HURRICANE CITY
UTAH

Mayor
Clark Fawcett

City Manager
Kaden DeMille

City Council
Drew Ellerman
Joseph Prete
Dave Imlay
Lynn Excell

Hurricane City Council Meeting
Agenda

January 15, 2026
4:30 PM
City Council Chambers 147 N 870 W, Hurricane

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

4:30 p.m. Closed Meeting

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

Presentation of the 2024-2025 annual audit - Hinton Burdick

Victims Advocate Presentation

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.

Consent Agenda

1. Consideration and possible approval of **Resolution 2026-02 Appointing Joseph Prete to the Solid Waste District**

2. Consideration and possible approval of **Resolution 2026-03 Appointing Lynn Excell to the Mosquito Abatement Board**
3. Consideration and possible approval of **Resolution 2026-04 Appointing Clark Fawcett and Drew Ellerman to the Ash Creek Sewer District Board**
4. Consideration and possible approval of **Resolution 2026-05 Amending the administrative fee** charged for billing, collecting, and remitting solid waste fees on behalf of the Washington County Solid Waste District
5. Consideration and possible **approval of the minutes** of the Regular City Council Meeting for December 4, 2025

OLD BUSINESS

1. 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
2. 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

NEW BUSINESS

1. Discussion and possible direction regarding **the City's involvement with the Washington County Fair** - Ruffin Judd and Brandon Ipson
2. Consideration and possible approval of a **Purchase and Reimbursement Agreement for Water Rights and Infrastructure** with Western Mortgage & Realty Company and Gateway at Sand Hollow Public Infrastructure District -Dayton Hall
3. Consideration and possible approval of **Resolution 2026-06 amending the Governing Documents of the Gateway PID**. -Gateway PID
4. Consideration and possible approval of a **Reimbursement and Purchase Agreement for Water Rights, Real Property, and Improvements** -Dayton Hall
5. Public Hearing to take comments on the following:
    a. Adopting a Power Impact Fee Facilities Plan Amendment (IFFP), a Power Impact Fee Analysis (IFA), and modifying the current Power Impact Fee
6. Consideration and possible approval of **Ordinance 2026-01 Approving an amendment to the 2025 Power Impact Fee Facilities Plan, an amendment to the 2025 Power Impact Fee Analysis**, and modifying the current Power Impact Fee
7. Consideration and possible approval of **Resolution 2026-07 Amending and Adopting fees** related to municipal power services - Mike John
8. Consideration and possible approval of **awarding the bid for the civil portion** of the Sky Mountain Substation - Mike Johns
9. Discussion regarding the **interpretation of the ordinance** regarding background checks on business owners

10. Mayor, Council, and staff reports

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 January 14, 2026. 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 January 15, 2026

4:30 p.m. Closed Meeting

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Presentation of the 2024-2025 annual audit
Victims Advocate Presentation

Consent Agenda

1. Mayor Fawcett is recommending Joseph Prete to be appointed to the Solid Waste District Board.
2. Mayor Fawcett is recommending Lynn Excell to be appointed to the Mosquito Abatement Board.
3. Mayor Fawcett is recommending Drew Ellerman to be appointed to the Ash Creek Sewer District Board.
4. Hurricane City currently charges a $1.00 per month administrative fee to recover a portion of the costs associated with billing, collecting, accounting for, and remitting solid waste fees. Staff is recommending an increase to $1.25 per month to more accurately reflect the actual administrative costs incurred. As part of this review, staff evaluated administrative fees charged by surrounding cities, which range from $0.85 to $2.00 per month.
5. Approval of the minutes for December 4, 2025.

Old Business

1. Item continued from 12/18/25. 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. At the 12/18/25 city council meeting, Councilman Fawcett suggested that the item be continued to allow the applicant to submit a development plan detailing what he proposes to use the property for. The applicant's engineer has submitted a concept (see attachment in packet) for a contractors yard to store construction and industrial equipment. Also proposed is the future construction of a 1,600sf shop building. According to the applicant, the purpose of the request is to continue to use the site for storage of his construction and industrial equipment. 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 area 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

2. Item continued from 12/18/25. 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

New Business

1. Representatives from the Washington County Fair are requesting time on the City Council agenda to discuss opportunities for collaboration between the City and the Fair. The presentation will highlight the Fair's long-standing history and economic impact, outline expectations for city and community involvement, and explore practical ways to

increase resident participation, including potential city representation at the fair and engagement with local schools, churches, and community groups. – Cindy Beteag

2. This is a proposed three-way agreement between the City, Western Mortgage, and the Gateway PID. Western Mortgage will deed 1695.6 acre feet of water to the City, the PID will bond for the value of the water and pay Western Mortgage, the PID will also bond for the infrastructure costs to develop and use the water and pay the City that amount, and the City will collect secondary water impact fees from the PID area and pay down the PID bond as reimbursement. This is an opportunity for the City to acquire a substantial block of water and develop its secondary water system infrastructure, with the Gateway PID providing the financing. A more detailed memorandum is included in the Council's packet. – Dayton Hall

3. This item is for the proposed amendment to the governing documents for the Gateway at Sand Hollow PID Nos. 1, 2, and 3. The proposed revisions will (1) confirm the legal separation between the City and the PID to avoid issues recently raised by the Utah State Auditor and (2) modify the bonding ability of the PID This item is for the proposed acquisition of land, water rights, and water infrastructure. – Dayton Hall

4. A confidential memorandum is included in the Council's packet. The details of the agreement may discussed in detail at the public meeting.– Dayton Hall

5. Public Hearing to take comments on the following:
    a. Adopting a Power Impact Fee Facilities Plan Amendment, a Power Impact Fee Analysis, and modifying the current Power Impact Fee.

6. The Hurricane City Electrical Transmission and Substation Impact Fee Analysis (IFA), dated May 2025, is being amended to account for changes to the estimated future facility costs as identified in the City's recently amended 2025 Hurricane City Electrical Transmission and Substation Impact Fee Facilities Plan (Amended IFFP). This amendment updates the calculation of the impact fee to account for the addition of two substation projects. Furthermore, additional load was added to the coincident-peak ("CP") demand assumptions in the IFFP. This plan reevaluated future facility costs, prioritization, and timing. As a result, the IFA will be amended to reflect these changes.

7. We have identified a need to update and maintain a current, accurate list of Pre-Qualified High Voltage Contractors. Our current process requires an application, class/test, and fee to be added to the list. There has been no process for updates or requirements for recertification after they are originally added to the list. Our current list has contractors who are no longer providing services, have outdated contacts, or are not maintaining quality standards of installation. We are needing to add a process to annually recertify contractors who would like to remain on our list, an annual refresher class to explain and identify any changes to standards or equipment, and discuss any

continuous issues we see in installations from the previous year. This recertification provides a physical license which contractors would have to maintain on-site proving their current qualification status. There would need to be an established fee schedule relating to this recertification, but the details will be discussed at the Power Board meeting on January 14th for a recommendation to the City Council. I will submit the Power Board recommendation to Cindy once the meeting has adjourned. – Crystal Wright

8. The Power Department held a sealed bid opening on December 23, 2025 for the Sky Mountain Substation Masonry Fence and Control Building. ICPE has reviewed the bids to make sure they comply with the requirements of the scope of the project and provided their evaluation. Hurricane City has also evaluated the bids. This item will be discussed at the Power Board meeting on January 14th for a recommendation to the City Council. I will submit the Power Board recommendation to Cindy once the meeting has adjourned. – Crystal Wright

9. Hurricane City Code (HCC) 3-1-3 requires annual background checks for certain business types and their employees, including tattoo artists, businesses involving minor children, and businesses requiring entry into private residences. HCC 3-1-9.5 allows a business license to be denied if the applicant, or any person conducting the business, has violated any federal, state, or local law governing the business, or has been convicted of a felony or a misdemeanor involving moral turpitude. Staff has historically interpreted this provision to mean that any felony conviction, regardless of when it occurred, is grounds for denial. By comparison, HCC 3-2-6(B)(2), which governs liquor control, specifies a seven-year lookback period. Under that section, a license may be denied if, within seven years of the application date, the owner, manager, or person controlling daily operations has been convicted of a felony, entered a plea in abeyance, or violated laws related to alcoholic beverages, driving under the influence, or moral turpitude. These two provisions regulating licenses by felons are inconsistent, and staff would like direction from the Council on how to amend one or both of the provisions. Staff believes that the absence of a defined time limitation in the business license chapter may create ambiguity, and it might not be good policy to withhold licenses from felons in perpetuity with no opportunity for rehabilitation. – Cindy Beteag

10. Mayor, Council, and staff reports.

Mayor
Clark Fawcett

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

City Council
Drew Ellerman
Joseph Prete
Dave Imlay
Lynn Excell

Human Resources Employment Report

This is a brief report on staff who have been recently hired and current open positions which need to be filled in the city.

New Hires

Braylee Edmonds – Animal Shelter Attendant I

Jacki Kimber – Parks Custodian

Gavin Ritter – Assistant Golf Pro

Nicole Souders – Utility Clerk

Shane Sterling – Utility Locator

Willaim Tyler Worden goes by Tyler – Street Operator I

Current Open Positions

Golf Maintenance I P/T – Golf Maintenance Department

Senior Electrical Engineer – Power Department

Staff Assistant – Recreation Department

Street Operator I – Streets Department

Water Operator II – Water Department

147 North 870 West • Hurricane, UT • 84737
Phone: (435) 635-2811 • Fax (435) 635-4284
www.cityofhurricane.com

RESOLUTION 2026-02

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1

WHEREAS, Washington County Special Service District No. 1 ("District") is a special service district organized under Title 17D of the Utah Code for the purpose of providing solid waste collection and disposal services within Washington County, Utah; and

WHEREAS, pursuant to Utah Code§ l 7D-1-301, the District is governed by an Administrative Control Board ("Board") whose members are appointed by the Washington County Commission with input from the participating municipalities; and

WHEREAS, Hurricane is a participating municipality within Washington County which receives services from the District and is entitled to representation on the Board; and

WHEREAS, Hurricane desires to designate a member of its governing body to serve on the Board, with such appointment becoming effective only upon approval and formal appointment by the Washington County Commission as the governing authority of the District; and

WHEREAS, Hurricane further desires that the appointment shall continue until: (a) the appointee's municipal term of office expires, (b) Hurricane designates a replacement by subsequent resolution, or (c) until expiration of the term of appointment fixed by resolution of the Washington County Commission, whichever first occurs.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HURRICANE, UTAH, AS FOLLOWS:

1. Appointment. The Hurricane City Council hereby designates Joseph Prete, a duly elected member of the Hurricane City Council, to serve on the Administrative Control Board of Washington County Special Service District No. 1.

2. Effective Date of Appointment. This designation shall become effective upon approval and appointment by the Washington County Commission, acting as the governing authority of the District.

3. Term of Service. The appointee's term shall continue until (a) the appointee's municipal term of office expires, (b) Hurricane designates a replacement by subsequent resolution, or (c) until expiration of the term of appointment fixed by resolution of the Washington County Commission, whichever first occurs.

PASSED AND APPROVED this 15th day of January 2026

_____
Clark Fawcett, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of January 2026. 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___

_____
Cindy Beteag

RESOLUTION 2026-03

A RESOLUTION OF THE HURRICANE CITY COUNCIL OF HURRICANE, UTAH, DESIGNATING AND APPOINTING A REPRESENTATIVE TO THE SOUTHWEST MOSQUITO ABATEMENT & CONTROL DISTRICT BOARD OF TRUSTEES

WHEREAS, a coordinated response between municipalities and the county is necessary to adequately and efficiently address the problem of providing mosquito abatement services; and

WHEREAS, Hurricane City desires to make the appointment of an agent to represent Hurricane City at the Southwest Mosquito Abatement & Control District to attend meetings and make report to Hurricane City the current information and activities of said District:

THEREFORE, BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that Lynn Excell, shall be the representative of Hurricane City on the Southwest Mosquito Abatement & Control District Board of Trustees for a four (4) year term.

Passed and adopted this 15th day of January 2026.

_____
Clark Fawcett, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of January 2026. 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___

_____
Cindy Beteag

RESOLUTION 2026-04

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING TWO (2) REPRESENTATIVES TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF ASH CREEK SPECIAL SERVICE DISTRICT

WHEREAS, Ash Creek Special Service District ("District") is a special service district organized under Title 17D of the Utah Code for the purpose of providing wastewater collection and treatment services to areas in east Washington County, including the municipalities of Hurricane, LaVerkin, Toquerville, Virgin and Apple Valley, Utah; and

WHEREAS, pursuant to Utah Code§ l 7D-1-301, the District is governed by an Administrative Control Board ("Board") whose members are appointed by the Washington County Commission with input from the participating municipalities; and

WHEREAS, Hurricane is a participating municipality within Washington County that receives services from the District and is entitled to two (2) representatives on the Board, one of whom shall be the Mayor, and the other of whom shall be a member of the Hurricane City Council; and

WHEREAS, Hurricane desires to designate Mayor Clark Fawcett and Drew Ellerman, a member of the Hurricane City Council, to serve on the Board, with such appointments becoming effective only upon approval and formal appointment by the Washington County Commission as the governing authority of the District; and

WHEREAS, Hurricane further desires that the appointments shall continue until the appointees' municipal term of office expires, or until Hurricane designates a replacement by subsequent resolution, whichever occurs first.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HURRICANE, UTAH, AS FOLLOWS:

1. Appointment. The Hurricane City Council hereby designates Mayor Clark Fawcett and Drew Ellerman, a duly elected member of the Hurricane City Council, to serve on the Administrative Control Board of Ash Creek Special Service District.

2. Effective Date of Appointment. This designation shall become effective upon approval and appointment by the Washington County Commission, acting as the governing authority of the District.

3. Term of Service. The term of service of each appointee shall continue until the expiration of each appointee’s municipal elected term, or until this designation is rescinded and replaced by a subsequent resolution of the Hurricane City Council, whichever occurs first.

PASSED AND APPROVED this 15th day of January 2026

_____
Clark Fawcett, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of January 2026. 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___

_____
Cindy Beteag

RESOLUTION 2026-05

A RESOLUTION OF THE HURRICANE CITY COUNCIL AMENDING THE ADMINISTRATIVE FEE CHARGED BY HURRICANE CITY FOR BILLING, COLLECTING, AND REMITTING SOLID WASTE FEES ON BEHALF OF THE WASHINGTON COUNTY SOLID WASTE DISTRICT

WHEREAS, Hurricane City has entered into an agreement with the Washington County Solid Waste District where Hurricane City bills, collects, and remits solid waste fees to the District on behalf of utility customers within the City; and

WHEREAS, Hurricane City currently charges an administrative fee of One Dollar ($1.00) per month to recover a portion of the costs associated with billing, collecting, accounting for, and remitting those solid waste fees; and

WHEREAS, the City Council has determined that an increase in the administrative fee is necessary to more accurately reflect the administrative costs incurred by the City in providing these services; and

WHEREAS, the City Council desires to amend the administrative fee charged for these services from One Dollar ($1.00) per month to One Dollar and Twenty-Five Cents ($1.25) per month.

NOW, THEREFORE, BE IT RESOLVED BY THE HURRICANE CITY COUNCIL that:

1. Administrative Fee Amended. The administrative fee charged by Hurricane City for billing, collecting, and remitting solid waste fees on behalf of the Washington County Solid Waste District is hereby increased from One Dollar ($1.00) per month to One Dollar and Twenty-Five Cents ($1.25) per month per account.

2. Effective Date. The amended administrative fee shall be effective beginning with solid waste service usage for the period of January 1 through January 31, and for all billing periods thereafter unless amended by further action of the City Council.

3. Implementation. City staff are authorized and directed to implement this fee change in accordance with the City's billing practices and the existing agreement with the Washington County Solid Waste District.

PASSED AND APPROVED this 15th day of January 2026

_____

Clark Fawcett, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of January 2026. 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___

_____
Cindy Beteag

Minutes of the Hurricane City Council meeting held on December 04, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Assistant Public Works Director Weston Walker, Streets Superintendent Hayden Roberts, Water Superintendent Ken Richins, City Planner Gary Cupp, Assistant Planner Fred Resch III, Power Director Mike Johns, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, City Recorder Cindy Beteag, Finance Director Paige Chapman, and Ash Creek Sewer District Manager Mike Chandler.

AGENDA

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

Ken Richins stated the patch on 1300 South was done today. The repairs have been completed on the Dixie Springs Tank, and it is scheduled to be installed next week.

Mike Chandler stated Ash Creek will be holding the last board meeting of the year next week. There will be an item on the agenda to approve their upcoming budget and amendments to the current budget. There will also be an item on there to approve their new Capital Facilities Plan and updated impact fees. That Capital Facilities Plan includes many projects including the conversion of their lagoons to a mechanical treatment plant. They are in the winding down phases of starting Confluence Park. They are planning on the ribbon cutting on February 2nd. He explained it has been a big undertaking, but it will be an impressive facility.

Larry Palmer reported that since the last meeting, permits have been issued for ten single-family homes, twelve townhome units, and four commercial projects. The commercial permits include Golden West Credit Union, Ahee's, Golf Pro by Bucks, and a tenant improvement for a building at The Ropes.

Sel Lovell mentioned that the employee safety incentive event was held at Ace last night and had a strong turnout. He noted that many positions have recently been filled, with current openings limited to the Animal Shelter and a power electrical engineer position.

Paige Chapman reported that budget amendments are included on the agenda. She noted that she typically brings amendments forward midway through the fiscal year, with a second round presented in May. She also advised that the audit report will be included on the next agenda. Mayor Billings shared that she has received a request for an additional $1,300 for Wreaths Across America. She noted that the City has already contributed $4,500 to the program this year and asked whether the Council wished to consider additional funding as part of the amendments. Mrs. Chapman clarified that increasing this budget line is not permitted with the

DRAFT

amendments being considered tonight; however, if the Council supports the request, it could be addressed with the next set of amendments.

Weston Walker reported that the City is now receiving a significant number of plans digitally and that many projects are working to be completed before the end of the year. He also noted that a new locator, Shane Stirling, began just before Thanksgiving and is doing well.

Mike Johns stated that all Christmas lights and the Christmas tree have been installed. He noted that a Utah Barricades truck struck one of the City's vehicles while crews were installing the lights. Utah Barricades was determined to be at fault, and a claim will be filed to cover the repairs. He also stated that a Special Power Board meeting was held yesterday, with another meeting scheduled for next week. Additionally, he mentioned that he contacted the consultant regarding the capital facilities study earlier today but has not yet received a response.

Hayden Roberts stated that crack sealing is currently underway and progressing well. He also noted that materials are being crushed at the yard for use as road base. Mayor Billings asked whether all MS4 requirements for the year had been completed. Weston Walker confirmed that this year's requirements have been fully met and that staff are already working on preparations for next year.

Arthur LeBaron reported that several projects have been successfully advertised for bid, including the pool project, which will fully replace the existing pool, and the pickleball courts. He stated that bids will be opened and awarded at the next Council meeting. He noted that bids are opened on the Tuesday prior to the meeting, so they will not be included in the packet until the day before the meeting. Kaden DeMille explained that a site walk was held earlier in the week with twelve contractors in attendance; however, three have since withdrawn due to project lead times. As a result, staff is considering extending the project schedule. He noted that while this could delay completion, it may be worthwhile to ensure competitive and quality bids. Mayor Billings asked staff to follow up with those contractors to determine whether they would submit bids if the project were postponed. Mr. LeBaron added that if the bid is postponed, he would recommend delaying it by a full month due to the holidays. Mr. DeMille stated that the consultants will discuss the matter internally and determine the best course of action. Mr. LeBaron reiterated his recommendation to allow additional time, noting that receiving more bids typically results in more competitive and accurate pricing. He also reported that progress continues on the Sky Mountain Clubhouse project, with submittals expected to be provided to the City by January. He stated that the 1400 West, 100 South, 650 South, and Sand Hollow State Park second access projects are all currently in the design phase. Mr. DeMille added that construction of the four-court gym is scheduled for completion by December 22nd. Mayor Billings shared that Tiffani Wright indicated plans to host the alumni tournament on December 26th, contingent upon completion of the gym. She also noted receiving requests regarding the crosswalk at 870 West for north-south and east-west crossings. Mr. LeBaron explained that relocating the crosswalk was a well-supported decision and highlighted the importance of adhering to strict standards governing crosswalk placement.

DRAFT

Gary Cupp announced that next week is the last Planning Commission meeting of the year. They have a good size agenda with seven items that could come to the Council meeting.

Dayton Hall updated the Council on a recent dog bite incident that had been reported in the media. He explained that Animal Control's investigation determined the incident was not isolated. Following the bite, the dog was quarantined and continued to display aggressive behavior. The owners were subsequently served notice that the dog would be euthanized, which they appealed. He reported that a hearing was held today before an administrative law judge to review the evidence. The judge ruled in favor of the City, and the dog will be euthanized. He added that the dog has remained in the City's custody since the incident.

6:00 p.m. - **Call to Order** –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer: Councilman Hirschi

Thought and Pledge: Mayor Billings

Declaration of any conflicts of interest

None declared.

Minutes of the Regular City Council Meeting for October 16, 2025, November 6, 2025, and Special Meeting November 18, 2025

Kevin Thomas motioned to approve the October 16, 2025, November 6, 2025, and November 18, 2025, minutes as written. Seconded by Drew Ellerman. Motion carried unanimously.

Public Forum – Comments From Public

OLD BUSINESS

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

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. "The Council first reviewed this item on November 20th. At that time, it was continued with recommendations to remove the automatic update clause, adjust the fee by taking the difference between the current fee and the recommended fee, dividing that amount in half, and adding it back to the current fee, and to require the item to return to the Council for review in one year. These revisions have now been incorporated into the resolution, and the updated exhibits are presented for consideration."

Larry Palmer showed the valuation table "Exhibit B" that was updated he explained how the fees were calculated. He then showed the chart showing the 1997 fees compared to the 2021 fees and what the difference between them is.

DRAFT

Kevin Thomas motioned to approve Resolution 2205-39 Updating Building Permit Fee Calculations. Seconded by Clark Fawcett. Motion carried unanimously.

NEW BUSINESS

1. Consideration and possible approval of City sponsorship for the Hurricane Utah Farmer's Market

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “The Hurricane Utah Farmers Market, now entering its sixth year, is requesting City sponsorship for the 2026 season, including a waiver of rental fees and access to a pedestal power connection for the market musician at no cost. The market will operate on Saturdays from March 7–November 21, excluding April 4 (Easter Car Show) and September 5 (Peach Days). The manager also requested that business license requirements be waived for vendors; however, staff does not support this, noting that vendors operating exclusively at the market do not need a license, but those conducting business outside the market do.”

that the market generated more than $240,500 in sales last year. She noted that $7,000 was available through the food assistance program, with $400 utilized in the senior market nutrition program, and that the market supports approximately seventy-five small businesses. She added that the market provides fresh, locally sourced food to the community and has helped four, soon to be five, vendors grow into independent businesses. Mayor Billings thanked Mrs. Spendlove for her efforts in organizing and supporting the market.

Kevin Thomas motioned to approve City sponsorship for the Hurricane Utah Farmer’s Market. Seconded by David Hirschi. Motion carried unanimously.

Joseph Prete motioned to go into a Public Hearing at 6:15 pm. Seconded by Kevin Thomas. Motion carried unanimously.

2. Public Hearing to take comments on the following;

a. Proposed amendments to the 2025-2026 Fiscal Year Budget
b. A Sensitive Land Application for an 80 lot single family subdivision located at 400 N 2800 West
c. The proposed creation of the ZRMC Public Infrastructure District
d. Secondary Water Impact Fee Facilities Plan, Impact Fee Analysis, and an increase to secondary water impact fee

No comments.

Kevin Thomas motioned to go out of Public Hearing at 6:16 p.m. Seconded by David Hirschi. Motion carried unanimously.

3. Consideration and possible approval of Resolution 2025-42 approving and adopting amendments to the 2025-2026 budget - Paige Chapman

Mayor Billings read the following summary written by Paige Chapman that was provided in the packet. “Most of these amendments are due to increased revenues, such as interest, grants, and scholarships. When we increase revenues on the general fund side we have to make equal increases on the expense side. Majority of the increased expenses are due to personnel related items like Police being down employees which means overtime goes up, building department had some changes last FY and needing to adjust the budgeting process to reflect that, and in Recreation more credit cards are being used to pay for programs and equipment. More credit card usage means we have to pay more fees. Some of the bigger items outside of the General Fund is the Parks Impact fund due to more impact fees being collected, Fund 43, 47, 49, 50, and 51 due to earning more interest. We’ve also had some big grants with big projects. The Pressurized Irrigation Fund and Water Funds have ongoing pressurized irrigation expansion and AMI (Meters) project that are mostly reimbursed. Drainage Fund just finished up the Frog Hollow Dam that was also a small cost share with reimbursements. We are planning on transferring $3 million from the general fund to the City Campus fund. We were over the audit threshold of 35% of expenses that we are allowed to keep in our fund balance, so this will help us be in compliance. The Golf Fund will also be moving some money in the Golf Equipment fund to help the maintenance department having equipment when needed, while paying the fund back to help purchase equipment in the future.”

Paige Chapman reviewed the purpose of each fund included in the budget amendments. Mayor Billings noted that the City should be receiving additional funding from NRCS. Mrs. Chapman explained that revenue and corresponding expenses were added to the Police budget to account for a victim advocate position funded by a grant. While staff believes this funding will be ongoing, it is currently approved as a one-year grant. Mayor Billings mentioned that LaVerkin has utilized a similar program for some time and has consistently received renewed grant funding. Kaden DeMille expressed confidence that the grant will continue, noting it has been funded for several years. Councilman Prete confirmed that the proposed amendments are routine. Mrs. Chapman clarified that the only amendment differing from prior practice is a $3 million transfer from the General Fund to the City Campus Fund. She explained that the City is intended to maintain reserves equal to 35 percent of expenses and that current reserves exceed this level. As a result, the City could receive an audit finding for retaining excess funds. Councilman Fawcett added that grant revenues cannot be included in the budget until they are formally received. Mr. DeMille noted that while recent years have benefited from unusually strong interest earnings, staff does not want to rely on that revenue in case conditions change in the future.

Clark Fawcett motioned to approve Resolution 2025-42 approving and adopting amendments to the 2025-2026 budget. Seconded by Drew Ellerman. Motion carried unanimously by a roll call vote.

Mayor Billings explained that any increase in funding for Wreaths Across America would need to be included in the next round of budget amendments. Councilman Thomas stated he preferred not to increase the amount, noting that the City has already made a contribution.

Mayor Billings suggested waiting and exploring additional support by reaching out to other potential contributors.

4. Consideration and possible approval of a Preliminary Plat and Sensitive Lands Application for Paraiso Phase 15-18, an 80 lot single family subdivision located at 400 N 2800 W; File No. PP25-10 and HIL25-02; JP Excavating, Applicant; American Land Consulting and Tony Carter, Agent.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is applying for a 80 lot single family subdivision located along 2800 W between the Paraiso and Sky View developments. The zone change and PDO were approved in 2022 as "Frei Residential PDO". Due to hillsides in the area, a sensitive lands application has been submitted, and therefore requires City Council approval, even though the Planning Commission is typically the approval authority for preliminary plats. Hurricane City Code section 10-24-4(B) assigns the authority to approve developments located within sensitive lands to the City Council. This delegation of authority is also consistent with Utah Code §10-20-806.2. The Planning Commission had no substantial discussion on the item. Since the request adequately meets the required considerations for and voted unanimously to recommend approval of the zone change by the City Council subject to staff and JUC comments. As permitted by the sensitive lands and hillside ordinance section 10-24-3 of the City Code, the applicant has proposed an alternative solution that protects the sensitive lands by reducing the originally proposed number of lots, and designing the development to avoid the steep terrain. The alternative was reviewed by the engineering and planning departments and found to be based on sound and generally accepted engineering and land development principles. Therefore, the alternative is expected to result in equal or better protection of the sensitive lands. The alternative design is also found to be consistent with the general plan policies affecting sensitive lands. From Arthur LeBaron: The City needs to secure an additional easement along the frontage of 2800 West from Middon LLC for the power transmission line that is planned to extend from 600 North and down South past 3000 South. Approval of the project should be subject to the acquisition of this easement. Staff recommends approval."

Gary Cupp explained that the original application included a design that impacted sensitive land; however, it has since been revised to affect only a small area. Two lots located on the slope were removed, and an engineered plan has been provided to properly address the terrain.

Clark Fawcett motioned to approve the Preliminary Plat and Sensitive Lands Application for Paraiso Phase 15-18 subject to a fifteen-foot easement for the powerline. Seconded by Joseph Prete. Motion carried unanimously.

5. Consideration and possible approval of Resolution 2025-43 of the City Council of Hurricane City, Utah, providing for the creation of ZRMC Public Infrastructure District as an independent body corporate and politic: authorizing and approving a governing

document, an interlocal agreement, and a notice of boundary action; and related matters -Western Mortgage & Realty Company

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. “Western Mortgage and Reality Company has petitioned the City Council to authorize the creation of a PID for the Zion Regional Medical Center (“ZRMC”). The property proposed to be subject to the ZRMC PID is approximately 39.5 acres within the existing Gateway PID. A governing document for the ZRMC PID that is acceptable to the applicant, the City staff, and the City’s PID legal representation has been created and is included in the Council’s packet for the Council’s review and approval. Based on prior discussions with the Council, the governing document includes the following summarized provisions: Improvements financed by the PID will be limited to medical buildings and supporting infrastructure. Improvements permitted to be financed by the PID will include, in addition to public infrastructure to be dedicated to the City, private improvements that will not be dedicated to the City. Considering the overlapping PIDs, the aggregate limit (for both PIDs) is 0.015 per dollar of taxable value of taxable property. No debt may be issued by the PID on or after June 19, 2030, and if a building permit is not issued on the property by that date, the PID must be dissolved. The applicant has not provided additional financial information as discussed in the last work meeting, so the plan of finance is still unclear. However, given that the property will not be subdivided and will not have any residential component, the City staff are not overly concerned that the plan of finance is not fully developed.”

Tyler King with Snow Jensen & Reese explained that the rest of the working group had prior commitments and were unable to attend the meeting. Councilman Prete asked what the highest mill levy previously approved by the City had been. Aaron Wade with Gilmore Bell stated that the City had approved 10 mills for Coral Junction, while other districts are at 4.5 mills. Councilman Prete then asked how this would affect the property tax rate. Mr. Wade explained that the aggregate rate for Hurricane is about 7 mills, so this would effectively triple the rate for the area in question. He noted that some cities have recently received notices from their auditors requiring justification for the components of approved PIDs. To address this concern, he suggested that the City could make the District self-appointing, which would eliminate reporting requirements for the City. Kaden DeMille stated that the auditor’s notice was unexpected, as the City has always been advised that PIDs remain off its books. He confirmed that staff will coordinate with Gilmore Bell to address the requirement. Mr. Wade recommended that any motion approving the PID could be made subject to final revisions by the City Manager and City Attorney. Dayton Hall asked how making the board self-appointing would differ from the current procedure. Mr. Wade explained that under the Governing Document, the Board of Trustees is currently appointed by the City Council, but it could be changed so the Board appoints its own members. Mr. Hall stated that if the Council intends to approve the PID, he would support Mr. Wade’s recommendation to make the motion contingent on implementing this change, noting that it is prudent to keep the district off the City’s books.

DRAFT

Councilman Prete noted that projects do not always go as planned and asked what would happen if the hospital project fails and the PID no longer makes sense. Mr. Wade explained that Mr. Hall structured the agreement so that its expiration is tied to the expiration of the height variation. If the hospital is not completed by that time, the District would be dissolved. He added that other provisions also tie the PID specifically to the hospital, preventing it from being used for unrelated developments. Councilman Fawcett asked what would happen if the project began but then failed. Mr. Wade acknowledged that this is always a risk. While investors could lose part of their investment, the City itself would not bear the loss. When asked who would absorb the loss, Mr. Wade explained that the Governing Documents limit the District's ability to issue bonds to a 31-year term, but allow up to a 40-year tax imposition period from the first issuance. This means that if payments were not made for several years, the County could foreclose on the property and sell it at auction to recover funds.

Councilman Prete noted that this project would overlap two PIDs and expressed concern about potential conflicts between the two districts. He asked what assurances exist that responsibilities are clearly defined and requested a timeline for the development and purchase of the land. Mr. King stated that an interlocal agreement has been prepared between the two districts, clarifying responsibilities: ZRMC is responsible for hospital-related improvements, while the Gateway District is responsible for the infrastructure leading to the hospital. Mayor Billings noted that the hospital will not purchase any property until all agreements are finalized. When asked about the timing of the purchase, Mr. King explained that it is contingent on PID approval. Councilman Prete asked Brent Moser from the Gateway District if he had any comments. Mr. Moser stated that the teams have been working on this for months and are confident that outstanding issues can be resolved. He confirmed that they are actively advancing the necessary infrastructure. Councilman Prete questioned whether the mill levy needed to be set so high, noting that it represents a 50% increase over previous PIDs. Kirra from DA Davidson explained that ZRMC is requesting 10.5 mills, with the aggregate 15 mills representing the combined total between the two Districts. She added that she would need to speak with the sponsor to see if the rate could be lowered. Mr. Wade noted that PID debt would only cover part of the project, so reducing the mill levy would require borrowing additional funds under less favorable terms. Councilman Prete asked if any other PIDs in Southern Utah have a limit of 15 mills. Mr. Wade stated that the only similar PID he is aware of is Black Desert at 10 mills, though in Provo, a medical school PID was approved at 15 mills under comparable circumstances. Councilman Fawcett noted that for residential PIDs, the cost is passed on to homeowners, but in this case, it will be the same property owner, making it a more favorable rate for them. Councilman Prete asked what would happen if the project fails and the property is converted to residential—would the owner be stuck with the higher rate? Mayor Billings clarified that the Council would need to approve any changes. Mr. Wade added that under state law and bond documents, property cannot be removed from the District until any issued bonds are repaid. He also noted that it is common to have a separate agreement between the City and the developer specifying that no other uses would be approved once the bonds are issued.

