



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

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

Hurricane City Council Meeting Agenda

December 18, 2025
5:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for November 20, 2025

Recognition of Detective Johnson

Recognition of the outgoing Mayor and Council

Public Forum – Comments from Public

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

OLD BUSINESS

1. Consideration and possible approval of **Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37** regarding accessory buildings in front yards; LUCA25-06; Hurricane City, applicant -Gary Cupp

NEW BUSINESS

1. Consideration and possible approval of an **appeal of the denial of a vacation rental license** - Kris Olmore
2. Discussion and possible action to **amend the City gym rates** for Hurricane citizen club team tournament use - Haylee Prete
3. Consideration and possible approval of **Ordinance 2025-24 amending Title 10 Chapter 37 Section 10** regarding the definition of front yards on flag lots; LUCA25-12; Hurricane City, Applicant -Gary Cupp
4. Consideration and possible approval of the **expansion of the future airport lease boundaries** to include all areas developed and construction for the project
5. Consideration and possible approval of a **Private Hangar Lease Agreement** with Stormi LLC for hangar pad 2 N 4 E
6. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-21**, a proposed zone change on 7.27 acres located at 2300 S and 1100 W from Residential Agricultural RA-0.5 to Light Industrial M-1; Parcel number H-3-2-10-3391; Scott Stratton, Applicant. Karl Rasmussen, Agent
7. Consideration and possible approval of a **shade lease on Plot 50 at Hurricane Airport** for Steve Lemmon
8. Consideration and possible approval of a **Power Line Extension request** for Kachina Ridge - Kent Stephens
9. Consideration and possible approval of **local consent for a restaurant full liquor license** for Touch of Tuscany - John Hendleman
10. Public Hearing to take comments on the following;
 - a. The issuance of the Series 2026 Bonds and any potential impact that the Project financed with the proceeds of the Series 2026 Bonds may have on the private sector
11. Consideration and possible approval of **awarding the bid to construct** the new pool facility
12. Consideration and possible approval of **Resolution 2025-45 Authorizing and approving a preliminary official statement and an official statement, an official notice of bond sale, and all other documents** required in connection with the issuance and sale of not more than \$8,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), and other documents required in connection therewith; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters
13. Consideration and possible approval of **awarding the bid to construct** the pickleball courts - Darren Barney
14. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-16**, a proposed zone change located at approximately 2241 S 5400 W from Agricultural A-5 to Single Family Residential R1-6 and R1-8; Parcel number H-4138-J; Andrew Hall, Applicant; Ryan Lay, Agent

15. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-17**, a proposed zone change located at 100 N and Black Rock Rd. from Mobile Home/RV Park (MH/RV(PDO)) to General Commercial (GC); Parcels H-CRV-1-1 through H-CRV-1-18; Western Commercial Real Estate, Applicant; Joby Venuti, Agent
16. Discussion regarding using **reimbursement agreements to address future power needs**
17. Consideration and possible approval of **Ordinance 2025-25 amending Title 10, Chapters 7, 11, and 13** regarding development standards for Single Family Residential R1-4 zones; LUCA25-13; Hurricane City, Applicant -Gary Cupp
18. Consideration and possible approval of **Ordinance 2025-26 amending Title 10 Chapter 6 Section 10-6-5** regarding compensation for the Appeals Board; LUCA25-14; Hurricane City, Applicant - Gary Cupp
19. Consideration and possible approval of **Resolution 2025-46 Adopting a compensation schedule** for the Appeals Board members
20. Consideration and possible approval of the **renewal of all liquor licenses**
21. Mayor, Council, and staff reports
22. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

The undersigned City Recorder does hereby certify that the agenda was posted to the city website, posted to the state public notice website, and at the following locations: the City office, the post office, and the library on December 17, 2025. Cindy Beteag, City Recorder

REASONABLE ACCOMMODATION: Hurricane City will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs, please contact the City Recorder, 435-635-2811 x 106, at least 24 hours in advance if you have special needs.

Agenda Summary for Hurricane City Council December 18, 2025

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Approval of minutes for November 20, 2025.

Recognition of Detective Johnson

Recognition of the outgoing Mayor and Council

Old Business

1. This item was continued to allow staff time to incorporate the City Council's direction received at the September 29, 2025 meeting where concerns were voiced about allowing ADUs and other accessory buildings in front yards. Council directed staff to revise the ordinance update to no longer include provisions for allowing accessory buildings in front yards, and also to proceed with only the various clean-ups and clarifications relating to the definitions of yards and setbacks in the land use code. Staff has now completed the revisions as directed. The latest drafts of the code amendment include updates to the definitions of yards and dwelling units, and the deletion of the terms "casitas" and "guesthouses" that have caused problems and conflicts with interpretation of the codes. Lastly, the use tables have been updated to reflect the proposed code changes. Staff requests another continuance to allow more time to incorporate the City Council's direction into the ordinance update. – Gary Cupp

New Business

1. The applicant has held a whole-home vacation rental license for a single-family residence since September 2021. During that time, the City has not received any complaints or concerns regarding the operation of the rental. The license was not renewed for the 2025 licensing period. Staff issued multiple notices to the property owner, including:
 - August 15, 2025: Initial renewal notice
 - October 6, 2025: Renewal reminder
 - November 6, 2025: Late fee notice
 - November 21, 2025: Final failure-to-renew noticeThe owner did not respond or remit payment following any of these notices. No inspection was scheduled or completed. On December 2, 2025, following receipt of the failure-to-renew notice, the owner contacted the City requesting to appeal the failure to renew. Staff explained that the code does not provide an appeal process for a failure to renew. The owner was advised that they could reapply; however, staff would be required to deny the application due to the lapse, and that denial could then be appealed to the City Council. Staff also informed the owner that application and license fees are non-refundable, even if the Council upholds the denial, though the applicant

may request an exception directly from the Council. Staff recommends denial of the appeal. The applicant had a total of 45 days before and after the license expiration to complete the renewal and required inspection but failed to take any action during that time. – Cindy Beteag

2. Proposal: Ignite Volleyball club would like to hold tournaments at the new city facilities. Current court rental rates make this cost prohibitive. We ask the city to consider amending current rates. Example: a two day tournament with 8 teams, using 2 courts from the hours of 3-9pm Friday and 8 AM to 5 PM Saturday would cost at current rates 15 hrs x 2 courts x \$100/hr = \$3000. Depending on age, each team is charged between \$250 and \$450 for entry (\$450 X 8 = \$3,600.00)... Additional cost to hire referees (unknown), additional source of income - entry fees (\$750?) In comparison, all day rentals for 2 courts at the schools is currently capped at \$500 per day. - Haylee Prete
3. Staff was directed by the City Council recommend a way to allow flag lots to be more optimally developed. To this end, staff proposes to amend the front yard setback standards for flag lots found in Title 10, Chapter 37, Section 10-37-10(B)(5) that currently designates the entire bottom of the “flag” portion of a flag lot as the front yard. The code currently reads: *“The front yard of a flag lot shall be on the side of the flag portion which connects to the staff. Yard setbacks shall conform to the setback requirements of the zone in which the flag lot is located.”* Since the entire bottom of the flag is the front yard pursuant to this code section, it therefore demands that a front setback also extend across this area. Staff proposes to amend this section of code to read: *“The front yard setback area of a flag lot shall extend the distance required by the applicable zone in which the flag lot is located from the point where the side of the flag portion connects to the staff as depicted in Figure 37-1. Other yard setbacks shall also conform to the setback requirements of the zone in which the flag lot is located.”* This change will allow a lesser side yard or rear yard setback distance along the bottom of the flag portion of the lot, which will in turn allow development in an area of the lot that currently cannot be developed under the existing standard. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission expressed that the proposed update is very reasonable and voted unanimously to approve the code update. – Gary Cupp
4. The Airport Board is recommending expanding the front footprint by fifteen feet.
5. Stormi LLC is requesting a new lease for hangar pad 2 North 4 East. The area of the proposed lease is 60’x60’ which is the size the Airport Board recommends should be the default size for hangar pads. On September 16, 2025, the Airport Board unanimously recommended to grant the request. The packet includes a proposed lease consistent with the template and direction previously given by the Council. This proposed lease is in the row of future hangars located immediately north of Plot 47 as shown on the Airport Master Plan, which is included in the packet. -Dayton Hall

6. The applicant requests approval of a zone change for seven acres located south of the Hurricane Fields Estates subdivision and west of the Hurricane Airport, from Residential Agriculture RA-0.5 to Light Industrial M-1. According to the applicant, the purpose of the request is to facilitate future light industrial development on the site, since they believe that proximity to the airport, along with the confluence of major roadways makes the property less suitable for residential-agricultural use. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the zone change were received. Staff was originally recommending denial of the project due to lack of power capacity in the area. It has since been determined that the applicant had purchased capacity for another project in the past and now intends to transfer that capacity to this property should the zone change be approved. Therefore, staff now recommends approval. The Planning Commission recommends that the site is more suited for light-industrial use due to its proximity to the airport and other light industrial properties and voted unanimously to approve the zone change. Staff finds that the request adequately satisfies the four approval standards for zone changes: ***Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?*** The proposed zoning is not strictly consistent with the General Plan's rural residential designation for this area, but the city has discussed a desire for expanding industrial future industrial development, and this area may be a suitable location for industrial/commercial uses. ***Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?*** The airport can be considered an industrial use in terms of built form since airport hangars resemble other light industrial buildings, although airport hangars are not located in the immediate vicinity of this property. Most of the other surrounding property is undeveloped, although there is a residential subdivision being constructed nearby. But since the property is bounded by roadways, an M-1 zone may not conflict with nearby agricultural properties. ***Will the proposed amendment adversely affect the adjacent property?*** M-1 zoning allows for a variety of possible uses from storage units to light manufacturing. What effect this zone change has on the adjacent properties can depend heavily on what industrial uses are proposed on the property. It's important to note that if the zone change is approved, any light industrial use permitted under the M-1 zone could go on the property. This includes but is not limited to: Residential uses, Rehabilitation/treatment facility, Residential facility for troubled youth, Transitional housing facility, Commercial Uses, Vocational school, Agricultural sales and service, Business equipment rental, Convenience store and gas station, Commercial kennel, Liquor store, Vehicle repair/rentals/sales, Storage units, Industrial Uses, Manufacturing, Warehousing. But due to the location in proximity to the airport, and the property being isolated by roadways, these uses will likely not adversely affect nearby properties. ***Are public facilities and services adequate to serve the subject property?*** Since it has been determined that the applicant can transfer capacity for another project to this property, staff finds that adequate public facilities can be timely provided to adequately service the proposed development. Staff recommends approval of the zone change. – Gary Cupp

7. Final Design Group LLC is requesting a new lease for a Shade Hangar on Plot 50. The Airport Board unanimously recommended approval on December 16th.
8. The Kachina Ridge Development is seeking a line extension approval for power to be extended to their project up on the east bench above Hurricane. Power Department staff has met with the developer and come up with a plan to provide the power needed for their project. A map showing the development and the plan to provide power has been included. This item was presented to the Power Board for a recommendation at the 12/10/25 meeting. The Power Board recommended unanimously to approve the power line extension request for Kachina Ridge with the plan that has been developed.
– Crystal Wright
9. The applicant is requesting local consent for a full restaurant liquor license for a new restaurant located at The Ropes of Southern Utah. All required paperwork has been submitted, and a background check on the business owner has been completed. Staff has identified no concerns related to the request. The license will not be issued until construction of the building is complete and staff have finished the required alcohol service training, as outlined by State regulations. Staff recommends approval of local consent for a full restaurant liquor license. – Cindy Beteag
10. Public Hearing to take comments on the following; The issuance of the Series 2026 Bonds and any potential impact that the Project financed with the proceeds of the Series 2026 Bonds may have on the private sector.
11. This project is for removing the existing City Pool and constructing a new indoor aquatic facility, whose layout has been previously approved by the City Council. The project has been designed and advertised for bids. The City has received 6 bids ranging from \$14,274,258 to \$15,421,000. The bid tabulation is included in the agenda packet. A panel consisting of the project architect and City Staff met to evaluate the bids and qualifications of the bidders against the selection criteria advertised in the information for bidders. Additionally the proposed financing for the project has been analyzed and compared to the bids and it appears the City has adequate financing in place to cover the cost of the project. Upon evaluating the bids and statements of qualifications of each contractor, the selection panel recommends awarding the project to Grass Creek Construction for a total of \$14,379,788, with the intention that the City will implement alternate bid items 1,2,3, and 4, but not 5, which provides a \$105,530 credit. Alternate #5 is to replace the proposed onsite chlorine-generator with a chlorine tank that would have to be stocked with product purchased off-site. After evaluating ongoing chlorine costs, the onsite generator will pay for itself within 3 years. - Arthur LeBaron
12. This agenda item relates to the financing of the new Hurricane City indoor pool facility.

There are multiple, required steps a city must take in the financing of a project. These steps are especially important in the determination of how a project is financed. There are generally a couple of ways in which a bond can be financed. The first, the city has the option of a direct placement bond which is sold directly to an interested financial institution, such as Zions Bank, or Wells Fargo. The terms on this type of bond typically include a shorter bond maturity time, favorable financing options such as no repayment penalties but this option also has slightly more expensive interest rates. The second option, sends the bond out on the open market as a “bond sale”. Under this scenario, terms of the bond maturity can typically be extended, interest rates are typically slightly better than a direct placement, but there are tighter requirements on repayment options as well as more stringent reporting requirements which are ongoing over the life of the bond. Staff would like to have available both options to take advantage of which financing option will be of most benefit to the city. This document, and the request of this agenda item, is to full the requirements of option two, sending the bond out on the open market. I would recommend to the council approval of this agenda item which will open option two financing up for us in case we would like to exercise the option. Ultimately, the bid price of the project will be a major factor in how we will finance the pool facility project and once that price is known, we can have a better idea of which financing option we will want to take. - Kaden DeMille

13. The City Council previously approved the layout of a new pickleball court facility that includes 8 courts, new lighting, and shade structures. The design was completed and the project advertised for bids. The City received 6 bids, ranging from \$575,187.85 to \$875,692.67. The bid tabulation is attached to the packet. A panel consisting of the project engineer and City Staff will evaluate the bids and make a recommendation to the City Council for award based on the selection criteria in the advertisement for bids.
– Arthur LeBaron
14. The applicant is requesting a zone change for a 40-acre parcel located along Turf Sod Road, south of the River Heights development and west of Pecan Valley. The proposal seeks to rezone the property from Agricultural A-5, which permits one dwelling unit per five acres, to a combination of residential zones: Single Family Residential R1-6 on approximately 15.5 acres and Single Family Residential R1-8 on approximately 24.5 acres. The property is currently vacant and does not appear to have been previously used for agricultural purposes beyond occasional grazing. A public hearing was held at the June 12, 2025, Planning Commission meeting. Several written and spoken public comments objecting to the proposed zone change were received. The objections pertained primarily to incompatibility with the agricultural character of the surrounding properties. The fire district identified a need for a paved second access to the site due to the number of units already constructed in the vicinity, thus the Planning Commission tabled the item to allow the applicant additional time to resolve this issue. It should also be noted that the City Council has given direction that no preliminary plats or zone changes should be approved in the area until the second access deficiency is resolved. Since then, the applicant has proposed an agreement with two property owners to the

east to secure a secondary access point and provide utilities to the site, but such private agreements do not provide sufficient assurance that the needed dedicated public access will be provided, and staff has informed the applicants accordingly. Notwithstanding, the applicant requested that the item be brought back before the Planning Commission at the November 11, 2025 meeting. The Planning Commission agreed that appropriate access is not available and recommended denial of the zone change with a vote of 6 to 1. Staff finds that the request does not adequately satisfy 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 zone change complies with the General Plan Map designation of Planned Community for the area. 2. *Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?* While the proposal is not fully harmonious with surrounding properties, much of which remains agricultural or low-density residential, it is anticipated to better align with future planned developments nearby once those are constructed. 3. *Will the proposed amendment adversely affect the adjacent property?* This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory in the vicinity continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact. 4. *Are public facilities and services adequate to serve the subject property?* Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Paved secondary access has not been provided; therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4). While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding area, the site is lacking a dedicated paved second access road. Therefore, staff recommends denial due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4. – Gary Cupp

15. The applicant is seeking approval of a zone change to rezone 1.05 acres of property currently within the Canyons RV subdivision from MH/RV (PDO) to General Commercial. A public hearing was held on this item at the October 9th, 2025 Planning Commission meeting, but no action was taken at that time. Several public comments objecting to the proposal were received. The item went before the Planning Commission on December 11, 2025. At that meeting, the applicant submitted a reduced scope of the zone change from the one presented at the 10/9/25 public hearing that only includes property west of the undeveloped Black Rock Road. No development plans have been submitted at this time. The Planning Commission voiced overall support of the proposed zone change to increase the commercial zone and voted 5 to 2 for approval. Ralph Ballard felt that the proposal was not sanctioned by the Canyons RV HOA, and voted to deny. Kelby Iverson felt that the zone change would be inharmonious with neighboring

development, and also voted to deny. 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 zone change does not strictly comply with the General Plan designation for the property; however, it is close to the boundary of the General Commercial designated area. The proposed zone change could be considered to promote the City's goals of additional commercial space along major corridors, and the General Plan supports the development of new commercial areas and local employment centers; thus, the proposed zone change broadly meets the standards of the General Plan Map and goals for the site. **2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?** The proposed zone change is considered generally harmonious with the surrounding development since the immediate vicinity is largely undeveloped. A commercial zone would also be harmonious with the planned development to the southwest and west of the site. **3. Will the proposed amendment adversely affect the adjacent property?** The General Commercial zone allows for a wide range of commercial uses, but since no development is proposed at this time, the true potential impact cannot be ascertained. But the property is buffered from existing residential development, so the proposed amendment is not expected to have an adverse impact. **4. Are public facilities and services adequate to serve the subject property?** Services are adequate to serve the area, or will be timely provided. – Gary Cupp

16. This item was put on the agenda at the request of Karl Rasmussen.

17. Staff was directed by the City Council to amend the recently adopted Single Family Residential R1-4 zone-specific development standards found in Section 10-13-4(A) of the Hurricane City Code. The primary change be to remove the adjacency restriction relating to its proximity to other residential zones: "R1-4 developments shall not be clustered together or be located adjacent to another R1-4 zone. In addition, a proposed R1-4 zone adjacent to single-family residential zoning shall only be permitted when the adjacent zoning is R1-6 or R1-8; a proposed R1-4 zone is not permitted adjacent to any residential agriculture or agricultural zones." This restriction has proven to hinder advantageous use of the R1-4 zone. None have been applied for and only one exists in the city so far, and that one was not requested by the applicant but rather was negotiated as a compromise in place of a multifamily zone. The other significant amendment is to increase the minimum lot size to 63 feet instead of 50 feet, which is intended to help avoid a dense looking development. The other proposed updates include allowing front and rear yard setback exceptions for patio covers and one-room bumpouts: "Covered patios may extend into the front and/or rear setback area up to 5 feet; such patio covers cannot be wider than one half the length of the side of the home to which it will be attached." "A single room may extend into the front and/or rear setback area up to 2 feet to allow greater variety in home designs and to provide more functional floor plans." "Onstreet parking shall be provided in any R1-4 zone." A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or

objections to the code update were received. The Planning Commission voice overall support of the proposed amendments to the R1-4 zone, but two commissioners had objections to removing the proximity restrictions and recommended that they stay in place. The other commissioners were supportive of removing the restrictions since the city already has discretion to determine the appropriateness of the locations of any R1-4 zones when deciding zone change applications. The Planning Commission voted 5 to 2 to approve the code update. Ralph Ballard voted Nay in objection to removing the proximity restrictions; he also suggested that the home sizes allowed in R1-4 zones be restricted. Kelby Iverson also voted Nay due to objections to removing the proximity restrictions. Staff recommends approval. --Gary Cupp

18. The Appeals Board currently receives compensation based on a contract approved by the City Council. This code update is to establish their compensation by way of a fee instead of a contract that needs periodic renewal by the City Council. The code will also be updated to provide a complete list of the duties and responsibilities of the Appeals Board. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission voted unanimously to approve the code amendment. Staff recommends approval. – Gary Cupp
19. This item is a follow-up to the previous agenda item. If the Council approves the code amendment regarding the compensation fee, this Resolution will formally adopt the reimbursement amount. When the Appeals Board positions were advertised, applicants were asked to submit a résumé outlining their qualifications and desired compensation. There have been prior discussions in Council meetings regarding appropriate pay, and while an informal consensus of \$50 per member was reached, it was never formally adopted. Staff is recommending the Council formalize this reimbursement amount and authorize payment to the board members for the four previous meetings for which they have not yet been compensated. – Cindy Beteag
20. Hurricane City Code § 3-2-12 requires the City Council to review each alcohol license renewal application, along with a report from the Police Department, and to direct the License Officer to issue renewal licenses to qualified applicants. Staff has verified that all employees have completed the required alcohol service training. For any employees whose training could not be verified, a letter will be issued with the renewed license granting the business 30 days to provide proof of training. If proof is not provided within that timeframe, those employees will be prohibited from selling alcohol. The Police Department and Utah Department of Public Safety conduct compliance checks throughout the year to ensure businesses are not selling alcohol to underage individuals. The report provided includes both employee training verification and the number of underage sales violations, if any. These violations are regulated by the Department of Alcoholic Beverage Services (DABS). If a business incurs three violations within a three-year period, its license may be subject to revocation. The DABS violation grid is included in the packet for reference. – Cindy Beteag

21. Mayor, Council, and staff reports.

22. Closed Meeting upon request.

Minutes of the Hurricane City Council meeting held on November 20, 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.

Members Excused: David Hirschi

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates, Public Works Director Mike Vercimak, Public Works Assistant Weston Walker, Streets Superintendent Hayden Roberts, City Planner Gary Cupp, Assistant Planner Fred Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright, Building Official Larry Palmer, HR Director Sel Lovell, Finance Director Paige Chapman, Water Superintendent Ken Richins, and City Recorder Cindy Beteag.

AGENDA

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

Tiffani Wright reported that the City's Tree Lighting event will take place on December 1st at 6 p.m., with two showings of the Live Nativity. The Christmas Tree Festival is scheduled for December 11th–13th. She noted that the Lichfield Gym remains very busy, and the new gym is expected to open on December 25th. Sonic Windows has donated all windows and doors and will be recognized as a floor sponsor, and Comflors upgraded the floors at no cost and will also be a floor sponsor. Two additional floor sponsorships are still available. Mrs. Wright stated that the pool project will go out to bid tomorrow, pending approval of the Resolution tonight. A new boiler has been installed in the existing pool for the swim team and will later be stored once the current pool is demolished. Roof replacement for the Community Center is anticipated to begin in January. She also reported that pickleball plans have completed their first JUC review and are back with engineers for redline adjustments. Rad Trails plans to begin work on the bike park in January, and Mayor Billings added that Suncor has contributed a donation to support the project. Mrs. Wright concluded by noting that the food truck corner continues to be very successful.

Chief Yates reported that the 11-year-old girl struck by a bus last week is expected to be released from the hospital. The investigation into the incident is nearly complete. The department currently has three applicants in the background process, with one candidate disqualified after a thorough review. He also announced that the department is transitioning from French blue uniforms to navy blue due to supply issues, with new uniforms being phased in gradually. Mayor Billings added that a resident affected by a recent property-damage incident had expressed appreciation for the department's communication and offered a reward for information. Chief Yates stated the incident appears to be isolated, they are still gathering video footage, and they may share information on Facebook if helpful, though the department does not participate in reward offerings.

Ken Richins reported progress on the City's well and irrigation projects. The Goulds Wash Well pilot hole reached 800 feet and is within 3.1 feet of being straight, well within the 7-foot tolerance. The Dixie Springs Well has been patched, but camera inspection was delayed due to murky water and will be completed once conditions improve. Irrigation expansion projects are proceeding, though recent rain caused minor delays. Repairs on 1300 South will be completed as soon as weather permits. Funding for the second phase of the pipe project is anticipated following the government reopening. The irrigation impact fee capital facilities plan is nearly complete and is expected to be posted Monday. The Water Board will review it and, if approved, provide a recommendation to the City Council.

Larry Palmer stated that permit activity has slowed due to recent moisture. Currently, there are nine single-family home permits and one commercial tenant improvement permit for the pro shop near Ace Hardware.

Sel Lovell reported that hiring is progressing slowly. Open enrollment has just concluded, and preparations are underway for the upcoming holidays. The Healthy Committee hosted a bike rodeo last weekend, which was successful for its first year, though attendance was lower than hoped. The Utility Clerk position has been filled, with the new hire starting on December 1st.

Paige Chapman stated that the streets impact fee is on tonight's agenda. The proposed adjustment will bring the fee to an appropriate level now and allow time to review and explore options in the future. She noted that the Council has prioritized roads and streets in recent years, and the goal is to ensure adequate funding to maintain and improve them.

Hayden Roberts reported that crews have been maintaining structures following recent rain and are planning to begin crack sealing on Monday.

Mike Johns reported that the Christmas tree will be installed on December 25th–26th, with lights along State Street scheduled for December 30th. A purchase order has been approved for generators, and he requested an expedited review of the Capital Improvement Plan. Mayor Billings added that she met with Darren Barney at the Veterans Memorial, where holes need to be augured for light poles, and inquired if the Power Department could assist.

Gary Cupp reported that preparations are underway for the final Planning Commission meeting of the year, including notices regarding flag lots and the R1-4 ordinance. He noted that plans for the Commission and Boards dinner are in progress and updates will be provided once confirmed. Additionally, he confirmed that summaries of Planning Commission meetings have been prepared and will ensure they are distributed to the City Council.

Fred Resch III reported that enforcement letters were sent this week regarding short-term rentals. The Planning Commission approved the final site plan for Golden Credit Union and a preliminary plat for a condominium unit in the Gateway PID area. He inspected a trailer that had split into three sections and is still reviewing it. Additionally, the home on Angel Heights was found to meet code, but enforcement will be required if the property is used for rentals.

Cindy Beteag explained the contents of the materials provided to the Council. She noted that the next packet will be distributed on Monday instead of Friday due to the holidays. She also confirmed that the Council will consider sponsoring the Farmers Market at the next meeting.

6:00 p.m. - Call to Order –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer, Thought, and Pledge led by Sheryll Alan

Declaration of any conflicts of interest

None declared.

Swearing in of Officer Hagen Oliver

Chief Yates introduced Officer Oliver, who began with the department on November 3rd. Officer Oliver graduated from Morgan High School and served as a deputy there for two years. Chief Yates also introduced Officer Oliver's wife, Kendal, and expressed excitement about Officer Oliver joining the team, noting that his experience will make him a valuable asset in serving the community. Officer Oliver was sworn in by City Recorder City Beteag

Public Forum – Comments From Public

All comments are listed under new business 9.

OLD BUSINESS

1. Consideration and possible approval of a Preliminary Plat for Sand Hollow Mesa Neighborhood Six, a 579 lot subdivision located at 3800 S 2200 W. Toquerville Enterprises, Applicant. Karl Rasmussen, Agent

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "This application for preliminary plat approval was first considered by the Council on October 16, 2025, at which time the Council continued the item to November 6, 2025 to allow further evaluation of the request. On November 6, 2025, the Council continued the application to November 20, 2025 to allow for additional review. To comply with the deadline imposed by Utah Code section 10-9a-509.5, the Council must make a final decision on the application on or before November 22, 2025. The preliminary plat application is for Sand Hollow Mesa, Neighborhood Six ("Proposed Plat"), which represents the first phase of the Sand Hollow Mesa project that received a zone change approval in 2021. Sand Hollow Mesa is a large master-planned community encompassing nearly 1,100 acres and more than 3,600 approved units. The current proposal covers 88 acres and includes 579 units consisting of single-family homes, townhomes, and condominiums. The property is zoned Single Family Residential (R1-10) with a Planned Development Overlay (PDO) as part of the Sand Hollow Mesa development. The lack of adequate public facilities to support the Proposed Plat is the primary concern with the application. The public facilities that are lacking are substantial enough that there is no guarantee that they can be resolved in time to serve the development contemplated in the

Proposed Plat on the timeline that Neighborhood 6 would be developed. The public facilities necessary to serve the Proposed Plat, but which are not yet available, are: (1) a power substation in the area; (2) transmission lines and corresponding easements to supply power to the needed substation; and (3) right-of-way to provide a second access to the Proposed Plat required by the local fire authority and the Fire Code, including an improved access on the second access. In addition, the Proposed Plat itself does not meet the technical requirement of the Hurricane City Code. A detailed analysis of these shortfalls is included in a draft Record of Denial included in the packet. Staff recommends denial of the application for the reasons outlined in this report, and a proposed Record of Denial is included in the packet for the Council's consideration and adoption."

Karl Rasmussen distributed updated documents to the Council. Thayne Smith referenced the letter from their attorney that was emailed the previous day and stated they would continue working with staff to ensure the project's success. He explained they received the notice of deficiencies on Tuesday; however, they believe the application is complete and ready for approval. Mr. Rasmussen then referred to the documents he provided to the Council, which identifies and addresses some of the items noted in the draft record of denial regarding the plat itself. He explained how he was proposing to address the staff comments regarding the plat map. He noted that his proposals will require coordination with the property owner to the north. He acknowledged that Ash Creek has expressed concerns regarding capacity on 2100 West but indicated there is a pathway to address those concerns in the future. He stated they are requesting to move forward with the project, noting that Utah does not have an inadequate facilities law and that all required improvements would be completed prior to final plat approval. He recommended completing all remaining items through the construction drawings. He also pointed out that the property for the substation has already been deeded, that he has been informed the rights-of-way are being addressed, and that the applicants have invested millions of dollars into the project.

Kevin Spilsbury representing Toquerville Enterprises stated they have been in the valley for over 100 years and have always worked well with the City. He explained how they ended up with this area by a land swap that happened in the 1990's where the current industrial area is.

Councilman Ellerman stated that he is willing to work with projects; however, his primary concern is the approval of a preliminary plat at this time, noting that electrical power will not be available to the project for some time. He explained that there is often pressure to move projects forward quickly, which requires cities to approve items with conditions in place. He referenced statements made by the applicant's representative at the previous meeting indicating that, if approved, the final plat would be submitted by the end of the year. He questioned how that timeline was feasible, noting that the property for a future substation was only dedicated last month. He noted the difficulty of securing electrical infrastructure, which can take approximately 14 to 24 months, and stated that final plat approval cannot occur until power is available. He confirmed that the applicants are aware of this issue. Mr. Smith

confirmed that the substation property was deeded after the last meeting; however, he stated the document had originally been sent to the City two years ago. Dayton Hall clarified that while a document was sent two years ago, it included a deed of reverter and a contract with conditions, and therefore was not an offer of a deed but a conditional contract.

Councilman Ellerman noted that the deeded property is located on a slope and will require additional investment to prepare it for development. Mr. Smith responded that it is the same property discussed in 2021 and negotiated as part of the development agreement. Mr. Rasmussen added that the layout for the substation has already been completed. Councilman Ellerman stated that now that the property has been deeded, the City can begin working on connecting the necessary infrastructure. Mr. Smith highlighted that the applicants are invested in the project and have provided significant infrastructure in the surrounding area. Mayor Billings stated that staff is recommending denial at this time, with the intent that an agreement could be worked out in the future. She explained that approval would grant entitlement, whereas denial would allow the agreement to be reviewed and updated. She also noted that when the project was initially approved, the necessary infrastructure was not in place. While there are existing lines, she stated there is currently no available capacity. Mr. Smith disagreed, stating there is capacity available beyond what is currently being used and that infrastructure strain is a natural part of growth. Gary Cupp stated that the Planning Commission recommended denial of the plat. Mr. Smith responded that the agreement specifies the matter should go directly to the City Council and therefore should not have gone to the Planning Commission. Mr. Hall countered that the agreement requires the City to follow the 2021 approval process, during which time plats were reviewed by the Planning Commission and then forwarded to the City Council for approval, and that routing the application through the Planning Commission was the correct procedure.

Councilman Prete stated that he has long had concerns regarding adequate facilities in relation to zone changes and preliminary plats. He noted there was a brief period during which many projects were approved through development agreements. He described this project as detached from the City, characterizing it as a leapfrog development not adjacent to existing development. He acknowledged that both parties have made good-faith efforts to move the project forward but stated he is perplexed as to why the preliminary plat is being presented for approval when the project is not yet ready. Councilman Fawcett stated that during prior discussions he believed the parties would meet and work through the issues. He observed that there is clear frustration on both sides and felt the best course of action would be to rework the development agreement. He added that the previous attorney was adamant about not amending the agreement and instead threatened litigation. He noted there were implications that construction would begin by March, which he stated is not feasible. Councilman Prete added that all required easements are not yet in place. Councilman Thomas stated that when the project was originally approved, it was anticipated the development would be built using a Public Infrastructure District (PID). Because that did not occur, he explained it significantly changed the circumstances. He stated the development agreement anticipated funding through

that mechanism and expressed support for updating the agreement so all parties can work together. He added that the City currently lacks both the power capacity and the necessary components to construct the substation. Mr. Smith stated there must be a starting point and that the applicants are asking for the opportunity to move forward. Mayor Billings stated she believes the best path forward is to update the development agreement. Mr. Hall stated the City intends to fulfill its obligations under the development agreement, and now the land has been deeded to the City, the process to build the substation has been initiated and will be diligently pursued. Councilman Prete asked whether the applicants could refile if the plat is denied. Mr. Hall stated there is no required waiting period. Mr. Smith argued that the applicants have met all requirements and that, in such cases, the Council is required to approve the plat. Councilman Prete questioned how the power requirements have been met. Mr. Rasmussen argued that the Utah statute does not include requirements for adequate facilities and that the City cannot withhold approvals based on Utah Code 10-9a-604. Councilman Fawcett responded that City Code does require adequate facilities and stated the Council does not believe the facilities are adequate at this time. He reiterated his desire to meet and redraft the development agreement and stated he does not respond well to threats of litigation. Mayor Billings concluded by stating the City wants the project to move forward but noted that cooperation from all parties is necessary.

Mr. Rasmussen asked what specifically would need to be changed in the development agreement. Mayor Billings responded that the agreement does not specify when electrical power will be provided. Councilman Prete asked how far easements would be required to reach the substation. Mike Johns responded that approximately 4.5 to 5 miles of transmission lines would be needed. Mayor Billings added that several additional easements still need to be dedicated. Councilman Prete noted that this would be the City's first transmission line of that length. Mayor Billings stated that she believes the parties could reach an understanding if the application is denied. Mr. Rasmussen asked what entitlement is granted by approval of a preliminary plat. Mr. Hall explained that preliminary plat approval allows the applicant to move forward with submitting construction drawings as part of the process toward final plat approval.

Joseph Prete motioned to deny the Preliminary Plat for Sand Hollow Mesa Neighborhood Six based on the grounds stated in the draft record of denial. Seconded by Clark Fawcett. Motion carried unanimously by a roll call vote.

NEW BUSINESS

1. Consideration and possible approval of Resolution 2025-40 authorizing the issuance and sale of not more than \$8,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2026; and related matters

Mayor Billings read the following summary written by Kaden DeMille that was provided in the packet. "This agenda item relates to financing for the construction of the new Hurricane City indoor swimming pool. Construction drawings are nearing completion, and the project is nearly

ready to go out to bid. It is anticipated, with the approval of the parameters resolution, that an approval of awarding a bid will be tentatively scheduled for the December 18th council meeting. A parameters resolution is one of the first official steps in working our way through financing a project. Just as the name implies, a parameters resolution defines the maximum parameters in which a city can borrow money on a specific project and for the maximum term of the bond. Staff is recommending approval of the resolution setting a maximum parameter of not more than \$8,000,000 to be financed and at a term of not longer than 25 years. After review of the anticipated project costs, I am trying to take a very conservative approach to this financing. I anticipate that the amount to be financed will be far less than what we are asking for in the parameters resolution.”

Kaden DeMille explained that the pool designs are complete and ready to go out to bid. He presented a financing plan to the Council, estimating the project cost at around \$15 million, though contingencies make the actual cost likely lower. With available funding and anticipated RAP tax revenue—approximately \$8.8 million—they are close to meeting the estimated cost, with a buffer included in case prices rise. Final financing is not fully secured, and the exact pool cost will be known once bids are received. If approved tonight, bids would open on the 15th and could return for approval on the 18th. Councilman Fawcett asked about bond terms and early payoff options. Mark Anderson explained that public bond sales offer more favorable terms but higher interest rates, and repayment options after ten years would depend on RAP tax renewal. Councilman Prete noted this is a long-term commitment of RAP tax funds. Mr. DeMille confirmed that while he projected a 3% increase, higher collections could be allocated to other projects. Councilman Thomas referenced the prior Tuacahn commitment, noting that the City planned for the ten-year RAP tax review and believes the pool is a better use of funds. Mayor Billings listed other projects funded by RAP tax.

Kevin Thomas motioned to approve Resolution 2025-40 authorizing the issuance and sale of not more than \$8,000,000 aggregate principal amount of Sales Tax Revenue Bonds Series 2026 subject to the bond not to exceeding eight million dollars or twenty-six years. Seconded by Clark Fawcett. Motion carried unanimously by a roll call vote.

Mr. DeMille explained that the RAP tax timeline reset on January 1st and that no RAP tax funds were used this fiscal year. He added that projects previously funded by RAP tax have been built into the budget and are covered moving forward.

2. Consideration and possible approval of Resolution 2025-39 Updating Building Permit Fee Calculations - Larry Palmer

Mayor Billings read the following summary written by Larry Palmer that was provided in the packet. “The Building Permit Valuation table has not been updated since 2005 and the Building Permit Fee Table has not been updated since 1997. The pace of construction and the cost of construction have outpaced what valuation and fees the city has been assessing for construction projects. We are trying to get our valuation in line with the industry standard for construction cost. Findings: The City’s Valuation of Building Construction and the permit fees have not kept up with the actual cost of construction and the Industry Standards. The permit

fees are what is used to fund the Building Department and the other City Departments that are involved with the construction requirements to make sure all construction meets the City standards along with all adopted codes and Ordinances. Recommendation: We are recommending that we update the Building Permit Valuation Table to the 2024 table at 100% and the 2021 Building Permit Fee Table to the 2021 table at 100%. See the attached chart for the existing fees versus the fees if they had been adopted with the new code every 3 years. Also on the chart is a list of construction projects throughout the city, it includes single family homes and town homes.”

Larry Palmer explained that current fees are over \$100 below the recommended level, and adjusting them would bring the City closer to the industrial standard. He noted that fees are calculated differently for living areas, garage floors, and unfinished spaces. Two options were presented: one that updates automatically every three years, and another that returns to the Council every three years for review. Councilman Ellerman confirmed the proposed fees are in line with surrounding cities and asked the developers present for their input. Rick Richardson noted that costs are ultimately passed to the homeowner and remain regardless of home size. Mayor Billings requested a review of building department numbers to ensure fees cover costs. Mr. Palmer raised the challenge of quantifying contributions from other departments. Councilman Fawcett suggested raising fees only if costs are not being covered. Councilman Ellerman highlighted that the increase could fund additional staff to ensure timely inspections. A DR Horton representative recommended not increasing fees too quickly due to budgeting concerns. Councilman Ellerman agreed that increases should be gradual rather than immediate. Mayor Billings suggested reviewing fees annually and making incremental adjustments.

Drew Ellerman motioned to continue Resolution 2025-39 Updating Building Permit Fee Calculations and recommended removing the automatic update clause, calculating the fee by subtracting the recommended fee from the current fee and dividing that number in half and then adding that number to the current fee, and that it comes back to the Council to review in a year. Seconded by Kevin Thomas. Motion carried unanimously. Larry Palmer confirmed the Council didn’t want any changes to Exhibit A.

3. Consideration and possible approval of a purchase agreement between Hurricane City and G&R Development LLC

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. “Hurricane City recently constructed the 2800 West approach to 600 North across a portion of G&R Development's property by virtue of a right-of-occupancy easement that contemplated a property land swap with the City for abandoned road property- a portion of the 2770 West alignment that was dedicated to the City in the 1980's. The arrangement has been complicated by the City's need to run a power transmission line through the property. The property owner and City Staff have worked together to arrive at the purchase agreement that is before the Council. Here is a summary: G&R Development will deed the property currently occupied by 2800 West, as constructed. Hurricane City will deed the previously abandoned

2770 West property to G&R Development. G&R Development will grant an expanded utility easement to the City to accommodate the proposed transmission line. G&R Development will pay \$169,361.24 toward the cost of the transmission line construction. Hurricane City will reimburse G&R Development \$118,161.24 in power impact fee vouchers to be used on their Sky View development project along 600 North. After multiple meetings between Staff and G&R Development the agreement before the Council has been drafted to fulfill the needs of the parties. The agreement is recommended by staff for approval.”

Joseph Prete motioned to approve the purchase agreement between Hurricane City and G&R Development LLC. Seconded by Kevin Thomas. Motion carried unanimously.

4. Consideration and possible approval of a reimbursement agreement for system improvements by Self Help Homes

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. “Self Help Homes is developing the Sage Pointe Phase 5 Subdivision, and in so doing is required to construct the northerly extension of 200 West from 975 North to the end of their project. A substantial portion of the required extension is not along their frontage and is a reimbursable system improvement. In 2007 the City approved the Panarama View Subdivision and did not require the construction of 200 West to be completed by the developer at the time. The plat was approved with language that required the City to construct the improvements on 200 West that lined the back of the lots of the subdivision and the developer would dedicate the road. Staff has worked with Self Help Homes to determine the costs involved to construct the improvement and has negotiated a reimbursement agreement as follows: The total cost of the improvements along the Panorama View Subdivision is \$224,991.00. Sage Pointe Phase 5 has 54 lots, which will utilize \$123,876 in Roads Impact Fee Vouchers. The remaining \$101,115.00 is proposed to be reimbursed to the developer in cash once the road improvements have preliminary acceptance. Staff recommends approval of the agreement.”

Kevin Thomas motioned to approve the reimbursement agreement for system improvements by Self Help Homes. Seconded by Clark Fawcett. Motion carried unanimously.

5. Discussion and possible direction regarding the Sunwood Canyon Villas development

Mayor Billings read the following summary written by James Jessop that was provided in the packet. “Canyon Villas is designed as an attainable housing option for Hurricane residents, with homes at approximately 1,100 square feet. Our primary focus is on long-term affordability for buyers, and to that end we would like to discuss: Stick-Built vs. Manufactured Homes. - Exploring the pros and cons of traditional stick-built homes versus manufactured homes in this project. Understanding how each option impacts overall cost, neighborhood character, and long-term value for residents. Separating Property Lines & Financing Affordability. -Options for lot configuration and separating property lines to support lower financing prices. Ensuring the structure of ownership supports more favorable financing terms so that the financial instruments remain accessible to buyers. Permit Fees for Small Homes - Considering a reduction

or adjustment in permit and impact fees for these smaller 1,100 sq. ft. manufactured homes. Our intent is to pass any savings directly on to buyers so the homes remain as affordable as possible while still meeting the City's standards. Our overall objective is to align Canyon Villas with the City's goals for attainable housing and to work collaboratively with your office and staff to make this project a meaningful part of Hurricane's housing solution."

James Jessop explained that eight homes have been completed, and construction is underway on the clubhouse and pool area. Drawing on experience with a similar subdivision in Washington, he expressed interest in creating individually owned lots to allow 30-year financing, which is currently not possible under the existing setup. The average lot size would be about 2,500 square feet. He noted that homeowners take greater pride in their property when they own it. Mayor Billings explained that the project was originally approved as a single RV park under one ownership, making conversion to individual lots challenging. She added that this type of zoning does not currently exist in the City. Mr. Jessop compared the proposed lot sizes to the Canyons RV lots. Councilman Ellerman asked if a model could be used where owners only own the pad, with the remainder as common area. Mr. Jessop confirmed that would work for financing. Mayor Billings noted that HOA dues could not be set so high as to make ownership unaffordable, which Mr. Jessop said could be addressed in the HOA agreement. She also pointed out that the City does not want to take over streets that do not meet City standards.

Mr. Jessop stated that 180 units are approved but restricted to 1,100-square-foot homes. Don Bean with DR Horton indicated that if this model succeeds, they would like to replicate it elsewhere in the City to provide homes in this price range. Councilman Thomas noted that an item on the next Planning Commission agenda would update R1-4 zoning to allow similar developments in more locations to support affordable housing. Mr. Bean added that current setbacks make building an affordable home difficult. Councilman Thomas explained the design approach ensures a small home with a yard without feeling dense. Dayton Hall asked if the Council intended for staff to explore converting a single RV park parcel into a 2,400-square-foot lot subdivision. Councilman Ellerman clarified it would be a PDO zone with pad lot ownership. Mr. Hall noted that current code does not allow this but a custom development agreement could be drafted if the Council supports it. Mr. Jessop highlighted amenities including a clubhouse, pickleball courts, and a swimming pool. Mr. Cupp stated staff will evaluate the best path forward. Councilman Ellerman noted that new code adoption may be needed to support affordable housing. Councilman Prete stated he does not support creating a zone smaller than R1-4.

6. Public Hearing to take comments on the following:

Clark Fawcett motioned to go into a Public Hearing at 8:35 p.m. Seconded by Kevin Thomas. Motion carried unanimously.

a. Amending the Street Impact Fee Ordinance to account for inflation

No comments.

Kevin Thomas motioned to go out of Public Hearing at 8:36 p.m. Seconded by Drew Ellerman. Motion carried unanimously.

7. Consideration and possible approval of Ordinance 2025-22 Amending the Street Impact Fee

Mayor Billings read the following summary written by Paige Chapman that was provided in the packet. “Hurricane City did an Impact Fee Study that was published in 2006 and the recommended fee at that time was \$3,898 for residential, \$336 per 1,000 sq ft for commercial, and \$332 per 1,000 sq ft for Industrial. Timeline of City Council: 5/6/2010 – approved ordinance changing the roads impact fee to \$2,452 for residential, \$198 per 1,000 sq ft for Commercial, and \$196 per 1,000 sq ft for Industrial. (Council approved this at 63% of the recommended fees for residential, 59% for commercial and industrial). 7/ 5/2012- Council voted to stop doing the annual review and to stop using the Turner Index Inflation factor. I have attached a spreadsheet that I made to show what the Turner Index Inflation would’ve looked like if Council approved the fees in 2008 (when it was first discussed to council) at 100% of the recommended fees to present. Residential is in the blue highlight, commercial in pink/purple, and Industrial in green. Residential with the inflation factor is at \$6,493.26, Commercial at \$559.71, and Industrial at \$553.04. On the right of the inflation table is the comparison with Washington and St. George. Residential is right in line with the two surrounding cities but we are proposing that this fee is no less than \$3,898, original recommendation from the impact fee study, and no higher than \$6,493.26, the original fee with the inflationary factor. Commercial we recommend \$559.71, original impact fee proposal at 100% with the inflation factor. This fee is still really low compared to \$2,332 in Washington and \$2,516 in St. George. Industrial we recommend \$553.04, original impact fee proposal at 100% with the inflation factor. This fee is still really low compared to \$3,405 in Washington and \$1,378 in St. George. The bottom of the spreadsheet you will see a graph that I made from our revenues in impact fees collected and expenditures from impact eligible projects. From 2008-2016 you can see that revenues and expenses were pretty close to each other and then in 2017-2018 we collected more than was spent. From 2022-present projects have really taken off and I believe the new “norm” will show going forward that street impact projects will be over \$2 million a year, from \$1 million in years past. We have over \$81,620,000 in 100% impact fee eligible projects identified that will be needed in the future and depending on how growth comes, we will need to be updated in our capital facility and impact fee studies.”

Paige Chapman stated that she discussed the matter with Kaden DeMille and Dayton Hall, and they agree that the proposed increase still falls within the legal scope of the original study. She noted that the increase would serve as a temporary measure until a new study can be completed. Mrs. Chapman provided examples comparing Hurricane’s fees to those of surrounding cities. Councilman Fawcett observed that the proposed fees are still lower than neighboring communities. Mrs. Chapman added that while the residential fee is in line with other cities, the original study recommended a higher fee due to Hurricane’s larger build-out. She recommended setting the residential fee at a midpoint between the proposed numbers

until a new study is completed. Mayor Billings stated that, per State regulations, the fee would become effective in 90 days. Cindy Beteag noted it would take effect immediately since this is not a new study, and Mr. Hall stated he would confirm the implementation timeline according to State Code. Mrs. Chapman recommended the highlighted commercial and industrial numbers and suggested the Council provide input on the residential fee, ideally setting it between the two highlighted options.

Kevin Thomas motioned to approve Ordinance 2025-22 Amending the Street Impact Fee at the recommended amounts \$559.71 for commercial and \$553.04 for industrial and no less than \$3,898 for residential. Seconded by Joseph Prete. Motion carried unanimously by a roll call vote.

8. Consideration and possible approval of right-of-way acquisition by Hurricane City on the 2400 West corridor

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. "Hurricane City has approved a preliminary plat for the Southern Dunes project. The proponents of the project have completed construction drawings and are only 1 step away from meeting all requirements for commencing construction. The right-of-way for 2400 West is not adequate to accommodate a standard 32-foot wide paved roadway. The necessity and requirement for this paved access is a situation that is similar to the second access issue that exists in Pecan Valley. There are over 200 units that have been approved in the area, including final plats and building permits for Southern Shores, and Cordero, and a preliminary plat for Southern Dunes. The proponents for the Southern Dunes project, in order to get a final plat approval and notice to proceed for construction, have been tasked with paving 2400 West from 3000 South down to their project, which also includes acquisition of right-of-way on the East side of the road along the Hurricane Enterprises, LTD property frontage. They have acquired an appraisal to determine fair market value and paid for a survey to get the alignment staked. They have offered to pay the appraised value to the property owner and have had phone and email conversations to negotiate and answer questions. The project proponents for Southern Dunes feel they have negotiated in good faith and have yet to make a deal with the property owner. This agenda item has been requested by the project proponent of the Southern Dunes to get the City's help to acquire the necessary right-of-way for masterplanned 2400 West."

Mayor Billings noted that multiple developments require this second access. Anthony Boteno reviewed the steps taken to secure the right-of-way, explaining that their group has facilitated discussions with the property owner and completed a specific appraisal suitable for eminent domain if necessary. He stated that the owner was notified that the item was on the agenda and verbally indicated she would sign the right-of-way agreement. Staff is currently preparing the agreement to send to her, but Mr. Boteno suggested the Council provide guidance on whether to proceed with eminent domain if the agreement is not signed. Councilman Fawcett asked what action is required tonight. Dayton Hall clarified that this agenda item is a discussion only, and the applicant is seeking Council support for staff to finalize the agreement with the

property owner. Councilman Thomas noted that eminent domain would only be considered in the future if the owner does not sign. Councilman Fawcett expressed that he does not support eminent domain but is in favor of staff working toward an agreement. Mayor Billings agreed and suggested the City consider paying the owner's back taxes as part of the negotiation.

Drew Ellerman motioned to direct staff to move forward with whatever is needed for either acquisition or eminent domain for the 2400 West corridor. Seconded by Kevin Thomas. Motion carried with Kevin Thomas, Drew Ellerman, and Joseph Prete voting aye. Clark Fawcett voted nay.

9. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-22, a proposed zone change located at 340 N Park View Dr. from Single Family Residential R1-8 to Multiple Family RM-1; parcel H-4-1-36-2000; PM Development Corp., Applicant; Chase Statton, agent

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a zone change from Single Family Residential R1-8 to Multiple Family RM-1 on approximately 4.5 acres of a larger 25-acre parcel located at 340 N Park View Drive with the intent of constructing detached single-family residences in a multifamily zone. The development standards and setbacks in a multifamily zone would allow more flexible development for a single-family project than in the typical single-family zones. A public hearing on the proposed zone change was held at the November 13, 2025, Planning Commission meeting and 5 public comments were made in objection to the application, and 1 written comment was received. The objections voiced ranged from concerns about low-income and multifamily housing, obstruction of views, incompatibility with the General Plan, and potential increases in traffic congestion. The Planning Commission shared concerns that the request for a multifamily zone is not consistent with the single-family General Plan designation. The applicant also proposes to enter into a development agreement with the city to restrict development to single-family homes and to prohibit multifamily buildings, which the Commission was reticent to consider. The Planning Commission's decision was to recommend denial of the RM-1 zone, and instead, that the City Council consider approval to rezone the property to Single Family Residential R1-6 with the standard setbacks. The vote was unanimous. Findings: In making a decision to approve or deny a zone change amendment, the following factors should be considered: 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," and the proposed RM-1 multifamily zone does not conform with this land use designation. While under strict adherence to the General Plan, multifamily uses would not be compatible with the existing adjacent single-family residential development, but a project limited to single-family homes could be considered conforming. A less intense, single-family use of a multifamily zone would potentially allay concerns about incompatible high density adjacent to existing single-family residences. 2. *Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?* Single-family development

could be considered compatible with surrounding area. 3. *Will the proposed amendment adversely affect the adjacent property?* The proposed zone change is not anticipated to adversely impact the area if development is limited to single-family homes. 4. *Are public facilities and services adequate to serve the subject property?* Services and public facilities are adequate to support any future development. While staff does not find that the proposal completely satisfies the four considerations for a zone change, the concerns regarding General Plan conformance and compatibility with neighboring developments could be sufficiently mitigated through a development agreement requiring that the property be developed with single-family homes.”

Chase Stratton stated that they do not want RM-1 zoning. Instead, they are seeking R1-4 with modified setbacks, but the current code does not allow R1-4 next to R1-10. He explained that the land layout allows for larger lots, similar to R1-4, but with reduced frontage and smaller side setbacks. The intent is to provide more affordable homes, as larger homes would not be compatible next to the adjacent storage units.

Michelle Cloud stated that the City is facing an attainable housing crisis that requires multiple approaches to address. She explained that the proposed development could help meet that need. She referenced training she attended discussing the use of odd-shaped or “orphan” lots left after development. She acknowledged that the Planning Commission recommended denial because the property is not adjacent to an R1-8 zone, but noted that a road separates the adjoining property and it is next to storage units. She believes the site could be developed as multifamily with a development agreement or as smaller single-family lots and noted that this type of development is necessary to support attainable housing.

Marlin Mattlock read his letter opposing this development that was submitted and is included in the packet.

Jacob Larsen stated that he lives in a similar community and described it as a wonderful, family-friendly environment where children can safely go back and forth. He highlighted that more walkable neighborhoods contribute to stronger communities. Mr. Larsen noted that school enrollment has declined over the past year due to high housing costs, with families often doubling or tripling up in homes. He expressed support for the proposed development, stating it is a clear fit and will help provide much-needed housing diversity.

Councilman Ellerman noted that the proposed development adds only six units beyond what is already allowed, a relatively minor increase. He emphasized that the community is losing residents due to housing affordability. Mayor Billings stated that the lot sizes would help keep home prices lower. Mr. Stratton explained that they are requesting RM-1 zoning with a development agreement to allow smaller setbacks while remaining close to R1-4 standards. Councilman Thomas expressed support for exploring the proposal, while Councilman Fawcett opposed RM-1, preferring a zone compatible with surrounding uses and noting that views are not protected, although building height could be the same under any zone. Dayton Hall clarified that the Council could approve R1-4 with a development agreement without requiring additional noticing. Councilman Prete asked about sidewalks to Grandpa’s Pond. Mr. Stratton

acknowledged drainage issues but agreed to improvements along Park View Drive. He requested five-foot side setbacks per lot, a twenty-foot front setback for living areas, and twenty-five feet for garages, with usable yard space in the back. Mr. Cupp confirmed these provisions would need to be included in the development agreement. Councilman Ellerman noted that R1-4 zoning could allow more units than shown in the exhibit. Mr. Stratton offered to limit the project to twenty-two lots within the development agreement. Councilman Ellerman cautioned that development agreements could create legal issues if similar provisions are denied elsewhere, and suggested RM-1 with a development agreement might be a better approach. Mr. Stratton confirmed that roads would meet standards, homes would have two-car garages with driveways for parking, and storm drain basins would be required. When asked about providing additional parking in basin areas, he stated he does not want an HOA to manage common areas.

Drew Ellerman motioned to approve ZC25-22, a zone change request located at 340 N Park View Dr. from R1-8 to RM-1 subject to the development being limited to what is shown on the exhibit, a development agreement requiring a sidewalk along Park View Dr. and side setbacks of five feet and front setbacks of twenty feet to the living and twenty-five feet to the garage. Seconded by Kevin Thomas. Motion failed with Kevin Thomas and Drew Ellerman voting aye. Clark Fawcett, Joseph Prete voting nay, and Mayor Nanette Billings breaking the tie with a vote of nay.

Kevin Thomas motioned to approve ZC25-22, a zone change request located at 340 N Park View Dr. from R1-8 to R1-4 subject to a development agreement (1) requiring the applicant to construct a sidewalk along Park View Dr.; (2) allowing side setbacks of five feet and front setbacks of twenty feet to the living areas and twenty-five feet to the garage; (3) limiting the density to 22 lots as shown on the exhibit proposed by the applicant; (4) requiring the plat layout to substantially comply with the proposed exhibit; and (5) exempting the project from the proximity to residential zone requirements imposed on R1-4 projects by ordinance. Seconded by Clark Fawcett. Motion carried Kevin Thomas and Clark Fawcett voting aye, Drew Ellerman and Joseph Prete voting nay, and Mayor Nanette Billings breaking the tie with a vote of aye.

