-B Engineers	83.00
Meridian Engineering	72.50

As can be seen, it was a tight race between the top 3, and particularly close between the top 2.

Recommendation: The selection team recommends Avenue Consultants as the design lead for this project. The next step will be to enter into negotiations for scope and fee and we will be back to the City Council for an approval on the fee.