DRAFT

Drew Ellerman motioned to approve Resolution 2025-43 providing for the creation of ZRMC Public Infrastructure District subject to revisions to the governing documents removing the reporting requirements, making the Board self-appointing, and removing the requirement for specific bond counsel and municipal advisors, in a form that is approved by Gilmore Bell and City Attorney Dayton Hall. Seconded by Clark Fawcett. Motion carried with Joseph Prete, Drew Ellerman, Clark Fawcett, and Kevin Thomas voting aye. David Hirschi abstained.

Karl Rasmussen reported that he has been coordinating with staff on an easement needed to bring the first phase of power in front of the bowling alley. He submitted the easement to facilitate the connection, noting that this is the initial phase required to extend the transmission line.

6. Consideration and possible approval of Ordinance 2025-23 Approving a Secondary Water Impact Fee Facilities Plan, a Secondary Water Impact Fee Analysis, and an updated Impact Fee for secondary water -Ken Richins

Mayor Billings read the following summary written by Ken Richins that was provided in the packet. “On June 15, 2023, Hurricane City Council adopted an impact fee for secondary water. As the city continues to grow at a rapid pace it is necessary for the Hurricane City secondary impact fee to be updated. Most of our current secondary impact fee is concentrated on the older part of the city and preparation for future use of reclaimed water. The updated impact fee concentrates on three separate areas. The canal company service area south to 1500 South, the Gateway PID area near Dixie Springs/Sand Hollow, and the rest of Hurricane City excluding the east bench and west of the Virgin River. In the excluded areas, it would be difficult to serve, and we hope they will concentrate on some type of desert landscaping. Glen Carnahan from Alpha Engineering will be present at the City Council meeting to present the updated plans and answer questions. On 12/2/24 the Capital Facilities Plan and the Impact Fee Analysis were presented to the Hurricane City Water Board for a recommendation to the City Council. The motion to recommend the City Council adopt the updated facilities plan and impact fee was unanimous by the voting members in attendance. I personally want to recommend that the City Council adopt the new impact fee schedule.”

Glen Carnahan with Alpha Engineering explained that the major changes to the impact fee are primarily driven by modifications to the District’s regional reuse plan, which outlines how secondary water will be provided. The previous plan did not require additional water sources, but growth in the area has created a need. They have divided the service area into three zones, which the Council discussed in detail. The existing canal area carries the lowest rate, while the Sand Hollow service area has the highest. Mr. Carnahan explained that while some areas will pay a lower fee for infrastructure, they will incur higher fees to the District for water acquisition. Councilman Prete asked about monitoring the three zones, and Ken Richins stated that it will be consistent with the Water Department’s current practices. Mayor Billings noted that a chart has been created to outline the schedule for each area. Mr. Richins added that if the City takes over and manages it properly, it could result in cost savings for citizens. Mac Hall noted a few changes that seemed necessary for the Canal Company, but Mr. Carnahan

confirmed those issues have been resolved, so he has no major concerns. Kaden DeMille confirmed that the numbers presented are exact and not rounded, unlike what was previously shown to the Water Board. He also noted that the documents referenced one bond but not another. Mr. Carnahan clarified that the second bond does not need to be included, as it is a new bond and would not require crediting.

David Hirschi motioned to approve Ordinance 2025-23 Approving a Secondary Water Impact Fee Facilities Plan, a Secondary Water Impact Fee Analysis, and an updated Impact Fee for secondary water. Seconded by Kevin Thomas. Motion carried unanimously by a roll call vote.

7. Consideration and possible approval of a reimbursement agreement with RanLife Homes Cordero LLC and Kobalt Dev Group, LLC for the purchase of 2400 West - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. “RanLife Homes Cordero LLC and Kobalt Dev Group, LLC have requested a reimbursement agreement for system improvement costs. The items under consideration for this agreement include costs for surveying, appraisal work, and property acquisition for the right-of-way of 2400 West. This right-of-way is necessary for roadway improvements that provide for a regional second access to support developments that have been approved and are anticipated to be approved in the near future. Since the expenditures are for a master planned roadway that will serve multiple developments, the applicant is eligible to reimbursement for the costs listed. The amount is $261,576. Staff recommends approval of the reimbursement agreement.”

Arthur LeBaron commented that the master plan serves as a framework for guiding development. He noted that the developers have put significant effort into bringing the projects to this point and expressed his appreciation for their work. Councilman Ellerman confirmed that these are all impact fee vouchers and that the City is not issuing any direct payments.

Kevin Thomas motioned to approve the reimbursement agreement with RanLife Homes Cordero LLC and Kobalt Dev Group, LLC for the purchase of 2400 West. Seconded by David Hirschi. Motion carried unanimously by a roll call vote.

8. Consideration and possible approval of local consent for a bar establishment at Pecan Valley Resort

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “Pecan Valley Resort received a full-service restaurant liquor license in August 2024, limited to the first floor, to allow the City to monitor for any issues before considering approval for both levels. Since then, no violations or concerns have been reported. The applicant is now requesting local consent to establish a bar on the second level of the clubhouse. State regulations prohibit anyone under 21 from entering the bar area and restrict alcohol from leaving designated zones. Provided these regulations are followed, staff has no concerns with

the Council granting local consent. One consideration for the Council is that this would become the only bar establishment within Hurricane City."

Samantha Gurgong was present to represent the applicant. Councilman Fawcett noted that when the application was first presented, the Council had expressed a desire to keep alcohol separate from areas designated for children and confirmed that this would remain the case. Councilman Thomas stated that he is not in favor of bars in the area. While he understands the need for restaurants to serve alcohol, he does not believe it is appropriate in a recreational resort setting. Councilmen Hirschi and Ellerman agreed. Councilman Prete commented that the staff summary discussing the prior alcohol license at this location suggested a trial period for the existing license, which does not match his recollection. He noted that Hurricane is a family-friendly community and that alcohol should not be intermixed with kid-focused areas. Dayton Hall explained that while State code requires local consent, it does not provide specific parameters. However, best practice is to provide reasonable justification if the Council chooses not to grant local consent for the application.

Kevin Thomas motioned to deny local consent for a bar establishment at Pecan Valley Resort based on the finding that it is not an appropriate place for a bar as explained in the Council's discussion. Seconded by Joseph Prete. Motion carried unanimously.

9. Consideration and possible approval of Resolution 2025-41 Amending and Adopting Land Use Application Fees

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The Planning Department proposes to update the City's fee schedule for the purpose of adding land use and zoning permit categories that are currently not included on the schedule. The planning department has application fees that are routinely collected that are not shown on the fee schedule. Conversely, there are applications that are being processed without charge because a fee was never established. These fees are now being proposed to be added to the fee schedule. Lastly, it is recommended that the land use fees be increased to the general level of those of other jurisdictions in the local area. Staff recommends approval of the proposed adjustments to the fee schedule."

Gary Cupp explained that some fees are currently collected but not listed on the official fee schedule, while other applications are reviewed without a fee being collected. He then reviewed each of the fees in detail. Mayor Billings asked how long it takes to review each type of application. Mr. Cupp noted that this is difficult to determine because three different departments are involved, in addition to taking the mylar to the recorder's office. Councilman Ellerman agreed, stating that the recommended fees are reasonable. He added that while some applications may require several hours to process, others are quicker, so using an average makes the most sense. Mr. Cupp also presented an analysis showing that departmental revenues are currently less than their expenses.

Drew Ellerman motioned to approve Resolution 2025-41 Amending and Adopting Land Use Application Fees as shown. Seconded by Joseph Prete. Motion carried unanimously.

DRAFT

10. Consideration and possible approval of the 2026 Annual Meeting schedule

Joseph Prete motioned to approve the 2026 Annual Meeting schedule. Seconded by Drew Ellerman. Motion carried unanimously.

11. Mayor, Council, and staff reports

Councilman Ellerman reported that the Fire District met on Monday and approved a $12 million budget. During the same meeting, they also approved a budget amendment, generating over $2 million by sending crews out of state to assist with firefighting efforts. He expressed support for deploying the wildfire units, noting that it helps save money for taxpayers. He added that the State recently passed a tax, so the property tax previously approved for the Fire District will be reduced by next year.

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

A closed meeting was not held.

Adjournment: Kevin Thomas motioned to adjourn at 8:14 p.m. Seconded by David Hirschi. Motion carried unanimously.

DRAFT

HURRICANE CITY
UTAH

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: Item continued from 12/18/25. 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. At the 12/18/25 city council meeting, Councilman Fawcett suggested that the item be continued to allow the applicant to submit a development plan detailing what he proposes to use the property for. The applicant's engineer has submitted a concept (see attachment in packet) for a contractors yard to store construction and industrial equipment. Also proposed is the future construction of a 1,600sf shop building. According to the applicant, the purpose of the request is to continue to use the site for storage of his construction and industrial equipment. 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 area 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

Hurricane City Application

Application Accepted Date: 11/24/2025

Type of Improvement: Zone Change Application

Description: Change zoning to M-1

Tenant / Project Name: Zone Change - 7 Acres 2300 S

Bldg. Address: 2300 S 1100 W

City: Hurricane City State: UT Zip: 84745

Subdivision: Phase: 1

Block: Lot #: Parcel ID #: H-3-2-10-3391

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

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	500.00
Planning Fee	$	500.00
Sub Total:	**$**	**500.00**
Permit Total:	**$**	**500.00**
Amount Paid:	**$**	**200.00**
Remaining Due:	**$**	**300.00**

APPROVALS	DATE	INFO

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 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: Treasa Anderson

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 248544263-11/11/25

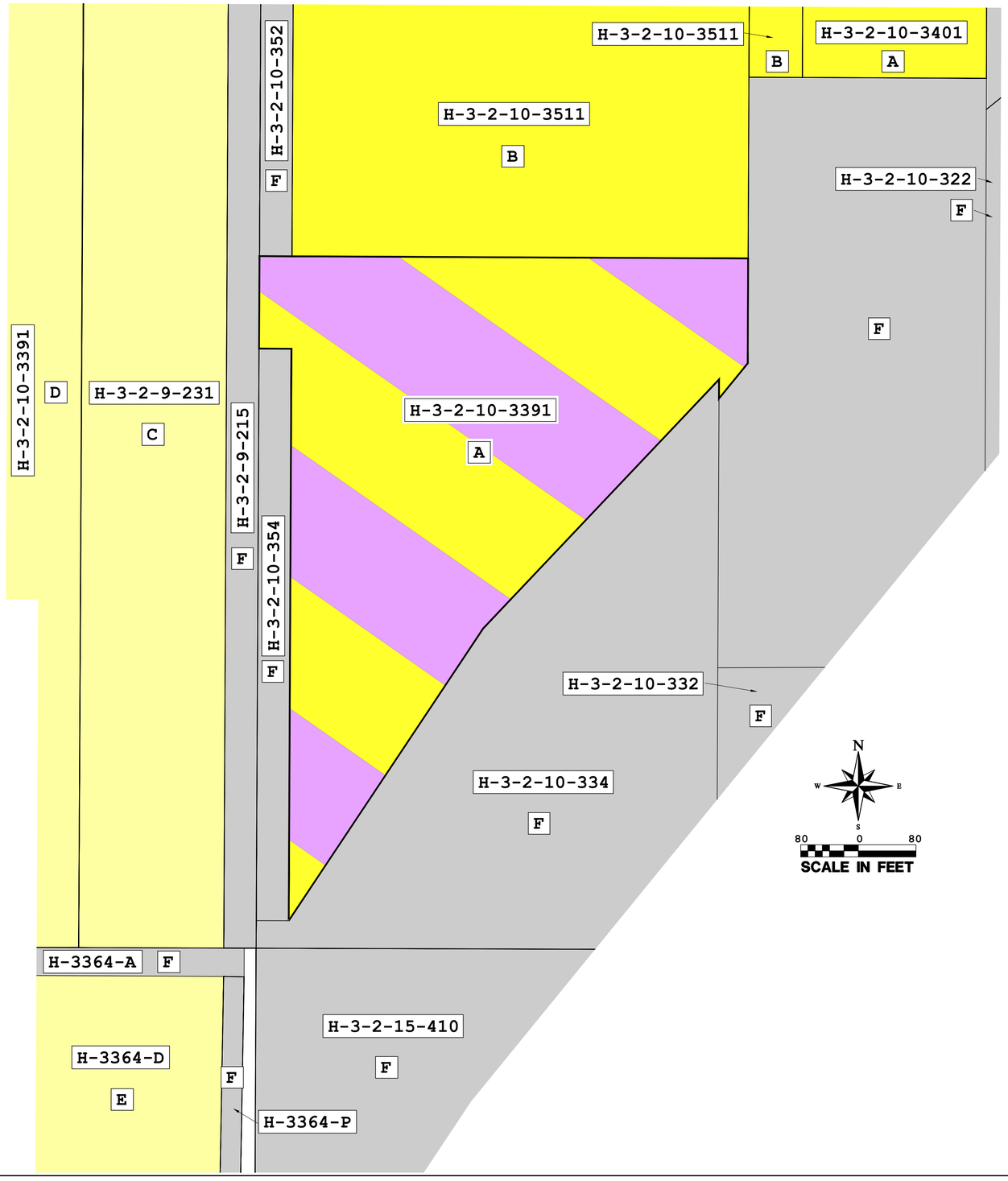
DRAFT

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

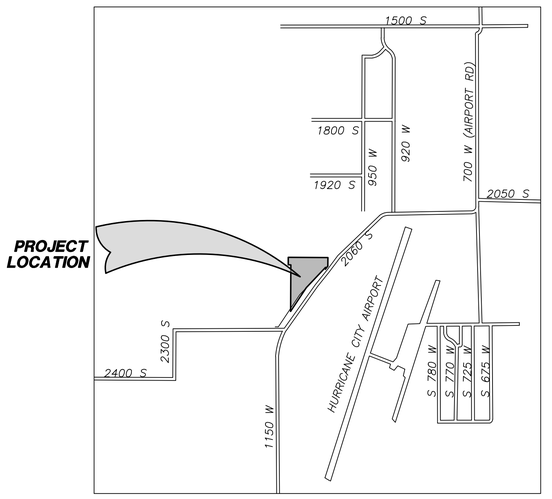
PROPERTY LINE
ADJACENT PROPERTY LINE

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



VICINITY MAP
N.T.S

COPYRIGHT © 2023 PROVALUE ENGINEERING INC.

NO	DESCRIPTION	DATE	BY
	REVISIONS		

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:	1 OF 1

335-041 LIGHT INDUSTRIAL ZONE CHANGE MAP 11-24-25.DWG

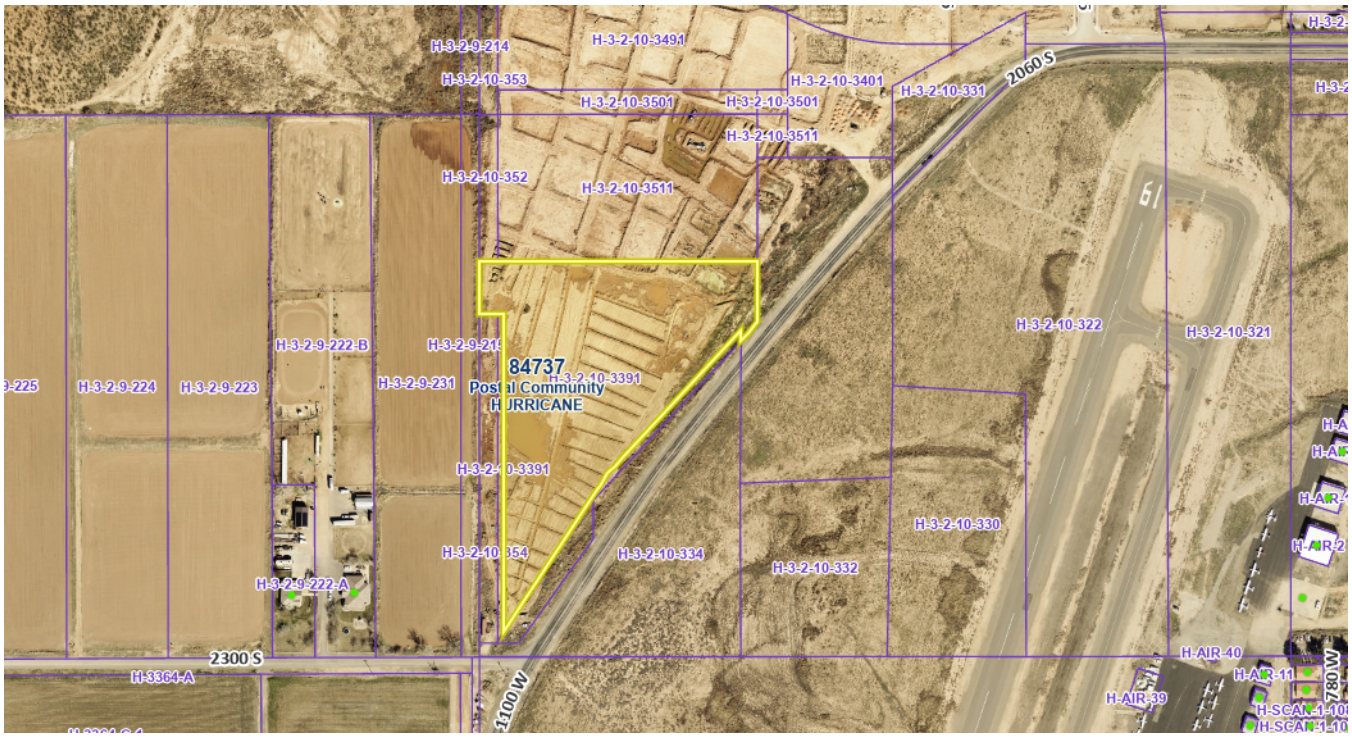
PLANNING & ZONING
HURRICANE CITY
UTAH

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*

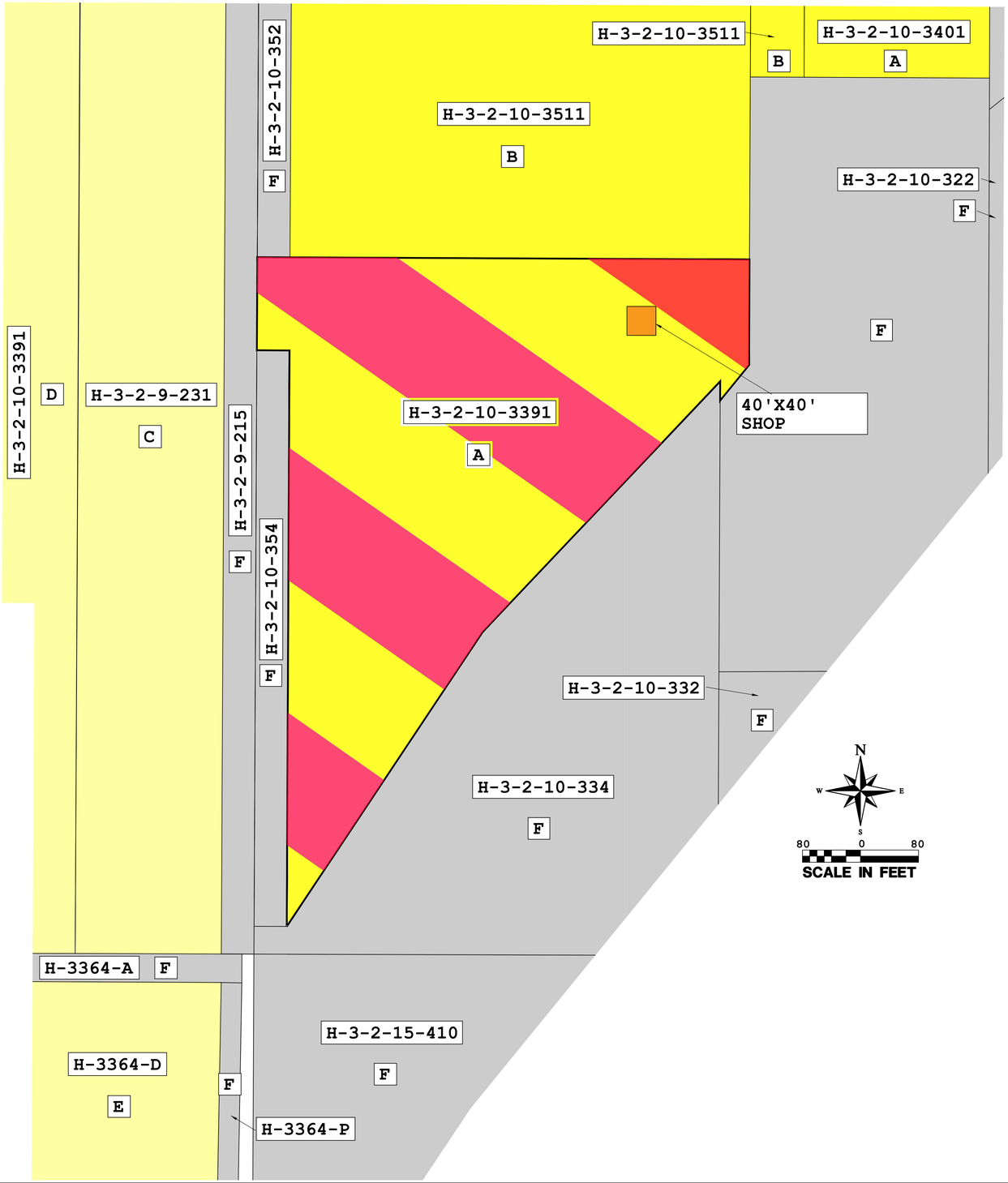
Findings:
Staff makes the following findings:

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.

CONCEPT MAP FOR:
SCOTT STRATTON

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



N
W E
S
80 0 80
SCALE IN FEET

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

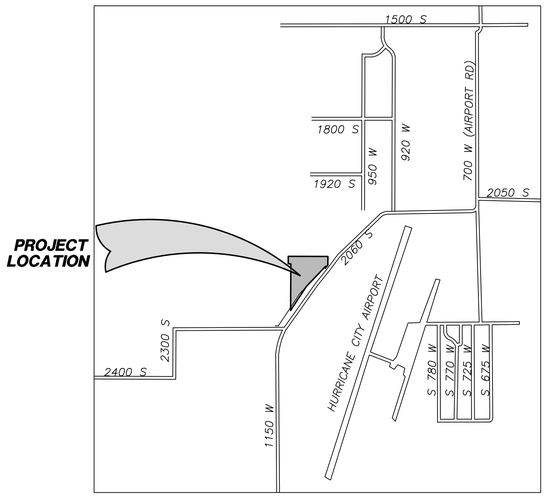
PROPERTY LINE
ADJACENT PROPERTY LINE

ZONE LEGEND:

RA-0.5: RESIDENTIAL AGRICULTURAL – 2 UNITS PER ACRE
RA-1: RESIDENTIAL AGRICULTURAL – 1 UNITS PER ACRES
PUBLIC FACILITY
STAGING AREA OF CONSTRUCTION EQUIPMENT
ZONE CHANGE TO M-1: LIGHT INDUSTRIAL

OWNER:

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



VICINITY MAP
N.T.S

COPYRIGHT © 2023 PROVALUE ENGINEERING INC.

NO	DESCRIPTION	DATE	BY

REVISIONS

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

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

DATE	1/7/2026
SCALE	1"=80'
JOB NO.	335-041
SHEET NO:	1 OF 1

335-041 LIGHT INDUSTRIAL CONCEPT MAP 1-7-2026.DWG

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 15th day of January 2026.

Hurricane City

_____
Clark Fawcett, 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 15th day of January 2026. 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
Lynn Excell	___	___	___	___
David Imlay	___	___	___	___
Joseph Prete	___	___	___	___
Drew Ellerman	___	___	___	___

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

HURRICANE CITY
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:

Hurricane City Application

Application Accepted Date: 09/10/2025

Type of Improvement: Zone Change Application

Description: Zone change in Conjunction with Final Plat Amendme

Tenant / Project Name: 2.71 ACRES

Bldg. Address: 100N 2770W

City: Hurricane City State: UT Zip: 84737

Subdivision: Canyons RV Resort Phase: 1

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

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	150.00
Planning Fee	$	150.00
Sub Total:	**$**	**150.00**
Permit Total:	**$**	**150.00**
Amount Paid:	**$**	**150.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

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

DRAFT

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

PLANNING & ZONING
HURRICANE CITY
UTAH

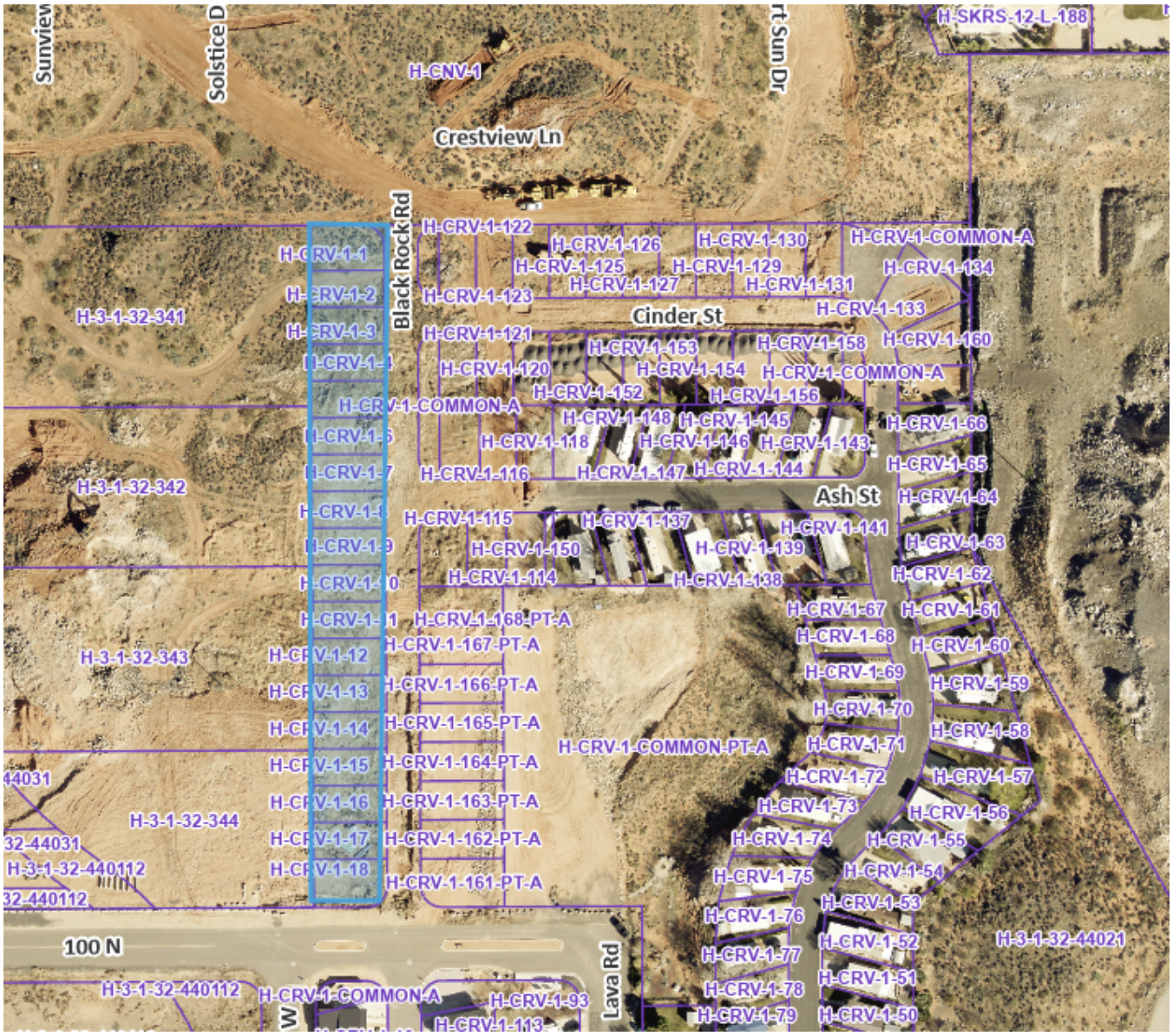
STAFF COMMENTS

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



Vicinity Map

Zone Change Factors:

When reviewing a zone change the Planning Commission must consider the following, as per Hurricane City Code (HCC) 10-7-7:

> *Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:*
>
> *1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

3. The extent to which the proposed amendment may adversely affect adjacent property; and

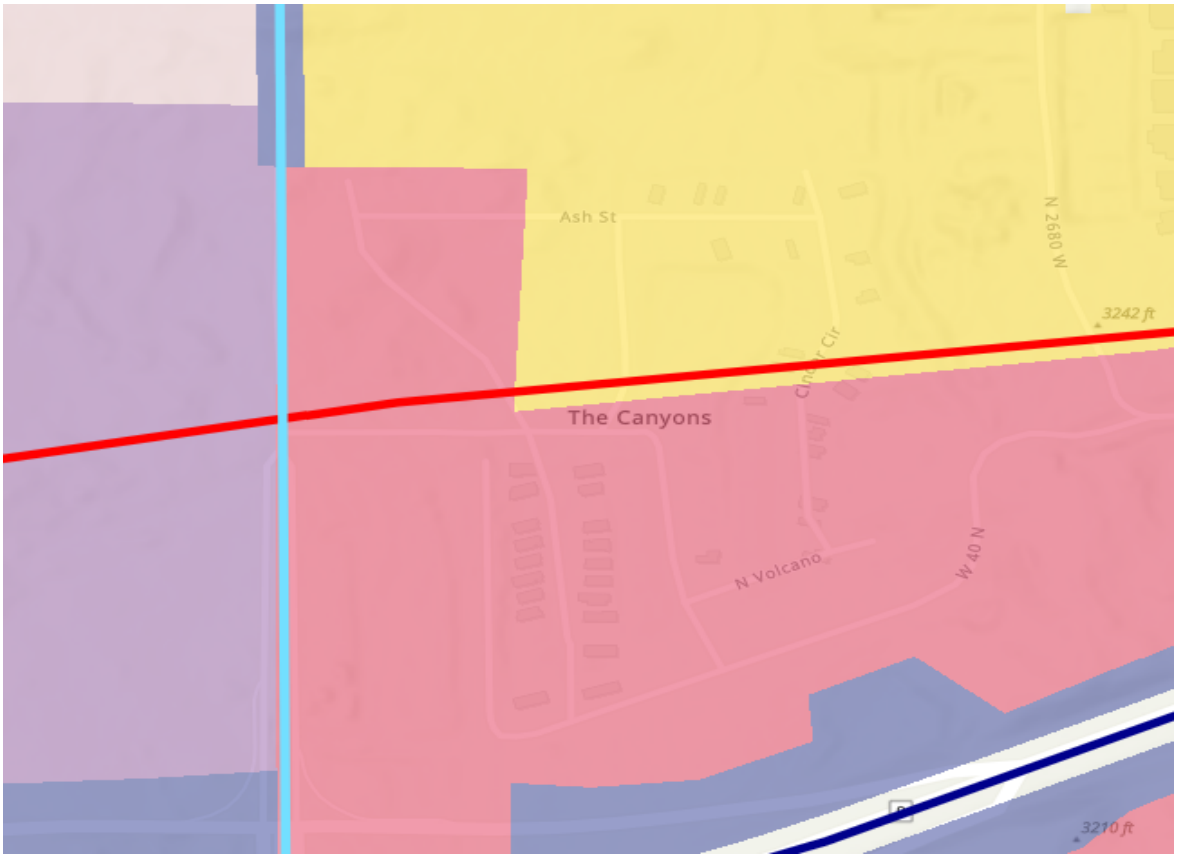
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

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

Response: 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.

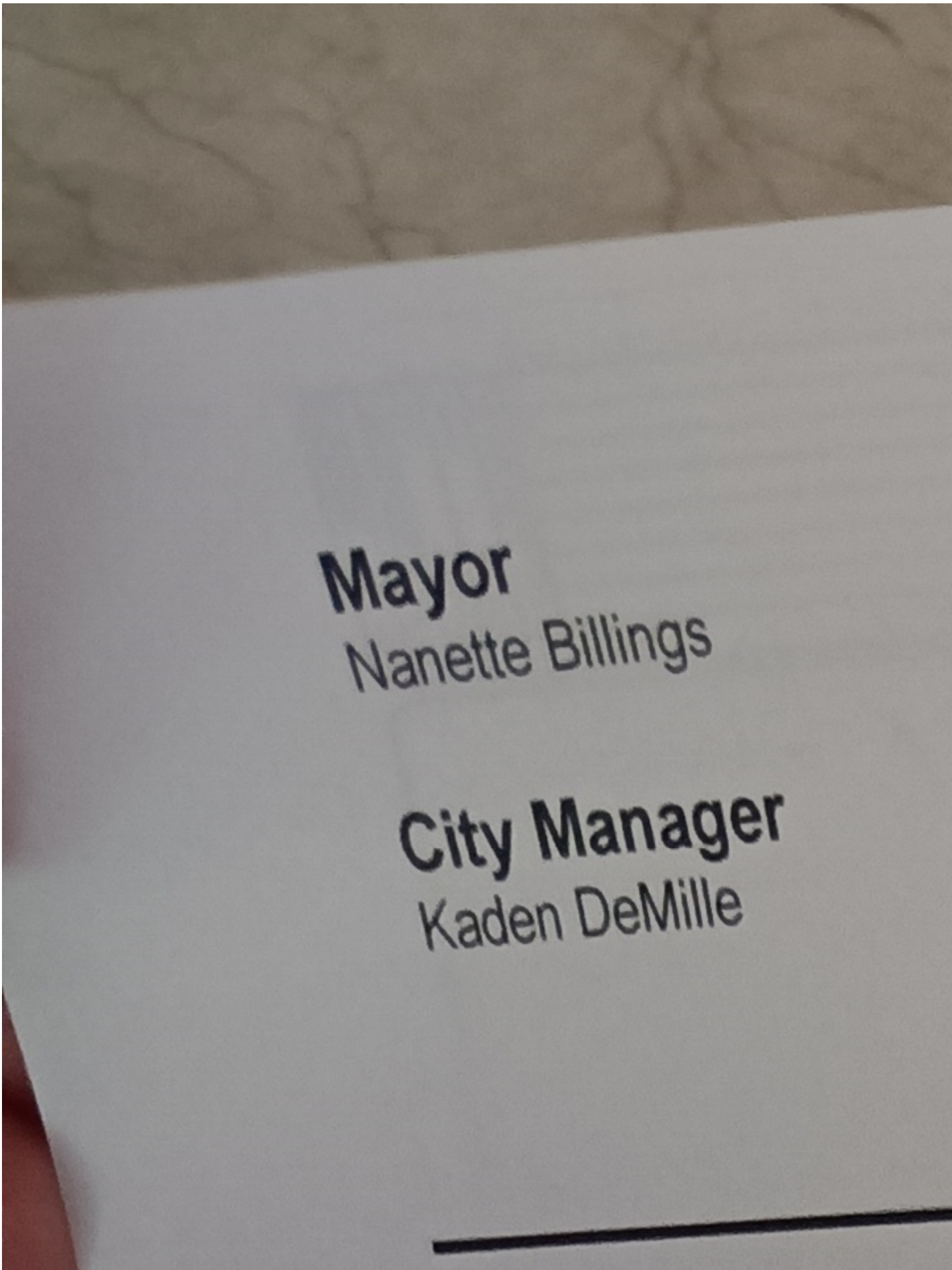
We appreciate the Commission's careful consideration of this matter.