- 10.** Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-20, a proposed zone change located at 804 S 180 W from Residential Agricultural RA-1 to Single Family Residential R1-10; parcel H-3-2-3-1221; Maag Family Trust, Applicant; Kyson Spendlove, agent

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a zone change from Residential Agricultural RA-1 to Single Family Residential R1-10 on approximately 0.33 acres located at 804 S 180 W. A public hearing on the proposed zone change was held at the November 13, 2025, Planning Commission meeting and no comments or objections to the zone change were received. The Planning Commission discussed the proposal and expressed overall support of the zone change, and

voted unanimously to recommend approval subject to staff and JUC comments. Findings: In making a decision to approve or deny a zone change amendment, the following factors should be considered: 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 "Rural Residential." While the proposed zone change may not be consistent with the Future Land Use Map since the area was specifically redesignated as Rural Residential in 2024; however, the request could be interpreted as supporting one of the General Plan's stated goals to preserve and facilitate the continuation of existing agricultural uses by allowing the applicant to separate the residential portion of the property from the actively farmed land. 2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? The subdivision across the street (180 W) from this property is zoned R1-10, and many are about the same size as this is proposed to be. The houses to the south are zoned RA-1 but are closer to half an acre in lot size. Overall, this would be harmonious with the surrounding development. 3. Will the proposed amendment adversely affect the adjacent property? The requested zone change would only allow a lot split of the single-family home from the remaining agricultural field, which is not anticipated to have any adverse effects on adjacent properties. 4. Are public facilities and services adequate to serve the subject property? Services and public facilities are adequate to support the proposed zone change. Staff finds that the request supports the goals and objectives of the General Plan, and adequately meets the required code considerations for a zone change, and therefore recommends approval."

Kyson Spendlove clarified this is not a zone change request for the entire parcel only the section that is highlighted so it can be separated from the rest of the parcel.

Joseph Prete motioned to approve ZC25-20, a zone change request located at 804 S 180 West from RA-1 to R1-10 based on the staff report. Seconded by Keivn Thomas. Motion carried unanimously.

11. Consideration and possible approval of a General Plan Amendment to adopt and add a Water Element to the General Plan pursuant to Utah Code 10-20-404(2)(b). -Gary Cupp

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "Utah Code § 10-20-404(2)(b) requires that cities adopt an element, or appendix, to their General Plan that addresses water use in future development. Hurricane City has received a grant from the Utah Division of Water Resources to contract with Sunrise Engineering for the preparation of the required element. This General Plan element is advisory in nature and non-binding, like the rest of the General Plan, and includes recommendations for water conservation policies that may be adopted by the City for new development, existing development, and municipal operations. The drafting process included consultation with the Washington County Water Conservancy District and the Hurricane Water Department. By state mandate, cities must adopt a water element by the end of 2025. The new Water Element will address: • The effect of permitted development on water demand and infrastructure. • Water use reduction strategies for existing development. • Water use reduction strategies for future development. • Operational changes to reduce wasteful municipal practices. The Planning

Commission discussed the proposed water element at their November 13, 2025, public meeting and voiced concern that it will become binding ("today's guideline will become tomorrow's mandate") but ultimately recommended approval. Staff recommends approval and adoption in order to comply with the state mandate by the end of the year." Mayor Billings added that we already have standards in place that are similar to what is being proposed.

Drew Ellerman motioned to approve the General Plan Amendment to adopt and add a Water Element to the General Plan. Seconded by Joseph Prete. Motion carried unanimously.

12. Consideration and possible approval of an Economic Development Policy - Gary Cupp

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The City desires to attract businesses and companies capable of creating new, high-paying jobs that will improve the quality of life and increase the tax base within its boundaries; therefore, an Economic Development Policy is proposed. The City intends to incentivize appropriate target businesses in order to attract commercial, retail, and industrial projects exhibiting the potential to meet the City's goal of expanding its economic base. To accomplish the policy's aim, an Economic Expansion Committee (EEC) will be formed to review commercial, retail, and industrial projects that exhibit the potential to meet the City's goals of expanding its economic base, and identify appropriate areas in the city best suited for the development of such projects. The EEC will then make recommendations to the City Council to offer incentives to target businesses that might include: Expedited approval/review process for commercial projects. Infrastructure cost-sharing between the City and developer. Deferral of impact fees not at Building Permit but at CO. Sales tax, and or Property tax agreements. Any other successful incentives other cities have used. The EEC, will consist of representatives from Planning, Public Works, Engineering, Planning Commission, and City Administration, will meet to review proposals or applications for commercial, retail, and industrial projects that have the potential to meet the City's economic development goals. The EEC will evaluate projects based on the following criteria: Significant square-footage of commercial/retail space to be constructed. The average wage of planned new jobs. Capital expenditure investment. Type and number of new jobs created. Whether or not the jobs are related to headquarters or innovation operations. The company's corporate citizenry efforts (i.e., Do they meet legal, ethical, and economic obligations to benefit the City while maintaining profitability?). The Planning Commission discussed the proposed policy at its November 13, 2025, meeting and expressed overall support for the policy, but had concerns that it could be viewed as favoring large-scale business at the expense of mom-and-pop businesses. The Commission voted 3 to 2 to recommend approval of the policy to the City Council."

Councilman Thomas expressed concern about item #4 regarding sales and property tax agreements, noting that including it could lead to repeated requests in the future. He suggested it is adequately addressed under item #5 and should not be listed separately. Councilman Ellerman agreed. Patty Nation asked about offering a rebate instead of a direct incentive, explaining that this approach could motivate performance while giving back to the community. Mayor Billings suggested allocating 2% annually to local nonprofits. Councilman Prete stated he

689 appreciates Councilman Thomas's approach but is conflicted. He supports proactively attracting
690 businesses but is cautious about creating incentives that may become excessive or unnecessary.
691 He noted the value of having a point person while maintaining oversight. Mayor Billings pointed
692 out that this is only a policy; proposals would still go to the board and require Council approval.

693
694 Kevin Thomas motioned to approve the Economic Development Policy subject to removing
695 item #4 under incentives. Seconded by Drew Ellerman. Motion carried unanimously.

696
697 **13. Consideration and possible approval of a new IPA Representative**

698 Mayor Billings explained they reached out to her because Scott Hughes was still listed as the
699 representative.

700 Kevin Thomas motioned to approve Mike Johns as the new IPA Representative. Seconded by
701 Joseph Prete. Motion carried unanimously.

702
703 **14. Mayor, Council, and staff reports**

704 Councilman Fawcett stated that he met with the Water District to review their impact fee
705 study, which will be on the December 1st agenda for approval. He expressed support for the
706 work that has been done but noted he is not in favor of the fee increase, although it is lower
707 than previous rates.

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

709 A closed meeting was not needed.

710
711 **Adjournment:** Kevin Thomas motioned to adjourn at 10:16 p.m. Seconded by Joseph Prete.
712 Motion carried unanimously.



STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37 regarding accessory buildings in front yards; LUCA25-06.

Discussion: This item was continued to allow staff time to incorporate the City Council's direction received at the September 29, 2025 meeting where concerns were voiced about allowing ADUs and other accessory buildings in front yards. Council directed staff to revise the ordinance update to no longer include provisions for allowing accessory buildings in front yards, and also to proceed with only the various clean-ups and clarifications relating to the definitions of yards and setbacks in the land use code. Staff has now completed the revisions as directed. The latest drafts of the code amendment include updates to the definitions of yards and dwelling units, and the deletion of the terms "casitas" and "guesthouses" that have caused problems and conflicts with interpretation of the codes. Lastly, the use tables have been updated to reflect the proposed code changes.

Findings:

Recommendation: Staff requests another continuance to allow more time to incorporate the City Council's direction into the ordinance update. – Gary Cupp



STAFF COMMENTS

Agenda Date:	09/11/2025 - Planning Commission
Application Number:	LUCA25-06
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapters 3, 7, 13-17 & 37 regarding accessory buildings in the front buildable area of lots.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Updated discussion 09/11/2025

This item was tabled at the June 26th, 2025 meeting to allow staff to revise the proposed ordinance update based on the discussion with the Planning Commission at that meeting. Staff has now incorporated the Planning Commission's direction to update the land use code to only allow accessory buildings in the front buildable area on lots in agricultural and residential agriculture zones; and to allow accessory dwelling units (ADU) in the front buildable area in all zones where ADUs are permitted with the requirement of a conditional use permit for ADUs on lots under 0.5 acres in size. Staff has also updated the definitions for "dwelling units" and ADUs to address code conflicts that have been encountered regarding the use of casitas and guesthouses. Lastly, the use tables have been updated to reflect the code update.

Discussion:

This item was tabled at the June 12, 2025, meeting to allow more discussion regarding the question of whether or not accessory buildings should be allowed in residential front yards. Planning staff has proposed to update Title 10 chapter 3 to clarify dwelling unit definitions, and chapter 37 to allow accessory buildings in the front yard area of lots under certain conditions. Recently, a property owner requested to have an accessory dwelling unit (ADU) in his front yard, and staff initially denied the request based on Hurricane City Code (HCC) section 10-37-12(G)(1), which states that yards are to be unobstructed except for accessory buildings in a rear yard or interior side yard. In other words, this code section gives an exception allowing accessory buildings in the side and rear yards only, and since an ADU is an accessory building, it cannot be located in the front yard. But since the code does not explicitly disallow accessory buildings in front yards, staff ultimately cannot legally deny the property owner's request for an ADU in his front yard.

It is therefore proposed that the code be updated to explicitly allow accessory buildings in front yards, provided it is setback a minimum of 100 feet from the front property line.

Recommendation:

The Planning Commission should consider the proposed ordinance amendment and any public comments received at the public hearing. Staff recommends the Planning Commission make a recommendation of approval to the City Council.

Agenda Date:	09/25/2025 - Planning Commission
Application Number:	LUCA25-06
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 3 regarding the definition of accessory dwelling units.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Updated discussion for 09/25/2025, relating to the code update to allow accessory buildings in front yards:

After the last Planning Commission meeting on September 11, 2025, it was discovered that the packet for the meeting did not include the latest version of the proposed update to the definition of “accessory dwelling units.” City ordinances were intended to only allow no more than (up to) two accessory dwelling units on a property, if certain conditions are met. The version reviewed by the Planning Commission on September 11 still contained an exception that currently allows the construction of additional dwelling units if they are only used by family members. Since staff cannot confirm if such a unit would indeed be used by family members, the exception is not enforceable and has created a loophole that has resulted in the construction of additional dwelling units beyond what is permitted. The Planning Commission recommended approval of the updated definition cited below. Staff’s additional proposed changes are highlighted in red strikeout text:

“Accessory dwelling unit (ADU) means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, ~~by any person not qualifying as the property owner’s family;~~ and provides sleeping, kitchen, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. ~~Subordinate dwelling units which are used exclusively by the property owner’s family, shall not be considered ADUs.~~ Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.”

Recommendation:

Staff recommends the Planning Commission make a recommendation of approval to the City Council.

...

Accessory dwelling unit (ADU) means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, and provides kitchen, sleeping, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.~~that is being used to provide long-term or short-term housing of any person not qualifying as the property owner's family, as that term is defined in this section. Each subordinate residential dwelling unit meeting this definition shall constitute a separate ADU regardless of how the units are configured or accessed. Guesthouses and casitas shall be considered an ADU when used for long-term or short-term housing of any person not qualifying as the property owner's family. An ADU may be internal, attached, or detached from the primary dwelling. All ADUs must meet the requirements of chapter 41 of this title.~~

...

Dwelling unit means ~~one or more rooms in a dwelling conditioned living space~~ designed for or occupied as separate living quarters ~~which-that~~ provides s sleeping and sanitary facilities and ~~which-that~~ includes kitchen facilities, all for exclusive use by a single family maintaining a household or a single person or group utilizing the unit for a short-term stay.

...

[deleting definition from code]

~~*Guesthouse or casita* means a secondary dwelling unit, without kitchen facilities, located on a lot with one main dwelling unit which is:~~

- ~~A. Used for housing of guests without compensation;~~
- ~~B. Not sold separately from the sale of the main dwelling unit on the lot and encumbered by a recorded agreement which provides notice of this condition;~~
- ~~C. May be rented or leased pursuant to a license or permit to allow such use; and~~
- ~~D. Is served by the same utility connections as the main dwelling unit.~~

...

[deleting definitions from code]

~~*Building line, front* means a line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the entire width of the lot.~~

~~*Building line, rear* means a line parallel to the rear lot line and at a distance therefrom equal to the required depth of the rear yard and extending across the entire width of the lot.~~

~~*Building line, side* means a line parallel to the side lot line and at a distance therefrom equal to the required depth of the side yard and extending between the front and rear building lines.~~

...

...

[adding definition]

Setback means the minimum required distance to a structure from the property lines.

...

Yard means the area of a lot or parcel that includes the full width of the lot from the main building to any lot line. ~~an open space located between a front, rear, or side building line and an adjoining lot line which is unoccupied and unobstructed from the ground upward by any portion of a building or structure, except as specifically provided in this title.~~

...

[deleting definition from code]

Yard depth means the least horizontal distance between a lot line and a building line.

...

Yard, front means a space on the same lot with a building which is located between the front line of a building and the front lot line, extending across the full width of the lot, ~~between the front building line and the front lot line.~~ The depth of the front yard is the minimum distance required by this title ~~between the front lot line and the front building line.~~

...

Yard, rear means a space on the same lot with a building which is located between the rear line of the building and the rear lot line, extending across the full width of the lot, ~~between the rear building line and rear lot line.~~ The depth of the rear yard is the minimum distance required by this title ~~between the rear lot line and rear building line.~~

...

Yard, side means a space on the same lot with a building which is located between the side line of the building and the side lot line, extending from the front yard to the rear yard. ~~building line to the rear building line between the side building line and the side lot line.~~ The

width of a side yard is the minimum distance required by this title between the side building line and the side lot line.

Sec. 10-37-12. Lots and yards.

- A. *Every building on legally created lot.* Every building shall be located and maintained on a legally created lot as defined in this title, unless such lot is a legally nonconforming lot. Not more than one single-family dwelling or commercial structure shall occupy any one lot except as authorized by the provisions of this title.
- B. *Sale or Lease of required land.* No land needed to meet the size, width, yard, area, coverage, parking or other requirements of this title shall be sold, leased, or otherwise transferred away, whether by subdivision or metes and bounds, so as to create or increase the nonconformity of a lot, building, or site development. No lot having less than the minimum width and area required by the zone where it is located may be divided from a larger parcel of land, except as permitted by this section or by the Appeals Board pursuant to the requirements of this title.
1. A reduction in the minimum required area of a lot owned by the City, county, state, or other public entity or utility provider may be granted a special exception approved by the Appeals Board provided:
 - a. Such lot is used exclusively for public purposes; and
 - b. No living quarters are located on such lot.
 2. If a portion of a lot which meets minimum lot area requirements is acquired for public use in any manner, including dedication, condemnation or purchase, and such acquisition reduces the minimum area required, the remainder of such lot shall nevertheless be considered as having the required minimum lot area if all of the following conditions are met:
 - a. The lot contains a rectangular space of at least 30 feet by 40 feet exclusive of applicable front and side yard requirements, and exclusive of one-half of the applicable rear yard requirements, and such rectangular space is usable for a principal use or structure.
 - b. The remainder of the lot has an area of at least one-half of the required lot area of the zone in which it is located.
 - c. The remainder of the lot has access to a public street.
- C. *Reduction of minimum lot width and area requirements.* Minimum lot area or lot width requirements of this title shall not be construed to prevent the use of a lot for a single-family dwelling so long as such lot was:
1. Held in separate ownership on the effective date of this title; and
 2. Was legally created when it became nonconforming as to area or width.
- D. *Adjacent lots when used as one building lot.* When a common side lot line separating two or more contiguous lots is covered or proposed to be covered by a building, such lots shall constitute a single building site and the setback requirements of this title shall not apply to a common lot line if a document is recorded indicating the owner's intent to use the combined lots as a single development site. The setback requirements of this title shall apply only to the exterior side lot lines of the contiguous lots so joined.
- E. *Double frontage lots.* Lots having frontage on two or more streets shall be prohibited except for corner lots and double frontage lots in subdivisions which back onto streets shown on the City's road master plan. Such double frontage lots shall be accessed only from an internal subdivision street. Frontage on lots having a front lot line on more than one street shall be measured on one street only.
- F. *Setback measurement.* The depth of a required yard-setback area abutting a street shall be measured from the lot line except as set forth below:
1. In blocks where more than 50 percent of the buildable lots have main buildings which do not meet the current front yard setback of the zone where the block is located, the minimum front yard-setback

requirement for new construction shall be equal to the average existing front yard size on the block. In no case shall a front yard setback of more than 30 feet be required.

2. On lots with frontage on the curve of a cul-de-sac or "knuckle" street, the front setback may be measured from a straight line drawn joining the front corners of the lot. In no case may the living area be any closer than 15 feet from the back of sidewalk or the garage be any closer than 20 feet from the back of sidewalk.

G. *Yards and setback areas to be unobstructed; exceptions.* Yard and setback areas shall be open to the sky and unobstructed except for:

1. Accessory buildings in a rear yard or interior side yard but outside the setback areas;
2. The ordinary projections of window bays, roof overhangs, skylights, sills, belt courses, cornices, chimneys, flues and other ornamental features, which shall not project into a setback area more than four feet;
3. Open or lattice enclosed fire escapes and fireproof outside stairways and balconies, which shall not project into a setback area more than five feet; and
4. Any part of an uncovered deck or patio, excluding nonopaque railings.

No accessory buildings or ADUs shall be allowed in the front yard.

- H. *Yard space for one building only.* No ~~required~~ yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be considered as providing a yard or open space for any other building, nor shall any yard or other required open space on an adjoining lot be considered as providing a yard or open space on a lot whereon a building is to be erected or established.
- I. *Lot coverage.* In no zone shall a building or group of buildings with their accessory buildings cover more than 50 percent of the area of the lot.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2005-12, 6-2-2005; Ord. 2017-14, 8-17-2017; Ord. 2018-12, 10-18-2018)

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTERS 3, 12-17 & 37 WITH REGARDS TO DEFINITIONS OF DWELLING UNITS AND YARD AREAS

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapters 3, 12-17 & 37 with regards to definitions of dwelling units and yard areas; 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;

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 3, portions of Section 10-3-4 of the Hurricane City Code are amended to read as follows:

[updating the following definitions]

...

Accessory dwelling unit (ADU) means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, and provides kitchen, sleeping, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.

...

Dwelling unit means conditioned living space designed for or occupied as separate living quarters that provides sleeping and sanitary facilities and that includes kitchen facilities, all for exclusive use by a single family maintaining a household or a single person or group utilizing the unit for a short-term stay.

...

Yard means the area of a lot or parcel that includes the full width of the lot from the main building to any lot line.

...

Yard, front means a space on the same lot with a building which is located between the front of the building and the front lot line, extending across the full width of the lot.

Yard, rear means a space on the same lot with a building which is located between the rear of the building and the rear lot line, extending across the full width of the lot.

Yard, side means a space on the same lot with a building which is located between the side of the building and the side lot line, extending from the front yard to the rear yard.

...

[deleting following definitions from list]

...

~~*Guesthouse or casita* means a secondary dwelling unit, without kitchen facilities, located on a lot with one main dwelling unit which is:~~

- ~~A.— Used for housing of guests without compensation;~~
- ~~B.— Not sold separately from the sale of the main dwelling unit on the lot and encumbered by a recorded agreement which provides notice of this condition;~~
- ~~C.— May be rented or leased pursuant to a license or permit to allow such use; and~~
- ~~D.— Is served by the same utility connections as the main dwelling unit.~~

...

~~*Building line, front* means a line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the entire width of the lot.~~

~~*Building line, rear* means a line parallel to the rear lot line and at a distance therefrom equal to the required depth of the rear yard and extending across the entire width of the lot.~~

~~*Building line, side* means a line parallel to the side lot line and at a distance therefrom equal to the required depth of the side yard and extending between the front and rear building lines.~~

...

~~*Yard depth* means the least horizontal distance between a lot line and a building line.~~

[adding definition to list]

Setback means the minimum required distance to a structure from the property lines.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 37, Section 10-37-12 of the Hurricane City Code is amended to read as follows:

Sec. 10-37-12. Lots and yards.

- A. *Every building on legally created lot.* Every building shall be located and maintained on a legally created lot as defined in this title, unless such lot is a legally nonconforming lot. Not more than one single-family dwelling or commercial structure shall occupy any one lot except as authorized by the provisions of this title.
- B. *Sale or Lease of required land.* No land needed to meet the size, width, yard, area, coverage, parking or other requirements of this title shall be sold, leased, or otherwise transferred away, whether by subdivision or metes and bounds, so as to create or increase

the nonconformity of a lot, building, or site development. No lot having less than the minimum width and area required by the zone where it is located may be divided from a larger parcel of land, except as permitted by this section or by the Appeals Board pursuant to the requirements of this title.

1. A reduction in the minimum required area of a lot owned by the City, county, state, or other public entity or utility provider may be granted a special exception approved by the Appeals Board provided:
 - a. Such lot is used exclusively for public purposes; and
 - b. No living quarters are located on such lot.
 2. If a portion of a lot which meets minimum lot area requirements is acquired for public use in any manner, including dedication, condemnation or purchase, and such acquisition reduces the minimum area required, the remainder of such lot shall nevertheless be considered as having the required minimum lot area if all of the following conditions are met:
 - a. The lot contains a rectangular space of at least 30 feet by 40 feet exclusive of applicable front and side yard requirements, and exclusive of one-half of the applicable rear yard requirements, and such rectangular space is usable for a principal use or structure.
 - b. The remainder of the lot has an area of at least one-half of the required lot area of the zone in which it is located.
 - c. The remainder of the lot has access to a public street.
- C. *Reduction of minimum lot width and area requirements.* Minimum lot area or lot width requirements of this title shall not be construed to prevent the use of a lot for a single-family dwelling so long as such lot was:
1. Held in separate ownership on the effective date of this title; and
 2. Was legally created when it became nonconforming as to area or width.
- D. *Adjacent lots when used as one building lot.* When a common side lot line separating two or more contiguous lots is covered or proposed to be covered by a building, such lots shall constitute a single building site and the setback requirements of this title shall not apply to a common lot line if a document is recorded indicating the owner's intent to use the combined lots as a single development site. The setback requirements of this title shall apply only to the exterior side lot lines of the contiguous lots so joined.
- E. *Double frontage lots.* Lots having frontage on two or more streets shall be prohibited except for corner lots and double frontage lots in subdivisions which back onto streets shown on the City's road master plan. Such double frontage lots shall be accessed only from an internal subdivision street. Frontage on lots having a front lot line on more than one street shall be measured on one street only.

- F. *Setback measurement.* The depth of a required setback area abutting a street shall be measured from the lot line except as set forth below:
1. In blocks where more than 50 percent of the buildable lots have main buildings which do not meet the current front yard setback of the zone where the block is located, the minimum front setback requirement for new construction shall be equal to the average existing front yard size on the block. In no case shall a front yard setback of more than 30 feet be required.
 2. On lots with frontage on the curve of a cul-de-sac or "knuckle" street, the front setback may be measured from a straight line drawn joining the front corners of the lot. In no case may the living area be any closer than 15 feet from the back of sidewalk or the garage be any closer than 20 feet from the back of sidewalk.
- G. *Yards and setback areas to be unobstructed; exceptions.* Yard and setback areas shall be open to the sky and unobstructed except for:
1. Accessory buildings in a rear yard or interior side yard but outside the setback areas;
 2. The ordinary projections of window bays, roof overhangs, skylights, sills, belt courses, cornices, chimneys, flues and other ornamental features, which shall not project into a setback area more than four feet;
 3. Open or lattice enclosed fire escapes and fireproof outside stairways and balconies, which shall not project into a setback area more than five feet; and
 4. Any part of an uncovered deck or patio, excluding nonopaque railings.

No accessory buildings or ADUs shall be allowed in the front yard.

- H. *Yard space for one building only.* No yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be considered as providing a yard or open space for any other building, nor shall any yard or other required open space on an adjoining lot be considered as providing a yard or open space on a lot whereon a building is to be erected or established.
- I. *Lot coverage.* In no zone shall a building or group of buildings with their accessory buildings cover more than 50 percent of the area of the lot.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 12 is amended to remove the following term from “Residential Uses” in Table 10-12-1 of the Hurricane City Code:

TABLE 10-12-1
PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
RESIDENTIAL USES:					
—Guesthouse or casita	P	P	P	P	P

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 13 is amended to remove the following term from “Residential Uses” in Table 10-13-1 of the Hurricane City Code:

TABLE 10-13-1
PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones								
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1	RM-2	RM-3	MH/RV
RESIDENTIAL USES:									
—Guesthouse or casita	P	P	P	N	N	N	N	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 14 is amended to remove the following term from “Residential Uses” in Table 10-14-1 of the Hurricane City Code:

TABLE 10-14-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
RESIDENTIAL USES:		
—Guesthouse or casita	P	P

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 15 is amended to remove the following term from “Residential Uses” in Table 10-15-1 of the Hurricane City Code:

TABLE 10-15-1
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
RESIDENTIAL USES:					
—Guesthouse or casita	N	N	N	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 16 is amended to remove the following term from “Residential Uses” in Table 10-16-1 of the Hurricane City Code:

TABLE 10-16-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
BUSINESS AND INDUSTRIAL ZONES

Uses	Zones			
	BMP	PO	M-1	M-2
RESIDENTIAL USES:				
—Guesthouse or casita	N	N	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 17 is amended to remove the following term from “Residential Uses” in Table 10-17-1 of the Hurricane City Code:

TABLE 10-17-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
OPEN SPACE AND PUBLIC FACILITY ZONES

Use	Zones	
	OS	PF
RESIDENTIAL USES:		
—Guesthouse or casita	N	N

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

1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
3. This Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 18th day, December 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 18th day of December 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

TABLE 10-12-1
PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
RESIDENTIAL USES:					
— Guesthouse or casita	P	P	P	P	P

TABLE 10-13-1
PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones								
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1	RM-2	RM-3	MH/RV
RESIDENTIAL USES:									
— Guesthouse or casita	P	P	P	N	N	N	N	N	N

TABLE 10-14-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
RESIDENTIAL USES:		
— Guesthouse or casita	P	P

TABLE 10-15-1
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
RESIDENTIAL USES:					
— Guesthouse or casita	N	N	N	N	N

TABLE 10-16-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
BUSINESS AND INDUSTRIAL ZONES

Uses	Zones			
	BMP	PO	M-1	M-2
RESIDENTIAL USES:				
—Guesthouse or casita	N	N	N	N

TABLE 10-17-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
OPEN SPACE AND PUBLIC FACILITY ZONES

Use	Zones	
	OS	PF
RESIDENTIAL USES:		
—Guesthouse or casita	N	N



STAFF COMMENTS

Item: Consideration and possible approval of a appeal of the denial of a vacation rental license.

Discussion: The applicant has held a whole-home vacation rental license for a single-family residence since September 2021. During that time, the City has not received any complaints or concerns regarding the operation of the rental.

The license was not renewed for the 2025 licensing period. Staff issued multiple notices to the property owner, including:

- **August 15, 2025:** Initial renewal notice
- **October 6, 2025:** Renewal reminder
- **November 6, 2025:** Late fee notice
- **November 21, 2025:** Final failure-to-renew notice

The owner did not respond or remit payment following any of these notices. No inspection was scheduled or completed.

On December 2, 2025, following receipt of the failure-to-renew notice, the owner contacted the City requesting to appeal the failure to renew. Staff explained that the code does not provide an appeal process for a failure to renew. The owner was advised that they could reapply; however, staff would be required to deny the application due to the lapse, and that denial could then be appealed to the City Council. Staff also informed the owner that application and license fees are non-refundable, even if the Council upholds the denial, though the applicant may request an exception directly from the Council.

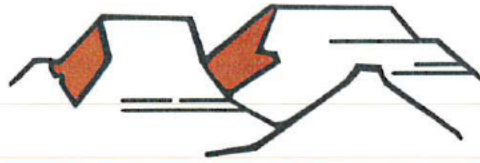
Staff recommends denial of the appeal. The applicant had a total of 45 days before and after the license expiration to complete the renewal and required inspection but failed to take any action during that time. – Cindy Beteag

Findings:

Recommendation:

Mayor
Nanette Billings

City Manager
Kaden DeMille



HURRICANE CITY

UTAH

City Council
David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

December 5, 2025

Kris Olmore
[REDACTED]

Hurricane UT 84737

To whom it may concern,

Hurricane City received an application for a vacation rental license along with payment of the license and application fees. This application was reviewed in accordance with licensing procedures, and it was determined that the license could not be approved and issued because whole house vacation rentals are not allowed in single-family dwellings as outlined in HCC-10-51-13.

Operating the business without a license would subject you to citation for operating without a valid business license.

If you wish to appeal against this decision, you must submit a written notice of appeal with the City Recorder within 15 days of this denial. Upon receiving a written notice of appeal, the matter shall be heard and decided by the City Council at the next City Council meeting.

If you have any questions regarding this matter, you may contact the Business License office at 435-635-2811 ext. 112 or by emailing licensing@hurricane.utah.gov.

Thank you,

Brienna Spencer

Brienna Spencer
Planning Technician/Licensing Clerk



Date of Application _____



147 N 870 WEST, HURRICANE, UTAH 84737
PHONE: 435-635-2811 FAX: 435-635-2184
www.cityofhurricane.com

License Fee	\$300.00
Application Fee	\$25.00
Total Due	\$325.00

VACATION HOME RENTAL APPLICATION

NOTICE: Please complete each statement below. Incomplete applications will not be accepted.

Property Owner Information

A list of all corporate officers or partners must be included. This list must include name, home address, and phone number.

Owner Name(s): Kris Olmore

Mailing Address: _____

City, State, Zip: Hurricane, UT 84737

Telephone: _____ Email Address: _____

Rental InformationRental Property Address: 628 N 200 W Hurricane

Mailing Address if different from owner: _____

Sales Tax Number: Taxed through AirBNBNumber of Bedrooms: 3 Number of On-Site Paved Parking Spaces: 2

- Maximum Occupancy is limited to ten (10) people unless there is a sprinkler system installed in the home

Management Company: Self ManagedContact Name: Kris Phone: _____

I certify that all information contained herein is accurate, to the best of my knowledge. I certify that I have read, understand, and will comply with the vacation rental regulations listed in the City of Hurricane Code 3-10-11. I certify that all designated bedrooms meet all local safety and building code requirements. I acknowledge that I will post the notice required in City of Hurricane Code 3-10-11 in this vacation home rental. I acknowledge that prior to using this property as a vacation home rental I must obtain all pertinent inspection approvals and pay all fees due. I acknowledge that the City has the right to inspect this property. I will notify the City of changes to the permit, management, mailing address or change of ownership. I understand I must keep my license current and that change of ownership is non-transferrable.

DocuSigned by:

Signature Property Owner: Kris Olmore Date: 12/2/2025

FCA2A128F1B2418...

OFFICE USE ONLY

Date paid: _____ Receipt: _____ Planning Approval: _____ Account Number: _____



HURRICANE CITY

EMERGENCY CONTACT RESPONSIBILITY

This is to inform you of your responsibility as the local contact for:

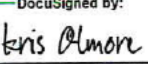
Property Owner: Kris Olmore

According to the City Code 3-10-11-Responsible party:

Each owner of a vacation home rental shall designate a responsible party who has access and authority to assume management of the unit and take remedial measures. The responsible party person shall be available 24 hours a day to respond to tenant and neighborhood questions or concerns within (1) one hour. An owner of a vacation home rental who resides in Hurricane City may designate himself/herself as the responsible person. Any change in the local contact person's address or telephone number shall be promptly furnished to the City Business License Clerk.

Due to the language "assume management of the unit and take remedial measures", you are responsible for contacting the renters when you have been notified of noise or parking complaints. You may be contacted by the Hurricane City Police Department or by neighbors to secure the property as needed. Therefore, your phone number will be available upon request to police staff, as well as to all the neighbors, and will be posted on the vacation home sign for the renter's and police.

Local Contact Name: Kris Olmore

Local Contact Signature: 

Local Contact Address: [REDACTED] Hurricane, UT 84737

Phone: [REDACTED] Date: 12/2/2025

.....
If you agree to these guidelines, please sign this notice and return to:

Hurricane City
Attn: Business Licensing Office
147 N 870 West Hurricane, UT
84737

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811

11/21/2025

KRIS OLMORE

[REDACTED]
HURRICANE UT 84737

To Whom It May Concern:

The deadline to renew your business license is forty five (45) days after the expiration date. As of today, no payment has been received; therefore, your right to renew your license has been forfeited.

Upon receipt of this notice you are hereby ordered to cease and desist all business activity. Failure to abide by this order will place you in violation of Hurricane City Code 3-10-12. A person in violation of this ordinance shall be guilty of an infraction and issued a citation of \$750.00 per day.

If you have any questions regarding this matter, you may contact the Business License Office at 435-635-2811 x120.

Sincerely,

Karri Richardson
Licensing Clerk
Hurricane City



STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-24 amending Title 10 Chapter 37 Section 10 regarding the definition of front yards on flag lots; LUCA25-12.

Discussion: Staff was directed by the City Council recommend a way to allow flag lots to be more optimally developed. To this end, staff proposes to amend the front yard setback standards for flag lots found in Title 10, Chapter 37, Section 10-37-10(B)(5) that currently designates the entire bottom of the “flag” portion of a flag lot as the front yard. The code currently reads:

“The front yard of a flag lot shall be on the side of the flag portion which connects to the staff. Yard setbacks shall conform to the setback requirements of the zone in which the flag lot is located.”

Since the entire bottom of the flag is the front yard pursuant to this code section, it therefore demands that a front setback also extend across this area. Staff proposes to amend this section of code to read:

“The front yard setback area of a flag lot shall extend the distance required by the applicable zone in which the flag lot is located from the point where the side of the flag portion connects to the staff as depicted in Figure 37-1. Other yard setbacks shall also conform to the setback requirements of the zone in which the flag lot is located.”

This change will allow a lesser side yard or rear yard setback distance along the bottom of the flag portion of the lot, which will in turn allow development in an area of the lot that currently cannot be developed under the existing standard. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission expressed that the proposed update is very reasonable and voted unanimously to approve the code update. --Gary Cupp

Findings:

Recommendation:

Agenda Date:	12/11/2025 – Planning Commission
Application Number:	LUCA25-12
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 37, Section 10 regarding front yard setback standards for flag lots.
Recommendation:	Approve
Report Prepared By:	Gary Cupp

Discussion: Staff was directed by the City Council recommend a way to allow flag lots to be more optimally developed. To this end, staff proposes to amend the front yard setback standards for flag lots found in Title 10, Chapter 37, Section 10-37-10(B)(5) that currently designates the entire bottom of the “flag” portion of a flag lot as the front yard. The code currently reads:

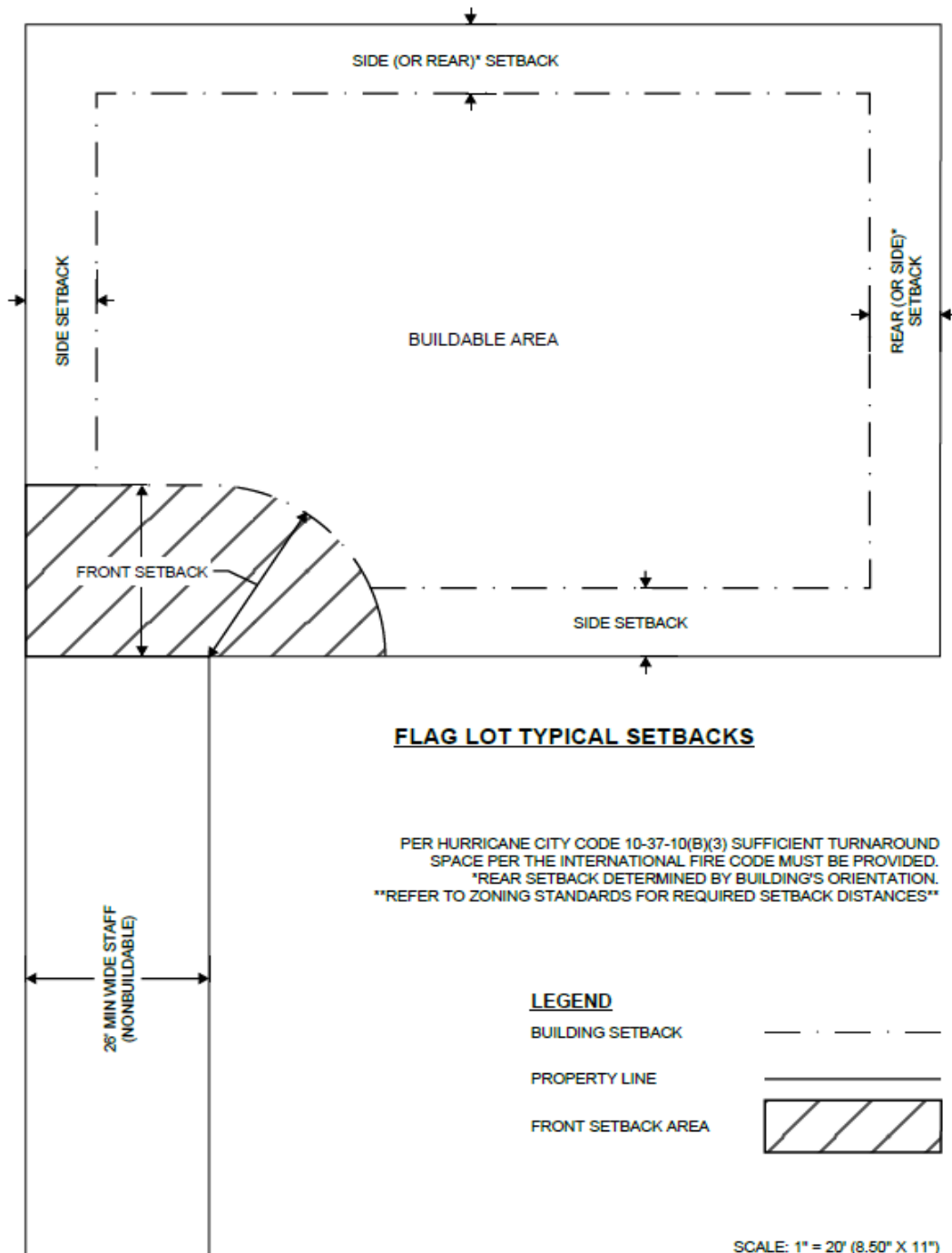
“The front yard of a flag lot shall be on the side of the flag portion which connects to the staff. Yard setbacks shall conform to the setback requirements of the zone in which the flag lot is located.”

Since the entire bottom of the flag is the front yard pursuant to this code section, it therefore demands that a front setback also extend across this area. Staff proposes to amend this section of code to read:

“The front yard setback area of a flag lot shall extend the distance required by the applicable zone in which the flag lot is located from the point where the side of the flag portion connects to the staff as depicted in Figure 37-1. Other yard setbacks shall also conform to the setback requirements of the zone in which the flag lot is located.”

This change will allow a lesser side yard or rear yard setback distance along the bottom of the flag portion of the lot, which will in turn allow development in an area of the lot that currently cannot be developed under the existing standard. The proposed Figure 37-1 is pasted below to visually illustrate the suggested setback adjustment for flag lots:

FIGURE 37-1

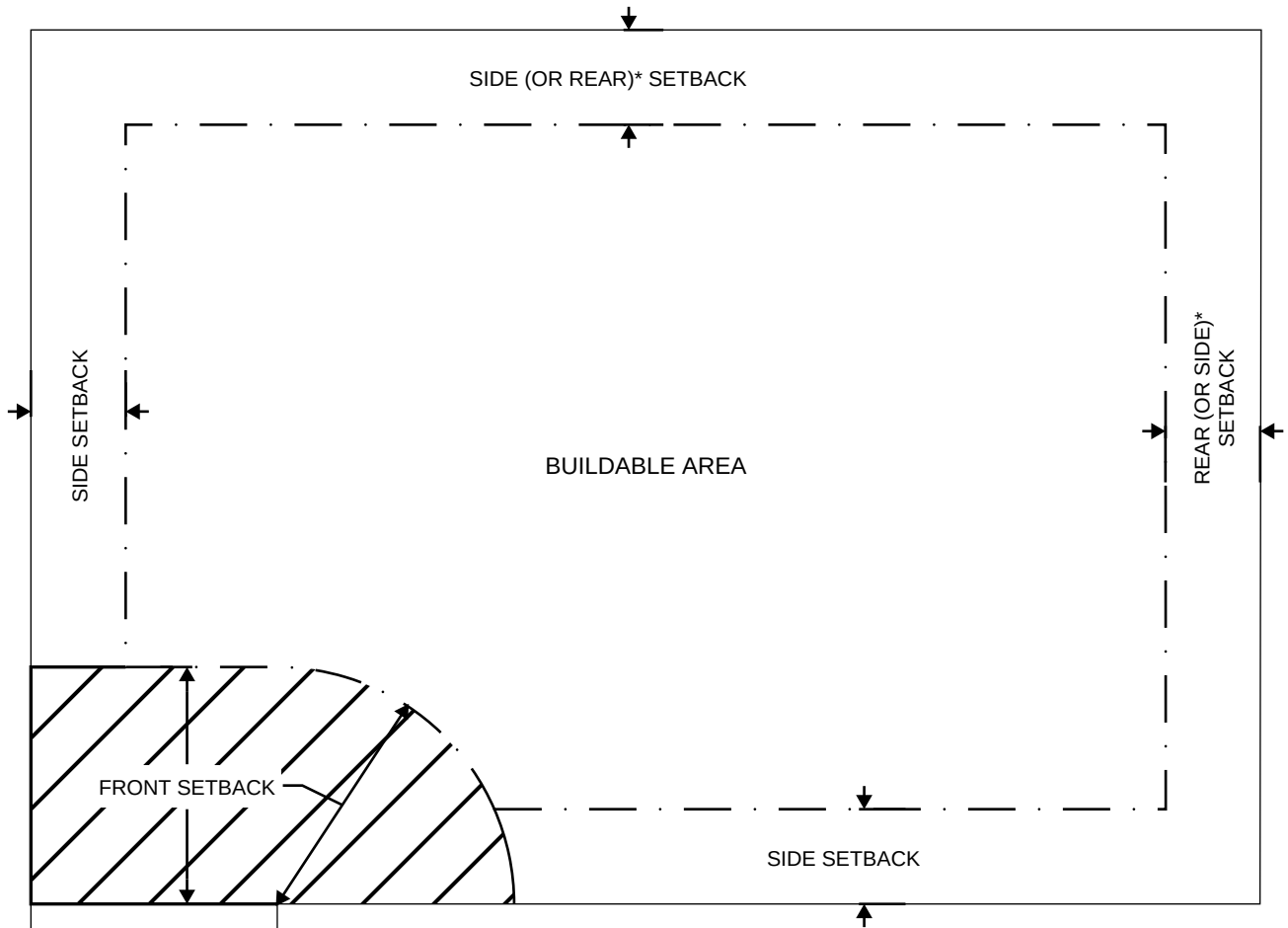


Power Department: The Power Department has reviewed the proposed code update and commented that they do not generally have concerns with flag lots as long as the property owners understand that they will need to run primary power into the flag lot for it to work. Sometimes the power source is further away than they expect so there can also be added expense to accommodate power service. They recommended that the “flag pole” portion should be increased to at least 30’ wide in order to get proper separation from each utility. Power requires 10’ from water, gas, or sewer. Currently the required staff width is 26 feet.

Engineering Department: The Engineering Department urged that room for adequate fire-turnaround, if needed, be provided and protected by easement. The code has been updated to reflect this.

Recommendation:

Staff requests that the Planning Commission send a recommendation of approval of the proposed land use code amendment to the City Council.



FLAG LOT TYPICAL SETBACKS

PER HURRICANE CITY CODE 10-37-10(B)(3) SUFFICIENT TURNAROUND
SPACE PER THE INTERNATIONAL FIRE CODE MUST BE PROVIDED.
*REAR SETBACK DETERMINED BY BUILDING'S ORIENTATION.
REFER TO ZONING STANDARDS FOR REQUIRED SETBACK DISTANCES

LEGEND

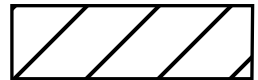
BUILDING SETBACK



PROPERTY LINE



FRONT SETBACK AREA



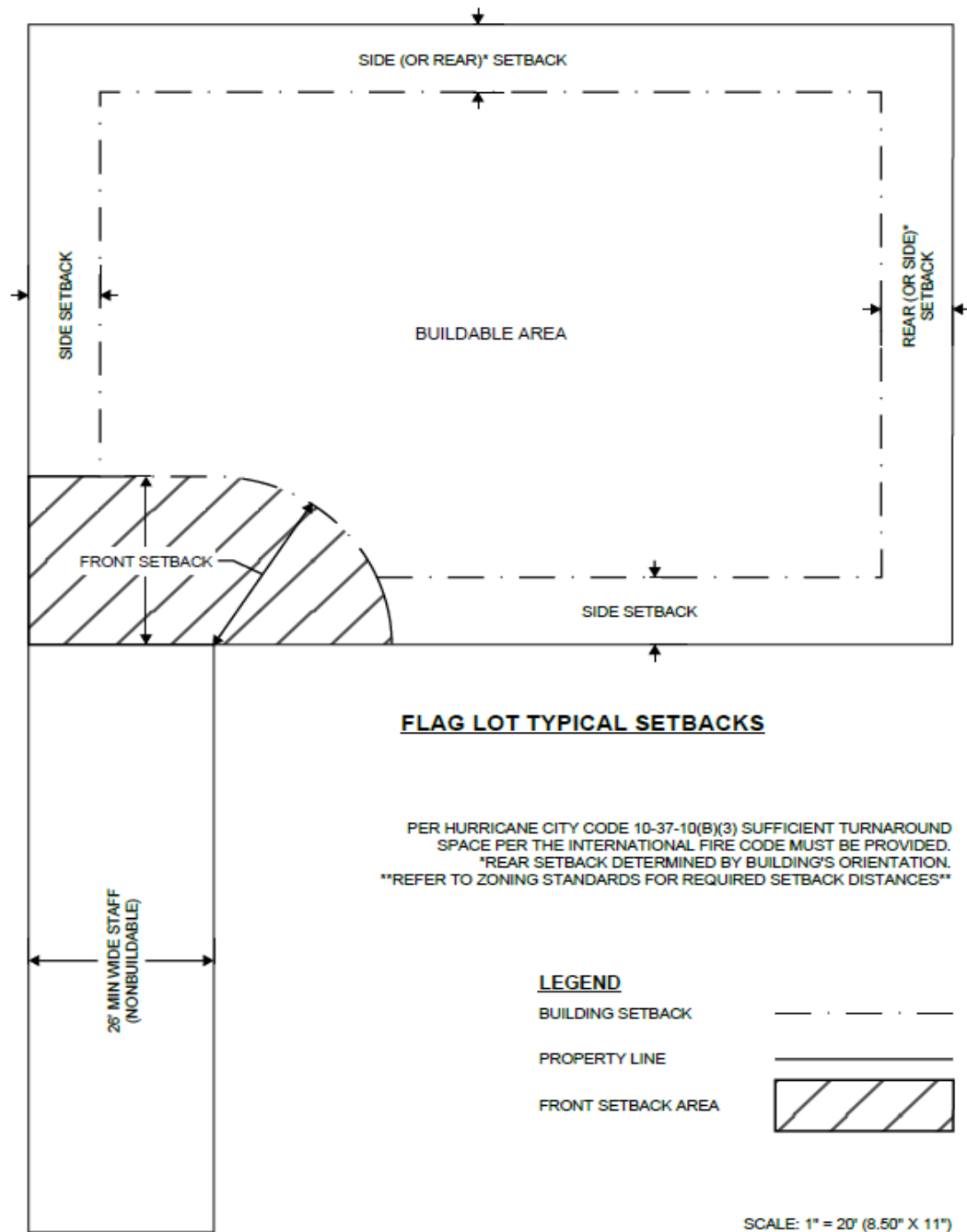
SCALE: 1" = 20' (8.50" X 11")

Sec. 10-37-10. Flag lots.

A flag lot for one single-family dwelling may be allowed to accommodate the development of property that otherwise could not reasonably be developed under the regulations contained in this title or other titles adopted by the City. The primary purpose of this section is not to make development of property easier and more profitable. Rather, it is to serve as a "last resort" for property which may not otherwise be reasonably developed.

- A. *Factors.* When property is subdivided, flag lots shall not be approved by right but may be allowed after considering the following:
1. More than two flag lots with contiguous staffs should be avoided;
 2. Whether development of the property in question under normal City land use and subdivision regulations is reasonable and practical; and
 3. Creation of a flag lot should not foreclose the possibility of future development of other large interior parcels that are not developable unless a street is extended to them across other adjacent properties.
- B. *Development standards.* When flag lots are permitted, they shall be subject to the following conditions:
1. A flag lot shall be comprised of a staff (narrow) portion that is contiguous with a flag (wide) portion.
 2. The staff portion of the lot shall front on and be contiguous to a public street. The minimum width of the staff portion at any point shall be 26 feet. However, a greater staff width for lots within the sensitive lands overlay zone may be required. The maximum length of a staff shall be 500 feet. The maximum grade of a staff shall not exceed 12 percent.
 3. The size of the flag portion of a lot shall conform to the minimum lot size requirement of the zone in which the lot is located. Sufficient turnaround space per the fire code shall be provided. Fire turnaround space shall be protected by recorded easements.
 4. No building or structure shall be located within the staff portion of a flag lot.
 5. The front yard setback area of a flag lot shall extend the distance required by the applicable zone in which the flag lot is located ~~be on from the point where~~ the side of the flag portion ~~which~~ connects to the staff as depicted in Figure 37-1. ~~Other~~ Yard setbacks shall also conform to the setback requirements of the zone in which the flag lot is located.
 6. A main building shall be located no more than 250 feet from a fire hydrant, measured along a public or private right-of-way or along the staff portion of a flag lot. An easement for any fire hydrant located on private property shall be provided to the City for access to and maintenance of the hydrant.
 7. Upon review the City may require installation of curb, gutter and other drainage control measures in the staff portion of a flag lot to prevent runoff from entering neighboring properties.
 8. Clear address signage shall be installed and maintained at the street by the owner, including notice that the driveway is a private right-of-way.
 9. The new residential structure to be constructed on a flag lot shall be no higher than the average height of all residential structures within a 300-foot radius of the proposed structure.
 10. Before a flag lot is approved the joint utility committee must approve the design and location of all facilities needed to accommodate a single-family dwelling. Construction of the approved facilities must be complete before a building permit will be issued for the lot.
-

FIGURE 37-1



(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2007-17, 7-5-2007; Ord. 2008-10, 6-5-2008)

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10 CHAPTER 37 REGARDING FRONT YARD REQUIREMENTS ON FLAG LOTS.

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 37, Section 10-37-10 with regards to front yard setback requirements on flag lots; 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 10, Chapter 39, Section 10-37-10 of the Hurricane City Code is amended to read as follows:

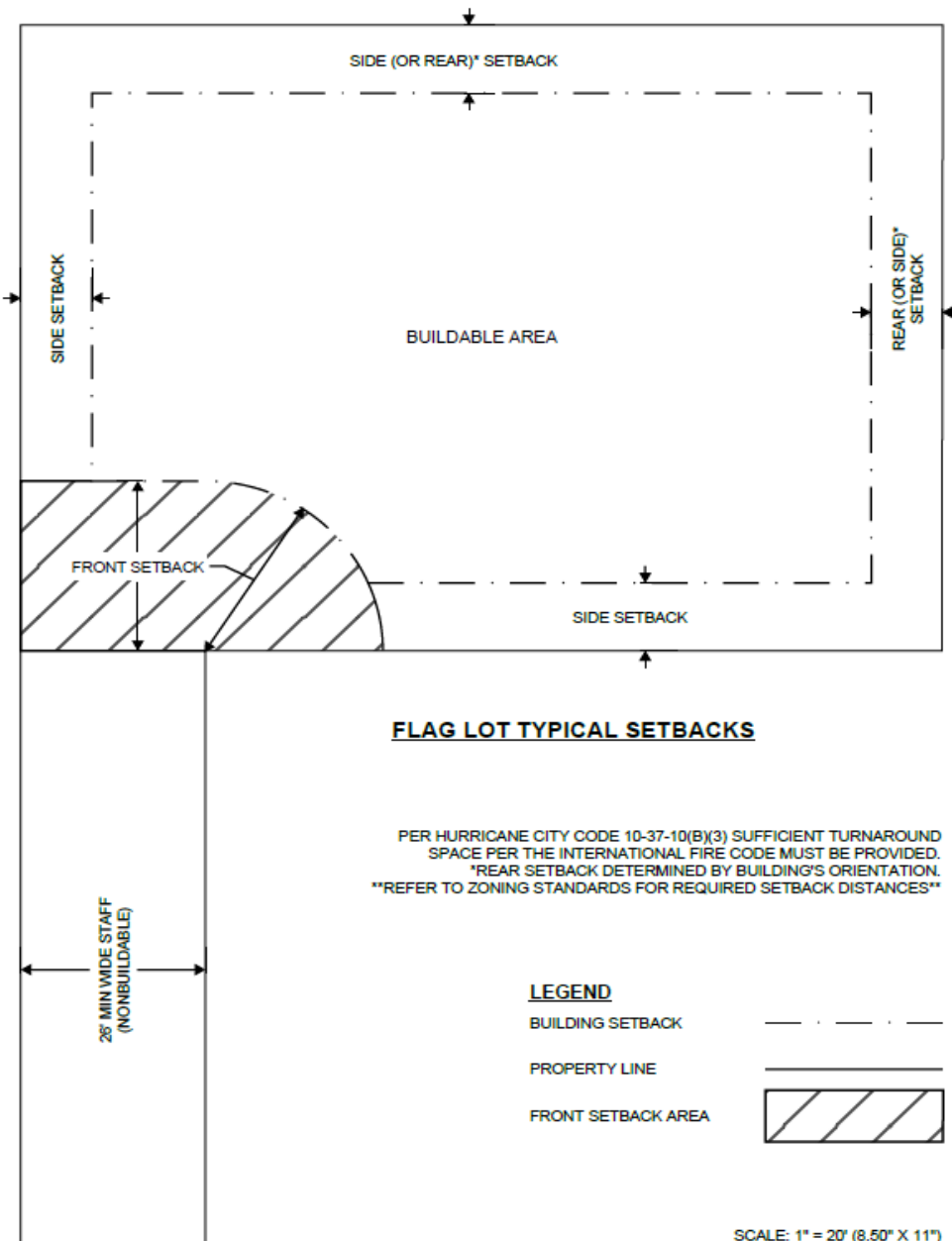
Sec. 10-37-10. – Flag Lots.

A flag lot for one single-family dwelling may be allowed to accommodate the development of property that otherwise could not reasonably be developed under the regulations contained in this title or other titles adopted by the City. The primary purpose of this section is not to make development of property easier and more profitable. Rather, it is to serve as a "last resort" for property which may not otherwise be reasonably developed.

- A. *Factors.* When property is subdivided, flag lots shall not be approved by right but may be allowed after considering the following:
 - 1. More than two flag lots with contiguous staffs should be avoided;
 - 2. Whether development of the property in question under normal City land use and subdivision regulations is reasonable and practical; and
 - 3. Creation of a flag lot should not foreclose the possibility of future development of other large interior parcels that are not developable unless a street is extended to them across other adjacent properties.
- B. *Development standards.* When flag lots are permitted, they shall be subject to the following conditions:
 - 1. A flag lot shall be comprised of a staff (narrow) portion that is contiguous with a flag (wide) portion.
 - 2. The staff portion of the lot shall front on and be contiguous to a public street. The minimum width of the staff portion at any point shall be 26 feet. However, a greater staff width for lots within the sensitive lands overlay zone may be required. The maximum length of a staff shall be 500 feet. The maximum grade of a staff shall not exceed 12 percent.

3. The size of the flag portion of a lot shall conform to the minimum lot size requirement of the zone in which the lot is located. Sufficient turnaround space per the fire code shall be provided. Fire turnaround space shall be protected by recorded easements.
4. No building or structure shall be located within the staff portion of a flag lot.
5. The front yard setback area of a flag lot shall extend the distance required by the applicable zone in which the flag lot is located from the point where the side of the flag portion connects to the staff as depicted in Figure 37-1. Other yard setbacks shall also conform to the setback requirements of the zone in which the flag lot is located.
6. A main building shall be located no more than 250 feet from a fire hydrant, measured along a public or private right-of-way or along the staff portion of a flag lot. An easement for any fire hydrant located on private property shall be provided to the City for access to and maintenance of the hydrant.
7. Upon review the City may require installation of curb, gutter and other drainage control measures in the staff portion of a flag lot to prevent runoff from entering neighboring properties.
8. Clear address signage shall be installed and maintained at the street by the owner, including notice that the driveway is a private right-of-way.
9. The new residential structure to be constructed on a flag lot shall be no higher than the average height of all residential structures within a 300-foot radius of the proposed structure.
10. Before a flag lot is approved the joint utility committee must approve the design and location of all facilities needed to accommodate a single-family dwelling. Construction of the approved facilities must be complete before a building permit will be issued for the lot.