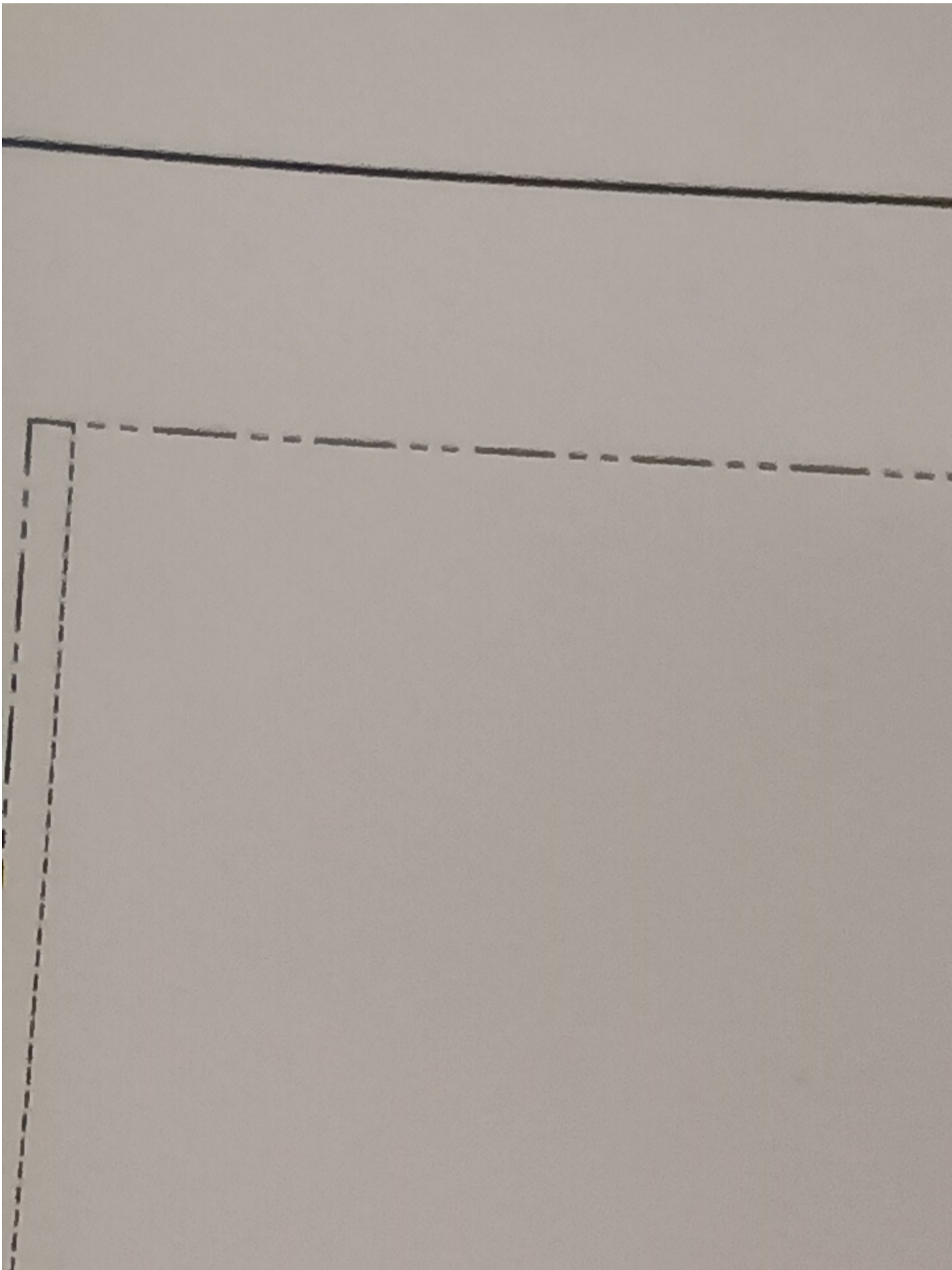
Ned & Jan Anderson

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
ahoo 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

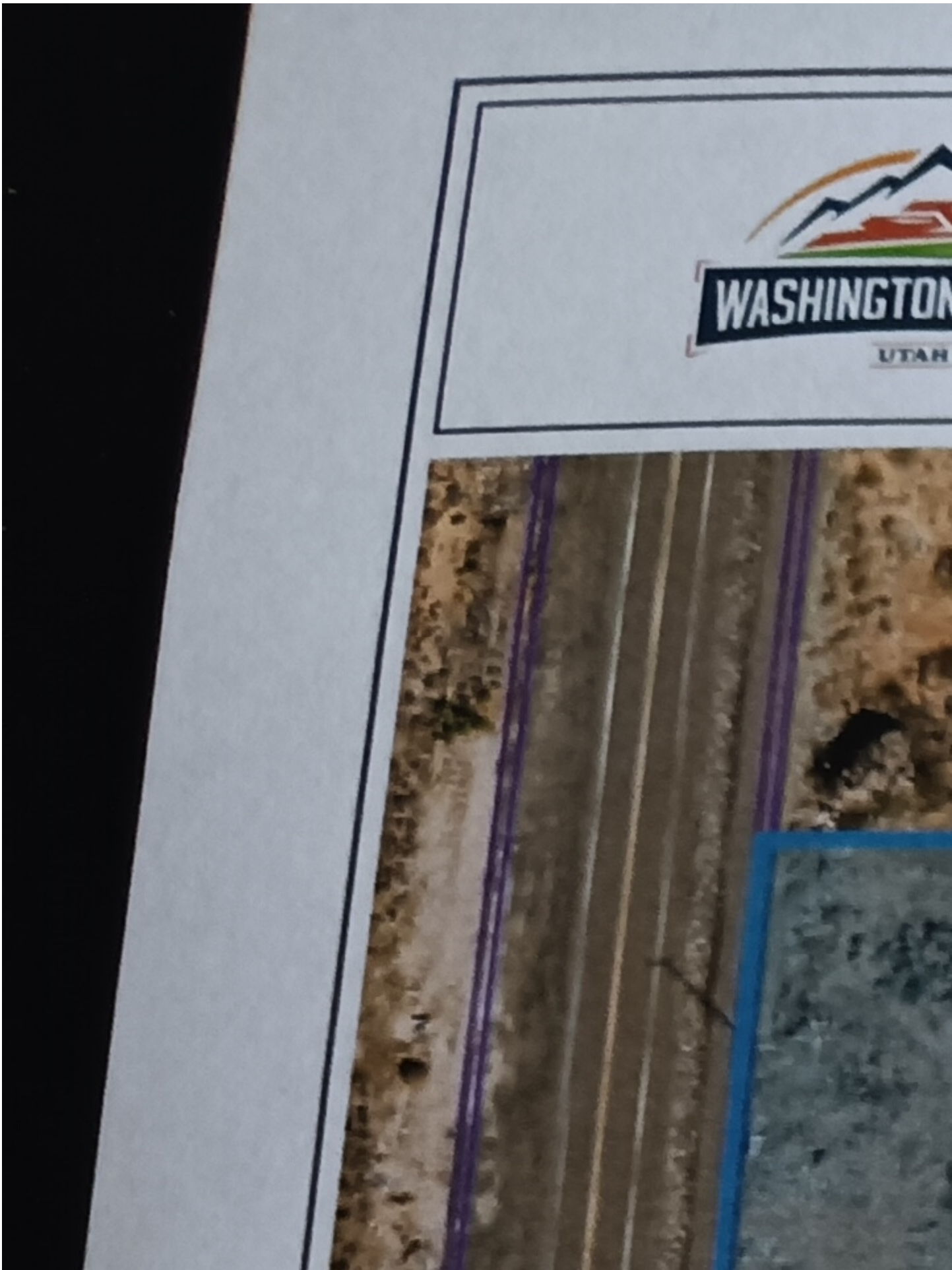
On Mon, Dec 2, 2024 at 11:05 AM, Kristina Williams <chevellestillrunning@yahoo.com> wrote:

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


WASHINGTON
UTAH

Nanette Billings

City Manager

Kaden DeMille

November 26, 2

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

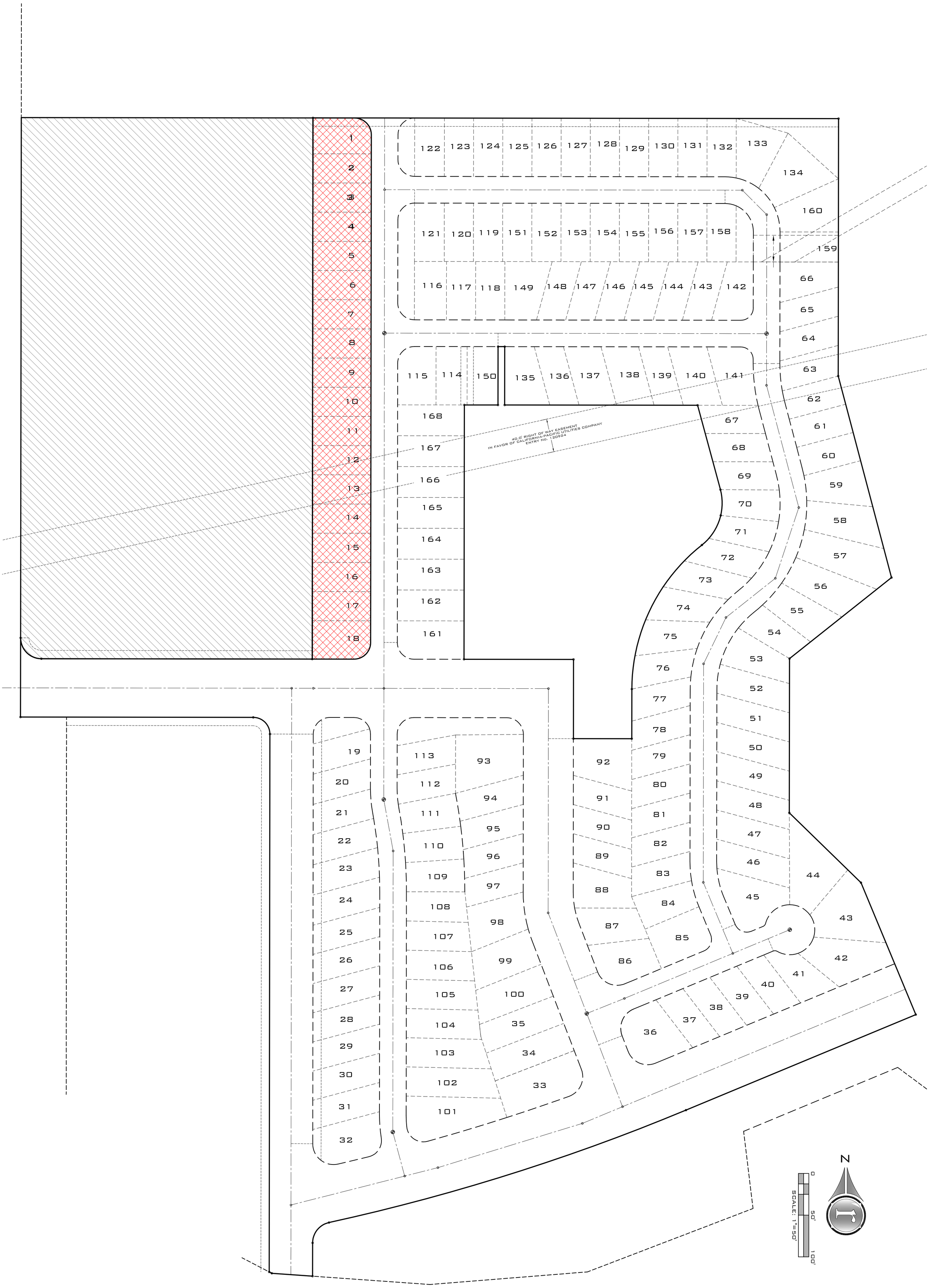


EXHIBIT
FOR
LOT 1-18 PLAT AMENDMENT
CANYONS RV
HURRICANE, UTAH

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
363 East Riverside Drive, Suite A-2 St. George, Utah 84790
PH (435) 673-8586 FX (435) 673-8397
WWW.RACIVIL.COM

REVISIONS	DATE

DWG: Fplat
CHECKED BY: RMA
DESIGNED BY: JLW
JOB NO.: 10361-22-011
DATE: 10/21/2025

SHEET 1 OF 1 SHEETS

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

From:	Jay Hanson
To:	Council
Cc:	John Lawton; Jan Anderson; Arield Wasem; Steve Terry; Jay Hanson
Subject:	Canyons RV Resort question of approval of zone change
Date:	Tuesday, January 6, 2026 12:27:51 PM

Dear Hurricane City Council Members,

A member of the Canyons RV Resort board of directors recently spoke to a neighboring home owner. That neighbor indicated that he attends most city council meetings. He said that the city attorney had told the city council members that the Canyons RV Resort was in favor of the parcel, being represent by Joby Venuti (Western Real Estate), being rezoned from residential to commercial.

For the record, the Canyons RV Resort lot owners have not voted for or against this zone change, at this point in time.

I hope this note clarifies the current stance of the Canyons RV Resort (HOA).

Thank you for your consideration,
Jay Hanson
Board President
Canyons RV Resort(HOA)
79 Cinder St.
Hurricane, Utah 84737
tetonjay@silverstar.com
(208)709-6661

Sent from Jay's iPhone

From: Clark Fawcett
To: Cindy Beteag
Subject: Fw: Upcoming County fair and Your City
Date: Monday, December 22, 2025 2:16:07 PM

Get Outlook for iOS

From: Clark Fawcett <fawcett@hurricane.utah.gov>
Sent: Monday, December 22, 2025 2:15:37 PM
To: ruffinjudd@gmail.com <ruffinjudd@gmail.com>
Subject: Re: Upcoming County fair and Your City

I will be happy to put you on the agenda. Our only meeting in January will be the 15th. It may be a long meeting so I may look at the February 5 meeting. I'll let you know when we get closer which meeting. Thank you.

Get Outlook for iOS

From: Ruffin Judd <ruffinjudd=gmail.com@hubspotstarter.hs-send.com>
Sent: Monday, December 22, 2025 2:11:38 PM
To: Clark Fawcett <fawcett@hurricane.utah.gov>
Subject: Upcoming County fair and Your City



Hello Clark,

Dear Members of the City Council,
We hope you're all doing well. Our names are Ruffin Judd and Brandon Ipson, and we're working with the Washington County Fair to strengthen its connection with our local communities and cities. We're writing to request a brief spot on one of your January or first-quarter city council agendas.
The Washington County Fair isn't just another event—it's the longest-running community event in our area, with roots going back to 1860, and it now generates an estimated **$5.8 million in economic impact** for our county. It's a huge opportunity to showcase your beautiful city, support local families and youth, and highlight the good things happening in your community.

We would love the chance to:

- Share the fair board's expectations for city and community involvement
- Discuss how the City and Fair can collaborate to increase resident participation
- Explore ideas for a city display/booth at the fair
- Coordinate simple, practical ways to get your schools, churches, and local groups involved

We are requesting about 10–15 minutes on an upcoming agenda to walk through these ideas and answer any questions. Our goal is to make participation easy, clear, and beneficial for both the City and your residents.
Thank you for your time and for all you do for our community. We'd be happy to provide any additional information you may need in advance of the meeting.

All the best,

Ruffin Judd
208-351-1413
ruffinjudd@gmail.com

Brandon Ipson
435-669-0332
brandonipson@yahoo.com

Washington County Fair, 5500 West 700 South, Hurricane, Utah 84737

Unsubscribe Manage preferences

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Purchase and Reimbursement Agreement for Water Rights and Infrastructure with Western Mortgage & Realty Company and Gateway at Sand Hollow Public Infrastructure District.

Discussion: This is a proposed three-way agreement between the City, Western Mortgage, and the Gateway PID. Western Mortgage will deed 1695.6 acre feet of water to the City, the PID will bond for the value of the water and pay Western Mortgage, the PID will also bond for the infrastructure costs to develop and use the water and pay the City that amount, and the City will collect secondary water impact fees from the PID area and pay down the PID bond as reimbursement. This is an opportunity for the City to acquire a substantial block of water and develop its secondary water system infrastructure, with the Gateway PID providing the financing. A more detailed memorandum is included in the Council's packet. – Dayton Hall

Findings:

Recommendation:

AGENDA ITEM SUMMARY

TO:	Hurricane City Council
FROM:	Dayton Hall, City Attorney
DATE:	January 8, 2026
RE:	Consideration and possible approval of Resolution 2026-05 amending the Governing Documents of the Gateway PID.

This item is for the proposed amendment to the governing documents for the Gateway at Sand Hollow PID Nos. 1, 2, and 3. The proposed revisions will (1) confirm the legal separation between the City and the PID to avoid issues recently raised by the Utah State Auditor and (2) modify the bonding ability of the PID.

I. LEGAL SEPARATION.

To confirm for financial reporting and bonding requirements that the Gateway PID is a separate and distinct entity that should not be referenced in the City's financial and audit reports, the proposed document includes the following revisions:

1. The removal of the provision requiring that the City Council appoint PID board members;
2. The removal of the requirement that the PID board submit annual reports to the City; and
3. The removal of the requirement that the PID utilize the City's bond counsel and the City's municipal advisor.

II. BONDING ABILITY.

Under the governing documents adopted in 2021, the bonding ability of the PID is limited to the lesser of a 0.0045 mill levy and $75 million. The PID has currently bonded for $40 million. The PID is requesting that the $75 million cap be removed, so the PID's borrowing capacity would be limited by only the 4.5 mill levy. The PID's position is that inflation since 2021 has made the $75 million cap unrealistic and the removal of the cap is necessary for the PID to finish the ongoing and planned infrastructure. In addition, the removal of the $75 million cap will allow the PID to finance the agreement for water right acquisition and infrastructure, as presented in the agenda item immediately preceding this one.

III. PACKET MATERIALS.

The Council's packet includes (1) the proposed resolution revising the governing documents; (2) the proposed redlined changes to the governing documents; and (3) a clean copy that incorporates the proposed changes.

Hurricane, Utah

January 15, 2026

The City Council (the "Council") of the Hurricane City, Utah (the "City"), met in regular session (including by electronic means) on January 15, 2026, at its regular meeting place in Hurricane City, Utah at 6:00 p.m., with the following members of the Council being present:

Clark Fawcett	Mayor
Drew Ellerman	Councilmember
Joseph Prete	Councilmember
David Imlay	Councilmember
Lynn Excell	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 January 15, 2026, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____ adopted by the following vote::

AYE:

NAY:

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

RESOLUTION 2026-06

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF HURRICANE CITY, UTAH (THE "CITY"), APPROVING THE AMENDED AND RESTATED GOVERNING DOCUMENT OF THE GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICTS NOS 1, 2, AND 3 (COLLECTIVELY THE "DISTRICTS") AND AN AMENDED AND RESTATED INTERLOCAL AGREEMENT RELATED THERETO; AND RELATED MATTERS.

WHEREAS, by a resolution adopted April 15, 2021, the City, as creating entity, previously approved the creation of the Districts as public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the City; and

WHEREAS, the Districts are governed in accordance with the PID Act and the terms of their governing documents and interlocal agreements approved on April 15, 2021, (collectively the "Original Governing Documents") and their interlocal agreements (collectively the "Original Interlocal Agreements") between the City and each District, dated April 15, 2021; and

WHEREAS, the City and the Districts desire to consolidate and replace the Original Governing Documents with an amended and restated governing document (the "Amended and Restated Governing Document") in the form attached hereto as Exhibit B, to remove the limitation on the amount of debt that may be issued by the Districts, permit the Districts to issue C-PACE debt, and make additional changes in connection therewith; and

WHEREAS, the City and the Districts desire to consolidate and replace the Original Interlocal Agreements with an amended and restated Interlocal Agreement (the "Amended and Restated Interlocal Agreement) in the form attached to the Governing Document attached hereto as Exhibit B, to reflect the same changes made to the Governing Document; and

WHEREAS, pursuant to the PID Act, a governing document may be amended by resolutions adopted by the creating entity and the applicable district approving such amendment; and

WHEREAS, it is anticipated that hereafter the District will adopt resolutions approving the amendments contemplated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the amendments contemplated herein, are hereby ratified, approved and confirmed.

2. The Amended and Restated Governing Document and the Amended and Restated Interlocal Agreement contained in Exhibit B, are hereby approved by the Council and such

amendments shall become effective upon adoption of resolutions by each District approving the same.

3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

4. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

5. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Hurricane City, Utah, this January 15, 2026.

HURRICANE CITY, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Board of the City adjourned.

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the undersigned duly qualified and acting City Recorder of Hurricane City, Utah (the "City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on January 15, 2026, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this January 15, 2026.

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 that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on January 15, 2026, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, 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) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 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 of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 15, 2026.

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

AMENDED AND RESTATED GOVERNING DOCUMENT AND
AMENDED AND RESTATED INTERLOCAL AGREEMENT (ATTACHED THERETO)

`

AMENDED AND RESTATED
GOVERNING DOCUMENT

FOR

~~THE~~ GATEWAY AT SAND HOLLOW
PUBLIC INFRASTRUCTURE DISTRICT ~~NO~~NOS. 1, 2, AND 3

HURRICANE CITY, UTAH

_____, 2025~~5~~6

District Creation Originally Approved April 15, 2021

Prepared by:
Snow Jensen & Reece, PC
St. George, Utah

TABLE OF CONTENTS

[Insert Table of Contents]

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Hurricane City Vicinity Map
EXHIBIT C	Initial District and Annexation Area Boundary Map
EXHIBIT D	Interlocal Agreement between the District and Hurricane City

I. INTRODUCTION

A. Purpose and Intent.

On April 15, 2021, the City Council of Hurricane City (the "City") adopted a resolution authorizing the creation of Gateway at Sand Hollow Public Infrastructure District Nos. 1, 2 and 3 (collectively, the "Districts") under the PID Act and Special District Act. The Office of the Lieutenant Governor of the State of Utah issued Certificates of Creation for the Districts on July 22, 2021. Subsequent to the creation of the District, the City adopted a resolution authorizing this Amended and Restated Governing Document, which fully amends, restates, and replaces the original Governing Document of each of the Districts.

TheThe District is an independent unit Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, itstheir activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the DistrictDistricts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the DistrictDistricts. The primary purpose of the DistrictDistricts will be to finance the construction of these Public Improvements. The District isDistricts were not being created to provide any ongoing operations and maintenance services.

B. Need for the DistrictDistricts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the DistrictDistricts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. FormationExistence of the DistrictDistricts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District'sDistricts' Governing Document.

This Governing Document is an amendment and complete restatement of the governing document originally approved by the City for each of the Districts, and is intended by the City and the Districts to supersede and replace any prior version of each District's governing document.

The City's objective in approving thethis amended and restated Governing Document for the DistrictDistricts is to authorize the DistrictDistricts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District.Districts. Debt in the amount of $40,000,000 has already been issued by Gateway at Sand Hollow Public Infrastructure District No. 1 ("District No. 1"), and additional debt is anticipated to be issued by the other Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the

Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the ~~District~~Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Although the ~~District has~~Districts have authority to directly provide public improvements, the ~~District~~Districts also ~~has~~have the authority to pledge tax revenues to an interlocal entity that provides public improvements.

It is the intent of each of the ~~District~~Districts to dissolve upon payment or defeasance of all Debt incurred by such District, or upon a determination that adequate provision has been made for the payment of all Debt~~.~~ by such

~~The~~ District.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which ~~have~~has been approved by the City for annexation or withdrawal from or into one of the Districts upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for potential future annexation ~~within~~into or withdrawal from the ~~District~~Districts.

Approved Development Plan: means a Preliminary Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

For purposes of this Governing Document, the Ordinance Amending the Zoning Map for the Project approved on July 2, 2020, shall constitute an Approved Development Plan.

~~Assessment: means assessments levied in an assessment area created within the District.~~

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time, and (ii) the C-PACE Act.

Board: means the ~~board~~boards of trustees of the ~~District~~Districts.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the ~~District~~Districts has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

City: means Hurricane City, Utah.

City Code: means the City Code of Hurricane City, Utah.

City Council: means the City Council of Hurricane City, Utah.

~~District~~C-PACE Act: means ~~the~~Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means any one of Gateway at Sand Hollow Public Infrastructure District No. 1, 2, or 3.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map for all of the Districts.

~~Districts~~District No 1: means ~~collectively, the District, The~~ Gateway at Sand Hollow Public Infrastructure District No. ~~2, and The~~1.

District No. 2: means Gateway at Sand Hollow Public Infrastructure District No. ~~3, contemplated to be created contemporaneously with one another~~2.

District No. 3: means Gateway at Sand Hollow Public Infrastructure District No. 3.

Districts: means collectively, Gateway at Sand Hollow Public Infrastructure District Nos. 1, 2, and 3.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not au End User.

Fees: means any fee imposed by ~~the~~a District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and seemed by ad valorem property taxes that are levied by ~~the~~a District and does not include Limited Tax Debt.

Governing Document: means this Amended and Restated Governing Document for the ~~District~~Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map for each District.

Initial District Boundary Map: means the map attached hereto as Exhibit C, describing the ~~District's~~Districts' initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

~~Local District Act: means Title 17B of the Utah Code, as amended from time to time.~~

Maximum Debt Mill Levy: means the maximum mill levy the ~~District is~~Districts are permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of ~~the~~any District.

Project: means the development or property commonly referred to as the Gateway at Sand Hollow.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto ~~(references to the PID Act herein are as shall become effective on May 5, 2021).~~.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the ~~Local~~Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act. Public Improvements shall specifically include water rights acquired by a District for the benefit of the City or other public entity.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by ~~the~~a District.

Trustee: means a member of the Board of a District.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately seven hundred twenty-one (721.493) acres in District No. 1, four hundred two (402.268) acres in District No. 2, and ~~the~~six hundred twenty-one (620.775) acres in District No. 3. The total area ~~proposed to be~~ included in the Annexation Area Boundaries is approximately ~~eight hundred and~~one thousand nine ~~(809.121~~hundred eighty-five (1,985.117) acres and includes all property within the ~~District~~Districts as well as an additional approximately ~~eighty-eight (87.628~~two hundred forty-one (240.581) acres. A legal description of the Initial District Boundaries and the Annexation Area

Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the ~~District's~~Districts' boundaries may change from time to time as ~~it~~they undergoes annexations and withdrawals pursuant to Section l7B-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately ~~two~~one thousand ~~(2,000~~nine hundred eighty-five (1,985.117) acres of mostly undeveloped land. The current assessed valuation of the District Area at build out~~,~~ is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately 20,000 people.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the ~~District~~Districts and Governing Document Amendment.

The ~~District~~Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the ~~District~~Districts as such power and authority is described in the ~~Local~~PID Act, the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set faith herein.

1. Operations and Maintenance Limitation. The purpose of the ~~District~~Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The ~~District~~Districts shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the ~~District~~Districts.

2. Improvements Limitation. Notwithstanding the provisions of Section V.A.I above, without written authorization of the City, the ~~District~~Districts shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by one of the Districts.

3. Construction Standards Limitation. The ~~District~~Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper

jurisdiction. The ~~District~~Districts will require developers to obtain the City's approval of civil engineering plans and ~~will~~to obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The ~~District~~Districts shall be subject to the Utah Procurement Code, Title ~~630~~63G, Chapter 6a. Notwithstanding this requirement, ~~the~~a District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that ~~the City~~such District employs or engages.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, ~~the~~a District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The ~~District~~Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the ~~District~~Districts. Such area may only be annexed upon the affected District obtaining ~~consent of all property owners and registered voters, if~~ any~~, within~~ consents required under the ~~area proposed to be annexed~~PID Act and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from ~~the~~a District. Such area may only be withdrawn upon ~~the~~such District obtaining ~~consent of all property owners and registered voters, if~~ any~~, within the area proposed to be withdrawn~~ consents required under the PID Act and the passage of a resolution of the Board approving such ~~annexation~~withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the affected District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The Districts shall not impose an aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the ~~District~~Districts. The ~~District~~Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of ~~the~~a District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the ~~District~~Districts. The forgoing overlap limitation shall not apply to the Districts overlapping the ZRMC Public Infrastructure District.

8. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, ~~the~~a District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

In exchange for the City authorizing the creation of the Districts, ~~the~~ District No. 1 made provisions for the financing of park improvements in the amount of $3,850,000 (representing 110% of the anticipated costs of the park improvements), which amount is being held separate from other Debt proceeds and may only be released upon sign off by the City. Upon completion of the park improvements to the satisfaction of the City, the funds being held for park improvements will be released to ~~the~~ District~~s~~ No. 1 to pay the cost of Public Improvements. The foregoing requirements may be waived or amended by express written confirmation by the City.~~In addition, the District shall not be permitted to issue any Debt unless such initial Debt makes provision for the financing of park improvements in an amount of $3,850,000 (representing 110% of the anticipated costs of the park improvements) of such Debt are used for park improvements. Such amount shall be required to be held separate from other proceeds of such Debt and released only upon sign off by the City. Upon completion of the park improvements to the satisfaction of the City, any funds being held for park improvements will be released to the District to pay costs of Public Improvements. The foregoing requirements may be met by any one of the Districts and upon the financing of at least $3,500,000 in park improvements, such requirement shall no longer apply to the Debt of any District. The forgoing requirements may be waived or amended by express written confirmation by the City.~~

9. Total Debt Issuance Limitation. ~~The~~ There shall be no limit on:

(a) the amount of Debt which may be issued individually or collectively by the Districts, provided the Maximum Debt Mill Levy is not exceeded on any property within the Districts~~ shall not issue Debt in excess of an aggregate amount of Seventy-Five Million Dollars ($75,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the Districts. In addition, the Total Debt Issuance Limitation does not apply to the~~;

(b) a District's pledge of its property tax revenues to the Debt of ~~one~~either of the other Districts; or

~~(a)~~(c) the amount of Assessment Debt or C-PACE Bonds the Districts~~. In the event two or more Districts create an interlocal agency to issue debt, only the par amount issued by such agency shall count against the Total Debt Issuance Limitation rather than the individual amounts pledged by each District~~ may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the ~~District~~Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of ~~the~~any District which violate the limitations set forth in V.A. 1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of ~~the~~such District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of ~~a~~ resolutions of the City and the ~~District~~Districts approving such amendment.

B. Preliminary Engineering Survey.

The ~~District~~Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the ~~District~~Districts, to be more specifically defined in an Approved Development Plan. ~~An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Sixty-Eight Million Dollars ($68,000,000).~~

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board of each District shall be composed of three (3) Trustees who ~~shall~~ were initially ~~be~~ appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall initially be at large. Trustee terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of four (4) years; Trustees 1 and 3 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Respective board seats in each District shall transition from appointed to elected seats according to the following milestones:

1. District No. 1.

   a. Trustee 1. Trustee 1 shall transition to an elected seat upon 1,200 registered voters residing within the District.

   b. ~~2.~~ Trustee 2. Trustee 2 shall transition to an elected seat upon 1,800 registered voters residing within the District.

   c. ~~3.~~ Trustee 3. Trustee 3 shall transition to an elected seat upon 2,400 registered voters residing within the District.

2. District No. 2.

   a. Trustee 1. Trustee 1 shall transition to an elected seat upon 640 registered voters residing within the District.

   b. Trustee 2. Trustee 2 shall transition to an elected seat upon 1,060 registered voters residing within the District.

c. Trustee 3. Trustee 3 shall transition to an elected seat upon 1,280 registered voters residing within the District.

3. District No. 3.

a. Trustee 1. Trustee 1 shall transition to an elected seat upon 640 registered voters residing within the District.

b. Trustee 2. Trustee 2 shall transition to an elected seat upon 1,060 registered voters residing within the District.

c. Trustee 3. Trustee 3 shall transition to an elected seat upon 1,280 registered voters residing within the District.

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within the relevant District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Board pursuant to 17D-4-202(1)(b) of the PID Act ~~City Council~~ pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the ~~Local~~Special District Act.

D. Vacancy. Any vacancy on the Board shall be filled by the Board pursuant to the PID Act and Special District Act. Pursuant to 17D-4-202(1)(b), the Board may appoint an individual to the Board so long as the individual meets the requirements to serve on a public infrastructure district board as set forth in the PID Act.
~~Any vacancy on thea Board shall be filled pursuant to the Local~~PID Act and Special ~~District Act.~~

E. Compensation. Only Trustees who are residents of the District for which they serve as Trustee may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The ~~District~~Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the

Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The ~~District~~Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the ~~District~~Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for ~~the~~each District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. ~~The total Debt that the Districts~~ A District shall be permitted to issue ~~shall not exceed Seventy-Five Million Dollars ($75,000,000) and shall be permitted to be issued~~Debt on a schedule and in such year or years as the District ~~determine~~determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. ~~Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. The Total Debt Issuance Limitation shall not apply to the District's pledge of its property tax revenues to the Debt of one of the other Districts. In the event two or more Districts create an interlocal agency to issue debt, only the par amount issued by such agency shall count against the Total Debt Issuance Limitation rather than the individual amounts pledged by each District. All bonds and other Debt issued by the~~All bonds and other Debt issued by a District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. ~~The~~Each District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 170-4-304, Utah Code, as amended from time to time.

B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy; Prepayment of Assessments.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy ~~the~~a District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt, and shall be 0.0045 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 170-4-301(8), Utah Code. Further, the Districts may not impose mill levies which aggregate in excess of

0.0045 per dollar of taxable value of any taxable property in the District; provided that such levies shall be subject to adjustment as provided in Section l 7D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

(c) All Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be prepaid at or before the time such parcel is conveyed to an End User. In the event a developer or other initial seller of property within a District intends to pass on Assessments to a party that is not a residential End User, the Developer shall obtain, or cause the seller to obtain, a signed acknowledgement of such purchaser stating the amount of Assessments being passed on. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by ~~the~~a District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

~~The~~Each District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. ~~The~~Each District may also rely upon various other revenue sources authorized by law. At ~~the~~each District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

~~The~~A District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, ~~the~~a District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the

resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of ~~the~~a District.

G. Security for Debt.

~~The~~A District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of ~~the~~a District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. ~~District's~~Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the ~~District's~~Districts organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, ~~the~~each District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget for each District is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel.

It is the intent of the City that the ~~District~~Districts shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. ~~The District has~~Districts have ~~agreed to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.~~

IX. ANNUAL REPORT

A. No Annual Reports. Notwithstanding Section 17D-4-205 of the PID Act, no annual reports are required to be filed with the City by the District.~~General.~~

~~The District~~Districts ~~shall be responsible for submitting an annual report to the City Manager's Office no later than one hundred eighty (180) days following the end of the District's fiscal year.~~

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to thea District's boundary as of December 31 of the prior year.

2. List of current interlocal agreements, if changed (to be delivered to the City upon request);

3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

4. District office contact information;

5. Rules and regulations of thea District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year;

7. Status of thea District's construction of the Public Improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A table summarizing total debt authorized and total debt issued by the DistrictDistricts as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. The District'sDistricts' financial statements, for the previous fiscal year, such. Such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within thirty (30) days of completion if completed after one hundred eighty (180) days following the end of the fiscal year);

12. Notice of any uncured events of default by thea District, which continue beyond a ninety (90) day period, under any Debt instrument; and

13. Any inability of thea District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the ~~City Council~~Board that the purposes for which ~~the~~a District was created have been accomplished, the District agrees to file ~~petitions~~a petition for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of ~~their~~its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

~~In addition, the Applicant~~The applicant and the Board of each District shall ensure that the ~~Applicant~~applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(1) All of the information in the first paragraph of this ~~XI;~~article above.

(2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $450** for the duration of the District's Bonds."

(3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signah1re of such end user acknowledging the foregoing.

XII. AMENDED AND RESTATED INTERLOCAL AGREEMENT

The form of ~~the~~an Amended and Restated Interlocal Agreement required by the City Code, relating to the limitations imposed on the ~~District's~~Districts' activities, is attached hereto as **Exhibit D**. The ~~District~~Districts shall approve the Amended and Restated Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after ~~its organization.~~approval of this Governing Document by the City. Failure of the District to execute the Amended and Restated Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Amended and Restated

Interlocal Agreement in the form attached as **Exhibit D** at the public ~~hearing~~meeting approving the Governing Document.

EXHIBIT A

Legal Descriptions

[Insert Legal Descriptions]

Annexation Area Boundaries
The Annexation Area shall be comprised of the Initial District Boundaries of the District as well as the following:

[Insert Legal Description]

EXHIBIT B

Hurricane City Vicinity Map

[Insert Map]

EXHIBIT C

Initial District and Annexation Area Boundary Map

[Insert Map]

EXHIBIT D

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

BETWEEN

~~THE~~ HURRICANE CITY, UTAH
AND
~~THE~~ GATEWAY AT SAND HOLLOW
PUBLIC INFRASTRUCTURE DISTRICT ~~NO~~NOS. 1, 2, AND 3

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2025~~5~~6, by and between ~~the~~ HURRICANE CITY, a ~~home rule~~ municipal corporation of the State of Utah ("City"), and ~~THE~~GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 1 ("District No. 1"), GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. ~~1~~,2 ("District No. 2"), and GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 3 ("District No. 3"), each a political subdivision of the State of Utah (~~the~~each a "District" and collectively "Districts"). The City and the District are collectively referred to as the Parties.

The intent of the Parties hereto is that this Amended and Restated Interlocal Agreement shall amend and fully restated and replace each of the Interlocal Agreements previously entered between the City and each of the individual Districts named herein.

RECITALS

WHEREAS, the ~~District was~~Districts were organized to ~~provide to~~ exercise powers as are more specifically set forth in the District's ~~Governing Document~~respective original governing documents approved by the City on April 15, 2021 ~~("Governing Document");~~; and

WHEREAS, the City subsequently approved an amendment and complete restatement of the Districts' original governing documents on _____, 2026~~5~~ (the "Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Amended and Restated Interlocal Agreement between the City and the ~~District~~Districts; and

WHEREAS, the City and the ~~District~~Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amended and Restated Interlocal Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The ~~District~~Districts shall dedicate the Public ~~improvements~~Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The ~~District~~Districts shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the ~~District~~Districts.

2. Improvements Limitation. Without written authorization of the City, the ~~District~~Districts shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by one of the Districts.

3. Construction Standards. The ~~District~~Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will require developers to obtain the City's approval of civil engineering plans and ~~will~~to obtain applicable permits for construction and installation of Public Improvements prior to ~~performing~~performance of such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, ~~the~~a District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The ~~District~~Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. The ~~District~~Districts shall not include within any of ~~its~~their boundaries any property ~~inside~~outside the ~~inclusion area boundaries~~Annexation Area without the prior written consent of the City ~~except upon petition of the surface property owners of 100~~one hundred ~~percent (100%) of such property and/or 100~~one hundred ~~percent~~ (100%) ~~of registered voters within the area to be included, as applicable, as~~

~~provided in Section 17D-4-201(3), Utah Code~~District obtaining consents required under the PID Act and the passage of a resolution of the applicable Board approving such annexation.

6. Overlap Limitation. The Districts shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the ~~District~~Districts. The ~~District~~Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of ~~the~~a District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District. The forgoing overlap limitation shall not apply to the Districts overlapping the ZRMC Public Infrastructure District.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), ~~the~~a District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. ~~The Districts shall not issue Debt in excess of an aggregate amount of Seventy-Five Million Dollars ($75,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the Districts. In addition, the Total Debt Issuance Limitation does not apply to the District's pledge of its property tax revenues to the Debt of one of the other Districts. In the event two or more Districts create an interlocal agency to issue debt, only the par amount issued by such agency shall count against the Total Debt Issuance Limitation rather than the individual amounts pledged by each District.~~There shall be no limit on:

(a) the amount of Debt which may be issued individually or collectively by the Districts, provided the Maximum Debt Mill Levy is not exceeded on any property within the Districts;

(b) a District's pledge of its property tax revenues to the Debt of either of the other Districts; or

(c) the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

9. Bankruptcy. All of the limitations contained in ~~this~~the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201 (4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11

U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of the ~~City Council~~Board that the purposes for which ~~the~~a District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of ~~their~~its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(a) All of the information in the first paragraph of ~~11 of~~ this ~~Agreement;~~section above.

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

> "Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $450** for the duration of the District's Bonds."

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of ~~the~~a District which violate the Limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be

deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

~~13. Annual Report. The District~~Districts ~~shall be responsible for submitting an annual report to the City Manager's Office no later than one hundred eighty (180) days following the closing of the District's fiscal year, containing the information set forth in Section VIII of the Governing Document.~~

~~14~~13. Regional Improvements. The ~~District~~Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

~~15~~14. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy ~~the~~a District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt, and shall be 0.0045 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8). Further, the Districts may not impose mill levies which aggregate in excess of 0.0045 per dollar of taxable value of any taxable property in the ~~District~~Districts; provided that such levies shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

~~16~~15. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. ln addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

~~17.~~176. Prepayment of Assessments. All Assessments (other than Assessments under the C-PACE Act) imposed by any District on a parcel zoned for residential uses shall be prepaid at or before the time such parcel is conveyed to an End User. In the event a developer intends to pass on Assessments to a party that is not a residential End User, the developer shall obtain a signed acknowledgement of such purchaser stating the amount of Assessments being passed on. Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such act.

~~18~~17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

District ~~No~~Nos. 1, 2, or 3
3351 South Sand Hollow RD
Hurricane, UT 84737
Attn: Brent Moser
Phone:

To the City:

Hurricane City
147 N 870 W
Hurricane, UT 84737
Attn: City Manager
Gateway at Sand Hollow Public Infrastructure Phone: (435) 635-2811

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

~~18~~1~~9~~8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

~~19~~2~~0~~19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

~~20~~2~~1~~20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

~~21~~2~~2~~21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the ~~District~~Districts or fifty (50) years from the date hereof.

~~22~~2~~3~~22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

~~23~~2~~4~~3. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

~~24~~25~~4~~. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

~~25~~26~~5~~. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

~~26~~27~~6~~. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

~~27~~28~~7~~. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

~~28~~29~~8~~. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

~~29~~30~~29~~. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[Signature Pages to Follow]

[SIGNATURE PAGE TO AMENDED AND RESTATED INTERLOCAL AGREEMENT]

~~THE~~ GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____
~~President~~Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
~~President~~Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By: _____
~~President~~Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED INTERLOCAL AGREEMENT]

HURRICANE CITY, UTAH

By: _____
_____,Nanette Billings,
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

AMENDED AND RESTATED
GOVERNING DOCUMENT

FOR

GATEWAY AT SAND HOLLOW
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3

HURRICANE CITY, UTAH

_____, 2026

District Creation Originally Approved April 15, 2021

Prepared by:
Snow Jensen & Reece, PC
St. George, Utah

TABLE OF CONTENTS

[Insert Table of Contents]

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Hurricane City Vicinity Map
EXHIBIT C	Initial District and Annexation Area Boundary Map
EXHIBIT D	Interlocal Agreement between the District and Hurricane City

I. INTRODUCTION

A. Purpose and Intent.

On April 15, 2021, the City Council of Hurricane City (the "City") adopted a resolution authorizing the creation of Gateway at Sand Hollow Public Infrastructure District Nos. 1, 2 and 3 (collectively, the "Districts") under the PID Act and Special District Act. The Office of the Lieutenant Governor of the State of Utah issued Certificates of Creation for the Districts on July 22, 2021. Subsequent to the creation of the District, the City adopted a resolution authorizing this Amended and Restated Governing Document, which fully amends, restates, and replaces the original Governing Document of each of the Districts.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts were not created to provide any ongoing operations and maintenance services.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Existence of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts' Governing Document.

This Governing Document is an amendment and complete restatement of the governing document originally approved by the City for each of the Districts, and is intended by the City and the Districts to supersede and replace any prior version of each District's governing document.

The City's objective in approving this amended and restated Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. Debt in the amount of $40,000,000 has already been issued by Gateway at Sand Hollow Public Infrastructure District No. 1 ("District No. 1"), and additional debt is anticipated to be issued by the other Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within

these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Although the Districts have authority to directly provide public improvements, the Districts also have the authority to pledge tax revenues to an interlocal entity that provides public improvements.

It is the intent of each of the Districts to dissolve upon payment or defeasance of all Debt incurred by such District, or upon a determination that adequate provision has been made for the payment of all Debt by such District.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which has been approved by the City for annexation or withdrawal from or into one of the Districts upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for potential future annexation into or withdrawal from the Districts.

Approved Development Plan: means a Preliminary Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time. For purposes of this Governing Document, the Ordinance Amending the Zoning Map for the Project approved on July 2, 2020, shall constitute an Approved Development Plan.

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time, and (ii) the C-PACE Act.

Board: means the boards of trustees of the Districts.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the Districts has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

City: means Hurricane City, Utah.

City Code: means the City Code of Hurricane City, Utah.

City Council: means the City Council of Hurricane City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means any one of Gateway at Sand Hollow Public Infrastructure District No. 1, 2, or 3.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map for all of the Districts.

District No 1: means Gateway at Sand Hollow Public Infrastructure District No. 1.

District No. 2: means Gateway at Sand Hollow Public Infrastructure District No. 2.

District No. 3: means Gateway at Sand Hollow Public Infrastructure District No. 3.

Districts: means collectively, Gateway at Sand Hollow Public Infrastructure District Nos. 1, 2, and 3.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident

homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not au End User.

Fees: means any fee imposed by a District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and seemed by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Amended and Restated Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map for each District.

Initial District Boundary Map: means the map attached hereto as Exhibit C, describing the Districts' initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of any District.

Project: means the development or property commonly referred to as the Gateway at Sand Hollow.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act. Public Improvements shall specifically include water rights acquired by a District for the benefit of the City or other public entity.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by a District.

Trustee: means a member of the Board of a District.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately seven hundred twenty-one (721.493) acres in District No. 1, four hundred two (402.268) acres in District No. 2, and six hundred twenty-one (620.775) acres in District No. 3. The total area included in the Annexation Area Boundaries is approximately one thousand nine hundred eighty-five (1,985.117) acres and includes all property within the Districts as well as an additional approximately two hundred forty-one (240.581) acres. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the Districts' boundaries may change from time to time as they undergo annexations and withdrawals pursuant to Section l7B-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately one thousand nine hundred eighty-five (1,985.117) acres of mostly undeveloped land. The current assessed valuation of the District Area

at build out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately 20,000 people.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment.

The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the PID Act, the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set faith herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Improvements Limitation. Notwithstanding the provisions of Section V.A.I above, without written authorization of the City, the Districts shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by one of the Districts.

3. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will require developers to obtain the City's approval of civil engineering plans and to obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, a District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that such District employs or engages.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the Districts. Such area may only be annexed upon the affected District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from a District. Such area may only be withdrawn upon such District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the affected District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The Districts shall not impose an aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the Districts. The Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of a District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. The forgoing overlap limitation shall not apply to the Districts overlapping the ZRMC Public Infrastructure District.

8. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, a District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt. In exchange for the City authorizing the creation of the Districts, District No. 1 made provisions for the financing of park improvements in the amount of $3,850,000 (representing 110% of the anticipated costs of the park improvements), which amount is being held separate from other Debt proceeds and may only be released upon sign off by the City. Upon completion of the park improvements to the satisfaction of the City, the funds being held for park improvements will be released to District No. 1 to pay the cost of Public Improvements. The foregoing requirements may be waived or amended by express written confirmation by the City.

9. Total Debt Issuance Limitation. There shall be no limit on:

(a) the amount of Debt which may be issued individually or collectively by the Districts, provided the Maximum Debt Mill Levy is not exceeded on any property within the Districts;

(b) a District's pledge of its property tax revenues to the Debt of either of the other Districts; or

(c) the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of any District which violate the limitations set forth in V.A. 1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of such District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City and the Districts approving such amendment.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board of each District shall be composed of three (3) Trustees who were initially appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall initially be at large. Trustee terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of four (4) years; Trustees 1 and 3 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Respective board seats in each District shall transition from appointed to elected seats according to the following milestones:

1. District No. 1.

a. Trustee 1. Trustee 1 shall transition to an elected seat upon l,200 registered voters residing within the District.

b. Trustee 2. Trustee 2 shall transition to an elected seat upon 1,800 registered voters residing within the District.

c. Trustee 3. Trustee 3 shall transition to an elected seat upon 2,400 registered voters residing within the District.

2. District No. 2.

a. Trustee 1. Trustee 1 shall transition to an elected seat upon 640 registered voters residing within the District.

b. Trustee 2. Trustee 2 shall transition to an elected seat upon 1,060 registered voters residing within the District.

c. Trustee 3. Trustee 3 shall transition to an elected seat upon 1,280 registered voters residing within the District.

3. District No. 3.

a. Trustee 1. Trustee 1 shall transition to an elected seat upon 640 registered voters residing within the District.

b. Trustee 2. Trustee 2 shall transition to an elected seat upon 1,060 registered voters residing within the District.

c. Trustee 3. Trustee 3 shall transition to an elected seat upon 1,280 registered voters residing within the District.

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within the relevant District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Board pursuant to 17D-4-202(1)(b) of the PID Act pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Vacancy. Any vacancy on the Board shall be filled by the Board pursuant to the PID Act and Special District Act. Pursuant to 17D-4-202(1)(b), the Board may appoint an individual to the Board so long as the individual meets the requirements to serve on a public infrastructure district board as set forth in the PID Act.

E. Compensation. Only Trustees who are residents of the District for which they serve as Trustee may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for each District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. A District shall be permitted to issue Debt on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by a District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. Each District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 170-4-304, Utah Code, as amended from time to time.

B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy; Prepayment of Assessments.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within the District for payment of Limited

Tax Debt, and shall be 0.0045 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 170-4-301(8), Utah Code. Further, the Districts may not impose mill levies which aggregate in excess of 0.0045 per dollar of taxable value of any taxable property in the District; provided that such levies shall be subject to adjustment as provided in Section l 7D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

(c) All Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be prepaid at or before the time such parcel is conveyed to an End User. In the event a developer or other initial seller of property within a District intends to pass on Assessments to a party that is not a residential End User, the Developer shall obtain, or cause the seller to obtain, a signed acknowledgement of such purchaser stating the amount of Assessments being passed on. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by a District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

Each District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. Each District may also rely upon various other revenue sources authorized by law. At each District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

A District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, a District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of a District.

G. Security for Debt.

A District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of a District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, each District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget for each District is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

IX. ANNUAL REPORT

A. No Annual Reports. Notwithstanding Section 17D-4-205 of the PID Act, no annual reports are required to be filed with the City by the District.

X. DISSOLUTION

Upon an independent determination of the Board that the purposes for which a District was created have been accomplished, the District agrees to file a petition for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

The applicant and the Board of each District shall ensure that the applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(1) All of the information in the first paragraph of this article above.

(2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $450** for the duration of the District's Bonds."

(3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signah1re of such end user acknowledging the foregoing.

XII. AMENDED AND RESTATED INTERLOCAL AGREEMENT

The form of an Amended and Restated Interlocal Agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall approve the Amended and Restated Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after approval of this Governing Document by the City. Failure of the District to execute the Amended and Restated Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Amended and Restated Interlocal Agreement in the form attached as **Exhibit D** at the public meeting approving the Governing Document.

EXHIBIT A

Legal Descriptions

PARCELS INCLUDED IN THE INITIAL BOUNDARY
Number: H-3-2-6-431, H-3-2-6-33, H-3-2-6-1406, H-4-2-1-131, H-4-2-1-234, H-4-2-1-340, H-4-2-1-1103, H-4-2-1-1104, H-4-2-1-1107, H-4-2-1-1108, H-4-2-1-1109, H-4-2-1-1113, H-4-2-1-1123, H-4-2-1-4203, H-4-2-11-125, H-4-2-11-2112, H-4-2-11-21121, H-4-2-12-2113, H-4-2-1-330 AND PORTIONS OF H-3-2-6-1402 AND H-4-2-12-1102

DISTRICT NO. 1 INITIAL BOUNDARY LEGAL DESCRIPTION

COMMENCING AT THE CENTER CORNER OF SECTION 1, T42S, R14W SALT LAKE BASE AND MERIDIAN; THENCE S1°25'51"W, ALOING THE QUARTER SECTION LINE, 983.20 FEET TO THE POINT OF BEGINNING; THENCE S01°19'21"W 1350.90 FEET; THENCE N88°26'59"W 1991.37 FEET; THENCE S01°20'33"W 1258.04 FEET; THENCE S52°41'20"W 1050.04 FEET; THENCE N88°54'26"W 237.24 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 162.12 FEET THROUGH THE CENTRAL ANGLE OF 37°09'15", RADIAL BEARING: S89°38'36"W (CHORD BEARS: S18°13'13"W 159.29 FEET); THENCE S36°47'49"W 152.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 40098020.81 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 146.42 FEET THROUGH THE CENTRAL ANGLE OF 00°00'01", RADIAL BEARING: S46°06'40"E (CHORD BEARS: S43°53'20"W 146.42 FEET); THENCE S49°38'39"W 250.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 408.17 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 325.07 FEET THROUGH THE CENTRAL ANGLE OF 45°37'52", RADIAL BEARING: S40°35'29"E (CHORD BEARS: S26°35'35"W 316.55 FEET); THENCE S03°00'57"W 551.77 FEET; THENCE N88°51'45"W 26.64 FEET; THENCE S01°41'34"W 237.43 FEET; THENCE S88°51'17"E 996.36 FEET; THENCE S01°07'24"W 1193.66 FEET; THENCE S42°30'11"E 612.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 2727.44 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 782.40 FEET THROUGH THE CENTRAL ANGLE OF 16°26'10", RADIAL BEARING: S48°27'04"W (CHORD BEARS: S33°19'52"E 779.72 FEET); THENCE N66°46'31"E 458.50 FEET; THENCE EASTERLY ALONG THE ARC OF A 507.27 FOOT RADIUS CURVE TO THE RIGHT 212.19 FEET THROUGH THE CENTRAL ANGLE OF 23°57'59" (CHORD BEARS: N78°45'30"E 210.65 FEET); THENCE S88°30'39"E 2359.33 FEET; THENCE N01°08'48"E 1619.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 27.59 FEET THROUGH THE CENTRAL ANGLE OF 105°23'03" (CHORD BEARS: N53°50'19"E 23.86 FEET); THENCE EASTERLY ALONG THE ARC OF A 435.00 FOOT RADIUS REVERSE CURVE TO THE LEFT 114.22 FEET THROUGH THE CENTRAL ANGLE OF 15°02'42" (CHORD BEARS: S80°59'31"E 113.90 FEET); THENCE S88°30'52"E 1289.41 FEET; THENCE N01°17'35"E 3050.99 FEET; THENCE N00°59'06"E 82.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 332.47 FOOT RADIUS CURVE TO THE LEFT 336.71 FEET THROUGH THE CENTRAL ANGLE OF 58°01'37" (CHORD BEARS: N28°01'43"W 322.51 FEET); THENCE N54°14'48"W 460.60 FEET; THENCE

NORTHWESTERLY ALONG THE ARC OF A 435.00 FOOT RADIUS CURVE TO THE RIGHT 298.93 FEET THROUGH THE CENTRAL ANGLE OF 39°22'26" (CHORD BEARS: N34°33'35"W 293.09 FEET); THENCE N75°07'38"E 35.00 FEET; THENCE N75°07'38"E 35.00 FEET; THENCE N81°39'07"E 89.90 FEET; THENCE N47°07'50"E 316.31 FEET; THENCE S87°40'46"E 427.72 FEET; THENCE N65°41'09"E 250.52 FEET; THENCE S58°23'18"E 39.80 FEET; THENCE N79°19'21"E 158.99 FEET; THENCE S61°09'08"E 141.01 FEET; THENCE S49°12'22"E 224.44 FEET; THENCE N75°48'32"E 351.27 FEET; THENCE N69°02'51"E 171.43 FEET; THENCE N19°58'40"W 55.42 FEET; THENCE S89°00'00"W 153.58 FEET; THENCE N43°07'27"W 193.15 FEET; THENCE N44°13'00"E 184.64 FEET; THENCE N63°56'16"E 235.42 FEET; THENCE N54°47'58"E 218.52 FEET; THENCE N39°37'28"E 186.58 FEET; THENCE N50°56'01"E 270.16 FEET; THENCE N73°32'56"E 147.54 FEET; THENCE N23°22'53"W 81.26 FEET; THENCE N15°13'38"W 1306.80 FEET; THENCE S74°56'26"W 502.14 FEET; THENCE S15°13'38"E 1306.79 FEET; THENCE S74°46'22"W 2500.00 FEET; THENCE N15°08'00"W 1305.33 FEET; THENCE S74°46'22"W 500.00 FEET; THENCE S74°35'29"W 248.68 FEET; THENCE S74°26'03"W 348.01 FEET; THENCE N88°43'14"W 254.45 FEET TO THE POINT OF BEGINNING.

AREA: 31,216,096 SQUARE FEET OR 716.623 ACRES.

Number: H-3-2-6-1408, H-3-2-6-1402, AND H-3-2-7-4402

DISTRICT NO. 2 INITIAL BOUNDARY LEGAL DESCRIPTION

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 6 T42S, R13W SALT LAKE BASE AND MERIDIAN; THENCE N88°55'17"W 655.50 FEET TO THE POINT OF BEGINNING; THENCE N88°55'17"W 666.37 FEET; THENCE S01°21'05"W 1316.95 FEET; THENCE N88°55'34"W 2165.35 FEET; THENCE N01°17'35"E 3050.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 386.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 427.65 FEET THROUGH THE CENTRAL ANGLE OF 63°25'44", RADIAL BEARING: N81°18'38"W (CHORD BEARS: N23°01'30"W 406.15 FEET); THENCE N54°14'48"W 449.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 440.72 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 298.78 FEET THROUGH THE CENTRAL ANGLE OF 38°50'33", RADIAL BEARING: N36°01'08"E (CHORD BEARS: N34°33'35"W 293.09 FEET); THENCE N75°07'38"E 70.00 FEET; THENCE N81°39'07"E 89.90 FEET; THENCE N47°07'50"E 316.31 FEET; THENCE S87°40'46"E 427.72 FEET; THENCE N65°41'09"E 250.52 FEET; THENCE S58°23'18"E 39.80 FEET; THENCE N79°19'21"E 158.99 FEET; THENCE S60°53'32"E 140.20 FEET; THENCE S49°36'35"E 225.78 FEET; THENCE N75°46'57"E 349.20 FEET; THENCE N69°10'29"E 173.48 FEET; THENCE N19°58'47"W 55.42 FEET; THENCE S88°52'38"W 155.62 FEET; THENCE N43°07'20"W 193.15 FEET; THENCE N44°24'11"E 185.48 FEET; THENCE N63°56'16"E 235.42 FEET; THENCE N54°47'58"E 218.52 FEET; THENCE N39°37'28"E 186.58 FEET; THENCE N51°01'53"E 271.06 FEET; THENCE N73°31'01"E 146.54 FEET; THENCE N23°22'53"W 81.26 FEET; THENCE N74°48'04"E 498.78 FEET; THENCE N15°14'32"W 1303.99 FEET; THENCE N74°19'14"E 509.54 FEET; THENCE S15°53'46"E 413.93 FEET; THENCE S47°32'22"E 200.00 FEET; THENCE S80°04'14"E 42.63

FEET; THENCE S15°13'13"E 419.32 FEET; THENCE N66°36'17"E 122.88 FEET; THENCE EASTERLY ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE RIGHT 332.95 FEET THROUGH THE CENTRAL ANGLE OF 24°36'54" (CHORD BEARS: N78°54'44"E 330.40 FEET); THENCE EASTERLY ALONG THE ARC OF A 6026304293863.17 FOOT RADIUS REVERSE CURVE TO THE LEFT 202.03 FEET THROUGH THE CENTRAL ANGLE OF 00°00'00" (CHORD BEARS: S88°46'49"E 202.03 FEET); THENCE NORTHERLY ALONG THE ARC OF A 120.32 FOOT RADIUS COMPOUND CURVE TO THE LEFT 295.10 FEET THROUGH THE CENTRAL ANGLE OF 140°31'45" (CHORD BEARS: N20°57'19"E 226.50 FEET); THENCE N49°50'21"W 118.08 FEET; THENCE NORTHERLY ALONG THE ARC OF A 285.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 585.89 FEET THROUGH THE CENTRAL ANGLE OF 117°47'10", RADIAL BEARING: N40°02'10"E (CHORD BEARS: N08°55'45"E 488.04 FEET); THENCE N67°49'20"E 398.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT 285.76 FEET THROUGH THE CENTRAL ANGLE OF 71°11'15" (CHORD BEARS: N32°13'42"E 267.73 FEET); THENCE NORTHERLY ALONG THE ARC OF A 5973.41 FOOT RADIUS COMPOUND CURVE TO THE LEFT 117.61 FEET THROUGH THE CENTRAL ANGLE OF 01°07'41" (CHORD BEARS: N03°55'46"W 117.61 FEET); THENCE S70°56'31"E 153.14 FEET; THENCE N82°35'26"E 518.05 FEET; THENCE S00°08'49"E 205.75 FEET; THENCE N88°35'24"E 626.39 FEET; THENCE S00°08'49"W 316.46 FEET; THENCE N89°12'28"W 644.96 FEET; THENCE S01°14'44"W 1688.51 FEET; THENCE N78°23'16"W 977.00 FEET; THENCE S32°30'44"W 1412.00 FEET; THENCE S08°24'44"W 709.82 FEET; THENCE N90°00'00"W 246.48 FEET; THENCE S00°00'00"E 317.78 FEET; THENCE N90°00'00"E 216.43 FEET; THENCE S09°12'18"W 1211.54 FEET; THENCE S00°50'39"W 495.03 FEET TO THE POINT OF BEGINNING.

AREA: 17,598,809 SQUARE FEET OR 404.013 ACRES.

Number: H-4-2-11-2103, H-4-2-12-130, H-4-2-12-131, H-4-2-13-2114, H-4-2-13-1409, H-4-2-14-1101, H-4-211-31031, AND PORTIONS OF H-3-2-6-33, H-3-2-7-4402, AND H-4-2-12-1102

DISTRICT NO. 3 INITIAL BOUNDARY LEGAL DESCRIPTION

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 7 T42S, R13W SALT LAKE BASE AND MERIDIAN; THENCE N88°55'17"W 1321.87 FEET; THENCE S01°21'05"W 1316.95 FEET TO THE POINT OF BEGINNING; THENCE S01°09'54"W 2638.69 FEET; THENCE N89°02'46"W 2136.88 FEET; THENCE S01°14'57"W 1328.66 FEET; THENCE S36°01'13"W 58.62 FEET; THENCE S01°11'00"W 267.66 FEET; THENCE N88°46'25"W 2611.22 FEET; THENCE S01°23'59"W 660.00 FEET; THENCE N88°36'28"W 1321.11 FEET; THENCE N02°07'13"E 330.68 FEET; THENCE N88°46'38"W 2649.97 FEET; THENCE N01°07'02"E 289.31 FEET; THENCE NORTHERLY ALONG THE ARC OF A 835.78 FOOT RADIUS CURVE TO THE RIGHT 281.03 FEET THROUGH THE CENTRAL ANGLE OF 19°15'55" (CHORD BEARS: N10°45'00"E 279.71 FEET); THENCE N01°16'01"E 1417.36 FEET; THENCE S89°27'34"W 52.92 FEET; THENCE N00°59'03"E 665.32 FEET; THENCE N00°00'09"W 221.52 FEET; THENCE NORTHERLY ALONG THE ARC OF A 561.49 FOOT RADIUS CURVE TO THE RIGHT

121.36 FEET THROUGH THE CENTRAL ANGLE OF 12°23'02" (CHORD BEARS: N06°11'22"E 121.12 FEET); THENCE S82°33'10"E 186.12 FEET; THENCE S07°35'13"W 26.00 FEET; THENCE S82°24'47"E 391.27 FEET; THENCE S07°35'13"W 45.17 FEET; THENCE S82°24'47"E 36.68 FEET; THENCE S39°14'54"E 224.09 FEET; THENCE S84°34'00"E 31.43 FEET; THENCE N05°22'00"E 51.52 FEET; THENCE S84°38'00"E 132.00 FEET; THENCE S05°22'00"W 30.51 FEET; THENCE S84°38'00"E 160.00 FEET; THENCE N05°22'00"E 128.88 FEET; THENCE N50°54'50"E 125.96 FEET; THENCE N26°15'10"E 70.42 FEET; THENCE N47°58'30"E 221.79 FEET; THENCE N37°18'50"E 54.53 FEET; THENCE N51°22'21"E 100.00 FEET; THENCE N69°45'40"E 31.70 FEET; THENCE N51°22'21"E 305.03 FEET; THENCE S38°00'07"E 237.96 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 2321.00 FOOT RADIUS CURVE TO THE RIGHT 544.15 FEET THROUGH THE CENTRAL ANGLE OF 13°25'58" (CHORD BEARS: S31°17'08"E 542.90 FEET); THENCE N66°46'31"E 458.50 FEET; THENCE EASTERLY ALONG THE ARC OF A 510.48 FOOT RADIUS CURVE TO THE RIGHT 217.88 FEET THROUGH THE CENTRAL ANGLE OF 24°27'16" (CHORD BEARS: N79°00'09"E 216.23 FEET); THENCE S88°30'10"E 2353.68 FEET; THENCE N01°08'48"E 1619.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 27.59 FEET THROUGH THE CENTRAL ANGLE OF 105°23'03" (CHORD BEARS: N53°50'19"E 23.86 FEET); THENCE EASTERLY ALONG THE ARC OF A 435.00 FOOT RADIUS REVERSE CURVE TO THE LEFT 114.26 FEET THROUGH THE CENTRAL ANGLE OF 15°02'58" (CHORD BEARS: S80°59'39"E 113.93 FEET); THENCE S01°11'44"W 663.87 FEET; THENCE S88°22'13"E 622.13 FEET; THENCE S01°10'45"W 330.39 FEET; THENCE S88°30'21"E 702.34 FEET; THENCE S01°39'59"W 700.57 FEET; THENCE S88°48'12"E 1405.64 FEET; THENCE N01°08'09"E 1617.03 FEET; THENCE N88°44'52"W 1399.24 FEET; THENCE N00°41'22"E 78.09 FEET; THENCE S88°55'57"E 2131.91 FEET TO THE POINT OF BEGINNING.

AREA: 23,881,167 SQUARE FEET OR 548.236 ACRES.