FIGURE 37-1



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 18th day, December 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 18th day, December 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

While discussing soils conditions with Mike Versimak, he mentioned the scope of soils failures at the North Slope subdivision that included “houses settling” and infrastructure failures that were “really bad”. This subject is a critical component to this agenda item. In that same conversation, I brought up 3000 South road and he talked about the “hundreds of thousands of dollars” being spent to repair the settling damages. Then he mentioned that the Balance of Nature project was asking for a “punch list” for final inspection and it was not going to pass. Most of the damages we discussed will be paid for by the taxpayer. The exception will be the homes he mentioned that were settling in North Slope. There will likely be litigation between the developers, builders and home owners over the millions of dollars in damages. It seems likely that the city will be involved in this possible litigation adding insult to the ongoing injury of spending tax dollars on the litigation as well as maintenance of failures.

I want to explore the possible explanations for such ongoing and prevalent soils condition failures, why it's so wide spread, and who will pay for it.

First let's include what most of us agree on, to this consent agenda:

1. The projects were submitted with engineering that relied on soils reporting for their engineering recommendations. These plans went through a review by competent city employees along with competent JUC partners.
2. The projects were approved.
3. Soils reporting was done by geo-tech companies.
4. In all cases, the dirt work and underground utilities were installed by high quality construction companies. This work was inspected by trained professionals and confirmed procedures and recommendations were followed.
5. Curb, gutter and sidewalks with surrounding asphalt was installed, inspected, tested, all to the standards required by the engineering that was following the geo-tech standards and recommendations. This work was inspected and completed by trained and professional individuals.
6. In the case of North Slope, multiple high-quality contractors have built homes that were engineered and constructed being governed by soils reports and recommendations. Assumably, as is common, multiple geo-tech companies were used in the subdivision by different general contractors. It is typical for these contractors to use their preferred geo-tech companies based on many factors including cost, availability, etc.
7. All of these three projects were mass over excavated, and mass compacted during re-install of soils, then mass graded, including all future tax payer maintained areas

like streets, sidewalks and c&g. This procedure differs from the current process at the airport.

8. According to Mike, all 3 projects are in a state of failure due to settlement. Failure to adequately mitigate collapsible soils will potentially cost the tax payers and private citizens millions of dollars.

The common denominator and single point of failure seems to be the geo-tech companies' recommendations. NOT the professionals that followed and relied on the recommendations, but rather the recommendations themselves. Recommendations that most, including me, were supplied by well meaning, competent, licensed, well trained, geo-tech companies and engineers working for said companies. And still, they are failing on a catastrophic level.

How does this apply to the Hurricane City Airport?

1. The city accepts recommendations at the airport that are LESS stringent than the above examples of failures.
2. These failures at the airport are almost guaranteed because of current "loopholes" in the requirements by the city at the airport "subdivision" that allow the geo-tech companies to produce a report and recommendations that are not consistent "site wide". In other words, the city does not require the same mass grading, mass settlement by water, core samples to verify the depth of water penetration (very very important), mass re-install and site wide soils mitigation as it required adjacent to the airport on another private development. Are there current failures in that subdivision?
3. The city currently accepts its "subdivision" to be built a single lot, including infrastructure, at a time. This unique approval on its owned property has significantly contributed to the problems related to maintenance at the tax payer's expense.
4. I am in no way advocating for the city to become a developer of its subdivision. I am in no way suggesting that the city uses tax dollars to meet these standards of construction. The ROI for such spending created by the tiny amount of rent per year produced by each land lease or hangar owner, will never be justifiable to the public.

Why should the public and the city insist that the airport be held to the same minimum of standards the adjacent projects are subject to for soils mitigation?

1. We know by example that the current sub-standard recommendations for soils mitigation are going to fail at the tax payers expense. Recent asphalt, curb and gutter, drain boxes and drain lines were not built to the same standards as the above three projects that are failing. It's important to note that the owner, contractors and inspectors are not to blame. It seems like they met the "different rules of standards" that are currently applied at the airport.
2. Even though the tax payers are held accountable for the maintenance inside the airport, they are not allowed to use the same infrastructure as in the above failing projects. Our citizens are not using the walkways inside the airport to conduct daily business. Our school busses are not using the roadways inside of the airport to deliver our children to school. The gate is locked and access is denied to literally 99.99% of the city taxpayers to use in their daily lives.

Who is responsible?

1. We have had many years of on-going changes to the recommendations for soils mitigation. I submit that all of these changes have been reactive. It is common for policy and procedures to predictably fail if they are only dealt with in reaction to a failure.
2. I ask the question, who in the city is responsible to recognize trends or single failures in policy or procedure in subdivision and road construction? What I can say for certain is that is not me! Who has failed to bring this theory to the council with recommendations to fix? The pattern of failure is years long, reactive not proactive, and observed in high percentages of said failures in most projects built on collapsible soils. This has to change immediately.
3. Who will be responsible for continuing the reactive trend of failures in recommendations on city owned property at the airport? At who's expense?

Conclusions:

1. I have presented the Airport board and the city with a theory that explains the current wide spread failures in soils mitigation. The theory here-in is supported with witness quote by the Public Works Director along with verifiable examples procedural and policy changes needed. The question of whom is responsible for the past is way less important than whom will be responsible for inaction to this theory in the future.

2. Not knowing how to pay for “mass grading and mass settlement” is not an excuse to accept new applications for leased ground and approve airport projects that we know will fail at the taxpayer’s and future lessee expense.
3. Until the answer of who will pay for it the council should suspend all lease applications at the airport unless the applicant is willing to lease the full footprint of required construction, including maintenance. The city should consider requiring a bond if said scope of work is deemed high enough in cost to repair above the normal lessees’ reasonable ability to afford. Bottom line, the lease should require insurance or bond equal to estimated cost to fix.
4. Disclosure is critical. This theory, hereby found, along with supporting or dissenting opinions should be disclosed, in writing, to all future applicants at the airport. This is an important step in reducing exposure from lease applicants in the future. The city has been sued for soil failures at the airport in the past, resulting in great cost to the taxpayer.
5. Action by the council to investigate this theory of point of failure in the process, and move to cause the Director of Public Works (if it’s his job) to recommend proactive, working solutions to the wide spread soils conditions failures. Then, report the findings and recommendations to the council for consideration, is critical to lessen the city exposure.

Additional argument for lease expansion/modification to reduce taxpayer burden.

1. Even if all the above is mitigated, the fact remains that 99.99% of Hurricane City residents are not allowed by rules, regulations, policy and law to freely use the facilities around the leased hangers and other private projects inside the airport boundary. I know of no other location that the city maintains with taxpayer dollars, inaccessible walkways and “roadways” that they are required to maintain for what is in many cases private businesses that profit from these tax dollars spent. If anyone at Hurricane wants to lease ground from the city to build any structure for personal or commercial profit use, the lessee must be required to maintain the facilities at their expense.
2. The residents of Hurricane will be provided with a copy of this theory by submission into this meeting’s minutes. It will be very hard for the city to explain why the “parking lot” in front of the “for profit private gas station” at the airport is paid for and maintained by the taxpayers, that the side yards, light poles, electricity for light poles, drainage system etc., all used by airport users, (some to make money), without access by the public, has been built and is maintained by their tax dollar.

They will have a hard time understanding why that is different than the “parking lot” in front of the Chevron station that is maintained by private dollars but yet is still available to our daughters to pull over and use freely in a need for safety or to change a simple flat tire.

3. Public scrutiny of the airport is growing rapidly, we all agree on that. SUU helicopters, the fight about the lights, but most importantly the current high rate of use at the airport by high traffic legal pattern work is contributing to that scrutiny. Increased negative scrutiny is being fueled by a few bad apples that refuse to follow the Noise Abatement Policy. We will build 100’s of houses around the airport that will bring more attention to us, especially with the increase of use as well as the increase of “bad” actors breaking the Rules and Regulations. If you count the hangars along with the leased tie down spots that require regular maintenance, there are only 33 citizens of Hurricane. That is a big deal to the citizens of Hurricane! If the City Council changes the lease to include the maintenance of the required “build out”, it gives the city officials the ability to tell the citizens that will be in their ear, that the city has made changes to its policy WITH the recommendation to do so by the airport users.

I am sure many of you have disagreements with the public’s perception of “few citizens benefit”, playground for the rich, why they should pay for the airport, public safety, etc, etc, etc..... I submit to you that the vast majority only care about the cost and the noise, it’s just a simple fact. They care that there are only a very, very few Hurricane City residents versus nonresidents that own hangars and lease tie down spots in relationship to the cost and noise. The only way the airport has a bright future is to recognize these facts and do our best to mitigate the same cost and noise.

Motion.

I make a motion to recommend that the city council increases the lease foot print on any NEW leases at the Hurricane City Airport with the intent to move the maintenance of the building and surrounding improvements to include the required improvements attached to the approval of the lease. The side yards and back yards should extend to adjoining neighbors without city-maintained space between. The lease should extend a minimum distance of at 15 feet in front of the hangar into the apron. But not exclude drainage or utility easements required to build the project on the leased ground. Many leases may need

to be negotiated for long term inclusion of "offsite" extensions of utilities. These negotiations may include future neighbors sharing in the responsibility of dual or more than one user of improvements. An example of this would be a storm drain box and line used by more than one lease. These shared utilities should be the original lessees' (builder) responsibility with the possibility of shared maintenance when they gain a neighbor.

7:47

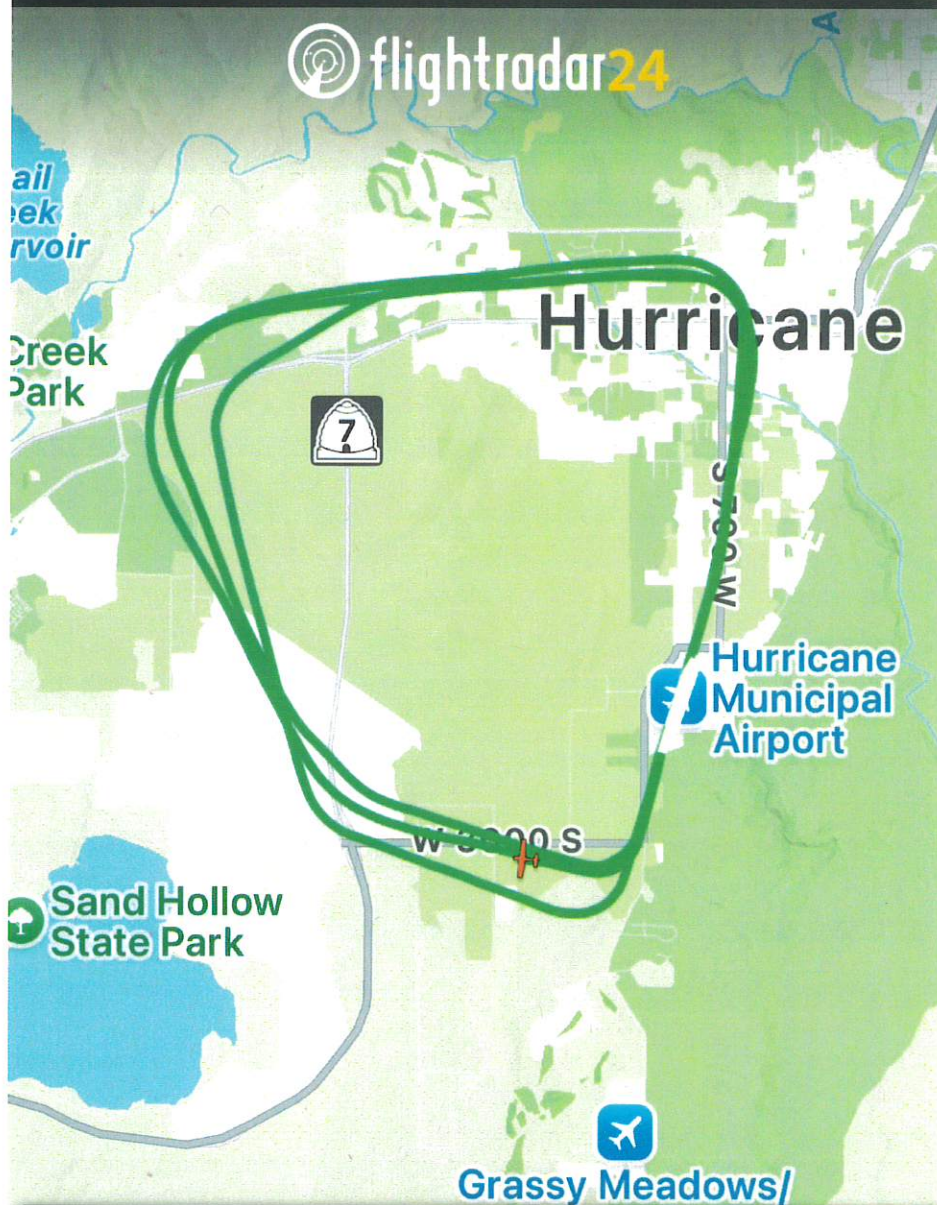
69



Native
Native

INSTALL

flightradar24



N40993 P28A

Private owner



© Flightradar24

N/A

NOT AVAILABLE



N/A

NOT AVAILABLE

Departed 00:44 ago

Arrived 00:34 ago

BAROMETRIC ALT.
3,925 ft

GROUND SPEED
88 kts

Piper Cherokee Archer

REG. N40993



3D view



Route



More info

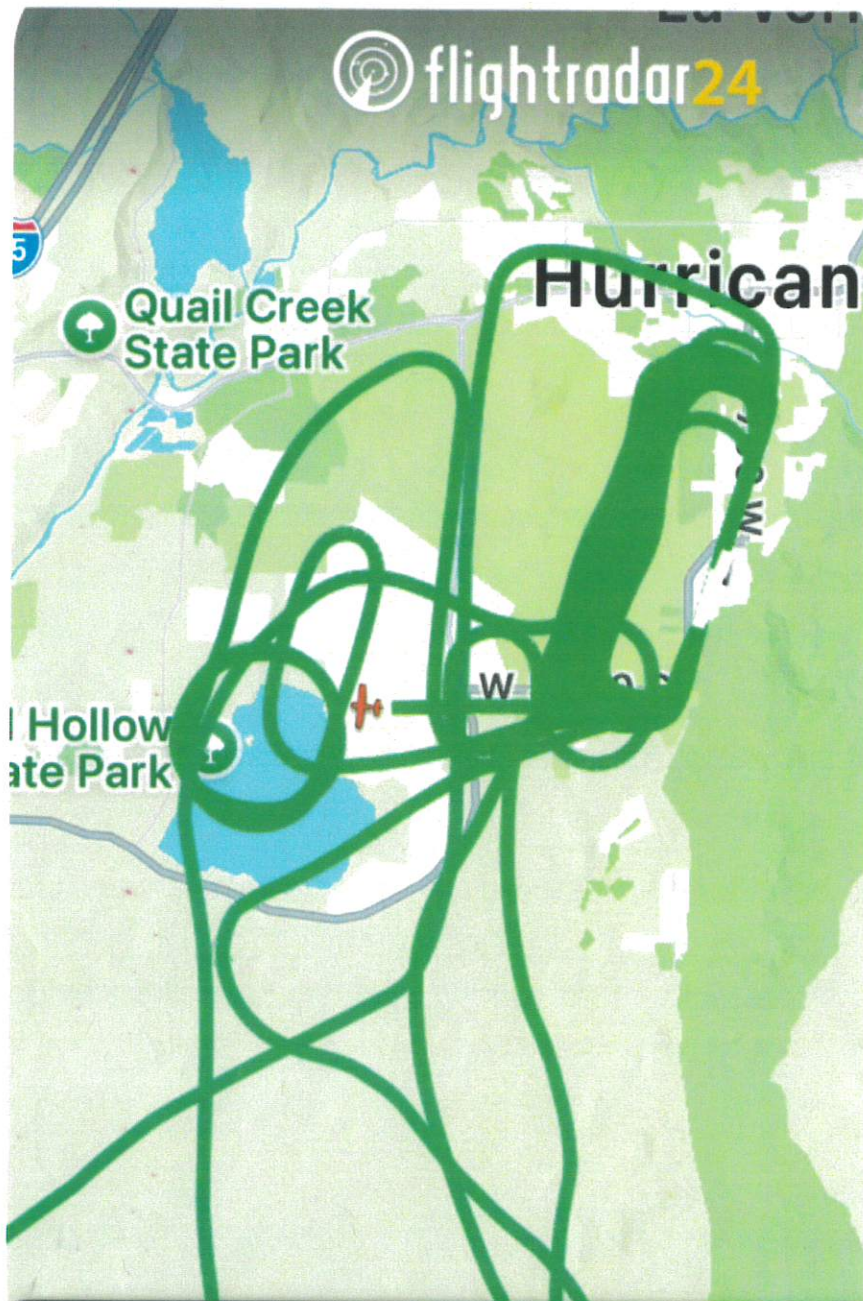


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N40993 P28A

Private owner



© Flight

SGU
ST. GEORGE



N/A
NOT AVAILABLE

BAROM
4,575

Departed 0:04 ago

Arrived 1:52 ago

GROUP
77 kts

Piper Cherokee Archer

REG. N

3D view

Route

More info

Follow

2:50

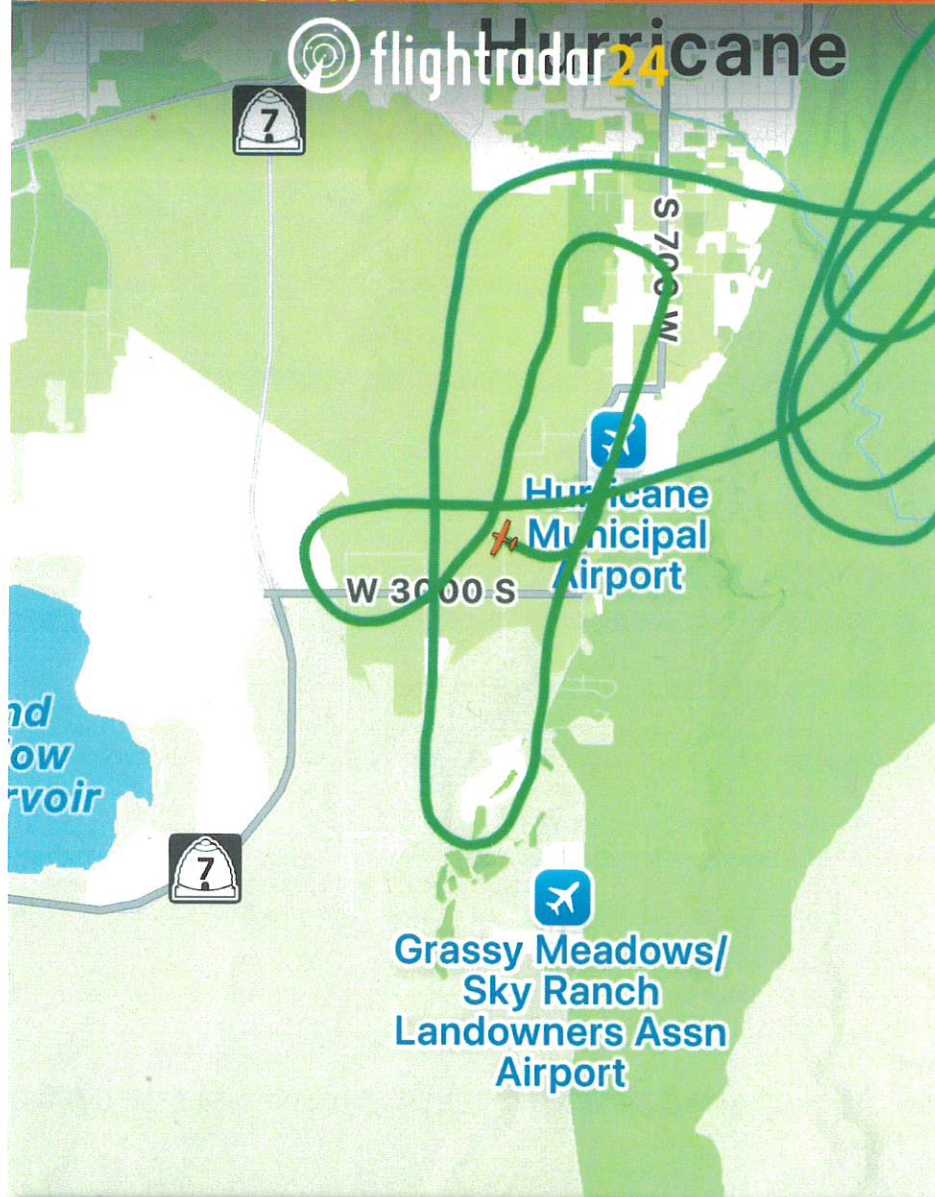
83

Listen
Ad Free



Get SoundCloud Go+
SOUNDCLOUD

flightradar24 Hurricane



N55066 P28A

Private owner



© Flightradar24

N/A

NOT AVAILABLE



N/A

NOT AVAILABLE

Departed 00:59 ago

Arriving in N/A

BAROMETRIC ALT.
3,900 ft

GROUND SPEED
79 kts

Piper Cherokee Challenger

REG. N55066



3D view



Route



More info



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5:27

61

START TRADING 175+ CRYPTOCURRENCIES



flightradar24



N359JP DV20

Private owner

PVU
PROVO



N/A
NOT AVAILABLE

BAROMETRIC ALT.
4,200 ft

Departed 02:52 ago

Arriving in N/A

GROUND SPEED
85 kts

Diamond DA20-C1

REG. N359JP

3D view

Route

More info

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From: [Jason Campbell](#)
To: [Nanette Billings](#); [Council](#); [Council](#); [Arthur Lebaron](#); [Dayton Hall](#)
Subject: Council Agenda item-Un-approved Subdivision
Date: Friday, December 12, 2025 12:06:29 PM
Attachments: [Non approved subdivision email.docx](#)

Hello all,

I have attached a letter outlining my concerns regarding the un-approved airport subdivision that was surveyed in the recent past. Would someone make sure that the newly elected council members are included on this email?

I know you are all very busy but please take the time to fully read my concerns and suggestions.

I wish you all a wonderful weekend.

Thank you,

Jason Campbell

The City just spent a great deal of money surveying lots in an un-approved subdivision at the airport. This survey is useless, done prior to an approved set of subdivision plans. The un-approved subdivision at the airport has only conceptual approval, apparently with none of the subdivision requirements in our code met or applied for.

Surveying the un-approved lots gives false hope to potential lease applicants that the un-approved subdivision will be available in a timely manner.

The un-approved subdivision has not been engineered to confirm if the streets, drainage or all other subdivision requirements have been met or will even function.

The subdivision has not been submitted to the planning commission with engineering.

The subdivision has not been submitted to the JUC with engineering.

There is no drainage engineering that I can find.

There are no construction drawings, no engineering, no approval past conceptual.

Please, each of you walk the airport and witness the 100's of thousands of dollars in critical maintenance needed on the storm drains that are in current failure. There are current settlement issues that are critical enough to cause prop strikes (City liability?). Please consider walking the airport and judging for yourselves what is needed rather than complete reliance on suggestions from a biased airport board and the "old guard" that wants precious tax dollars spent on shiny new improvements that I believe should be put at the back of the list in priority to maintenance of the current failures in infrastructure due to settlement. These problems have been ongoing for years and, in my opinion, unreported/underreported to the council and Counsel.

The approval of a lot in this un-approved subdivision has already caused liability exposure from the last hangar built at the airport. This hangar currently runs its storm water onto its Northern neighbor with no required storm drains. Why are there no storm drains? Were there storm drains on the approved plan submitted for building permit? Who will pay for the required storm drains to remove the storm water from this building? The water run off likely is now the responsibility and liability of the City, including maintenance, (expansion of the lease footprint would help mitigate this). This is wrong to put on the taxpayers, especially when calculating the extremely low lease rate at the airport.

The un-approved subdivision and the above-mentioned liability would likely have been mitigated if the proper channels of approval would have been required. The subdivision should start with an engineered set of plans that detail road elevations, storm drain and drainage study including off-site impact for review by JUC (we are issuing permits in an un-approved subdivision that the gas company, sewer, power, etc. should be at least be

consulted!), and the planning commission. The City requires this on 100 percent of any subdivision prior to lease or building permits, why not at the airport? Is this being fast tracked, the survey makes it feel like it is? If so, who is fast-tracking this un-approved subdivision and why?

This is one more example of why the airport, in my opinion, needs more oversight. The “old guard” and way of doing things at the airport should be evaluated as it relates to both public, Counsel and council reporting. It is critical that more non-airport users are added to the airport board. If I was not on the board, it is unlikely you would have ever heard these concerns. The council should consider directing the board to give equal consideration to non-airport members concerns as well as consideration to protect the community as well as the airport users.

Would one of you please add this as a discussion and possible action item to the soonest possible City council meeting agenda? You have received other emails from me concerning this matter that have shown rapid progression of this un-approved subdivision and time is of the essence. I am available to any and all of you to expand but most of all to dispel the false narrative that my suggestions on soils mitigation or concerns about this un-approved subdivision is causing the City liability. It’s the opposite, I am asking each of you for your attention to this matter as well as your help in confirmation and action on the above. Please consider asking for Arthur’s opinion on all.

I remind anyone that does not know. I have been an owner of 3 different hangars at the Hurricane airport. This is my second round of sitting on the airport board, the first was when Tom was the mayor. I have been an airport user and hangar owner for more years than almost anyone in this town. I am a lifetime contractor/developer and have many years of time invested at the airport to base any opinion on.

I suggest a motion include that all lease applications, modifications or extensions be tabled until the soils mitigation, lease footprint expansion, and this un-approved subdivision and related matters have been settled.

I also suggest that the council consider a motion directing the airport engineers and the airport board to prioritize all or the majority of requested funding be it CIP, grants etc., to critical maintenance of the existing storm drain system around the existing hangars.

Regards,

Jason Campbell

From: [Jason Campbell](#)
To: [Council](#); [Council](#); [Arthur Lebaron](#); [Dayton Hall](#); [Nanette Billings](#); [David Zundel](#)
Subject: Information-next council meeting
Date: Sunday, December 14, 2025 3:26:04 PM
Attachments: [Un-approved subdivision with no public notice..docx](#)

Hello all,

Please forward this email to the members of the JUC and confirm that the newly elected council members are included.

The below and the **attachment** to this email contains pertinent information to the next council meeting. I know many of you work on the packet over the weekend or I would have waited until Monday, please take the time to read it.

There are well over 50 building lots indicated on the City website published airport master plan subdivision (ALP). It appears we are approving "custom" building lots for lease that do not follow the published master plan conceptual drawing (ALP). Is subdividing by survey with the intent to lease a subdivided lot that differs from the master plan, allowable without a master plan amendment? Can a City official (gatekeeper) direct tax payer dollars to subdivide by survey, building lots that are in an un-approved subdivision without City Council approval (very expensive)? Are the engineers working on a project we do not know about now at the direction of the "gatekeeper"? I believe ALL master plan changes should be done following City code that allows the public due process and only after a City Council vote. Is the City employee that is the "gatekeeper" of all of this, too close and biased towards fast tracking improvements at the airport?

It does not appear that Hurricane City (gatekeeper) has enforced many of the Standards found in the published (City website) Hurricane City Municipal Airport Building Development Standards in recent lease applications.

Some examples are:

1. Section 2 a), section 3.1 5 (c)&(e), section 3.5, c) i & vi & d), e) i, to start with. This document should be reviewed.

Please see:

1. 3.1 5. for remedy of a hangar builder that does not complete a hangar/site work to the submitted plan.

This and my last email are not intended to attack any single individual. I do not believe there is any fraud, corruption, or malicious intent by any City official or board member. I do believe we have a "gatekeeper" that is biased towards airport project approval at the expense of the non-airport users, this should change. I

do not want to impact any city officials' job(s). I seek to change the way the airport is managed in the "good ol' boys way". I am looking for change by having hard conversations and asking hard questions. We as a City need more community seats, full transparency and way better public notice policy concerning huge, impactful projects like this un-approved subdivision, at the airport.

I am available to answer any questions,

Jason Campbell

Public Notice and required chance to participate in new subdivision PRIOR to fast track by a City official to subdivide by staking and survey for approval questions and concerns.

NO subdivision has or should be approved in Hurricane without the public's chance to participate! This chance to participate comes at the City Planning Commission and council meetings AFTER a full set of engineered plans are submitted and ALL department heads have participated in the planning and vetting and are then prepared to answer the public's questions.

Any major subdivision should be adequately and boldly advertised to the public. Notices have not been sent to neighbors of the airport. Public signage has not been posted noticing the neighbors and citizens. **This subdivision has the potential to produce more noise than any other commercial or industrial subdivision in town.** I see no Noise Abatement Plan to mitigate this highly impactful fast track decision by a City official to survey and distribute building lots while, in my opinion, metering information to the Council in favorable light that is biased while spreading a false narrative that my concerns of this illegal subdivision and soils mitigation will somehow cause the City liability. This false accusation and narrative need to end! Each one of you that I have been able to speak to about this has been partially convinced by this false and dividing narrative. **My concerns and suggestions are valid and in no way cause the City exposure, in fact it will reduce the City's possible liability.**

- Noise Abatement fencing similar to required highway/freeway expansion. When we add noise to an EXISTING, planned highway that will increase noise affecting its citizen neighbors, there is in many cases, a noise wall built.
- Public discussion may suggest the City design this unapproved subdivision to build a line of hangars tight down the eastern fence on 700 South to suppress the noise. Having the hangar doors open to the west. Yet, no one has noticed the public their right to be included! The Airport Board needs more citizen members! This is one more example of a City official metering the information to the council and the airport USERS making recommendations for their use and benefit.
- A new possible lease has inquired about building a new hangar or two adjacent to the Animal Shelter and using this location to operate their wildlife helicopter business. This would require a "road access" hopscotching many staked but un-approved or un-engineered building lots. This road would need to be engineered with all utilities and drainage included. There is no engineering. This would cause a very similar experience to 3000 South. A road would then be cut up later and utilities added that would then likely fail in settlement because it was not mass settled or engineered for needed utilities and drainage.

The City Council has subdivisions submitted to them for approval every month. Every single one of them have been vetted by JUC, fully engineered including drainage studies, full cross sections showing all utilities. The fast-track subdivision is required to be engineered it in full, this by code, BEFORE any more building, should include but not limited to:

- The subdivision needs EMS including fire district review and approval.
- The subdivision needs water loops and fire hydrants thought about, designed and approved.
- The subdivision power requirements discussed with the power department. Needed power loops for both the public's and our city power department personnel safety needs to be address and approved.
- Do the suggested building lots have water meters counted in our City's agreement with the Water compact requirements?
- Drainage.....

I could go on for 5 more pages..... This fast-tracked un-approved subdivision staked by our City and its subcontracted engineers does not follow our code. How can the City ignore our citizen neighbors and deny them the public notice and right to participate? How can the City issue lease agreements and building permits without all the above examples addressed? The last hangar built and the run-off issues and City liability cited is a very good example of why to pause and follow City code, added to the above concerns it is overwhelming evidence this fast tracked, un-approved subdivision has to go through the proper City procedure before proceeding.

This un-approved subdivision has the potential to cost a great deal of money. **The City and its citizens should not pay for it.** The Airport Board should be tasked by the Council to look for available funding outside of the City for the required engineering. Until that happens, the City should "live within its means" and spend its tax dollars where it benefits the whole public.

Allowing one City official to do what they think best for the airport rather than what is best for the City has been the normal for years. I speak for hundreds of our citizens and we are not adequately represented in airport matters. This is a glaring example of how a well-meaning City official, good airport users, good people on the airport board are **inadvertently** hurting the citizens and the City itself by putting the airport "first". The time has come for this to be re-thought and the process of very expensive decisions to the taxpayers at the airport be fairly represented with the **City and its residents coming first**, then the good of the airport second.

Regards,

Jason Campbell

From: [Jason Campbell](#)
To: [Council](#); [Council](#); [Arthur Lebaron](#); [Nanette Billings](#); [Dayton Hall](#); [David Zundel](#); johnp@hvfssd.org; [Mike Chandler](#); nick@wcwcd.gov
Cc: [Michael Johns](#); [Brian Anderson](#); [Jared Ross](#); [Kory Wright](#)
Subject: Approval of Airport Master Plan Amendment
Date: Tuesday, December 16, 2025 5:38:01 PM
Attachments: [New Layout.pdf](#)

Hello all,

Today a Airport Master Plan Amendment was approved by the airport board that does not meet the **Hurricane City Municipal Airport Building Development Standards (City website)**. Two members voted no to the approval. The Master Plan Amendment did not meet the minimum requirement of 60 feet, "Each planned building group shall be completely surrounded by open yards or public ways not less than 60 feet in width." defined in 3.5 v. of above published Document.

JUC info in the last paragraph.

1. It really bothers me that I was told today that this Master Plan Amendment will not be presented to the Council, the reason I send this email. These kinds of changes should require Council approval, not "sold" to the Airport Board to decide based on the airport engineer and Public Works Director opinion that the "change" is too small for needed Council Approval. Is the Airport Board a deciding board? I thought our only capacity was to recommend to the Council.
2. I believe any change to the layout of building lots in the airport is a Master Plan Amendment. The ALP was confirmed in the board meeting today as part of the Master Plan.
3. It's critical that these changes are first reviewed by JUC the EMS including the Fire District, they should have input on this 10-15 foot roadway "surrounding" one side of the hanger groups. Fire access is critical when planning lot layout and there was no chance given for input from EMS or the Fire District.
4. There is not 60' between hanger locations and the perimeter fence. The perimeter fence is noted as a black dotted line on the attachment.
5. The North Gate shown is a PRIMARY access for the airport with only 30-40 feet at the "pinch point" of the back yard fence of the Animal Shelter. The 700 West fence shows pinch points of 15' or less.
6. The plan was drawn in December (first 16 days of this month) in what I call another example of a "fasttrack" approval without JUC, EMS or City Council review that would have surely caught these flaws.

JUC Information;

This is part of the well over 50 building lots available for lease at the airport, most will require sewer, water, gas, and other utilities. There are no engineered plans for

the 50 plus lots that they do not want me to call a subdivision. No drainage engineering, no cuts and fills, no utility plans drawn or engineered, no sewer plans engineered or submitted for approval to **Ash Creek**, no water loops, if needed, engineered or submitted for approval, no power plan engineered or submitted for approval. The current plan allows each lot to be leased based only on the attached conceptual drawing to start. Then each building will be engineered piecemeal without the full and normal requirements of "subdivision" planning to rely on for continuity and assurances that the streets will drain, the sewer will flow without needing a pump, the power will be available safely, and there is actually 50 something water meters planned for at **WCWCD**. Not to mention EMS, the **Fire District** and an engineered plan for where the storm drains will be retained.

The Public Works Director is in approval of this "piecemeal", single lot at a time, approval policy. I believe approving individual building permits without full 50 plus lot engineering and JUC involvement for full "subdivision" engineered grading and utility plan is a mistake. Please address your concerns with the City Council email above cc'd.

Regards,

Jason Campbell

W:\Srin\AV\Projects\H01\LA\0027170_118 NE Area Hangar Lot Staking\F-CAD\EXHIBITS\118-123-Prelim Exhibit.dwg Dec 09, 2025 - 12:27pm Lynn Baleman



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HURRICANE CITY MUNICIPAL AIRPORT
PRELIMINARY NORTHEAST HANGAR AREA LAYOUT

PROJECT EXHIBIT

DATE: DECEMBER 2025



STAFF COMMENTS

Item: Consideration and possible approval of a Private Hangar Lease Agreement with Stormi LLC for hangar pad 2 N 4 E.

Discussion: Stormi LLC is requesting a new lease for hangar pad 2 North 4 East. The area of the proposed lease is 60'x60' which is the size the Airport Board recommends should be the default size for hangar pads. On September 16, 2025, the Airport Board unanimously recommended to grant the request. The packet includes a proposed lease consistent with the template and direction previously given by the Council, but with the additional 15 feet at the front of the hangar as more recently recommended by the Airport Board. This proposed lease is in the row of future hangars located immediately north of Plot 47 as shown on the Airport Master Plan, which is included in the packet. - Dayton Hall

Findings:

Recommendation:



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

STORMI, LLC

Effective Date: December 18, 2025

Hangar Pad: 2 North 4 East

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 18th day of December, 2025, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and Stormi, LLC, a Utah limited liability company, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agreement to Lease and Operate Concession**

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 5,600 square feet in size including five feet beyond the hangar pad on three sides and fifteen feet in front of the pad, located at the property identified as 2N 4E on the Airport property (the "Premises"). The size of the leased property is to accommodate a 60'x60' hangar. Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within four (4) years of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete

construction of the proposed Tenant Improvements within twenty four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An (“Aircraft”) shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant’s employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives (“Tenant’s Associates”) may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant’s use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant’s complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until December 18, 2045, (the “Initial Term”). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant’s lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first year’s rent payment will be prorated to the next August 1st payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24

2046 – 2051	.27
2052 – 2057	.30
2058 – 2063	.33

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a

condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft)

against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the

insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on , under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant

shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed

by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

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

If to Tenant:

Stormi LLC
365 W Center St
LaVerkin, UT 84745

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant

shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisal, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

STORMI, LLC

Nanette Billings, Mayor

By: Scott Stratton
Its: Manager

Attest:

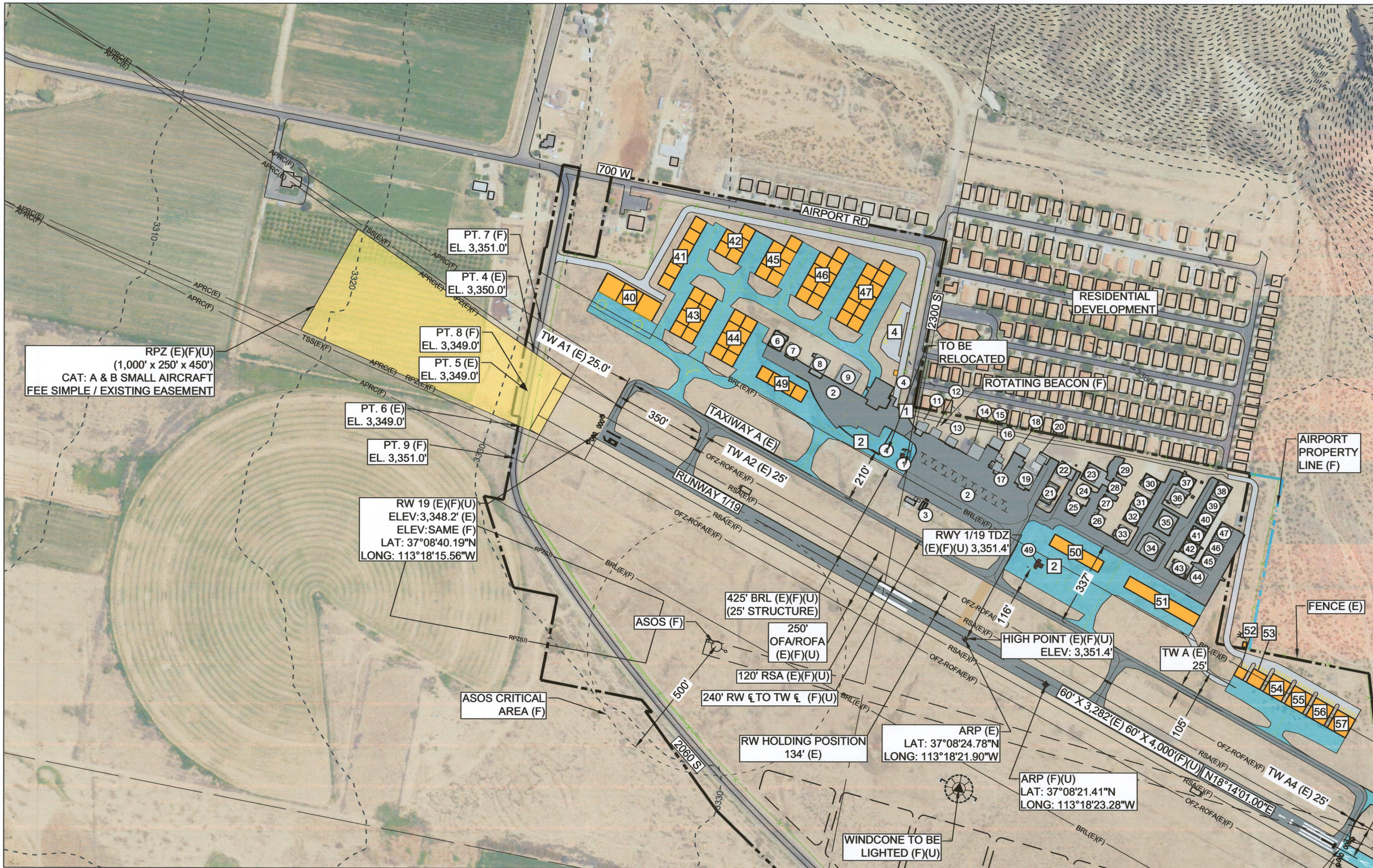
GUARANTOR

City Recorder

Printed Name: Scott Stratton

Approved as to form:

Dayton Hall, City Attorney



AIRPORT FACILITIES LIST			
EXISTING	FUTURE	FACILITY DESCRIPTION	TOP ELEVATION (MSL)
1	1	PILOTS LOUNGE/TERMINAL BUILDING	3377'
2	2	TIEDOWNS	-
3		FUEL STORAGE	3366'
4	4	VEHICLE PARKING	-
6		BOX HANGAR	3391'
7		BOX HANGAR	3377'
8		BOX HANGAR	3391'
9		BOX HANGAR	3392'
11		BOX HANGAR	3378'
12		BOX HANGAR	3378'
13		BOX HANGAR	3379'
14		BOX HANGAR	3380'
15		BOX HANGAR	3381'
16		T-HANGAR	3381'
17		T-HANGAR	3380'
18		BOX HANGAR	3381'
19		BOX HANGAR	3380'
20		BOX HANGAR	3381'
21		BOX HANGAR	3380'
22		BOX HANGAR	3382'
23		BOX HANGAR	3383'
24		BOX HANGAR	3382'
25		BOX HANGAR	3381'
26		BOX HANGAR	3381'
27		BOX HANGAR	3382'
28		BOX HANGAR	3383'
29		BOX HANGAR	3383'
30		BOX HANGAR	3384'
31		BOX HANGAR	3383'
32		BOX HANGAR	3382'
33		BOX HANGAR	3381'
34		BOX HANGAR	3381'
35		BOX HANGAR	3383'

36		BOX HANGAR	3383'
37		BOX HANGAR	3384'
38		BOX HANGAR	3385'
39		BOX HANGAR	3385'
40		BOX HANGAR	3384'
41		BOX HANGAR	3383'
42		BOX HANGAR	3382'
43		BOX HANGAR	3382'
44		BOX HANGAR	3382'
45		BOX HANGAR	3382'
46		BOX HANGAR	3383'
47		BOX HANGAR	3383'
48		BOX HANGAR	3383'
49		T-HANGAR	TO BE REMOVED
	40	BOX HANGAR (80' x 80')	3385'
	41	BOX HANGAR (50' x 50')	3370'-3371'
	42	BOX HANGAR (50' x 50')	3362'-3363'
	43	BOX HANGAR (50' x 50')	3361'-3362'
	44	BOX HANGAR (50' x 50')	3361'-3362'
	45	BOX HANGAR (50' x 50')	3364'-3365'
	46	BOX HANGAR (50' x 50')	3366'-3367'
	47	BOX HANGAR (50' x 50')	3364'
	49	BOX HANGAR (50' x 50')	3368'
	50	SHADE/T-HANGARS	3390'
	51	SHADE/T-HANGARS	3389'
	52	BOX HANGAR (40' x 40')	3372'
	53	BOX HANGAR (60' x 60')	3385'
	54	BOX HANGAR (80' x 80')	3385'
	55	BOX HANGAR (80' x 80')	3384'
	56	BOX HANGAR (80' x 80')	3384'
	57	BOX HANGAR (80' x 80')	3383'

LEGEND		
	EXISTING	FUTURE/ULTIMATE
AIRPORT PROPERTY BOUNDARY	---	---
AIRCRAFT PAVEMENT	---	---
AIRPORT PAVEMENT MARKINGS	---	---
ROAD (PAVED/GRAVEL)	---	---
TO BE REMOVED	N/A	---
BUILDING/HANGAR	---	---
RUNWAY PROTECTION ZONE (RPZ)	---	---
BUILDING RESTRICTION LINE (25')	---	---
RUNWAY OBJECT FREE AREA (ROFA)	---	---
RUNWAY SAFETY AREA (RSA)	---	---
RUNWAY OBJECT FREE ZONE (ROFZ)	---	---
THRESHOLD SITING SURFACE (TSS)	---	---
APPROACH SURFACE	---	---
GLIDEPATH QUALIFICATION SURFACE	N/A	---
FENCE (8' HEIGHT OR LESS)	---	N/A
ROTATING BEACON	N/A	---
PAPI	N/A	---
WINDCONE/SEGMENTED CIRCLE	---	SAME
AIRPORT REFERENCE POINT	---	---
THRESHOLD LIGHTS	N/A	0000 0000
REILS	N/A	---
ASOS	N/A	---

SPONSOR APPROVAL		
No.	Description	Date
*1	UPDATED PER AIP No. 3-49-0012-05 BY JVIATION, INC.	4/27/16
*2	UPDATED PER AIP No. 3-49-0012-05 BY JVIATION, INC.	12/23/2019

- NOTES:
- BUILDING RESTRICTION LINE (BRL) DEPICTS REQUIRED SETBACKS FOR A TYPICAL 35' STRUCTURE. HEIGHTS OF EXISTING AND FUTURE BUILDINGS WITHIN THE BRL REMAIN CLEAR OF THE OFA'S AND AREA BELOW THE 7:1 TRANSITIONAL SURFACE (OR ARE OBSTRUCTION MARKED AND LIGHTED ACCORDINGLY).
 - ALL HANGARS HAVE AN ASSUMED 21' HEIGHT ADDED TO THE GROUND ELEVATION TO OBTAIN TOP ELEVATION.
 - POST PLANNING RUNWAY 17/35 DEPICTED AS PREFERRED LONG-TERM RUNWAY REALIGNMENT OPTION IN ORDER TO PROTECT AND PLAN FUTURE LANDSIDE DEVELOPMENT.
 - PER 14 CFR PART 77, SURFACE TRANSPORTATION ENTITIES' ELEVATION INCLUDE AN ADJUSTMENT FOR OBSTRUCTION ANALYSES PURPOSES (23 FEET FOR RAILWAYS, 17 FEET FOR INTERSTATE HIGHWAYS, AND 15 FEET FOR ALL OTHER PUBLIC ROADS)

- SOURCE:
- THIS EXHIBIT WAS ORIGINALLY CREATED BY ARMSTRONG CONSULTANTS IN NOVEMBER 2012 AND THIS ISSUE REPRESENTS AN UPDATED GEOMETRY BY JVIATION, INC. TO INCLUDE CHANGES TO THE AIRPORT RESULTING FROM DESIGN AND CONSTRUCTION COMPLETED WITHIN AIP NO. 05
 - OBJECT ELEVATIONS ARE ESTIMATED AND NOT BASED ON A SURVEY
 - PAPIS AND RUNWAY LIGHTING TO BE INSTALLED AT AN INTERIM PERIOD, BEFORE RUNWAY EXTENSION

FAA APPROVAL

CONDITIONALLY APPROVED
SUBJECT TO LETTER DATED _____

FEDERAL AVIATION ADMINISTRATION
DENVER AIRPORTS DISTRICT OFFICE

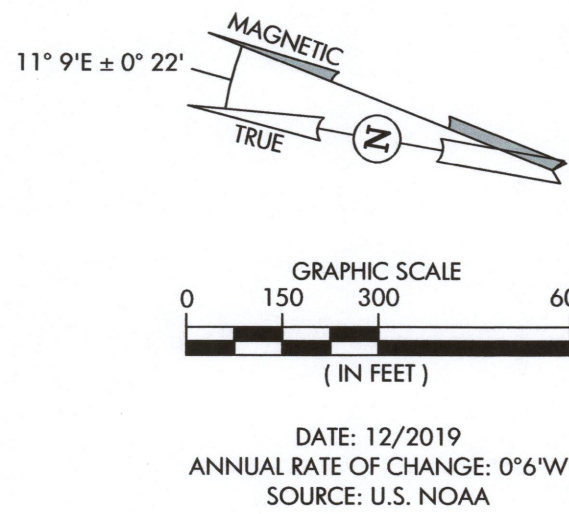
Date _____

CASE NO. _____

SPONSOR APPROVAL

MAYOR, CITY OF HURRICANE

DATE



ISSUE RECORD			
NO.	BY	DATE	DESCRIPTION
1	S.G.J.	DEC 2019	AS-BUILTS WITH FUTURE EDITS



STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-21, a proposed zone change on 7.27 acres located at 2300 S and 1100 W from Residential Agricultural RA-0.5 to Light Industrial M-1; Parcel number H-3-2-10-3391.

Discussion: The applicant requests approval of a zone change for seven acres located south of the Hurricane Fields Estates subdivision and west of the Hurricane Airport, from Residential Agriculture RA-0.5 to Light Industrial M-1. According to the applicant, the purpose of the request is to facilitate future light industrial development on the site, since they believe that proximity to the airport, along with the confluence of major roadways makes the property less suitable for residential-agricultural use. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the zone change were received. Staff was originally recommending denial of the project due to lack of power capacity in the area. It has since been determined that the applicant had purchased capacity for another project in the past and now intends to transfer that capacity to this property should the zone change be approved. Therefore, staff now recommends approval. The Planning Commission recommends that the site is more suited for light-industrial use due to its proximity to the airport and other light industrial properties and voted unanimously to approve the zone change.

--Gary Cupp

Property Information

Property Size – approx. 7.27 acres

Current Zoning – RA-0.5

General Plan – Rural Residential

Existing Development – Vacant land

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 proposed zoning is not strictly consistent with the General Plan's rural residential designation for this area, but the city has discussed a desire for expanding industrial future industrial development, and this area may be a suitable location for industrial/commercial uses.

2. Is the proposed amendment harmonious with the overall character of existing development in the

subject property's vicinity? The airport can be considered an industrial use in terms of built form since airport hangars resemble other light industrial buildings, although airport hangars are not located in the immediate vicinity of this property. Most of the other surrounding property is undeveloped, although there is a residential subdivision being constructed nearby. But since the property is bounded by roadways, an M-1 zone may not conflict with nearby agricultural properties.

3. Will the proposed amendment adversely affect the adjacent property? M-1 zoning allows for a variety of possible uses from storage units to light manufacturing. What effect this zone change has on the adjacent properties can depend heavily on what industrial uses are proposed on the property. It's important to note that if the zone change is approved, any light industrial use permitted under the M-1 zone could go on the property. This includes but is not limited to:

- Residential uses
- Rehabilitation/treatment facility
- Residential facility for troubled youth
- Transitional housing facility
- Commercial Uses
- Vocational school
- Agricultural sales and service
- Business equipment rental
- Convenience store and gas station
- Commercial kennel
- Liquor store
- Vehicle repair/rentals/sales
- Storage units
- Industrial Uses
- Manufacturing
- Warehousing

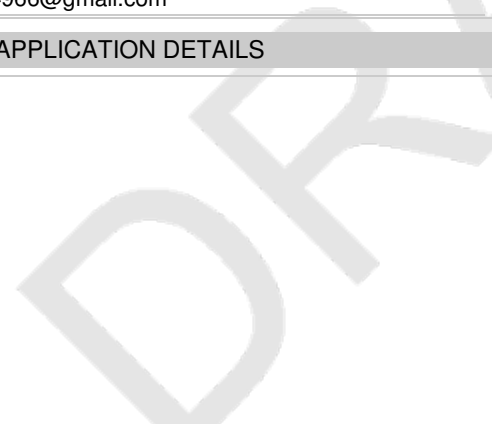
But due to the location in proximity to the airport, and the property being isolated by roadways, these uses will likely not adversely affect nearby properties.

4. Are public facilities and services adequate to serve the subject property? Since it has been determined that the applicant can transfer capacity for another project to this property, staff finds that adequate public facilities can be timely provided to adequately service the proposed development.

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



Application

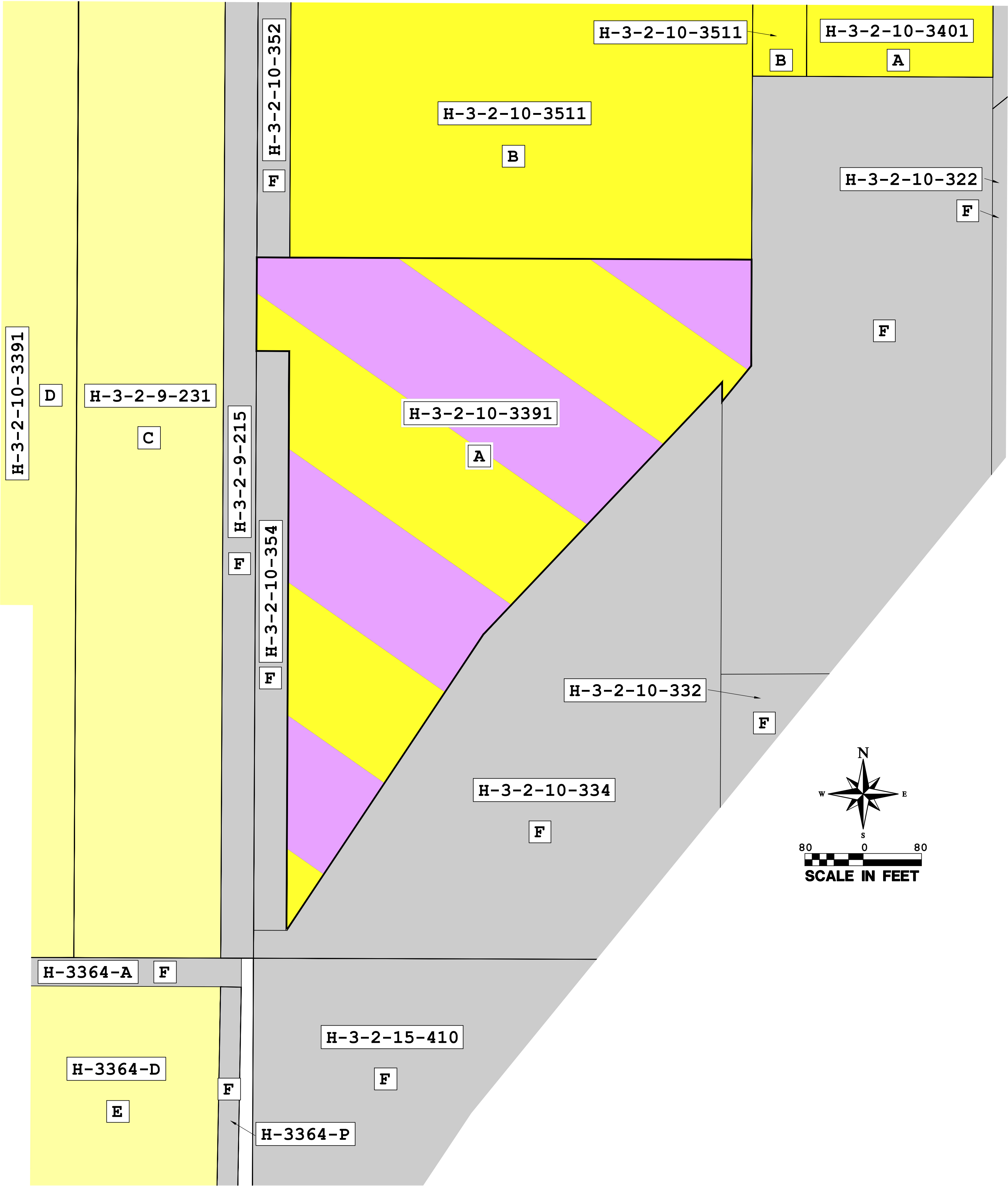
Application Accepted Date: 11/24/2025		Valuation		\$	0.00					
Type of Improvement: Zone Change Application		PERMIT FEES								
Description: Change zoning to M-1		Planning Fee		\$	500.00					
Tenant / Project Name: Zone Change - 7 Acres 2300 S		Planning Fee		\$	500.00					
Bldg. Address: 2300 S 1100 W		Sub Total:		\$	500.00					
City: Hurricane City State: UT Zip: 84745		Permit Total:		\$	500.00					
Subdivision: Phase: 1		Amount Paid:		\$	200.00					
Block: Lot #: Parcel ID #: H-3-2-10-3391		Remaining Due:		\$	300.00					
Zone: RA-0.5										
Property Owner: SCOTT STRATTON										
Permit Contact: Karl Rasmussen P:(435) 680-0816										
Email: karl@pv-eng.com										
CONTACT INFORMATION										
Engineer of Record: Karl Rasmussen										
Email: karl@pv-eng.com P: (435) 668-8307										
General Contractor: Scott Stratton										
License #: P: (435) 467-4966										
Address: 365 W Center										
City: La Verkin State: UT Zip: 84745										
Email: scottstratton4966@gmail.com										
APPLICATION DETAILS										
										
Setbacks		Front:	Rear:	Left:	Right:					
Min.										
Actual:										
APPLICATION NUMBER: PLANZC25-21										
This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.										
Applicant Name: Treasa Anderson										
Signature of Applicant/Authorized Agent or Owner: Date:										
Application Approved By: Date:										
Application Issued By: Date:										
Receipt #: 248544263-11/11/25										

PARCEL H-3-2-10-3391 NARRATIVE

Scott Stratton requests that Parcel H-3-2-10-3391 be rezoned from RA-0.5: Residential Agricultural – 2 units per acres to M-1: Light Industrial.