Annexation Area Boundaries
The Annexation Area shall be comprised of the Initial District Boundaries of the District as well as the following:

Area 1

COMMENCING AT THE CENTER CORNER OF SECTION 1, T42S, R14W SALT LAKE BASE AND MERIDIAN; THENCE S1°25'51"W, ALOING THE QUARTER SECTION LINE, 983.20 FEET TO THE POINT OF BEGINNING; THENCE S01°19'21"W 1350.90 FEET; THENCE N88°26'59"W 1991.37 FEET; THENCE S01°20'33"W 1258.04 FEET; THENCE S52°41'20"W 1050.04 FEET; THENCE N88°54'26"W 237.24 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 162.12 FEET THROUGH THE CENTRAL ANGLE OF 37°09'15", RADIAL BEARING: S89°38'36"W (CHORD BEARS: S18°13'13"W 159.29 FEET); THENCE S36°47'49"W 152.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 40098020.81 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 146.42 FEET THROUGH THE CENTRAL ANGLE OF 00°00'01", RADIAL BEARING: S46°06'40"E (CHORD BEARS: S43°53'20"W 146.42 FEET); THENCE

S49°38'39"W 250.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 408.17 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 325.07 FEET THROUGH THE CENTRAL ANGLE OF 45°37'52", RADIAL BEARING: S40°35'29"E (CHORD BEARS: S26°35'35"W 316.55 FEET); THENCE S03°00'57"W 551.77 FEET; THENCE N88°51'45"W 26.64 FEET; THENCE S01°18'35"W 662.45 FEET; THENCE N88°57'17"E 208.36 FEET; THENCE S84°51'23"E 93.82 FEET; THENCE EASTERLY ALONG THE ARC OF A 1607.90 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 634.84 FEET THROUGH THE CENTRAL ANGLE OF 22°37'18", RADIAL BEARING: S07°25'03"W (CHORD BEARS: S71°16'18"E 630.72 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 470.15 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 618.53 FEET THROUGH THE CENTRAL ANGLE OF 75°22'43", RADIAL BEARING: S59°36'17"E (CHORD BEARS: S07°17'38"E 574.88 FEET); THENCE S42°24'51"E 626.96 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 2727.44 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 782.40 FEET THROUGH THE CENTRAL ANGLE OF 16°26'10", RADIAL BEARING: S48°27'04"W (CHORD BEARS: S33°19'52"E 779.72 FEET); THENCE N66°46'31"E 458.50 FEET; THENCE EASTERLY ALONG THE ARC OF A 507.27 FOOT RADIUS CURVE TO THE RIGHT 212.19 FEET THROUGH THE CENTRAL ANGLE OF 23°57'59" (CHORD BEARS: N78°45'30"E 210.65 FEET); THENCE S88°30'39"E 2359.33 FEET; THENCE N01°08'48"E 1619.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 27.59 FEET THROUGH THE CENTRAL ANGLE OF 105°23'03" (CHORD BEARS: N53°50'19"E 23.86 FEET); THENCE EASTERLY ALONG THE ARC OF A 435.00 FOOT RADIUS REVERSE CURVE TO THE LEFT 114.22 FEET THROUGH THE CENTRAL ANGLE OF 15°02'42" (CHORD BEARS: S80°59'31"E 113.90 FEET); THENCE S88°30'52"E 1289.41 FEET; THENCE N01°17'35"E 3050.99 FEET; THENCE N00°59'06"E 82.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 332.47 FOOT RADIUS CURVE TO THE LEFT 336.71 FEET THROUGH THE CENTRAL ANGLE OF 58°01'37" (CHORD BEARS: N28°01'43"W 322.51 FEET); THENCE N54°14'48"W 460.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 435.00 FOOT RADIUS CURVE TO THE RIGHT 298.93 FEET THROUGH THE CENTRAL ANGLE OF 39°22'26" (CHORD BEARS: N34°33'35"W 293.09 FEET); THENCE N75°07'38"E 35.00 FEET; THENCE N75°07'38"E 35.00 FEET; THENCE N81°39'07"E 89.90 FEET; THENCE N47°07'50"E 316.31 FEET; THENCE S87°40'46"E 427.72 FEET; THENCE N65°41'09"E 250.52 FEET; THENCE S58°23'18"E 39.80 FEET; THENCE N79°19'21"E 158.99 FEET; THENCE S61°09'08"E 141.01 FEET; THENCE S49°12'22"E 224.44 FEET; THENCE N75°48'32"E 351.27 FEET; THENCE N69°02'51"E 171.43 FEET; THENCE N19°58'40"W 55.42 FEET; THENCE S89°00'00"W 153.58 FEET; THENCE N43°07'27"W 193.15 FEET; THENCE N44°13'00"E 184.64 FEET; THENCE N63°56'16"E 235.42 FEET; THENCE N54°47'58"E 218.52 FEET; THENCE N39°37'28"E 186.58 FEET; THENCE N50°56'01"E 270.16 FEET; THENCE N73°32'56"E 147.54 FEET; THENCE N23°22'53"W 81.26 FEET; THENCE N15°13'38"W 1306.80 FEET; THENCE S74°46'23"W 3000.00 FEET; THENCE S74°46'22"W 500.00 FEET; THENCE S74°35'29"W 248.68 FEET; THENCE S74°26'03"W 348.01 FEET; THENCE N88°43'14"W 254.45 FEET TO THE POINT OF BEGINNING.

AREA: 35,027,427 SQUARE FEET OR 804.119 ACRES.

Area 2

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 6 T42S, R13W SALT LAKE BASE AND MERIDIAN THENCE N88°55'17"W 655.50 FEET TO THE POINT OF BEGINNING; THENCE N88°55'17"W 666.37 FEET; THENCE S01°21'05"W 1316.95 FEET; THENCE N88°55'57"W 2131.91 FEET; THENCE N01°19'19"E 3091.98 FEET; THENCE NORTHERLY ALONG THE ARC OF A 587.18 FOOT RADIUS CURVE TO THE LEFT 127.10 FEET THROUGH THE CENTRAL ANGLE OF 12°24'06" (CHORD BEARS: N04°52'45"W 126.85 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 355.27 FOOT RADIUS COMPOUND CURVE TO THE LEFT 284.31 FEET THROUGH THE CENTRAL ANGLE OF 45°51'03" (CHORD BEARS: N34°00'19"W 276.78 FEET); THENCE N54°14'48"W 460.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT 274.88 FEET THROUGH THE CENTRAL ANGLE OF 39°22'26" (CHORD BEARS: N34°33'35"W 269.51 FEET); THENCE N75°07'38"E 35.00 FEET; THENCE N81°39'07"E 89.90 FEET; THENCE N47°07'50"E 316.31 FEET; THENCE S87°40'46"E 427.72 FEET; THENCE N65°41'09"E 250.52 FEET; THENCE S58°23'18"E 39.80 FEET; THENCE N79°19'21"E 158.99 FEET; THENCE S60°53'32"E 140.20 FEET; THENCE S49°36'35"E 225.78 FEET; THENCE N75°46'57"E 349.20 FEET; THENCE N69°10'29"E 173.48 FEET; THENCE N19°58'47"W 55.42 FEET; THENCE S88°52'38"W 155.62 FEET; THENCE N43°07'20"W 193.15 FEET; THENCE N44°24'11"E 185.48 FEET; THENCE N63°56'16"E 235.42 FEET; THENCE N54°47'58"E 218.52 FEET; THENCE N39°37'28"E 186.58 FEET; THENCE N51°01'53"E 271.06 FEET; THENCE N73°31'01"E 146.54 FEET; THENCE N23°22'53"W 81.26 FEET; THENCE N74°48'04"E 498.78 FEET; THENCE N15°14'32"W 1303.99 FEET; THENCE N74°19'14"E 509.54 FEET; THENCE N75°15'16"E 1677.30 FEET; THENCE S70°56'31"E 153.14 FEET; THENCE N82°35'26"E 518.05 FEET; THENCE N88°19'06"E 627.46 FEET; THENCE N00°10'02"E 35.64 FEET; THENCE S80°27'39"E 339.87 FEET; THENCE S61°46'36"E 422.93 FEET; THENCE S00°52'21"W 317.32 FEET; THENCE N89°04'45"W 1349.43 FEET; THENCE S01°14'44"W 1688.51 FEET; THENCE N78°23'16"W 977.00 FEET; THENCE S32°30'44"W 1412.00 FEET; THENCE S08°24'44"W 709.82 FEET; THENCE N90°00'00"W 246.48 FEET; THENCE S00°00'00"E 317.78 FEET; THENCE N90°00'00"E 216.43 FEET; THENCE S09°12'18"W 1211.54 FEET; THENCE S00°50'39"W 495.03 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 6 T42S, R14W SALT LAKE BASE AND MERIDIAN; THENCE N88°57'05"W 1299.19 FEET; THENCE S01°13'48"W 1688.51 FEET; THENCE N78°24'12"W 977.00 FEET; THENCE S32°29'48"W 1412.00 FEET; THENCE S08°23'48"W 2240.00 FEET; THENCE S01°07'23"W 495.70 FEET; THENCE N88°52'45"W 663.83 FEET; THENCE S01°07'50"W 1290.51 FEET; THENCE N88°45'52"W 2102.02 FEET; THENCE N01°15'09"E 1283.02 FEET; THENCE N01°17'51"E 1795.51 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 436.12 FOOT RADIUS CURVE TO THE LEFT 422.20 FEET THROUGH THE CENTRAL ANGLE OF 55°27'59" (CHORD BEARS: N26°26'09"W 405.90 FEET); THENCE N54°14'48"W 460.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 365.00 FOOT RADIUS CURVE TO THE RIGHT 66.23 FEET THROUGH THE CENTRAL ANGLE OF 10°23'48" (CHORD BEARS: N49°02'54"W 66.14 FEET); THENCE

N00°08'32"E 172.35 FEET; THENCE N47°01'09"E 315.47 FEET; THENCE S87°40'46"E 427.72 FEET; THENCE N65°44'58"E 251.51 FEET; THENCE S57°24'49"E 39.02 FEET; THENCE N79°19'21"E 158.99 FEET; THENCE S61°09'08"E 141.01 FEET; THENCE S49°24'34"E 225.11 FEET; THENCE N75°47'41"E 350.23 FEET; THENCE N69°06'37"E 172.46 FEET; THENCE N19°58'47"W 55.42 FEET; THENCE S88°56'14"W 154.60 FEET; THENCE N43°07'27"W 193.15 FEET; THENCE N44°24'03"E 185.48 FEET; THENCE N63°52'09"E 234.43 FEET; THENCE N54°54'30"E 219.45 FEET; THENCE N39°37'21"E 186.58 FEET; THENCE N50°55'54"E 263.13 FEET; THENCE N74°12'54"E 74.04 FEET; THENCE EASTERLY ALONG THE ARC OF A 585.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 75.13 FEET THROUGH THE CENTRAL ANGLE OF 07°21'30", RADIAL BEARING: N15°13'05"W (CHORD BEARS: N71°06'10"E 75.08 FEET); THENCE N20°33'28"W 81.32 FEET; THENCE N15°15'39"W 1304.64 FEET; THENCE N74°35'43"E 1008.74 FEET; THENCE N74°44'02"E 1003.63 FEET; THENCE N76°24'16"E 674.14 FEET; THENCE N03°21'53"W 17.38 FEET; THENCE S69°33'12"E 160.88 FEET; THENCE N82°57'09"E 512.20 FEET; THENCE N88°35'24"E 626.39 FEET; THENCE N00°10'02"E 35.64 FEET; THENCE S80°27'39"E 339.87 FEET; THENCE S61°46'36"E 422.93 FEET; THENCE S00°52'26"W 317.32 FEET; THENCE N88°57'05"W 49.16 FEET TO THE POINT OF BEGINNING.

AREA: 19,763,542 SQUARE FEET OR 453.708 ACRES.

Area 3

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 7 T42S, R13W SALT LAKE BASE AND MERIDIAN; THENCE N88°56'10"W 1319.08 FEET; THENCE S01°21'05"W 1316.95 FEET; THENCE S01°09'54"W 2638.69 FEET; THENCE N89°02'19"W 2135.72 FEET; THENCE S01°13'15"W 1327.33 FEET; THENCE S36°33'10"W 60.99 FEET; THENCE S01°11'00"W 267.66 FEET; THENCE N88°45'01"W 749.47 FEET; THENCE N88°46'25"W 537.90 FEET; THENCE S01°13'35"W 660.00 FEET; THENCE N89°17'14"W 662.42 FEET; THENCE S01°11'03"W 1350.08 FEET; THENCE N88°28'40"W 1322.27 FEET; THENCE N01°09'09"E 1349.56 FEET; THENCE N88°49'57"W 658.57 FEET; THENCE N01°35'54"E 334.47 FEET; THENCE N88°46'38"W 2651.11 FEET; THENCE N01°20'36"E 289.32 FEET; THENCE NORTHERLY ALONG THE ARC OF A 855.67 FOOT RADIUS CURVE TO THE RIGHT 280.97 FEET THROUGH THE CENTRAL ANGLE OF 18°48'49" (CHORD BEARS: N10°45'00"E 279.71 FEET); THENCE N01°16'01"E 1417.36 FEET; THENCE N89°05'58"W 1380.85 FEET; THENCE N01°07'11"E 1321.08 FEET; THENCE S89°04'17"E 1326.85 FEET; THENCE S00°02'44"W 314.37 FEET; THENCE S82°33'10"E 186.12 FEET; THENCE S07°35'13"W 26.00 FEET; THENCE S82°24'47"E 102.48 FEET; THENCE S82°24'47"E 288.79 FEET; THENCE S07°35'13"W 45.17 FEET; THENCE S82°24'47"E 36.68 FEET; THENCE S39°14'54"E 224.09 FEET; THENCE S84°34'00"E 31.43 FEET; THENCE N05°22'00"E 51.52 FEET; THENCE S84°38'00"E 132.00 FEET; THENCE S05°22'00"W 30.51 FEET; THENCE S84°38'00"E 160.00 FEET; THENCE N05°22'00"E 128.88 FEET; THENCE N50°54'50"E 125.96 FEET; THENCE N26°15'10"E 70.42 FEET; THENCE N47°58'30"E 221.79 FEET; THENCE N37°18'50"E 54.53 FEET; THENCE N51°22'21"E 100.00 FEET; THENCE N69°45'40"E 31.70 FEET; THENCE N51°22'18"E 305.03 FEET; THENCE S38°03'38"E 256.23 FEET; THENCE SOUTHEASTERLY

ALONG THE ARC OF A 2141.90 FOOT RADIUS CURVE TO THE RIGHT 526.11 FEET THROUGH THE CENTRAL ANGLE OF 14°04'24" (CHORD BEARS: S31°01'26"E 524.79 FEET); THENCE N66°46'31"E 458.50 FEET; THENCE EASTERLY ALONG THE ARC OF A 532.21 FOOT RADIUS CURVE TO THE RIGHT 74.92 FEET THROUGH THE CENTRAL ANGLE OF 08°03'55" (CHORD BEARS: N70°48'28"E 74.86 FEET); THENCE EASTERLY ALONG THE ARC OF A 484.71 FOOT RADIUS COMPOUND CURVE TO THE RIGHT 143.05 FEET THROUGH THE CENTRAL ANGLE OF 16°54'35" (CHORD BEARS: N83°17'43"E 142.53 FEET); THENCE S88°30'10"E 2353.68 FEET; THENCE N01°08'48"E 1619.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 27.59 FEET THROUGH THE CENTRAL ANGLE OF 105°23'03" (CHORD BEARS: N53°50'19"E 23.86 FEET); THENCE EASTERLY ALONG THE ARC OF A 435.00 FOOT RADIUS REVERSE CURVE TO THE LEFT 114.22 FEET THROUGH THE CENTRAL ANGLE OF 15°02'42" (CHORD BEARS: S80°59'31"E 113.90 FEET); THENCE S88°30'52"E 1322.85 FEET; THENCE S88°55'58"E 2126.33 FEET; THENCE S88°53'45"E 5.59 FEET TO THE POINT OF BEGINNING.

AREA: 31,680,732 SQUARE FEET OR 727.290 ACRES.

EXHIBIT B

Hurricane City Vicinity Map

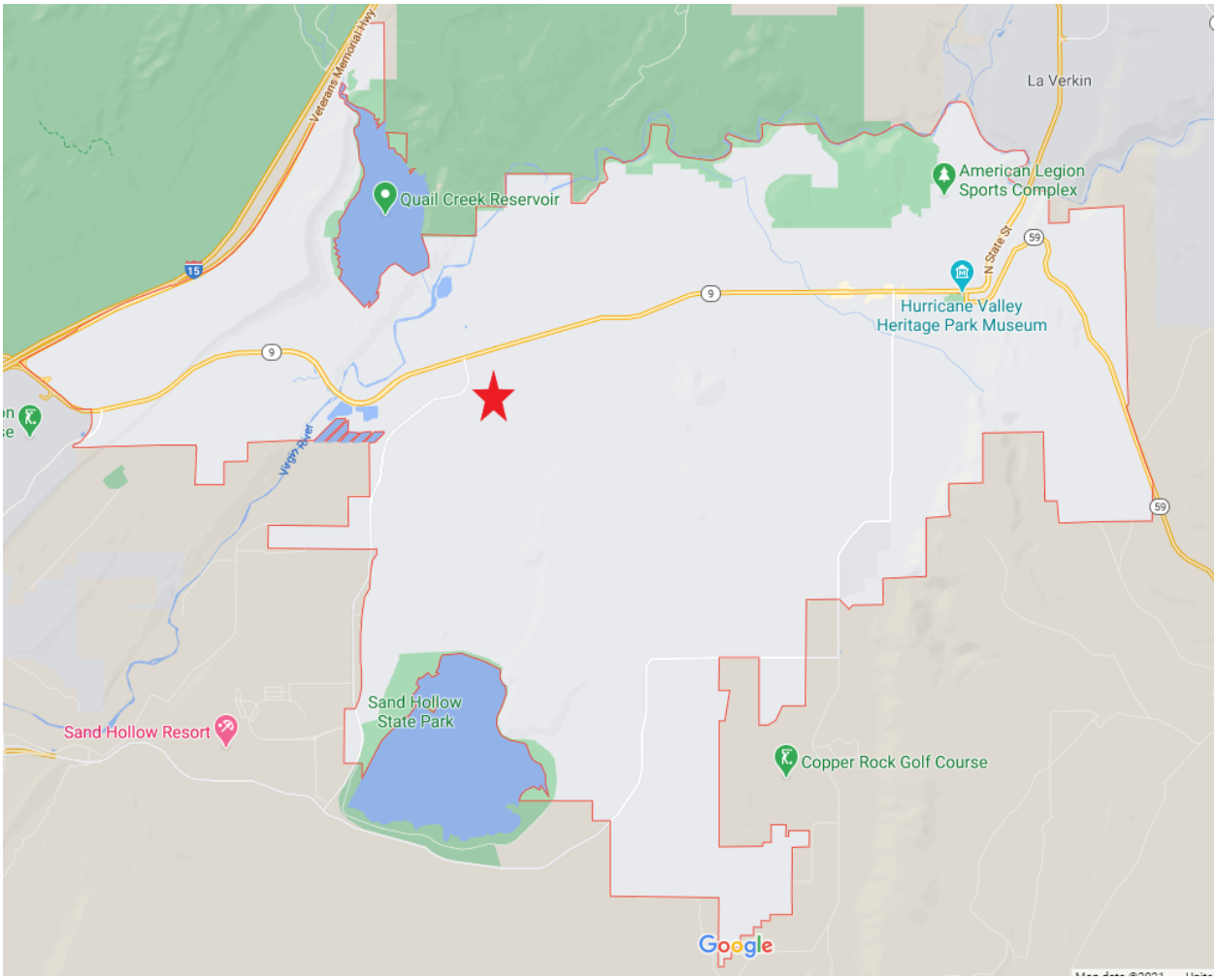


EXHIBIT C

Initial District and Annexation Area Boundary Map

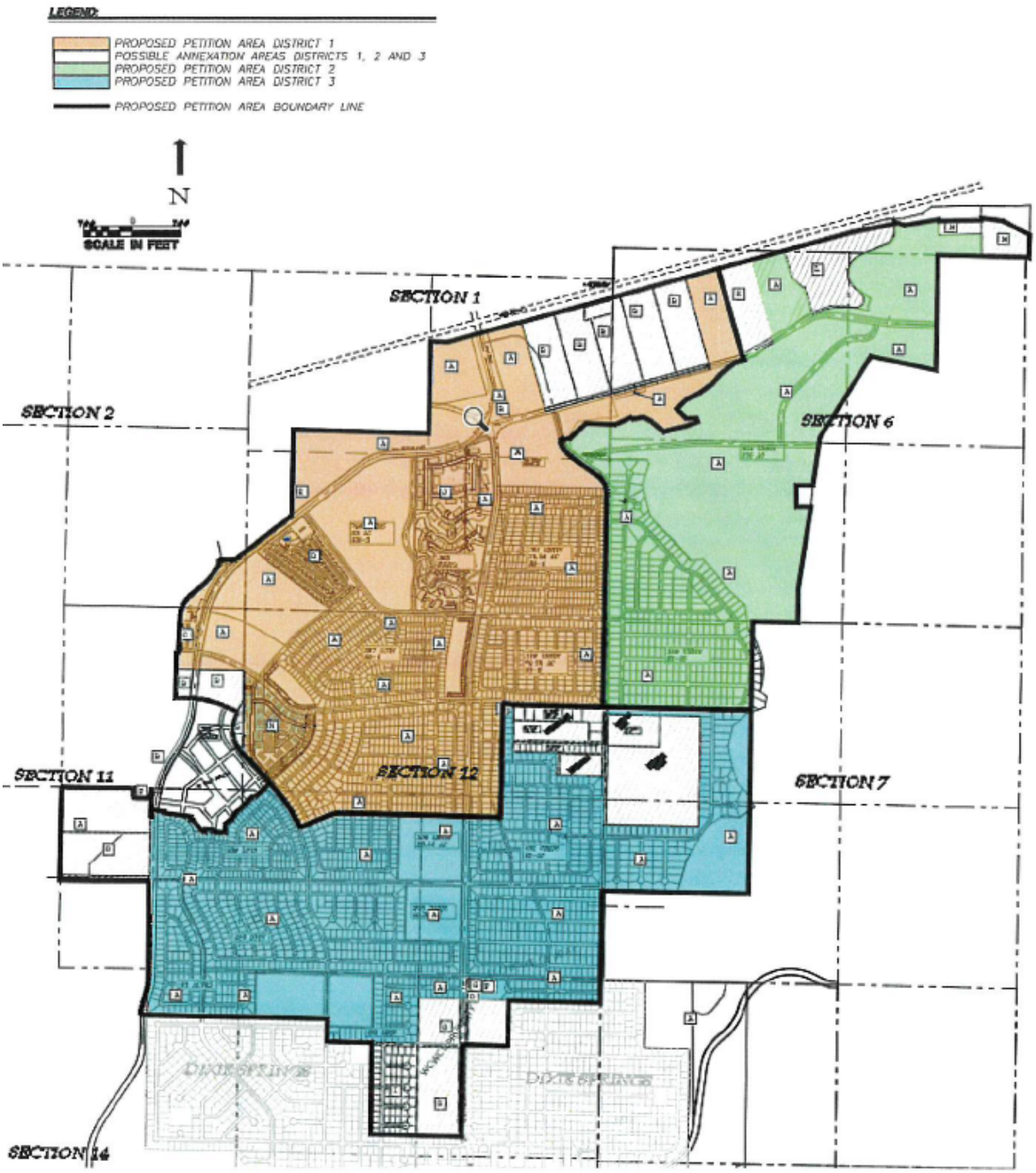


EXHIBIT D

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

BETWEEN

HURRICANE CITY, UTAH
AND
GATEWAY AT SAND HOLLOW
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between HURRICANE CITY, a municipal corporation of the State of Utah ("City"), and GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 1 ("District No. 1"), GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 2 ("District No. 2"), and GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 3 ("District No. 3"), each a political subdivision of the State of Utah (each a "District" and collectively "Districts"). The City and the District are collectively referred to as the Parties.

The intent of the Parties hereto is that this Amended and Restated Interlocal Agreement shall amend and fully restated and replace each of the Interlocal Agreements previously entered between the City and each of the individual Districts named herein.

RECITALS

WHEREAS, the Districts were organized to exercise powers as are more specifically set forth in the District's respective original governing documents approved by the City on April 15, 2021; and

WHEREAS, the City subsequently approved an amendment and complete restatement of the Districts' original governing documents on _____, 2026 (the "Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Amended and Restated Interlocal Agreement between the City and the Districts; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amended and Restated Interlocal Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Improvements Limitation. Without written authorization of the City, the Districts shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by one of the Districts.

3. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will require developers to obtain the City's approval of civil engineering plans and to obtain applicable permits for construction and installation of Public Improvements prior to performance of such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. The Districts shall not include within any of their boundaries any property outside the Annexation Area without the prior written consent of the City District obtaining consents required under the PID Act and the passage of a resolution of the applicable Board approving such annexation.

6. Overlap Limitation. The Districts shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the Districts. The Districts shall not consent

to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of a District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District. The forgoing overlap limitation shall not apply to the Districts overlapping the ZRMC Public Infrastructure District.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), a District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. There shall be no limit on:

(a) the amount of Debt which may be issued individually or collectively by the Districts, provided the Maximum Debt Mill Levy is not exceeded on any property within the Districts;

(b) a District's pledge of its property tax revenues to the Debt of either of the other Districts; or

(c) the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

9. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201 (4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of the Board that the purposes for which a District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(a) All of the information in the first paragraph of this section above.

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

> "Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $450** for the duration of the District's Bonds."

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of a District which violate the Limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

14. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within the District for payment of Limited Tax

Debt, and shall be 0.0045 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8). Further, the Districts may not impose mill levies which aggregate in excess of 0.0045 per dollar of taxable value of any taxable property in the Districts; provided that such levies shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

15. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. ln addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

16. Prepayment of Assessments. All Assessments (other than Assessments under the C-PACE Act) imposed by any District on a parcel zoned for residential uses shall be prepaid at or before the time such parcel is conveyed to an End User. In the event a developer intends to pass on Assessments to a party that is not a residential End User, the developer shall obtain a signed acknowledgement of such purchaser stating the amount of Assessments being passed on. Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such act.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Gateway at Sand Hollow Public Infrastructure District Nos. 1, 2, or 3 3351 South Sand Hollow RD Hurricane, UT 84737 Attn: Brent Moser Phone:
To the City:	Hurricane City 147 N 870 W Hurricane, UT 84737 Attn: City Manager Phone: (435) 635-2811

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof

in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[Signature Pages to Follow]

[SIGNATURE PAGE TO AMENDED AND RESTATED INTERLOCAL AGREEMENT]

GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED INTERLOCAL AGREEMENT]

HURRICANE CITY, UTAH

By: _____
Nanette Billings, Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Reimbursement and Purchase Agreement for Water Rights, Real Property, and Improvements.

Discussion: This item is for the proposed acquisition of land, water rights, and water infrastructure. A confidential memorandum is included in the Council's packet. The details of the agreement may discussed in detail at the public meeting.– Dayton Hall

Findings:

Recommendation:

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH APPROVING AN AMENDMENT TO THE MAY 2025 IMPACT FEE FACILITIES PLAN, AN AMENDMENT TO 2025 IMPACT FEE ANALYSIS, AND MODIFYING THE CURRENT IMPACT FEE FOR POWER

WHEREAS the City Council of Hurricane, Utah has by ordinance previously imposed impact fees in order to provide funding for power utilities and services needed to serve property and residents within Hurricane City, with the most recent being Ordinance No. 2025-04 adopted on May 15, 2025; and

WHEREAS Ordinance No. 2025-04 adopted an Impact Fee Facilities Plan ("IFFP") and Impact Fee Analysis ("IFA") for power in accordance with the Utah Impact Fee Act contained in Utah law, which identify the demands placed upon existing facilities and services by new development activity and the proposed means by which the City will meet those demands; and

WHEREAS Hurricane City has undertaken additional studies and that have resulted in an Amendment to the May 2025 Impact Fee Facilities Plan ("IFFP Amendment") and an Amendment to 2025 Impact Fee Analysis ("IFA Amendment"); and

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

WHEREAS the City Council finds and determines that the IFFP Amendment and IFA Amendment make necessary revisions to the IFFP and IFA imposing impact fees on development activity in order to achieve an equitable allocation to the costs borne in the past and to be borne in the future; and

WHEREAS the City desires to update the impact fees assessed and imposed on development based upon the IFFP Amendment and IFA Amendment and the analysis contained therein, together with the unamended portions of the IFFP and IFA; and

WHEREAS a public hearing, after public notice as required by law, has been held by the Hurricane City Council on the 15th day of January, 2026 to take comments on the IFFP Amendment, IFA Amendment, and this proposed ordinance, a copy of which was made available at the Hurricane City Office and the Hurricane Branch of the Washington County Library for a period of 10 days prior to the public hearing;

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

1. Hurricane City hereby approves and adopts herewith the Amendment to the May 2025 Impact Fee Facilities Plan ("IFFP Amendment") prepared by Intermountain Consumer Professional Engineers, Inc. and the Amendment to 2025 Impact Fee Analysis ("IFA Amendment") prepared and certified by LRB Public Finance Advisors.

2. Based upon the analysis set forth in the IFFP, IFA, IFFP Amendment, and IFA Amendment, as approved by the Hurricane City Council, the City hereby adopts at a 100% recovery level the Proposed Fee set forth in AMENDED Table 6.2 of the IFA Amendment.

4. The fees adopted herein are based upon growth in kilowatts ("kWs"). The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities. A developer may submit a written request, supported by studies and data for a particular development, and request an adjustment, with the developer being responsible for all reasonable costs incurred by the City to analyze the request, including the cost to retain electrical engineers and financial analysts. Any adjustment could result in a higher or lower impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The analysis within the IFFP and the IFA, together with the following formula, will generally guide the analysis of a requested adjustment: Estimated Diversified kW Usage * $734.24. The City is authorized to adjust the standard impact fee at the time the fee is charged to: (1) Respond to unusual circumstances in specific cases or a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected and (2) Ensure that the impact fees are imposed fairly. Any adjustments to the standard impact fee shall be made by the City Council at a regularly scheduled meeting.

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

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

PASSED AND APPROVED THIS 15th DAY OF JANUARY, 2026.

_____
Mayor Clark Fawcett

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 15th day of January, 2026. 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___

_____
Cindy Beteag, City Recorder

PUBLIC FINANCE ADVISORS



HURRICANE UTAH

DECEMBER 2025

AMENDMENT TO 2025 IMPACT FEE ANALYSIS (IFA)

ELECTRICAL TRANSMISSION AND SUBSTATIONS

PREPARED BY:

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

IMPACT FEE CERTIFICATION

IFA CERTIFICATION

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

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

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

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

LRB PUBLIC FINANCE ADVISORS

SECTION 1: SUMMARY AND AMENDED IMPACT FEE

SUMMARY

The Hurricane City Electrical Transmission and Substation Impact Fee Analysis (IFA), dated May 2025, is being amended to account for changes to the estimated future facility costs as identified in the City's recently amended 2025 Hurricane City Electrical Transmission and Substation Impact Fee Facilities Plan (Amended IFFP). This amendment updates the calculation of the impact fee to account for the following:

- Updates to IFFP Table 2-3: Summary of CP Demands for the Period 2023-2033.
- Updates to IFFP Table 2-4: Summary of CFP Improvement Projects for the Period 2023-2033.

EXPLANATION

The City recently amended the 2025 IFFP. The main purpose of this amendment was to update the IFFP with the addition of two substation projects. Furthermore, additional load was added to the coincident-peak ("CP") demand assumptions in the IFFP. This plan reevaluated future facility costs, prioritization, and timing. As a result, the IFA will be amended to reflect these changes.

REVISED DEMAND

The demand unit used in the calculation of the electrical impact fees is the estimated MW and kW at a power factor of 95 percent for residential and 90 percent for commercial.[1] **TABLE 3.1** has been amended to reflect the Amended IFFP and summarized below.

AMENDED TABLE 3.1: PROJECTED DEMAND

DESCRIPTION	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total System CP Demands (kW)	50,635	54,686	59,061	63,786	78,888	84,399	87,375	90,470	93,689	97,037	100,518
Ten Year Demand	**49,883**										

REVISED FUTURE CAPITAL FACILITIES

Based upon these amendments, the costs found in IFA **TABLE 5.1** have been adjusted. The percentage of the total cost that is attributable to growth is based upon the ratio of the capacity available for meeting future growth in the 10-year IFFP demand period to the total capacity provided by the project. All the projects listed in the table below have a life expectancy of more than 10 years.

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

AMENDED TABLE 5.1: SUMMARY OF FUTURE CAPITAL PROJECT COSTS

Project & Title	Opinion of Cost	Year	Const. Year Cost	% to IFFP Demand	Cost to Growth
Replace Anticline T1	$1,943,675	2025	$2,021,422	59.1%	$1,194,660
New Future Substation 1	$8,132,823	2027	$9,148,320		$5,406,657
Three Falls Substation Bay 2	$3,728,421	2029	$4,536,194		$2,680,891
New Sky Mountain Substation	$5,503,354	2027	$6,190,525		$3,658,600
New Future Substation 3	$8,132,823	2027	$9,148,320		$5,406,657
New Future Substation 4	$8,132,823	2028	$9,514,253		$5,622,923
Three Falls substation Bay 1 Upgrade	$2,119,390	2032	$2,900,532	35.6%	$1,032,589
New 138kV-69kV Future Substation 2	$7,195,069	2033	$10,240,827	35.6%	$3,645,734
New 138kV line from Purgatory to Future Sub 1	$7,329,545	2026	$7,927,636	59.1%	$4,685,233
New 138kV line from Future Sub 1 to Three Falls	$2,469,220	2028	$2,888,638	59.1%	$1,707,185
New 69kV line to Sky Mountain	$200,805	2027	$225,878	59.1%	$133,494
New 138kV line to 600 North	$998,027	2031	$1,313,335	59.1%	$776,181
New 138kV line from 600 North to Three Falls	$1,339,409	2032	$1,833,074	35.6%	$652,574
New 138kV line to Future Substation 2	$210,848	2033	$300,102	35.6%	$106,836
Total	**$57,436,232**		**$68,189,055**		**$36,710,216**

Construction cost based on a base year of 2024 with four percent annual construction inflation. According to the 2025 IFFP, the "% to IFFP Demand" percentage was calculated from the ratio of the total estimated growth and the added electrical capacity of the new projects. The electrical capacity of the new substations was determined by using 75% of the 55°C transformer rating which is what each transformer is allowed to be loaded to meet the Level of Service Standard. The total additional capacity added by the proposed substation projects to the system is 84.4 MW. The total estimated growth is 49.883 MW. The corresponding ratio for this approach is 59.1%. Therefore, it is proposed to apply 59.1% of the respective cost of these projects to the impact fees. The other 40.9% of the cost of these projects will be assumed to be captured by impact fees beyond the 10-year window of this current study. The % allocation of the remaining projects were based on a system-wide benefit, with the projects serving existing and future development. Thus, the projects are spread across the combined system demand, with the IFFP demand comprising 35.6% of the total.