ZONE CHANGE MAP FOR:
SCOTT STRATTON

HURRICANE, WASHINGTON COUNTY, UTAH
PARCEL H-3-2-10-3391 7.27 ACRES



OWNERS LEGEND:

- A SCOTT STRATTON - PARCELS: H-3-2-10-3391 & H-3-2-10-3401
- B KENT CLAYTON - PARCEL: H-3-2-10-3511
- C STANWORTH REVOCABLE TRUST U/A/D JANUARY 23, 2004 - PARCEL: H-3-2-9-231
- D KELBY BRONSEN IVERSON - PARCEL: H-3-2-9-222-B
- E THE LAYNE B. & SHAUNA C. STRATTON LIVING TRUST U/A/D OCTOBER 16, 2006 - PARCEL: H-3364-D
- F HURRICANE CITY - PARCELS: H-3-2-10-322, H-3-2-10-332, H-3-2-10-334, H-3-2-15-410, H-3364-P, H-3364-A, H-3-2-9-215, H-3-2-10-352, & H-3-2-10-354

PARCEL H-3-2-10-3391 LEGAL DESCRIPTION (DOC#20240022473)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°16'42" EAST 38.25 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°49'04" EAST 45.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°16'42" EAST 794.39 FEET; THENCE NORTH 89°43'19" WEST 45.00 FEET; THENCE NORTH 00°16'42" EAST 128.45 FEET; THENCE SOUTH 89°43'32" EAST 678.51 FEET; THENCE SOUTH 00°15'33" WEST 145.73 FEET; THENCE SOUTH 39°10'55" WEST 63.00 FEET; THENCE NORTH 00°11'19" EAST 26.56 FEET; THENCE SOUTH 43°26'46" WEST 475.78 FEET; THENCE SOUTH 33°38'35" WEST 488.12 TO THE POINT OF BEGINNING.

CONTAINING 316.761 SQUARE FEET, OR 7.2718 ACRES.

LEGEND

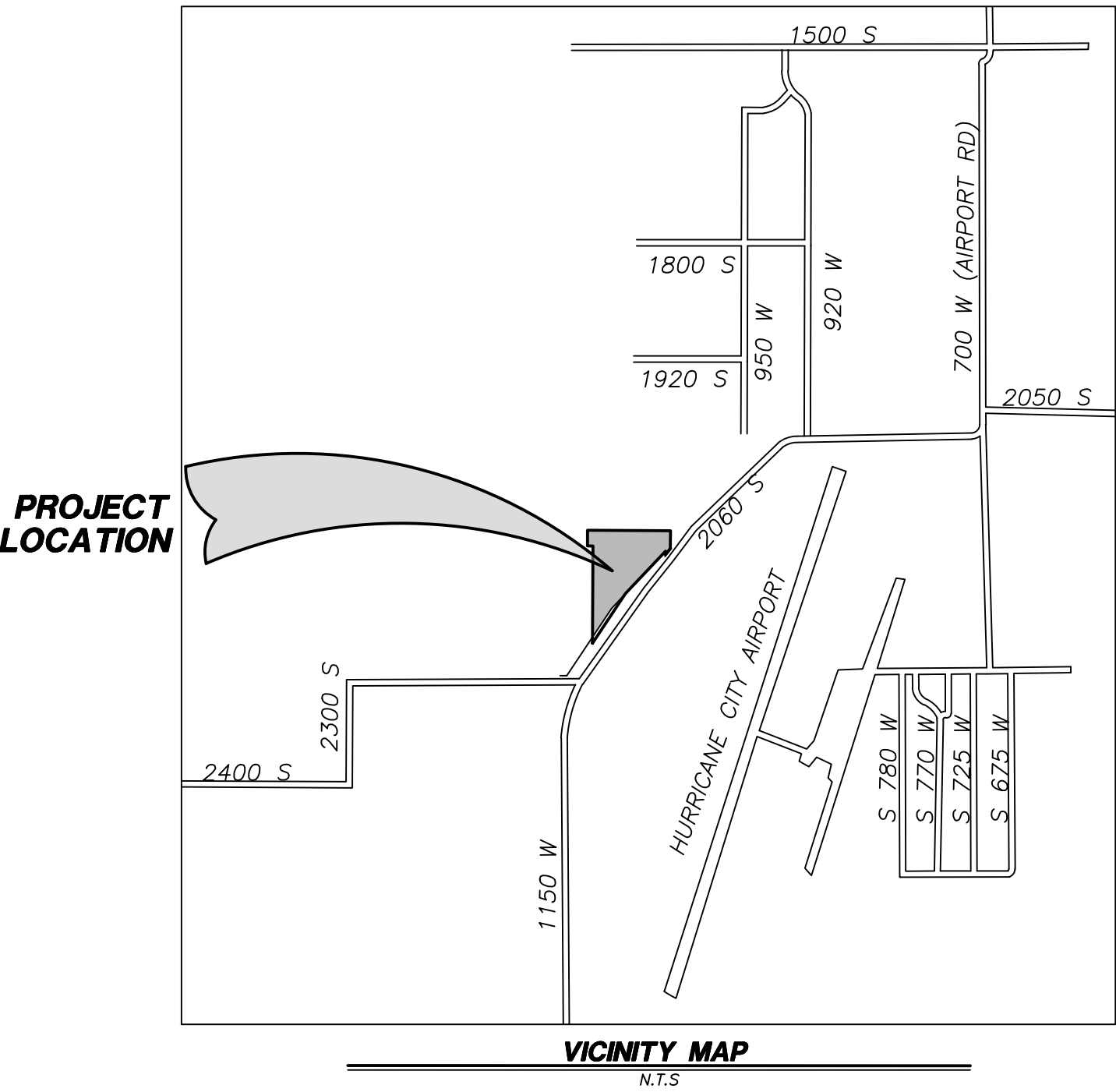
- PROPERTY LINE
- ADJACENT PROPERTY LINE

ZONE LEGEND:

- RA-0.5: RESIDENTIAL AGRICULTURAL - 2 UNITS PER ACRE
- RA-1: RESIDENTIAL AGRICULTURAL - 1 UNITS PER ACRES
- PUBLIC FACILITY
- RA-0.5 TO M-1:
- ZONE CHANGE FROM RA-0.5:
- RESIDENTIAL AGRICULTURAL - 2 UNITS PER ACRE
- ZONE CHANGE TO M-1: LIGHT INDUSTRIAL

OWNER:

SCOTT STRATTON
(435)467-4966
Scottstratton4966@gmail.com



REVISIONS		DESCRIPTION	DATE	BY
NO				

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



ZONE CHANGE MAP FOR:
SCOTT STRATTON
HURRICANE CITY, WASHINGTON COUNTY, UTAH
PARCEL H-3-2-10-3391 7.27 ACRES

DATE	11/24/2025
SCALE	1"=80'
JOB NO.	335-041
SHEET NO:	



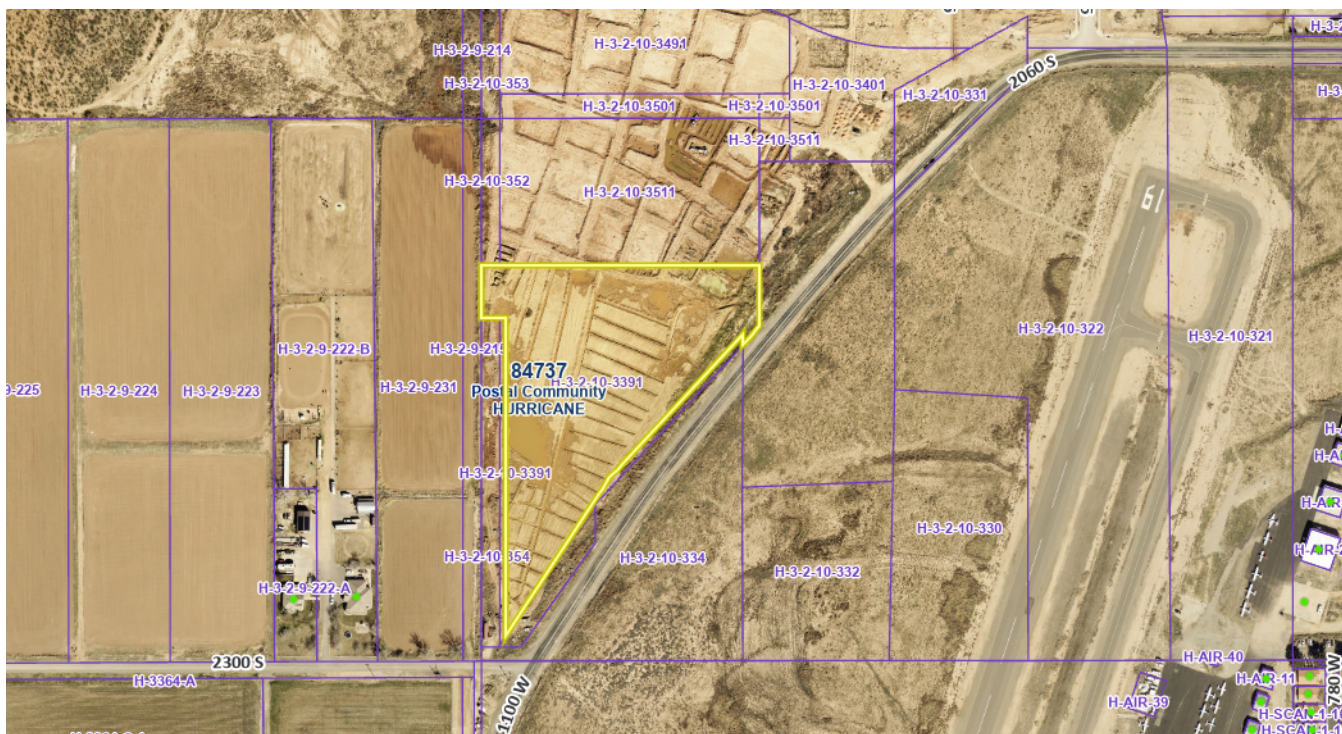
STAFF COMMENTS

Agenda Date:	12/11/2025 - Planning Commission
Application Number:	ZC25-21
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Scott Stratton
Agent:	Karl Rasmussen
Request:	A zone change from RA-0.5 to M-1.
Location:	2300 S 1100 W
Zoning:	RA-0.5
General Plan Map:	Rural Residential
Recommendation:	Deny
Report Prepared by:	Fred Resch III

Discussion:

The applicant has proposed a zone change for seven acres located south of the Hurricane Fields Estates subdivision and west of the Hurricane Airport, from Residential-Agriculture RA-0.5 to M-1 (Light Industrial). According to the applicant, the purpose of the request is to facilitate future light industrial development on the site. The applicant believes that proximity to the airport, along with the confluence of major roadways such as 2060 S, 1150 W, and 2300 S, makes the property less suitable for residential-agricultural use.

	Zoning	Adjacent Land Use
North	RA-0.5	Hurricane Fields Estates subdivision
East	PF	Hurricane Airport
South	PF	Hurricane Airport
West	RA-1	Farm Land, Undeveloped Property



Vicinity Map

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 [General Plan Map](#) shows this area as Rural Residential, which advises:

RURAL RESIDENTIAL These areas should serve as a transition from agricultural to traditional neighborhoods or commercial uses. Appropriate residential densities for this land use include from one unit per 40 acres to RA-.5 and RA-1 (p. 84)

The proposed zoning is not consistent with the General Plan for this area. Although staff and the Planning Commission have discussed potential locations for future industrial development, this area has not been identified as one of those locations. Historically, the City has been firm in its position that this part of town should remain agricultural, and the General Plan supports the preservation of agricultural land (p. 26). The General Plan also advises that housing developments should not be located near “heavy industrial land uses” (p. 42). While not a perfect comparison, an airport can generate many of the same impacts and nuisances as a heavy industrial use, raising similar compatibility concerns.

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

Response: The airport can be considered an industrial use in terms of built form since airport hangars resemble other light industrial buildings, although airport hangars are not located in the immediate

vicinity of this property. Most of the other surrounding property is undeveloped although there is a residential subdivision being constructed nearby.

3. Will the proposed amendment affect the adjacent property?

Response: M-1 zoning allows for a variety of possible uses from storage units to light manufacturing. What effect this zone change has on the adjacent properties can depend heavily on what industrial uses are proposed on the property. It's important to note that if the zone change is approved, any light industrial use permitted under the M-1 zone could go on the property.

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

Response: See JUC comments below. Major roadway work is currently underway in the area, and the adequacy of utilities will depend heavily on the type of light industrial use that ultimately develops. For example, warehouse or storage uses typically require significantly less water and electricity than residential development, while light manufacturing can be among the highest utility users in the community. Although a zone change could, in theory, either increase or lessen future demand, that outcome would depend entirely on the specific use proposed. Notably, some of the City's highest individual power consumers are light manufacturing operations, which would be allowed under the requested zoning.

Overall, any new development in this area will further strain existing utility systems. At present, there is insufficient power capacity to support additional growth, and this issue must be resolved by the applicant before any approval can move forward.

JUC Comments

1. **Power:** This area is looking for higher density in the area that is not approved by Hurricane Power due to capacity issues. Recommended that they have a meeting with the Hurricane Power director to discuss options to move forward.
2. **Sewer:** [No comments received]
3. **Streets:** [No comments received]
4. **Water:** Okay
5. **Engineering:** Engineering cannot allow improved accesses from existing 2060 South. The Federal Aviation Administration's (FAA's) regulation of the city owned properties makes the fate of the existing road uncertain. Access to the site must come from 1100 W (see the included exhibit). City or applicant can't (materially) change the existing road without FAA's approval. Dedicated right of way for 1100 W is needed. 2300 South (planned 90' wide 3-lane minor arterial). 2300 S is master planned to be the beginning/end of Washington Dam Road and Dixie Springs Drive.
6. **Fire:** [No comments received]
7. **Gas:** Okay
8. **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.

Items to Consider:

The following are key items to consider:

- If this zone change is approved any use permitted in the M-1 zone would be permitted on this property. This includes but is not limited to:
 - *Residential Uses*
 - *Rehabilitation/treatment facility*
 - *Residential facility for troubled youth*
 - *Transitional housing facility*
 - *Commercial Uses*
 - *Vocational school*
 - *Agricultural sales and service*
 - *Business equipment rental*
 - *Convenience store and gas station*
 - *Commercial kennel*
 - *Liquor store*
 - *Vehicle repair/rentals/sales*
 - *Storage units*
 - *Industrial Uses*
 - *Manufacturing*
 - *Warehousing*

Findings:

Staff makes the following findings:

1. The proposed zone change is not compatible with the General Plan Map but may meet some of its goals.
2. The proposed zone change is not generally in harmony with the overall residential and rural character of the properties to the north and east, but is more harmonious with the airport to the south.
3. The proposed zone change may have an adverse impact on the area, but that depends on how this area develops.
4. The services are not adequate for the development in this region.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and considers residents' comments. Due to the lack of public facilities in the area and not meeting all four criteria for a zone change, staff would recommend denial.

ORDINANCE NO ZC25-21

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3-2-10-3391 FROM RESIDENTIAL AGRICULTURAL 0.5 (RA-0.5) TO
LIGHT INDUSTRIAL (M-1)

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

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

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

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

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

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

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

That parcel H-3-2-10-3391 is rezoned Residential Agricultural 0.5 (RA-0.5) to Light Industrial
(M-1).

PASSED AND APPROVED on this 18th day of December 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 18th day of December 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

SASO OPERATING AND LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

FINAL DESIGN GROUP, LLC

Effective Date: December 18, 2025

Shade Hangar on Plot 50

SASO OPERATING AND LEASE AGREEMENT

THIS SASO OPERATING AND LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 20th day of November, 2025, by and between the Hurricane City, Utah, a Utah municipal corporation, (the "City") and Final Design Group, LLC, a Utah limited liability company (referred to collectively herein as the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant is qualified to provide services as a single aeronautical service operator ("SASO") as set forth herein and desires to lease certain real property at the Airport for the purpose of operating a SASO concession on the terms provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 13,650 square feet in size including five feet beyond the hangar pad on three sides and 15 feet in the front of the pad, located at the property identified as Plot 50, a shade hangar as shown on the Airport Layout Plan (the "Premises"). The precise location and orientation of the Premises shall be determined and approved by the City in conjunction with the approval of any building permit on the Premises. Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the Premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Minimum Standards for Commercial Aeronautical Activities and Building Development Standards in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within four (4) years of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper

building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The non-exclusive operation of a SASO concession providing at a minimum the following services (as they may be more specifically required under the Airport's Minimum Standards for Commercial Aeronautical Activities): **Aircraft Shade Hangar Parking**. Tenant shall provide to City the make, model, and registration number of any aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises ("Aircraft").

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises (and grant of concession) on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until December 18, 2045, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

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<u>Years</u>	<u>Rent amount per square foot</u>		
2022 – 2027	.15	2058 – 2063	.33
2028 – 2033	.18		
2034 – 2039	.21		
2040 – 2045	.24		
2046 – 2051	.27		
2052 – 2057	.30		

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of the Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the

Premises or any other area that City has not authorized; commercial activities except those activities authorized herein, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of any such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate at a minimum during normal business hours. Tenant shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport; Tenant shall not divert business to off-Airport locations or engage in discriminatory business practices; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

(ii) Concession Service Standard. Tenant's concession shall provide high quality services and facilities in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this concession shall exist only so long as the character of Tenant's facilities and services are consistent with such standard.

(iii) Complaints. Tenant shall respond in a prompt manner to questions and complaints regarding Tenant's operations when raised by Airport users or by City, and Tenant shall provide a timely resolution of such questions and complaints.

(iv) Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(v) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency, and shall ensure that Tenant's personnel are properly trained in the use of such safety items.

(vi) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers,

tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(vii) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new SASO Operating and Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that

Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether

owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All

work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by

City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's

prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A “force majeure event” is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City

If to Tenant:

Final Design

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

Group, LLC
748 W 2300 S
Hurricane, UT 84737

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

FINAL DESIGN GROUP, LLC

Nanette Billings, Mayor

By: Stephen W. Lemmon
Its: Managing Partner

Attest:

GUARANTOR

City Recorder

Stephen W. Lemmon

Approved as to form:

Dayton Hall, City Attorney



STAFF COMMENTS

Item: Consideration and possible approval of a Power Line Extension request for Kachina Ridge.

Discussion: The Kachina Ridge Development is seeking a line extension approval for power to be extended to their project up on the east bench above Hurricane. Power Department staff has met with the developer and come up with a plan to provide the power needed for their project. A map showing the development and the plan to provide power has been included. This item was presented to the Power Board for a recommendation at the 12/10/25 meeting. The Power Board recommended unanimously to approve the power line extension request for Kachina Ridge with the plan that has been developed. – Crystal Wright

Findings:

Recommendation:

APPLICATION FOR POWER SERVICES

**HURRICANE CITY**
UTAH

Applicant Name HS Properties LLC Phone Number 801-706-3085

Engineer or Engineer Firm ICPE, Civil Science

Mailing Address 239 Kimette Ln, St George, UT 84790

Service Address ^(Required) SR-59 and 600 E

Subdivision Name/Lot # ^(Required) Kachina Ridge / _____

Email Address kentcstephens@gmail.com
^(Required)

SITE INFORMATION ☐ SINGLE RESIDENCE OR UNIT (1 METER)

☒ SUBDIVISION OR MULTI UNIT DEVELOPMENT # OF UNITS 588

TYPE OF SERVICE ☒ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL

VOLTAGE NEEDED

Single Phase ☐ 120/240 ☐ 240/480

3 Phase ☒ 120/208 ☐ 277/480

SERVICE/ PANEL AMPS ☒ 200 # of units ⁵⁸⁰ ☐ 400 # of units ☒ 600 # of units ⁸ ☐ OTHER _____

SITE PLAN WITH DIMENSIONS FROM PROPERTY LINES TO METER BASE LOCATION ATTACHED ☐ YES ☒ NO
(REQUIRED)

*Industrial and Commercial requests will require load calculations prepared by an electrical engineer and shall be attached to this application

*Power Construction Design will be based on information from this application. All designs will have a fee from the power department. These fees must be paid before power is given.

*Hurricane City Power Recommends 400Amp design for 1/3 acre lots sizes and above. Changes or upgrades to amp sizes from original submitted application will result in increased cost to developer for infrastructure upgrades as well as additional design fees.

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)

For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐

Hurricane City Power recommend for denial ☐

Date of Power Recommendation _____

☒ I acknowledge that I have read and understand Hurricane City's new construction application and requirements

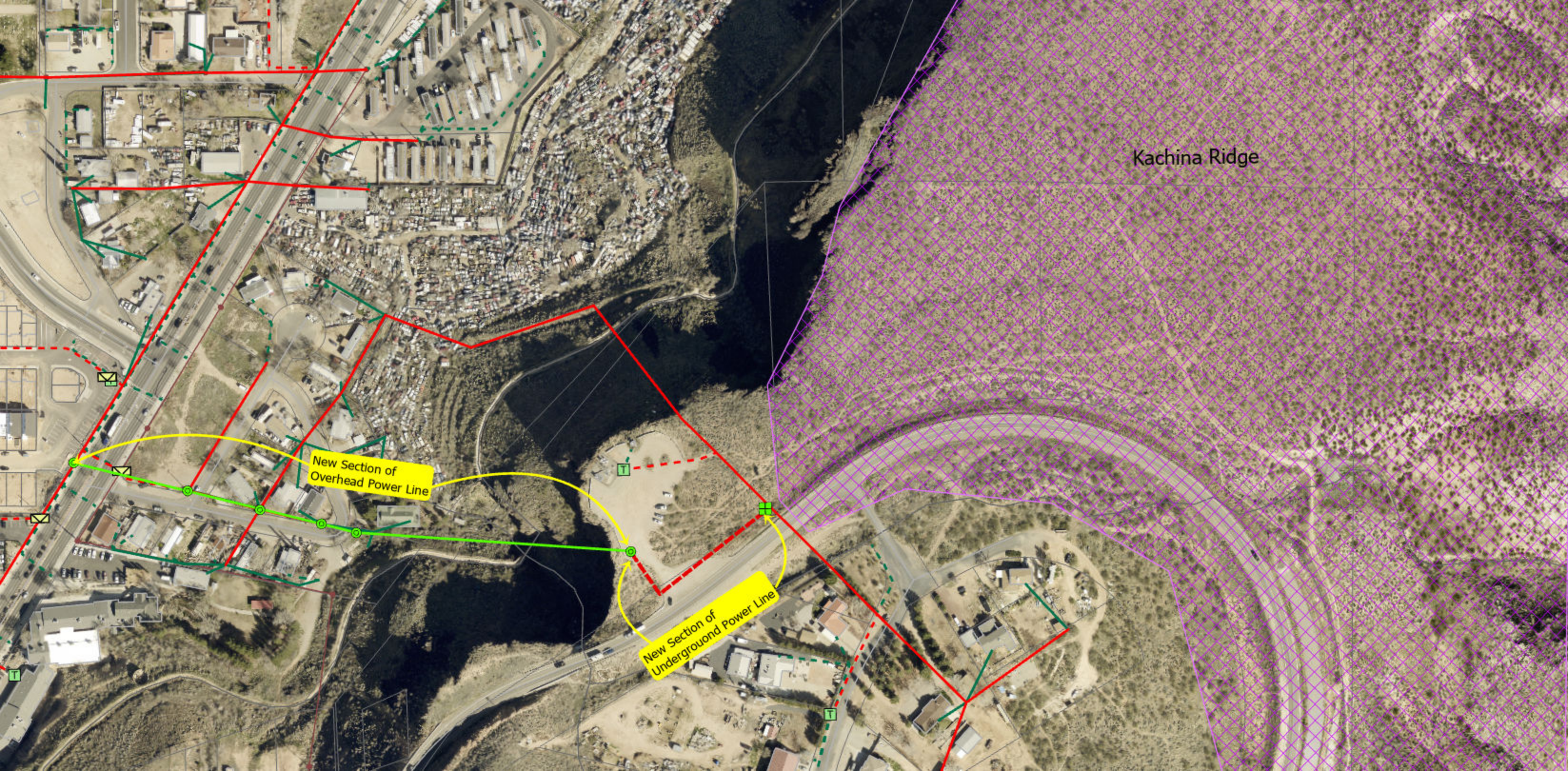
Developer or Engineer Authorized by Developer

dotloop verified
12/02/25 1:30 PM MST
QHYZ-J55M-LKHC-RPW5

Date 12/2/2025

Hurricane City Power _____

Date _____



Kachina Ridge

New Section of
Overhead Power Line

New Section of
Underground Power Line



STAFF COMMENTS

Item: Consideration and possible approval of local consent for a restaurant full liquor license for Touch of Tuscany.

Discussion: The applicant is requesting local consent for a full restaurant liquor license for a new restaurant located at The Ropes of Southern Utah. All required paperwork has been submitted, and a background check on the business owner has been completed. Staff has identified no concerns related to the request. The license will not be issued until construction of the building is complete and staff have finished the required alcohol service training, as outlined by State regulations. Staff recommends approval of local consent for a full restaurant liquor license. – Cindy Beteag

Findings:

Recommendation:



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
- ☒ 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 *Jeff*
- ☐ A local background release form with copy of drivers license *Jeff*
- ☒ Evidence of distances to nearest school, church, public library, public playground, or park
- ☒ 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 John Hendleman

Home address _____

Phone Number _____

Social Security # _____

Date of Birth _____

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

Relationship of applicant to entity for which license is sought:

☒ Owner _____ Corporate Agent _____ Corporate Officer _____ Officer
_____ Partner _____ Member of Limited Liability Company _____ Other

- Sole Proprietorship _____ Corporation _____ Non Profit Corporation
Partnership X LLC _____ Other _____

Address of Principal Office 4099 W. Jellystone Rd. Hurricane, UT 84737
(Street) (City) (State/Zip)

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

[illegible]

3. Business Name / Location / Management

Name under which business will be operated (if different from name of the applicant, corporation or partnership) Touch of Tuscany

Business Address 4059 W. Jellyston Rd Hurricane UT 84737
(Street) (City) (State/Zip)

Phone Number 435-352-6955

Owner of Property Duckberg LLC (John Hendleman)

Name of Business Manager Jeff Germain
(First) (Middle) (Last)

Social Security # _____ Date of Birth _____

Phone Number _____

*Distance in feet from nearest public or public or private school .4 mile

*Distance in feet from nearest church N/A

*Distance in feet from nearest public playground N/A

*Distance in feet from nearest public park N/A

*Distance in feet from nearest public library N/A

*Utah Prep Academy
See attached
map*

4. Classification of license applied for:

☐ Airport Lounge	☐ Banquet
☐ Bar	☐ Beer Recreational
☐ Hotel	☐ Off-Premise Beer
☐ Package Agency	☐ Reception Center
☐ Restaurant-beer only	☒ 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 ☒ No. If yes, state name of business, location of business, nature of business, date(s) of operation. _____

Have you at any time been convicted of a felony in any court in the United States? Yes ☒ 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 ☒ 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. Better Balance Psychiatry

11/21 - Present 20 N. Main St. George owner of mental health clinic + Dr.
2018 - 2021 Physician at Charleston Medical Center

10/24 - Present owner Popes of Southern Utah Downcountry + custom
2022 Vacation Rental owner managed by Red Rock Vacation Rentals concepts

Are business premises to be leased? ☒ Yes _____ No. If yes, state name and address of lessor and nature of lessor's interest in business premises. _____

Popes of Southern Utah same location that
leases from Duckberg - property owner - John owns all entities

Will food be served at business location? ☒ 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 ☒ 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: _____

see attached sheets + sample menu

STATE OF UTAH

)

: ss.

COUNTY OF WASHINGTON

)

I, Hendleman, John, 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.


Applicant

SUBSCRIBED AND SWORN TO before me this 10th day of December, 2025


(NOTARY PUBLIC OR CITY LICENSE OFFICER)

Val Shumway
437 Pimlico Drive
St. George, UT 84790
Phone: 435-256-9407

Date: December 8, 2025

Subject: Letter of Recommendation for John Hendleman – Liquor License Application

To Whom It May Concern,

I am writing to provide my full recommendation for John Hendleman in his application for a liquor license for the restaurant at the Ropes Course of Southern Utah. I have known John for several years, and during that time, we worked closely together in a Young Men's group. Through this experience, I observed firsthand his integrity, leadership, and commitment to responsibility.

John is a trustworthy individual who consistently demonstrates sound judgment and accountability. He approaches every responsibility with diligence and care, ensuring that tasks are completed properly and with respect for all involved. Based on my experience, I have no concerns regarding John's ability to maintain good order and provide appropriate oversight in this endeavor. I am confident that he will uphold all regulations and standards associated with this license.

Please feel free to contact me if you require any additional information. It is my pleasure to support John in this application.

Sincerely,
Val Shumway

Signature: Val Shumway



From the Desk of
Ronnie LeBaron, Owner of GlitchBusters
445 E St George Blvd Suite 105
St George, UT 84770

To whom it may concern,

I am pleased to recommend John Hendleman, in support of obtaining a liquor license for a restaurant at The Ropes of Southern Utah. I have known him to be a responsible, trustworthy, and conscientious member of the community, and I have no concerns regarding his ability to appropriately manage and maintain a liquor license. I believe he will operate the restaurant with integrity and in full compliance with all applicable regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "RLB", is positioned above the printed name.

Ronnie LeBaron



Katie Leavitt <katie@theropesofsouthernutah.com>

Liquor License**Jeff** [REDACTED]

Tue, Dec 9, 2025 at 9:27 AM

To: John Hendleman <john@theropesofsouthernutah.com>

Cc: Katie Leavitt <katie@theropesofsouthernutah.com>, Mindy Hendleman <[REDACTED]>

To Whom It May Concern:

I am writing to offer my sincere character reference for **John Hendlman**. I have known and worked with John for a while, and during this time I have come to know him as an individual of exceptional integrity and dependability.

John is truly a man of his word. When he commits to doing something, he follows through without hesitation. He is one of the hardest-working individuals I have ever had the privilege of working alongside. His work ethic, reliability, and determination consistently stand out. Whatever John puts his mind to, he completes with dedication and care.

Throughout the time I have known him, John has always conducted himself with honesty, respect, and professionalism. His integrity is evident in both his personal interactions and his work. He is someone you can trust, rely on, and respect.

I am confident in John's character and in the positive qualities he brings to every environment he is a part of. Please feel free to contact me if further information is needed.

Best Regards,
Jeff Germain

[Quoted text hidden]

Paul Hatch
364 S. Paris Dr.
St. George, Utah 84790
paul@alliesusa.com • 801-244-5433
December 9, 2025

Utah Department of Alcoholic Beverage Services

Re: Letter of Recommendation for John Hendleman / Taste of Tuscany

To Whom It May Concern,

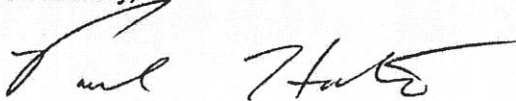
I am writing to offer my full recommendation and support for **John Hendleman**, owner of **The Ropes of Southern Utah**, in his application for a liquor license for his new on-site restaurant, **Taste of Tuscany**.

I have known John both personally and professionally for several years. Throughout that time, he has consistently demonstrated integrity, accountability, and a strong commitment to running high-quality, community-focused businesses. John is a responsible operator who maintains high standards of professionalism and is attentive to all regulatory requirements relevant to his enterprises.

I have no concerns whatsoever regarding his ability to appropriately manage, uphold, and comply with all responsibilities associated with a liquor license. I am confident that Taste of Tuscany will be operated with the same level of care, safety, and responsibility that John brings to all of his ventures.

Please feel free to contact me if any additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Hatch", with a stylized flourish at the end.

Paul Hatch

Shannon Anastacio

Practice Manager

379 N Black Canyon Ave

Washington, UT 84780

208-818-9290

Shannon.tono@yahoo.com

December 8, 2025

To Whom It May Concern:

I am writing to offer my full recommendation for John W Hendleman, who is applying for a liquor license for Ropes of Southern Utah located in Hurricane, Utah. I have known John Hendleman for 3.5 years in my capacity as business associate and during this time I have consistently been impressed by his professionalism, integrity, and commitment to responsible business practices.

Throughout our interactions, John Hendleman has demonstrated strong ethical judgment, reliability. He has shown a sincere dedication to operating a safe and well-managed establishment, with a focus on compliance, staff training, and maintaining a positive environment for the community.

I am confident that John Hendleman will uphold all legal requirements and expectations associated with the sale and service of alcohol. His character, work ethic, and commitment to responsible management make them an excellent candidate for licensure.

If you require any further information or would like to discuss my recommendation, please feel free to contact me at 208-818-9290 or email me at Shannon.tono@yahoo.com. Thank you for your time and consideration.

Sincerely,

Shannon Anastacio

Hurricane City Council

I am writing this letter in recommendation of approval for a liquor license to be issued to John Hendleman. I have worked closely with John for a year and a half and know the kind of person and business man he is. He is an upstanding person and has the ability and staff to ensure the restaurant with its liquor license will be managed and in compliance with all state and local laws. He conducts himself in a professional manner and wants to ensure things are being done to better the community. As a born and raised Hurricane local, I have seen the changes and growth and I feel it is important to make sure the growth is being handled by responsible parties and I know that John is a responsible party that will bring added value and revenue to our town.

Thank you for your time.

Katie Leavitt
435-680-1710

A handwritten signature in cursive script that reads "Katie Leavitt". The signature is written in dark ink and is positioned below the typed name and phone number.

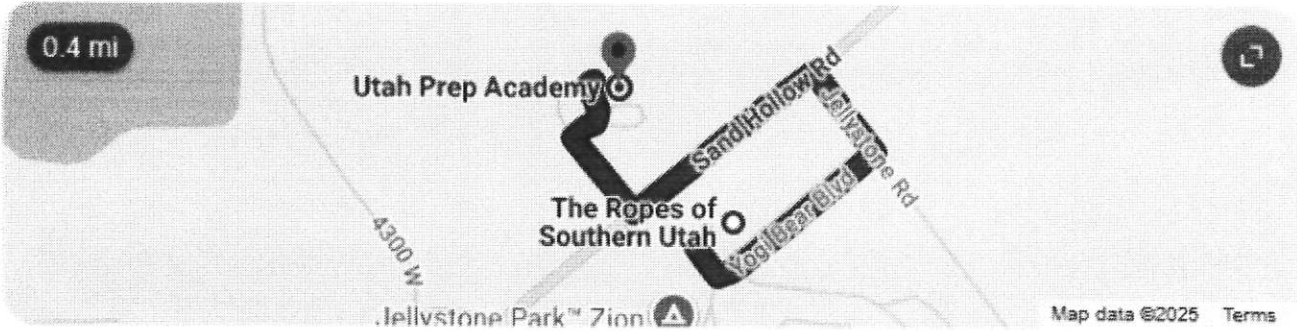
Get there :

The Ropes of Southern Utah, 4059 Jellystone

Utah Prep Academy, 505 S Hope Circle, H

Drive

2m



2m (0.4 mi)
via Yogi Bear Blvd and Sand Hollow Rd/S Sand Holw Rd

Directions



A Enter Starting Point

B Enter Destination

Get Directions

MAP DISTANCE CALCULATOR

4059 W Jellystone Rd hurricane utah

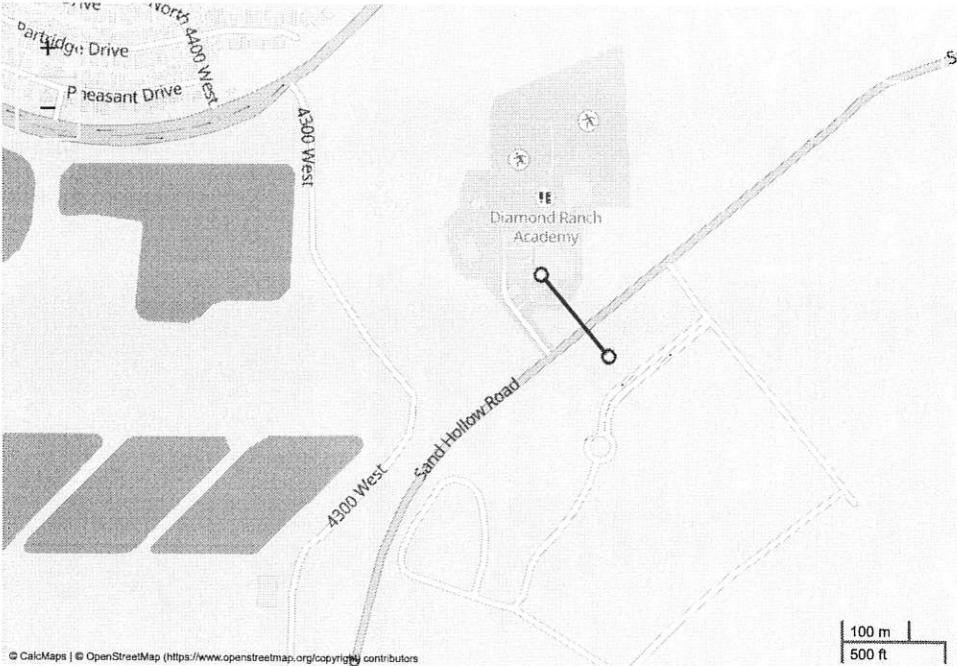
Search

Clear All

Clear Last Point

Share Distance

Distance: 154.3 m | 0.15 km | 0.10 mi | 506 ft | 168.8 yd | 0.08 nm



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You can draw multiple circles, distances, areas or elevations, import/export data save and edit them later with a larger map!

Try Calcmaps PRO (<https://calcmapspro.com/register/>)

Print map

Download map

Note: To measure the distance on the google maps distance calculator tool. First zoom in, or enter the address of your starting point. Then draw a route by clicking on the starting point, followed by all the subsequent points you want to measure. You can calculate the length of a path, running route, fence, border, or the perimeter of any object that appears on a google map. The distance calculator will then display a measurement of the length in feet, meters, miles and kilometers.

Distance Converters (<https://www.calcunits.com/length-converter/>)



A Enter Starting Point

B Enter Destination

Get D

Additional Information to help City Council

It's no secret I'm a licensed and board certified psychiatrist who takes his license with extreme care and caution. I work with and prescribe controlled substances on a daily basis, and have no problem having "hard" conversations with people when appropriate rules, guidelines, and instructions aren't followed as they can pose a significant safety concern. Additionally, I maintain responsibility for at least 3 others when it comes to regularly monitoring and ensuring the strictest standards and policies are followed with regard to prescribing practices. This gives me a unique perspective and opportunity not typically found in the restaurant industry, where I'm able to monitor and assist in creating policies and procedures regarding alcohol purchase and consumption. The City Council can rest assured I will maintain as strong a guest protection as I can in monitoring and taking extreme care in ensuring all protocols and monitoring are established and adhered to, to the highest reasonable standard.

Touch of Tuscany restaurant will be managed by Jeff Germain (Chef Hog) who is a locally known restaurateur in Southern Utah. The Ropes Course where the restaurant will be located is managed by born and raised Hurricane local Katie Leavitt.

We have a team of local talent that will ensure the success and rules of the liquor license are followed and the success of the restaurant follows the values of the local community.



Touch of Tuscany - Italian Steakhouse

Sample Menu (Pricing: TBD)

Appetizers

- ❖ Bruschetta al Pomodoro
 - Toasted baguette with fresh tomatoes, basil, garlic, and olive oil
- ❖ Calamari Fritti
 - Crispy fried calamari served with lemon and marinara
- ❖ Caprese Salad
 - Fresh mozzarella, vine-ripe tomatoes, basil, balsamic glaze, EVOO
- ❖ Meatballs with Ricotta
 - House-made beef & pork meatballs, topped with whipped ricotta and basil
- ❖ Garlic Bread

Entrees

Steaks

- ❖ Filet Mignon (8 oz)
- ❖ Ribeye (14 oz)
- ❖ New York Strip (12 oz)

Italian Classics

- ❖ Chicken Parmesan
 - Crispy chicken cutlet with melted mozzarella, marinara, and linguine
- ❖ Fettuccine Alfredo

- Creamy Parmesan Alfredo sauce over fresh pasta (add chicken or shrimp).
- ❖ Tuscan Braised Short Rib
 - Slow-braised beef with Chianti reduction over parmesan polenta.

Desserts

- ❖ Tiramisu
 - Classic espresso-soaked ladyfingers, mascarpone cream, cocoa.
- ❖ New York-Style Cheesecake
 - Served with berry compote.
- ❖ Cannoli
 - Crisp pastry shells filled with sweet ricotta and chocolate chips.
- ❖ Chocolate Lava Cake
 - Warm molten-center chocolate cake with vanilla gelato.

BEER & WINE (Sample Offering)

- ❖ Wine by the Glass
- ❖ **Pinot Grigio** – Light, crisp, citrus notes
- ❖ **Chardonnay** – Buttery, smooth, oak-touched
- ❖ **Chianti** – Classic Italian red, medium-bodied
- ❖ **Cabernet Sauvignon** – Full-bodied steak pairing

Beer

- ❖ **Peroni (Italy)**
- ❖ **Stella Artois**
- ❖ **Michelob Ultra**
- ❖ **Local Craft IPA**



HURRICANE CITY
UTAH

147 N 870 WEST, HURRICANE, UTAH 84737
PHONE: 435-635-2811 FAX: 435-635-2184
www.cityofhurricane.com

Date of Application 12/8/25

License Fee \$50.00
Application Fee \$25.00
Total Due \$75.00

BUSINESS LICENSE APPLICATION

NOTICE: Please complete each statement below. Incomplete applications will not be accepted.

SECTION A — BUSINESS INFORMATION

Name of Business: Touch of Tuscany

Business Phone: 435-357-6955 Business Email: _____

Business Address: 4059 W. Jellystone Rd. Hurricane, UT 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)

State Sales Tax Number (if applicable): _____ Dept. of Commerce Entity #: _____

Professional License # (if applicable): _____ Federal Identification #: _____

Website: _____

Description of Business: Italian steakhouse restaurant

Will there be any building or remodeling: Yes Will the business be located in a newly constructed building: Yes

Commercial Lease-Property Owner Written Approval: Yes Are you a Sexually Oriented Business: NO

Does your business sell alcohol: Yes Does your business sell tobacco products: NO

PART B — HOME OCCUPATION APPLICANTS ONLY

- Will customers visit the home.....
- Will display or stock of merchandise be at home
- Will employees be at the house.....
- Any unusual traffic be created in neighborhood.....
- Will parking on roadside be needed.....
- Will flammable, toxic or poisonous materials be kept at the home
- Will there be any disposal of material into the septic or sewersystem?
- What portion of home is to be used for business (25% total structure area).....

PART C — BUSINESS OWNER INFORMATION

A list of all corporate officers or partners must be included. This list must include name, home address, and phone number.

Owner's Name: John Hendleman Phone Number: [REDACTED]

Home Address: [REDACTED] Hurricane, UT 84737
(State) (Zip)

Please add any additional owners/partners on a separate piece of paper and attach.

➤ **This form is an application for a business license. The receipt for payment of license fees thereof does not constitute being approved to operate a business. The actual license will be issued only when all inspections are completed and signed off by the various City departments and approval is given by the Business License Office. To open and/or operate a business without final approval is a Class B Misdemeanor and punishable by law.**

Manager (if different): Jeff German

Katie Leavitt

Phone Number: _____

All businesses licensed in Hurricane City must be in compliance with applicable fire codes and regulations at all times. New businesses may be required to pass a fire inspection prior to issuance of a business license. Fire inspections encompass, but are not limited to: fire equipment such as extinguishers, exits and aisles, electrical equipment, storage, and fire protection systems. Inspections may include additional areas of concern specific to particular business activities and/or locations. The licensing clerk will inform new applicants whether an initial inspection is required. Please contact the Hurricane Valley District at 435-635-9562 to schedule an inspection.

I understand that compliance with applicable fire codes and regulations is required for all businesses licensed in Hurricane City. I understand that a fire inspection of my business may be required in the future and would be conducted by Hurricane City Fire Department personnel. I understand that failure to comply with applicable fire codes and regulations may be grounds for revocation of my business license.

I UNDERSTAND AND AGREE to comply with all regulations of Title 3 Business License Regulations. **I UNDERSTAND that business shall not commence at this location without first obtaining an official copy of the business license**, and that inspections of the City Building, Zoning, Fire Officials, and the County Health Officials must first be completed and the building approved by these officials for business activities.

Katie Leavitt
Applicant's Signature

12/8/25
Date

TOTAL FEES

\$

75

Office Use Only

AMOUNT PAID \$

75

DATE

12-9-25

RECEIPT #

8.000194473

CITY LICENSE NUMBER _____

Home Occupation: yes / no

Zone: _____

Permitted Use: yes / no

Planning Commission Approval Required: yes / no If yes, which approval: site plan / conditional use

Planning Commission approval date: _____ Zoning approval/date: _____

New Construction: yes / no

Remodel: yes / no

Building Permit: yes / no

Certificate of Occupancy or Tenant Improvement inspection required: yes / no

Bid Results

Apparent Rank	Bidder	Bid Bond (Y/N)	Addendum #1 (Y/N)	Base Bid	Alt #1	Alt #2	Alt #3	Alt #4	Alt #5	*plus alts Total	Disqualified
1	Grass Creek	Y	Y	\$ 13,376,000.00	\$ 847,200.00	\$ 16,713.00	\$ 129,875.00	\$ 10,000.00	\$ (105,530.00)	\$ 14,274,258.00	
2	Westland	Y	Y	\$ 13,835,415.00	\$ 890,000.00	\$ 16,000.00	\$ 122,875.00	\$ -	\$ (109,000.00)	\$ 14,755,290.00	
3	Bonneville	Y	Y	\$ 13,977,596.00	\$ 847,200.00	\$ 16,691.00	\$ 129,995.00	\$ 23,108.00	\$ (105,566.00)	\$ 14,889,024.00	
4	Caliber	Y	Y	\$ 13,885,675.00	\$ 1,100,000.00	NA	NA	NA	NA	\$ 14,985,675.00	X
5	Watts	Y	Y	\$ 14,436,609.00	\$ 888,577.00	\$ 14,383.00	\$ 114,602.00	\$ -	\$ (114,879.00)	\$ 15,339,292.00	
6	Bud Mahas	Y	Y	\$ 14,439,000.00	\$ 897,000.00	\$ 18,000.00	\$ 153,000.00	\$ 14,000.00	\$ (100,000.00)	\$ 15,421,000.00	

Contractor Ranking Sheet – City Pool Proposals

Company	Bid Price (40)	References (20)	Team Strength (20)	Project Management (20)	Total
Grass Creek	40	18	18	20	96
Westland	39	20	18	17	94
Bonneville	38	16	18	20	92
Caliber	37	10	10	15	72
Watts	36	19	20	20	95
Mahas	35	20	20	17	92



STAFF COMMENTS

Item: Consideration and possible approval of awarding the bid to construct the new pool facility.

Discussion: This project is for removing the existing City Pool and constructing a new indoor aquatic facility, whose layout has been previously approved by the City Council. The project has been designed and advertised for bids. The City has received 6 bids ranging from \$14,274,258 to \$15,421,000. The bid tabulation is included in the agenda packet.

Findings: A panel consisting of the project architect and City Staff met to evaluate the bids and qualifications of the bidders against the selection criteria advertised in the information for bidders. Additionally the proposed financing for the project has been analyzed and compared to the bids and it appears the City has adequate financing in place to cover the cost of the project.

Recommendation: Upon evaluating the bids and statements of qualifications of each contractor, the selection panel recommends awarding the project to Grass Creek Construction for a total of \$14,379,788, with the intention that the City will implement alternate bid items 1,2,3, and 4, but not 5, which provides a \$105,530 credit. Alternate #5 is to replace the proposed onsite chlorine-generator with a chlorine tank that would have to be stocked with product purchased off-site. After evaluating ongoing chlorine costs, the onsite generator will pay for itself within 3 years. -Arthur LeBaron



STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-45 Authorizing and approving a preliminary official statement and an official statement, an official notice of bond sale, and all other documents required in connection with the issuance and sale of not more than \$8,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), and other documents required in connection therewith; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters.

Discussion: This agenda item relates to the financing of the new Hurricane City indoor pool facility. There are multiple, required steps a city must take in the financing of a project. These steps are especially important in the determination of how a project is financed.

There are generally a couple of ways in which a bond can be financed. The first, the city has the option of a direct placement bond which is sold directly to an interested financial institution, such as Zions Bank, or Wells Fargo. The terms on this type of bond typically include a shorter bond maturity time, favorable financing options such as no repayment penalties but this option also has slightly more expensive interest rates.

The second option, sends the bond out on the open market as a "bond sale". Under this scenario, terms of the bond maturity can typically be extended, interest rates are typically slightly better than a direct placement, but there are tighter requirements on repayment options as well as more stringent reporting requirements which are ongoing over the life of the bond.

Staff would like to have available both options to take advantage of which financing option will be of most benefit to the city. This document, and the request of this agenda item, is to full the requirements of option two, sending the bond out on the open market.

I would recommend to the council approval of this agenda item which will open option two financing up for us in case we would like to exercise the option. Ultimately, the bid price of the project will be a major factor in how we will finance the pool facility project and once that price is known, we can have a better idea of which financing option we will want to take. - Kaden DeMille

Findings:

Recommendation:

Hurricane, Utah

December 18, 2025

The City Council (“City Council”) of Hurricane City, Utah (the “City”), met in regular public session on December 18, 2025, at its regular meeting place in Hurricane, Utah at 6:00 p.m. with the following members of the Council present:

Nanette Billings	Mayor
David Hirschi	Councilmember
Kevin Thomas	Councilmember
Clark Fawcett	Councilmember
Drew Ellerman	Councilmember
Joseph Prete	Councilmember

Also present:

Kaden Demille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this December 18, 2025, meeting, a copy of which is attached hereto as Exhibit A.

The City Recorder noted that pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, a notice of public hearing with respect to the issuance of the City’s proposed Sales Tax Revenue Bonds, Series 2026 in the principal amount of not to exceed \$8,000,000 was posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City’s official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City.

The hearing was then opened to all members of the public desiring to give input with respect to the issuance by the City of its Sales Tax Revenue Bonds, Series 2026.

After all such input with respect to the issuance by the City of its Sales Tax Revenue Bonds, Series 2026 was presented, the public hearing was closed.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of the City Council. The resolution is as follows:

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY (THE “CITY COUNCIL”), UTAH AUTHORIZING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT, AN OFFICIAL NOTICE OF BOND SALE, AND ALL OTHER DOCUMENTS REQUIRED IN CONNECTION WITH THE ISSUANCE AND SALE OF NOT MORE THAN \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2026 (THE “SERIES 2026 BONDS”), AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, by resolution adopted on November 20, 2025 (the “Parameters Resolution”) the City Council approved the issuance by the City of the Series 2026 Bonds (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City) to (a) finance the construction of a new community swimming pool and all related improvements (the “Project”), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2026 Bonds herein described; and

WHEREAS, pursuant to the Parameters Resolution, the City previously authorized the Designated Officers (as defined in the Parameters Resolution) to approve the selection of an underwriter and determine the method of sale for the Series 2025 Bonds, and the Designated Officers have elected to select an underwriter at a competitive public sale; and

WHEREAS, the City desires to (a) authorize the use and distribution of a preliminary official statement relating to the Series 2026 Bonds (the “Preliminary Official Statement”) in substantially the form attached hereto as Exhibit B, (b) approve a final official statement (the “Official Statement”) in substantially the form as the Preliminary Official Statement, (c) authorize and approve an Official Notice of Bond Sale (the “Official Notice of Bond Sale”) in substantially the form attached hereto as Exhibit C in connection therewith, (d) authorize a continuing Disclosure Undertaking in substantially the form attached to the Preliminary Official Statement, that is deemed final, and (e) authorize and approve all other documents relating thereto;

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

Section 1. The Preliminary Official Statement in the form attached hereto as Exhibit B is hereby authorized and shall be utilized in the marketing of the Series 2026 Bonds and the Official Statement is hereby approved in substantially the same form as the Preliminary Official Statement. The City Council further authorizes the Designated Officers to execute a Continuing Disclosure Undertaking in substantially the form attached to the Preliminary Official Statement that is deemed final.

Section 2. Pursuant to the Parameters Resolution and this resolution, the City Council hereby grants and further gives authority to the Designated Officers or other appropriate officials

of the City to make any alterations, changes or additions to the Preliminary Official Statement, the Official Statement, the Official Notice of Bond Sale or any other document which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the parameters set by the Parameters Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this resolution or any resolution adopted by the City Council or the provisions of the laws of the State of Utah or the United States.

Section 3. Upon the issuance of the Series 2026 Bonds, this Resolution shall be and shall remain irrevocable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture (as defined in the Parameters Resolution).

Section 4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this December 18, 2025.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on December 18, 2025, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession .

I further certify that the Resolution, with all exhibits attached, was deposited in my office on December 18, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this December 18, 2025.

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the December 18, 2025 public meeting held by the City Council of the City (the “City Council”), by causing the Notice, in the form attached hereto as Schedule 1:

(a) to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) to be posted to the Utah Public Notice Website (<https://www.utah.gov/pmn/>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the City’s official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 18, 2025.

By: _____
City Recorder

SCHEDULE 1 -- NOTICE OF MEETING
SCHEDULE 2 -ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF OFFICIAL NOTICE OF BOND SALE

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY [____], 2026**NEW ISSUE—Book-Entry Only****Ratings:** [____] “____”; [____] “____”
(See “RATINGS” herein)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes. [The Series 2026 Bonds are not “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.] Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See “TAX MATTERS” in this Official Statement.

HURRICANE CITY, UTAH
\$[PAR]*
SALES TAX REVENUE BONDS
SERIES 2026

Dated: Date of Initial Delivery**Due: February 1, as shown herein**

The \$[PAR]* Sales Tax Revenue Bonds, Series 2026 (the “Series 2026 Bonds”) are issued as fully registered bonds by Hurricane City, Utah (the “City”) and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2026 Bonds. Purchases of the Series 2026 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2026, by Zions Bancorporation, National Association, as Paying Agent, all as more fully described herein. So long as DTC or its nominee is the registered owner of the Series 2026 Bonds, payments of the principal of and interest on such Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See “THE SERIES 2026 BONDS—Book-Entry Only System” herein.

The Series 2026 Bonds are subject to optional [and sinking fund redemption] prior to maturity. See “THE SERIES 2026 BONDS—Redemption Provisions” herein.

The proceeds of the Series 2026 Bonds will be used by the City for the purpose of (a) financing the construction of a community swimming pool and all related improvements (the “Series 2026 Project”) and (b) paying costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are special, limited obligations of the City, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture between the City and Zions Bancorporation, National Association, as Trustee. The Revenues consist primarily of the Pledged Sales and Use Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of and interest on the Series 2026 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “RISK FACTORS” herein. The Series 2026 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2026 Bonds or any portion thereof to secure payment of the Series 2026 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

The Series 2026 Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on [Wednesday, February 25, 2026], as set forth in the Official Notice of Bond Sale, dated [February 12, 2026].

Zions Public Finance is acting as Municipal Advisor to the City.

The Series 2026 Bonds are offered when, as and if issued by the City and received by the successful bidder (the “Purchaser”), subject to the approval of their legality by Gilmore & Bell, P.C., Salt Lake City, Utah, Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Salt Lake City, Utah, disclosure counsel to the City. Certain legal matters will be passed upon for the City by Dayton Hall, Esq., City Attorney. Zions Public Finance Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds, in book-entry only form, will be available for delivery to the Purchaser through the facilities of DTC or its agent on or about [February ____], 2026.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2026, and the information contained herein speaks only as of that date.

* Preliminary; subject to change.