REVISED IMPACT FEE CALCULATION

Based on the amendments discussed above, the amended cost per new kW is shown in **TABLE 6.1**.

AMENDED TABLE 6.1: ESTIMATE OF IMPACT FEE COST PER KW

	TOTAL COSTS	% GROWTH RELATED AND IMPACT FEE FUNDED	GROWTH RELATED & CITY FUNDED COSTS	GROWTH RELATED KW	COST PER NEW KW
Future System Improvements	$68,189,055	54%	$36,710,216	49,883	$735.93
Professional Expense	$73,925	60%	$44,380	36,740	$1.21
Interest Credit	($95,000)	100%	($95,000)	49,883	($1.90)
TOTALS:	**$68,167,980**		**$36,659,596**		**$735.24**

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

The fee per kW is then applied to the general usage statistics for residential and commercial users, as shown in **Table 6.2**. The higher impact fee base cost per kW in this analysis comes from the type of proposed projects in this analysis, the higher cost of system components and the increased costs construction labor since the last analysis was done. Additionally, the fee schedule was expanded to include a 4,000 AMP panel.

AMENDED TABLE 6.2: ILLUSTRATION OF IMPACT FEE BY PANEL RATING

PANEL RATING	LINE-TO-LINE VOLTAGE	100% PANEL KVA	AVG PANEL LOADING	AVG PEAK DEMAND @ PANEL (KVA)	POWER FACTOR	ESTIMATED DIVERSIFIED KW	PROPOSED FEE	EXISTING FEE	% CHANGE
Residential (120/240, 1 phase)									
125	240	30	12.50%	3.75	95%	3.56	$2,619	$2,592	1%
200	240	48	12.50%	6.00	95%	5.70	$4,191	$4,148	1%
400	240	96	12.85%	12.34	95%	11.72	$8,616	$8,528	1%
600	240	144	12.85%	18.50	95%	17.58	$12,925	$12,792	1%
Commercial (120/240, 1 phase)									
200	240	48	25.00%	12.00	90%	10.80	$7,941	$7,859	1%
400	240	96	25.00%	24.00	90%	21.60	$15,881	$15,718	1%
600	240	144	25.00%	36.00	90%	32.40	$23,822	$23,577	1%
800	240	192	25.00%	48.00	90%	43.20	$31,762	$31,436	1%
Commercial (120/208, 3 phase)									
200	208	72	25.00%	18.01	90%	16.21	$11,920	$11,797	1%
400	208	144	25.00%	36.03	90%	32.42	$23,839	$23,595	1%
600	208	216	25.00%	54.04	90%	48.64	$35,759	$35,392	1%
800	208	288	25.00%	72.05	90%	64.85	$47,679	$47,189	1%
1,000	208	360	25.00%	90.07	90%	81.06	$59,599	$58,987	1%
1,200	208	432	25.00%	108.08	90%	97.27	$71,518	$70,784	1%
1,600	208	576	25.00%	144.11	90%	129.70	$95,358	$94,378	1%
1,800	208	648	25.00%	162.12	90%	145.91	$107,277	$106,176	1%
2,000	208	721	25.00%	180.13	90%	162.12	$119,197	$117,973	1%
2,500	208	901	25.00%	225.17	90%	202.65	$148,996	$147,466	1%
3,000	208	1,081	25.00%	270.20	90%	243.18	$178,796	$176,960	1%
4,000	208	1,441	25.00%	360.27	90%	324.24	$238,394	NA	NA
Commercial (277/480, 3 phase)									
200	480	166	25.00%	41.57	90%	37.41	$27,507	$27,225	1%
400	480	333	25.00%	83.14	90%	74.82	$55,014	$54,449	1%
600	480	499	25.00%	124.71	90%	112.24	$82,521	$81,674	1%
800	480	665	25.00%	166.28	90%	149.65	$110,028	$108,898	1%
1,000	480	831	25.00%	207.85	90%	187.06	$137,535	$136,123	1%
1,200	480	998	25.00%	249.42	90%	224.47	$165,042	$163,347	1%
1,600	480	1,330	25.00%	332.55	90%	299.30	$220,056	$217,796	1%
1,800	480	1,496	25.00%	374.12	90%	336.71	$247,563	$245,021	1%
2,000	480	1,663	25.00%	415.69	90%	374.12	$275,070	$272,246	1%
2,500	480	2,078	25.00%	519.62	90%	467.65	$343,838	$340,307	1%
3,000	480	2,494	25.00%	623.54	90%	561.18	$412,605	$408,368	1%
4,000	480	3,326	25.00%	831.38	90%	748.25	$550,140	NA	NA

NON-STANDARD IMPACT FEES

The proposed fees are based upon growth in kWs. The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities.[2] A developer may submit studies and data for a particular development and request an adjustment. This adjustment could result in a higher or lower impact fee if the City determines that a particular user may create a different impact than what is standard for its land use.

Estimated Diversified kW Usage * $735.24

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

REVISED CALCULATION OF IMPACT FEE INTEREST CREDIT

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

AMENDED TABLE 6.3: IMPACT FEE INTEREST CALCULATION

YEAR	KW	NEW KW	FEE PER KW	PROJECTED REVENUE	PROJECTED EXPENSE	PROJECTED BUY-IN EXPENSE	NET	CUMULATIVE	INTEREST EARNED
2023	50,635								
2024	54,686	4,051	$735	$2,978,457	$0	$0	$2,978,457	$2,978,457	$29,785
2025	59,061	4,375	$735	$3,216,675	($1,194,660)	$0	$2,022,015	$5,000,472	$50,005
2026	63,786	4,725	$735	$3,474,009	($4,685,233)	$0	($1,211,224)	$3,839,253	$38,393
2027	78,888	15,102	$735	$11,103,594	($14,605,408)	$0	($3,501,814)	$375,832	$3,758
2028	84,399	5,511	$735	$4,051,908	($7,330,108)	$0	($3,278,201)	($2,898,611)	($28,986)
2029	87,375	2,976	$735	$2,188,074	($2,680,891)	$0	($492,817)	($3,420,414)	($34,204)
2030	90,470	3,095	$735	$2,275,568	$0	$0	$2,275,568	($1,179,050)	($11,790)
2031	93,689	3,219	$735	$2,366,738	($776,181)	$0	$1,590,556	$399,716	$3,997
2032	97,037	3,348	$735	$2,461,584	($1,685,163)	$0	$776,420	$1,180,133	$11,801
2033	100,518	3,481	$735	$2,559,370	($3,752,571)	$0	($1,193,200)	($1,266)	($13)
Total				**$36,675,977**	**($36,710,216)**	**$0**			

Assumes interest earnings based on one percent interest rate.

Hurricane City

Electrical Transmission and Substation Amendment to May 2025 IFFP

December 2025

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

AMENDMENT

IFFP Amendment Overview

This is an amendment to the Impact Fee Facilities Plan (IFFP) prepared in May 2025 for Hurricane City Power. The main purpose of this amendment is to update the IFFP with the addition of two substation projects. The two new substations will be 138kV-12.47kV substations. With the addition of these two new substation projects some of the previously proposed transmission line projects need to be routed differently. This affects the length of the lines and therefore the cost. The routing and cost of the transmission lines was updated in this amendment. Also, the projected completion date of Sky Mountain Substation has been moved forward to 2027.

The necessity of the two additional substations is for load growth in the south area of the city. Hurricane City is seeing heavy load growth in the south part of the city, and these additional substations are necessary to serve that load. These new substations were given the names of Future Substation 3 and Future Substation 4.

The Sky Mountain substation needs to be completed sooner than was outlined in the IFFP. This is due to a new hospital with an estimated load of 10 MW and a project year of completion date of 2027. The new hospital will be served by the Sky Mountain substation and therefore the completion of Sky Mountain substation needs to be moved forward to 2027.

Projects

The additional substations that are added in this amendment will be installed in the 5-year planning horizon. The new substations will be operating at 138kV–12.47kV. Both substations will be a dual bay configuration, 20 MVA per bay, with one bay as a future addition. The location of Future Substation 3 is in the general vicinity of 1100 west and 3000 south. Substation 3 can help backup Three Falls Substation and Future Substation 1. Future Substation 3 is planned to be built in 2027. The location of Future Substation 4 is near the junction of SR-7 and SR-9. Future Substation 4 can help backup Three Falls Substation, Brentwood Substation, and Sky Mountain Substation once it is installed. Future Substation 4 is planned to be built in 2028.

The location of Future Substation 1 was moved further south. The transmission line to Future Substation 1 was extended by about 1.5 miles. This transmission line will also tie into Future Substation 4. The routing of the transmission line was determined from information provided by Hurricane City.

The transmission line that went from Future Substation 1 to Three Falls was shortened by 0.75 mile. This transmission line will tie into Future Substation 3.

The transmission line that tapped off the Future Substation 1 transmission line and was routed to the existing 600 North transmission line was extended by 0.3 miles. This line now goes from Future Substation 4 to the existing 600 North transmission line.

Table Updates

The addition of the hospital load was added to the coincident-peak ("CP") demand. Hurricane City's updated projected CP demand between 2024 and 2033 are shown in Table 2-3.

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

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total System CP Demands (kW)	54,686	59,061	63,786	78,888	84,399	87,375	90,470	93,689	97,037	100,518

The updated summary of the recommended projects, timing and costs are shown below in Table 2-4.

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

Project Number	Description	Project Estimated Cost ($) **	Estimated Timeframe	IFFP Percentage	Adjusted Project Cost
1	Replace Anticline T1	1,943,675.00	2025	59.1%	1,148,711.93
2	New 138kV line from Purgatory to Future Sub 1	7,329,545.00	2025-2027	59.1%	4,331,761.10
3	New Future Substation 1	8,132,823.00	2027	59.1%	4,806,498.39
4	New 69kV line to Sky Mountain	200,805.00	2027	59.1%	118,675.76
5	New Sky Mountain Substation	5,503,354.00	2027	59.1%	3,252,482.21
6	New Future Substation 3	8,132,823.00	2027	59.1%	4,806,498.39
7	New 138kV line from Future Sub 1 to Three Falls	2,469,220.00	2027-2028	59.1%	1,459,309.02
8	New Future Substation 4	8,132,823.00	2028	59.1%	4,806,498.39
9	Three Falls Substation Bay 2	3,728,421.00	2029	59.1%	2,203,496.81
10	New 138kV line to 600 North	998,027.00	2031	59.1%	589,833.96
11	New 138kV line from 600 North to Three Falls	1,339,409.00	2032	35.6%	476,829.60
12	Three Falls substation Bay 1 Upgrade	2,119,390.00	2032	35.6%	754,502.84
13	New 138kV line to Future Substation 2	210,848.00	2033	35.6%	75,061.89
14	New 138kV-69kV Future Substation 2	7,195,069.00	2033	35.6%	2,561,444.56
	TOTAL	57,436,232.00			31,391,604.85

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

** Values have been rounded.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2026-07 Amending and Adopting fees related to municipal power services.

Discussion: We have identified a need to update and maintain a current, accurate list of Pre-Qualified High Voltage Contractors. Our current process requires an application, class/test, and fee to be added to the list. There has been no process for updates or requirements for recertification after they are originally added to the list. Our current list has contractors who are no longer providing services, have outdated contacts, or are not maintaining quality standards of installation. We are needing to add a process to annually recertify contractors who would like to remain on our list, an annual refresher class to explain and identify any changes to standards or equipment, and discuss any continuous issues we see in installations from the previous year. This recertification provides a physical license which contractors would have to maintain on-site proving their current qualification status. There would need to be an established fee schedule relating to this recertification, but the details will be discussed at the Power Board meeting on January 14th for a recommendation to the City Council. I will submit the Power Board recommendation to Cindy once the meeting has adjourned. – Crystal Wright

Findings:

Recommendation:

UNDERGROUND CONTRACTOR PREQUALIFICATION

1. NEW APPLICATIONS
    a. Change current fees:
        i. Currently $100 per company (includes 1 person) and $50 per additional person
        ii. Would like to move to $150 per company (includes 1 person) and $100 per additional person
    b. Justification:
        i. New applications will require classroom training and certification test, and a walk-through of equipment in the yard with a Hurricane Power employee.
        ii. We expect this process to take a total of 5 man-hours.
        iii. At nearly $100 per Hurricane Employee that rate would be $500
        iv. Average company brings an additional 3 guys to be certified
2. ANNUAL REFRESHER
    a. No current fee or structure
        i. This will be the first mandatory annual refresher class
        ii. There is a need to inform contractors of changes, concerns, and make sure info is updated and current
        iii. Would like to charge $50 per person
    b. Justification
        i. Certified persons are already aware of most of Hurricane Standards
        ii. We expect this classroom training to last roughly 2 man-hours
        iii. At nearly $100 per Hurricane Employee that rate would be $200
        iv. Estimating average company brings an additional 3 guys to be certified

Resolution 2026-07

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, AMENDING AND ADOPTING FEES RELATED TO MUNICIPAL POWER SERVICES

WHEREAS, the Hurricane City Council is authorized by Section 10-3-717 of the Utah Code and Section 1-5-6-G.1. of the Hurricane City Code to establish fees for municipal services; and

WHEREAS, said City Council has previously adopted a consolidated fee schedule and desires to amend these fees; and

WHEREAS, said City Council desires to amend the Prequalified Contractor Testing fee for Hurricane Power Department Services; and

WHEREAS, the City Council desires to adopt the addition of an annual Re-Certification Course for Prequalified Contractors; 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 for implementation as part of Section 8-4-4 of the Hurricane City Code:

Prequalified Contractor Testing	$150/company AND $100/person
Re-certification Prequalified Contractor Testing	$50/person

PASSED AND APPROVED THIS 15th day of January 2026.

_____
Clark Fawcett, 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 15th day of January 2026. 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___

_____
Cindy Beteag, Recorder

Exhibit A

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of awarding the bid for the civil portion of the Sky Mountain Substation.

Discussion: The Power Department held a sealed bid opening on December 23, 2025 for the Sky Mountain Substation Masonry Fence and Control Building. ICPE has reviewed the bids to make sure they comply with the requirements of the scope of the project and provided their evaluation. Hurricane City has also evaluated the bids. This item will be discussed at the Power Board meeting on January 14th for a recommendation to the City Council. I will submit the Power Board recommendation to Cindy once the meeting has adjourned. – Crystal Wright

Findings:

Recommendation:

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

MEMORANDUM

Date: January 12, 2026
To: Mr. Jared Ross and Michael Johns - Hurricane City Power
From: Daniel Velarde
Regarding: Sky Mountain Substation Masonry Fence and Control Building Bid Evaluation and Recommendation

---

On December 23, 2025 bids were received for the construction of the Sky Mountain Substation Masonry Fence and Control Building project.

Bids were received from six (6) separate contractors.

Interstate Rock……$827,900.00

Black & McDonald……$975,775.00

RBSM……$929,737.00

Diamond W Construction……$801,470.00

Westland Construction……$790,183.00

Bodec……$565,828.00

All bids were evaluated for cost, schedule, exclusions and conformity to specification requirements (See Attached Evaluation Sheet).
Based on the evaluation, due to the exclusion that were included Bodec and Westland Construction were removed from consideration.
Based on cost, and conformance to specification, **ICPE is recommending construction for the Sky Mountain Masonry Fence and Control Building be awarded to Diamond W Construction, based on cost, consideration shall be given to Interstate Rock based on previous construction of Three Falls Control Building.**

Hurricane City-Sky Mountain Substation Masonry Fence Control Builidng - CONSTRUCTION BID EVALUATION

NAME AND DESCRIPTION OF CONSTRUCTION UNIT	Interstate Rock	Black & McDonald	RBSM	Diamond W Construction	Westland Construction	Bodec
Mobilization/Demobilization/Bonds/Insurance	$ 40,200.00	$ 69,258.00	$ 249,947.00	$ 34,335.00	$ 242,874.00	$ 25,000.00
Masonry Fence/Gates	$ 250,500.00	$ 447,668.00	$ 292,710.00	$ 321,335.00	$ 146,000.00	$ 245,000.00
Control House Foundation	$ 71,200.00	$ 118,984.00	$ 27,000.00	$ 71,395.00	$ 48,000.00	$ 30,000.00
Control House	$ 466,000.00	$ 339,845.00	$ 360,080.00	$ 374,405.00	$ 353,309.00	$ 265,328.00
TOTAL	**$ 827,900.00**	**$ 975,755.00**	**$ 929,737.00**	**$ 801,470.00**	**$ 790,183.00**	**$ 565,328.00**
PROPOSED COMPLETION	Not Specified or Confirmed	12 Weeks	20 Weeks	Not Specified or Confirmed	22 Weeks	Not Specified or Confirmed
NOTABLE EXCEPTIONS/CLARIFICATIONS	**None identified**	**None identified**	**None identified**	**None identified**	**CMU Wall Cap, Penetrating sealer instead of Epoxy, Chair and P&P Bond**	**SST1, SSD-1, SSD-2,SSD-4, SSD-3, SSTS-1, CABLE VAULT WITH LID, FENCEING AND GATE, AND DC PANELS**

Recommended Contractor: Diamond W Construction or Interstate Rock; Based on overall price.

Contractor	Total Price	Mobilization	Masonry Fence	Control House Foundation	Control House (masonry,roof,HVAC electrical, interior)	Excluded Costs	Schedule in Months	Start Date	Contractor Location
Interstate Rock	$ 827,900.00	$ 40,200.00	$ 250,500.00	$ 71,200.00	$ 466,000.00		5.5	1/26/2026	Hurricane, UT
	Has worked with Hurricane City Power and other City Departments on numerous projects over the years, recently completing the Control building and substation concrete for the 3 Falls Substation. Also completed site over-excavation, grading, and civil work for Sky Mountain (curb, gutter, sidewalk, water and access road). Experience with Interstate Rock has been positive. Other related projects are St George Energy Flood Street PH2, Substation Maintenance shop, Twin Lakes Transformer replacement, and Dixie Power Majestic View substations concrete pad. They expect to finish the project 5 1/2 months from start date.								
Black and McDonald	$ 975,755.00	$ 69,258.00	$ 447,668.00	$ 118,984.00	$ 339,845.00		3	2/1/2026	Salt Lake City, UT
	Has extensive experience building substations and other power infastructure for other utilities through the state. Hurricane City Power has a current contract in progress that Black and McDonald is in the process of starting and so far the experience has been good. Mike Johns worked with them during his previous employment at Rocky Mountain Power. They plan to be able to complete the project 3 months for the start date.								
RBSM	$ 929,737.00	$ 249,947.00	$ 292,710.00	$ 27,000.00	$ 360,080.00			2/15/2026	St George, UT
	Has worked with Hurricane City Power CMU scope of 3 Falls substations through both Ash Excavating and Interstate Rock. Other work experience includes remodel work with IHC and BYU through Oakland Construction, Black Desert Golf Course, St George 400 South Substation CMU scope, Springdale Waste Water Lagoon CMU scope. Hurricane City Power has had a positive experience with Sam Manganaro but has yet to work with Robert Bonds. No schedule was provided to know contractors expected length of time for the project. Had to contact to get a start date.								
Diamond W Construction	$ 801,470.00	$ 34,335.00	$ 321,335.00	$ 71,395.00	$ 374,405.00				Hurricane, UT
	Is a newer contractor, an employee has experience with previous employer as a Journeyman Lineman. I am not aware of any work they may have performed with Hurricane City. No work schedule was provided for the project. Had to contact to get a start date.								
Westland Construction	$ 790,183.00	$ 242,874.00	$ 146,000.00	$ 48,000.00	$ 353,309.00		6	1/23/2026	Orem, UT
	Has not worked for Hurricane City Power directly, has worked on projects in Hurricane City jurisdiction before and experience from other City departments has not all been positive. They are experienced in building projects throughout the area but do not show any experience with power utility projects. They are showing a 6 month completion.								
Bodec	$ 565,328.00	$ 25,000.00	$ 245,000.00	$ 30,000.00	$ 265,328.00	$ 50,000.00			St George, UT
	Has worked with Hurricane City Power before on the Anticline T2 transformer upgrade projected providing engineering services, there were delays in the completion of the scope of work that delayed the start of the project for 2 months but all other experience was positive. Talked with Jake Bennett with Washington City Power who is just finishing up a project with Bodec and he expressed he was extremely happy overall with Bodec. Have had to contact Bodec to clarify the bid sheet and the meaning of the exclusions, they sent a clarified bid sheet breaking out the costs, explained that the DC panels not included were the battery bank equipment, and the Gates are not included. No Schedule was provided for the project. Had to contact to get a start date.								

Interstate Rock

INTERSTATE ROCK PRODUCTS
(Bidder's Name)

PROPOSAL

Name of bidder INTERSTATE ROCK PRODUCTS Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	$40,200	$40,200
Masonry Fence/Gates	LS	$250,500	$250,500
Control House Foundation F4	1ea	$71,200	$71,200
Control House - (masonry, roof, HVAC, electrical, interior)	lot	$466,000	$466,000
TOTAL			$827,900.00

(Bidder's Name)

2. PROPOSAL DATA

a. General

1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received

c. Declarations and Signatures

1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: _____ this 23 day of December 2025

Bidder Interstate Rock Products, inc. (SEAL)

By Kyson Spendlove
(Signature)

Kyson Spendlove
(Printed or Typed)

Title Eng. Dept. Manager

INTERSTATE ROCK PRODUCTS, INC. CORPORATE SEAL 1981 UTAH

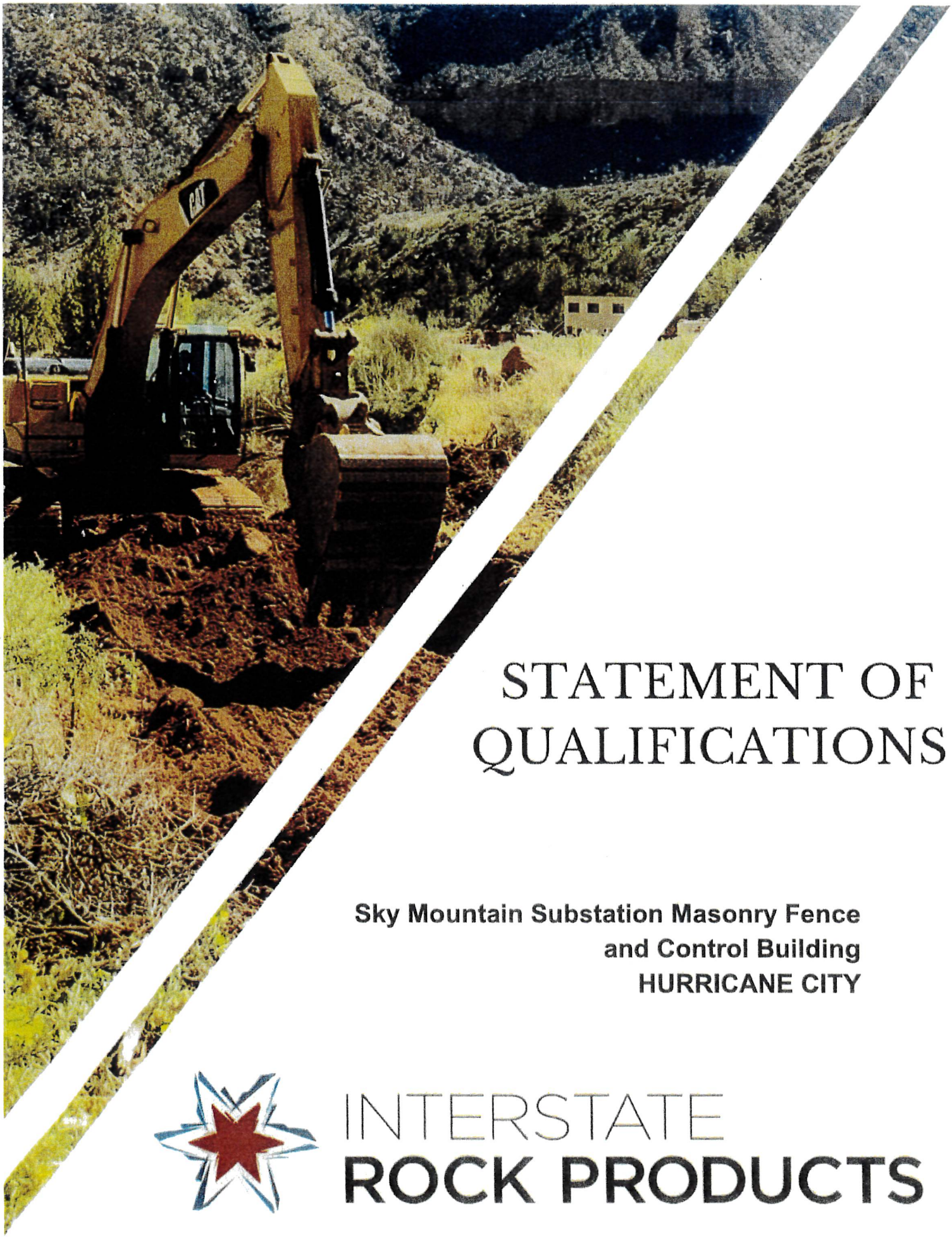
Complete Business Address of Bidder:

INTERSTATE ROCK PRODUCTS
425 850 W
HURRICANE UT 84737

Name, Address, email and Telephone Number of Person to Contact Regarding this Proposal.

GREG GUTIERREZ 425 850 W HURRICANE UT 84737

Telephone: 435-375-2112
email: greg.gutierrez@interstaterock.com



STATEMENT OF QUALIFICATIONS

Sky Mountain Substation Masonry Fence and Control Building
HURRICANE CITY

INTERSTATE
ROCK PRODUCTS

Project Experience:

Interstate Rock is a family-owned heavy civil construction contractor with over 40 years of experience. Our expertise includes:

- Substation Foundation
- Underground utility installations
- Roadway construction and reconstruction
- Culinary water tank construction
- Large-scale earthwork
- Dam and bridge construction
- Drilling and blasting
- Water-resource projects

We have completed numerous projects that meet or exceed bidding document requirements. Table 1 summarizes these projects, highlighting our capabilities and experience.
For detailed project descriptions, references, and performance data, see Appendix A.

Table 1 - Interstate Rock Project Experience

Minimum Requirements for Prequalifications of Construction Contractors	Project Experience Jobs					
	3 Falls Substation Concrete Foundations & Building	HC Power Substation Grading	Flood St Substation Expansion Ph. 2	Dixie Power Majestic View Substation Pad	Substation Maintenance Shop	Twin Lakes Transformer Replacement
2 Years or Older	X	X	X	X	X	X
Substation/Foundation/Power Project	X	X	X	X	X	X

Project Qualification Statements:

- A. Is regularly engaged in the installation of substation concrete foundations as specified in this specification
    - **Interstate Rock Products is continuously engaged in earthwork,building construction, utilities installation, etc.**
- B. Does not anticipate change in ownership or major Policy during the period of the proposed work.
    - **There are no change of ownership plans**
- C. Has adequate manpower and material available to do the work properly and expeditiously within the time period specified.
    - **There is adequate manpower, equipment, materials, and expertise to meet timelines. Interstate Rock Products supplies all aggregate and concrete supplies.**
- D. Has adequate financial status to meet the financial obligation incident to the work.
    - **Yes, we have the financial status to meet the financial obligation. If additional documentation is required, it can be requested from our Account team. Interstate Rock Products has an E100 and B100 license, with a $65,000,000 single project bonding limit and an $85,000,000 aggregate bonding limit.**
- E. Has no just or proper claims pending against him regarding quality or performance of his work.
    - **There are no pending claims against IRP.**

Project Experience:

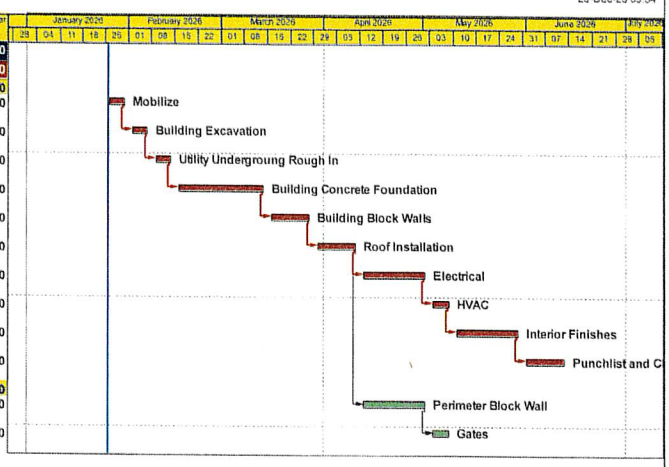
- 3 Falls Substation Concrete Foundations and Building (Dec, 2023)
    - Owner – Hurricane City
    - Contract Value - $1,253,060
- Hurricane City Power Substation Grading (July, 2022)
    - Owner – Hurricane City
    - Contract Value - $332,629
- Flood Street Substation Expansion Phase 2 (Apr, 2019)
    - Owner – St. George City
    - Contract Value - $233,177
- Substation Maintenance Shop (Oct, 2019)
    - Owner – St. George City
    - Contract Value - $323,493
- Dixie Power Majestic View Substation Pad (July, 2017)
    - Owner – Dixie Power
    - Contract Value - $565,539
- Twin Lakes Transformer Replacement (Feb, 2020)
    - Owner – St. George City
    - Contract Value - $95,275

Data Date: 26-Jan-26
SMSMFCB

IRP - STD Baseline Logic All Work Layout

23-Dec-25 09:34

Activity ID	Activity Name	Original Duration	Remaining Duration	Activity % Complete	Start	Finish	Total Float	Calendar
Sky Mountain Substation Masonry Fence & Control Building		**100**	**100**		**26-Jan-26**	**12-Jun-26**	**0**	**5x10**
Sky Mountain Substation Masonry Fence & Control Building		**100**	**100**		**26-Jan-26**	**12-Jun-26**	**0**	**5x10**
Control Building		**100**	**100**		**26-Jan-26**	**12-Jun-26**	**0**	**5x10**
A1000	Mobilize	5	5	0%	26-Jan-26	30-Jan-26	0	5x10
A1010	Building Excavation	5	5	0%	02-Feb-26	06-Feb-26	0	5x10
A1020	Utility Undergroung Rough In	5	5	0%	09-Feb-26	13-Feb-26	0	5x10
A1025	Building Concrete Foundation	20	20	0%	16-Feb-26	13-Mar-26	0	5x10
A1030	Building Block Walls	10	10	0%	16-Mar-26	27-Mar-26	0	5x10
A1040	Roof Installation	10	10	0%	30-Mar-26	10-Apr-26	0	5x10
A1050	Electrical	15	15	0%	13-Apr-26	01-May-26	0	5x10
A1060	HVAC	5	5	0%	04-May-26	08-May-26	0	5x10
A1070	Interior Finishes	15	15	0%	11-May-26	29-May-26	0	5x10
A1080	Punchlist and Cleanup	10	10	0%	01-Jun-26	12-Jun-26	0	5x10
Perimeter Wall		**20**	**20**		**13-Apr-26**	**08-May-26**	**25**	**5x10**
P1100	Perimeter Block Wall	15	15	0%	13-Apr-26	01-May-26	25	5x10
P1110	Gates	5	5	0%	04-May-26	08-May-26	25	5x10



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Sky Mountain Substation Masonry Fence Control Building

IRP - STD Baseline Logic All Work Layout

INTERSTATE ROCK PRODUCTS

Black and McDonald

Black & McDonald
(Bidder's Name)

PROPOSAL

Name of bidder Black & McDonald Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

None

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS		$69,258.00
Masonry Fence/Gates	LS		$447,668.00
Control House Foundation F4	1 ea		$118,984.00
Control House - (masonry, roof, HVAC, electrical, interior)	lot		$339,845.00
TOTAL			$975,775.00

Black & McDonald

(Bidder's Name)

2. PROPOSAL DATA

a. General

1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received

c. Declarations and Signatures

1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: _____ this 18 day of December 2025

Bidder Custom Lighting Service LLC dba Black and McDonald (SEAL)

By _____
(Signature)

Burk Rydalch
(Printed or Typed)

Title Department Manager

Complete Business Address of Bidder:

1106 S Legacy View St

Salt Lake City, Utah 84104

Name, Address, email and Telephone Number of Person to Contact Regarding this Proposal.