HURRICANE CITY, UTAH

\$[PAR]*

SALES TAX REVENUE BONDS, SERIES 2026

MATURITIES, AMOUNTS, INTEREST RATES AND PRICES/YIELDS

<u>Due</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u> [†]
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					

[\$ _____ % Term Bond maturing February 1, 20 ____; Price _____ %; CUSIP _____]

* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2026 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2026 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2026 Bonds.

No dealer, broker, salesman or any other person has been authorized by the City to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer or solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

The yields at which the Series 2026 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2026 Bonds. Such transactions, if commenced, may be discontinued at any time.

The Official Statement should be considered in its entirety. No one factor should be considered more or less important than another by reason of its position in this Official Statement. Where statutes, ordinances, reports or other documents are referred to in this Official Statement, reference should be made to those documents for more complete information regarding their subject matter.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Forward-looking statements are included in the Official Statement under the captions “INTRODUCTION,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “SOURCES AND USES OF FUNDS,” “FINANCIAL INFORMATION REGARDING HURRICANE CITY,” and “RISK FACTORS.” The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

THE SERIES 2026 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2026 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2026 Bonds.

HURRICANE CITY, UTAH
\$[PAR]*
SALES TAX REVENUE BONDS, SERIES 2026

147 North 870 West
Hurricane, Utah 84737
(435) 635-2811

MAYOR AND CITY COUNCIL

[Nanette Billings]	Mayor
[David Hirschi]	Council Member
[Kevin Thomas]	Council Member
Clark Fawcett	Council Member
Drew Ellerman	Council Member
Joseph Prete	Council Member

CITY ADMINISTRATION

Kaden DeMille	City Manager
Dayton Hall	City Attorney
Cindy Beteag	City Recorder

TRUSTEE, PAYING AGENT & REGISTRAR

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133
(801) 844-5428

MUNICIPAL ADVISOR

Zions Public Finance, Inc.
One South Main Street, 18th Floor
Salt Lake City, Utah 84133
(801) 844-7375

BOND COUNSEL & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101
(801) 364-5080

* Preliminary; subject to change.

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**OFFICIAL STATEMENT
RELATING TO
HURRICANE CITY, UTAH
\$[PAR]*
SALES TAX REVENUE BONDS, SERIES 2026**

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by the Hurricane City, Utah (the “City”) of its \$[PAR]* Sales Tax Revenue Bonds, Series 2026 (the “Series 2026 Bonds”), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2026 Bonds to potential investors is made only by means of the entire Official Statement.

See also the following appendices attached hereto: “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS’ REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025”; “APPENDIX B—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY”; “APPENDIX C—FORM OF GENERAL INDENTURE”; “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING”; “APPENDIX E—FORM OF OPINION OF BOND COUNSEL”; and “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.”

The City

The City is situated approximately eleven miles east of St. George, in Washington County, Utah. The City was incorporated in 1912. The City had 24753 residents according to the 2024 estimate of the U.S. Census Bureau.

Authorization and Purpose of the Series 2026 Bonds

The Series 2026 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and other applicable provisions of law; (ii) a resolution adopted by the City Council on November 20, 2025 (the “Resolution”) which provides for the issuance of the Series 2026 Bonds; and (iii) a General Indenture of Trust dated as of [February 1, 2026] (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust dated as of [February 1, 2026] (the “First Supplemental Indenture,” and together with the General Indenture, the “Indenture”), each by and between the City and Zions Bancorporation, National Association, as trustee (the “Trustee”).

Proceeds of the Series 2026 Bonds will be used by the City to (i) finance the construction of a community swimming pool and all related improvements (the “Series 2026 Project”), and (ii) pay the costs of issuing the Series 2026 Bonds. See “THE SERIES 2026 PROJECT” herein.

Security and Sources of Payment

The Series 2026 Bonds are special, limited obligations of the City, payable solely from and secured solely by a pledge of the hereinafter defined Revenues, monies, securities and certain funds and accounts pledged therefor in the Indenture. “Revenues” consist primarily of the sales and use tax revenues (the “Pledged Sales and Use Taxes”) received by City under Title 59, Chapter 12, Part 2 of the Utah Code (the “Local Sales and Use Tax Act”).

* Preliminary; subject to change.

No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2026 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “RISK FACTORS” herein. The Series 2026 Bonds do not constitute a general obligation indebtedness, a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2026 Bonds or any portion thereof to secure payment of the Series 2026 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

The Pledged Sales and Use Taxes for fiscal year 2025 were \$[7,602,426] [*Confirm this amount ties to City financials*] and provide projected coverage of approximately [_____] times the estimated maximum annual debt service requirement for the Series 2026 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2026 Bonds are maintained at the fiscal year 2025 amount. See “RISK FACTORS” herein for additional information.

Initial Bonds; Additional Bonds

The Series 2026 Bonds are the initial Series of Bonds under the Indenture. The City may issue Additional Bonds or other obligations payable on a parity with the Series 2026 Bonds upon complying with certain requirements set forth in the Indenture. Such Additional Bonds issued under the Indenture together with the Series 2026 Bonds are sometimes collectively referred to herein as the “Bonds.” See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds” below.

State Pledge of Nonimpairment

In accordance with Section 11-14-307 of the Act, the State pledges that it will not alter, impair or limit the taxes comprising the Pledged Sales and Use Taxes in a manner that reduces the amounts to be rebated to or collected by the City until obligations secured by such taxes, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of such obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—State Pledge of Nonimpairment” and “RISK FACTORS” herein.

However, the City notes that the State’s pledge of non-impairment under Section 11-14-307 of the Act has not been interpreted by a court of law and, therefore, the City cannot predict the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of the Pledged Sales and Use Taxes, or (iii) impact any other aspect of Pledged Sales and Use Taxes.

Redemption

The Series 2026 Bonds are subject to optional [and sinking fund] redemption prior to maturity. See “THE SERIES 2026 BONDS—Redemption Provisions” herein.

Registration, Denominations, Manner of Payment

The Series 2026 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds.

* Preliminary; subject to change.

Principal of and interest on the Series 2026 Bonds (interest payable February 1 and August 1 of each year, commencing August 1, 2026) are payable by Zions Bancorporation, National Association, as paying agent (the “Paying Agent”), to the registered owners of the Series 2026 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2026 Bonds, as described under “THE SERIES 2026 BONDS—Book-Entry Only System” herein.

Tax Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. [The Series 2026 Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.] Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

See “TAX MATTERS” in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2026 Bonds.

Public Sale/Electronic Bid

The Series 2026 Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on [Wednesday, February 25, 2026], as set forth in the Official Notice of Bond Sale, dated [February 12, 2026].

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2026 Bonds are offered, subject to prior sale, when, as and if issued and received by the Purchaser subject to approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Salt Lake City, Utah, disclosure counsel to the City. Certain legal matters will be passed upon for the City by Josh Chandler, Esq., City Attorney. LRB Public Finance Advisors, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about October 10, 2024.

Continuing Disclosure

The City will execute a Continuing Disclosure Undertaking for the benefit of the beneficial owners of the Series 2026 Bonds to enable the Underwriter to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. See “CONTINUING DISCLOSURE” and “APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING.”

Basic Documentation

The “basic documentation” which includes the Resolution, the Indenture and other documentation, authorizing the issuance of the Series 2026 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the “contact persons” as indicated herein.

Contact Persons

The chief contact person for the City concerning the Series 2026 Bonds is:

Kaden DeMille, City Manager
Hurricane City
147 North 870 West
Hurricane, Utah 84737
(435) 635-2811
kaden@cityofhurricane.com

The chief contact person for the City's Municipal Advisor concerning the Series 2026 Bonds is:

Mark Anderson, Vice President
Zions Public Finance
One South Main Street 18th Floor
Salt Lake City Utah 84133
(801) 844-7377
mark.anderson@zionsbancorp.com

THE SERIES 2026 BONDS

General

The Series 2026 Bonds will be dated as of their date of delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2026 Bonds will be payable semiannually on February 1 and August 1 of each year commencing August 1, 2026. The Series 2026 Bonds are issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Series 2026 Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside cover page hereof. Interest on the Series 2026 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2026 Bonds will be payable by check or draft mailed by the Paying Agent to the Registered Owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2026 Bonds will be payable at the principal corporate trust office of Zions Bancorporation, National Association, as Trustee and Paying Agent, or its successor upon presentation of the Series 2026 Bonds by the Registered Owners or their duly authorized agents on or after the date of maturity or redemption.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds maturing on or prior to February 1, 20__, are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after February 1, 20__, are subject to redemption at the option of the City on February 1, 20__, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

[Mandatory Sinking Fund Redemption] The Series 2026 Bonds maturing on February 1, 20__, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund
Redemption Date
(February 1)

Mandatory Sinking Fund
Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2026 Bonds maturing on February 1, 20____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2026 Bonds maturing on February 1, 20____, respectively, in such order of mandatory sinking fund date as shall be directed by the City.]

Notice of Redemption. In the event any of the Series 2026 Bonds are to be redeemed, the Registrar shall cause notice of redemption to be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2026 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption.

In addition to the foregoing, further notice of any redemption of Series 2026 Bonds shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

If at the time of mailing of any notice of optional redemption there is not on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice will state that such redemption will be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys will not have been so received said notice will be of no force and effect and the City will not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

Partially Redeemed Fully Registered Bonds. In case any Series 2026 Bond shall be redeemed in part only, upon the presentation of such Series 2026 Bond for such partial redemption, the City shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2026 Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2026 Bond. A portion of any Series 2026 Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2026 Bonds for redemption, the Trustee will treat each such Series 2026 Bond as representing that number of Series 2026 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2026 Bonds by \$5,000.

Book-Entry Only System

The Series 2026 Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC"), New York, New York, or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Series 2026 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Series 2026 Bonds for all purposes of the Series 2026 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2026 Bonds may be made in denominations described above. For a description of the book-entry only system for the Series 2026 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Registration, Transfer and Exchange

In the event that the book-entry-only system has been terminated, the Series 2026 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2026 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

For every such exchange or transfer of the Series 2026 Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2026 Bonds, but may impose no other charge therefor.

The City and the Trustee shall not be required to issue, transfer, or exchange any Series 2026 Bond after the Regular Record Date with respect to any redemption of such Series 2026 Bond or during a period from and including any Regular Record Date with respect to any interest payment date to and including such interest payment date. The Regular Record Date, for each Interest Payment Date, is the fifteenth day immediately preceding each interest payment date.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Series 2026 Bonds are special, limited obligations of the City, payable solely by a pledge and assignment of the Revenues and moneys on deposit in the funds and accounts (other than the Rebate Fund) established under the Indenture. The Series 2026 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity or the State. The City will not mortgage or grant any security interest in the improvements financed or refinanced with the proceeds of the Series 2026 Bonds or any portion thereof to secure payments of the Series 2026 Bonds.

Pledged Sales and Use Taxes

The Local Sales and Use Tax Act provides that each city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness. See “RISK FACTORS—Uncertainty of Economic Activity and Pledged Sales and Use Tax Revenues” and “—Legislative Changes to Sales Tax Statutes,” herein.

The local sales and use tax is levied in addition to a statewide sales and use tax (the “Statewide Tax”) which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients and sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%). The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the

county for general fund purposes of the county, which sales and use taxes do not constitute Pledged Sales and Use Taxes. Washington County (the “County”) currently imposes sales and use taxes to fund transportation infrastructure, zoo, art and parks purposes, and for general fund purposes of the County. None of these taxes are pledged as a component of Pledged Sales and Use Taxes. The total sales and use tax imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by the County) is 6.75%.

Local sales and use taxes, including the Pledged Sales and Use Tax Revenues, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the “50/50 Distribution”). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution (the “Minimum Distribution”) if such amount is greater than the 50/50 Distribution. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments. See “RISK FACTORS—Legislative Changes to Sales Tax Statutes,” herein.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Historical Sales Tax Revenues

A historical summary of the Pledged Sales and Use Tax Revenues for the last ten fiscal years is shown below.

Historical Summary of Sales Tax Revenues

<u>Fiscal Year Ended June 30</u>	<u>Sales Tax Revenues</u>	<u>Percent Change from Prior Year</u>
2025	\$7,602,426	8.13%
2024	7,030,745	8.20
2023	6,497,831	7.71
2022	6,032,433	24.56
2021	4,842,880	25.15
2020	3,869,519	10.53
2019	3,500,946	8.53
2018	3,225,726	14.58
2017	2,815,288	8.87
2016	2,585,826	8.75

(Source: Utah State Tax Commission.) *[City to confirm these amounts tie with audited financial statements.]*

The Largest Sales Taxpayers in the City

[State law prohibits disclosure of information relating to specific payors of the sales and use taxes in the City. However, with respect to the specific sources of sales and use taxes in the City in [fiscal year 2025] [the last twelve months], the top ten taxpayers combined accounted for approximately []% of all applicable sales occurring within the City. Such taxpayers primarily include *[retail type]*.]

Debt Service Coverage

As shown above, the Pledged Sales and Use Taxes for fiscal year 2025 were \$[7,602,426] and provide projected coverage of approximately [_____] * times the estimated maximum annual debt service requirement for the Series 2026 Bonds, assuming that annual Pledged Sales and Use Taxes over the life of the Series 2026 Bonds are maintained at the fiscal year 2025 amount. See “RISK FACTORS” herein.

Flow of Funds

All Revenues shall be accounted for by the City separate and apart from all other moneys of the City.

So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the City shall, at least semi-annually and at least fifteen days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the City need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable.

As a second charge and lien on the Revenues, the City shall on or before fifteen days prior to each Interest Payment Date replenish or repay, as applicable, the Debt Service Reserve Fund and/or the Reserve Instrument Fund as required by the Indenture.

Subject to making the foregoing deposits, the City may use the balance of the Revenues accounted for in the Revenue Fund for any of the following (i) redemption of Bonds; (ii) refinancing, refunding, or advance refunding of any Bonds; or (iii) for any other lawful purpose.

No Debt Service Reserve

There is no Debt Service Reserve Requirement for the Series 2026 Bonds and consequently no Account in the Debt Service Reserve Fund will be funded with respect to the Series 2026 Bonds.

Additional Bonds

No additional indebtedness, bonds or notes of the City secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds will be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes

* Preliminary; subject to change.

of the City payable on a parity with the Bonds out of Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This provision will not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds or other indebtedness to be outstanding plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds, provided, however, that such coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by the Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance), and/or (iii) any other lawful purpose of the City.

THE SERIES 2026 PROJECT

Proceeds from the Series 2026 Bonds will be used to finance the construction of a new community swimming pool and all related improvements. It is anticipated that construction on the Series 2026 Project will commence [] and be completed []. Project costs are currently estimated at \$[] for the construction of [].

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2026 Bonds are as follows:

Sources of Funds

Principal Amount	\$ _____
[Net] Reoffering Premium	_____
TOTAL	\$ _____

Uses of Funds

Deposit to Construction Fund	\$ _____
Costs of Issuance ⁽¹⁾	_____
TOTAL	\$ _____

⁽¹⁾ Costs of Issuance include legal, municipal advisor, rating agency and Trustee fees, Underwriter's discount, and other costs and expenses related to the issuance of the Series 2026 Bonds.

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DEBT SERVICE SCHEDULE

The following table sets forth the estimated debt service schedule for the Series 2026 Bonds.

<u>Payment Date</u>	<u>Principal*</u>	<u>Interest</u>	<u>Fiscal Total</u>
August 1, 2026			
February 1, 2027			
August 1, 2027			
February 1, 2028			
August 1, 2028			
February 1, 2029			
August 1, 2029			
February 1, 2030			
August 1, 2030			
February 1, 2031			
August 1, 2031			
February 1, 2032			
August 1, 2032			
February 1, 2033			
August 1, 2033			
February 1, 2034			
August 1, 2034			
February 1, 2035			
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February 1, 2044			
August 1, 2044			
February 1, 2045			
August 1, 2045			
February 1, 2046			
August 1, 2046			
February 1, 2047			
August 1, 2047			
February 1, 2048			
August 1, 2048			
February 1, 2049			
August 1, 2049			
February 1, 2050			
August 1, 2050			
February 1, 2051			
August 1, 2051			
February 1, 2052			
Total			

* Preliminary; subject to change.
(Source: The Municipal Advisor.)

HURRICANE CITY

General Information

The City is situated about eleven miles east of St. George, Washington County, Utah. The City was incorporated in 1912. The City had 24,753 residents according to the 2024 estimate of the U.S. Census Bureau.

Form of Government

State statutes detail the functions to be performed by municipalities. Title 10 of Utah Code, generally sets out laws to provide for the incorporation, organization, and classification of cities and towns based upon population. Cities of the fourth class, such as the City, are those with fewer than 30,000 and greater than 10,000 inhabitants.

The City is currently governed by a Mayor and City Council consisting of five persons, elected at large by voters in the City. A measure of continuity is provided in the City Council by the election of the councilmembers to four-year overlapping terms. Duties of the councilmembers include the responsibility for all City affairs in general. The City Council must approve and may revise the budget of any City department or elected official. The City Council serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the City area. Other appointed officials are the City Manager, City Attorney, City Recorder and Treasurer.

Current members serving as Mayor, City Council and City administration and their respective years in office are as follows:

<u>Office</u>	<u>Person</u>	<u>Years of Service</u>	<u>Expiration Of Term</u>
Mayor	[Nanette Billings]	[]	[December 2025]
Councilmember	[David Hirschi]	[]	[December 2025]
Councilmember	[Kevin Thomas]	[]	[December 2025]
Councilmember	Clark Fawcett	[]	December 2027
Councilmember	Drew Ellerman	[]	December 2027
Councilmember	Joseph Prete	[]	December 2027
City Manager	Kaden DeMille	[]	Appointed
City Recorder	Cindy Beteag	[]	Appointed
City Attorney	Dayton Hall	[]	Appointed

[To be updated with changes effective in 2026.]

Employee Workforce and Retirement System

The City currently employs approximately [] full-time employees, [] part-time employees, and [] seasonal employees for a total employment of approximately [] employees.

The City is a member of the Utah State Retirement Systems (“URS Systems”). The URS Systems are multiple-employer, cost-sharing defined benefit pension plans. The URS Systems cover substantially all eligible public employees of the State and education employees as well as participating local government entities. The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the URS Systems due to the implementation of the Government Accounting Standards Board’s Statement 68, Accounting and Financial Reporting for Pensions (“GASB 68”).

See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS’ REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements—Note . Pension Plans.”

FINANCIAL INFORMATION REGARDING HURRICANE CITY

Fund Structure; Accounting Basis

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer and mayor may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 in each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter- department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Financial Controls

[The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available.]

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Risk financing activities are accounted for in various operating funds, with unallocated or City-wide activities being accounted for in the general fund. The City maintains insurance for general liability, auto liability, and employee dishonesty through Utah Local Government's Insurance Trust. Worker's compensation coverage is carried through the State Worker's Compensation Fund.

Investment of Funds

Investment of Operating Funds; The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. The City has no investments in derivative or leveraged securities. For [fiscal year 2025], [all of City investment funds] were invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), as discussed herein.

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These

short-term securities must be rated “first tier” (“A-1,” “P1,” for short-term investments and “A” or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody’s Investors Service, Inc. or S&P Global. These securities represent limited risks to governmental institutions investing with the Utah Treasurers’ Fund. Variable rate securities in the Utah Treasurers’ Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers’ Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See “APPENDIX A— AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS’ REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements, Note 4—Cash, Cash Equivalents, and Investments.”

Moneys from the sale of obligations issued by the City or pledged to the payment therefor are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

Sources of General Fund Revenues

Set forth herein are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's audited financial statements for the fiscal year ended June 30, 2025.

Taxes: Approximately []% of general fund revenues are from taxes (of this amount, approximately []% are from property taxes, []% from sales and use taxes, and []% from franchise taxes).

Intergovernmental Revenue: Approximately []% of general fund revenues are from state shared revenues.

Licenses and Permits: Approximately []% of general fund revenues are from licenses and permits.

Fines and Forfeitures: Approximately []% of general fund revenues are collected from fines and forfeitures.

Charges for Services: Approximately []% of general fund revenues are from charges for services.

Investment Income: Less than []% of general fund revenues are from investment income.

Other Revenue: Approximately []% of general fund revenues are from miscellaneous revenues.

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2021 through June 30, 2025. The following summaries are unaudited. *[Financial tables to be updated when audited FY 2025 statements are available.]*

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HURRICANE CITY
Statement of Net Position—Governmental and Business-Type Activities
(This summary has not been audited.)

	<i>Fiscal Year Ended June 30,</i>				
	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
ASSETS:					
Cash & cash equivalents		\$68,185,648	\$51,919,380	\$54,313,862	\$48,415,371
Receivables (net)		8,468,891	7,026,401	6,109,929	5,534,766
Leases receivable		28,162	47,439	66,241	—
Inventory		1,538,829	1,569,454	1,235,996	1,101,028
Prepaid expense		166,083	14,509	91,481	225,314
Restricted assets:					
Cash & cash equivalents		6,384,643	8,013,633	7,004,784	3,838,913
Capital assets not being depreciated					
Net pension asset		—	—	2,534,902	—
Land & water rights		13,233,653	13,233,653	11,513,358	8,444,209
Water stock		2,263,197	2,262,227	1,960,541	1,960,541
Construction in progress		25,497,175	19,117,905	10,694,561	5,692,770
Capital assets (net)					
Improvements		10,474,264	8,689,118	9,172,082	9,661,971
Plant & equipment		10,267,402	10,694,560	11,039,538	10,088,023
Right to use leased equipment		376,497	381,682	463,474	—
Irrigation pond		6,773	7,034	7,295	7,556
Water tank		6,713,015	6,873,083	6,264,486	6,403,567
Buildings		7,469,731	7,591,447	7,802,482	8,094,108
Distribution system		65,908,342	53,094,143	44,369,786	38,618,506
Infrastructure		<u>47,178,502</u>	<u>36,974,637</u>	<u>31,104,296</u>	<u>32,692,248</u>
Total assets		<u>274,160,807</u>	<u>227,510,305</u>	<u>205,749,094</u>	<u>180,778,891</u>
DEFERRED OUTFLOWS					
Related to pensions		<u>2,728,306</u>	<u>1,992,345</u>	<u>1,321,494</u>	<u>1,102,156</u>
Total deferred outflows		<u>2,728,306</u>	<u>1,992,345</u>	<u>1,321,494</u>	<u>1,102,156</u>
LIABILITIES:					
Accounts payable		11,138,131	11,113,830	10,764,159	7,900,963
Unearned revenue		1,068,653	154,555	316,075	84,192
Interest payable		63,424	67,787	74,447	79,660
Noncurrent liabilities:					
Due within one year		825,766	774,291	738,758	627,005
Due in more than one year		5,641,400	6,345,497	6,427,846	6,658,361
Net pension liability		<u>2,297,129</u>	<u>1,776,852</u>	—	<u>848,054</u>
Total liabilities		<u>21,034,503</u>	<u>20,232,812</u>	<u>18,321,285</u>	<u>16,198,235</u>
DEFERRED INFLOWS					
Related to leases		27,484	46,516	65,548	0
Related to pensions		24,152	60,418	4,417,899	2,257,146
Property taxes levied for future year		3,595,077	3,316,758	3,001,217	2,688,403
Total deferred inflows		3,646,713	3,423,692	7,484,664	4,945,549
NET POSITION					
Net investment in capital assets		183,897,546	153,568,926	127,469,484	114,566,019
Restricted for:					
Debt service		417,376	416,090	413,507	413,233
Capital projects		15,440,874	16,226,616	17,735,953	17,215,177
Legal restrictions		513,046	482,296	464,035	412,296
Other purposes		13,318,738	9,848,691	7,064,682	5,434,842
Unrestricted		<u>38,620,318</u>	<u>25,303,527</u>	<u>28,116,978</u>	<u>22,695,696</u>
Total net position		<u>\$252,207,898</u>	<u>\$205,846,146</u>	<u>\$181,264,639</u>	<u>\$160,737,263</u>

(Source: Information extracted from the City's 2021-2025 audited basic financial statements. This summary is unaudited.)

HURRICANE CITY
Statement of Revenues, Expenditures and Changes in Fund Balance--General Fund
(This summary has not been audited.)

	<i>Fiscal Year Ended June 30,</i>				
	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
REVENUES:					
Taxes		\$13,182,211	\$12,204,111	\$11,053,260	\$9,434,478
Licenses & permits		1,166,790	916,384	1,378,740	1,272,838
Intergovernmental revenue		1,756,346	1,668,832	1,478,208	1,380,921
Charges for services		1,690,553	1,433,076	1,331,343	1,215,803
Fines & forfeitures		532,930	463,081	506,669	448,425
Contributions & donations		110,013	64,224	28,589	75,021
Investment earnings		746,337	469,782	51,858	30,368
Other revenues		<u>193,951</u>	<u>234,263</u>	<u>121,627</u>	<u>122,323</u>
Total revenue		<u>19,379,131</u>	<u>17,453,753</u>	<u>15,950,294</u>	<u>13,980,177</u>
EXPENDITURES:					
General government		2,391,532	2,320,706	1,848,855	1,706,360
Public safety		7,607,780	7,216,055	5,551,111	4,657,886
Highways/public works		2,264,341	1,642,412	1,284,519	1,479,418
Parks and recreation		<u>3,449,049</u>	<u>3,246,762</u>	<u>2,778,120</u>	<u>2,434,103</u>
Total expenditures		<u>15,712,702</u>	<u>14,425,935</u>	<u>11,462,605</u>	<u>10,277,767</u>
Excess (deficiency) of revenue over (under) expenditures		<u>3,666,429</u>	<u>3,027,818</u>	<u>4,487,689</u>	<u>3,702,410</u>
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets		34,443	950	—	120,315
Transfers from (to) other funds		<u>(2,350,410)</u>	<u>(1,077,162)</u>	<u>(3,702,344)</u>	<u>(3,247,937)</u>
Total other financing sources (uses)		<u>(2,315,967)</u>	<u>(1,076,212)</u>	<u>(3,702,344)</u>	<u>(3,127,622)</u>
Net change in fund balances		<u>1,350,462</u>	<u>1,951,606</u>	<u>785,345</u>	<u>574,788</u>
Fund balances - beginning of year		<u>6,458,926</u>	<u>4,507,320</u>	<u>3,721,975</u>	<u>3,147,187</u>
Fund balances - end of year		<u>\$7,809,388</u>	<u>\$6,458,926</u>	<u>\$4,507,320</u>	<u>\$3,721,975</u>

(Source: Information extracted from the City's 2021-2025 audited basic financial statements. This summary is unaudited.)

Outstanding Obligations of the City

(as of February 1, 2026)

Outstanding Sales Tax Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Balance Outstanding</u>
2026 ⁽¹⁾	Parks & Recreation	\$[PAR]*	February 1, 2044*	<u>\$[PAR]*</u>

⁽¹⁾ For purposes of this Official Statement, the Series 2026 Bonds are considered issued and outstanding.

* Preliminary; subject to change.

Outstanding Water Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Balance Outstanding</u>
2025	System improvements	\$12,000,000	December 1, 2058	\$12,665,000
2022	[System improvements]	703,000	[February 1, 2040]	703,000
2017	Water tank	3,015,000	February 1, 2037	<u>1,920,000</u>
	Total			<u>\$15,288,000</u>

Outstanding Lease Revenue Bonds⁽¹⁾

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Balance Outstanding</u>
2019	[Purpose]	\$850,000	[September 1, 2028]	\$367,950
2013	Refunding	3,358,000	September 1, 2038	838,000
2010	Community Center	2,465,000	September 1, 2030	<u>866,000</u>
	Total			<u>\$2,071,950</u>

⁽¹⁾ Issued by the Municipal Building Authority of the Hurricane City, Utah (the “Authority”). The Authority was created to acquire projects for the City pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended. The Authority has no assets except for those purchased with the lease revenue bonds described above. The Authority’s debt does not constitute legal debt within the meaning of any constitutional or statutory limitation of the City. The Authority entered into an annual lease with the City that may be terminated by the City in any year and lease payments by the City may be made only from funds that are annually budgeted and appropriated by the City for such purposes. The lease revenue bonds of the Authority are secured by an assignment of the lease payments made by the City and a security interest in the project financed by such bonds.

Future Financing Plans

[The City does not have any plans to issue Additional Bonds in the next three years, but reserves the right to do so as the City’s capital needs require.]

No Defaulted Bonds

The City has never failed to pay principal and interest when due on its outstanding bonded indebtedness or other obligations.

Other Financial Considerations

The City has two outstanding notes payable. The first note financed an airport hangar and as of June 30, 2025, is outstanding in the aggregate principal amount of \$[_____]. The second note financed an office building for the City parks department and as of June 30, 2025, is outstanding in the aggregate principal amount of \$[_____]. The City has also entered into two lease agreements to finance the acquisition and use of golf carts. The total present value of the future minimum lease payments of such capital leases as of June 30, 2025, was \$[_____]. See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY

WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements, Note 7—Leases” herein.

RISK FACTORS

The purchase of the Series 2026 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2026 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below; however, it is not intended to be a complete representation of all the possible risks involved:

Series 2026 Bonds are Limited Obligations

The Series 2026 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Sales and Use Taxes. The Series 2026 Bonds do not constitute a general obligation indebtedness nor are they secured by a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements refinanced with the proceeds of the Series 2026 Bonds or any portion thereof to secure payment of the Series 2026 Bonds.

Limitation on Increasing Rates for Pledged Sales and Use Taxes

The City currently levies the maximum rate allowed under State law for the Pledged Sales and Taxes. No assurance can be given that the Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Series 2026 Bonds and the City is limited by State law in its ability to increase the rate of such taxes.

Uncertainty of Economic Activity and Sales Tax Revenues

The amount of Pledged Sales and Use Taxes to be collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. Any one or more of these factors could result in the City receiving less Pledged Sales and Use Taxes than anticipated. During periods in which economic activity declines, Pledged Sales and Use Taxes are likely to fall as compared to an earlier year.

Legislative Changes to Sales Tax Statutes

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales and Use Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales and Use Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State.

The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect Pledged Sales and Use Taxes at some point in the future. Consequently, no assurance can be given that the Revenues from Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Bonds, and the City is limited by State law in its ability to increase the rate of such taxes.

No Reserve Fund Requirement for the Series 2026 Bonds

Pursuant to the Indenture, each Series of Bonds may be secured by a separate subaccount in the Debt Service Reserve Fund. Upon the issuance of the Series 2026 Bonds there will be no funding of a subaccount of the Debt Service Reserve Fund with respect to the Series 2026 Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. In 2023, the City experienced a cyberattack that brought down the City's information network and caused a disruption in general operations of the City for several months. The City has since taken aggressive steps to prevent any future successful materially adverse cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the City are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-related risk.

Natural Disasters and Infectious Disease Outbreak

The City, like communities in the State, may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the City which could result in a decrease in retail sales thereby reducing the amount of Pledged Sales and Use Taxes available to pay debt service on the Series 2026 Bonds. The City may also be subject to local, national, or global outbreaks of infectious disease, such as COVID-19. The City cannot predict what impact future infectious disease outbreaks will ultimately have on future collections of the Pledged Sales and Use Taxes and City operations.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2026 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2026 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law currently existing as of the issue date of the Series 2026 Bonds:

Federal Tax Exemption. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond counsel's opinions are provided as of the date of the original issue of the Series 2026 Bonds, subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest

on the Series 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

[*No Bank-Qualification.* The Series 2026 Bonds are not “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.]

State of Utah Tax Exemption. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

No Other Opinion. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2026 Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

Other Tax Consequences

[*Original Issue Discount.* For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2026 Bond over its issue price. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2026 Bond during any accrual period generally equals (1) the issue price of that Series 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2026 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Series 2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[*Original Issue Premium.* For federal income tax purposes, premium is the excess of the issue price of a Series 2026 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than “qualified stated interest” (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2026 Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2026 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2026 Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2026 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2026 Bond, an owner of the Series 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2026 Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2026 Bond. To the extent a Series 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2026 Bonds, and to the proceeds paid on the sale of the Series 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or

other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

NO DEFAULTED BONDS

The City has never failed to pay principal and interest when due on its outstanding bonded indebtedness or any other obligations.

INDEPENDENT AUDITORS

The basic financial statements of the City as of June 30, 2025, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by [HintonBurdick, PLLC] ("HintonBurdick"), independent auditors, as set forth in their report included in "APPENDIX A" hereto. HintonBurdick has not been asked to consent to the use of its name, audited financial statements and report in this Official Statement.

CONTINUING DISCLOSURE

The City has undertaken for the benefit of the Bondholders and the beneficial owners of the Series 2026 Bonds to provide certain annual financial information and operating data and notice of certain material events to the Municipal Securities Rulemaking Board all in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See "APPENDIX D" attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking that will be executed and delivered by the City.

[Within the past five years, _____.] [To be updated with any compliance defaults]

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2026 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2026 Bonds and their market price.

The obligation to make such purchase is subject to certain terms and conditions set forth in the Purchase Contract, the approval of certain legal matters by counsel and certain other conditions. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2026 Bonds to the public. The Underwriter may offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds to investment trusts) and others at prices lower than the initial public offering prices indicated on the inside cover page hereof. The Underwriter may change the public offering prices from time to time without prior notice.

RATINGS

[S&P Global Ratings (“S&P”)] [and Fitch Ratings, Inc. (“Fitch”)] have assigned municipal bond ratings of “___” and “___,” respectively to the Series 2026 Bonds.

Any explanation of the significance of these ratings should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to the Series 2026 Bonds will be maintained for any period of time or that a rating may not be lowered or withdrawn entirely by a rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2026 Bonds.

LITIGATION

A non-litigation certificate issued by the City Attorney, dated the date of closing, will be provided stating, among other things, that to the best of his knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the City or is threatened, challenging the creation, organization, or existence of the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2026 Bonds, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2026 Bonds are issued or the validity of the Series 2026 Bonds or the issuance thereof.

MUNICIPAL ADVISOR

The City has engaged Zions Public Finance, Inc., Salt Lake City, Utah (the “Municipal Advisor”), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Series 2026 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors relating to the sale of the Series 2026 Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2026 Bonds.

LEGAL MATTERS

The authorization and issuance of the Series 2026 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain legal matters will be passed upon for the City by Dayton Hall, Esq., City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2026 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in “APPENDIX E” of this Official Statement.

MISCELLANEOUS

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

This Preliminary Official Statement is in a form “deemed final” by the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the City.

HURRICANE CITY, UTAH

APPENDIX A

**AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY
WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025**

APPENDIX B

**DEMOGRAPHIC AND ECONOMIC
INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY**

THE CITY

[To be added by Bond Counsel]

THE COUNTY

The following demographic information is provided solely as background information regarding Washington County (the “County”), the general area in which the City is located.

[To be added by Bond Counsel]

APPENDIX C
FORM OF THE GENERAL INDENTURE

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”) is executed and delivered by Hurricane City, Utah (the “City”), in connection with the issuance by the City of its \$[] Sales Tax Revenue Bonds, Series 2026 (the “Series 2026 Bonds”). The Series 2026 Bonds are being issued pursuant to resolutions of the City adopted on November 20, 2025 and December 18, 2025 (collectively, the “Resolution”), by the City Council of the City, which provide for the issuance of the Series 2026 Bonds; and (iii) a General Indenture of Trust dated as of [February 1], 2026 (the “General Indenture”), between the City and Zions Bancorporation, National Association, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture of Trust dated as of [February 1], 2026 (the “First Supplemental Indenture,” and together with the General Indenture, the “Indenture”).

The City hereby acknowledges that it is an “obligated person” within the meaning of the hereinafter defined Rule and the only “obligated person” with respect to the Series 2026 Bonds. In connection with the aforementioned transactions, the City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriters in complying with the Rule (each as defined herein).

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report of the City” means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the City dated [], 2026, relating to the Series 2026 Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than two hundred fifteen (215) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended June 30, 2026, provide to the MSRB, the Annual Report of the City which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report of the City to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent, if other than the City, shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the MSRB by the dates required in Section 3(a), the Dissemination Agent shall, in a timely manner, send a notice of a failure to file the Annual Report to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the City, as appropriate, certifying that their Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report of the City shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) An update of the financial and operating information in the Official Statement relating to the City of the type contained in the tables under the captions:

“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Historical Sales Tax Revenues,” and “FINANCIAL INFORMATION REGARDING HURRICANE CITY—Outstanding Obligations of the City.”

Any or all of the items listed above may be included by specific reference to other documents, including Official Statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final Official Statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner but not more than ten (10) Business Days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds or other material events affecting the tax status of the Series 2026 Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings;
- (ix) Rating changes; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Series 2026 Bonds;
- (v) Series 2026 Bond calls;
- (vi) Release, substitution or sale of property securing repayment of the Series 2026 Bonds; or
- (vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds. If such termination occurs prior to the final maturity of the Series 2026 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent. The initial Dissemination Agent shall be the City.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City and the Dissemination Agent, if other than the City, may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, without the consent of the holders of the Series 2026 Bonds, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver does not, in and of itself, cause the undertaking herein to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture or the Lease, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2026.

HURRICANE CITY, UTAH

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the delivery of the Series 2026 Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its final approving opinion in substantially the following form.

We have acted as bond counsel to Hurricane City, Utah (the “Issuer”), in connection with the issuance by the Issuer of its \$[] Sales Tax Revenue Bonds, Series 2026 (the “Series 2026 Bonds”). The Series 2026 Bonds are being issued pursuant to issued pursuant to (i) resolutions of the Issuer adopted on November 20, 2025 and December 18, 2025, by the City Council of the City, which provide for the issuance of the Series 2026 Bonds; (ii) a General Indenture of Trust dated as of [February 1], 2026 (the “General Indenture”), between the City and Zions Bancorporation, National Association, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture of Trust dated as of [February 1], 2026 (the “First Supplemental Indenture,” and together with the General Indenture, the “Indenture”); and (iii) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and other applicable provisions of law.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2026 Bonds.

2. The Series 2026 Bonds are valid and binding special obligations of the Issuer payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2026 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any State of Utah constitutional provision or statutory limitation, nor a charge against the full faith and credit or taxing power of the Issuer.

3. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

4. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2026 Bonds.

The rights of the holders of the Series 2026 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial

Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Official Notice of Bond Sale
(Bond Sale to be Conducted Electronically)

[\$PAR]*

Hurricane City, Utah

Sales Tax Revenue Bonds, Series 2026

Bids will be received electronically (as described under “Procedures Regarding Electronic Bidding” below) by Hurricane City, Utah (the “City”) at the offices of Zions Public Finance, Inc., Salt Lake City, Utah, the Municipal Advisor to the City (the “Municipal Advisor”) on the *PARITY*® bidding system (“*PARITY*”) at 9:30:00 a.m., mountain standard time (“MST”), on Wednesday, [February 25], 2026, for the purchase all or none (“AON”) of [\$PAR]* aggregate principal amount of the City’s Sales Tax Revenue Bonds, Series 2026 (the “Series 2026 Bonds”).

The bids will be reviewed and considered by the Designated Officers (as defined in the resolutions previously adopted by the governing body of the City on November 20, 2025, and December 18, 2025 (together, the “Resolution”).

Description of Series 2026 Bonds

The Series 2026 Bonds will be dated the date of delivery thereof, will be fully registered bonds, in book-entry form, in denominations of \$5,000 or integral multiples thereof, and will mature on February 1 of the years and in the principal amounts as follows:

Maturity (February 1)	Amount*	Maturity (February 1)	Amount*
--------------------------	---------	--------------------------	---------

Total.....[\$PAR]*

The Series 2026 Bonds will be issued in registered form and, when issued, will be registered in the name of The Depository Trust Company, New York, New York, or its nominee. The Depository Trust Company will act as securities depository for the Series 2026 Bonds. Purchases of beneficial interests in the Series 2026 Bonds will be made in book-entry form in the denomination of \$5,000 or any integral multiple thereof.

Term Bonds and Mandatory Sinking Fund Redemption at Bidder’s Option

The Series 2026 Bonds scheduled to mature on two or more of the above-designated maturity dates may be rescheduled, at bidder’s option, to mature as term bonds on one or more dates within that period, in which event the

* Preliminary; subject to change. See “Adjustment of Principal Amount of the Series 2026 Bonds” in this Official Notice of Bond Sale.

Series 2026 Bonds will mature and be subject to mandatory sinking fund redemption in such amounts and on such dates as will correspond to the above-designated maturity dates and principal amounts maturing on those dates, as adjusted.

Adjustment of Principal Amount of the Series 2026 Bonds

The Designated Officers, on behalf of the City, may adjust the amount of the Series 2026 Bonds and the amount maturing on one or more of the maturity dates by the amount necessary to deliver approximately \$[_____] * of sale proceeds (after payment of costs of issuance) and to properly size each maturity of the Series 2026 Bonds so that the annual debt service on the Series 2026 Bonds better matches the anticipated revenues and payments; provided, however the adjustment of maturities with respect to the Series 2026 Bonds maturing in any year in the principal amount of \$1,000,000 or more, will not reduce such principal amount to an amount less than \$1,000,000. The dollar amount of the price bid by the successful bidder may be changed as described below, but none of the interest rates specified by the successful bidder will change. A successful bidder may not withdraw its bid as a result of any changes made within these limits, and the City will consider the bid as having been made for the adjusted amount of the Series 2026 Bonds. The dollar amount of the price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2026 Bonds to the public and the price to be paid to the City, by (b) the principal amount of the Series 2026 Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown above.

If the City elects to make such an adjustment, the amount of such adjustment will be allocated to increase or decrease the principal amount of the Series 2026 Bonds maturing on one or more of the maturity dates for the Series 2026 Bonds as described above, all as determined by the Designated Officers, on behalf of the City, with the advice of the Municipal Advisor. The City expects to advise the successful bidder as soon as possible, but expects no later than 2:00 p.m., MST, on the date of sale, of the amount, if any, by which the aggregate principal amount of the Series 2026 Bonds will be adjusted and the corresponding changes to the principal amount of the Series 2026 Bonds maturing on one or more of the above-designated maturity dates for the Series 2026 Bonds. Any such adjustment will be in an amount of \$5,000 or an integral multiple thereof. The City will consider the bid as having been made for the adjusted amount of the Series 2026 Bonds.

To facilitate any adjustment in the principal amounts, the successful bidder is required to indicate by electronic means to the Municipal Advisor at johnathan.ward@zionsbancorp.com within one-half hour of the time of bid opening, the amount of any original issue discount or premium on each maturity of the Series 2026 Bonds and the amount received from the sale of the Series 2026 Bonds to the public that will be retained by the successful bidder as its compensation.

Possible Rejection of All Bids

As described below under “Sale Reservations,” the City reserves the right to reject any and all bids and to resell the Series 2026 Bonds. In such case the City may elect to negotiate a subsequent sale of the Series 2026 Bonds.

Ratings

The City will, at its own expense, pay fees of [S&P Global Ratings (“S&P”)] for rating the Series 2026 Bonds. As of the date of the Preliminary Official Statement, [S&P] has assigned its municipal bond rating of “_____” to the Series 2026 Bonds. *Any additional ratings shall be at the option and expense of the bidder.*

* Preliminary; subject to change.

Purchase Price

The purchase price bid for the Series 2026 Bonds shall not be less than 100% of the principal amount of the Series 2026 Bonds. The final par amount of the Series 2026 Bonds may be adjusted (either increased or decreased) as provided above under “Adjustment of Principal Amount of the Series 2026 Bonds”.

Interest Rates

The Series 2026 Bonds will bear interest at any number of different rates, any of which may be repeated, which rates shall be expressed in multiples of 1/8th or 1/100th of 1% per annum. In addition:

- no rate bid may exceed [_____] % per annum;
- all Series 2026 Bonds of the same maturity must bear a single rate of interest;
- premium must be paid in the funds specified for the payment of the Series 2026 Bonds as part of the purchase price;
- interest shall be computed from the dated date of a Series 2026 Bond to its stated maturity date at the single interest rate specified in the bid for the Series 2026 Bonds of such maturity;
- the purchase price must be paid in immediately available funds, and no bid will be accepted that contemplates the cancellation of any interest or the waiver of interest or other concession by the bidder as a substitute for federal funds;
- there shall be no supplemental interest coupons; and
- interest shall be computed on the basis of a 360-day year of 12, 30-day months.

Interest for the Series 2026 Bonds will be payable semiannually on February 1 and August 1 beginning August 1, 2026, at the rate or rates to be fixed at the time the Series 2026 Bonds are sold.

Trustee, Bond Registrar, and Paying Agent; Place of Payment

Zions Bancorporation, National Association, Salt Lake City, Utah, will be the trustee, paying agent, and bond registrar of the Series 2026 Bonds. So long as The Depository Trust Company, New York, New York (“DTC”), is the registered owner, DTC will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Series 2026 Bonds as described in the City’s Preliminary Official Statement with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds will be payable by check or draft mailed to the registered owners thereof (initially DTC) as shown on the registration books kept for the City by the bond registrar.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds maturing on or after February 1, 20__ are subject to redemption at the option of the City, in whole or in part, at any time on or after February 1, 20__ in such order of maturity as shall be directed by the City, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.

Security

The Series 2026 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture, all as more fully described in the Preliminary Official Statement.

No assurance can be given that the Pledged Sales and Use Taxes (as such term is defined in the Preliminary Official Statement) will remain sufficient for the payment of the principal or interest on the Series 2026 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes. The Utah Legislature may alter the sales

tax base or the distribution formulas in a way that reduces the amount of Pledged Taxes paid to the City. The Series 2026 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2026 Bonds or any portion thereof to secure payment of the Series 2026 Bonds.

Procedures Regarding Electronic Bidding

No bid will be accepted unless the City has determined that such bidder has provided the requested Deposit, as the case may be, as described under “Good Faith Deposit” below.

Bids will be received by means of the *PARITY*® electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY*® on or before 9:30:00 a.m. MST, on [Wednesday, February 25,] 2026. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*® conflict with this Official Notice of Bond Sale, the terms of this Official Notice of Bond Sale shall control. For further information about *PARITY*®, potential bidders may contact the Municipal Advisor or i-Deal LLC at 1359 Broadway, New York, New York 10018; (212) 849-5021. The time as maintained by *PARITY*® shall constitute the official time.

Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access *PARITY*® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Bond Sale. Neither the Municipal Advisor, the City nor i-Deal LLC shall have any duty or obligation to provide or assure such access to any qualified prospective bidder, and neither the Municipal Advisor, the City nor i-Deal LLC shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, *PARITY*®. The City is using *PARITY*® as a communication mechanism, and not as the City’s agent, to conduct the electronic bidding for the Series 2026 Bonds.

Notification

The Municipal Advisor will notify the apparent successful bidder(s) by telephone as soon as possible after the City’s receipt of bids, that such bidder’s bid appears to be the best bid received which conforms to the requirements of this Official Notice of Bond Sale, subject to verification and to official action to be taken by certain authorized officers of the City as described in the next succeeding paragraph.

The award of the Series 2026 Bonds to the successful bidder will be considered by the Designated Officers of the City on [Wednesday, February 25], 2026, pursuant to the Resolution.

Form of Bid

Each bidder for the Series 2026 Bonds is required to transmit electronically via *PARITY*® an unconditional bid specifying the lowest rate or rates of interest and confirm the purchase price (as described under “Purchase Price” above) at which the bidder will purchase the Series 2026 Bonds. Each bid must be for all the Series 2026 Bonds herein offered for sale.

For information purposes only, bidders are requested to state in their bids the effective interest rate for the Series 2026 Bonds represented on a TIC basis, as described under “Award” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form or in any other medium or on any system other than by means of *PARITY*®; provided, however, that in the event a prospective bidder cannot access *PARITY*®, through no fault of its own, it may so notify the office of the Municipal Advisor by telephone at (801) 844-7373. Thereafter, it may submit its bid by telephone to the Municipal Advisor at (801) 844-7373, who shall transcribe such bid into written form before the time bids are due as stated above, on [Wednesday, February 25], 2026. For purposes of bids submitted telephonically to the Municipal Advisor (as described above), the time as maintained by *PARITY*®, shall constitute the official time. Each bid submitted as provided in the preceding sentence must specify the interest rate or rates of the

Bonds and the total purchase price of all of the Bonds. The Municipal Advisor will seal transcribed telephonic bids for submission. Neither the City nor the Municipal Advisor assume any responsibility or liability from the failure of any such transcribed telephonic bid (whether such failure arises from equipment failure, unavailability of phone lines or otherwise). No bid will be received after the time for receiving such bids specified above.

If requested by the Municipal Advisor, the apparent successful bidder(s) will provide written confirmation of its bid (by electronic means) to the Municipal Advisor prior to 2:00 p.m., MST, on [Wednesday, February 25], 2026.

Right of Cancellation

The successful bidder(s) shall have the right, at its option, to cancel its obligation to purchase the Series 2026 Bonds if the City shall fail to execute the Series 2026 Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder(s) shall be entitled to the return of the Deposit.

Award

Award or rejection of bids will be made on [Wednesday, February 25], 2026, by the Designated Officers of the City. The Series 2026 Bonds will be awarded to the responsible bidder offering to pay not less than the principal amount of the Series 2026 Bonds and specifying a rate or rates of interest that result in the lowest effective interest cost to the City, computed from the date of the Series 2026 Bonds to maturity and taking into consideration the premium or discount, if any, in the purchase price of the Series 2026 Bonds. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") based on the discounting of the scheduled semiannual debt service payments of the City on the Series 2026 Bonds (based on such rate or rates of interest so bid) to the dated date of the Series 2026 Bonds, compounded semiannually, and to the bid price. Interest cost shall be computed on a 360-day year of twelve, 30-day months.

Good Faith Deposit

A good faith deposit (the "Deposit") in the amount of \$[] is required only from the successful bidder(s). The Deposit shall be payable to the order of the City in the form of a wire transfer in federal funds as instructed by the Municipal Advisor no later than 12:00 noon, MST, on [Wednesday, February 25], 2026. As an alternative to wiring funds, a bidder may deliver a cashier's or certified check, payable to the order of the City. If a check is used, it must precede each bid. Such check shall be promptly returned to its respective bidder whose bid is not accepted.

The City shall, as security for the faithful performance by the successful bidder(s) of its obligation to take up and pay for the Series 2026 Bonds when tendered, cash the Deposit check, if applicable, of the successful bidder(s) and hold the proceeds of the Deposit of the successful bidder(s), or invest the same (at the City's risk) in obligations which mature at or before the delivery of the Series 2026 Bonds as described under the caption "Manner and Time of Delivery" below, until disposed of as follows: (a) at such delivery of the Series 2026 Bonds and upon compliance with the successful bidder's obligation to take up and pay for the Series 2026 Bonds, the full amount of the Deposit held by the City, without adjustment for interest, shall be applied toward the purchase price of the Series 2026 Bonds at that time and the full amount of any interest earnings thereon shall be retained by the City; and (b) if the successful bidder fails to take up and pay for the Series 2026 Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the City as liquidated damages.

Sale Reservations

The City reserves the right: (i) to waive any irregularity or informality in any bid or in the bidding process; (ii) to reject any and all bids for the Series 2026 Bonds; and (iii) to resell the Series 2026 Bonds as provided by law.

Manner and Time of Delivery

The successful bidder(s) will be given at least five business days advance notice of the proposed date of the delivery of the Series 2026 Bonds when that date has been determined. It is now estimated that the Series 2026 Bonds will be delivered in book-entry form on or about [March 11], 2026. Delivery of the Series 2026 Bonds will be made in Salt Lake City, Utah. The successful bidder(s) must also agree to pay for the Series 2026 Bonds in federal funds which will be immediately available to the City on the day of delivery.

CUSIP Numbers

It is anticipated that CUSIP numbers will be printed on the Series 2026 Bonds, at the expense of the City, but neither the failure to print such numbers on any Series 2026 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder(s) thereof to accept delivery of and pay for the Series 2026 Bonds in accordance with terms of this Official Notice of Bond Sale.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

In the opinion of Bond Counsel, interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

Establishment of Issue Price

The successful bidder shall assist the City in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the City on the date of issuance of the Series 2026 Bonds an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2026 Bonds, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Bond Sale to establish the issue price of the Series 2026 Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2026 Bonds) will apply to the initial sale of the Series 2026 Bonds (the “competitive sale requirements”) because:

- (i) the City shall disseminate this Official Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders shall have an equal opportunity to bid;
- (iii) the City may receive bids from at least three underwriters of municipal obligations who have established industry reputations for underwriting new issuances of municipal obligations; and

(iv) the City anticipates awarding the sale of the Series 2026 Bonds to the bidder who submits a firm offer to purchase the Series 2026 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Bond Sale.

Any bid submitted pursuant to this Official Notice of Bond Sale shall be considered a firm offer for the purchase of the Series 2026 Bonds, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the successful bidder. The City shall then treat (i) the first price at which 10% of a maturity of the Series 2026 Bonds (the “10% Test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2026 Bonds as the issue price of the maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The successful bidder shall advise the City if any maturity of the Series 2026 Bonds satisfies the 10% Test as of the date and time of the award of the Series 2026 Bonds. The City shall promptly advise the successful bidder, at or before the time of award of the Series 2026 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within the maturity) of the Series 2026 Bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering-price rule. Bids will **not** be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2026 Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2026 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2026 Bonds.***

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Series 2026 Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or a the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2026 Bonds, that the underwriters will neither offer nor sell unsold Series 2026 Bonds of any maturity to which the hold-the-offering price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The successful bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of the maturity of the Series 2026 Bonds to the public at a price that is not higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Series 2026 Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2026 Bonds of that maturity have been sold to the public. If as of the award of the Series 2026 Bonds the 10% Test has not been satisfied as to any maturity of the Series 2026 Bonds, the winning bidder agrees to promptly report to the City the prices at which it subsequently sells Series 2026 Bonds of that maturity to the public until the 10% Test is satisfied. If Series 2026 Bonds constituting the first 10% of a certain maturity are sold at different prices, the winning bidder shall report to the City the prices at which Series 2026 Bonds of such maturity are sold until either (i) all Series 2026 Bonds of that maturity have been sold or (ii) the winning bidder sells 10% of the Series 2026 Bonds of such maturity at a single price. The winning bidder’s reporting obligation shall continue as set forth above, whether or not the date of issuance of the Series 2026 Bonds has occurred provided that, the winning bidder’s reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement

of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder,

(B) to promptly notify the successful bidder of any sales of Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity; provided that the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter.

Sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Bond Sale. Further, for purposes of this Official Notice of Bond Sale:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described

in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Series 2026 Bonds are awarded by the City to the successful bidder.

Legal Opinion and Closing Documents

The approving opinion of Gilmore & Bell, P.C., Bond Counsel, covering the legality of the Series 2026 Bonds will be furnished to the successful bidder(s) without charge. There will also be furnished the usual closing certificates dated as of the date of delivery of and payment for the Series 2026 Bonds, including a letter from the attorney for the City that there is no litigation pending or, to the knowledge of the signer thereof, threatened, affecting the validity of the Series 2026 Bonds.

Disclosure Certificate and Disclosure Counsel Letter

The City will deliver to the successful bidder(s) a certificate of officer(s) of the City, dated the date of the delivery of the Series 2026 Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said officer(s): (a) the descriptions and statements contained in the Preliminary Official Statement circulated with respect to the Series 2026 Bonds were at the time of the acceptance of the bid true and correct in all material respects and did not at the time of the acceptance of the bid contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (b) the descriptions and statements contained in the Official Statement are at the time of delivery of the Series 2026 Bonds true and correct in all material respects and do not at the time of the delivery of the Series 2026 Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, should the Official Statement be supplemented or amended subsequent to the date thereof, the foregoing confirmation as to the Official Statement shall relate to the Official Statement as so supplemented or amended.

The City has retained Gilmore & Bell, P.C. to act as disclosure counsel to the City with respect to the Series 2026 Bonds and as such disclosure counsel, such firm will assist the City in the review of the contents of the Preliminary Official Statement and final Official Statement. Gilmore & Bell, P.C. will deliver a letter to the successful bidder for the Series 2026 Bonds with respect to the Preliminary Official Statement and the final Official Statement which will state, in effect, that, while the firm has not verified and is not passing upon, and does not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the final Official Statement, based upon participation in conferences and in reliance thereon with various representatives of the City and the Board, counsel to the City and the Board, and representatives of the Municipal Advisor for the City at which the contents of the Preliminary Official Statement and the final Official Statement were discussed and reviewed, without independent verification, no facts came to the attention of the attorneys of such firm rendering legal services in connection with such retention which lead such attorneys to believe that either (a) the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (b) the final Official Statement as of its date contained, or as of the date of the delivery of the Series 2026 Bonds contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. However,

such firm will not be called upon to and will not express an opinion or belief as to information relating to the book-entry system or the expressions of opinion, the assumptions, the projections, financial statements (including notes and schedules thereto) or other financial, numerical, demographic or statistical data contained in the Preliminary Official Statement and the final Official Statement.

Official Statement

Copies of the City's Preliminary Official Statement may be obtained as specified below prior to the time bids are taken. The Preliminary Official Statement is in a form "deemed final" by the City for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to revision, amendment and completion in a final Official Statement.

The City shall deliver to the successful bidder(s) no later than the seventh business day after the award of the Series 2026 Bonds as described under the caption "Award" above, a final Official Statement in electronic format, to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure Undertaking

Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will undertake in a Continuing Disclosure Undertaking to provide certain ongoing disclosure, including annual operating data and financial information (including audited financial statements) and notices of the occurrence of certain material events. A description of the undertaking is set forth in the Preliminary Official Statement.

The successful bidder's obligation to purchase the Series 2026 Bonds shall be conditioned upon the City delivering the undertaking on or before the date of delivery of the Series 2026 Bonds.

Additional Information

For copies of this Official Notice of Bond Sale, the Preliminary Official Statement and information regarding the electronic bidding procedures and other related information, contact Mark Anderson (mark.anderson@zionsbancorp.com) (801-844-7377) or Japheth McGee (japhethmcgee@zionsbancorp.com) (801-844-7142), Zions Public Finance, Inc., One South Main Street, 18th Floor, Salt Lake City, Utah 84133-1109; the Municipal Advisor to the City.

DATED this [February 12], 2026.

HURRICANE CITY, UTAH

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF PURCHASER] (herein, the “Original Purchaser”), as the Original Purchaser of the \$_____ Sales Tax Revenue Bonds, Series 2026 (the “Series 2026 Bonds”), being issued on the date of this certificate by Hurricane City, Utah (the “City”), certifies and represents as follows:

1. Public Offering. The Original Purchaser offered all of the Series 2026 Bonds to the Public (as defined below) in a bona fide initial offering.

2. Reasonably Expected Initial Offering Price. As of the sale date of the Series 2026 Bonds (_____, 2026) (the “Sale Date”), the reasonably expected initial offering prices of the Series 2026 Bonds to the Public by the Original Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Series 2026 Bonds used by the Original Purchaser in formulating its bid to purchase the Series 2026 Bonds.

[2. *[To be used if there are not at least 3 bids received]* [As of the date of this certificate, the first price at which at least 10% of [the indicated maturities] of the Series 2026 Bonds was sold to the Public are the prices listed in Schedule A.] or

[As of the date of this certificate, the Original Purchaser has not sold at least 10% of [each maturity] [certain maturities] of the Series 2026 Bonds at any price (the “Undersold Maturities”). For each Undersold Maturity listed on Schedule A the Original Purchaser will provide the price or prices at which the first 10% of each such Undersold Maturity was sold to the Public promptly following the date that the first 10% of each such Undersold Maturity is sold to the Public.]]

3. Defined Terms.

(a) *Maturity* means Series 2026 Bonds with the same credit and payment terms. Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” as defined in U.S. Treasury Regulation Section 1.1501(b) which generally provides that the term related party means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026 Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the Public).

On the Sale Date the Original Purchaser purchased the Series 2026 Bonds from the City by submitting electronically an “Official Bid Form” responsive to an “Official Notice of Bond Sale” and having its bid accepted by the City. The City has not modified the terms of the purchase since the Sale Date.

The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the tax certificate and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Series 2026 Bonds.

IN WITNESS WHEREOF, the undersigned has hereunto fixed his or her official signature this _____ day of _____, 2026.

[PURCHASER], as Original Purchaser

By: _____

Title: _____

To Be Attached:
SCHEDULE A—EXPECTED OFFERING PRICES



STAFF COMMENTS

Item: Consideration and possible approval of awarding the bid to construct the pickleball courts.

Discussion: The City Council previously approved the layout of a new pickleball court facility that includes 8 courts, new lighting, and shade structures. The design was completed and the project advertised for bids. The City received 6 bids, ranging from \$575,187.85 to \$875,692.67. The bid tabulation is attached to the packet.

Findings: A panel consisting of the project engineer and City Staff will evaluate the bids and make a recommendation to the City Council for award based on the selection criteria in the advertisement for bids. – Arthur LeBaron

Recommendation:



Hurricane City
Downtown Pickleball Courts Reconstructic
Tuesday, December 16, 2025

No.	Item	Quantity	Unit	Engineer's Estimate		Caliber Contractor, LLC		Interstate Rock Products		Advanced Construction & Design		Progressive Contracting, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 50,900.00	\$ 50,900.00	\$ 20,000.00	\$ 20,000.00	\$ 59,400.00	\$ 59,400.00	\$ 18,000.00	\$ 18,000.00	\$ 50,000.00	\$ 50,000.00
2	SWPPP COMPLIANCE AND EROSION CONTROL	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 11,000.00	\$ 11,000.00	\$ 3,750.00	\$ 3,750.00	\$ 4,800.00	\$ 4,800.00	\$ 4,100.00	\$ 4,100.00
3	DUST CONTROL AND WATERING	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00	\$ 1,650.00	\$ 1,650.00	\$ 8,200.00	\$ 8,200.00
4	CONSTRUCTION STAKING	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,350.00	\$ 2,350.00	\$ 6,000.00	\$ 6,000.00	\$ 5,800.00	\$ 5,800.00
5	MATERIALS SAMPLING AND TESTING	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,600.00	\$ 10,600.00	\$ 10,500.00	\$ 10,500.00	\$ 9,600.00	\$ 9,600.00
6	CLEARING, GRUBBING, EXCAVATION, AND DEMOLITION	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 45,000.00	\$ 45,000.00	\$ 26,400.00	\$ 26,400.00	\$ 48,000.00	\$ 48,000.00	\$ 60,000.00	\$ 60,000.00
7	EARTHWORK AND GRADING	1	LS	\$ 46,000.00	\$ 46,000.00	\$ 8,250.00	\$ 8,250.00	\$ 5,300.00	\$ 5,300.00	\$ 30,000.00	\$ 30,000.00	\$ 26,000.00	\$ 26,000.00
8	IMPORT STRUCTURAL FILL	1461	CY	\$ 34.00	\$ 49,674.00	\$ 13.75	\$ 20,088.75	\$ 44.50	\$ 65,014.50	\$ 69.00	\$ 100,809.00	\$ 37.00	\$ 54,057.00
9	STANDARD SIDEWALK W/BASE	3420	SF	\$ 10.00	\$ 34,200.00	\$ 8.50	\$ 29,070.00	\$ 8.95	\$ 30,609.00	\$ 10.00	\$ 34,200.00	\$ 10.20	\$ 34,884.00
10	CONCRETE SEAT WALL	20	LF	\$ 160.00	\$ 3,200.00	\$ 205.00	\$ 4,100.00	\$ 270.00	\$ 5,400.00	\$ 200.00	\$ 4,000.00	\$ 190.00	\$ 3,800.00
11	LOCKABLE, FROST FREE-HYDRANT (0.75")	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 1,050.00	\$ 1,050.00	\$ 800.00	\$ 800.00	\$ 1,400.00	\$ 1,400.00
12	POST-TENSIONED CONCRETE COURT W/ BASE	17010	SF	\$ 21.00	\$ 357,210.00	\$ 14.00	\$ 238,140.00	\$ 14.00	\$ 238,140.00	\$ 15.80	\$ 268,758.00	\$ 14.20	\$ 241,542.00
13	12" WIDE CONCRETE BAND	800	SF	\$ 25.00	\$ 20,000.00	\$ 10.75	\$ 8,600.00	\$ 11.00	\$ 8,800.00	\$ 11.50	\$ 9,200.00	\$ 25.00	\$ 20,000.00
14	COURT SURFACING & STRIPING	17010	SF	\$ 4.00	\$ 68,040.00	\$ 2.31	\$ 39,293.10	\$ 2.50	\$ 42,525.00	\$ 2.50	\$ 42,525.00	\$ 3.80	\$ 64,638.00
15	NET POST PAIR, NET, & RELATED APPURTENANCES	8	EA	\$ 1,700.00	\$ 13,600.00	\$ 1,050.00	\$ 8,400.00	\$ 1,150.00	\$ 9,200.00	\$ 1,200.00	\$ 9,600.00	\$ 2,300.00	\$ 18,400.00
16	4' CHAIN LINK FENCE W/ GATES	744	LF	\$ 40.00	\$ 29,760.00	\$ 61.00	\$ 45,384.00	\$ 66.00	\$ 49,104.00	\$ 66.00	\$ 49,104.00	\$ 54.00	\$ 40,176.00
17	8' CHAIN LINK FENCE	416	LF	\$ 45.00	\$ 18,720.00	\$ 82.00	\$ 34,112.00	\$ 88.50	\$ 36,816.00	\$ 88.00	\$ 36,608.00	\$ 80.00	\$ 33,280.00
18	LANDSCAPE AND IRRIGATION	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 13,750.00	\$ 13,750.00	\$ 26,800.00	\$ 26,800.00	\$ 11,300.00	\$ 11,300.00	\$ 10,300.00	\$ 10,300.00
19	ICON SHELTER SYSTEM INSTALLATION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 26,000.00	\$ 26,000.00	\$ 41,700.00	\$ 41,700.00	\$ 15,000.00	\$ 15,000.00	\$ 65,000.00	\$ 65,000.00
20	LIGHTING AND ELECTRICAL COORDINATION	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 11,300.00	\$ 11,300.00	\$ 5,000.00	\$ 5,000.00	\$ 1,100.00	\$ 1,100.00
21	PARK MESSAGE BOARD	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,150.00	\$ 1,150.00	\$ 4,000.00	\$ 4,000.00	\$ 6,720.00	\$ 6,720.00
				TOTAL	\$ 803,404.00	2500	\$ 575,187.85	TOTAL	\$ 680,208.50	TOTAL	\$ 709,854.00	TOTAL	\$ 758,997.00

Engineer, P.E.



Hurricane City
Downtown Pickleball Courts Reconstructic
Tuesday, December 16, 2025

No.	Item	Quantity	Unit	Lazer Construction, Inc.		Mahas Construction	
				Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,420.00	\$ 25,420.00
2	SWPPP COMPLIANCE AND EROSION CONTROL	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 26,040.00	\$ 26,040.00
3	DUST CONTROL AND WATERING	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 8,060.00	\$ 8,060.00
4	CONSTRUCTION STAKING	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 12,400.00	\$ 12,400.00
5	MATERIALS SAMPLING AND TESTING	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 18,600.00	\$ 18,600.00
6	CLEARING, GRUBBING, EXCAVATION, AND DEMOLITION	1	LS	\$ 114,000.00	\$ 114,000.00	\$ 104,070.72	\$ 104,070.72
7	EARTHWORK AND GRADING	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 62,000.00	\$ 62,000.00
8	IMPORT STRUCTURAL FILL	1461	CY	\$ 35.00	\$ 51,135.00	\$ 37.97	\$ 55,474.17
9	STANDARD SIDEWALK W/BASE	3420	SF	\$ 20.00	\$ 68,400.00	\$ 10.36	\$ 35,431.20
10	CONCRETE SEAT WALL	20	LF	\$ 500.00	\$ 10,000.00	\$ 566.45	\$ 11,329.00
11	LOCKABLE, FROST FREE-HYDRANT (0.75")	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,860.00	\$ 1,860.00
12	POST-TENSIONED CONCRETE COURT W/ BASE	17010	SF	\$ 14.59	\$ 248,175.90	\$ 17.14	\$ 291,551.40
13	12" WIDE CONCRETE BAND	800	SF	\$ 11.88	\$ 9,504.00	\$ 14.59	\$ 11,672.00
14	COURT SURFACING & STRIPING	17010	SF	\$ 2.58	\$ 43,885.80	\$ 2.65	\$ 45,076.50
15	NET POST PAIR, NET, & RELATED APPURTENANCES	8	EA	\$ 1,187.50	\$ 9,500.00	\$ 1,202.49	\$ 9,619.92
16	4' CHAIN LINK FENCE W/ GATES	744	LF	\$ 68.15	\$ 50,703.60	\$ 70.33	\$ 52,325.52
17	8' CHAIN LINK FENCE	416	LF	\$ 91.11	\$ 37,901.76	\$ 94.09	\$ 39,141.44
18	LANDSCAPE AND IRRIGATION	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 25,940.80	\$ 25,940.80
19	ICON SHELTER SYSTEM INSTALLATION	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 29,760.00	\$ 29,760.00
20	LIGHTING AND ELECTRICAL COORDINATION	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 6,200.00	\$ 6,200.00
21	PARK MESSAGE BOARD	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,720.00	\$ 3,720.00
				TOTAL	\$ 832,706.06	TOTAL	\$ 875,692.67

Engineer, P.E.





STAFF COMMENTS

Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-16**, a proposed zone change located at approximately 2241 S 5400 W from Agricultural A-5 to Single Family Residential R1-6 and R1-8; Parcel number H-4138-J; Andrew Hall, Applicant; Ryan Lay, Agent

Discussion:

The applicant is requesting a zone change for a 40-acre parcel located along Turf Sod Road, south of the River Heights development and west of Pecan Valley. The proposal seeks to rezone the property from Agricultural A-5, which permits one dwelling unit per five acres, to a combination of residential zones: Single Family Residential R1-6 on approximately 15.5 acres and Single Family Residential R1-8 on approximately 24.5 acres. The property is currently vacant and does not appear to have been previously used for agricultural purposes beyond occasional grazing.

A public hearing was held at the June 12, 2025, Planning Commission meeting. Several written and spoken public comments objecting to the proposed zone change were received. The objections pertained primarily to incompatibility with the agricultural character of the surrounding properties. The fire district identified a need for a paved second access to the site due to the number of units already constructed in the vicinity, thus the Planning Commission tabled the item to allow the applicant additional time to resolve this issue. It should also be noted that the City Council has given direction that no preliminary plats or zone changes should be approved in the area until the second access deficiency is resolved. Since then, the applicant has proposed an agreement with two property owners to the east to secure a secondary access point and provide utilities to the site, but such private agreements do not provide sufficient assurance that the needed dedicated public access will be provided, and staff has informed the applicants accordingly. Notwithstanding, the applicant requested that the item be brought back before the Planning Commission at the November 11, 2025 meeting. The Planning Commission agreed that appropriate access is not available and recommended denial of the zone change with a vote of 6 to 1.

--Gary Cupp

Property Information

Property Size – approx. 40 acres

Current Zoning – A-5

General Plan – Planned Community

Existing Development – None, vacant land

Findings:

Staff finds that the request does not adequately satisfy 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 zone change complies with the General Plan Map designation of Planned Community for the area.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? While the proposal is not fully harmonious with surrounding properties, much of which remains agricultural or low-density residential, it is anticipated to better align with future planned developments nearby once those are constructed.

3. Will the proposed amendment adversely affect the adjacent property? This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory in the vicinity continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.

4. Are public facilities and services adequate to serve the subject property? Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Paved secondary access has not been provided; therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4).

Recommendation:

While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding area, the site is lacking a dedicated paved second access road. Therefore, staff recommends denial due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4.

Attachments:

1. Staff Comments Ordinance ZC25-16 located at approximately 2241 S 5400 West
2. Copy of ZC25-16_
3. PecanValleyNarrative-251027
4. AE.2.Development FINAL 2
5. AE.2.Development FINAL 1
6. ZC25-16 Andrew Hall PC Staff Report
7. Copy of Comments for City of Hurricane
8. Copy of Public hearing comments
9. Copy of Beverley Heffernan
10. Current Zoning Map
11. Proposed Zoning Map



STAFF COMMENTS

Item: Consideration and possible approval of a Zone Change Amendment Ordinance No. ZC25-16, a proposed zone change located at approximately 2241 S 5400 W from Agricultural A-5 to Single Family Residential R1-6 and R1-8; Parcel number H-4138-J.

Discussion: The applicant is requesting a zone change for a 40-acre parcel located along Turf Sod Road, south of the River Heights development and west of Pecan Valley. The proposal seeks to rezone the property from Agricultural A-5, which permits one dwelling unit per five acres, to a combination of residential zones: Single Family Residential R1-6 on approximately 15.5 acres and Single Family Residential R1-8 on approximately 24.5 acres. The property is currently vacant and does not appear to have been previously used for agricultural purposes beyond occasional grazing.

A public hearing was held at the June 12, 2025, Planning Commission meeting. Several written and spoken public comments objecting to the proposed zone change were received. The objections pertained primarily to incompatibility with the agricultural character of the surrounding properties. The fire district identified a need for a paved second access to the site due to the number of units already constructed in the vicinity, thus the Planning Commission tabled the item to allow the applicant additional time to resolve this issue. It should also be noted that the City Council has given direction that no preliminary plats or zone changes should be approved in the area until the second access deficiency is resolved. Since then, the applicant has proposed an agreement with two property owners to the east to secure a secondary access point and provide utilities to the site, but such private agreements do not provide sufficient assurance that the needed dedicated public access will be provided, and staff has informed the applicants accordingly. Notwithstanding, the applicant requested that the item be brought back before the Planning Commission at the November 11, 2025 meeting. The Planning Commission agreed that appropriate access is not available and recommended denial of the zone change with a vote of 6 to 1.

Property Information

Property Size – approx. 40 acres

Current Zoning – A-5

General Plan – Planned Community

Existing Development – None, vacant land

Findings: Staff finds that the request does not adequately satisfy 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 zone change complies with the General Plan Map designation of Planned Community for the area.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? While the proposal is not fully harmonious with surrounding properties, much of which remains agricultural or low-density residential, it is anticipated to better align with future planned developments nearby once those are constructed.

3. Will the proposed amendment adversely affect the adjacent property? This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory in the vicinity continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.

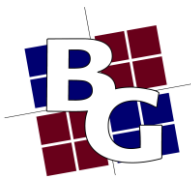
4. Are public facilities and services adequate to serve the subject property? Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Paved secondary access has not been provided; therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4).

Recommendation: While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding area, the site is lacking a dedicated paved second access road. Therefore, staff recommends denial due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4. – Gary Cupp



Application

Application Accepted Date: 05/29/2025		Valuation		\$	0.00				
Type of Improvement: Zone Change Application		PERMIT FEES							
Description: Buying property and wanting to change it from A5 z		Planning Fee		\$	500.00				
Bldg. Address: Pecan Valley		Planning Fee		\$	500.00				
City: Hurricane City State: UT Zip: 84737		Sub Total:		\$	500.00				
Subdivision: Unnamed - Phase: unnumbered		Permit Total:		\$	500.00				
Block: Lot #: Parcel ID #: H-4138-J		Amount Paid:		\$	500.00				
Zone: Hurricane City - A5		Remaining Due:		\$	0.00				
Property Owner: Andrew Hall - in the process									
Permit Contact: Andrew Hall P:(435) 256-5111									
Email: andrew.ashexcavating@gmail.com									
CONTACT INFORMATION									
General Contractor: Andrew Hall									
License #: 10794131-5501 P: (435) 256-5111									
Address: 1921 W 5780 N									
City: St. George State: UT Zip: 84770									
Email: andrew.ashexcavating@gmail.com									
APPLICATION DETAILS									
									
						APPROVALS		DATE	INFO
Setbacks		Front:	Rear:	Left:	Right:				
Min.									
Actual:									
									
APPLICATION NUMBER: PLANZC25-16									
This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.									
Applicant Name: Ryan Lay (Bush & Gudgeon, Inc.)									
Signature of Applicant/Authorized Agent or Owner: Date:									
Application Approved By: Date:									
Application Issued By: Date:									
Receipt #: 229275396-04/21/25									



Bush and Gudgell, Inc.

Engineers • Planners • Surveyors

www.bushandgudgell.com

October 27, 2025

Hurricane City
Planning and Zoning Department
147 N 870 W
Hurricane, UT 84737
435-635-2811

Dear Commissioners:

We are pleased to submit this Zone Change application to the City of Hurricane for our project in Pecan Valley on parcel # H-4138-J. The parcel lies just west of the Pecan Valley Resort development. We have worked to create a thoughtful development that both helps satisfy upcoming needs in the city and also remains in harmony with other developments in the area. Further information about the project is provided below.

We greatly appreciate your consideration of this application.

Sincerely,

Bob Hermandson
President
Bush & Gudgell, Inc.

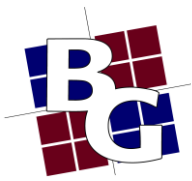
Zone Change: A-5 to R1-6 and R1-8

Project Purpose:

This request seeks to rezone 40.0 acres of land currently designated as A-5 (Agricultural - 1 Unit Per 5 Acres) to 15.5 acres of R1-6 (Residential - 1 Unit Per 6,000 Sq. Ft.) and 24.5 acres of R1-8 (Residential – 1 Unit Per 8,000 Sq. Ft.) in order to facilitate the development of affordable single-family housing within Hurricane City.

Justification and Intent:

As Hurricane City continues to experience rapid growth, the demand for affordable, attainable housing options has increased significantly. The current A-5 zoning limits density and does not allow for the type of residential development needed to meet this growing demand. By rezoning the subject property to R1-6 and R1-8, we will be able to offer smaller, more cost-effective single-family lots that align with the City's General Plan goals for smart growth and housing diversity. Pecan Valley has many active development projects near the subject property which will facilitate connecting the



property to necessary facilities and utilities. Pecan Valley has reached the point of development that requires a paved secondary access into the region; as part of this project, Dixie Springs and 5140 West will be paved to create the needed secondary access. The River Heights project will bring culinary and irrigation water down Turf Sod Road to within approximately 1300' of the northwest corner of the property. The Pecan Valley Resort has plans to expand south and will border the subject property to the east. As such it will provide both the primary and secondary access point for vehicles and complete the loop for water service. Ash Creek has given preliminary approval for the subject property to connect to the nearby force main system at the corner of 5300 W and 2360 S. There is overhead power on both the east and west side of the property.

Community Benefit:

Rezoning to R1-6 and R1-8 will provide numerous benefits to Hurricane City, including:

- **Increased Housing Supply:** The R1-6 and R1-8 zones allow for a higher residential density, which means more homes on the same acreage. This helps alleviate housing shortages and meets the need of both first-time buyers and working families.
- **Affordability:** Smaller lot sizes and modest home footprints reduce land and construction costs, making homeownership more accessible to a broader demographic.
- **Smart Growth Principles:** This development supports compact walkable neighborhoods that reduce infrastructure strain and align with sustainable land use practices.
- **Economic Development:** Affordable housing helps support the local workforce by allowing essential workers – teachers, first responders, service workers, etc. – to live within the community they serve.
- **Increased Access to Pecan Valley:** As part of this project Dixie Springs and 5140 will be paved, granting a second paved access to Pecan Valley as a whole.

Compatibility with Surrounding Land Uses:

The proposed zoning change is compatible with the nearby residential developments and aligns with the City's general plan for a planned community for the area. It will serve as a thoughtful transition from a rural area to a higher-density residential area.

Conclusion:

We respectfully request approval of the zoning change from A-5 to R1-6 and R1-8 to support Hurricane City's housing goals and contribute meaningfully to the community's future. This rezoning will enable the development of a high-quality, affordable neighborhood that fits within the fabric of the city and addresses a critical need for housing diversity and attainability.

DEVELOPMENT AGREEMENT
(Dixie Springs & Pecan Valley Areas)

This Development Agreement ("Agreement") is made effective this ____ day of October 2025 between Chris Wyler, as Principal of Pecan Valley Holdings, LLC, Pecan Valley Development, LLC, and Artisan Homes, LLC, all Utah limited liability companies, and Ash Excavating, LLC, a Utah limited liability company ("Ash"), and Hollows, LLC, a Utah limited liability company represented by Brett Burgess ("Hollows")(Chris Wyler, Ash, and Hollows are collectively referred to herein as the "Parties").

RECITALS

A. WHEREAS Ash represents the property owned by Thomas A. Blake, and seeks to develop certain agricultural and/or undeveloped real property located in Hurricane, Utah, which is more particularly described as parcel H-4138-J ("Property"); and

B. WHEREAS Chris Wyler represents properties owned by Pecan Valley Holdings, LLC, Pecan Valley Development, LLC, and Artisan Homes, LLC, in Hurricane, Utah; and

C. WHEREAS Ash requires access across the properties represented by Chris Wyler, and

D. WHEREAS Hollows agrees to purchase certain land from the State of Utah to help accommodate access for Ash.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Chris Wyler, Ash, and Hollows hereby agree as follows:

1. PURPOSE

- a. Purpose:** The fundamental purpose of this agreement is providing access to Ash for the development of the Property at parcel H-4138-J. If unforeseeable events, beyond the Parties' control, should prevent the development of the Property, or otherwise make the purpose of the Agreement without meaning, either or both Parties shall have the option of being relieved of their obligations under the Agreement.

2. LAND TO BE PURCHASED

- a. Dixie Springs Extension:** Hollows, LLC, represented by Brett Burgess, will purchase from the State of Utah the natural extension of Dixie Springs Drive, 75.5 feet wide, across parcel H-4136-D-SLL, approximately between parcel H-RSDS-1A-6 in the Red Sands at Desert Sands subdivision, running southwest to the centerline of 5140 W. See Exhibit A.
- b. S 5140 W Extension:** Hollows, LLC, represented by Brett Burgess, will purchase from the State of Utah the westernmost 37.75' of parcel H-4136-D-SLL, only between the new intersection of Dixie Springs Drive and 5140 W, northward to the northwest corner of parcel H-4136-D-SLL. See Exhibit A.

3. ROAD IMPROVEMENTS

- a. S 5140 W: The extension of Hurricane S 5140 W from the southeast corner of parcel H-4138-B-1, then northward, until it meets W 2480 S upon parcel H-4138-B-2, then westward along W 2480 S until it meets S 5210 W, shall be improved at full right of way width. *See Exhibit A.*
- b. Dixie Springs Drive: The natural extension of Dixie Springs Drive across parcel H-4136-D-SLL, approximately between parcel H-RSDS-1A-6 in the Red Sands at Desert Sands subdivision, running southwest to the line of S 5140 W, shall be improved at full right of way width. *See Exhibit A.*
- c. Costs Shared: The cost of all road improvements described above shall be shared equally between Chris Wyler and Ash.
- d. Cooperation: The parties agree to cooperate and work in good faith toward providing access to Ash to parcel H-4138-J.

4. DEDICATION

- a. Dedicated to Hurricane City: At the completion of all improvements above, the roads and full right of way widths shall be dedicated to Hurricane City by Hollows and Chris Wyler.

5. CONDITIONS PRECEDENT

- a. Zoning: None of the Parties shall have any obligation arising under this Agreement unless and until the zoning change allowing Ash to develop the Property at parcel H-4138-J is approved.
- b. Preliminary Plat: None of the Parties shall have any obligation arising under this Agreement unless and until a Preliminary Plat for the development of the Property at parcel H-4138-J is approved.
- c. Relief: Should either of the Conditions Precedent fail to transpire, all parties are completely relieved of any obligation under this Agreement.

6. GENERAL PROVISIONS

- a. Amendment: The Agreement, along with any of the terms and conditions thereof, may only be amended in writing, with the agreement of the Parties.
- b. Road Improvements Approximated: The Parties agree that the descriptions of the road improvements to be made under the Agreement are approximated, and placement of the road improvements designed for access for Ash may change and will be based on plans approved by Hurricane City.

- c. Counterparts: This Agreement shall be executed in two counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. See Exhibit B.
- d. Attorney Fees. In the event any dispute arises between the parties under this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- e. Entire Agreement: This Agreement and the attached Exhibits constitute the sole and entire agreement of the Parties and is binding upon the Parties, their successors, legal representatives and assigns. Except as stated herein, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below written to be effective as of the last date of signature.

**Chris Wyler,
Pecan Valley Holdings, LLC
Pecan Valley Development, LLC
Artisan Homes, LLC**

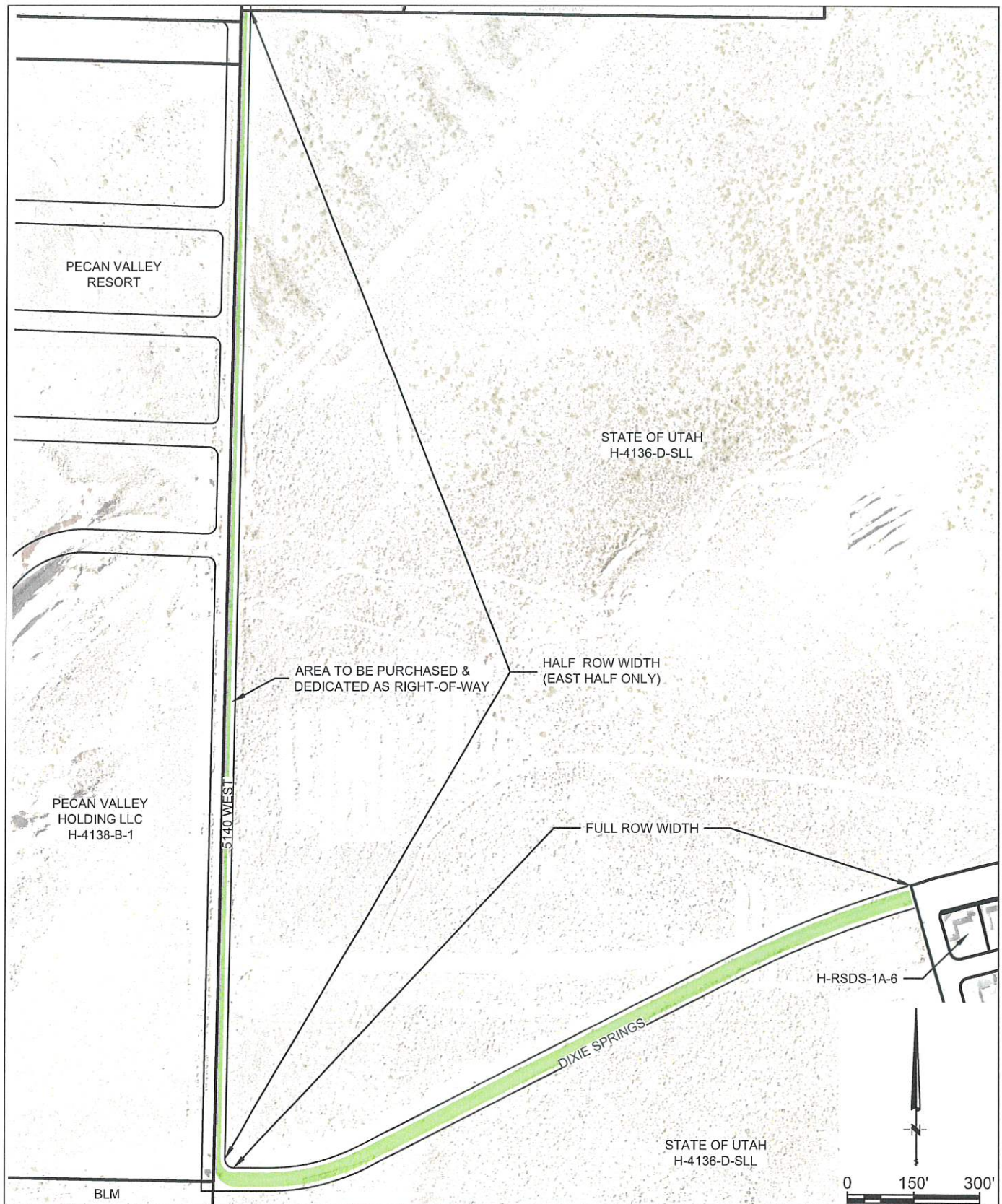
Chris Wyler (Date)

**Andrew Hall,
Ash Excavating, LLC**

Andrew Hall (Date)

**Brett Burgess,
Hollows, LLC**

Brett Burgess (Date)

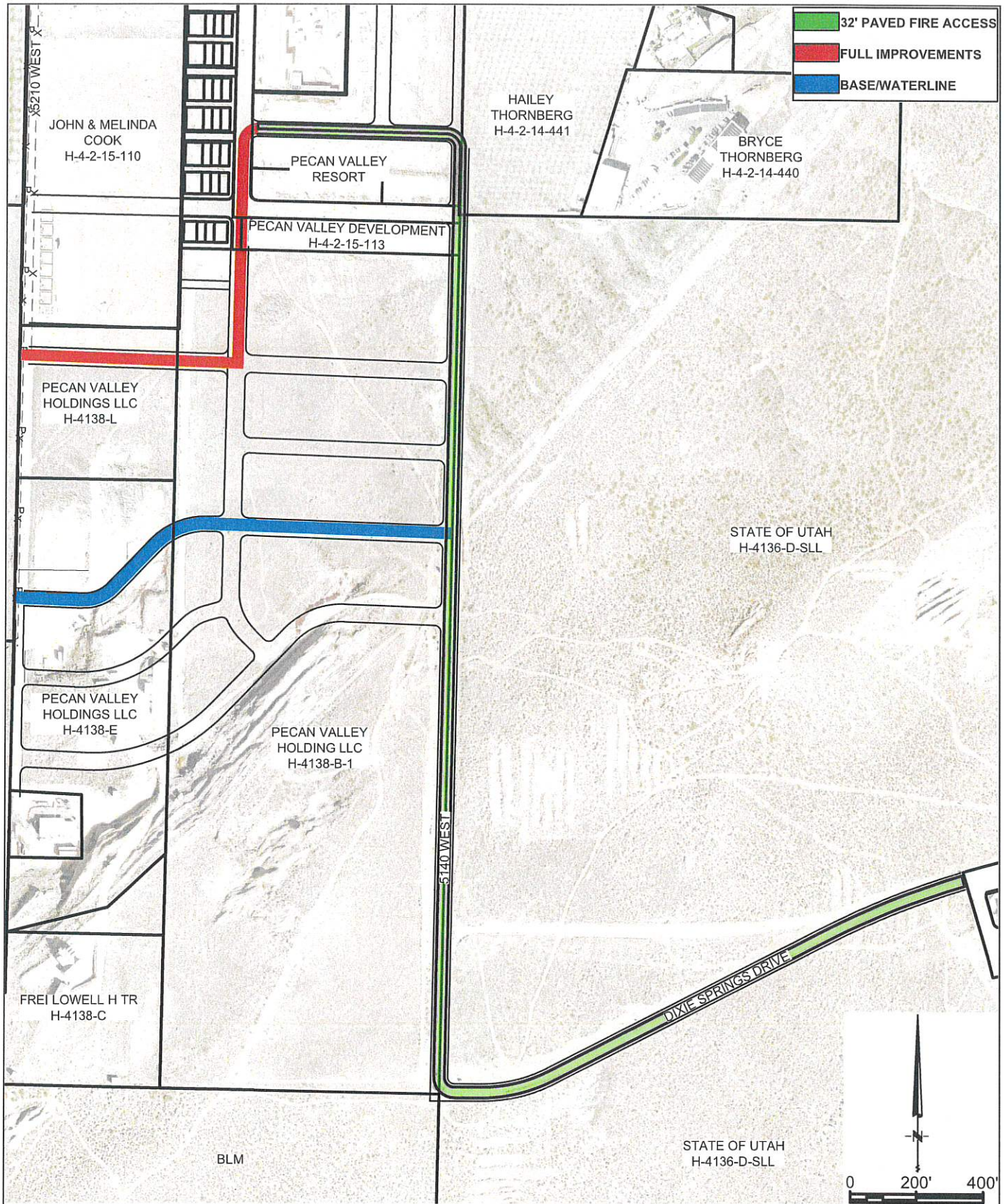


PECAN VALLEY EXHIBIT #1
PECAN VALLEY RESORT
LOCATED IN HURRICANE, UTAH



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

EXHIBIT A (1 of 2)



PECAN VALLEY EXHIBIT #2
PECAN VALLEY RESORT
LOCATED IN HURRICANE, UTAH



BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 673-2337 / Fax (435) 673-3161

EXHIBIT A (2 of 2)

DEVELOPMENT AGREEMENT
(Pecan Valley Area)

This Development Agreement ("Agreement") is made effective this ____ day of October 2025 between Chris Wyler, as Principal of Pecan Valley Holdings, LLC, Pecan Valley Development, LLC, and Artisan Homes, LLC, all Utah limited liability companies, and Ash Excavating, LLC, a Utah limited liability company ("Ash")(Chris Wyler and Ash are collectively referred to herein as the "Parties").

RECITALS

A. WHEREAS Ash represents the property owned by Thomas A. Blake, and seeks to develop certain agricultural and/or undeveloped real property located in Hurricane, Utah, which is more particularly described as parcel H-4138-J ("Property"); and

B. WHEREAS Chris Wyler represents properties owned by Pecan Valley Holdings, LLC, Pecan Valley Development, LLC, and Artisan Homes, LLC, in Hurricane, Utah; and

C. WHEREAS Ash requires access across the properties represented by Chris Wyler.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Ash and Chris Wyler hereby agree as follows:

1. PURPOSE

- a. Purpose:** The fundamental purpose of this agreement is providing access to Ash for the development of the Property at parcel H-4138-J. If unforeseeable events, beyond the Parties' control, should prevent the development of the Property, or otherwise make the purpose of the Agreement without meaning, either or both Parties shall have the option of being relieved of their obligations under the Agreement.

2. ROAD IMPROVEMENTS

- a. S 5140 W:** Beginning from the southeast corner of parcel H-4138-B-1, and following the line of S 5140 W northward, until it meets W 2480 S upon parcel H-4138-B-2, then westward along W 2480 S until it meets S 5210 W, which shall be improved full right of way width. *See Exhibit A.*
- b. S 5210 W:** Beginning at the intersection of S 5210 W and W 2480 S, southward onto parcel H-4138-B-1, to a point approximately 230 yards south of the intersection, then westward along a new road across the northern end of parcel H-4138-L, to the property line of parcel H-4138-J, shall be fully improved, including 32 feet of paved road and 50 feet of total right of way. *See Exhibit A.*
- c. New Road:** Beginning at a point approximately 390 yards south of the new intersection of S 5140 W and W 2480 S, westward across parcels H-4138-B-1 and H-4138-E between and connecting S 5140 W and S 5350 W, to the property line of parcel H-4138-J, shall be improved with road base and a water line. *See Exhibit A.*

- d. Costs Shared: The cost of all road improvements described above shall be shared equally between Chris Wyler and Ash.
- e. Cooperation: The Parties agree to cooperate and work in good faith toward providing access to Ash to parcel H-4138-J.

3. DEDICATION

- a. Dedicated to Hurricane City: At the completion of all improvements above, the roads and entire right of way widths, as described above, shall be dedicated to Hurricane City by Chris Wyler, representing Pecan Valley Holdings, LLC, Pecan Valley Development, LLC, and Artisan Homes, LLC.

4. CONDITIONS PRECEDENT

- a. Zoning: Neither of the Parties shall have any obligation arising under this Agreement unless and until the zoning change allowing Ash to develop the Property at parcel H-4138-J is approved.
- b. Preliminary Plat: Neither of the Parties shall have any obligation arising under this Agreement unless and until a Preliminary Plat for the development of the Property at parcel H-4138-J is approved.
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- e. Entire Agreement: This Agreement and the attached Exhibits constitute the sole and entire agreement of the Parties and is binding upon the Parties, their successors, legal representatives and assigns. Except as stated herein, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

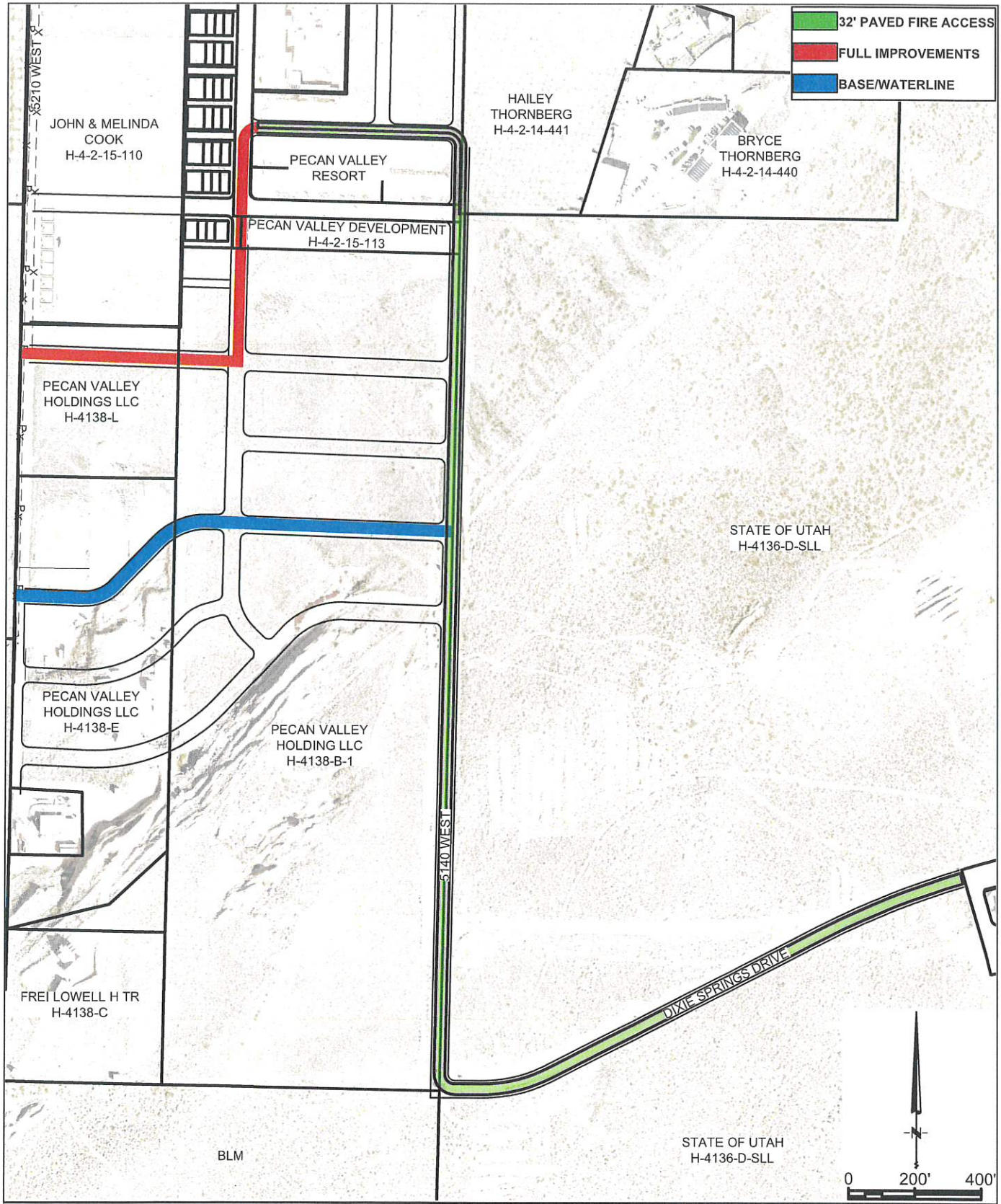
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below written to be effective as of the last date of signature.

**Chris Wyler,
Pecan Valley Holdings, LLC
Pecan Valley Development, LLC
Artisan Homes, LLC**

Chris Wyler (Date)

**Andrew Hall,
Ash Excavating, LLC**

Andrew Hall (Date)



PECAN VALLEY EXHIBIT #2
PECAN VALLEY RESORT
LOCATED IN HURRICANE, UTAH



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

EXHIBIT A



STAFF COMMENTS

Agenda Date:	12/11/2025 - Planning Commission
Application Number:	ZC25-16
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Andrew Hall
Agent:	Bush & Gudgeon - Ryan Lay
Request:	Approval of a Zone Change from A-5 to R1-6 and R1-8.
Location:	Approximately 2241 S 5400 W
Zoning:	Agricultural 5 (A-5)
General Plan Map:	Planned Community
Recommendation:	Deny
Report Prepared by:	Fred Resch III

Updated Discussion for 12/11/2025:

This item was previously presented to the Planning Commission on June 12, 2025. At that meeting, the Commission tabled the request to allow the applicant additional time to resolve issues related to site utilities and access. The Commission also expressed concerns about rezoning agricultural land for residential development. The applicant has since revised the proposal to address these concerns. The updated zoning map places the R1-8 zone adjacent to the existing agricultural property, while the R1-6 zone is located next to the proposed townhome development. In addition, the applicant has proposed an agreement with two property owners to the east to secure a secondary access point and provide utilities to the site. This arrangement would eliminate the need for off-site improvements along Turf Sod Road.

Previous Discussion:

The applicant is requesting a zone change for a 40-acre parcel located along Turf Sod Road, south of the River Heights development and west of Pecan Valley. The proposal seeks to rezone the property from Agricultural 5 (A-5), which permits one dwelling unit per five acres, to a combination of residential zones: Single Family Residential R1-6 (one unit per 6,000 square feet) on approximately 15.5 acres and Single Family Residential R1-8 (one unit per 8,000 square feet) on approximately 24.5 acres. The property is currently vacant and does not appear to have been previously used for agricultural purposes beyond occasional grazing.

Zoning

Adjacent Land Use

4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: The [General Plan Map](#) shows this area as Planned Community, which recommends: “Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.”

While the current proposal is not for a fully integrated, master-planned community, the requested zone change would move the property closer to compliance with the General Plan than its current Agricultural 5 (A-5) zoning. Although most of the bounding properties are still zoned agricultural, the site is located within a developing area of the city where a mix of residential and supporting uses are planned and currently emerging; specifically, the development within the adjacent Pecan Valley recreation resort zone. In addition, the City’s Moderate Income Housing Plan encourages approval of smaller-lot, single-family subdivisions to expand housing options. The proposed R1-6 and R1-8 zoning designations would support this objective by facilitating the development of more moderately priced single-family homes. This contributes to the City’s broader goals of promoting housing affordability and accommodating population growth in a balanced and sustainable manner.

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

Response: Most of the surrounding property is currently undeveloped or developed with agricultural or low-density residential uses. However, there are approved and planned single-family and multifamily developments in the immediate vicinity, namely Pecan Valley and River Heights, that reflect the region’s ongoing transition toward more residential development. The proposed R1-6 and R1-8 zoning is compatible with this evolving area character and represents a reasonable progression in the area's development trajectory.

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

Response: The change from agricultural to residential zoning would introduce higher density housing than what currently exists on nearby properties, many of which remain undeveloped or are used for agriculture or low-density residential purposes. This could result in increased traffic, noise, and activity levels compared to current conditions. However, the area is in transition with several planned residential developments already approved nearby, including both single-family and multifamily units. If developed as intended, increased residential development may also lead to improved availability of public services and infrastructure benefiting both the subject property and surrounding parcels. Ultimately, this finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and

remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.

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

Response: While public services exist in the general area, this specific parcel is not directly served by them. A paved second access is required for the area and the City Council has said that no additional plats or zone changes can be approved in this area until the second access issue is resolved. The applicant has submitted draft agreements with neighboring property owners to extend services to the site; however, these agreements have not been executed, and no construction drawings or bonding for the necessary off-site improvements have been provided. As a result, staff cannot make the required finding that public facilities are adequate to serve the project site at this time, as required by HCC Sections 9-6-3(B) and 10-37-4.

JUC Comments

These comments will need to be addressed with more detailed construction drawings and preliminary plats:

1. **Public Works:** Access from dedicated city street-Turf Sod Road is prescriptive only. Need second access from the area.
2. **Power:** Dixie Power area: Approved.
3. **Water:** Will need water model and water line looping.
4. **Streets:** No access to city streets. Second access issues. Doesn't fit with the zoning in the area.
5. **Sewer:** District is not opposed to zone change. Sewer main is not readily available. Offsite sewer would be required.
6. **Engineering:** Hurricane City's Storm Drain master plan shows near the middle of this site's west boundary that a 54" ø and 72" ø storm drain pipe is expected to drain Turf Sod Road and the adjoining area to the Virgin River. Developer must access and construct for drainage needs at a later stage. Turf Sod Road is a master planned major collector with a trail on its west side (77' typical cross section). Turf Sod Road is a public street by prescriptive use and not through property dedications or transfers. Needed right of way beyond the space between existing fence lines, must be secured by the developer. The Greater Pecan Valley (east of the Virgin River, south of Ash Creek Special Service District's fields, and west of the nearby ridge) requires a 2nd improved access per Fire Code (appendix d). Hurricane City Standard 3.2.4.17 requires that the paved surface be 32' wide minimum. Plans to connect the valley to Dixie Springs Drive by paving 5140 W (a master planned minor collector within the Pecan Valley and Desert Sands developments) are being considered by city staff and a group of the valley's developers. Connecting Dixie Springs Drive (a master planned major collector) and Turf Sod Road (a master planned major collector) appears to be another viable solution (2019's Transportation Master Plan included these reaches of Turf Sod Road and Dixie Springs Drive in its list of mid-term and long-term projects). The applicant appears to acknowledge most shortcomings of the existing facilities. Timing appears to be most paramount in considering adverse effects on adjacent property. The zone change can foster coordination with neighboring developments and provide

existing residents with increased infrastructure; however, neighbors' participation will be required to install infrastructure well and its anticipated existing residents will be opposed to any additional change in this area.

7. **Fire:** Approved.
8. **Phone:** No comment.
9. **Gas:** [No comments received.]
10. **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.

Other Considerations: Based on typical development patterns for the R1-8 and R1-6 zones, this project could accommodate approximately 208 units. The proposed plan includes two access points through Pecan Valley, connecting to both Turf Sod Road and Dixie Springs Drive. These connections would provide secondary access and allow for water system looping without requiring right-of-way acquisition along Turf Sod Road, while also ensuring a second fire access for the area.

In conclusion, staff believes the proposed plan is workable but will require additional commitments to ensure it can be successfully implemented.

Findings: Staff makes the following findings:

1. The zone change complies with the General Plan Map designation of Planned Community for the area.
2. While the proposal is not fully harmonious with the existing development, much of which remains agricultural or low-density residential, it is anticipated to better align with nearby planned developments once those are constructed.
3. This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.
4. Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4).
5. Paved secondary access has not been provided.

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 and make a recommendation to the City Council. While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding

area, staff has serious concerns regarding the availability of utilities to serve the property. Thee site is also lacking a paved second access road. Therefore, staff recommends that the Planning Commission send a recommendation of denial to the City Council due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4.

Via E-Mail June 4, 2024

Comments for 12 June 2025 Public Hearing conducted by the Hurricane City Planning Commission to consider a zone change amendment request for Parcel number H-4138-J

The proposal would result in changing the currently allowable density of A-5, a total of 8 residential units for the 40 acres, to R1-6 (up to 290 residential units) and R1-8 (up to 217 residential units).

We are the owners of parcels H-4141-A-5-NP-1, H-4141-A-2-NP, and H-4141-C-3. We object to this proposal for the following reasons:

1. The proposed higher density is incompatible with the existing area. This parcel is surrounded on three sides by open land or parcels with A-5 zoning. The current units built or under construction along Turf Sod Road are indeed higher density, but they do not border any existing housing developments.
2. The schematic enclosed with the May 30, 2025 meeting notice is in error. On the west side, the property belonging to Jeremy Hargis does not appear. It is the parcel between Heffernan and Tullius. This may mean he did not receive adequate notice of the meeting. It also calls the accuracy of your planning efforts into question.
3. Those of us who live along that section of Turf Sod Road have experienced flooding a number of times after heavy rains, when runoff from the cliffs at Sand Hollow crosses H-4141 and inundates the road, as well as creating washouts around our barn at the back of our property at times. After these events, Hurricane City has been unresponsive to our requests to come and repair the road, and it is only due to the efforts of a good neighbor that our washed-out driveway where it enters the road has been repaired in every case.

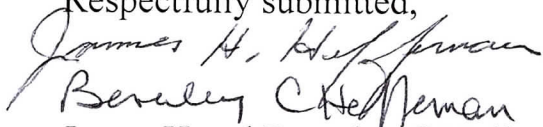
The proposed development, particularly at such high densities, will certainly exacerbate the existing drainage problem. We strongly recommend that you do a very thorough flood analysis before H-4138-J is developed in any way.

4. Such development will presumably lead to proposed improvements to Turf Sod Road, as evidenced by a widening of the road where it turns south. We very much oppose paving the road in front of our property, as our neighbors and we ride our horses down the road. Further, you should be aware that our property line extends halfway across Turf Sod Road, and our adjacent neighbors' parcels do as well. Bush & Gudgell have surveyed our property and so can furnish you with the markers in the road pertaining to our property.

Therefore, if there is ANY improvement to the road, the entire right of way should be shifted to the developers of H-4138-J. The land on that side of the road is undeveloped and thus is far preferable for improvement compared with moving our fences, irrigation systems, and buildings. We note further that the City of Hurricane has never had an easement for our property on the road, and historic use never envisioned a high traffic thoroughfare.

In summary, we oppose the proposed zoning change. A-5 zoning continues to be appropriate. We will plan to attend the meeting on June 12th and may wish to provide further comments.

Respectfully submitted,



James H and Beverley C Heffernan

b.heffernan@att.net

(801) 891-5349

Subject: Public Comment on Proposed Zone Change Amendment for Parcel No. H-4138-J

Robert & Susan Sebold

2320 S 5400 W

Hurricane, UT 84737

Susan.sebold@outlook.com

435-632-8378

June 5, 2025

Dear Members of the Planning and Zoning Commission

We are the owners of Parcel No. H-4141-A-5-NP-2 and are writing to formally object to the proposed zone change amendment for Parcel No. H-4138-J, which would alter the current A-5 zoning designation to R1-6 and R1-8. We respectfully submit the following concerns for your consideration.

1) Incompatibility with Existing Zoning

The proposed higher density zoning is inconsistent with the surrounding area, which is currently zoned A-5. While nearby subdivisions such as Pecan Valley and River's Edge include higher density housing, they do not directly border the affected parcel. This change would disrupt the established character of our neighborhood.

2) Flooding and Drainage Issues

Residents along this section of Turf Sod Road have experienced increased flooding during heavy rains, which we attribute to altered natural drainage patterns made worse by recent construction. Prior to this development, flooding was a less frequent issue. The resulting washouts have damaged both the road and private property. When the City attempted repairs, a two-foot-deep ditch was dug across the road in front of our property, making it impossible to access our driveway with a truck and horse trailer. We are concerned that additional high-density development will exacerbate these drainage problems.

3) Our property is A-5 and is managed as such

We and our neighbors do manage our properties for agricultural use. We don't want to become yet another case of people who move in near horses and complain about horses, which in this case have been there for decades. We also don't want to deal with an increase of trespass. We already have people coming onto our property through the closed posted gate asking to pet or ride our horses.

4) Potential Road Improvements and Property Access

We are opposed to any paving or major improvements to our section of Turf Sod Road. We use this road to access nearby trails on horseback, and increased traffic and speed pose safety risks. Additionally, we have been informed –and county maps confirm that we own the land extending across the road. Our property includes only one easement, a 10-foot utility

easement held by Dixie Escalante on the eastern boundary. No other entity holds a right of way or easement through our land.

5) Environmental Concerns

I have personally observed a Desert Tortoise on our road while horseback riding, and I am including a photo for your reference. Given the presence of this protected species, we believe further development should be paused until a thorough environmental impact study is completed.

We appreciate the opportunity to provide input and urge the Commission to consider the long-term impacts of this proposed zoning change on the community, environment and infrastructure.

Sincerely

Robert & Susan Sebold

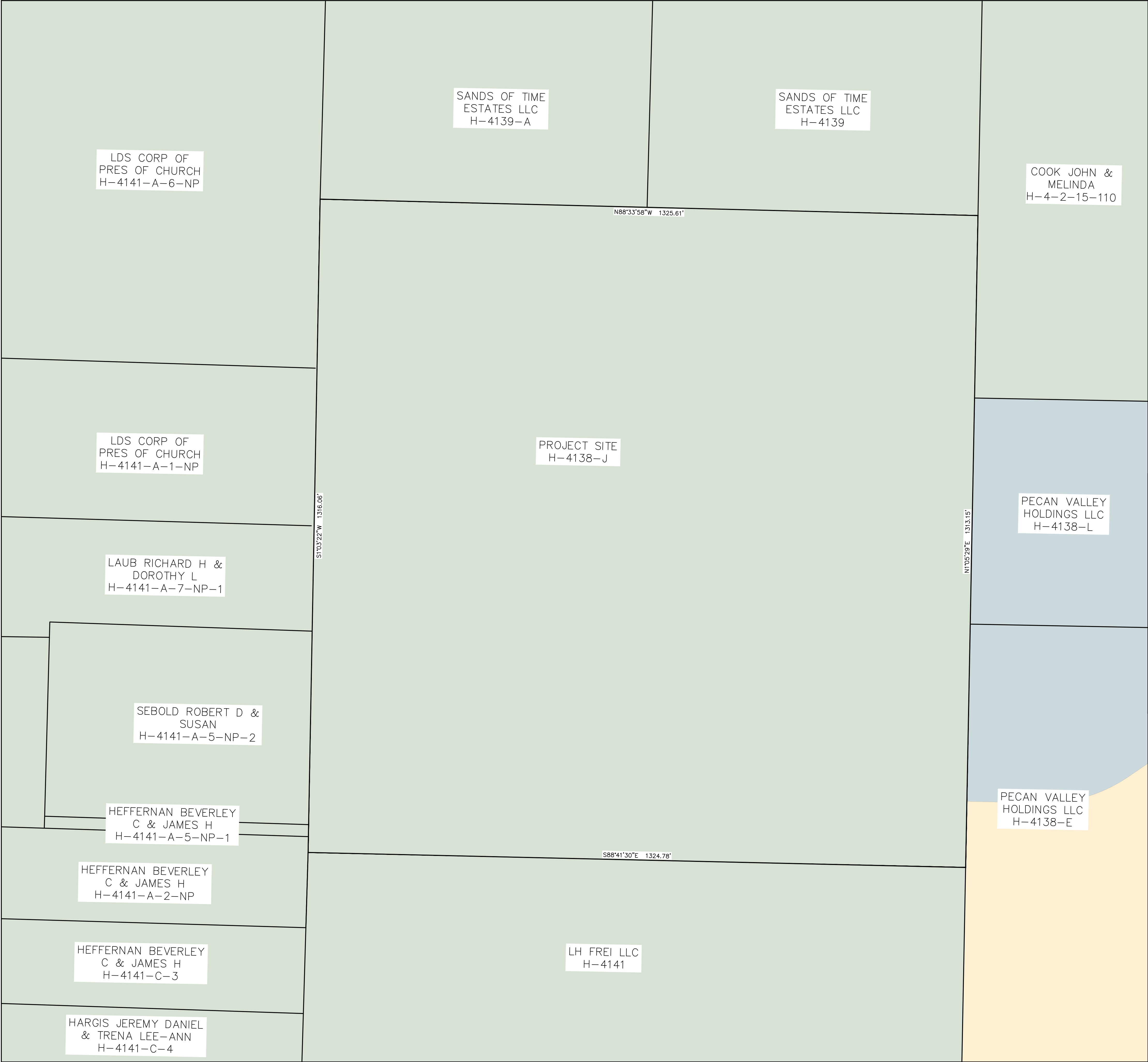
Owner, Parcel No. H-4141-A-5-NP-2

Gary Cupp

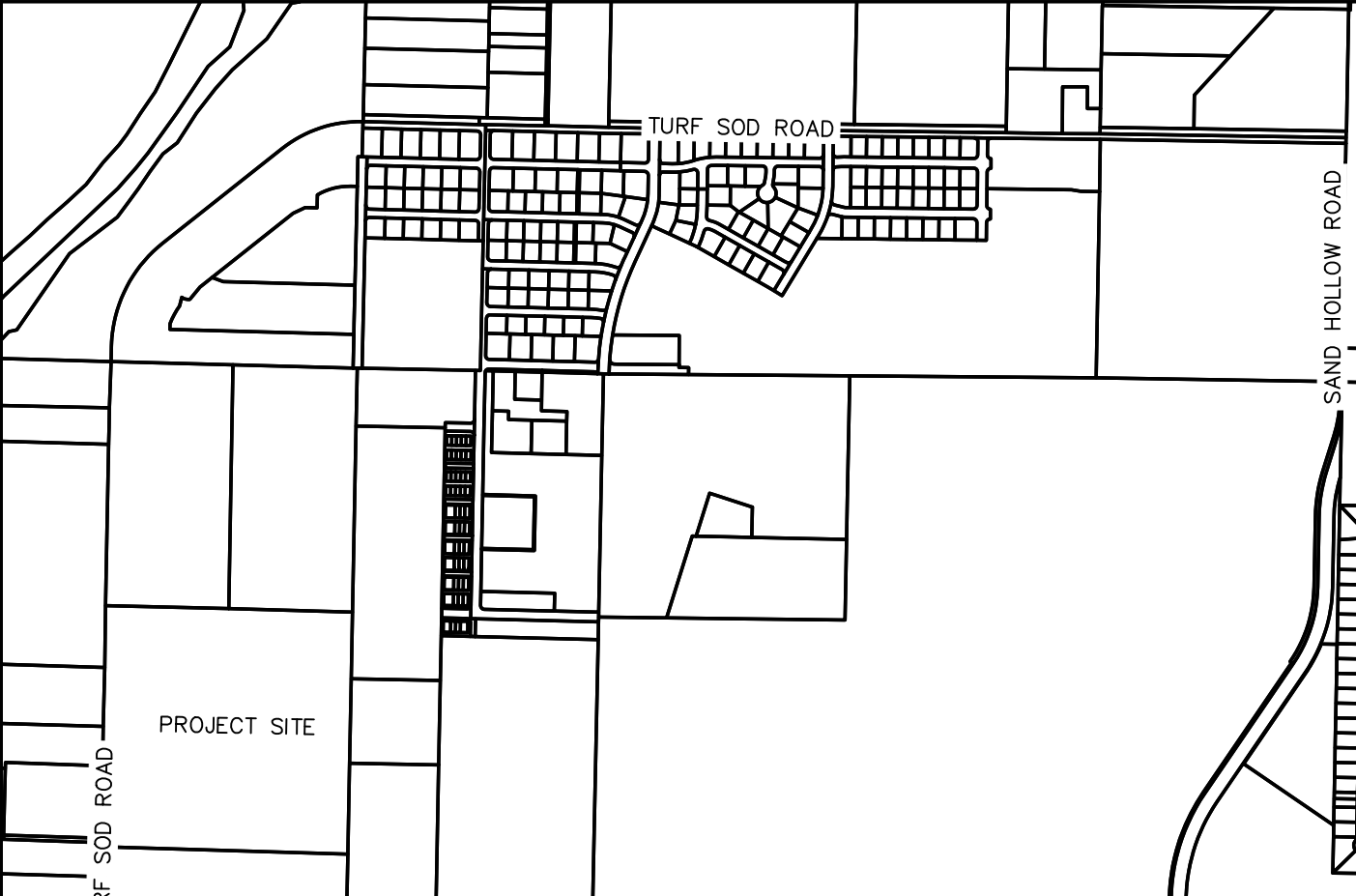
From: Beverley Heffernan <b.heffernan@att.net>
Sent: Tuesday, June 3, 2025 6:00 PM
To: Public Comment
Subject: Letter re zoning for parcel H-4138-J

I am in receipt of your May 30 letter and we will be providing comments in objection to the zoning change. Meanwhile you should be aware that your plat is incorrect. You have omitted Jeremy Hargis at 2380 Turf Sod Road. His property is between ours and Tony Tullius. That sort of error does not inspire confidence.

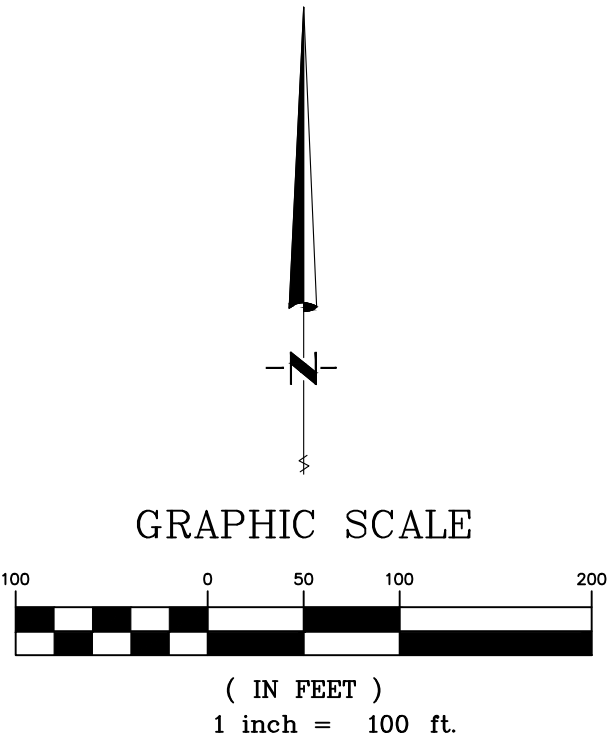
Sincerely,
Beverley Heffernan



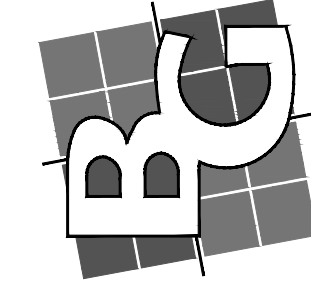
EXISTING ZONES	
DESCRIPTION	
	A-5
	RR
	RM-1



VICINITY MAP

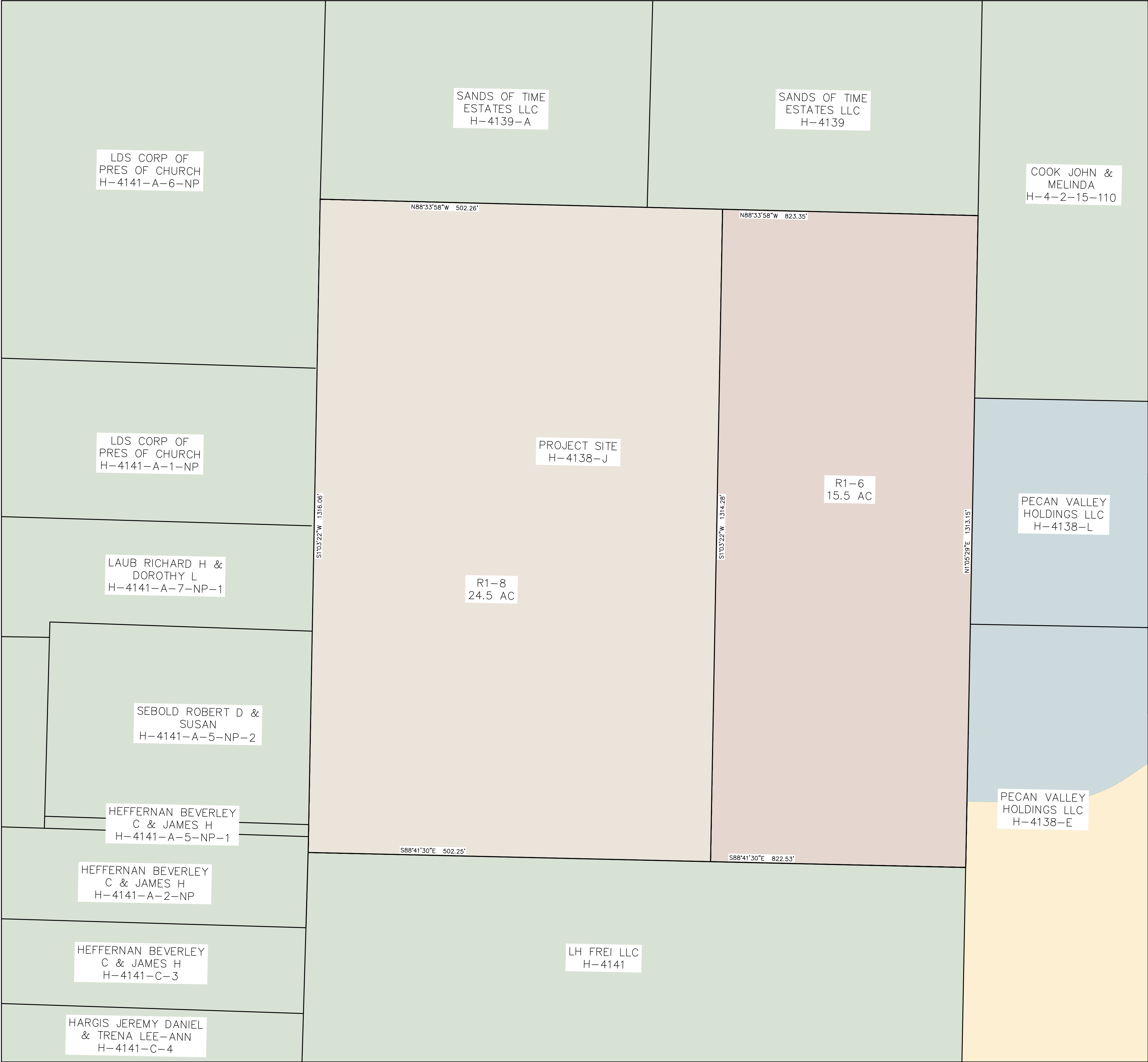


BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: SEP 2025
DRAWN: JAS
APPROVED: -
SCALE: 1" = 100'
JOB NO. 251077

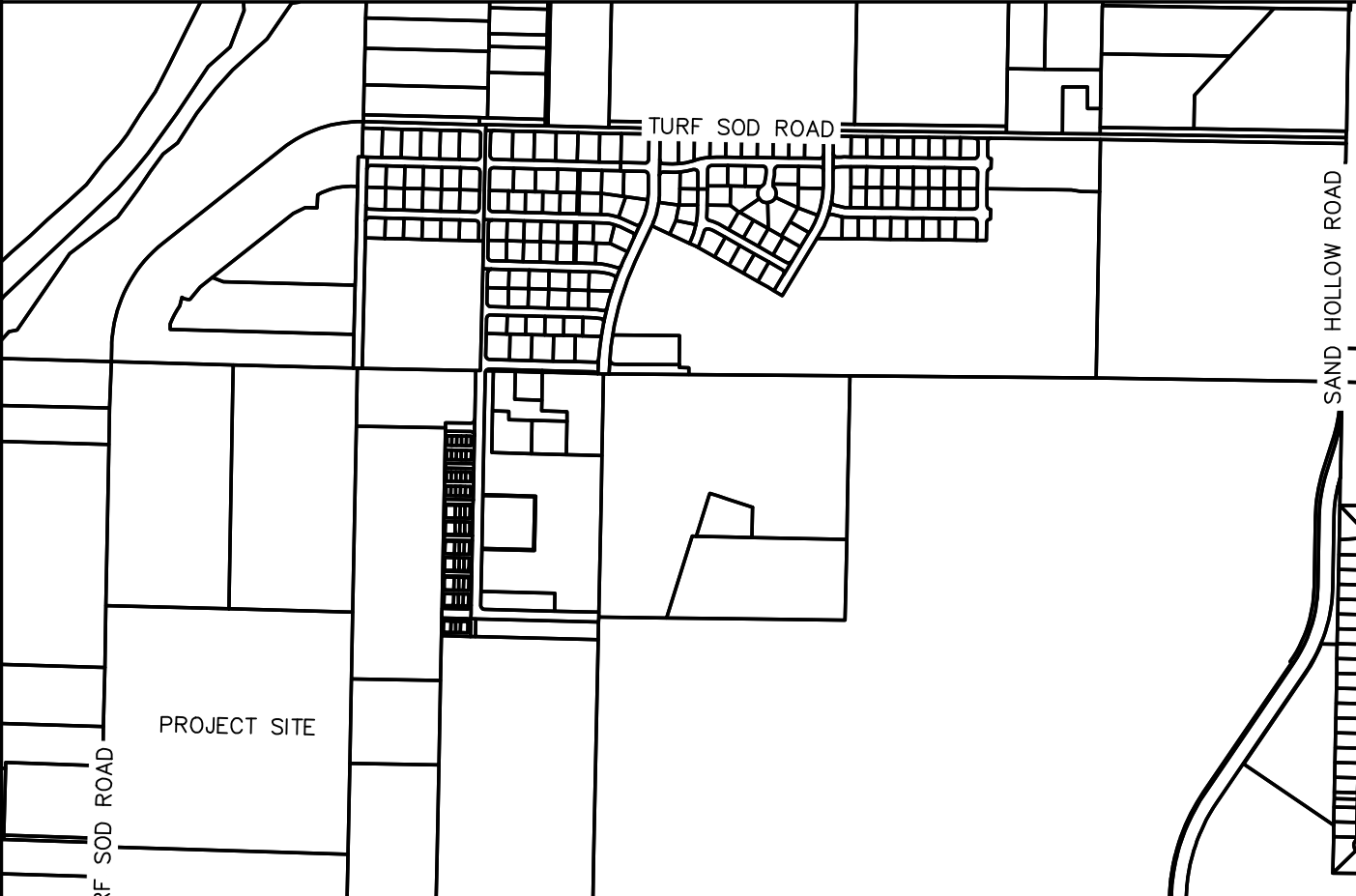
PECAN VALLEY PROJECT
CURRENT ZONING
LOCATED IN HURRICANE, UTAH



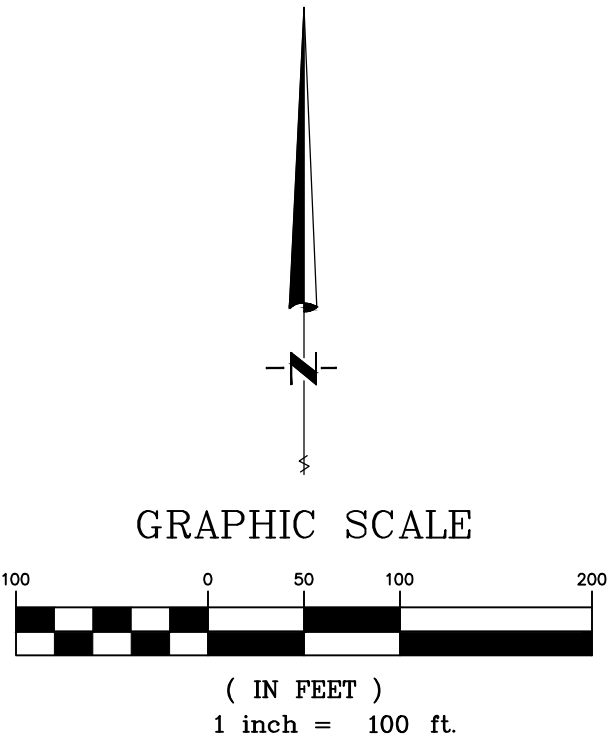
PROPOSED ZONE CHANGE	
DESCRIPTION	ACRES
R1-6	15.5
R1-8	24.5
TOTAL	40.0

* CURRENT ZONE IS A-5

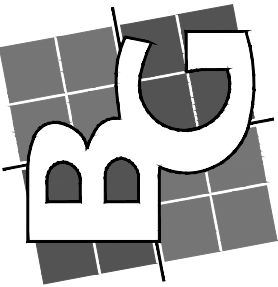
EXISTING ZONES	
DESCRIPTION	
A-5	
RR	
RM-1	



VICINITY MAP



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DATE: SEP 2025
DRAWN: JAS
APPROVED: -
SCALE: 1" = 100'
JOB NO. 251077

PECAN VALLEY PROJECT
PROPOSED ZONE CHANGE
LOCATED IN HURRICANE, UTAH



STAFF COMMENTS

Item: Consideration and possible approval of a Zone Change Amendment Ordinance No. ZC25-17, a proposed zone change located at 100 N and Black Rock Rd. from Mobile Home/RV Park (MH/RV(PDO)) to General Commercial (GC); Parcels H-CRV-1-1 through H-CRV-1-18.

Discussion: The applicant is seeking approval of a zone change to rezone 1.05 acres of property currently within the Canyons RV subdivision from MH/RV (PDO) to General Commercial. A public hearing was held on this item at the October 9th, 2025 Planning Commission meeting, but no action was taken at that time. Several public comments objecting to the proposal were received. The item went before the Planning Commission on December 11, 2025. At that meeting, the applicant submitted a reduced scope of the zone change from the one presented at the 10/9/25 public hearing that only includes property west of the undeveloped Black Rock Road. No development plans have been submitted at this time. The Planning Commission voiced overall support of the proposed zone change to increase the commercial zone and voted 5 to 2 for approval. Ralph Ballard felt that the proposal was not sanctioned by the Canyons RV HOA, and voted to deny. Kelby Iverson felt that the zone change would be inharmonious with neighboring development, and also voted to deny.

Property Information

Property Size – approx. 1.05 acres

Current Zoning – MH/RV

General Plan – split designation of General Commercial/Single Family

Existing Development – Vacant land

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 zone change does not strictly comply with the General Plan designation for the property; however, it is close to the boundary of the General Commercial designated area. The proposed zone change could be considered to promote the City's goals of additional commercial space along major corridors, and the General Plan supports the development of new commercial areas and local employment centers; thus, the proposed zone change broadly meets the standards of the General Plan Map and goals for the site.

2. Is the proposed amendment harmonious with the overall character of existing development in the

subject property's vicinity? The proposed zone change is considered generally harmonious with the surrounding development since the immediate vicinity is largely undeveloped. A commercial zone would also be harmonious with the planned development to the southwest and west of the site.

3. Will the proposed amendment adversely affect the adjacent property? The General Commercial zone allows for a wide range of commercial uses, but since no development is proposed at this time, the true potential impact cannot be ascertained. But the property is buffered from existing residential development, so the proposed amendment is not expected to have an adverse impact.

4. Are public facilities and services adequate to serve the subject property? Services are adequate to serve the area, or will be timely provided. – Gary Cupp

Recommendation:



Application

Application Accepted Date: 09/10/2025		Valuation		\$	0.00					
Type of Improvement: Zone Change Application		PERMIT FEES								
Description: Zone change in Conjunction with Final Plat Amendme		Planning Fee		\$	150.00					
		Planning Fee		\$	150.00					
Tenant / Project Name: 2.71 ACRES		Sub Total:		\$	150.00					
Bldg. Address: 100N 2770W		Permit Total:		\$	150.00					
City: Hurricane City State: UT Zip: 84737		Amount Paid:		\$	150.00					
Subdivision: Canyons RV Resort Phase: 1		Remaining Due:		\$	0.00					
Block: Lot #: Multiple Parcel ID #: Multiple										
Zone: MH/RV										
Property Owner: Western Commercial Real Estate										
Permit Contact: Joby Venuti P:(435) 632-5629										
Email: joby@netutah.com										
CONTACT INFORMATION										
Engineer of Record: Brandon Anderson - Rosenberg										
Email: brandona@racivil.com P: (435) 673-8586										
General Contractor: Western CRE										
License #: P: (435) 632-5629										
Address: 3452 Sagebrush Dr										
City: Santa Clara State: UT Zip: 84765										
Email: joby@netutah.com										
APPLICATION DETAILS										
Setbacks		Front:	Rear:	Left:	Right:					
Min.										
Actual:										
APPLICATION NUMBER: PLANZC25-17										
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: Joseph Venuti										
Signature of Applicant/Authorized Agent or Owner: Date:										
Application Approved By: Date:										
Application Issued By: Date:										
Receipt #: 242630435-09/10/25										

11-3-2025

To: Hurricane City

From: Western Commercial Real Estate, PLLC

Re: Zone Change

To whom it may concern:

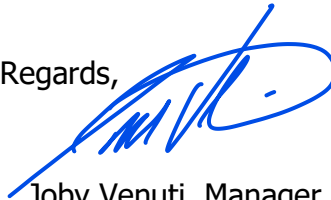
Zone Change Application PLANZC25-17 is being reduced to only the 1.02 acres highlighted on the attached map. The request is to change the zone from MH/RV to General Commercial so that the property can be added to the 5.17 acres of General Commercial it borders on the west.

The original application made on 9-10-2025 was for 2.71 acres. This has been reduced to:

1. Leave all existing public utility easements in place as they are now.
2. Leave all Common areas owned by the Canyons HOA as they are now.

Affidavits from all 3 owners of lots 1-18 have been signed and are included with this application. If the zone change is approved a Partial Plat Amendment for the 1.02 acres (currently platted as lots 1-18) will be submitted to eliminate the lots and add the acreage to the commercial property bordering 2800W and 100N.

Best Regards,



Joby Venuti, Manager
Western CRE, PLLC



STAFF COMMENTS

Agenda Date:	12/11/2025 - Planning Commission
Application Number:	ZC25-17
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Western Commercial Real Estate
Agent:	Joby Venuti
Request:	A Zone Change from MH/RV(PDO) to GC.
Location:	2800 W 100 N
Zoning:	MH/RV (PDO)
General Plan Map:	General Commercial and Single Family
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion: The applicant is seeking a zone change approval to rezone 1.05 acres of property currently within the Canyons RV subdivision from MH/RV (PDO) as part of the Canyons RV development to General Commercial. A public hearing was held on this item on October 9th, 2025. The applicant has lessened the scope of the zone change from that public hearing to only include property west of the undeveloped Black Rock Road. No development plans have been submitted at this time.

Adjacent Land Uses

	Zoning	Adjacent Land Use
North	MH/RV (PDO)	Undeveloped property (proposed Canyon Villas development)
East	MH/RV (PDO)	RV park (Canyons RV)
South	MH/RV (PDO)	RV park (Canyons RV)
West	GC	Undeveloped property

2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*

3. *The extent to which the proposed amendment may adversely affect adjacent property;*
and

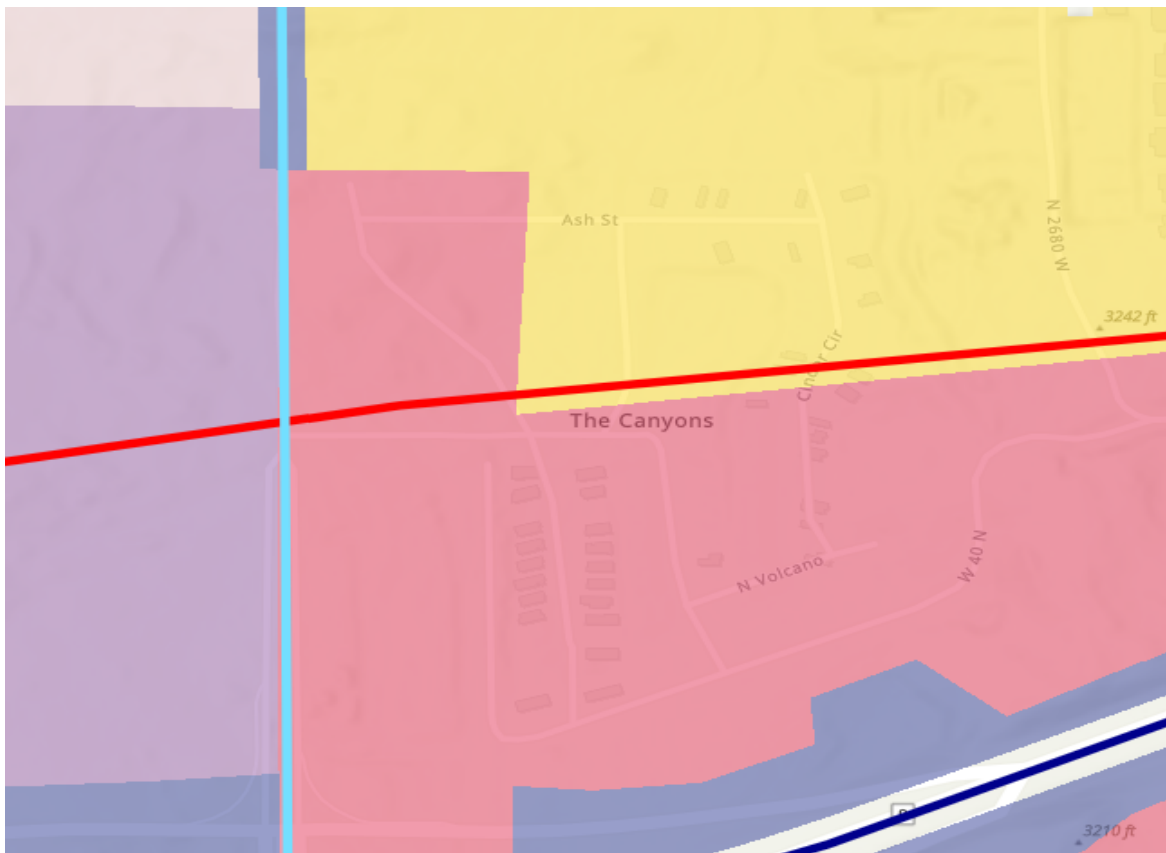
4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: This property is on the boundary of General Commercial and Single Family on the General Plan map, which recommends:

GENERAL COMMERCIAL: Commercial uses that provide retail, employment and service uses for the City. These developments should be located along major corridors.

SINGLE FAMILY: 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 zone change does not strictly comply with the General Plan designation for the property, however it is close to the boundary of the General Commercial designated area. The General Plan supports the development of new commercial areas and local employment centers (page 54).

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

Response: The immediate vicinity is largely undeveloped and is harmonious with the planned development to the southwest and west.

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

Response: The General Commercial zone allows for a wide range of commercial uses so the full effect of the zoning cannot be determined at this time. This property is buffered from existing residential development, so future residential development in this area will need to account for this zoning.

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

Response: Public facilities and services are generally adequate for this development. See JUC comments below

JUC Comments

The following items will need to be addressed:

- 1. Public Works:** How will this property receive utilities and access?
- 2. Sewer:** No comment.
- 3. Water:** Water line needs to be looped.
- 4. Fire:** Approved.
- 5. Engineering:** Engineering supports the zone change: this location is on the boundary of the general commercial designation of Hurricane City's General Plan. Commercial uses can provide desirable products for the neighboring unit dense MH/RV zones. The public road network should be added to for additional access to the area and water looping; the properties can reasonably provide adequate facilities for themselves.
- 6. Streets:** No comment.
- 7. Power:** Existing power through this property will need to be rerouted. Unsure of access into property and out of RV park. Power must be finished to 2800 W line along 100 N and across the street.
- 8. Phone/Cable/Fiber:** No comment.
- 9. GIS:** Okay.
- 10. 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 zone change broadly meets the standards of the General Plan Map and goals depending on site layout.
2. The proposed zone change may be considered generally harmonious with the surrounding development.
3. The proposed amendment is not expected to have an adverse impact.
4. Services are adequate, or to be timely provided, for the area.
5. The proposed zone swap will promote the City's goals of additional commercial space along major corridors and provide needed housing opportunities in a growing area of the City.

Recommendation: The Planning Commission should review the site plan and the zone change based on standards within the Hurricane City Code, and consider public comments received at the public hearing. Staff recommends that the Planning Commission make a recommendation to the City Council to approve the zone change subject to staff and JUC comments.

From: Gary Cupp
Sent: Thursday, October 9, 2025 1:08 PM
To: Public Comment
Subject: FW: Planned Development Overlay Canyons RV

From: Jan Anderson <jpanderson22@gmail.com>
Sent: Thursday, October 9, 2025 12:58 PM
To: Gary Cupp <gary@hurricane.utah.gov>
Subject: Planned Development Overlay Canyons RV

Gary,

As long-term residents of the community since 2009, we respectfully express our opposition to the proposed amendment concerning the General Commercial zoning designation and associated plat changes.

We have serious concerns regarding the potential impacts on neighborhood safety, traffic flow, and the overall character of our residential area. We urge the Planning and Zoning Commission to carefully consider these implications before moving forward with any changes.

We appreciate the Commission's careful consideration of this matter.

Ned & Jan Anderson

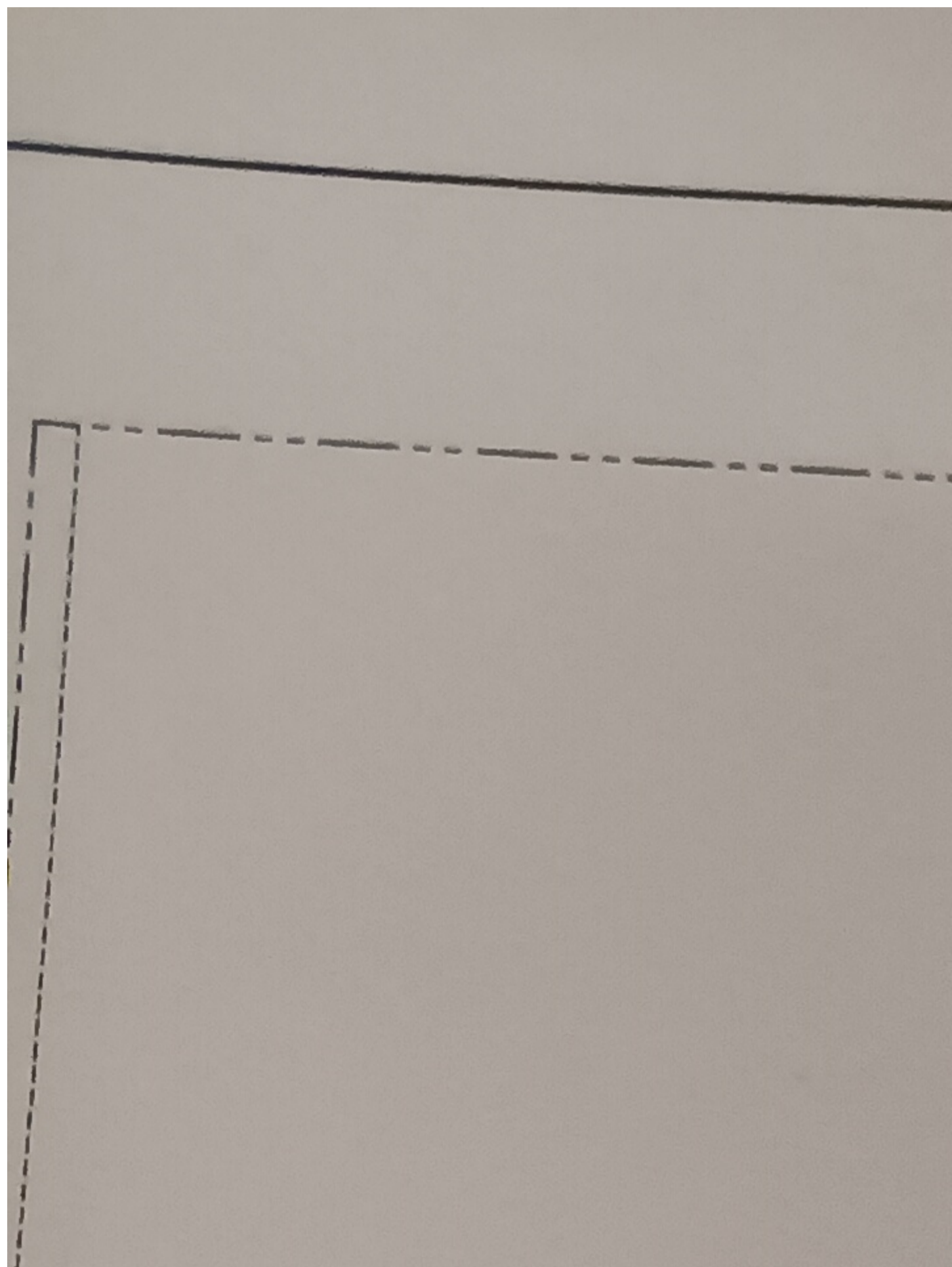
Lot 52

801-824-2100

From: Kristina Williams <chevellestillrunning@yahoo.com>
Sent: Saturday, October 4, 2025 12:40 PM
To: Public Comment; Public Comment
Subject: Fw: Zone change 100 N and Black Rock Rd

Mayor
Nanette Billings

City Manager
Kaden DeMille



Hello,

I am an OTR truck driver, and won't be in town on 10/9/25. I'm against making the property across from my house commercial zone.

I thought we already voted on this months ago, but that is my vote as homeowner of 93 Lava Rd Hurricane.

Thanks,

Kristina Williams

260-920-0088

[Yahoo Mail: Search, Organize, Conquer](#)

----- Forwarded Message -----

From: "Kristina Williams" <chevellestillrunning@yahoo.com>

To: "publiccomment@hurricane.utah.gov" <publiccomment@hurricane.utah.gov>

Sent: Thu, Oct 2, 2025 at 1:07 AM

Subject: Re: Zone change 2800 W 100 N

Hello,

I saw a post on same property claiming another meeting for Zone change again. I haven't received anything in the mail about meeting or voting again. I still don't want it zoned commercial across from my home.

Thanks,

Kristina Williams

93 Lava Rd

Hurricane, UT

[Yahoo Mail: Search, Organize, Conquer](#)

On Mon, Dec 2, 2024 at 11:05 AM, Kristina Williams
<chevellestillrunning@yahoo.com> wrote:

Let me know if this went through this time.

Thanks,

Kristina Williams

[Yahoo Mail: Search, Organize, Conquer](#)

----- Forwarded Message -----

From: "Kristina Williams" <chevellestillrunning@yahoo.com>

To: "publiccomment@cityofhurricane.com" <publiccomment@cityofhurricane.com>

Sent: Sat, Nov 30, 2024 at 1:56 PM

Subject: Zone change 2800 W 100 N

Hello,

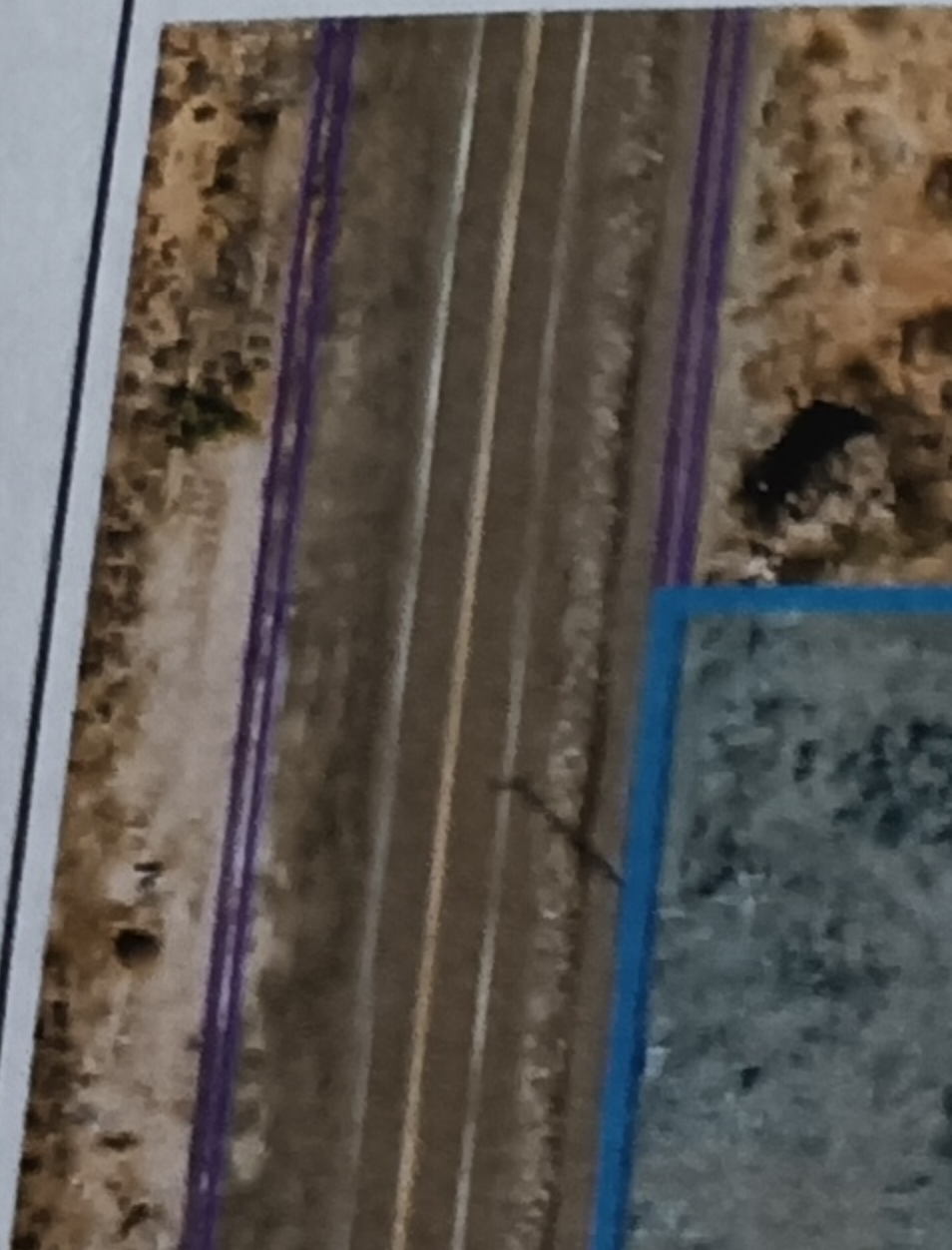
I am the homeowner of lot 93 Lava Rd Hurricane, Utah. I'm writing in my objection to making the change to general commercial to the lots given to me in the letter. I will attach the pictures of letter I was sent.

I'm an OTR truck driver, so it won't be possible to attend the meeting on 12/12.

I don't want commercial business next to my home.

Kristina Williams

260-920-0088



Nanette Billings

City Manager

Kaden DeMille

November 26, 20



[Yahoo Mail: Search, Organize, Conquer](#)

From: mtnbrez 777 <mtnbrez777@yahoo.com>
Sent: Tuesday, October 7, 2025 1:48 PM
To: Public Comment
Subject: Zone change

It's my thought that if the zoning is changed at black rock it is a conflict of canyons Rv resort and the folks that will be living at the rezoned area . It takes alot of revenue from the pockets of people that live I. I. Canyons also. Thank you , Scott Robinson 66 cinder street., Hurricane Ut

[Sent from Yahoo Mail for iPhone](#)

From: Larry Meador <meadorl1976@gmail.com>
Sent: Thursday, October 9, 2025 1:58 PM
To: Public Comment
Subject: Canyons hearing 10-9.

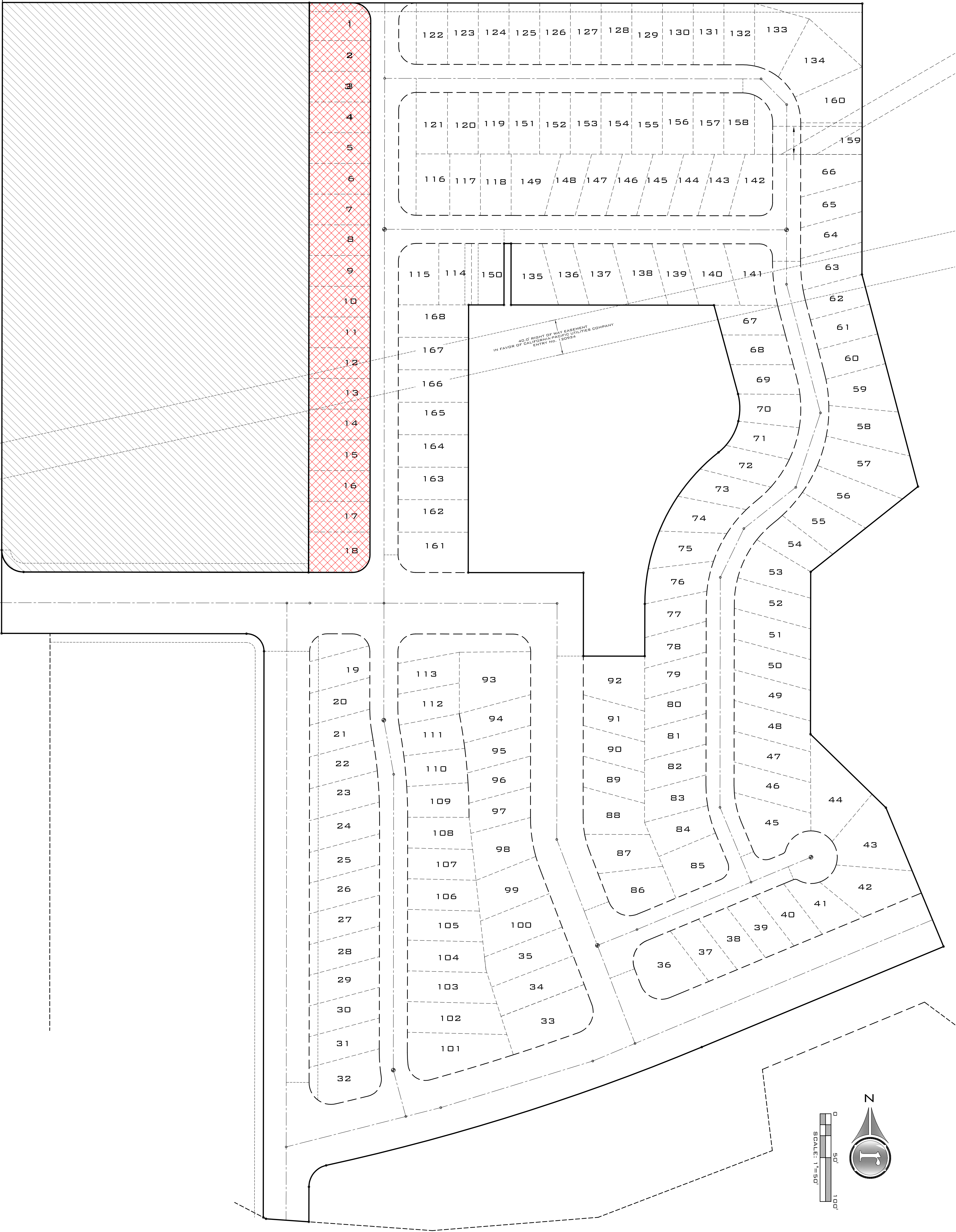
I support the change 100%. As a lot owner on black rock road, I spent thousands of dollars for impact fees and separate water meters. I am aware that over the recent years part of my dues have gone for repairs for water for rest of park. This practice is wrong and unfair. My understanding is that the proposed change separates me from future expenses related to bringing the canyons in compliance with the state water mandate. The second reason I support the change is that in the current CCR's it clearly states that the homeowners association is responsible for improvements such a water hookup and fees. Perhaps I should be paid back for expenses that I spent.

From: C L BATEMAN <craig_and_cindy@msn.com>
Sent: Tuesday, October 7, 2025 1:46 PM
To: Public Comment
Subject: Canyons Rezoning

As long time owners/residents of the Canyons RV, all we can say is "Hell no." Short and sweet answer to this ongoing manipulation.

Craig Caldwell
Cindy Bateman
Lot #69

Sent from my iPhone



ORDINANCE NO ZC25-17

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCELS H-CRV-1-1 THROUGH H-CRV-1-18 FROM MOBILE HOME/RV PARK
(MH/RV) TO 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-CRV-1-1 through H-CRV-1-18 are rezoned from Mobile Home/RV Park
(MH/RV) to General Commercial (GC).

PASSED AND APPROVED on this 18th day of December 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 18th day of December 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

Cindy Beteag

From: karl@pv-eng.com
Sent: Wednesday, December 10, 2025 9:04 AM
To: Kevin Thomas; Clark Fawcett; Drew Ellerman; Joseph Prete; David Hirschi; Nanette Billings
Cc: Kaden DeMille; Dayton Hall; Mike Vercimak; Cindy Beteag; Arthur Lebaron; Michael Johns; Brian Anderson; kyle@pv-eng.com; kolby@pv-eng.com; 'Colt Stratton'; Fred Resch; Gary Cupp; maagelectric@gmail.com; powerdave@infowest.com; lynn.excell@gmail.com
Subject: RE: Hurricane Power Solutions

I have a grammar correction to my first email. Use this one>

Good morning Hurricane City Council/ Mayor & Staff,

I write this email in confidence that it may lead to an open discussion in the next power board & City Council meetings to solve a problem that is going to have an economic impact on Hurricane.

The situation as we all know is the lack of power that there is in 17 square miles of Hurricane on the south side of SR-9. Hurricane has 52 square miles. One-third of the City is impacted by denials that come from staff, commissions & councils when a land use proposal is submitted.

I see this continuing for at least the next 5 years or maybe even longer.

I have full confidence that we can come up with a solution to eliminate the stress this problem is causing.

The staff has worked on this problem continuously and presented solutions, such as developers paying a price per lot for distribution legs, helping obtain easement corridors and so on.

One solution that I would like to present that I feel would be accepted by the developers would be to pay the power impact fee upfront for infrastructure toward substations and power transmission lines.

The current impact fee is \$4,148 per single phase/200 amp service. If a development or a group of developments with 3,000 units pre-paid the \$4,148 impact fee, it would generate \$12,444,000 for the power department capital improvement fund. It would be used to build a substation and transmission lines.

An estimated \$11 to \$13 million would be needed to install a substation and loop transmission lines from 600 north heading south thru Lorin Lowe's west of SR-7 corridor, heading down the north side of 3000 South across SR-7, turning right down the first road east of SR-9, tying into the 2400 West substation, heading north on 2400 West to 3000 South, turning right and going down 3000 South to 1100 West.

Question: Can we raise the money ahead of time so property owners can move forward with their planned projects?

Can some kind of matrix (algorithm) be put in place to guarantee power to these planned developments as they phase through their approved plats? Example: money is collected from the paid power impact fee and development A can begin development of phase 1 (say 100 to 200 lots) while the City is installing transmission lines and substations. Does the existing upgrade the City is doing along 1100 West provide a buffer of power that it can provide power to first phases of projects?

I want to help with solutions as we all try to solve this problem. It will help me and you all sleep better at night knowing we've solved it.

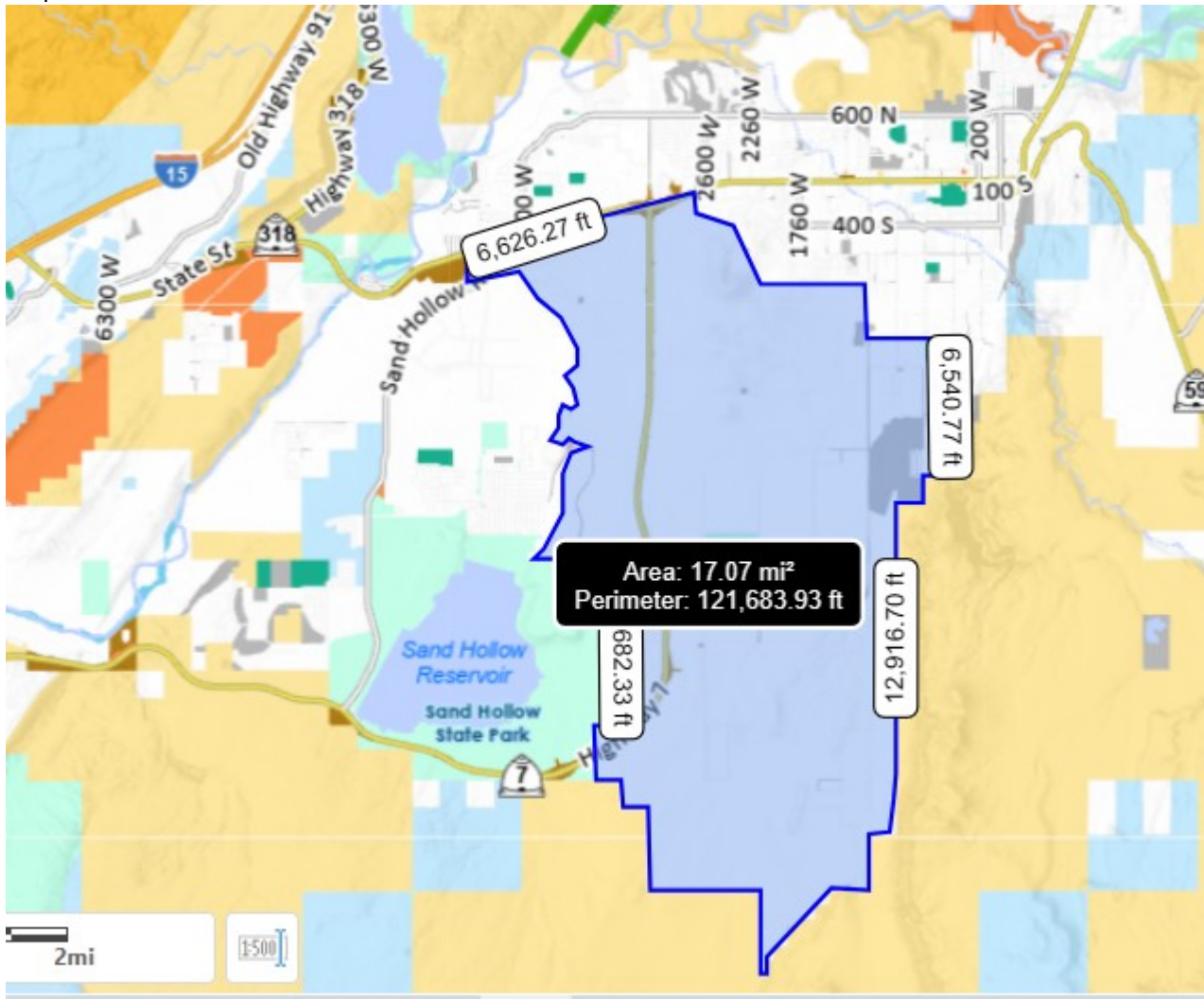
My company, with 10 employees, relies on a viable solution; a prompt solution because the only work we can do today is outside the blue area shown on the map below, or on current projects that were approved before there was a power freeze imposed on this area. I see it impacting the Hospital and commercial area along SR-9 too. It is affecting Provalue Engineering's work and it is surely affecting other companies too. I meet with one of them on the 19th next week and hope to have a solution for them. They have put a halt on their downtown center they

want to build because they won't be able to get preliminary plat approvals. I represent a dozen clients in the area that are at a freeze on their projects too.

In summary here are my questions:

- Can we raise the money ahead of time (have impact fees paid for in advance) so property owners can move forward with their planned projects?
- Can some kind of matrix (algorithm) be put in place to guarantee power to these planned developments as they phase through their approved plats?
- Does the existing upgrade the City is doing along 1100 West provide a buffer of power that it can provide power to first phases of projects?
- Can we place this problem on the Power board and City Council meetings agendas?

Map below:



Sincerely,

Karl Rasmussen, P.E. S.E. M.E.
Provalue Engineering, Inc.





STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-25 amending Title 10, Chapters 7, 11, and 13 regarding development standards for Single Family Residential R1-4 zones; LUCA25-13; Hurricane City, Applicant.

Discussion: Staff was directed by the City Council to amend the recently adopted Single Family Residential R1-4 zone-specific development standards found in Section 10-13-4(A) of the Hurricane City Code. The primary change be to remove the adjacency restriction relating to its proximity to other residential zones:

"R1-4 developments shall not be clustered together or be located adjacent to another R1-4 zone. In addition, a proposed R1-4 zone adjacent to single-family residential zoning shall only be permitted when the adjacent zoning is R1-6 or R1-8; a proposed R1-4 zone is not permitted adjacent to any residential agriculture or agricultural zones."

This restriction has proven to hinder advantageous use of the R1-4 zone. None have been applied for and only one exists in the city so far, and that one was not requested by the applicant but rather was negotiated as a compromise in place of a multifamily zone. The other significant amendment is to increase the minimum lot size to 63 feet instead of 50 feet, which is intended to help avoid a dense looking development. The other proposed updates include allowing front and rear yard setback exceptions for patio covers and one-room bumpouts:

- *"Covered patios may extend into the front and/or rear setback area up to 5 feet; such patio covers cannot be wider than one half the length of the side of the home to which it will be attached."*
- *"A single room may extend into the front and/or rear setback area up to 2 feet to allow greater variety in home designs and to provide more functional floor plans."*
- *"Onstreet parking shall be provided in any R1-4 zone."*

A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission voice overall support of the proposed amendments to the R1-4 zone, but two commissioners had objections to removing the proximity restrictions and recommended that they stay in place. The other commissioners were supportive of removing the restrictions since the city already has discretion to determine the appropriateness of the locations of any R1-4 zones when deciding zone change applications. The Planning Commission voted 5 to 2 to approve the code update. Ralph Ballard voted Nay in objection to removing the proximity restrictions; he also suggested that the home sizes allowed in R1-4 zones be restricted. Kelby Iverson also voted Nay due to objections to removing the proximity restrictions.

Findings:

Recommendation: Staff recommends approval.— Gary Cupp

Agenda Date:	12/11/2025 – Planning Commission
Application Number:	LUCA25-13
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapters 11 and 13 regarding development standards in the Single Family Residential R1-4 Zone.
Recommendation:	Approve
Report Prepared By:	Gary Cupp

Discussion: Staff was directed by the City Council to amend the recently adopted Single Family Residential R1-4 zone-specific development standards found in Section 10-13-4(A) of the Hurricane City Code. The primary change be to remove the adjacency restriction relating to its proximity to other residential zones:

~~“R1-4 developments shall not be clustered together or be located adjacent to another R1-4 zone. In addition, a proposed R1-4 zone adjacent to single-family residential zoning shall only be permitted when the adjacent zoning is R1-6 or R1-8; a proposed R1-4 zone is not permitted adjacent to any residential agriculture or agricultural zones.”~~

This restriction has proven to hinder advantageous use of the R1-4 zone. None have been applied for and only one exists in the city so far, and that one was not requested by the applicant but rather was negotiated as a compromise in place of a multifamily zone. The other significant amendment is to increase the minimum lot size to 63 feet instead of 50 feet, which is intended to help avoid a dense looking development. The other proposed updates include allowing front and rear yard setback exceptions for patio covers and one-room bumpouts:

- “Covered patios may extend into the front and/or rear setback area up to 5 feet; such patio covers cannot be wider than one half the length of the side of the home to which it will be attached.”*
- “A single room may extend into the front and/or rear setback area up to 2 feet to allow greater variety in home designs and to provide more functional floor plans.”*

Recommendation:

Staff requests that the Planning Commission send a recommendation of approval of the proposed land use code amendment to the City Council.

Sec. 10-13-4. Development standards.

Development standards within residential zones shall be as set forth in table 10-13-2 of this section.

TABLE 10-13-2
DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES

Development standard	Zones							
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1 ¹	RM-2	RM-3
Lot standards:								
Average lot area ²	15,000 sq. ft.	10,000 sq. ft.	8,000 sq. ft.	6,000 sq. ft.	4,000 sq. ft.	n/a	n/a	n/a
Minimum lot area or acreage	12,000 sq. ft.	8,000 sq. ft.	6,400 sq. ft.	4,800 sq. ft.	3,900 sq. ft.	10,000 sq. ft.	1 acre (see note 10)	1 acre (see note 10)
Minimum lot width and/or project frontage	90 ft.	80 ft.	70 ft.	60 ft.	50-63 ft.	80 ft. project	100 ft. project	200 ft. project
Maximum density per acre	n/a	n/a	n/a	n/a	n/a	6 units/lots	10 units/lots	15 units/lots
Building standards:								
Maximum height, main building ³	35 ft.	35 ft.	35 ft.	35 ft.	30 ft.	35 ft.	35 ft.	35 ft.
Maximum height, accessory building ⁴	16 ft.	16 ft.	16 ft.	16 ft.	n/a	20 ft.	20 ft.	20 ft.
Maximum size, accessory building	1,200 sq. ft.	1,200 sq. ft.	500 sq. ft.	500 sq. ft.	n/a	1,000 sq. ft.	1,000 sq. ft.	500 sq. ft.
Building coverage: see subsection 10-37-12I of this title	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot
Distance between buildings	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	20 ft.	20 ft.	20 ft.
Setback standards—Front yard:								

Any building ⁵	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.	Living area 20' Garage 22'	Living area 20' Garage 22'	Living area 20' Garage 22'
Setback standards—Rear yard:								
Main building	20 ft.	20 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Accessory building, including private garage ⁶	See note 9	See note 9	See note 9	See note 9	n/a	See note 9	See note 9	See note 9
Setback standards—Interior side yard:								
Main building	10 ft.	10 ft.	10 ft.	8 ft.	See note 11	10 ft.	10 ft.	10 ft.
Accessory building, including private garage	See note 6	See note 6	See note 6	See note 6	n/a	See note 6	See note 6	See note 6
Setback standards—Street side yard:								
Main building ⁷	20 ft.	20 ft.	20 ft.	20 ft.	15 ft.	20 ft.	20 ft.	20 ft.
Accessory building	See note 6	See note 6	See note 6	See note 6	n/a	See note 6	See note 6	See note 6
Pool location and setbacks ⁸	3 ft.	3 ft.	3 ft.	3 ft.	n/a	3 ft.	3 ft.	3 ft.

Notes:

1. Duplex only permitted on first 10,000 square feet. Any additional units must meet density per acre standards.
2. "Average size" means the total acreage devoted to lots divided by the number of lots. Net density definition shall apply.
3. Except as otherwise permitted by subsection 10-13-7C of this chapter.
4. Except as otherwise permitted by subsection 10-13-7B of this chapter.
5. Except as modified by the provisions of subsection 10-37-12F, setback measurement, of this title.
6. If located at least ten feet from main building, two feet. Otherwise, same as for main building.
7. When this side setback is required, rear setback may be reduced to ten feet.
8. Pools must be located behind front yard setbacks. Setback is measured from rear and side property lines. Pools may require special engineering. A closer property line setback may be approved by the building official if engineering ensures structural integrity for any adjoining buildings or walls as well as the pool.
9. If located at least ten feet from main building, ten feet. Otherwise, same as for main building. No accessory building shall be built within a public utility easement.
10. Minimum area shall not be required in downtown area as listed within the general plan map to allow for infill and redevelopment of the downtown area in order to accomplish goals within the City's general plan and supporting master plans.

A. *R1-4 specific zoning and development standards.*

1. ~~R1-4 developments shall not be clustered together or be located adjacent to another R1-4 zone. In addition, a proposed R1-4 zone adjacent to single-family residential zoning shall only be permitted when the adjacent zoning is R1-6 or R1-8; a proposed R1-4 zone is not permitted adjacent to any residential agriculture or agricultural zones.~~ Areas zoned R1-4 shall be distributed evenly throughout the City in an orderly, harmonious, and functionally efficient manner.
2. No R1-4 zoned development or subdivision shall exceed ten acres.
3. No building shall exceed two stories.
4. Each lot shall have a minimum width of 18 feet of concrete driveway.
5. The maximum lot size is 6,000 square feet.
6. The maximum footprint of the main building is 1,500 square feet.
7. No accessory buildings or accessory dwellings units are permitted.
8. A development agreement between the City and the applicant may be required by the City Council as part of the Council's legislative action to add R1-4 zoning to the City's zoning map.
9. Side yards shall be 5 feet on one side and minimum 10 feet on the other side.
10. Covered patios may extend into the front and/or rear setback area up to 5 feet; such patio covers cannot be wider than one half the length of the side of the home to which it will be attached.
11. A single room may extend into the front and/or rear setback area up to 2 feet to allow greater variety in home designs and to provide more functional floor plans.
12. Onstreet parking shall be provided in any R1-4 zone.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2004-15, 6-17-2004; Ord. 2005-6, 2-17-2005; Ord. 2017-14, 8-17-2017; Ord. 2018-14, 12-20-2018; Ord. 2019-02, 3-7-2019; Ord. No. 2020-12, 3-5-2020; Ord. 2020-18, 9-3-2020; Ord. No. 2021-05, 6-3-2021; Ord. No. 2024-07, 1-2-2025)

Sec. 10-11-2. Zone purposes.

In addition to the general purposes of this title as set forth in section 10-1-3 of this title, the various zones each serve more specific purposes as set forth below:

- A. *Agricultural zones.* Agricultural zones preserve and protect agricultural lands and related activities, permit activities normally and necessarily related to agricultural production, and prohibit land uses that may undermine continued agricultural activity.
 - B. *Residential agriculture zones.* Residential agriculture zones allow a mix of agricultural and residential uses on large lots. Limited agriculture activities, the keeping of limited numbers of animals, and the enjoyment of a "gentleman farmer" type neighborhood are the purpose of these zones.
 - 1. The purpose of the RA-1 and RA-.5 zones is to foster very low and low density development with little impact on its surroundings and municipal services; to preserve the character of the City's semirural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of farm animals and fowl. The predominant use in these zones is intended to be large lot neighborhoods with detached single-family dwellings, protected from encroachment by commercial and industrial uses. Other major uses in these zones are small farms, hobby farms, and agricultural developments. Ancillary uses include churches, schools, and parks to serve neighborhood areas.
 - C. *Residential zones.* Residential zones allow a wide range of residential land uses at various densities. These zones protect the stability of neighborhoods and encourage, collectively, diverse types of desirable new residential development and protect existing residential uses.
 - 1. The purpose of the R1-15, R1-10, R1-8, R1-6, and R1-4 R1-6 zones is to permit development of detached single-family homes on individual lots at medium to high densities. Ancillary uses include churches, schools, and parks to serve neighborhood areas.
 - 2. The purpose of the RM-1, RM-2, and RM-32 zones is to permit well designed apartments, townhomes, twin homes, and condominiums at medium to high density that are appropriately buffered from and compatible with surrounding land uses. Ancillary uses include churches, schools, and parks to serve neighborhood areas.
 - 3. The purpose of the MH/RV zone is to provide locations where neighborhoods consisting of manufactured/mobile homes and recreational vehicle parks and subdivisions may be created, maintained, and preserved. Ancillary uses include churches, schools, and parks to serve neighborhood areas.
 - D. *Commercial zones.* Commercial zones provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses vital to the economic base of the City.
 - 1. The purpose of the NC zone is to provide areas where convenience buying outlets, having small trade areas, may be established to serve surrounding residential neighborhoods. This zone is intended to promote a combination of retail and service facilities that meet day-to-day needs of nearby residents and which are compatible in character and scale with adjacent development.
 - 2. The purpose of the GC zone is to accommodate a wide range of commercial uses developed without an overall plan or design scheme. Use of the GC zone for new commercial development should be avoided unless integrated shopping center development in another zone is not practical or desirable because of difficult size, shape, topography, or similar problems related to land otherwise deemed appropriate for commercial use. Typical uses in this zone may include offices, retail stores, personal services, heavy commercial, and institutional uses.
-

-
3. The purpose of the HC zone is to provide commercial areas with visibility and access from Interstate 15 and major arterial roads for the convenience of commuters and the traveling public. Typical uses include lodging facilities, personal services, travel plazas, restaurants and fast food facilities, and commuter parking.
 4. The purpose of the PC zone is to provide areas of mixed use developments where a combination of destination-oriented business, retail commercial, entertainment, high density housing, and related uses may be established, maintained, and protected to serve both residents and nonresidents of the City. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.
 5. The purpose of the POC zone is to provide walkable commercial areas which are generally oriented toward local residents rather than out-of-town patrons. Uses typical of this zone include planned retail and office development and limited medium to high density residential uses that can be harmoniously mixed with commercial development.
- E. *Business and industrial zones.* Business and industrial zones provide areas for conducting business, manufacturing and industrial activities.
1. The purpose of the BMP zone is to provide aesthetically attractive planned developments having a mix of office, research and development, light manufacturing, and limited retail uses. Typical uses in this zone include offices, clean indoor manufacturing facilities, service retail, restaurants, athletic clubs, personal service shops, medical offices, office/warehouse buildings, and research facilities.
 2. The purpose of the PO zone is to provide locations primarily along arterial or major collector streets which will accommodate offices or laboratories for professional persons and other related uses. The zone is intended to provide availability of professional services conveniently to all neighborhoods in the City. Typical uses in this zone include offices for doctors, dentists, accountants, and other similar professions, medical and dental laboratories, and pharmacies.
 3. The purpose of the M-1 zone is to provide areas for uses involving processing and assembly of manufactured goods, warehousing, and material storage. Uses which generate excessive noise, vibration, odor, dust, and fumes are excluded from this zone.
 4. The purpose of the M-2 zone is to provide areas where uses involving industrial processes and natural resource extraction may be permitted without negatively impacting other areas of the City, especially when undertaken on a large scale.
- F. *Open space and public facility zones.* Open space and public facility zones allow public or quasi-public uses.
1. The purpose of the OS zone is to recognize on the official zoning map areas which are open and generally undevelopable due to government ownership, their sensitive environmental nature and/or the unavailability of adequate public facilities, such as conservation areas and national park land.
 2. The purpose of the PF zone is to provide areas for facilities owned by public and quasi-public entities and which utilize relatively large areas of land. This zone is intended to provide immediate recognition of such areas on the official zoning map. Typical uses in this zone are cemeteries, government services, hospitals, open air theaters, public parks, public schools, and public utility facilities.
- G. *Special purpose and overlay zones.* Special purpose zones are intended to accomplish objectives unique to the particular zone. Overlay zones implement supplemental regulations that apply geographically,
-

regardless of the underlying base zone. Whenever the regulations of a base zone and an overlay zone conflict, overlay zone regulations apply.

1. The purpose of the APO zone is to protect and preserve existing agricultural areas from encroachment of development and to allow ongoing agricultural operations to continue without unreasonable regulations, except for those needed to protect public health and safety.
2. The purpose of the HDO zone is to implement regulations designed to promote the preservation of structures and sites having historical, cultural, or architectural significance, and to foster economic development consistent with historic preservation plans adopted by the City.
3. The purpose of the PDO zone is to permit a compatible, master planned mix of various uses in combination with open space components on land that has unique or unusual characteristics that warrant customized development requirements. Although development size may vary from location to location, each development is intended to consist of well designed, architecturally integrated structures which are appropriately landscaped and buffered from surrounding land uses.
4. The SLO zone provides regulations to protect sensitive land areas such as hillsides, floodplains, and river parkway areas.
5. The RPZ zone provides regulations to promote and protect the City airport.
6. The recreation resort zone is established to designate certain areas within the City where it is desirable and beneficial to the area economy to allow for a mix of limited commercial, public, and residential uses. Specifically, to authorize recreation and resort developments in which residential dwelling units may be occupied by the owners thereof on a full or part time basis, to authorize the rental of residential units on an overnight or short term basis by owners who reside elsewhere; and to authorize limited commercial and public uses that are incidental to and compatible with resort developments.
7. The general purpose of the extraction industries overlay zone is to provide for the operation of extraction industries in the City, while regulating the operation of such industrial uses particularly on properties in close proximity to residential districts and to provide regulatory standards and procedures to ensure the reclamation of the extraction industry sites upon completion of the extraction processes.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2004-9, 4-1-2004; Ord. 2004-15, 6-17-2004; Ord. 2008-10, 6-5-2008; Ord. 2009-04, 3-19-2009; Ord. 2009-15A, 11-5-2009; Ord. 2013-02, 3-21-2013; Ord. No. 2022-12, 5-5-2022; Ord. No. 2024-17, 12-19-2024; Ord. No. 2024-07, 1-2-2025; Ord. No. 2025-05, 4-3-2025)

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTERS 11 AND 13 TO AMEND THE DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL R1-4 ZONES.

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapters 11 and 13 of the Hurricane City Code governing Single Family Residential R1-4 zones; and

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

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Section 10-11-2(C) of the Hurricane City Code is amended to read as follows:

- C. *Residential zones.* Residential zones allow a wide range of residential land uses at various densities. These zones protect the stability of neighborhoods and encourage, collectively, diverse types of desirable new residential development and protect existing residential uses.
1. The purpose of the R1-15, R1-10, R1-8, R1-6, and R1-4 zones is to permit development of detached single-family homes on individual lots at medium to high densities. Ancillary uses include churches, schools, and parks to serve neighborhood areas.
 2. The purpose of the RM-1, RM-2, and RM-3 zones is to permit well designed apartments, townhomes, twin homes, and condominiums at medium to high density that are appropriately buffered from and compatible with surrounding land uses. Ancillary uses include churches, schools, and parks to serve neighborhood areas.
 3. The purpose of the MH/RV zone is to provide locations where neighborhoods consisting of manufactured/mobile homes and recreational vehicle parks and subdivisions may be created, maintained, and preserved. Ancillary uses include churches, schools, and parks to serve neighborhood areas.

BE IT HEREBY FURTHER ORDAINED by the City Council of Hurricane, Utah that Section 10-13-4 of the Hurricane City Code is amended to read as follows:

Sec. 10-13-4. Development standards.

Development standards within residential zones shall be as set forth in table 10-13-2 of this section.

TABLE 10-13-2
DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES

Development standard	ZONES							
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1 ¹	RM-2	RM-3
Lot standards:								
Average lot area ²	15,000 sq. ft.	10,000 sq. ft.	8,000 sq. ft.	6,000 sq. ft.	4,000 sq. ft.	n/a	n/a	n/a
Minimum lot area or acreage	12,000 sq. ft.	8,000 sq. ft.	6,400 sq. ft.	4,800 sq. ft.	3,900 sq. ft.	10,000 sq. ft.	1 acre (see note 10)	1 acre (see note 10)
Minimum lot width and/or project frontage	90 ft.	80 ft.	70 ft.	60 ft.	63 ft.	80 ft. project	100 ft. project	200 ft. project
Maximum density per acre	n/a	n/a	n/a	n/a	n/a	6 units/lots	10 units/lots	15 units/lots
Building standards:								
Maximum height, main building ³	35 ft.	35 ft.	35 ft.	35 ft.	30 ft.	35 ft.	35 ft.	35 ft.
Maximum height, accessory building ⁴	16 ft.	16 ft.	16 ft.	16 ft.	n/a	20 ft.	20 ft.	20 ft.
Maximum size, accessory building	1,200 sq. ft.	1,200 sq. ft.	500 sq. ft.	500 sq. ft.	n/a	1,000 sq. ft.	1,000 sq. ft.	500 sq. ft.
Building coverage: see subsection 10-37-12I of this title	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot	50% of lot
Distance between buildings	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	20 ft.	20 ft.	20 ft.
Setback standards—front yard:								
Any building ⁵	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.	Living area 20' Garage 22'	Living area 20' Garage 22'	Living area 20' Garage 22'
Setback standards—rear yard:								
Main building	20 ft.	20 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Accessory building, including private garage ⁶	See note 9	See note 9	See note 9	See note 9	n/a	See note 9	See note 9	See note 9
Setback standards—interior side yard:								
Main building	10 ft.	10 ft.	10 ft.	8 ft.	See note 11.	10 ft.	10 ft.	10 ft.
Accessory building, including private garage	See note 6	See note 6	See note 6	See note 6	n/a	See note 6	See note 6	See note 6
Setback standards—street side yard:								
Main building ⁷	20 ft.	20 ft.	20 ft.	20 ft.	15 ft.	20 ft.	20 ft.	20 ft.
Accessory building	See note 6	See note 6	See note 6	See note 6	n/a	See note 6	See note 6	See note 6

Pool location and setbacks ⁸	3 ft.	3 ft.	3 ft.	3 ft.	n/a	3 ft.	3 ft.	3 ft.
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Notes:

1. Duplex only permitted on first 10,000 square feet. Any additional units must meet density per acre standards.
2. "Average size" means the total acreage devoted to lots divided by the number of lots. Net density definition shall apply.
3. Except as otherwise permitted by subsection 10-13-7C of this chapter.
4. Except as otherwise permitted by subsection 10-13-7B of this chapter.
5. Except as modified by the provisions of subsection 10-37-12F, setback measurement, of this title.
6. If located at least ten feet from main building, two feet. Otherwise, same as for main building.
7. When this side setback is required, rear setback may be reduced to ten feet.
8. Pools must be located behind front yard setbacks. Setback is measured from rear and side property lines. Pools may require special engineering. A closer property line setback may be approved by the building official if engineering ensures structural integrity for any adjoining buildings or walls as well as the pool.
9. If located at least ten feet from main building, ten feet. Otherwise, same as for main building. No accessory building shall be built within a public utility easement.
10. Minimum area shall not be required in downtown area as listed within the general plan map to allow for infill and redevelopment of the downtown area in order to accomplish goals within the City's general plan and supporting master plans.

A. *R1-4 specific zoning and development standards.*

1. Areas zoned R1-4 shall be distributed evenly throughout the City in an orderly, harmonious, and functionally efficient manner.
2. No R1-4 zoned development or subdivision shall exceed 10 acres.
3. No building shall exceed two stories.
4. Each lot shall have a minimum width of 18 feet of concrete driveway.
5. The maximum lot size is 6,000 square feet.
6. The maximum footprint of the main building is 1,500 square feet.
7. No accessory buildings or accessory dwellings units are permitted.
8. A development agreement between the City and the applicant may be required by the City Council as part of the Council's legislative action to add R1-4 zoning to the City's zoning map.
9. Side yards shall be 5 feet on one side and minimum 10 feet on the other side.
10. Covered patios may extend into the front and/or rear setback area up to 5 feet; such patio covers cannot be wider than one half the length of the side of the home to which it will be attached.

11. A single room may extend into the front and/or rear setback area up to 2 feet to allow greater variety in home designs and to provide more functional floor plans.
12. Onstreet parking shall be provided in any R1-4 zone.

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

1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
3. This Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 18th day, December 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 18th day of December 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder



STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-26 amending Title 10 Chapter 6 Section 5 Subsection B.4 regarding compensation for the Appeals Board; LUCA25-14.

Discussion: The Appeals Board currently receives compensation based on a contract approved by the City Council. This code update is to establish their compensation by way of a fee instead of a contract that needs periodic renewal by the City Council. The code will also be updated to provide a complete list of the duties and responsibilities of the Appeals Board. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission voted unanimously to approve the code amendment.

Findings:

Recommendation: Staff recommends approval.— Gary Cupp

Sec. 10-6-5. Appeals Board.

- A. *Established.* In order to provide for just and fair treatment in the administration of this title, and to ensure that substantial justice is done, an Appeals Board is hereby established to exercise the powers and duties specified herein. The Appeals Board shall consist of three members.
- B. *Qualifications, appointment, and compensation.*
 - 1. Appeals Board members shall consist of:
 - a. One member professionally trained in land use, law, or public administration;
 - b. One member who is not a City resident; and
 - c. One member who is a City business owner.
 - 2. No member of the Appeals Board shall be a member of the City Council, the Planning Commission, or City staff.
 - 3. Appeals Board members shall be appointed by the Mayor with the advice and consent of the City Council.
 - 4. Appeals Board members shall be compensated according to a fee established in accordance with a contract approved by the City Council.
- C. *Standards of actions.*
 - 1. The Appeals Board shall:
 - a. Act in a quasi-judicial manner; and
 - b. Serve as the final arbiter of issues involving the interpretation or application of land use ordinances.
- D. *Powers and duties.*
 - 1. The Appeals Board is hereby designated as the Land Use Authority to hear and decide the following matters:
 - a. Applications for a determination of special exceptions, as provided in section 10-7-11 of this title;
 - b. Applications for a variance from the terms of this title, as provided in section 10-7-12 of this title;
 - c. Applications to determine the existence, expansion or modification of a nonconforming use or noncomplying structure, as provided in section 10-7-14 of this title.
 - 2. The Appeals Board is hereby designated as the Appeal Authority to hear and decide the following matters:
 - a. Appeals from Planning Commission decisions regarding conditional use permits, as provided in section 10-7-9 of this title;
 - b. Appeals from administrative decisions by the Zoning Administrator applying the provisions of this title.
 - c. Appeals from administrative decisions of the Land Use Authority regarding a land use permit or a land use application.
 - d. Appeals from land use decisions applying land use ordinances.
 - e. Appeals from administrative decisions of the City Building Official regarding the building codes and standards.
 - f. Appeals from a fee charged in accordance with Utah Code section 10-20-904, as amended.

- E. *Appeals.* Appeals to the Appeals Board shall be filed in writing with the City Recorder within 14 days from the date of the decision or action appealed and shall state the grounds for the appeal. The officer or department from whom the appeal is taken shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.
- F. *Notice of hearing.* The Appeals Board shall fix a reasonable time for the hearing of each appeal, give public notice thereof and due notice to the parties in interest as provided in section 10-7-4 of this title.
- G. *Decisions of the board.* At the hearing of any matter the parties affected may appear in person with or without an attorney. The Appeals Board shall decide all appeals and other issues brought before it within a reasonable time.
- H. *Stay of proceedings.* An appeal to the Appeals Board shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board that by reason of the facts stated in the appeal, a stay would in his or her opinion, cause immediate peril to life or property. In such case, proceedings shall not be stayed except by a restraining order granted by the Appeals Board or by the District Court upon application, notice, and due cause shown.
- I. *Restrictions on scope of appeal.*
 - 1. Only land use decisions applying the land use ordinance to a particular application, person, or parcel may be appealed to the Appeals Board.
 - 2. The Appeals Board may not consider any land use ordinance amendments.
 - 3. Appeals may not be used to waive or modify the terms or requirements of the land use ordinance.
- J. *Burden of proof.* The person or entity making the appeal has the burden of proving that an error has been made. Every appeal shall refer to the specific provisions of the ordinance involved and shall exactly set forth the error that is claimed. The appealing party is required to present to the Appeal Authority every theory of relief that it could raise in district court.
- K. *Standards.* In reviewing an action or decision from which an appeal has been taken, the Appeal Authority shall apply the appropriate standards, requirements or criteria as specified within this title and state law for such action or decision, and accordingly shall review the action or decision only to determine if an error was made in applying the land use ordinance.
- L. *Stay of action.* An appeal stays all proceedings in furtherance of the action appealed from unless the City Council finds and certifies to the Appeal Authority that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order issued by the district court.
- M. *Administrative powers on appeal.* In his/her decision, the Appeal Authority may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed. At the public meeting, the Appeal Authority may continue consideration to a later date. If consideration of the appeal is adjourned, within 35 days following the closing of the public meeting on an appeal, the Appeal Authority shall act on the appeal at a public meeting held in conformance with Utah Code Annotated title 52, chapter 4, open and public meetings.
- N. *Decision and findings.* The Appeal Authority's decision takes effect on the date his or her written decision is issued. The decision of the Appeal Authority regarding the appeal shall contain a full record of the findings of the body in the particular case. The Appeal Authority's decision constitutes a final, appealable decision.
- O. *District court review of Appeal Authority decision.* No decision of an official or administrative body of the City administering or interpreting the land use ordinance may be appealed directly to the district court. Before petitioning for district court review, a person must exhaust all administrative remedies by appealing to the Appeals Board in accordance with this section and receiving a final decision issued by the Appeals Board. Any person adversely affected by any decision of the Appeals Board, including the City Council, may file a petition for review of the decision with the district court within 30 days of the Appeals Board's final decision. The

right to file a petition for review of the Appeals Board's decision is lost if the petition is not filed within 30 days of the decision.

1. In the petition, the plaintiff may allege only that the Appeals Board's decision was not supported by substantial evidence or was arbitrary, capricious or illegal. The court shall review the decision of the Appeals Board pursuant to the standards found in Utah Code Annotated section 10-9a-801(3).
 2. The Appeals Board shall transmit to the reviewing court the record of its proceedings, including its minutes, findings, orders and if available, a true and correct transcript of its proceedings. If the proceeding was recorded, a transcript of that recording is a true and correct transcript for purposes of this subsection.
 3. The filing of a petition does not stay the decision of the Appeals Board. However, before filing the petition, the aggrieved party may petition the Appeals Board to stay its decision. Upon receipt of a petition to stay, the Appeals Board may order its decision stayed pending district court review if the Appeals Board finds it to be in the best interest of the municipality.
 4. After the petition is filed the petitioner may seek an injunction staying the Appeals Board's decision.
 5. The petitioner may not present any information, evidence, or theory of relief that was not presented to the Appeals Board.
- P. *Appeals from the board.* Any person aggrieved by a final decision of the Appeals Board may appeal such decision to district court, provided that the petition for such relief is presented to the court within 30 days from the date of the decision of the Appeals Board.



STAFF COMMENTS

Agenda Date:	12/11/2025 – Planning Commission
Application Number:	LUCA25-14
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 6, Section 10-6-5 regarding compensation for the Appeals Board.
Recommendation:	Approve
Report Prepared By:	Gary Cupp

Discussion: The Appeals Board currently receives compensation based on a contract approved by the City Council. This code update is to establish their compensation by way of a fee instead of a contract that needs periodic renewal by the City Council. The code will also be updated to provide a complete list of the duties and responsibilities of the Appeals Board, as shown in the attached redlined ordinance section.

Recommendation:

Staff requests that the Planning Commission send a recommendation of approval of the proposed land use code amendment to the City Council.

Sec. 10-6-5. Appeals Board.

- A. *Established.* In order to provide for just and fair treatment in the administration of this title, and to ensure that substantial justice is done, an Appeals Board is hereby established to exercise the powers and duties specified herein. The Appeals Board shall consist of three members.
- B. *Qualifications, appointment, and compensation.*
1. Appeals Board members shall consist of:
 - a. One member professionally trained in land use, law, or public administration;
 - b. One member who is not a City resident; and
 - c. One member who is a City business owner.
 2. No member of the Appeals Board shall be a member of the City Council, the Planning Commission, or City staff.
 3. Appeals Board members shall be appointed by the Mayor with the advice and consent of the City Council.
 4. Appeals Board members shall be compensated according to a fee established in accordance with a contract approved by the City Council.
- C. *Standards of actions.*
1. The Appeals Board shall:
 - a. Act in a quasi-judicial manner; and
 - b. Serve as the final arbiter of issues involving the interpretation or application of land use ordinances.
- D. *Powers and duties.*
1. The Appeals Board is hereby designated as the Land Use Authority to hear and decide the following matters:
 - a. Applications for a determination of special exceptions, as provided in section 10-7-11 of this title;
 - b. Applications for a variance from the terms of this title, as provided in section 10-7-12 of this title;
 - c. Applications to determine the existence, expansion or modification of a nonconforming use or noncomplying structure, as provided in section 10-7-14 of this title.
 2. The Appeals Board is hereby designated as the Appeal Authority to hear and decide the following matters:
 - a. Appeals from Planning Commission decisions regarding conditional use permits, as provided in section 10-7-9 of this title;
 - b. Appeals from administrative decisions by the Zoning Administrator applying the provisions of this title.
 - c. Appeals from administrative decisions of the Land Use Authority regarding a land use permit or a land use application.
 - d. Appeals from land use decisions applying land use ordinances.
 - e. Appeals from administrative decisions of the City Building Official regarding the building codes and standards.
 - f. Appeals from a fee charged in accordance with Utah Code section 10-20-904, as amended.

- E. *Appeals.* Appeals to the Appeals Board shall be filed in writing with the City Recorder within 14 days from the date of the decision or action appealed and shall state the grounds for the appeal. The officer or department from whom the appeal is taken shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.
- F. *Notice of hearing.* The Appeals Board shall fix a reasonable time for the hearing of each appeal, give public notice thereof and due notice to the parties in interest as provided in section 10-7-4 of this title.
- G. *Decisions of the board.* At the hearing of any matter the parties affected may appear in person with or without an attorney. The Appeals Board shall decide all appeals and other issues brought before it within a reasonable time.
- H. *Stay of proceedings.* An appeal to the Appeals Board shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board that by reason of the facts stated in the appeal, a stay would in his or her opinion, cause immediate peril to life or property. In such case, proceedings shall not be stayed except by a restraining order granted by the Appeals Board or by the District Court upon application, notice, and due cause shown.
- I. *Restrictions on scope of appeal.*
 - 1. Only land use decisions applying the land use ordinance to a particular application, person, or parcel may be appealed to the Appeals Board.
 - 2. The Appeals Board may not consider any land use ordinance amendments.
 - 3. Appeals may not be used to waive or modify the terms or requirements of the land use ordinance.
- J. *Burden of proof.* The person or entity making the appeal has the burden of proving that an error has been made. Every appeal shall refer to the specific provisions of the ordinance involved and shall exactly set forth the error that is claimed. The appealing party is required to present to the Appeal Authority every theory of relief that it could raise in district court.
- K. *Standards.* In reviewing an action or decision from which an appeal has been taken, the Appeal Authority shall apply the appropriate standards, requirements or criteria as specified within this title and state law for such action or decision, and accordingly shall review the action or decision only to determine if an error was made in applying the land use ordinance.
- L. *Stay of action.* An appeal stays all proceedings in furtherance of the action appealed from unless the City Council finds and certifies to the Appeal Authority that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order issued by the district court.
- M. *Administrative powers on appeal.* In his/her decision, the Appeal Authority may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed. At the public meeting, the Appeal Authority may continue consideration to a later date. If consideration of the appeal is adjourned, within 35 days following the closing of the public meeting on an appeal, the Appeal Authority shall act on the appeal at a public meeting held in conformance with Utah Code Annotated title 52, chapter 4, open and public meetings.
- N. *Decision and findings.* The Appeal Authority's decision takes effect on the date his or her written decision is issued. The decision of the Appeal Authority regarding the appeal shall contain a full record of the findings of the body in the particular case. The Appeal Authority's decision constitutes a final, appealable decision.
- O. *District court review of Appeal Authority decision.* No decision of an official or administrative body of the City administering or interpreting the land use ordinance may be appealed directly to the district court. Before petitioning for district court review, a person must exhaust all administrative remedies by appealing to the Appeals Board in accordance with this section and receiving a final decision issued by the Appeals Board. Any person adversely affected by any decision of the Appeals Board, including the City Council, may file a petition for review of the decision with the district court within 30 days of the Appeals Board's final decision. The

right to file a petition for review of the Appeals Board's decision is lost if the petition is not filed within 30 days of the decision.

1. In the petition, the plaintiff may allege only that the Appeals Board's decision was not supported by substantial evidence or was arbitrary, capricious or illegal. The court shall review the decision of the Appeals Board pursuant to the standards found in Utah Code Annotated section 10-9a-801(3).
 2. The Appeals Board shall transmit to the reviewing court the record of its proceedings, including its minutes, findings, orders and if available, a true and correct transcript of its proceedings. If the proceeding was recorded, a transcript of that recording is a true and correct transcript for purposes of this subsection.
 3. The filing of a petition does not stay the decision of the Appeals Board. However, before filing the petition, the aggrieved party may petition the Appeals Board to stay its decision. Upon receipt of a petition to stay, the Appeals Board may order its decision stayed pending district court review if the Appeals Board finds it to be in the best interest of the municipality.
 4. After the petition is filed the petitioner may seek an injunction staying the Appeals Board's decision.
 5. The petitioner may not present any information, evidence, or theory of relief that was not presented to the Appeals Board.
- P. *Appeals from the board.* Any person aggrieved by a final decision of the Appeals Board may appeal such decision to district court, provided that the petition for such relief is presented to the court within 30 days from the date of the decision of the Appeals Board.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTER 6
SECTION 10-6-5 REGARDING COMPENSATION FOR THE APPEALS BOARD**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 6 of the Hurricane City Code governing the Appeals Board; 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

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Section 10-6-5 of the Hurricane City Code is amended to read as follows:

Sec. 10-6-5. Appeals Board.

- A. *Established.* In order to provide for just and fair treatment in the administration of this title, and to ensure that substantial justice is done, an Appeals Board is hereby established to exercise the powers and duties specified herein. The Appeals Board shall consist of three members.
- B. *Qualifications, appointment, and compensation.*
 - 1. Appeals Board members shall consist of:
 - a. One member professionally trained in land use, law, or public administration;
 - b. One member who is not a City resident; and
 - c. One member who is a City business owner.
 - 2. No member of the Appeals Board shall be a member of the City Council, the Planning Commission, or City staff.
 - 3. Appeals Board members shall be appointed by the Mayor with the advice and consent of the City Council.
 - 4. Appeals Board members shall be compensated according to a fee established by the City Council.
- C. *Standards of actions.*
 - 1. The Appeals Board shall:
 - a. Act in a quasi-judicial manner; and
 - b. Serve as the final arbiter of issues involving the interpretation or application of land use ordinances.
- D. *Powers and duties.*
 - 1. The Appeals Board is hereby designated as the Land Use Authority to hear and decide the following matters:

- a. Applications for a determination of special exceptions, as provided in section 10-7-11 of this title;
 - b. Applications for a variance from the terms of this title, as provided in section 10-7-12 of this title;
 - c. Applications to determine the existence, expansion or modification of a nonconforming use or noncomplying structure, as provided in section 10-7-14 of this title.
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 - c. Appeals from administrative decisions of the Land Use Authority regarding a land use permit or a land use application.
 - d. Appeals from land use decisions applying land use ordinances.
 - e. Appeals from administrative decisions of the City Building Official regarding the building codes and standards.
 - f. Appeals from a fee charged in accordance with Utah Code section 10-20-904, as amended.
- E. *Appeals.* Appeals to the Appeals Board shall be filed in writing with the City Recorder within 14 days from the date of the decision or action appealed and shall state the grounds for the appeal. The officer or department from whom the appeal is taken shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.
- F. *Notice of hearing.* The Appeals Board shall fix a reasonable time for the hearing of each appeal, give public notice thereof and due notice to the parties in interest as provided in section 10-7-4 of this title.
- G. *Decisions of the board.* At the hearing of any matter the parties affected may appear in person with or without an attorney. The Appeals Board shall decide all appeals and other issues brought before it within a reasonable time.
- H. *Stay of proceedings.* An appeal to the Appeals Board shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board that by reason of the facts stated in the appeal, a stay would in his or her opinion, cause immediate peril to life or property. In such case, proceedings shall not be stayed except by a restraining order granted by the Appeals Board or by the District Court upon application, notice, and due cause shown.
- I. *Restrictions on scope of appeal.*

1. Only land use decisions applying the land use ordinance to a particular application, person, or parcel may be appealed to the Appeals Board.
 2. The Appeals Board may not consider any land use ordinance amendments.
 3. Appeals may not be used to waive or modify the terms or requirements of the land use ordinance.
- J. *Burden of proof.* The person or entity making the appeal has the burden of proving that an error has been made. Every appeal shall refer to the specific provisions of the ordinance involved and shall exactly set forth the error that is claimed. The appealing party is required to present to the Appeal Authority every theory of relief that it could raise in district court.
- K. *Standards.* In reviewing an action or decision from which an appeal has been taken, the Appeal Authority shall apply the appropriate standards, requirements or criteria as specified within this title and state law for such action or decision, and accordingly shall review the action or decision only to determine if an error was made in applying the land use ordinance.
- L. *Stay of action.* An appeal stays all proceedings in furtherance of the action appealed from unless the City Council finds and certifies to the Appeal Authority that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order issued by the district court.
- M. *Administrative powers on appeal.* In his/her decision, the Appeal Authority may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed. At the public meeting, the Appeal Authority may continue consideration to a later date. If consideration of the appeal is adjourned, within 35 days following the closing of the public meeting on an appeal, the Appeal Authority shall act on the appeal at a public meeting held in conformance with Utah Code Annotated title 52, chapter 4, open and public meetings.
- N. *Decision and findings.* The Appeal Authority's decision takes effect on the date his or her written decision is issued. The decision of the Appeal Authority regarding the appeal shall contain a full record of the findings of the body in the particular case. The Appeal Authority's decision constitutes a final, appealable decision.
- O. *District court review of Appeal Authority decision.* No decision of an official or administrative body of the City administering or interpreting the land use ordinance may be appealed directly to the district court. Before petitioning for district court review, a person must exhaust all administrative remedies by appealing to the Appeals Board in accordance with this section and receiving a final decision issued by the Appeals Board. Any person adversely affected by any decision of the Appeals Board, including the City Council, may file a petition for review of the decision with the district court within 30 days of the Appeals Board's final decision. The right to file a petition for review of the Appeals Board's decision is lost if the petition is not filed within 30 days of the decision.

1. In the petition, the plaintiff may allege only that the Appeals Board's decision was not supported by substantial evidence or was arbitrary, capricious or illegal. The court shall review the decision of the Appeals Board pursuant to the standards found in Utah Code Annotated section 10-9a-801(3).
 2. The Appeals Board shall transmit to the reviewing court the record of its proceedings, including its minutes, findings, orders and if available, a true and correct transcript of its proceedings. If the proceeding was recorded, a transcript of that recording is a true and correct transcript for purposes of this subsection.
 3. The filing of a petition does not stay the decision of the Appeals Board. However, before filing the petition, the aggrieved party may petition the Appeals Board to stay its decision. Upon receipt of a petition to stay, the Appeals Board may order its decision stayed pending district court review if the Appeals Board finds it to be in the best interest of the municipality.
 4. After the petition is filed the petitioner may seek an injunction staying the Appeals Board's decision.
 5. The petitioner may not present any information, evidence, or theory of relief that was not presented to the Appeals Board.
- P. *Appeals from the board.* Any person aggrieved by a final decision of the Appeals Board may appeal such decision to district court, provided that the petition for such relief is presented to the court within 30 days from the date of the decision of the Appeals Board.

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

1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

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

PASSED AND APPROVED this 18th day, December 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 18th day of December 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder



STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-46 Adopting a fee for reimbursement to the Appeals Board members.

Discussion: This item is a follow-up to the previous agenda item. If the Council approves the code amendment regarding the compensation fee, this Resolution will formally adopt the reimbursement amount. When the Appeals Board positions were advertised, applicants were asked to submit a résumé outlining their qualifications and desired compensation. There have been prior discussions in Council meetings regarding appropriate pay, and while an informal consensus of \$50 per member was reached, it was never formally adopted. Staff is recommending the Council formalize this reimbursement amount and authorize payment to the board members for the four previous meetings for which they have not yet been compensated. – Cindy Beteag

Findings:

Recommendation:

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, ADOPTING
A COMPENSATION SCHEDULE FOR THE APPEALS BOARD MEMBERS.**

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 compensation for services provided to the municipality; and

WHEREAS, said City Council desires to adopt a compensation schedule for service provided by the Appeals Board members, and

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

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the following fee schedule is hereby approved and adopted:

*Each Appeals Board member shall be compensated \$50 per meeting attended.

BE IT FURTHER RESOLVED that each Appeals Board members shall be compensated for attendance to the previous four meetings for which compensation has not yet been issued.

PASSED AND APPROVED THIS 18th day of December, 2025.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of December, 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder



STAFF COMMENTS

Item: Consideration and possible approval of the renewal of all liquor licenses.

Discussion: Hurricane City Code § 3-2-12 requires the City Council to review each alcohol license renewal application, along with a report from the Police Department, and to direct the License Officer to issue renewal licenses to qualified applicants. Staff has verified that all employees have completed the required alcohol service training. For any employees whose training could not be verified, a letter will be issued with the renewed license granting the business 30 days to provide proof of training. If proof is not provided within that timeframe, those employees will be prohibited from selling alcohol. The Police Department and Utah Department of Public Safety conduct compliance checks throughout the year to ensure businesses are not selling alcohol to underage individuals. The report provided includes both employee training verification and the number of underage sales violations, if any. These violations are regulated by the Department of Alcoholic Beverage Services (DABS). If a business incurs three violations within a three-year period, its license may be subject to revocation. The DABS violation grid is included in the packet for reference. – Cindy Beteag

Findings:

Recommendation:

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

December 1, 2025

Employee training for alcohol sales and violations.

7-Eleven #53614

Off-Premises Beer License: 9 of 9 employees verified.

Chevron

Off-Premises Beer License: 4 of 6 employees verified. Cynthia Mott expired 7/2/2025, Efren Gonzalez not found.

Copper Rock Golf Course

Limited Restaurant License: 9 of 10 employees verified. Alex Crandell not found. 1st offense underage sell on 11/09/2025.

Coral Canyon Market

Off-Premises Beer License: 8 of 8 employees verified. 1st offense underage sell on 12/30/2024.

Coral Canyon Texaco

Off-Premises Beer License: 3 of 3 employees verified. 1st offense underage sell on 12/16/2023.

Ernie's Too

Off-Premises Beer License: 10 of 10 employees verified.

La Fonda's

Off-Premises Beer License: 8 of 8 employees verified.

Las Lupitas Mexican Restaurant

Restaurant Beer Only License: 7 of 7 employees verified.

Lin's Market Place

Off-Premises Beer License: 20 of 22 employees verified. Judy Wright expired 10/01/2025 and Jacey Madden expired 10/13/2025

Lonny Boy's Barbecue

Restaurant Beer Only License: 5 of 7 employees verified. Amy Trueblood expired 11/20/2025 and Jeanne Allen expired 11/21/2025



Maverik #402

Off-Premises Beer License: 19 of 19 employees verified.

Maverik #594

Off-Premises Beer License: 15 of 17 employees verified. Aleena and Kaelyne M Fitzgerald not found.

Mazatlan

Full-Service Liquor License: 7 of 7 employees verified.

Mountain Mike's Pizza

Limited Restaurant Liquor License: 4 of 5 employees verified. Thomas Dorosky not found.

Pecan Valley Resort Amenities

Full-Service Liquor License: 8 of 8 employees verified.

Pig's Ear American Bistro

Full-Service Liquor License: 10 of 11 employees verified. Samantha Polanco expires 11/30/2025

Gas Stop

Off-Premises Beer License: 3 of 3 employees verified. 1st offense underage sell 5/1/2024.

Sky Mountain Golf Course

On-Premises Beer License: 5 of 5 employees verified.

The Grille at Sand Hollow Resort

Full-Service Liquor License: 17 of 19 employees verified. Madyln Perry and Saylor Olivares not found. 1st offense underage sell 11/09/2025.

The Golf Course at Sand Hollow Resort

On-Premises Beer License: 17 of 19 employees verified. Madyln Perry and Saylor Olivares not found.

Triple TJ's Café

Limited Restaurant License: 4 of 4 employees verified.

Venture Fuel

Off-Premises Beer License: 10 of 10 employees verified. 1st offense underage sell on 12/30/2024.

Walgreens #11673

Off-Premises Beer License: 16 of 16 employees verified.

Walmart #4678

Off-Premises Beer License: 48 of 50 employees verified. Aaron Racobs not found, Christopher Ellis only shows On-Premise that expired 08/05/2013.





VIOLATION GRID

In reference to DABS administrative rule R82-3-102

Common Terms, Violations, and Penalties

This document contains the following:

- I. Definitions for the severity of violations
- II. Violation penalties
- III. Common violations in the sale of alcohol
- IV. Common violations that are not directly related to the sale of alcohol

Definitions for the severity of violations

Term	Definition
Minor	Lesser in nature and relate to basic compliance with laws and rules.
Moderate	Demonstrate a general disregard for laws and rules.
Serious	Directly or indirectly affect or potentially affect public safety, health, and welfare, or involve minors.
Grave	Pose or potentially pose a grave risk to public safety, health, and welfare, or involve lewd acts, fraud, deceit, willful concealment or misrepresentation of the facts, trade practice violations (exclusion, tied house, commercial bribery), interfering or refusing to cooperate with authorized officials in the discharge of their duties, unlawful importations, or industry supplying liquor to persons other than the department or military installations.

Violation Penalties

Severity of Violation	Number of Repeat Violations	Penalty to Licensee	Penalty to Offending Employee, Officer, or Agent
Minor	1 st violation	Verbal/written warning	Verbal/written warning
	2 nd violation	\$100 - \$500 fine	Verbal/written warning and potential \$25 fine
	3 rd violation	\$200 - \$500 fine and/or 1-5 days suspension	\$50 fine and/or 1-5 days suspension
	More than 3 violations	\$500 - \$25,000 fine and/or 6 days suspension, up to revocation of license	\$75 fine and/or 6-10 days suspension
Moderate	1 st violation	Verbal/written warning, and up to \$1000 fine	Verbal/written warning and up to \$50 fine
	2 nd violation	\$500 - \$1000 fine and/or 3-10 days suspension	\$75 fine and/or 3-10 days suspension
	3 rd violation	\$1000 - \$2000 fine and/or 10-20 days suspension	\$100 fine and/or 10-20 days suspension
	More than 3 violations	\$2000 - \$25,000 fine and/or 15 days suspension, up to revocation of license	\$150 fine and/or 15-30 days suspension
Serious	1 st violation	\$500 - \$3000 fine and/or 5-30 days suspension	\$300 fine and/or 5-30 days suspension
	2 nd violation	\$1000 - \$9000 fine and/or 10-90 days suspension	\$350 fine and/or 10-90 days suspension
	More than 2 violations	\$9000 - \$25,000 fine and/or 15 days suspension, up to revocation of license	\$700 fine and/or 15-180 days suspension
Grave	1 st violation	\$1000 - \$25,000 fine and/or 10 days suspension, up to revocation of license	\$300 fine and/or 10-120 days suspension
	More than 1 violations	\$3000 - \$25,000 fine and/or 15 days suspension, up to revocation of license	\$500 fine and/or 15-180 days suspension

Common Alcohol Sales Violations

Moderate Violations

➤ **Consuming Away from Table**

- Example: a patron consumes an alcoholic product somewhere other than the patron's table, a counter, a grandfathered bar structure, or from where food is served.
- Applies to a full-service restaurant, limited-service restaurant, and beer only restaurant.
- Authority (Utah law): §32B-6-205(9) (full service); §32B-6-305(9) (limited); §32B-6-905(9) (beer only restaurant); see also §32B-6-205.5(6) (full service); §32B-6-305(6) (limited service); §32B-6-905.1(7) (specific operational requirements for beer only restaurant).

➤ **Promoting Overconsumption**

- Example: advertising or promoting over-consumption or intoxication, or overtly promoting increased consumption.
- Applies to on premises licenses.
- Authority (Utah law): R82-1-104(6)(e)

➤ **Sale without Food (failure to confirm 'intent to dine')**

- Example: a restaurant licensee sells, offers for sale, or furnishes an alcoholic product without first confirming that the patron has the intent to order food prepared, sold, and furnished at the licensed premises.
- Applies to all restaurant types: beer only, limited service, and full-service.
- Authority (Utah law): §32B-6-205(7)(specific operational requirements for a full service restaurant); §32B-6-205.2(5)(a)(ii)(specific operational requirements for a full service restaurant); §32B-6-305(7)(specific operational requirements for limited service restaurant); §32B-6-305.2(5)(a)(ii)(specific operational requirements for a limited service restaurant); §32B-6-905(6)(b)(i) (specific operational requirements for a beer only restaurant); §32B-6-905.1(6)(b)(i)(specific operational requirements for a beer only restaurant).

➤ **Untrained Server**

- Example: alcoholic beverages may be sold and dispensed only by a designated, trained server.
- Applies to all retail licenses.
- Authority (Utah law): §32B-5-403

Serious Violations

➤ Adulterated Alcohol

- Example: filling an original container of alcohol with another substance.
- Applies to package agencies, retail licenses, permits, beer wholesalers, liquor warehouses, suppliers, and importers.
- Authority (Utah law): §32B-4-420(3) (unlawful adulteration); R82-5-104(8)(j) (liquor dispensing system)

➤ Brown Bagging

- Example: bringing alcohol onto a licensed premises (or an establishment that is open to the public) for consumption, except as expressly allowed in statute.
- Applies to retail licenses.
- Applicable statutes: § 32B-4-415(1) (criminal offenses and procedure); § 32B-5-307(1) (retail license)
- **Exception:** a person may bring a bottle of wine onto the premises of a full-service restaurant, a limited restaurant, a bar, or a resort spa.
- Authority (Utah law): §32B-4-415(4)

➤ Consuming on Duty

- Example: staff consumes an alcoholic product or is intoxicated while on duty.
- Applies to retail licenses, off-premise beer licenses, and event permits.
- Authority (Utah law): §32B-5-308(1) (requirements on staff or others on premises – employing a minor); §32B-7-202(4) (general operational requirements for off premises beer retailer); §32B-9-204(13)(b) (general operational requirements for an event permit).

➤ Doubles

- Examples:
 - The primary liquor in a beverage is more than 1.5 ounces (doubles)
 - The total alcohol in a beverage is more than 2.5 ounces, or
 - A patron has more than two drinks of alcohol at a time with 2.5 ounces each
- Applies to on premises retail licenses and single event permits.
- Authority (Utah law): §32B-4-422(1) (unlawful dispensing); §32B-5-304 (portions in which alcohol may be sold); §32B-9-304(4) (single event)

➤ Free Pouring

- Example: dispensing liquor without using a calibrated and metered dispensing system or device approved by DABC in accordance with commission rules.
- Applies to retail licenses.
- Authority: §32B-5-304(1) (portions in which alcoholic product may be sold)

Serious Violations cont.

➤ Minor on Premises

- Example: a minor is not permitted to sit, remain, or consume food in the certain areas of a licensed premises.
- Applies to premises of bar, beer only restaurant, full-service restaurant, hospitality amenity license, limited-service restaurant, manufacturing licensee, package agency, resort spa sublicense, state store, tavern.
- Authority (Utah law): §32B-2-503(6) (minor not admitted on premises of state store); §32B-2-605(14) (minor not allowed on premises of package agency unless accompanied by adult); §32B-5-206(10)(c) (minor may not sit or consume food or beverages in grandfathered structure unless exception applies); §32B-6-205.4 (minor may not sit, remain or consume food or beverage at dispensing area of small, full service restaurant unless accompanied by an adult); §32B-6-305(10)(d)(ii) (minor may momentarily pass by a seating grandfathered bar structure without remaining or sitting at the bar structure en route to an area of a limited-service restaurant licensee's premises in which the minor is permitted to be); **§32B-6-305.4 (minor may not sit, remain or consume food or beverage at dispensing area of in dispensing are of small, limited service restaurant unless accompanied by adult)**; §32B-6-706(6) (specific operational requirements for on premise beer license or tavern); §32B-6-905.1() (minor not allowed in dispensing are of beer only restaurant); §32B-6-1005(10) (minor not allowed on premises of hospitality amenity license); §32B-8d-305(4) (minor not allowed onto sublicensed premises of resort spa unless accompanied by adult); §32B-11-210(6)(a) (minor not allowed on premises of manufacturing licensee for tasting); §32B-16-102(2) (allowing minor to have access to area where the minor is not allowed violates minor liability act)

➤ Open Containers

- Example: a patron cannot leave a licensed premises with an open container of alcohol.
- Applies to all licenses, package agencies, and state stores.
- **Exception:** An event permittee may sell, offer for sale, or furnish beer for on-premises consumption in an open original container. §32B-9-204(8)
- Authority (Utah law): §32B-2-605 (person cannot open sealed container in a package agency); §32B-5-307(2) (bringing alcoholic product onto or removing alcoholic product from premises); §32B-2-503(7) (person cannot open sealed container in state store).

➤ Sale by Minor

- Example: a minor, employed by the licensee, cannot sell, furnish, or dispense an alcoholic beverage.
- Applies to retail licenses and off-premise beer retailers.
- Authority (Utah law): §32B-5-308(2)(a) (requirements on staff or others on minor – employing a minor); §32B-7-202(4)(b) (a minor at least 16 years of age may sell beer on the premises of an off-premise beer retailer, but only under the supervision of an employee who is at least 21 years of age and who is on the premises at the time of the sale)

Serious Violations cont.

➤ **Sale to Minor**

- Example: a person cannot sell, deliver, or furnish an alcoholic beverage to a minor
- Applies to all license types, package agencies, permittees, and state stores.
- Authority (Utah law): §32B-4-403 (unlawful sale, offer for sale or furnishing to minor); §32B-2-305 (package agency subject to covert investigations for selling alcohol product to minor); §32B-3-303(1)(e) (three or more sale to minor violations makes a person subject to nuisance retail licensing act).

➤ **Selling Alcohol at a Discount**

- Example: a retail licensee may sell, offer for sale, or furnish liquor only at a price fixed by the commission and may not sell an alcoholic product at a discount price on any date or at any time.
- Applies to retail licenses.
- Authority (Utah law): §32B-5-305(1)

➤ **Verifying Proof of Age (scanner)**

- Example: an “authorized person” must verify the age of a patron who appears to be younger than 35 before gaining admission to a licensed premises.
- Applies to a bar, tavern, full-service restaurant, limited-service restaurant, and beer-only restaurant.
- Authority (Utah law): §32B-1-407(3)

Grave Violations

➤ **Intoxicated Person**

- Example: selling, offering for sale, or furnishing an alcoholic product to a person who was, actually or apparently, intoxicated.
- Applies to all retail licenses, event permits, off-premise retailers, package agencies, and state stores.
- Authority (Utah law): §32B-2-503(3)(state store); §32B-2-605(8) (package agency); §32B-3-303(1)(e) (acts making person subject to disciplinary); §32B-4-404(1)(unlawful sale, offer sale or furnishing to intoxicated person); §32B-5-306(1)(b)(purchasing of selling alcoholic product); §32B-5-303(3)(b)(operational requirements of a state store); §32B-7-202(5)(b) (off premise retailer); §32B-9-204(10) (event permit)

Other Violations – Not Related to the Sale of Alcohol

Minor Violations

➤ **Displaying License**

- Example: the license issued to a licensed premises must be displayed in a prominent place.
- Applies to retail licenses and event permits.
- Authority (Utah law): §32B-5-301(3)(a) (retail license, general operational requirements); §32B-9-204(3) (event permit)

➤ **ID Badge**

- Example: an employee must wear a unique identification badge if he/she sells, dispenses, or provide alcoholic beverages.
- Applies to on-premises and off-premises retail licensees.
- Authority (Utah law): R82-5-107 (identification); §32B-7-202(7)

➤ **Warning Sign**

- Example: a retail licensee must display a warning sign about the hazards of drinking alcohol in a prominent place.
- Applies to all licensees.
- Authority (Utah law): §32B-5-301(3)

Moderate Violations

➤ **Advertising Free Alcohol**

- Example: a promotion that involves or offers a free alcoholic product to the public.
- Applies to all licenses.
- Authority (Utah law): §32B-5-305(2)(f) (pricing of alcohol product); R82-1-104(2)(m) (advertising or advertisement may not offer alcoholic beverages without charge)

➤ **Record Keeping**

- Example: a retail licensee must keep and maintain a record that shows quarterly expenditures for alcohol and food. The record must be supported by receipts, bills.
- Authority (Utah law): §32B-5-302(1)-(3)

➤ **Unlocked Storage**

- Example: a liquor storage area must be locked at all times, except when liquor sales are allowed by law.
- Applies to retail licenses.
- Authority (Utah law): §32B-5-303(4).

Serious Violations

➤ Flavorings

- Examples: flavoring must be clearly and conspicuously labeled as “flavoring.”
- Applies to retail licenses.
- Authority (Utah law): §32B-5-304(1)(iv) (portions in which alcohol may be sold)

Grave Violations

➤ Gambling

- Example: engaging in or permitting any form of gambling.
- Applies to retail licenses and event permits.
- Authority Utah law): §32B-5-301(4) (general operational requirements of retail licenses); §32B-9-204(4) (event permits).

➤ Inspections

- Example: an employee or express agent must allow law enforcement or a representative of DABC to have access, ingress, or egress by to the premises or a conveyance where alcohol is stored, sold, furnished, manufactured or transported and take samples or inspect.
- Applies to all licenses and package agencies.
- Authority (Utah law): §32B-4-203(1)(b)(i), -(iii) (authority to inspect); § 32B-5-302(5) (records subject to inspection)

➤ Lewd Acts

- Examples:
 - Employing or using the services of a person to mingle with patrons while the person is in a state of nudity; semi nudity; or in clothing that exposes the female breast below the top of the areola; or the cleft of the buttocks.
 - Encouraging or permitting a person to perform an act of or simulate sexual intercourse, masturbation, sodomy, oral copulation, touch, caress, or fondle the breast, buttocks, anus, or genitals of any other person.
- Applies to retail licensees.
- Authority (Utah law): §32B-1-504 (general requirements on attire and conduct); §32B-1-505 (sexually oriented entertainer)

➤ Tied House

- Example: an industry member cannot induce a retailer to purchase an alcoholic product from the industry member or from DABC to the exclusion in whole or in part of a product sold or offered for sale. Seven types of inducement.
- Applies to an industry member and retailer.
- Authority (Utah law): §32B-4-704