Telephone: 435-244-9959

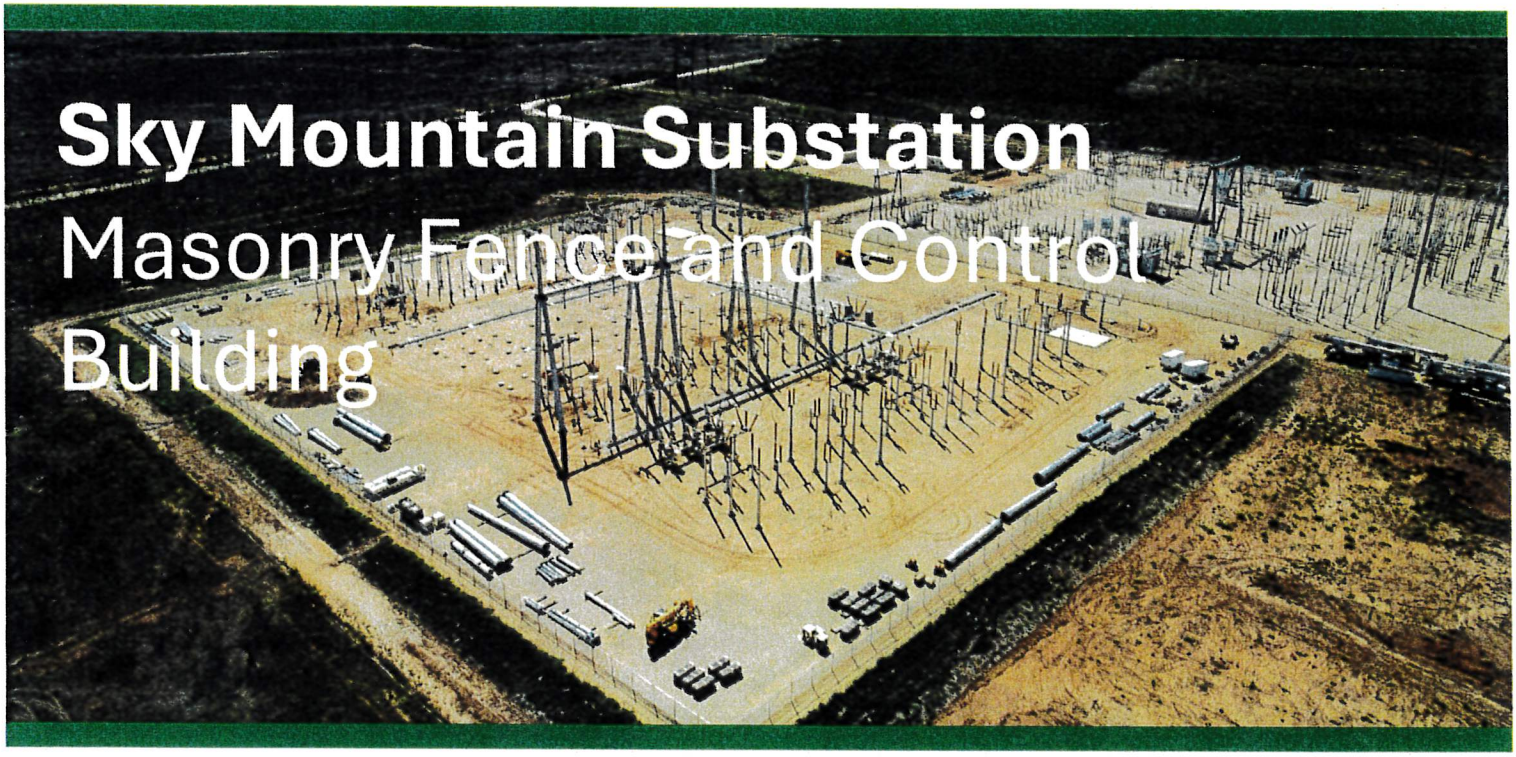
email: brydalch@blackandmcdonald.com

BLACK & McDONALD

1106 S. Legacy View St, Salt Lake City, UT, 84104

Black&McDonald

Sky Mountain Substation Masonry Fence and Control Building



Prepared By:

Sean Pontius

Project Manager

Prepared For:

Hurricane City Power

Jared Ross

Submission Date: December 23, 2025

CONTENTS

TRANSMITTAL LETTER 3

PROPOSED PROJECT SCHEDULE 4

PROPOSED CONSTRUCTION TEAM 5

REFERENCES 9

Black&McDonald

Transmittal Letter

December 23, 2025

Attention: Jared Ross

Subject: Sky Mountain Substation – Masonry Fence and Control Building

Custom Lighting Services LLC dba Black & McDonald (B&M) is pleased to submit our response for the Request to be Prequalified for **Sky Mountain Substation – Masonry Fence and Control Building** issued by Hurricane City Power.

Evidence of the key benefits of utilizing B&M for your distribution line scopes are summarized below and can be found throughout this submission. Highlights include:

- **Highly Skilled Local Workforce.** B&M is supported by a highly skilled and trained local labor force with unparalleled knowledge and understanding of our clients' requirements. Our staff resources have worked extensively together over the tenure of our company, which ensures that best practices and leading-edge methodologies are implemented with every client on every project and program. Fully equipped to meet the needs of this endeavor, we have internal professional resources which help us keep the costs down for you, while ensuring a successful delivery.
- **Large and Dependable Fleet.** B&M owns and operates a significant construction equipment fleet. We can leverage company resources as well as local equipment providers to ensure that equipment will never be a limiting resource on the project.
- **Single-Source Accountability**. A single call to our team ensures that all solutions are provided in a prompt and effective manner.
- **Commitment to Health, Safety and the Environment.** B&M is committed to protecting people, assets, and the environment and will take all necessary steps to provide and maintain a safe and healthy work environment.
- **Client Satisfaction.** B&M is recognized for providing service excellence and is firmly committed to Hurricane City Power's satisfaction as a key client. We go the extra mile to ensure that our service exceeds your expectations.
- **Credit Worthiness.** B&M has a strong balance sheet and large bonding capacity and is in good standing to work on large scale and complex projects.

With a track record of success spanning over a century, B&M has built a solid reputation based on our company's mission of providing our clients with quality and service that is second to none. We do the job right the first time, on time, on budget, and with the highest standard of safety in the industry.

We trust that the above meets with your satisfaction and we look forward to working with you further on this opportunity. If you require additional information or would like to discuss any aspect of our proposal in further depth, please do not hesitate to contact me or any member of our team.

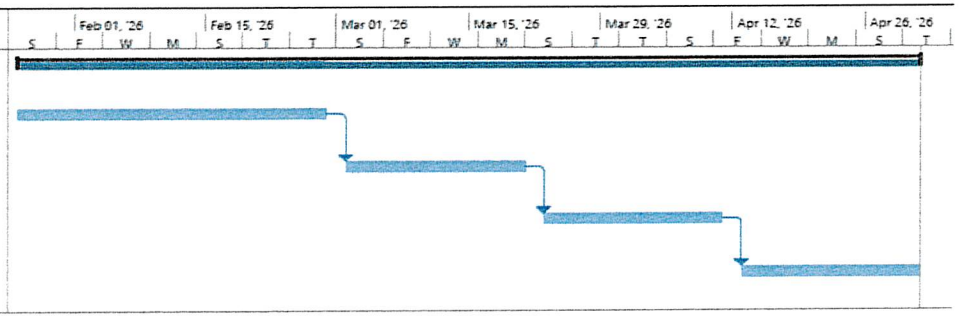
Sincerely,
Custom Lighting Services LLC dba Black & McDonald

Proposed Project Schedule

We will complete this project with a 3 man crew out of Local 57 made up of a foreman, a journeyman lineman, and an apprentice.

Our crews and subcontractors will take about 3 months to complete construction including but not limited to survey, control house foundations, masonry wall, gates, and control house construction.

Task Name	Duration	Start	Finish	Predecessors
Sky Mountain Substation Hurricane City	**70 days**	**Mon 01/26/26**	**Fri 05/01/26**	
Foundations	25 days	Mon 01/26/26	Fri 02/27/26	
Wall and Gates	15 days	Mon 03/02/26	Fri 03/20/26	2
Control House Exterior	15 days	Mon 03/23/26	Fri 04/10/26	3
Control House Interior	15 days	Mon 04/13/26	Fri 05/01/26	4



Proposed Construction Team

Black & McDonald employ many highly qualified professionals, each bringing diverse backgrounds in employment and experience.

The following resumes include:

- Burk Rydalch
- Sean Pontius
- Bruce Bradshaw

Burk Rydalch

Department Manager, Salt Lake City

Professional Summary

Currently, Burk Rydalch serves as the Department Manager of Line and Substation Services at Black & McDonald. He oversees the day-to-day operations of distribution and substation line crews, as well as leads the estimating of new projects, manages existing projects, and develops new customer relationships. Burk Rydalch possesses an extensive background in transmission, distribution, and substation project estimation and management.

Industry Experience

Department Manager, Black and McDonald (2022 – Present)

Burk Rydalch serves as the Department Manager for Intermountain Region Operations at Black & McDonald. In this role, Mr. Rydalch oversees all transmission, substation, and distribution operations throughout the intermountain region of the Western United States. His responsibilities include setting yearly budgets for the department, keeping the P&L updated for monthly review meetings with the accounting department, and coordinating with the fleet department to ensure fleet readiness. Mr. Rydalch also oversees all project estimations for his department. The projects he manages range in voltage size from 4kV to 345kV, with contract values reaching up to $20 million.

Regional Manager, FB Titan, Inc. (2019 – 2022)

Burk Rydalch oversaw all operations of transmission, distribution, and substation projects throughout the central region of FB Titan's U.S. operations. He contributed to the development of the company's strategic plan and served as a project manager on numerous high voltage and distribution voltage projects. During this period, Mr. Rydalch also managed the estimating department. Under his leadership, total revenues for the region grew from $30 million to over $60 million in 2022. Additionally, he expanded the team from 4 local crews to 20 crews throughout the Intermountain region.

Estimator & Project Manager, Titan Electric (2015 – 2019)

Burk Rydalch oversaw estimation and project management throughout the Intermountain region, specifically for Rocky Mountain Power and NV Energy. During this period, the company's annual revenue grew from $6 million to over $30 million. Under his leadership, operations expanded into Colorado, Idaho, New Mexico, Washington, and Oregon.

Education

Bachelor of Science, Chemistry

University of Utah

Qualifications

- First Aid / CPR Certified
- OSHA 10
- OSHA 20

Sean Pontius

Project Manager, Line & Substation Services, Salt Lake City

Professional Summary

Mr. Pontius serves as a Black & McDonald Project Manager, Line & Substation Services in SLC, Utah. This division is responsible for all transmission, distribution, and substation projects with electric utilities, private developers, and municipalities. Mr. Pontius is responsible for the daily administrative and coordination needs for power line crews in the Salt Lak City Utah Region. He manages project documentation, including Take Offs, set up, project productivity, and safety plans, as well as billing and invoicing for the Line Division.

Industry Experience

Project Manager, Black and McDonald (2023 – Present)

Mr. Pontius serves as a project coordinator for the line crews. He acts as the support system for line crews, General Foremen, and Superintendents to ensure clear communication, organization of necessary documentation, and accuracy of project and billing information. He ensures that crew, GFs, Superintendents, and Managers have access to information they need and are promptly informed of project updates.

Teacher, Granite School District (2017 – 2022)

Mr. Pontius served for 5 years as a certified teacher in West Valley City, Utah. He was instrumental in the coordination and implementation of instructional strategies with a grade level team. His experience includes long and short-term strategizing, data collection and analysis, managing multiple projects in various stages in their life cycles, and collaboration and communication with multiple stakeholders.

Education

Bachelor of Arts, Elementary Education

University of Utah

Master of Education

Western Governors University

Qualifications

- CAPM – Certified Associate Project Manager
- OSHA 20

Bruce Bradshaw

Substation General Superintendent, Salt Lake City

Professional Summary

Mr. Bradshaw serves as Black & McDonald's Substation General Superintendent. Using his 33 years of experience in the industry he has successfully built a new line of work for Black & McDonald that will help better serve clients, locally as well as nationally. Over his career he has successfully completed a long list of projects in all aspects of the Electrical Industry ranging from simple street lighting projects to more complicated power plants, substations & switchyards, & Light Rail Systems. He currently holds a Journeyman Electrician License in Utah.

Education

Associates, Electrical Apprenticeship

Utah Valley Community College

Utah State Journeyman License

#156563-5504

Industry Experience

Substation General Superintendent, Black & McDonald (2019 – Present)

He is responsible for overseeing projects, crews, and meeting / negotiating with clients. He assembles project proposals, bids & participates in procurement opportunities. His vast knowledge of the industry has brought a wide variety of work to Black & McDonald and aided not only Black & McDonald but it's sister companies as well.

Foreman, Cache Valley Electric (1993 – 2019)

Started work as a foreman overseeing vast electrical projects like: Conversion of BYU Campus from 4kV system to a 12kV system; Substations in Utah, Idaho, Wyoming, Nevada, Oregon, & California, and for Kennecott Utah Copper, NV Energy, PacifiCorp, MagCorp, ATI Titanium, Army Corp of Engineers, Dugway, ATK; Power Switchyards & Power plants; Light Rail Systems for UTA, Distribution work for various clients including Palace Gaming Casino in California; various street lighting projects in multiple municipalities, including UDOT Highway Lighting Projects; Union Pacific Railyard intermodal Hub in Salt Lake City.

Apprenticeship Instructor, Utah Valley University (1997 – 2000)

Instructed students on theory, code, and practical aspects of Electrical work.

Electrical Apprenticeship, Boshard Electric Provo (1985 – 1993)

Completed tasks ranging from delivery, warehouse, assisted journeyman electricians in wiring

Qualifications

- HAZWOPER 40 Hour Certification
- OSHA 10
- OSHA 30
- Union Steward Training IBEW
- Commercial Driver's License

Black&McDonald

References

The examples below demonstrate Black & McDonald's extensive experience serving diverse clients who can attest to the company's high standards of quality and professionalism.

Company & Project Name	Contact	Scope	Year
Nephi Power Nephi, Utah **One New Substation & Two New Switchyards**	Rust Finlinson (435) 623-0276	Construction of a new 138 kV substation along with two greenfield switchyards	2024- In progress
Rocky Mountain Power 1407 West North Temple, Salt Lake City, Utah **Sky Park Substation**	Blake Attaway	Install new control buildings, install new transformers, CCVT, CB's and yard expansions.	2023
St. George 61 S. Main St St. George, Utah **St. George Substation Control House**	Wyatt Newton	Install new brick control house at new St. George substation.	2022
Bountiful City 198 S 200 W Bountiful, Utah **3100 S. Reconductor**	Luke Viegel (801) 298-6070	Reconductor approx. 7miles of single circuit.	2021
Spanish Fork City 40 South Main Street, Spanish Fork, Utah **Woodhouse Substation**	Stacey Price (832) 389-5759	Site civil and Precast Wall for substation.	2019
Spanish Fork City 40 South Main Street, Spanish Fork, Utah **Industrial Substation**	Tom Copper (801) 804-4595	Site civil, foundations, and underground work for new bay position for distribution substation.	2019

RBSM Construction

BAER BUILT DBA RBSM CONSTRUCTION
(Bidder's Name)

PROPOSAL

Name of bidder RBSM CONSTRUCTION Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

WE ARE EXCLUDING COST OF BATTERIES & CHARGER UNTIL WE KNOW WHAT IS WANTED

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS		249,947
Masonry Fence/Gates	LS		292,710
Control House Foundation F4	1ea		27,000
Control House - (masonry, roof, HVAC, electrical, interior)	lot		360,080
TOTAL			$ 929,737

RBSM
BAER BUILT DBA CONSTRUCTION
(Bidder's Name)

2. PROPOSAL DATA

a. General

1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received

c. Declarations and Signatures

1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: TUESDAY this 23 day of DECEMBER 20 25

Bidder RBSM CONSTRUCTION (SEAL)
By Samuel A Manganaro
(Signature)
SAMUEL A. MANGANARO
(Printed or Typed)
Title CO OWNER

Complete Business Address of Bidder:
1220 OAK CIR
SAINT GEORGE, UT 84790

Name, Address, email and Telephone Number of Person to Contact Regarding this Proposal.
ROBERT BONDS
SAM MANGANARO
RUB@RBSM CONSTRUCTION
SAM@RBSM CONSTRUCTION
Telephone: 435-773-7514 OR 808-321-0098
email:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kaleb DeMille	
Main Street Insurance 780 N 2860 E STE 101 St George UT 84790	PHONE (A/C, No, Ext): (435) 674-2221	FAX (A/C, No):
	E-MAIL ADDRESS: kaleb@msiagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto Owners Insurance Company	18988
INSURED Robert Bonds dba Baer Built 1220 OAK CIR ST GEORGE UT 84790	INSURER B : WCF Mutual Ins Co	10033
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			57295569	11/20/2025	11/20/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4097106	11/21/2025	11/21/2026	[X] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Utah DOPL
160 East 300 South
PO Box 146741
Salt Lake City UT 84114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kaleb DeMille

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Robert Bonds
1220 Oak Circle
Saint George UT 84790

EFFECTIVE
09/11/2024

EXPIRATION
11/30/2027

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

14155695-5501 Contractor With LRF

B100

DBAs:
BAER BUILT

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

ROBERT BONDS
1220 OAK CIRCLE
SAINT GEORGE UT 84790

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: **09/11/2024**

EXPIRATION DATE: **11/30/2027**

ISSUED TO: **Robert Bonds**
1220 Oak Circle
Saint George UT 84790

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

14155695-5501 Contractor With LRF

B100

DBAs:
BAER BUILT

Bear Built DBA RBSM Construction
Schedule of project for the Hurricane City Sky Mountain Substation Masonry Fence and Control Building.

RBSM Construction is committed to completing the job in 140 days once the project has started with RBSM.

Previous Work Experience
Owner Robert Bonds
- Black Desert Golf resort
- Intermountian Saint George Hospital Remodel (with Oakland Construction)
- BYU Campus remodel (Oakland Construction)

Owner Sam Manganaro
- Three Falls Substation CMU Scope
-Springdale Waste Water Lagoon remodel CMU Scope
- 400 South Saint George Substation CMU Scope

Diamond W Construction

Construction Bid Documents

HURRICANE CITY
Sky Mountain Substation
Masonry Wall
and Control Building

November 2025

ICPE
CONSULTING ENGINEERS

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

NOTICE TO BIDDERS

NOTICE TO BIDDERS:

Bids will be received by Hurricane City Power for:

Hurricane City
SKY MOUNTAIN SUBSTATION
MASONRY FENCE AND CONTROL BUILDING

The bids will be for furnishing the Sky Mountain Substation Masonry Fence and Control Building. Bids shall be in accordance with the Bid Documents prepared by Intermountain Consumer Professional Engineers, Inc.("ICPE"), hereinafter referred to as the "Engineer".

A. Sealed (hard copy) proposals are to be clearly labeled "bid for Sky Mountain Substation Masonry Fence and Control Building" and be delivered to:

   Attention: Jared Ross/Mike Johns
   Hurricane City Power
   147 North 870 West
   Hurricane, UT 84737

Proposals shall be received before 3:00 pm **on December 23, 2025** Bids will be opened publicly in the presence of one or more witnesses in the Council Chambers. Purchaser shall enter in to only one contract for the services and equipment to be provided under this specification.

A pre-bid "Teams" conference meeting will be held on November 25, 2025, at 2:00 p.m.. Information for the conference meeting shall be obtained from Jared Ross at powerjared@hurricane.utah.gov or via phone at 435-669-5262. The Bidder shall provide e-mail information to facilitate meeting invite notification.

The project schedule is as follows:

Pre-bid "TEAMS" Conference meeting date: November 25, 2025 at 2:00 p.m.

Bid due date: December 23, 2025.

Earliest Start date: January 23, 2026.

All questions regarding the Bid Documents should be addressed to Daniel Velarde with ICPE, and Jared Ross with Hurricane City (addresses as indicated in the "Instruction to Bidders).

Instructions, specifications and proposal blanks will be on file in the office of Intermountain Consumer Professional Engineers, Inc., ("Engineer") 1145 East South Union Avenue, Midvale, UT 84047, where they may be consulted or secured for the purpose of bidding.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF CONTRACT: Bidder shall be fully responsible for all labor, material and equipment necessary for complete installation of the foundations and Control Building as required in the Bid Documents.

2. SECURING AND COMPLIANCE WITH BIDDING DOCUMENTS: Specifications and other bidding documents may be obtained at the time and place indicated on to Notice to Bidders. Bidders shall comply with all conditions stipulated in such bidding documents.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS:

   a. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds errors, discrepancies or omissions in them, he shall at once request interpretation or correction from the Engineer.
   b. The Engineer will promptly clarify the area in question and issue written instructions to all prospective bidders. Verbal instructions or interpretations will have no validity, regardless of source.
   c. Request for such clarifications must be in the office of the Engineer a minimum of three (3) days prior to bid opening.

4. PREPARING AND SUBMITTING BIDS:

   a. Bids shall be prepared on the forms as found in this specification.
   b. Bids will bear no marks, erasures, or writing changes, other than those provided or requested.
   c. No verbal or telephone bid modifications or cancellations will be considered.
   d. The bidder guarantees there shall be no revisions or withdrawal of bid amount for a period of 60 days after bid opening.
   e. Bid shall be signed by a Principal duly authorized to make contracts.
   f. Bid proposals shall reflect the cost of all work required by the bidding documents, plus additions, deletions, or modifications required by addenda issued prior to bid opening.
   g. **Sealed Bids** shall be delivered to Jared Ross at Hurricane City Power as stated in the notice to bidders.
   h. It is the bidder's sole responsibility to see that his bid is received at the proper time and place. Any, bid received after scheduled bid opening will be considered non-responsive.

5. EXCEPTIONS

   a. Each Bidder shall list in the space provided on the proposal form all exceptions or conflicts between his proposal and the specifications and documents. If more space is required for this listing, additional pages may be added. If the bidder takes no exceptions, he shall write "None" in the space provided. Proposals which do not comply with this requirement will be considered irregular and may be rejected at the discretion of the Purchaser. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.
   b. If the Bidder takes exception, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, article number, and article title of the specifications and documents. If the bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or articles of the original specification language and incorporating the substitute language. Proposed deletions shall be set off by brackets, thus: [delete this language], and proposed substitute language shall be indicated by underlining, thus: <u>substitute this languages</u> Exceptions which are general, which make reference to the bidder's standard terms and conditions, or which make reference to the bidder's descriptive information as a whole will not be acceptable. Proposals which do not comply with these requirements for the presentation of exceptions will not be acceptable and may be rejected.
   c. If a proposal includes express or implied exceptions that are not listed as required, the requirements of the specifications and documents shall govern. The bidder shall not alter any part of the specifications and documents in any way, except by stating his exceptions.

6. BID WITHDRAWALS: Prior to the bid opening, Bidders may withdraw a bid by written request or by reclaiming bid envelopes.

7. BID OPENING AND DATE: Bid opening time and date is as per the Notice to Bidders found in this Bid Document.

8. BID PROPOSAL:

   a. Firm prices shall be quoted.
   b. The Purchaser reserves the right to waive minor irregularities or minor errors in any proposal if it appears to the Purchaser that such irregularities or errors were made inadvertently. Any such irregularities or errors so waived must be corrected in the Proposal in which they occur prior to the execution of any contract which may be awarded thereon.
   c. All Bidders will be notified of any changes in the specifications in addendum letters. Receipt of addendum letters must be acknowledged in the bid proposal.

9. BIDDER QUALIFICATIONS: In order for their proposals to be considered, Bidders must, upon request, demonstrate to the satisfaction of the Purchaser that they are qualified to satisfactorily perform the specified work. The Bidder shall submit written evidence of his qualifications to the Purchaser and the Engineer, in duplicate, not less than three (3) days before the date of proposal opening. Such evident shall include all information necessary to certify that the Bidder:

   a. Is regularly engaged in the installation of substation concrete foundations as specified in this specification.
   b. Does not anticipate change in ownership or major policy during the period of the proposed work. If such change is anticipated the scope and effect thereof shall be defined.
   c. Has adequate manpower and material available to do the work properly and expeditiously within the time period specified.
   d. Has adequate financial status to meet the financial obligations incident to the work.
   e. Has no just or proper claims pending against him regarding the quality or performance of his work.
   f. Has installed concrete foundations for six (6) or more substations of comparable size having similar design requirements, each of which has been in successful commercial operation for at least two years. The evidence shall consist of a selected listing of the substations, indicating for each substation the owner's name location, date of initial operation, and rating. The listing shall be specially prepared for this particular bidding and shall list only those whose substations falling under the above requirements.

10. INTERPRETATION AND ADDENDA

   a. If any prospective Bidder is in doubt as to the true meaning of any part of the proposed Bid documents, he may submit to the Engineer a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. The Purchaser will not be responsible for any other explanations or interpretations of the proposed documents.
   b. It shall be the Bidder's responsibility to advise the Engineer, before the time specified for receipt of proposals, of conflicting requirements or omissions of information which require clarification. Those questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question.

11. AWARD OR REJECTION OF BID: The Purchaser reserves the right to reject any and all bids and to waive any irregularities therein.

   A. *Considerations.* In awarding to the lowest responsible bidder, the City shall consider, in addition to price:
      1. The quality of supplies offered;

2. The ability, capacity and skill of the bidder to perform the contract of provide the supplies of service required;
3. Whether the bidder can perform the contract of provide the supplies promptly, or within the time specified, without delay or interference;
4. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the supplies or services;
5. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
6. The quality of the bidder's performance on pervious orders or contracts for the City or others;
7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the City, or failed to substantially comply with bid specifications or contract terms and conditions;
8. Any previous or existing noncompliance by the bidder with laws ordinances of the City relating directly or indirectly to the subject of the contract; and
9. The ability of the bidder to provide future maintenance and service, where essential; and
10. Possession or ability to obtain all necessary City and state licenses either at the time of bid or before doing business with the City, as specified by the contracting agent;
11. A statement by bidder of all subcontractors he will use who may supply ten percent or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.
12. Whether the bidder is a local vendor, which is defined for purposes of this chapter as an entity or individual that either (1) has physical location within the City limits and is licensed to conduct business by the City or (2) pays business taxes to the City.

B. *Award to other than low bidder.* When the award is not given to the lowest bidder, a statement of the reasons therefor shall be prepared by the department head involved, sent to and approved by the City Manger and City Attorney and filed with the purchasing agent along with any other papers related to the transaction.

C. *Challenge to action of contracting officer.* When a bid protested by someone having standing to do so, or an irregularity is waived by the contracting officer, written notice of such protest or waiver shall be given to each bidder immediately advising the right of any adversely affected person to file a protest with the contracting officer. Such protest must be made in writing within 72 hours after the bid tabulation is made or after receipt of the notice of protest or waiver from the contracting officer. Failure to so file shall constitute a waiver of further challenge. Upon receipt of such challenge, the contract award process must cease until a decision of the hearing board unless the contracting officer sets forth in writing particular facts and circumstances which require continuance of the contact award process without delay in order to avoid an immediate and serious danger to the public health, safety and welfare. An administrative hearing of the protest shall be held within 15 days before a board made up of the contracting officer, the purchasing agent, the City Manger and the City Attorney.

ACCEPTANCE OF BID: No Bidder shall consider himself under contract until a Letter of Acceptance, bearing an authorized signature, and purchase order number is provided by the Purchaser to the Bidder.

12. CORRESPONDANCE

a. Questions and/or clarifications shall be addressed to:

Mr. Daniel Velarde.
ICPE
1145 East South Union Avenue
Midvale, UT 84047

Telephone: (801) 255-1111 Extension:1068
E-mail: Daniel.Velarde@icpeinc.com

Mr. Jared Ross
Hurricane City Power
526 West 600 North
Hurricane City , Utah 84737

Telephone: (435) 669-5262
E-mail: powerjared@hurricane.utah.gov

Diamond W Construction LLC

(Bidder's Name)

PROPOSAL

Name of bidder Diamond W Construction LLC Date 12/22/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

None.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS		$34,335.00
Masonry Fence/Gates	LS		$321,335.00
Control House Foundation F4	1ea		$71,395.00
Control House - (masonry, roof, HVAC, electrical, interior)	lot		$374,405.00
TOTAL			$ 801,470.00

Diamond W Construction LLC

(Bidder's Name)

2. PROPOSAL DATA

a. General

1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received

c. Declarations and Signatures

1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: Hurricane City, Utah this 22nd day of December 20 25

Bidder Diamond W Construction LLC (SEAL)

By _____

(Signature) Kael William Hirschi

(Printed or Typed)

Title Owner/Member

Complete Business Address of Bidder: 231 w. 300 s. Hurricane, Utah. 84737

Name, Address, email and Telephone Number of Person to Contact Regarding this Proposal.

Kael William Hirschi
712 e. 900 s. Apple Valley, Utah. 84737

Telephone: 435-225-1257
email: Diamondwllc34@outlook.com

12/18/2025

To Whom it may concern:

I worked with Richard Hirschi at Dixie Power for nearly 20 years. Richard had several key roles in the construction of Dixie Power's transmission and distribution substations with operating voltages ranging from 12.47 to 138 kV. During a significant period of this time, all aspects of substation construction were performed in house. This included the installation of conduits, ground grids, foundations, steel erection, aluminum bus, breakers, regulators, and power transformers.

In addition to substation construction Richard worked his way up through the organization to the role of an area foreman in the line operations department. He is skilled in the installation of overhead and underground primary and secondary power lines. He worked closely with our contractors to ensure all local codes and Dixie Power installation standards were met throughout our distribution system.

Richard is very hard-working individual. His determination, hard work ethic, and experience will make him a good candidate as a contractor in the electric utility industry.

If you would like any more information, you can reach out to me at 435-705-4460.

Sincerely,

Alan Scott
Dixie Power
Department Head of Operations

Westland Construction

Westland Construction
(Bidder's Name)

PROPOSAL

Name of bidder Westland Construction Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

Cap on wall to be CMU. Concrete to be finished with penetrating sealer, and not epoxy.

We are excluding the battery rack, chair and P&P Bond.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	242,874	242,874
Masonry Fence/Gates	LS	146,000	146,000
Control House Foundation F4	1ea	48,000	48,000
Control House - (masonry, roof, HVAC, electrical, interior)	lot	353,309	353,309
TOTAL		790,183	$ 790,183

Westland Construction
(Bidder's Name)

2. PROPOSAL DATA

a. General

1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received
RFI Response	12/2/2025

c. Declarations and Signatures

1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: _____ this 23rd day of December, 20 25

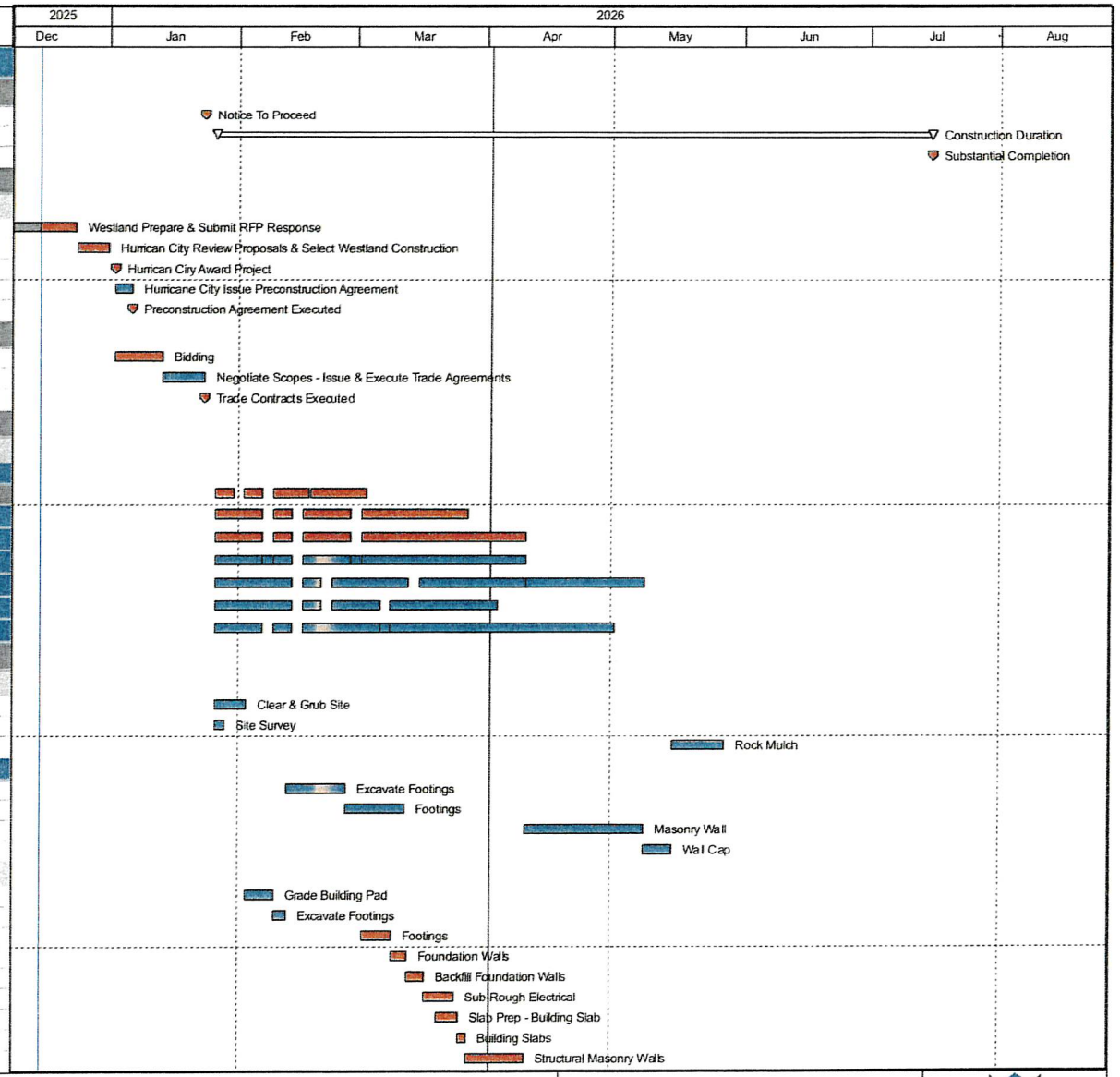
Bidder WESTLAND CONSTRUCTION (SEAL)
By _____
(Signature)
TODD HOUGHTON
(Printed or Typed)
Title VP / Director ; SOUTHWEST

Complete Business Address of Bidder:
785 E Venture Dr
Saint George, UT 84790

Name, Address, email and Telephone Number of Person to Contact Regarding this Proposal.
Cameron Holdaway
choldaway@westlandconstruction.com
435-627-2925

Telephone: _____
email: _____

Activity ID	Activity Name	Original Duration	Start	Finish
SKY MOUNTIAN SUBSTATION		153	17-Nov-25 A	15-Jul-26
SUMMARY & MILESTONES		123	23-Jan-26	15-Jul-26
SMS-1210	Notice To Proceed	0	23-Jan-26	
SMS-1240	Construction Duration	122	26-Jan-26	15-Jul-26
SMS-2070	Substantial Completion	0		15-Jul-26
DESIGN & PRECONSTRUCTION		17	17-Nov-25 A	06-Jan-26
PROPOSAL & AWARD		17	17-Nov-25 A	06-Jan-26
SMS-1000	Westland Prepare & Submit RFP Response	17	17-Nov-25 A	23-Dec-25
SMS-1010	Hurrican City Review Proposals & Select Westland Construct	5	24-Dec-25	31-Dec-25
SMS-1020	Hurrican City Award Project	0	02-Jan-26	
SMS-1040	Hurricane City Issue Preconstruction Agreement	2	02-Jan-26	06-Jan-26
SMS-1050	Preconstruction Agreement Executed	0		06-Jan-26
PRECONSTRUCTION		16	02-Jan-26	23-Jan-26
SMS-1030	Bidding	8	02-Jan-26	13-Jan-26
SMS-1070	Negotiate Scopes - Issue & Execute Trade Agreements	8	13-Jan-26	23-Jan-26
SMS-1060	Trade Contracts Executed	0	23-Jan-26	
PROCUREMENT		75	26-Jan-26	08-May-26
SUBMITTALS - APPROVALS - FABRICATION - DELIVERY		75	26-Jan-26	08-May-26
CONCRETE		27	26-Jan-26	03-Mar-26
REINFORCING STEEL - REBAR		27	26-Jan-26	03-Mar-26
MASONRY - STRUCTURAL CMU & VENEER		45	26-Jan-26	27-Mar-26
METALS		60	26-Jan-26	10-Apr-26
HVAC		60	26-Jan-26	10-Apr-26
ELECTRICAL		75	26-Jan-26	08-May-26
OPENINGS - WINDOWS & DOORS		50	26-Jan-26	03-Apr-26
FINISH SYSTEMS		70	26-Jan-26	01-May-26
CONSTRUCTION		123	26-Jan-26	15-Jul-26
SITEWORK		88	26-Jan-26	27-May-26
SMS-1220	Clear & Grub Site	6	26-Jan-26	02-Feb-26
SMS-1230	Site Survey	3	26-Jan-26	28-Jan-26
SMS-1890	Rock Mulch	8	15-May-26	27-May-26
FENCE		66	12-Feb-26	15-May-26
SMS-1460	Excavate Footings	10	12-Feb-26	26-Feb-26
SMS-1560	Footings	10	26-Feb-26	12-Mar-26
SMS-1720	Masonry Wall	20	10-Apr-26	08-May-26
SMS-1860	Wal Cap	5	08-May-26	15-May-26
STRUCTURE & SUBROUGH		52	02-Feb-26	15-Apr-26
SMS-1320	Grade Building Pad	5	02-Feb-26	09-Feb-26
SMS-1440	Excavate Footings	3	09-Feb-26	12-Feb-26
SMS-1550	Footings	5	02-Mar-26	09-Mar-26
SMS-1630	Foundation Walls	4	09-Mar-26	13-Mar-26
SMS-1640	Backfill Foundation Walls	2	13-Mar-26	17-Mar-26
SMS-1670	Sub-Rough Electrical	5	17-Mar-26	24-Mar-26
SMS-1680	Slab Prep - Building Slab	3	20-Mar-26	25-Mar-26
SMS-1690	Building Slabs	2	25-Mar-26	27-Mar-26
SMS-1700	Structural Masonry Walls	10	27-Mar-26	10-Apr-26



Remaining Work
Actual Work
Critical Remaining Work
Remaining Level of Effort
Actual Level of Effort
Milestone

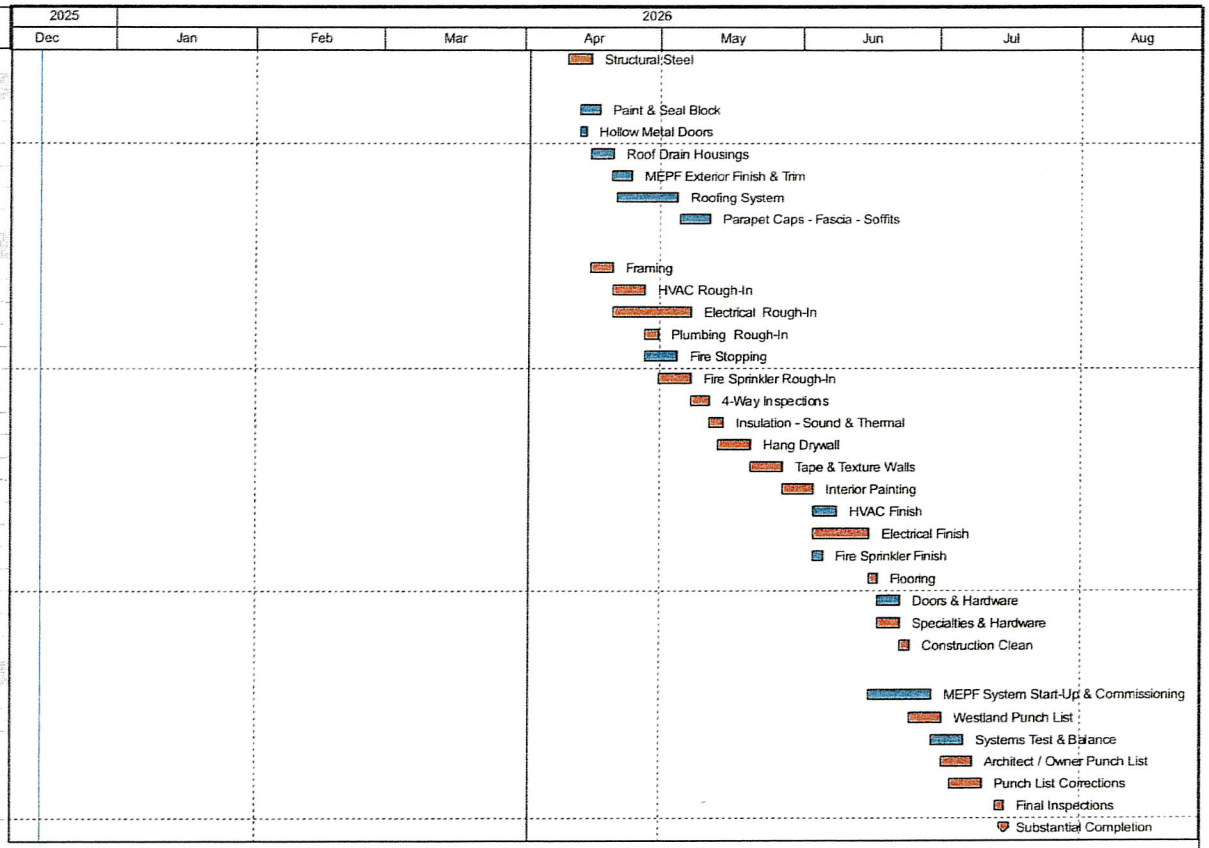
15-Dec-25

SKY MOUNTIAN SUBSTATION
PROJECT PROPOSAL SCHEDULE

HURRICANE CITY UTAH

WESTLAND

Activity ID	Activity Name	Original Duration	Start	Finish
SMS-1710	Structural Steel	3	10-Apr-26	15-Apr-26
EXTERIOR CLOSURE - WINDOWS - FINISH SYSTEMS		21	13-Apr-26	11-May-26
SMS-1730	Paint & Seal Block	5	13-Apr-26	17-Apr-26
SMS-1740	Hollow Metal Doors	2	13-Apr-26	14-Apr-26
SMS-1760	Roof Drain Housings	3	15-Apr-26	20-Apr-26
SMS-1770	MEPF Exterior Finish & Trim	5	20-Apr-26	24-Apr-26
SMS-1800	Roofing System	10	21-Apr-26	04-May-26
SMS-1840	Parapet Caps - Fascia - Soffits	5	05-May-26	11-May-26
INTERIOR ROUGH & FINISH		50	15-Apr-26	24-Jun-26
SMS-1750	Framing	3	15-Apr-26	20-Apr-26
SMS-1780	HVAC Rough-In	5	20-Apr-26	27-Apr-26
SMS-1790	Electrical Rough-In	13	20-Apr-26	07-May-26
SMS-1810	Plumbing Rough-In	3	27-Apr-26	30-Apr-26
SMS-1820	Fire Stopping	5	27-Apr-26	04-May-26
SMS-1830	Fire Sprinkler Rough-In	5	30-Apr-26	07-May-26
SMS-1850	4-Way Inspections	2	07-May-26	11-May-26
SMS-1870	Insulation - Sound & Thermal	3	11-May-26	14-May-26
SMS-1880	Hang Drywall	5	13-May-26	20-May-26
SMS-1900	Tape & Texture Walls	5	20-May-26	27-May-26
SMS-1910	Interior Painting	5	27-May-26	03-Jun-26
SMS-1920	HVAC Finish	3	03-Jun-26	08-Jun-26
SMS-1930	Electrical Finish	8	03-Jun-26	15-Jun-26
SMS-1940	Fire Sprinkler Finish	2	03-Jun-26	05-Jun-26
SMS-1960	Flooring	2	15-Jun-26	17-Jun-26
SMS-1970	Doors & Hardware	3	17-Jun-26	22-Jun-26
SMS-1980	Specialties & Hardware	3	17-Jun-26	22-Jun-26
SMS-1990	Construction Clean	2	22-Jun-26	24-Jun-26
COMMISSIONING & CLOSEOUT		22	15-Jun-26	15-Jul-26
SMS-1950	MEPF System Start-Up & Commissioning	10	15-Jun-26	29-Jun-26
SMS-2000	Westland Punch List	5	24-Jun-26	01-Jul-26
SMS-2010	Systems Test & Balance	5	29-Jun-26	06-Jul-26
SMS-2020	Architect / Owner Punch List	5	01-Jul-26	08-Jul-26
SMS-2030	Punch List Corrections	5	03-Jul-26	10-Jul-26
SMS-2050	Final Inspections	2	13-Jul-26	15-Jul-26
SMS-2060	Substantial Completion	0		15-Jul-26



WESTLAND

BIDDER QUALIFICATIONS

Sky Mountain Substation – Hurricane, Utah

December 23, 2025

This letter hereby certifies that the following statements are true and correct.

Westland Construction is regularly engaged in the installation of concrete foundations as specified in this specification.

Westland Construction does not anticipate change in ownership or major policy during the period of the proposed work.

Westland Construction has adequate manpower and material available to do the work properly and expeditiously within the time period specified.

Westland Construction has adequate financial status to meet the financial obligations incident to the work.

Westland Construction has no just or proper claims against us regarding the quality or performance of our work.

Westland Construction has installed concrete foundations for the following projects of comparable size having similar design requirements, each of which has been in successful commercial operation for at least two years.

- Utah First Credit Union – Dino Crossing (Darin Moody)
- Utah First Credit Union – Grapevine (Darin Moody)
- Family Healthcare – Dino Crossing (Lori Wright)
- Liberty Village – Hurricane (Dennis Leavitt)
- Discount Tire – St. George (George Nacsa)
- Discount Tire – Cedar City (George Nacsa)

Name/Title: Todd Houghton/VP Southwest|Director

Signature:_____

AIA® Document A310™ – 2010

Bid Bond

(Table deleted)
KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Westland Construction, Inc.
1411 West 1250 South Ste 200
Orem, Utah 84058

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City NJ 07311

a corporation duly organized under the laws of the State of NJ as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Hurricane City Power
147 North 870 West
Hurricane, Utah 84737

as Obligee, hereinafter called the Obligee, in the sum of 5% of ($ Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Sky Mountain Substation Masonry Fence and Control Building

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.
(Paragraphs deleted)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:16:17 on 09/18/2014 under Order No.8117901523_1 which expires on 12/15/2014, and is not for resale.
User Notes:
(1329082180)

Signed and sealed this 23rd day of December , 2025

(Witness)

(Witness)

Westland Construction, Inc.
(Principal) (Seal)

VP | DIRECTOR, SOUTHWEST
(Title)

Arch Insurance Company
(Surety)

(Title) (Seal)
Judy Parry, Attorney-In-Fact

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:16:17 on 09/18/2014 under Order No.8147904523_1 which expires on 12/18/2014, and is not for resale.
User Notes:
(1329082180)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Colin Chipman, J. Michele Burraston, Judy Parry, Lisa Sorensen, Peggy Deffenbaugh, Philip S. Walter, Richard Morgan and Sherry J. Pace of Salt Lake City, UT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **10th day of July, 2024**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 10, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **23 day of Dec, 20 25**.

Regan A. Shulman, Secretary

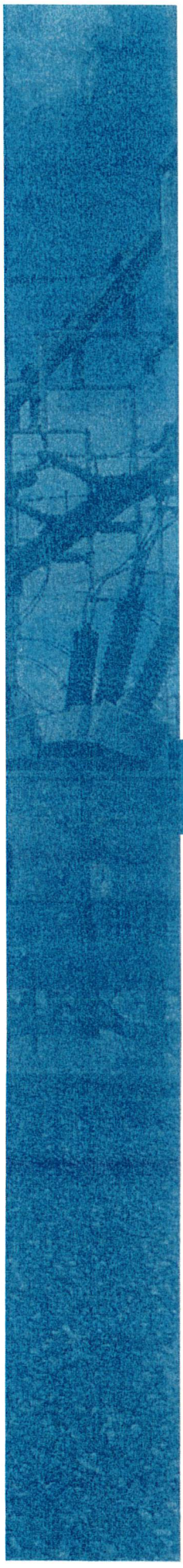
This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Bodec



Branches

- Price, UT
- St. George, UT
- San Antonio, TX
- Idaho Falls, ID
- Rock Springs, Wy

Sky Mountain Substation Control Building

BODEC

Mailing Address

90 East 1300 South

Price, UT 84501

Contact Us

Office: (435) 613-0700

Fax: (435) 613-0706

Email: info@bodecinc.com

www.bodecinc.com

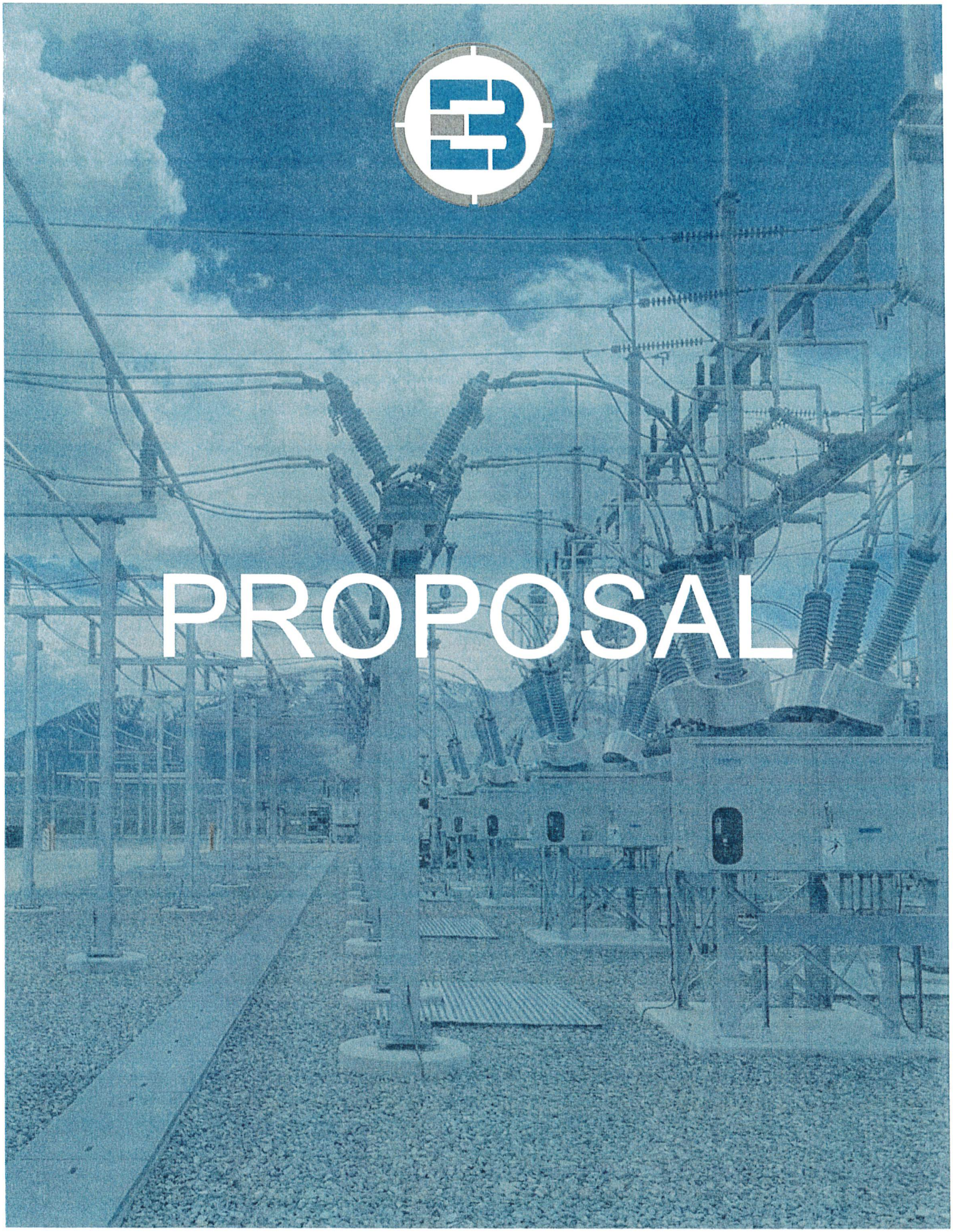
TABLE OF CONTENTS

1. Proposal P4

1.1. Base Scope of Work P4

1.2. Clarifications P4

1.3 Exclusions P5


PROPOSAL

12/18/2025

Hurricane City

RE: Sky Mountain Substation Control Building

BODEC, Inc. appreciates the opportunity to provide Hurricane City with our proposal for the Sky Mountain Substation Control Building Project.

1.1 – BASE SCOPE OF WORK

BODEC Scope:

BODEC will furnish and install per plans and specifications:

- Conduit and Conductors inside the Control building.
- 120/24-VAC 200A PANEL AC-1
- 120/24-VAC 200A PANEL AC-2
- 2) A-Lights
- 11) B-Lights
- 4) C-Lights
- Electrical Control Building including:
  - Block wall
  - Foundations
  - Roofing/metal framing
  - Standing seam metal roofing
  - Metal soffit and fascia
  - HVAC and exterior venting per plan
  - Insulation, Drywall & Paint
  - 2) Exterior Doors
  - Diamon Plate Covers for Cable Trough inside Building Only)

Total Base Bid: $565,828.00

This bid is valid for ***14 days*** from the date of quote above. Our pricing is based on the following clarifications and exclusions.

1.2 – CLARIFICATIONS

1. BODEC's lump sum price is based on material pricing as of date issued on proposal. Pricing is predicated on immediate release for procurement of material. Due to supply chain issues and price volatility, any material pricing increases beyond 5% of that quoted materials on date of proposal will warrant a change order applied toward material pricing. All such adjustments will be made against the net price plus 15% material mark up.
2. Access with no obstructions to work area by Customer.
3. Secure lay-down, material storage, and parking area by Customer.
4. All material deliveries are subject to material availability, manufacturers' lead times, and submittal approval.
5. All work to be performed during normal daytime working hours. Pricing based upon crews working 40 hours per week on a 4-10 work schedule, Monday - Thursday excluding holidays.
6. Not responsible for schedule delays or liquidated damages due to any cause or occurrence attributable to any other entity or cause including but not limited to equipment malfunction, material deliveries, incorrect device(s), services provided, inclement weather conditions, other contractors, governmental intervention, or any other unforeseen circumstances that delay the installation.
7. Any schedule delay(s) or stand-by-time will be invoiced on a time and material basis (includes labor & equipment).
8. Our pricing, schedule, and labor or manpower are based upon a continuous workflow and does not account for delays or interferences caused by other trades, any material discrepancies, any equipment failures, any installations, and/or any services provided by others. These items are to be readily available, and the work site should be free of interference or obstruction when electrical work begins.
9. If the project site conditions, whether differing, unforeseen, latent, or otherwise, are such to prevent normal installation time and procedures, then the Owner/Customer will be responsible for additional equipment and labor expenses billed at a time and materials rate.
10. Prices do not include tariff(s) or excise tax(es).
11. Any tariff(s) or excise tax(es) assessed to BODEC will be invoiced separately to customer.

1.3 – EXCLUSIONS

1. Temporary power connection, lighting, equipment, or fees/charges.
2. Temporary construction power (Temp Generator for BODEC use only).
3. Utility company service charges.
4. Equipment necessary to unload, transport, and/or store any materials that have not been included in the scope of the bid.
5. Anything not expressly stated or provided for in the bid scope of work shall be deemed excluded unless customarily included as industry standard.
6. Stored materials or spare parts.
7. Concrete Duct Bank if required.
8. The provisioning of any required boring.
9. The furnishing and installation of conduits and conductors outside of the control building.
10. The furnishing and installation of the SST1, SSD-1, SSD-2, SSD-4, SSD-3, SSTS-1.
11. The furnishing and installation of cable vault and associated diamond plate.
12. The furnishing of any required fencing or the gate shown on 037-049-C112.
13. The furnishing and installation of the DC panels.

14. The furnishing and installation of the Battery Rack.
15. The furnishing and installation of RTAC Panel, Annunciator Panel, MIMI Bus Control, T1 Relay Panel, T2 Relay Panel, Line 1 Relay Panel and Line 2 Relay Panel.
16. The provisioning of services to get site foundation to finish grade (grade is assumed to be to the customer's desired level upon start of excavation for the foundation and that digging will be able to commence immediately.)

Thank you again for the opportunity to quote this project. If you have any questions, feel free to contact me (435) 239-4807.

Sincerely,
Avery Heimer

NOTICE TO BIDDERS

NOTICE TO BIDDERS:

Bids will be received by Hurricane City Power for:

Hurricane City
SKY MOUNTAIN SUBSTATION
MASONRY FENCE AND CONTROL BUILDING

The bids will be for furnishing the Sky Mountain Substation Masonry Fence and Control Building. Bids shall be in accordance with the Bid Documents prepared by Intermountain Consumer Professional Engineers, Inc.("ICPE"), hereinafter referred to as the "Engineer".

A. Sealed (hard copy) proposals are to be clearly labeled "bid for Sky Mountain Substation Masonry Fence and Control Building" and be delivered to:

   Attention: Jared Ross/Mike Johns
   Hurricane City Power
   147 North 870 West
   Hurricane, UT 84737

Proposals shall be received before 3:00 pm **on December 23, 2025** Bids will be opened publicly in the presence of one or more witnesses in the Council Chambers. Purchaser shall enter in to only one contract for the services and equipment to be provided under this specification.

A pre-bid "Teams" conference meeting will be held on November 25, 2025, at 2:00 p.m.. Information for the conference meeting shall be obtained from Jared Ross at powerjared@hurricane.utah.gov or via phone at 435-669-5262. The Bidder shall provide e-mail information to facilitate meeting invite notification.

The project schedule is as follows:

Pre-bid "TEAMS" Conference meeting date: November 25, 2025 at 2:00 p.m.

Bid due date: December 23, 2025.

Earliest Start date: January 23, 2026.

All questions regarding the Bid Documents should be addressed to Daniel Velarde with ICPE, and Jared Ross with Hurricane City (addresses as indicated in the "Instruction to Bidders).

Instructions, specifications and proposal blanks will be on file in the office of Intermountain Consumer Professional Engineers, Inc., ("Engineer") 1145 East South Union Avenue, Midvale, UT 84047, where they may be consulted or secured for the purpose of bidding.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF CONTRACT: Bidder shall be fully responsible for all labor, material and equipment necessary for complete installation of the foundations and Control Building as required in the Bid Documents.

2. SECURING AND COMPLIANCE WITH BIDDING DOCUMENTS: Specifications and other bidding documents may be obtained at the time and place indicated on to Notice to Bidders. Bidders shall comply with all conditions stipulated in such bidding documents.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS:

   a. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds errors, discrepancies or omissions in them, he shall at once request interpretation or correction from the Engineer.
   b. The Engineer will promptly clarify the area in question and issue written instructions to all prospective bidders. Verbal instructions or interpretations will have no validity, regardless of source.
   c. Request for such clarifications must be in the office of the Engineer a minimum of three (3) days prior to bid opening.

4. PREPARING AND SUBMITTING BIDS:

   a. Bids shall be prepared on the forms as found in this specification.
   b. Bids will bear no marks, erasures, or writing changes, other than those provided or requested.
   c. No verbal or telephone bid modifications or cancellations will be considered.
   d. The bidder guarantees there shall be no revisions or withdrawal of bid amount for a period of 60 days after bid opening.
   e. Bid shall be signed by a Principal duly authorized to make contracts.
   f. Bid proposals shall reflect the cost of all work required by the bidding documents, plus additions, deletions, or modifications required by addenda issued prior to bid opening.
   g. **Sealed Bids** shall be delivered to Jared Ross at Hurricane City Power as stated in the notice to bidders.
   h. It is the bidder's sole responsibility to see that his bid is received at the proper time and place. Any, bid received after scheduled bid opening will be considered non-responsive.

5. EXCEPTIONS

   a. Each Bidder shall list in the space provided on the proposal form all exceptions or conflicts between his proposal and the specifications and documents. If more space is required for this listing, additional pages may be added. If the bidder takes no exceptions, he shall write "None" in the space provided. Proposals which do not comply with this requirement will be considered irregular and may be rejected at the discretion of the Purchaser. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.
   b. If the Bidder takes exception, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, article number, and article title of the specifications and documents. If the bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or articles of the original specification language and incorporating the substitute language. Proposed deletions shall be set off by brackets, thus: [delete this language], and proposed substitute language shall be indicated by underlining, thus: <u>substitute this languages</u> Exceptions which are general, which make reference to the bidder's standard terms and conditions, or which make reference to the bidder's descriptive information as a whole will not be acceptable. Proposals which do not comply with these requirements for the presentation of exceptions will not be acceptable and may be rejected.
   c. If a proposal includes express or implied exceptions that are not listed as required, the requirements of the specifications and documents shall govern. The bidder shall not alter any part of the specifications and documents in any way, except by stating his exceptions.

6. BID WITHDRAWALS: Prior to the bid opening, Bidders may withdraw a bid by written request or by reclaiming bid envelopes.

7. BID OPENING AND DATE: Bid opening time and date is as per the Notice to Bidders found in this Bid Document.

8. BID PROPOSAL:

   a. Firm prices shall be quoted.
   b. The Purchaser reserves the right to waive minor irregularities or minor errors in any proposal if it appears to the Purchaser that such irregularities or errors were made inadvertently. Any such irregularities or errors so waived must be corrected in the Proposal in which they occur prior to the execution of any contract which may be awarded thereon.
   c. All Bidders will be notified of any changes in the specifications in addendum letters. Receipt of addendum letters must be acknowledged in the bid proposal.

9. BIDDER QUALIFICATIONS: In order for their proposals to be considered, Bidders must, upon request, demonstrate to the satisfaction of the Purchaser that they are qualified to satisfactorily perform the specified work. The Bidder shall submit written evidence of his qualifications to the Purchaser and the Engineer, in duplicate, not less than three (3) days before the date of proposal opening. Such evident shall include all information necessary to certify that the Bidder:

   a. Is regularly engaged in the installation of substation concrete foundations as specified in this specification.
   b. Does not anticipate change in ownership or major policy during the period of the proposed work. If such change is anticipated the scope and effect thereof shall be defined.
   c. Has adequate manpower and material available to do the work properly and expeditiously within the time period specified.
   d. Has adequate financial status to meet the financial obligations incident to the work.
   e. Has no just or proper claims pending against him regarding the quality or performance of his work.
   f. Has installed concrete foundations for six (6) or more substations of comparable size having similar design requirements, each of which has been in successful commercial operation for at least two years. The evidence shall consist of a selected listing of the substations, indicating for each substation the owner's name location, date of initial operation, and rating. The listing shall be specially prepared for this particular bidding and shall list only those whose substations falling under the above requirements.

10. INTERPRETATION AND ADDENDA

   a. If any prospective Bidder is in doubt as to the true meaning of any part of the proposed Bid documents, he may submit to the Engineer a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. The Purchaser will not be responsible for any other explanations or interpretations of the proposed documents.
   b. It shall be the Bidder's responsibility to advise the Engineer, before the time specified for receipt of proposals, of conflicting requirements or omissions of information which require clarification. Those questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question.

11. AWARD OR REJECTION OF BID: The Purchaser reserves the right to reject any and all bids and to waive any irregularities therein.

   A. *Considerations.* In awarding to the lowest responsible bidder, the City shall consider, in addition to price:
      1. The quality of supplies offered;

2. The ability, capacity and skill of the bidder to perform the contract of provide the supplies of service required;
3. Whether the bidder can perform the contract of provide the supplies promptly, or within the time specified, without delay or interference;
4. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the supplies or services;
5. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
6. The quality of the bidder's performance on pervious orders or contracts for the City or others;
7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the City, or failed to substantially comply with bid specifications or contract terms and conditions;
8. Any previous or existing noncompliance by the bidder with laws ordinances of the City relating directly or indirectly to the subject of the contract; and
9. The ability of the bidder to provide future maintenance and service, where essential; and
10. Possession or ability to obtain all necessary City and state licenses either at the time of bid or before doing business with the City, as specified by the contracting agent;
11. A statement by bidder of all subcontractors he will use who may supply ten percent or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.
12. Whether the bidder is a local vendor, which is defined for purposes of this chapter as an entity or individual that either (1) has physical location within the City limits and is licensed to conduct business by the City or (2) pays business taxes to the City.

B. *Award to other than low bidder.* When the award is not given to the lowest bidder, a statement of the reasons therefor shall be prepared by the department head involved, sent to and approved by the City Manger and City Attorney and filed with the purchasing agent along with any other papers related to the transaction.

C. *Challenge to action of contracting officer.* When a bid protested by someone having standing to do so, or an irregularity is waived by the contracting officer, written notice of such protest or waiver shall be given to each bidder immediately advising the right of any adversely affected person to file a protest with the contracting officer. Such protest must be made in writing within 72 hours after the bid tabulation is made or after receipt of the notice of protest or waiver from the contracting officer. Failure to so file shall constitute a waiver of further challenge. Upon receipt of such challenge, the contract award process must cease until a decision of the hearing board unless the contracting officer sets forth in writing particular facts and circumstances which require continuance of the contact award process without delay in order to avoid an immediate and serious danger to the public health, safety and welfare. An administrative hearing of the protest shall be held within 15 days before a board made up of the contracting officer, the purchasing agent, the City Manger and the City Attorney.

ACCEPTANCE OF BID: No Bidder shall consider himself under contract until a Letter of Acceptance, bearing an authorized signature, and purchase order number is provided by the Purchaser to the Bidder.

12. CORRESPONDANCE

a. Questions and/or clarifications shall be addressed to:

Mr. Daniel Velarde.
ICPE
1145 East South Union Avenue
Midvale, UT 84047

Telephone: (801) 255-1111 Extension:1068
E-mail: Daniel.Velarde@icpeinc.com

Mr. Jared Ross
Hurricane City Power
526 West 600 North
Hurricane City , Utah 84737

Telephone: (435) 669-5262
E-mail: powerjared@hurricane.utah.gov

BODEC

(Bidder's Name)

PROPOSAL

Name of bidder BODEC Date 12/18/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	$0.00	$0.00
Masonry Fence/Gates	LS	$0.00	$0.00
Control House Foundation F4	1ea	INCLUDED BELOW	
Control House - (masonry, roof, HVAC, electrical, interior)	lot	$565,828.00	$565,828.00
TOTAL			$ $565,828.00

(Bidder's Name)

PROPOSAL

Name of bidder _____ Date _____

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

_____

_____

_____

_____

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	1	$25,000.00
Masonry Fence/Gates	LS	1	$245,000.00
Control House Foundation F4	1ea	1	$30,000.00
Control House - (masonry, roof, HVAC, electrical, interior)	lot	1	$265,328.00
TOTAL			$ $565,828.00

BODEC, Inc.
(Bidder's Name)

2. PROPOSAL DATA

a. General

1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received

c. Declarations and Signatures

1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: St. George, UT this 17th day of December 2025

Bidder: BODEC, Inc.
By: (Signature) (SEAL)
Anita M. Bruno
(Printed or Typed)
Title: Vice President of BODEC, Inc.

Complete Business Address of Bidder:
90 East 1300 South
Price, UT 84501

Name, Address, email and Telephone Number of Person to Contact Regarding this Proposal.
Will Gleave
90 East 1300 South
Price, UT 84501

Telephone: 435-820-0615
email: wgleave@bodecinc.com

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Discussion regarding the interpretation of the ordinance regarding background checks on business owners.

Discussion: Hurricane City Code (HCC) 3-1-3 requires annual background checks for certain business types and their employees, including tattoo artists, businesses involving minor children, and businesses requiring entry into private residences. HCC 3-1-9.5 allows a business license to be denied if the applicant, or any person conducting the business, has violated any federal, state, or local law governing the business, or has been convicted of a felony or a misdemeanor involving moral turpitude. Staff has historically interpreted this provision to mean that any felony conviction, regardless of when it occurred, is grounds for denial.

By comparison, HCC 3-2-6(B)(2), which governs liquor control, specifies a seven-year lookback period. Under that section, a license may be denied if, within seven years of the application date, the owner, manager, or person controlling daily operations has been convicted of a felony, entered a plea in abeyance, or violated laws related to alcoholic beverages, driving under the influence, or moral turpitude.

These two provisions regulating licenses by felons are inconsistent, and staff would like direction from the Council on how to amend one or both of the provisions. Staff believes that the absence of a defined time limitation in the business license chapter may create ambiguity, and it might not be good policy to withhold licenses from felons in perpetuity with no opportunity for rehabilitation. – Cindy Beteag

Findings:

Recommendation: