



HURRICANE CITY UTAH

City Council

*Drew Ellerman
Joseph Prete
Dave Imlay
Lynn Excell
Amy Werrett*

Mayor

City Manager

Clark Fawcett

Kaden DeMille

Hurricane City Council Meeting Agenda

May 7, 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. Work Meeting

1. Presentation and discussion on Storm Drain Utility fees and Storm Drain Impact Fees

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for April 2, 2026 and April 16, 2026

Public Forum – Comments from Public

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

OLD BUSINESS

1. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC26-05** to rezone a 0.522-acre portion of a 8.36-acre property located at 630 S 60 E from Residential Agriculture RA-1 to Single Family Residential R1-10; File No. ZC26-05; parcel no. H-362; Samantha Hinton, applicant

NEW BUSINESS

1. Presentation from the **Three Falls Elementary Student Council**
2. Announcement of the 5th Grade *Give Me Liberty* award winners
3. Reading of her **award-winning essay** by Mia Ballard
4. Public Hearing to take comments on the following:
 - a. Preliminary Budget for 2026-2027
 - b. A request for disposal of property in Falcon Ridge parcel # H-FAL-4-COMMON
 - c. A request for abandonment and vacation of easements near 90 North and 3200 West
5. Consideration and possible approval of **Resolution 2026-21 Approving the 2026-2027 Preliminary Budget** - Paige Chapman

7:30 p.m. - Recognition of the HHS basketball team and state champion wrestlers

6. Consideration and possible approval of **awarding the bid to reconstruct the apron** at the Hurricane City Municipal Airport - Mike Vercimak
7. Consideration and possible approval of a **Reimbursement Agreement with JEBO LLC** regarding a water line upsize - Arthur LeBaron
8. Consideration and possible approval of the **reassignment of hangar 5S 3E** to Motive Aero LLC - Mike Vercimak
9. Consideration and possible approval of **local consent for a single event liquor license** at Pecan Valley Resort - Chris Wyler
10. Consideration and possible approval of a **Franchise Agreement with Forged Fiber 37, LLC** - Dayton Hall
11. Consideration and possible approval of **Resolution 2026-20 Adopting a Privacy Program Policy** - Sel Lovell
12. Consideration and possible approval of **Ordinance 2026-08 Approving the Abandonment and Vacation of Easements** on parcels H-WALM-A-1, H-3-1-31-3000, H-3-1-31-321, H-3-1-31-30091, near 90 North and 3200 West - Arthur LeBaron
13. Consideration and possible approval of **Ordinance 2026-09 Approving the disposal of surplus property** located in Falcon Ridge parcel #H-FAL-4-COMMON - Dayton Hall
14. Consideration and possible approval of **Ordinance 2026-10 Amending Title 10, Chapter 36** regarding sign regulations; File No. LUCA26-02; Hurricane City Planning, applicant - Gary Cupp
15. Consideration and possible approval of **awarding a contract for the 180 West Pedestrian Bridge** project - Arthur LeBaron
16. Consideration and possible approval of a **contract for the Transportation Masterplan** Update - Arthur LeBaron
17. Mayor, Council, and staff reports

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

Adjournment

The undersigned City Recorder does hereby certify that the agenda was posted to the city website, posted to the state public notice website, and at the following locations: the City office, the post office, and the library on May 6, 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 May 7, 2026

4:30 p.m. Work Meeting

1. Presentation and discussion on Storm Drain Utility fees and Storm Drain impact fees

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes for April 2, 2026, and April 16, 2026.

Old Business

1. Item Summary

To: Hurricane City Council

From: Gary Cupp, Planning Director

This item was continued from the April 2, 2026, City Council meeting at the request of the applicant. The property owner is requesting a zone change from Residential Agriculture RA-1 to Single Family Residential R1-10 for a 0.522-acre portion of a larger 8.36-acre parcel located at the south end of Main Street. The applicant has stated their intention, after rezoning, is to split off the smaller piece from the larger parcel for the purpose of building one single-family home on the new lot. A public hearing was held at the March 26, 2026, Planning Commission meeting. The public hearing was attended by a large audience of neighbors who oppose the zone change, and they were represented by about half a dozen speakers who voiced concerns about future subdivision of the property, increases in traffic on the narrow street, the inadequacy of the street to accommodate more units, and increased water usage. The Planning Commission discussed similar concerns as those voiced in the public comments and asked questions of staff about the road-improvement requirements that would be needed. Staff responded, stating that none are required for the zone change, but any lot split or subdivision of the property would include access and fire safety analyses to determine what level of road improvements would be required to assure that city standards are properly met. A motion to approve was made, but it failed with a vote of 4 to 3 against. After further discussion regarding how the four standards for approval for a zone change cited in the city code were adequately satisfied, a second motion to recommend approval passed 4 to 3 in favor.

Property Information

Property Size – 8.36 acres

Current Zoning – RA-1

General Plan – Single Family

Existing Development – One single-family residence and several outbuildings.

Parcel No. H-362

Findings:

a. Is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan? The General Plan Map designates this area as "Single Family," and the proposed Single Family Residential R1-10 zoning is consistent with that designation. Although the property is currently used for agricultural purposes, something that the General Plan generally supports preserving, it is not designated for long-term agricultural use under the "Single Family" land use designation. The General Plan also supports development that is consistent with surrounding land uses, and this proposal meets that consistency requirement since the site is surrounded by existing R1-10 zoning that is predominately developed with single-family homes.

b. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? Development in the area is zoned and developed similarly. The zone change amendment would be harmonious with development in the immediate area since the site is surrounded by existing R1-10 zoning that is predominately developed with single-family homes.

c. Will the proposed amendment adversely affect the adjacent property? The applicant's proposal to create one additional lot after the zone change with a future lot split is not anticipated to adversely affect neighboring properties. A lot split or subdivision would require verification of adequate access and fire safety, and as such, the potential to adversely affect neighboring properties is unlikely. Also, the proposed density is consistent with that prescribed by the General Plan.

d. Are public facilities and services adequate to serve the subject property? There are no concerns with the adequacy of public facilities to serve this property. The JUC reviewed the proposed zone change and recommends approval.

Staff recommends approval.

New Business

1. Presentation from the Three Falls Elementary Student Council.
2. Announcement of the 5th Grade Give Me Libert award winners.
3. Reading of her award-winning essay by Mia Ballard.
4. Public Hearing to take comments on the following:
 - a. Preliminary Budget for 2026-2027
 - b. A request for disposal of property in Falcon Ridge parcel H-FAL-4-COMMON
 - c. A request for abandonment and vacation of easements near 90 N 3200 West

5. The Mayor and City Council are respectfully requested to review and approve the Preliminary Budget for Fiscal Year 2026-27 (July 1, 2026 – June 30, 2027). This document provides a summary of the proposed appropriations across all city funds, with particular attention to changes from the adopted FY 2025-26 budget. The proposed FY 2026-27 City-Wide Preliminary Budget totals \$134,316,836, representing an increase of \$10,450,649 (8.4%) over the FY 2025-26 adopted budget of \$123,866,187. This increase reflects strategic capital investments, growth in service demands, and ongoing infrastructure priorities. Staff respectfully recommends that the Mayor and City Council approve the FY 2026-27 Preliminary Budget as presented, totaling \$134,316,836 across all city funds. Approval of the preliminary budget authorizes staff to continue detailed budget preparation in advance of final budget adoption. Following preliminary approval, a public hearing will be scheduled prior to final budget adoption in accordance with Utah Code. The Council retains full authority to modify line items at any point prior to final adoption. A more detailed executive summary is provided in the packet. – Paige Chapman

7:30 p.m. – Recognition of the HHS basketball team and state champion wrestlers

6. Background:

In 2022, President Biden and Congress passed the Bipartisan Infrastructure Law and part of this Law funded additional participation to airports belonging to the NIPIAS program. As a member of the program Hurricane City Airport received an additional funding amount of \$795,000.00 to be used to upgrade infrastructure at the airport.

After discussions with the airport consultant and the airport board it was decided to use the money to reconstruct the apron in front of the hangers at the airport. The project was added to the Capital Improvement Plan for 2023 and approved by the city council. The project was developed and advertised for bid on Sunday, March 15, 2026. Bids were opened and read at the city offices on April 9, 2026. The apparent low bid was Mel Clark, Inc. Mel Clark Inc has done work for the city in the past and we have not had any problems with them.

The bid and the project were discussed at the airport board meeting on April 21, 2026 and a motion to recommend approval was made and accepted.

Woolpert prepared a bid recap and a letter of recommendation which is part of the packet for this agenda item.

We are recommending that the bid be awarded to Mel Clark, Inc in the amount of \$556,755.00.

As a footnote, the bid of \$556,755.00 was 37% lower than the engineer's estimate. – Mike Vercimak

7. The developer of Painted Sands Phase 3A completed roadway and utility improvements along their frontage of 600 North. The waterline that was installed consists of 12" ductile iron pipe, which is a master planned system improvement, and is therefore

eligible for reimbursement. The project improvement is an 8" PVC pipe and the proposed reimbursement is the cost difference between the two. By ordinance it is the City Engineer's responsibility to determine eligible costs for reimbursement.

Findings: The developer submitted his actual costs, which were well-documented contractor bids. I evaluated the bids and verified the quantities that were installed according to the approved plans and measurements on the ground. The developer is eligible for a reimbursement amount of \$35,720, or a total of 17 water impact fee vouchers. The City Attorney has prepared the reimbursement agreement that is up for consideration.

Recommendation: It is recommended that the reimbursement agreement be approved.

– Arthur LeBaron

8. The applicant is requesting the reassignment of an existing hangar lease, which is permitted under the terms of the lease. The Airport Board has recommended approval.

– Cindy Beteag

9. The applicant currently holds a full-service restaurant liquor license for the ground-level restaurant within the clubhouse building. They are requesting a single-event liquor license to accommodate an event on the second level of the clubhouse. Alcohol service and consumption will be restricted to designated areas. Similar events have previously been held at this location without incident, and staff has confirmed with the Police Department that there are no concerns. Staff recommends approval of the local consent request. Cindy Beteag

10. Forged Fiber 37, LLC ("Forged Fiber") has requested a franchise agreement with Hurricane City. Forged Fiber is affiliated with AT&T and will provide wholesale broadband transmission services. Its customers will not be end-user residents; instead, its customers will be Internet Service Providers ("ISPs"). The ISPs will provide the internet service to residents.

Forged Fiber has accepted the City's proposed form franchise agreement without any substantive revisions. In 2022, the City revamped its franchisee ordinances to address issues with franchisees interfering with and damaging City infrastructure. The proposed franchise agreement requires Forged Fiber to comply with all applicable obligations that were confirmed in the 2022 ordinance amendments to protect City infrastructure.

Findings: Forged Fiber has agreed to meet the requirements of the City's franchise ordinances, which can be enforced through the proposed agreement.

Recommendation: The City Attorney approves the proposed franchise agreement as to form. Dayton Hall

11. Governmental agencies in Utah are required to create a privacy program primarily to comply with the Government Data Privacy Act (GDPA)—enacted via House Bill 491 in 2024—which mandates that all state and local governmental entities initiate a structured data privacy program by December 31, 2025. This initiative, further bolstered

by HB 450 in 2026, aims to modernize data governance, protect citizen privacy, and establish transparency. As a city we must adopt a resolution which states that we will follow all the mandates set forth by the Data Privacy Act which is enforced by the Utah Office of Data Privacy. – Sel Lovell

12. The abandonment of these easements comes at the request of two of our developing partners, Sky Rim and Hurricane Dental Holdings. The easements proposed for vacation were obtained to access, install, and maintain power and water alignments connecting the Stratton Well site to Hurricane City's utility networks. The water main and power alignment have already been moved from the recorded easements to planned road alignments in association with the Sky Rim and Hurricane Dental Holdings Developments. Said utilities are currently functioning in new existing alignments and access to the well site is available from another route. Planned roadway dedications, public access easement and public utility easement dedications and this proposed vacation are conditions for subsequent approvals from Hurricane City staff to realize the developers' current plans.

Findings: The abandonment of these easements has been vetted by the affected entities. A plan is in place to provide new easements with proposed development, and as soon as the new easements are recorded, this abandonment can be recorded.

Recommendation: It is recommended that the ordinance for abandonment be approved with the condition that it not be recorded until the new easements are in place. – Arthur LeBaron

13. The final plat for Phase 4 of the Falcon Ridge subdivision reserved to Hurricane City a utility and access easement in a remainder parcel identified as Parcel H-FAL-4-Common, which is approximately 3507 square feet in size (the "Remainder Parcel"), as shown below:



The purpose of the City's easement in the Remainder Parcel was to preserve access to two parcels (H-3-1-26-138 & H-3-1-26-132) as shown above outside of the subdivision boundaries (the "Adjacent Parcels"). The owner of the Remainder Parcel and the purchaser of the Adjacent Parcels has requested that the City participate in an arrangement whereby the City acquires the Remainder Parcel, at no cost, and deeds it to the purchaser of the Adjacent Parcels, thereby providing access to the Adjacent Parcels as originally intended. The deal will entail a simultaneous closing involving the City, the owner of the Remainder Parcel, and the Purchaser of the Adjacent Parcels. Findings: The proposed transaction will accomplish the original intended purpose of the City's retention of the easement in the Remainder Parcel.

Recommendation: The request that the City be involved in this transaction was reviewed by the City Manager, the City Attorney, and the City Engineer. The review included a site visit and a meeting with the purchaser of the Adjacent Parcels, Bill Zitting. After review, the City above-referenced staff are in agreement that the City's facilitation of the land deal will result in the best use of the affected properties. Also, it does not appear that the proposed disposal of the City's interest in the Remainder Parcel will negatively affect any of the City's interests. -Dayton Hall

14. **ITEM SUMMARY**

To: Hurricane City Council

From: Gary Cupp, Planning Director

Background/Request:

An update to the sign ordinance has been prepared at the request of the City Council for the purpose of establishing regulations for the use of political signs during election periods. The sign ordinance, as currently written, does not specifically regulate the placement or use of campaign signs, which has caused clamor and complaints during past election cycles primarily due to a lack of a clear definition in the city code as to what constitutes a political sign and where they can be placed within the city. Staff is also proposing various other "clean-ups" and revisions to the sign ordinance in an effort to make the regulations clearer, to eliminate contradictions, and to provide an avenue to allow limited exceptions to the height and size maximums for signs. The principal changes being proposed are as follows:

- Proposes a clear definition of what constitutes political and campaign signs, and makes various updates to other definitions in the ordinance (see 10-36-2).
- Proposes clear standards for the use and placement of political signs, and also aligns city code with state law relating to political signs (see 10-36-3(J)).
- Proposes standards to regulate signs that use video display screens, termed as "electronic message centers" in the code (see 10-36-3(K) and the table in 10-36-14).
- Proposes standards for flag poles (see 10-36-15).

- Proposes objective standards for the Planning Commission to approve limited exceptions to the existing height and size maximums for signs (see Notes 2 & 3 after the table in 10-36-14).
- Proposes limited exceptions for temporary off-premises signs for community events, such as county fairs, city-sponsored events, or events of city interest (see Note 1 after the table in 10-36-14).

Planning Commission Review:

A public hearing was held at the April 23, 2026, Planning Commission meeting and no public comments or objections to code update were received. Discussion among the commissioners was by far focused on signs with video display screens and whether or not to allow video content. Commissioner Goodfellow voiced concerns about moving video images being too distracting for passing cars, thus causing a potential hazard for traffic. She suggested that only still, or “static”, images should be allowed on the screens. The following motions were made:

- After this discussion, Commissioner Goodfellow made a motion to recommend approval of the code update with the condition that a provision prohibiting video messaging be added to the ordinance. Commissioners Iverson, Winder, and Hughes voted against the motion. Commissioners Sampson, Ballard, and Goodfellow voted in favor of the motion. The motion failed with a vote tied 3 to 3.
- Commissioners Iverson, Winder, and Hughes expressed concern that if video imagery were prohibited, the existing grandfathered video signs would be an unfair business advantage over the businesses who could not show video messages on their signs. It was also discussed that there is already a very large number of these types of signs that already exist in the city, and if their brightness is adequately regulated the signs won't present any problems. The commissioners came to agreement on this point, and Commissioner Hugues made a motion to recommend approval of the ordinance update as originally presented. The motion passed unanimously.

It is relevant to note that the Planning Commission also discussed conducting possible research to find out if any data existed that linked an increase in car crashes to video signage. When Planning staff reached out to the Chief of Police for an opinion on the matter, he recommended that, since the existing video signs have not caused any traffic problems in the city, a prohibition would be unnecessary.

The Planning Commission recommended approval of the code update to the sign ordinance as proposed by staff and as shown in the attached redlined draft. Staff also recommends approval of the proposed revisions to the sign ordinance.

15. The bridge crossing of Gould Wash on 180 West has no separate pedestrian facility. Over the years the City has received many inquiries from citizens requesting accommodations for pedestrians. As both pedestrian and vehicle traffic has increased, the City has recognized the need for adding pedestrian facilities on both sides of the bridge to address the issue. This project was budgeted for and plans have been prepared and the project was advertised for public bid. Hurricane City received one bid from Interstate Rock Products in the amount of \$511,128.00. This amount is above the amount that was originally budgeted. Additional funds are available in Fund 20 that can be utilized to finish the project.

Findings: Although the bid is above the amount budgeted, the project can be completed using additional funds from Fund 20 without hurting other projects. In further discussions with Interstate Rock Products it has been determined that their performing both the irrigation project along with this bridge project will give us the opportunity to partner and perform some value engineering in which we can realize some cost savings and benefits to both projects. The irrigation project includes a wash crossing on 180 West and it will be a better situation to cross the wash with the irrigation pipe attached to the new pedestrian bridge. Also we will be able to coordinate the construction, so both projects can be completed concurrently and hopefully realize some efficiencies in doing so. We have also learned from Interstate that we can also open up a savings opportunity by putting the schedule off several months to allow for a longer lead time for a more economical prefabricated bridge structure.

Recommendation: It is recommended that the project be awarded to Interstate Rock Products in the amount of \$511,128.00. – Arthur LeBaron

16. The City Council approved the selection of Avenue Consultants to perform the proposed Transportation Masterplan Update. The project has an expanded scope that includes the following items:

- Transportation Masterplan
- Public Engagement
- Active Transportation Plan
- Pavement Management Plan
- Transportation Utility Fee Analysis
- Capital Facilities Plan
- Impact Fee Facilities Plan

Avenue Consultants has submitted a scope of work and associated cost proposal that we have successfully negotiated in the amount of \$175,629.00. This amount is in accordance with the estimates that I had made for this project. The City has budgeted \$100,000 in the current budget year. We have an additional \$30,000 that I was able to secure from the Dixie MPO planning fund. I also submitted a grant application to UDOT Technical Planning Assistance Fund in the amount of \$100,000, which I am expecting will be successful, but I have not yet received the award. As this project will straddle two

budget periods, it is feasible for the City to budget the remaining \$45,629 in the next budget year to cover the cost of the project.

Findings: The scope and fee presented is the result of a successful negotiation with Avenue Consultants to move forward with the project. The work that will be completed by this project will be a great benefit to the City and funding for this project is good to move forward.

Recommendation: It is recommended that the City award the contract for the Transportation Masterplan Update to Avenue Consultants in the amount of \$175,629.00. – Arthur LeBaron

17. Mayor, Council, and staff reports.

18. Tentative Close Meeting upon request.

Mayor
Clark Fawcett

City Manager
Kaden C. DeMille



City Council
Drew Ellerman
Joseph Prete
Dave Imlay
Lynn Excell
Amy Werrett

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

None

Current Open Positions

Finance Manager
Parks Custodian
Recreation Sports Aide
Utility Clerk

Date 05/06/2026



1 Minutes of the Hurricane City Council meeting held on April 2, 2026, in the Council Chambers at
2 147 North 870 West, Hurricane, Utah at 5 p.m.

3 **Members Present:** Mayor Clark Fawcett and **Council Members:** Drew Ellerman, Joseph Prete,
4 Dave Imlay, Lynn Excell, and Amy Werrett.

5
6 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
7 Public Works Director Mike Vercimak, Assistant Public Works Director Weston Walker, Streets
8 Superintendent Hayden Roberts, Water Superintendent Kory Wright, City Planner Gary Cupp,
9 Assistant Planner Fred Resch III, Recreation Director Tiffani Wright, City Engineer Arthur
10 LeBaron, HR Director Sel Lovell, Parks Representative Josh Averett, and City Recorder Cindy
11 Beteag.

12
13 **AGENDA**

14 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

15 Chief Yates reported that bike patrol officers will be on duty this weekend for the Easter Car
16 Show and egg hunt. He also reviewed March statistics, noting 793 total incidents, 62 arrests,
17 307 citations issued, 676 traffic stops, and 50 accidents. While accidents decreased by 7%,
18 overall incidents increased by 18% compared to the same time last year. He further shared that
19 a local man in his fifties had been engaging in inappropriate sexual conversations with
20 teenagers. A detective was able to obtain a warrant through Instagram, which led to the
21 discovery that the individual was also in possession of child pornography. The suspect was
22 arrested and is currently being held without bail.

23 Sel Lovell reported that most positions have been filled. However, Merielle Redwine from GIS
24 has submitted her two-week notice to accept a position with the County, leaving that as the
25 only current vacancy. He also noted that he has been working on updates to the policy manual
26 as well as the required state privacy program.

27 Josh Averett stated that the Parks Department has been busy preparing and setting up for the
28 Car Show. He noted that splash pads are typically opened over Easter weekend, but staff will
29 consider opening them earlier in future years if warm weather conditions persist. He added
30 that crews are currently focused on routine maintenance of the ball fields. Councilman Prete
31 asked whether the Parks Department oversees maintenance of Recreation facilities. Mr.
32 Averett clarified that their responsibilities are limited to exterior components, including
33 restroom buildings.

34 Kory Wright stated the Sky Ranch Well is nearing a depth of 90 feet, while the Goulds Wash
35 Well has reached approximately 300 feet, with crews preparing to begin cleaning the fractures.
36 He noted that water will be running through the wash during this process. He also shared that
37 irrigation projects are progressing well, with the pipeline portion nearly complete and only a
38 few concrete pours remaining for the pond. Crews are already responding to the start of leak
39 season. Mr. Wright added that staff have been replacing water meters with new 4G meters.

40 Residents with the upgraded meters can use the Water Advisor app to monitor their water
41 usage, receive leak alerts, and track consumption. Mayor Fawcett mentioned he will help
42 promote this feature so residents are aware of its availability. Mr. Wright also noted that meter
43 readers can review usage history on a property to help identify when unusually high water use
44 occurs and assist in diagnosing potential issues.

45 Tiffani Wright reiterated that the Easter Egg Hunt will take place this Saturday at 9:00 a.m. She
46 also noted that the preview night for *Mamma Mia!* is scheduled for this evening, with
47 additional performances planned for Monday, Friday, and Saturday. She shared that staff have
48 begun enforcing policies regarding gym use, including no longer allowing free access to
49 restrooms. Additionally, parents using the track while waiting for their children are now
50 required to pay applicable fees. Ms. Wright added that the baseball season began this week,
51 and the soccer season will conclude next week.

52 Mike Chandler reported that they are a few weeks away from full startup at Confluence Park.
53 He explained that once operational, approximately 30% of the flow currently coming from
54 LaVerkin and Toquerville will instead be retained north of the bridge. As a result, previously
55 known problem areas will shift, and staff will need to address issues as they arise. He asked that
56 any related complaints received by the Council be forwarded to their office. He also expressed
57 his appreciation for the opportunity to work with the City on the SR-9 cleanup project.
58 Additionally, he noted that later this month they will bring forward a parameters resolution
59 proposing to borrow funds from the state to extend sewer service from Virgin, which will be
60 their next major project. Councilman Prete inquired about the possibility of extending sewer
61 lines in the southern part of town. Mr. Chandler explained that while sewer extensions are
62 generally developer-driven, there are a few areas currently being overseen directly by their
63 department.

64 Mike Vercimak thanked the Council for the budget discussion earlier this week.

65 Weston Walker stated they approved plans for Sky Valley Townhomes Ph. 7, Hanna Condos,
66 and the 180 West pedestrian bridge.

67 Hayden Roberts stated that crews have been busy patching roads and working to control weed
68 growth throughout the City. He noted that 3000 South is scheduled to be patched next week.
69 He also stated that crews installed fencing yesterday in preparation for the Easter Car Show.

70 Arthur LeBaron stated he met with the Three Falls Elementary Student Council earlier in the
71 day, where students presented safety concerns related to 900 South along with potential
72 solutions. He noted they may request to present these concerns directly to the Council. After
73 the meeting, he observed the roadway to better understand the issues; however, the area was
74 not heavily utilized at that time. He announced that the “H” property is currently under
75 contract with a closing date of December 1st. The appraisal has been completed and came back
76 favorable, though additional steps are still required to satisfy grant conditions. He also noted
77 that Rand Lemmon served as the City’s realtor for the transaction. He mentioned he met with
78 the Conservancy District regarding the reuse pipeline project, which will impact several major

79 roadways in Hurricane. He stated he intends to coordinate closely with the District as the
80 project moves forward. He added that the bidding process for the City campus project has
81 closed, with thirteen proposals received. A review committee is currently evaluating
82 submissions and will bring a recommendation to the Council. He also referenced a recent open
83 house for 100 South, which received positive feedback. Residents expressed interest in an ADA
84 accessibility analysis around the Recreation Center. Staff are also actively working to identify
85 additional parking opportunities. He noted that a feasibility study for the Pah Tempe Trail is
86 underway, describing it as a multi-jurisdictional project that has recently opened a public
87 comment period. Lastly, he stated that the storm drain and utility fee study is nearing
88 completion and requested a 4:00 p.m. work meeting at the next Council meeting to review it.
89 Mayor Fawcett asked about completing the pathway along SR-9 from 2260 West to
90 approximately halfway toward 2600 West. Mr. LeBaron responded that the segment is included
91 in the City's master plan and that Intermountain Healthcare constructed the existing portion.
92 Mayor Fawcett requested staff explore options to complete the connection between the two
93 roadways.

94 Gary Cupp mentioned that the Planning Department will be out of the office Wednesday
95 through Friday next week attending a conference. He also reminded the Council that Bob
96 Peterson has requested to be removed from the Appeals Board and asked for
97 recommendations for a replacement. He referenced an email sent to the Council from Peyton
98 Fisher regarding events at the Farm. While he expressed support for Mr. Fisher's efforts, he
99 noted that the activities are not currently legal and would require a zone change to comply. He
100 explained that Mr. Fisher is involved in legal proceedings with the property owner, and staff has
101 been working with him for over a year to address ongoing concerns, which remain unresolved.
102 Councilman Prete commented on the presence of bright lighting in the area, expressing
103 concern that it may lead to future complaints and asked that staff keep the issue on their radar.
104 Mr. Cupp confirmed that staff is aware and added that the property has expanded its use,
105 including utilizing neighboring properties for parking, without obtaining the necessary building
106 permits or a business license. Councilman Prete reiterated that the lighting could become a
107 nuisance for nearby residents.

108 Fred Resch III reported that the City has reached a settlement with the property owner in the
109 small claims case related to a vacation rental violation. He noted that progress is being made,
110 and the management company is working toward obtaining the proper licensing. He also
111 shared that the Planning Commission approved three preliminary plats: Desert Edge at Sky
112 Mountain, Cordero Phase 4, and a mixed-use development known as Bash Man Caves.
113 Councilman Prete suggested that it would be helpful to have a city map identifying the names
114 of all developments. Councilman Ellerman inquired about the trailer with three units located on
115 100 North. Mr. Resch III responded that he had been told the units have been in place for
116 several decades. Councilman Ellerman disagreed, stating the trailer has not been there that
117 long and, as a building code violation, would not qualify for grandfathering.

118 Dayton Hall discussed the pending zone change application for Scott Stratton, which was tabled
119 several weeks ago after the Council requested a development agreement to address use

120 limitations and screening. He reported that staff met earlier that morning and now has clearer
121 direction, and the item is expected to return to the Council in the near future. Councilman
122 Prete stated there are safety concerns on that curve and he asked how the zone change would
123 affect that. Mr. LeBaron stated that curve will no longer exist once the property develops. Mr.
124 Hall stated the zone change application is not proposing any changes to that road. Councilman
125 Excell stated there will be curb, gutter, and sidewalk along 1100 West. He stated it is nice to
126 connect all the paths. He thinks they need to do something to benefit the community.
127 Councilwoman Werrett agreed and mentioned that she talked to a resident that wanted to see
128 the paths connect. Councilman Prete stated there is an increasing number of kids in the south
129 part of town and there needs to be a safe place for the kids to travel in that area.

130 Dave Imlay stated the overhead power line by the Walmart industrial area has been completed.

131 **6:00 p.m. - Call to Order –**

132 Prayer: Councilwoman Werrett

133 Pledge: Chief Yates

134 Declaration of any conflicts of interest

135 None declared.

136 Minutes of the Regular City Council Meeting for March 19, 2026

137 Amy Werrett motioned to approve the March 19, 2026, minutes as written. Seconded by Drew
138 Ellerman. Motion carried unanimously.

139 Swearing in of Officer Ian Atkinson

140 Chief Yates introduced Officer Ian Atkinson, who has nearly 12 years of experience. Officer
141 Atkinson previously served with Hurricane Police from 2014 to 2021, later worked for
142 Washington City, and has now returned. He is a Hurricane High graduate and served two tours
143 in Iraq with the National Guard. Officer Atkinson was sworn in by City Recorder Cindy Beteag.

144 Recognition of Officer Marshall and K9 Gee by HIS

145 Chief Yates recognized Officer Marshall and K9 Gee, noting he received and read a letter from
146 HIS Special Agent in Charge highlighting their outstanding drug enforcement efforts. He
147 referenced a March 6th incident in which they seized 176 pounds of methamphetamine from a
148 vehicle trunk. Chief Yates commended Officer Marshall's dedication, noting the extensive
149 training required of K9 handlers and the around-the-clock care provided to Gee, whom he
150 described as part of Officer Marshall's family.

151 **Public Forum – Comments From Public**

152 No comments.

153 **NEW BUSINESS**

154 Mayor Fawcett took new business item 3 out of order and addressed it first. These minutes are
155 in order of the agenda.

156 Lynn Excell motioned go into a Public Hearing at 6:17 p.m. Seconded by Dave Imlay. Motion
157 carried unanimously.

- 158 **1.** Public Hearing to take comments on the following;
 - 159 a. A request for disposal of remainder parcels along Sand Hollow Road and
160 Gateway Boulevard due to realignment

161 Arthur LeBaron stated that the Gateway PID has completed significant improvements along
162 Sand Hollow Road and Gateway Boulevard. He explained that the segment between SR-9 and
163 the roundabout is now designated as Gateway Boulevard. He stated that property owners have
164 completed substantial work in the area, including additional right-of-way dedication and
165 roadway realignment to improve safety. As a result, they are requesting that remaining parcels
166 outside the roadway dedication be abandoned and returned to them, while retaining necessary
167 public utility easements. He asked the Council to ensure those easements are included in the
168 motion.

169 No comments from the public.

170 Lynn Excell motioned to go out of a Public Hearing at 6:20 p.m. Seconded by Drew Ellerman.
171 Motion carried unanimously.

- 172 **2.** Consideration and possible approval of Ordinance 2026-06 Approving the abandonment
173 of remainder parcels along Sand Hollow Road and Gateway Blvd. public right of way due
174 to realignment

175 Karl Rasmussen showed the areas that would go back to the property owners. Councilman
176 Prete confirmed the property would go back to the same property owners that dedicated it.

177 Drew Ellerman motioned to approve Ordinance 2026-06 Approving the abandonment of
178 remainder parcels along Sand Hollow Road and Gateway Blvd. public right of way due to
179 realignment and retain the necessary public utility easements. Seconded by Amy Werrett.
180 Motion carried unanimously by a roll call vote.

- 181 **3.** Consideration and possible approval of Zone Change Amendment Ordinance No. ZC26-
182 05 to rezone a 0.522-acre portion of a 8.36-acre property located at 630 S 60 E from
183 Residential Agriculture RA-1 to Single Family Residential R1-10; File No. ZC26-05; parcel
184 no. H-362; Samantha Hinton, applicant.

185 Mayor Fawcett explained that the applicant requested the item to be continued to the next
186 meeting.

187 Joseph Prete motioned to continue the Zone Change Amendment Ordinance No. ZC26-05 to
188 rezone a 0.522-acre portion of a 8.36-acre property located at 630 S 60 E from Residential
189 Agriculture RA-1 to Single Family Residential R1-10 to the next meeting. Seconded by Lynn
190 Excell. Motion carried unanimously.

191 **4.** Consideration and possible approval of Ordinance 2026-07 Amending Title 4, Chapter 11
192 regarding the Discharge of Fireworks

193 Dayton Hall explained that, per Council direction at the previous meeting, staff added two
194 additional parks where fireworks may be discharged. He also noted ordinance updates
195 confirming that the City may discharge fireworks at Sand Hollow State Park, Peach Days, and
196 the HHS homecoming game. Councilman Prete confirmed the update includes all City-
197 sponsored events, and Councilman Imlay stated he had reviewed the changes with Chief
198 Decker, who was in agreement.

199 Amy Werrett motioned to approve Ordinance 2026-07 Amending Title 4, Chapter 11 regarding
200 the Discharge of Fireworks. Seconded by Lynn Excell. Motion carried unanimously by a roll call
201 vote.

202 **5.** Consideration and possible approval of an Amended Proclamation regarding the
203 discharge of fireworks

204 Lynn Excell motioned to approve an Amended Proclamation regarding the discharge of
205 fireworks. Seconded by Dave Imlay. Motion carried unanimously.

206 **6.** Discussion regarding creating zones within the city for Council members to oversee and
207 conduct meetings to hear citizens' concerns and comments - Mayor Fawcett

208 Mayor Fawcett explained that, consistent with his campaign commitments, he would like to
209 establish neighborhood councils by dividing the city into areas with similar interests and
210 concerns and identifying meeting locations within each area. He proposed scheduling meetings
211 for a one-year period. He would attend as many as possible, but he would like to have Council
212 members serve as liaisons for each area. He also suggested involving staff when appropriate to
213 address concerns. He noted he has been coordinating with Councilwoman Werrett but wanted
214 full Council input before moving forward. Councilman Imlay expressed support for the concept
215 and suggested gathering community input through questions to help identify needs. Mayor
216 Fawcett added that he would like to focus on listening to concerns and then following up with
217 targeted questions. Councilwoman Werrett suggested using QR codes to ensure consistent
218 questions are asked across all groups.

219 Councilman Excell recommended involving department heads to help address questions in real
220 time. Councilman Prete suggested dividing the city into six areas, while Councilman Excell noted
221 the Streets Department already uses seven storm drain zones that could potentially be used as
222 a framework. Mayor Fawcett stated he would consider existing boundaries but does not want
223 the areas to become too large. He noted the importance of Council involvement in hearing
224 citizen concerns. Councilman Prete referenced a similar effort he and Darin Larson conducted
225 previously and suggested having two Council members present at each meeting. Mayor
226 Fawcett agreed. The Council expressed support for Mayor Fawcett developing a proposed map
227 for review. Councilwoman Werrett recommended holding meetings at varying times of day,

228 and Councilman Ellerman suggested providing free food and hosting meetings within
229 neighborhoods to improve attendance.

230 **7. Consideration and possible approval of a change in the material standards for the Water**
231 **Department - Kory Wright**

232 Kory Wright stated staff is working to update and clarify construction standards. He explained
233 that fire hydrant details include a required bury depth and final grade reference line, and
234 language has been added to ensure hydrants are installed to the correct bury line. He also
235 noted revisions to service line standards, encouraging contractors to avoid fittings between the
236 main and meter when possible, and requiring stainless steel fittings when they are necessary,
237 with minimal use of brass. He also proposed adding Municipex as an approved service tubing
238 option, noting that copper has become significantly more expensive, while Municipex is
239 substantially less costly. He stated the product has been evaluated through demonstrations and
240 field use in high-pressure applications over the past two years without issues, and staff has
241 confirmed its use with other municipalities. He added that the product includes a 25-year
242 manufacturer warranty. Councilman Imlay commented on a demonstration showing the pipe's
243 flexibility and recovery after crimping and heating, and clarified the warranty covers
244 manufacturer defects rather than leaks. Councilman Prete asked about performance in
245 collapsible soils and seismic conditions. Mr. Wright stated he had not specifically researched
246 those conditions but believes the material performs similarly to other piping and can return to
247 its original shape when heated. Councilwoman Werrett added that a local plumber familiar with
248 the product spoke highly of its performance.

249 Amy Werrett motioned to approve a change in the material standards for the Water
250 Department. Seconded by Dave Imlay. Motion carried unanimously.

251 **8. Consideration and possible approval of Resolution 2026-18 Amending City Pickup of**
252 **Public Safety Employee Retirement Contributions - Sel Lovell**

253 Sel Lovell explained that a few years ago the City began covering retirement contributions for
254 public safety employees up to 5%. He noted that the rate has since increased to 5.98% and
255 stated that state law allows municipalities to continue picking up this contribution for public
256 safety personnel. He estimated the increase would cost approximately \$20,000. Councilman
257 Excell stated the benefit serves as a good retention tool. Mr. Lovell recommended increasing
258 the pickup to 8% based on prior studies indicating stabilization in costs. Mayor Fawcett stated
259 he doesn't know if we should include a ceiling unless it went up drastically. Kaden DeMille
260 stated he supports establishing a cap to ensure the item returns for future Council review. Mr.
261 Lovell added that he believes 10% would be too high. Councilman Prete indicated he is inclined
262 toward a figure lower than 8% but is open to further consideration. Mr. Lovell confirmed that
263 most cities provide this benefit for their employees.

264 Lynn Excell motioned to approve Resolution 2026-18 Amending City Pickup of Public Safety
265 Employee Retirement Contributions at 8%. Seconded by Amy Werrett. Motion carried
266 unanimously by a roll call vote.

267 **9.** Consideration and possible approval of adjusting City contributions for Tier II Hybrid
268 Employees' retirement - Sel Lovell

269 Sel Lovell explained the State doesn't allow the City to pick up retirement contributions for
270 public employees. If approved, the City issues a bonus twice a year to qualifying employees and
271 then URS pulls it out of each paycheck. He stated this would be about a one percent increase,
272 which would be around \$55,199 increase for seventy-four employees. He confirmed all cities
273 are picking it up for their employees.

274 Amy Werrett motioned to approve adjusting City contributions for Tier II Hybrid Employees'
275 retirement. Seconded by Dave Imlay. Motion carried unanimously.

276 **10.** Mayor, Council, and staff reports

277 Mayor Fawcett reported on a recent meeting with area mayors regarding homelessness
278 funding. He explained that several years ago the County implemented a portion of local sales
279 tax revenue from each community to support a regional homelessness fund. He provided a
280 chart that showed what each community contributed. He then explained they asked each
281 community to contribute to the fund based on how much they use the system. When the
282 mayors discussed it, they felt like the County should contribute more. He explained where they
283 get their funding from. He would like Switchpoint to come in and explain what they do or have
284 the Council go there for a tour to see what they do. He knows the budget is tight, but he would
285 like to discuss it. He stated he wouldn't mind matching what the citizens donate. Councilman
286 Imlay feels like the State is pushing all these items to the cities, but the County is the one that
287 should be paying it. Councilman Ellerman stated this funding should be coming from property
288 tax. Mayor Fawcett stated there are other counties that are contributing more directly, but
289 Washington County isn't. Councilwoman Werrett stated this is a great resource but feels it is
290 unfair how they have grouped the communities. She thinks it should be a tiered approach.
291 Mayor Fawcett stated he would like to know how much we already contribute with our sales
292 tax. Councilman Imlay suggested the cities jointly propose an alternative funding plan to the
293 County. The Council ultimately agreed they are familiar with Switchpoint's services and a
294 presentation is not necessary at this time.

295 Mayor Fawcett stated the Zieber's came to the last meeting with concerns about the vacation
296 rental next to them. He received another notification that the rental had another violation. He
297 thinks he needs to respond to them. He stated the license was issued in error, but when the
298 City realized it, they notified them that it wouldn't be renewed. That license ends in July. He
299 wants to send an email explaining what the City has done and what will happen. He doesn't
300 think parking a car on the street is always a violation. The off-street parking that must be
301 provided is for the guests that are staying there but they could have guests that visit them
302 occasionally. Councilman Excell stated he agrees with what has been done. Councilman
303 Ellerman asked if the owners would fight back with not getting the license. Dayton Hall stated
304 he doesn't anticipate that happening. Staff had a good discussion with the owners, and they
305 have a good understanding of the situation. He thinks a fair solution was reached in an
306 unfortunate situation. Councilman Ellerman confirmed the owner of the home lives there

307 permanently. Councilman Excell recommended notifying the owners that renters can't park on
308 the street. Mr. Hall explained the base zone is R1-8, but it has a PDO Overlay which allows
309 multifamily buildings. However, residential hosting isn't allowed in multifamily structures. The
310 licensing officer overlooked it when they issued the license. Councilman Ellerman directed Mr.
311 Hall to review State code to see if a long-term rental would be allowed. Mayor Fawcett
312 confirmed the Council is comfortable with the letter that he will send to the Zieber's. Gary Cupp
313 stated the owners have been notified of the complaints and that there is one documented
314 violation.

315 Councilman Imlay noted that some agencies provide differential pay for military employees
316 during deployments and asked whether the City could consider a similar policy. Councilman
317 Excell stated the City is required to maintain certain benefits during deployment and noted that
318 employees have generally been satisfied when other benefits are continued. Chief Yates
319 explained that military personnel are required to attend periodic training and currently must
320 use vacation leave for those obligations, and they would prefer not to use personal leave for
321 required training. Sel Lovell stated the City provides a set number of days for military leave, but
322 employees must use accrued leave once that allocation is exhausted.

323 Mayor Fawcett stated that, following a discussion with Councilman Prete after the budget
324 meeting, he would like to identify Council priorities so the upcoming budget can be developed
325 accordingly. Kaden DeMille explained that, in prior years, department heads first presented
326 their budget requests, followed by a Council retreat to discuss priorities. Councilman Ellerman
327 stated he would be absent from the next meeting and noted he has no concerns with approving
328 the continued zone change. Councilman Excell added that he believes the Planning Commission
329 thoroughly vetted the application.

330 Councilman Excell thanked Mike Vercimak, Weston Walker, and Hayden Roberts for meeting
331 with him and explaining their processes.

332 Councilman Prete stated he will be sending an email outlining his expectations for agenda
333 summaries. Mayor Fawcett stated he appreciates the summaries but would like clarification on
334 who prepares them. Councilman Prete added that he would like the summaries to highlight the
335 key points of each item. Dayton Hall noted that in 2023 the Council adopted Rules and
336 Procedures that include guidelines for staff reports and read the relevant section outlining
337 required content. Mayor Fawcett stated he does not want the summaries read aloud during the
338 meeting but confirmed he still expects staff to formally introduce each item.

339 Council scheduled a budget retreat for May 5th @ 4:30 p.m.

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

341 A closed meeting was not held.

342

343 **Adjournment:** Joseph Prete motioned to adjourn at 8 p.m. Seconded by Amy Werrett.

344 Motion carried unanimously.

1 Minutes of the Hurricane City Council meeting held on April 16, 2026, in the Council Chambers
2 at 147 North 870 West, Hurricane, Utah at 4 p.m.

3 **Members Present:** Mayor Clark Fawcett and **Council Members:** Joseph Prete, Dave Imlay,
4 Lynn Excell, and Amy Werrett.

5
6 **Members Excused:** Drew Ellerman.

7
8 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
9 Public Works Director Mike Vercimak, Assistant Public Works Director Weston Walker, Streets
10 Superintendent Hayden Roberts, Water Superintendent Kory Wright, City Planner Gary Cupp,
11 Assistant Planner Fred Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright,
12 City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, and City
13 Recorder Cindy Beteag.

14
15 **AGENDA**

16 **4:00 p.m. Work Meeting** – Discussion on Storm Drain Utility fees and Storm Drain impact fees

17 Colten Smith, representing JUB Engineers, reported that he has been working with City staff on
18 the storm drain impact fee analysis and storm drain utility fee. He stated that a master plan has
19 been completed, which identifies capital improvement projects and distinguishes the portion
20 attributable to existing system deficiencies. Susie Becker, representing Zions Bank, participated
21 electronically and presented the proposed storm drain master plan, including a list of projects
22 and their anticipated timelines. She noted that the City is unable to issue bonds for operational
23 costs. Mr. Smith then reviewed the estimated costs associated with each project and illustrated
24 projected fee adjustments over a ten-year period. Ms. Becker continued by explaining that the
25 financial tables outline projected revenues, rate structures, operational costs, and
26 expenditures. She stated that the City has three primary options for addressing funding needs:
27 increasing rates to fully cover costs, delaying capital improvement projects, or issuing bonds for
28 eligible expenses. She demonstrated how incremental rate increases would impact available
29 funding for planned projects, noting that smaller, gradual increases may result in higher overall
30 fees over time. Ms. Becker further explained that the City currently charges \$4.00 per unit for
31 the storm drain utility fee and is proposing to revise the calculation methodology for single-
32 family and multi-family residential uses. Mr. Smith clarified that the proposed fees would be
33 based on Equivalent Residential Units (ERUs), calculated according to impervious surface area,
34 with commercial properties assessed at one ERU per 5,000 square feet. In response to a
35 question from Councilman Prete regarding the nature of the capital projects, Mr. Smith stated
36 that the projects include both new infrastructure installation and upgrades to existing storm
37 drain systems.

38 Arthur LeBaron stated that impact fees and utility fees are significant and often scrutinized
39 items, and stressed the importance of ensuring the Council is well-informed and able to
40 effectively justify the proposed changes. He explained that the proposed fee structure was

41 developed with the intent of being equitable by establishing different rates based on land use.
42 He noted that the proposal includes an increase to the storm drain utility fee from \$4.00 per
43 month to \$11.00 per month, with an annual increase of 3%. Mayor Fawcett remarked that
44 storm drainage infrastructure has historically been deferred but stated that it is an issue that
45 must now be addressed. Councilman Prete requested a comparison of storm drain rates
46 charged by other municipalities. Councilman Imlay inquired why the costs could not be funded
47 through the General Fund. Mayor Fawcett responded that while this is an option, it would likely
48 require an increase in property taxes, which he believes would generate greater public concern.
49 Councilman Prete further questioned whether existing sales tax revenues could be used to
50 offset some of the associated costs. Mayor Fawcett indicated that the City is already facing the
51 need to reduce the budget by several million dollars, without accounting for these proposed
52 projects. Ms. Becker presented a comparison of monthly storm water utility rates from other
53 municipalities for the Council's consideration.

54 Ms. Becker explained the methodology used to calculate the proposed impact fees and outlined
55 the anticipated revenue projections over the next several years. Councilman Excell observed
56 that the magnitude of the proposed increase is largely due to the issue having been deferred
57 for an extended period. Mr. Smith concurred, noting that many other communities are facing
58 similar circumstances, with some experiencing even more significant increases. Councilman
59 Excell stated that, if approved, it will be important for the City to clearly communicate to the
60 public how the funds will be utilized and the benefits they will provide. Mr. Smith explained
61 that the current plan anticipates initiating the first capital project in 2028, allowing time to
62 accumulate funds and avoid bonding, with additional projects planned annually thereafter.
63 Mayor Fawcett inquired whether the City has the capacity to issue bonds sooner in order to
64 begin projects earlier and demonstrate progress to the public. Ms. Becker responded that the
65 City could potentially issue a bond in 2027 for approximately \$5 million, which would reduce
66 the need for higher initial monthly fee increases; however, this approach would result in higher
67 overall costs over time. Councilwoman Werrett asked whether the proposed 3% annual
68 increase could include a defined end date to allow for reassessment. Ms. Becker stated that
69 while the financial model could be revisited if significant changes occur, it is generally
70 recommended that such models be reviewed every three to five years. Mayor Fawcett
71 suggested establishing a specific future date for formal review.

72 Weston Walker presented a comparison of storm water utility rates among surrounding
73 municipalities, noting a range of approximately \$8.00 to \$15.50 per month. Mr. LeBaron stated
74 that the City is currently undertaking several major roadway projects that include storm
75 drainage components. He explained that although the proposed utility fee revenues may not be
76 used immediately, other funding sources are already being applied toward drainage
77 improvements, and the City is consistently investing in storm water infrastructure. He further
78 noted that certain operational costs, such as street sweeping services, are funded through the
79 storm drain utility fee. Mayor Fawcett added that compliance with Municipal Separate Storm
80 Sewer System (MS4) requirements is also funded through this budget. Mike Vercimak reported
81 that staff continues to track labor hours within the Street Department related to drainage

82 activities, estimating that approximately 30% of staff time is dedicated to such work. He noted
83 that while drainage infrastructure is not always visible to the public except during storm events,
84 it requires ongoing daily maintenance and management. He also noted that the City tracks the
85 value of drainage infrastructure constructed by developers and subsequently dedicated to the
86 City, estimating that approximately \$3 million to \$5 million in drainage improvements are
87 added annually. Mayor Fawcett added that the long-term maintenance of this infrastructure
88 must also be accounted for in the overall financial planning.

89 Paige Chapman reported that current year storm drain operations are estimated at
90 approximately \$5 million with projections increasing to approximately \$1.9 million in the
91 following year. She noted that compliance with MS4 requirements necessitates a separate
92 budget and indicated that the overall budget is projected to increase by approximately 72%.
93 She further stated that, without any adjustments, the fund is projected to operate at an
94 estimated deficit of approximately \$1.2 million. Councilman Imlay requested a comparison of
95 the potential impact of a property tax increase versus an increase in the storm drain utility fee,
96 stating that while he agrees the issue must be addressed, he would like to evaluate all available
97 options. Kaden DeMille reported that property tax revenues totaled approximately \$3.6 million
98 in the previous year and estimated that addressing the shortfall through property tax would
99 likely require an increase of approximately 0.25%. Mr. LeBaron noted that certain entities are
100 exempt from paying property taxes but would still be required to contribute under a storm
101 drain utility fee structure. Mr. Smith added that the proposed fee model accounts for higher-
102 impact users by assigning increased monthly fees based on usage, ensuring a more
103 proportionate distribution of costs.

104 Mr. LeBaron stated that the information presented reflects staff's current recommendation. He
105 invited Council to provide feedback for incorporation into the plan; otherwise, the item will be
106 publicly noticed and scheduled for a decision at a future meeting. Councilman Prete expressed
107 concern that while the City is behind on drainage improvements and must address new MS4
108 requirements, the proposal may be exceeding what is necessary. Mr. Walker responded that
109 the proposal is intended to address both existing deficiencies and regulatory requirements. Mr.
110 Walker further explained that during his time in the Streets Department, smaller drainage
111 projects were attempted, but funding limitations prevented larger-scale improvements. He
112 added that surrounding communities are currently charging impact fees that are more than
113 double what is being proposed. Council indicated a desire for additional information to be
114 presented at the next meeting. Mayor Fawcett asked about public outreach to inform residents
115 of the proposal. Council agreed that public notification is important but stated they would like a
116 clearer understanding of the issues and needs before proceeding. Mayor Fawcett requested a
117 comprehensive presentation outlining the challenges, proposed solutions, and comparisons
118 with other municipalities. Mr. Walker noted that drainage concerns vary by location, with some
119 areas experiencing recurring issues while others do not. Mayor Fawcett explained that some
120 projects on the proposed list are driven by capacity limitations, while others are needed for
121 system improvements. Councilman Excell added that areas with known, significant drainage
122 problems should also be prioritized. He acknowledged that the project list includes a balance of

123 system improvements and capacity upgrades but noted the need for transparency in how the
124 plan will be implemented. Ms. Becker stated that Millcreek previously produced a public
125 information video regarding similar efforts, which she will share as a potential resource for
126 communicating with residents. She also reviewed how a property tax increase would be
127 calculated should that option be considered.

128 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

129 Hayden Roberts stated that staff is currently repairing sinkholes on 3000 South and will
130 subsequently move to 400 West to complete additional patching work.

131 Weston Walker stated they have approved five projects over the last week.

132 Mike Johns reported that the Advanced Metering Infrastructure (AMI) meter installation is
133 progressing, with two units currently installed. He stated that staff is compiling data and
134 verifying functionality before proceeding with additional installations.

135 Chief Yates stated that the three cadets currently attending the academy have successfully
136 passed all required tests and are scheduled to graduate this weekend. He stated that the
137 Washington County Fair will be held this weekend, and officers will be present to assist. He also
138 noted that the department participated in the Special Needs Rodeo the previous weekend,
139 which was a very positive event. He further reported that the individual involved in the Credit
140 Union robbery has been sentenced to one year.

141 Paige Chapman mentioned the preliminary budget will be on the next agenda for approval.

142 Kory Wright reported that construction of the north irrigation pond is progressing, with all
143 concrete poured except for the slide gates. He stated that the irrigation pond booster walls
144 have also been completed. He noted that the first phase of piping is approximately one week
145 from completion, and the second phase of funding is currently under review with DOGE. He
146 stated that three employees are completing their CDL certification this week. He concluded by
147 expressing appreciation to the Power Department for extending electrical service to the
148 booster located on 1100 West.

149 Tiffani Wright expressed appreciation to the Council members who attended and assisted with
150 the Easter Egg Hunt. She stated that the Community Center roof project is expected to be
151 completed within the next few weeks. She also noted that the elevator at Storm Court
152 successfully passed inspection. She stated that the pickleball courts are currently being painted.
153 The Peach Days Committee held its first meeting earlier in the week. She concluded by inviting
154 the public to attend the production of *Mamma Mia!*, which will run through the 9th.

155 Larry Palmer reported that since the last meeting, the City has received development
156 submissions including thirty-three single-family units, sixteen townhomes, three commercial
157 buildings, and one duplex. He also noted an issue at Southern Estates, where a retaining wall
158 collapsed due to an irrigation leak. He stated that staff is working with the responsible parties
159 to address and repair the damage.

160 Darren Barney reported that construction of the pickleball courts is progressing well. He stated
161 that the courts have been coated, lighting has been installed, and shade structures have been
162 delivered and will be erected soon. He also noted that chain link fence posts are in place. He
163 estimated that the courts should be playable in approximately two weeks. He mentioned that
164 three employees have been promoted from Parks Maintenance I to Parks Maintenance II. He
165 also announced that Patty, the department custodian, will be retiring next week and will be
166 greatly missed. He noted that one replacement has been identified; however, the position
167 effectively requires two staff members, and an additional opening currently exists. Mayor
168 Fawcett inquired about the pickleball lighting due to the increased height of the fixtures. Mr.
169 Barney explained that the new lighting technology is designed to reduce light spillage and will
170 be less intrusive than previous systems. Councilman Excell requested an update on Veteran's
171 Memorial Park. Mr. Barney responded that work is ongoing with volunteer assistance. He
172 explained that delays were encountered due to issues with CAD drawings, but those issues have
173 been resolved. He stated that staking for electrical work was completed last week and
174 trenching is anticipated to begin next week. Mayor Fawcett noted that funding is available for
175 the project but expressed a desire to utilize volunteer efforts where possible before allocating
176 additional funds. He also suggested that landscaping for the project could be incorporated as a
177 city-wide volunteer effort.

178 Gary Cupp stated he will send the sign ordinance to the Council after the Planning Commission
179 makes a recommendation.

180 Fred Resch III reported that the Planning Commission did not meet last week due to staff
181 attendance at a conference. Councilman Excell inquired about signage that had been placed on
182 the airport fencing and questioned whether it was permitted. Mr. Cupp responded that a
183 permit should have been obtained prior to installation.

184 Dayton Hall stated that a new item has been added under New Business as Item 7 to consider
185 extending a development agreement. He stated that staff have been in discussions with the
186 developer and that he recommends approval of the extension. He explained that the item was
187 placed after the closed meeting on the agenda in the event the Council has additional questions
188 that may need to be discussed in closed session. He noted that if no further discussion is
189 required, the Council may elect to take the agenda out of order and hold the closed session at
190 the end of the meeting.

191 Cindy Beteag reminded the Council of the scheduled budget retreat on May 5th at 4:30 p.m.

192 **6:00 p.m. - Call to Order –**

193 Mayor Fawcett welcomed everyone and called the meeting to order.

194 Prayer: Councilman Prete

195 Pledge: Gary Cupp

196 Declaration of any conflicts of interest

197 None declared.

198 Minutes of the Special City Council Meeting for March 30, 2026

199 Amy Werrett motioned to approve the Special City Council Meeting for March 30, 2026.

200 Seconded by Lynn Excell. Motion carried unanimously.

201 Presentation on recycling - Kathy Freeman

202 Kathy Freeman showed a video on the recycling facility in Las Vegas and stressed how

203 important it is for everyone to recycle. She then reviewed what items can be recycled.

204 **Public Forum – Comments From Public**

205 No comments from the public.

206 **OLD BUSINESS**

207 **1.** Consideration and possible approval of Zone Change Amendment Ordinance

208 No. ZC26-05 to rezone a 0.522-acre portion of a 8.36-acre property located at 630

209 S 60 E from Residential Agriculture RA-1 to Single Family Residential R1-10; File

210 No. ZC26-05; parcel no. H-362; Samantha Hinton, applicant

211

212 Cindy Beteag stated the applicant has requested this item be continued to the next meeting

213 instead of tabling it.

214

215 Mark Sampson, Planning Commission Chair, stated that in considering a zone change request,

216 the Commission is required to evaluate four established criteria. He noted that this particular

217 request generated significant public interest, including a petition in opposition and multiple

218 residents attending the Planning Commission meeting to express concerns. He stated that

219 much of the opposition was based on misinformation and observed that this is not uncommon

220 in zone change applications. However, he expressed concern regarding the hate on this

221 application. He stated that the Planning Commission vote was divided, and he attributed the

222 split in part to the level of public pressure and sentiment surrounding the application.

223

224 Dayton Hall clarified that seven commissioners were present at the Planning Commission

225 meeting. He explained that an initial motion to recommend approval of the zone change was

226 made but failed with a three-to-four vote. He stated that following additional discussion, a

227 second motion was made to recommend approval with added wording, which passed with a

228 four-to-three vote. Mr. Hall acknowledged that there may have been confusion among

229 members of the public regarding the outcome but noted that the initial motion did not pass,

230 and the final recommendation was approved only after the second motion.

231

232 Mayor Fawcett stated that he contacted concerned neighbors the previous evening to clarify

233 that the applicant had requested the item be tabled. He explained that, if the applicant intends

234 to move forward at a future meeting, the City should re-notice the item so the public is

235 appropriately informed and given an opportunity to provide input on their concerns. Samantha

236 Hinton stated her preference that the item be heard at the next available meeting. Mayor

237 Fawcett responded that he would prefer the item be tabled in accordance with prior
238 communication to the public. He further stated that notice should be sent to affected neighbors
239 to ensure they are informed of the updated scheduling and have the opportunity to participate.
240

241 Dave Imlay motioned to table Zone Change Amendment Ordinance No. ZC26-05 to rezone a
242 0.522-acre portion of a 8.36-acre property located at 630 S 60 E from Residential Agriculture
243 RA-1 to Single Family Residential R1-10; File No. ZC26-05; parcel no. H-362 until May 7, 2026.
244 Seconded by Amy Werrett. Motion carried unanimously.

245 **NEW BUSINESS**

246 1. Consideration and possible approval of awarding a contract for the 700 West Pavement
247 Rehabilitation Project - Arthur LeBaron

248 Arthur LeBaron explained that the proposed project will rehabilitate pavement from curb to
249 curb along 700 West between SR-9 and Gould's Wash. He stated the work will include removal
250 of existing pavement, cement injection, and installation of new asphalt pavement. He
251 presented the bid tabulation and reported that the lowest responsible bid was submitted by
252 Western Rock. He stated that staff is recommending awarding the contract to Western Rock.
253 He noted that construction is planned to begin once school is out and is expected to be
254 completed by the end of July. He added that this contractor has completed a similar project
255 within the City in the past with successful results. Councilman Excell expressed a desire to see
256 improvements extend further south, noting that the roadway in that area also requires
257 attention. Mr. LeBaron responded that drainage issues in the southern section must be
258 addressed prior to roadway reconstruction in that location.

259 Joseph Prete motioned to award the contract for the 700 West Pavement Rehabilitation Project
260 to Western Rock in the amount of \$498,998.00. Seconded by Dave Imlay. Motion carried
261 unanimously by a roll call vote.

262 Mr. LeBaron stated he will work with Western Rock on a traffic control plan. He recommends
263 allowing them to work at night and do a full closure so it can be done faster.

264 2. Presentation on the Reuse Pipeline Project - Trinity Stout with WCWCD

265 Trinity Stout presented information on the proposed Regional Reuse System, explaining that
266 recycled water is projected to comprise approximately 20% of the region's new water supply
267 over the next 20 years. He stated that the reuse system is being developed in two phases: non-
268 potable reuse and potable reuse. He presented a diagram illustrating the water cycle within the
269 proposed system and noted that it is projected to produce approximately 24,000 acre-feet of
270 water annually by 2042. He also reviewed the proposed regional system layout across the
271 county. Councilman Prete asked about potential public concerns regarding the use of reused
272 water. Mr. Stout responded that human waste is already present in natural water systems and
273 is treated through natural processes, and he noted that water reuse is implemented in systems
274 throughout the world. Councilman Imlay referenced the Payson Power Plant and expressed

275 concern about instances where reused water may not meet standards. He asked what
276 safeguards would be in place to prevent similar issues locally. Mr. Stout responded that
277 multiple safeguards are built into the system, and in the event of a quality issue, the water
278 would be diverted to agricultural fields rather than delivered to end users. He noted that the
279 system is designed as a controlled, slow, and safe process.

280 3. Consideration and possible approval of awarding a contract for Construction
281 Manager/General Contractor (CMGC) services for the new City Hall and Police Station -
282 Kaden DeMille

283 Kaden DeMille explained that this item is a continuation of the City's efforts toward
284 construction of the new City Office and Police Station. He stated that the City issued a request
285 for CMGC (Construction Manager/General Contractor) services and received significant
286 interest, with thirteen contractors submitting proposals. He reported that the proposals were
287 evaluated and ranked, with Big D Construction receiving the highest ranking unanimously. Mr.
288 DeMille stated that staff is requesting approval to proceed with the selected firm for
289 construction management services to advance the project. He explained that the selected
290 contractor will be integrated as part of the project team during the design phase. Mr. DeMille
291 noted that the design process is anticipated to take approximately eight months to one year. He
292 stated that the project would not be rebid at that stage, as the contractor will already be
293 engaged, which is expected to reduce change orders and improve overall project coordination.
294 He added that, if the project proceeds as planned, construction is anticipated to take
295 approximately eighteen months. He also noted that financing for the project will be brought
296 back to the Council for approval at a future date. Representatives from the architect and Big D
297 Construction were present to answer questions. Councilman Prete asked whether members of
298 the contractor's team are local. Mr. Bundy responded that all individuals included in the
299 proposal are based in Washington County. Councilwoman Werrett asked what criteria were
300 used in the evaluation process. Mr. DeMille stated that proposals were evaluated based on
301 team resumes, management approach, fee structure, experience on similar projects, and
302 overall completeness and thoroughness of the submission.

303 Dave Imlay motioned to award a contract for Construction Manager/General Contractor
304 (CMGC) services for the new City Hall and Police Station to Big D. Seconded by Amy Werrett.
305 Kaden DeMille clarified the contract will follow tonight is the proposal. Dave Imlay amended
306 the motion to include the contract shall be reviewed by the City Attorney first. Seconded by
307 Amy Werrett. Motion carried unanimously by a roll call vote.

308 4. Consideration and possible approval of Resolution 2026-19 approving a Memorandum
309 of Understanding between the cities of St. George, Ivins, Santa Clara, Washington, and
310 Hurricane, for the purpose of establishing a coalition to guide local planning and
311 implementation of stormwater management practices and procedures

312 Weston Walker explained that the item is a Memorandum of Understanding (MOU) that has
313 already been signed by other partnering communities. He stated that the agreement formalizes
314 the City's participation in a regional coalition and commits the City to having a representative
315 attend quarterly meetings. He added that participation also supports contractor training
316 efforts. He noted that there is no financial obligation associated with the agreement and
317 emphasized that it is intended solely to facilitate regional cooperation and coordination. He
318 stated that both he and Roger Blaser currently attend the meetings as part of ongoing training
319 and orientation. Councilman Excell asked why smaller surrounding communities are not
320 included in the agreement. Mr. Walker responded that those communities are not designated
321 as MS4 entities and therefore are not required to participate. Councilwoman Werrett asked
322 whether there are any disadvantages to approving the MOU. Dayton Hall responded that there
323 are no known disadvantages associated with approval.

324 Lynn Excell motioned to approve Resolution 2026-19 approving a Memorandum of
325 Understanding between the cities of St. George, Ivins, Santa Clara, Washington, and Hurricane,
326 for the purpose of establishing a coalition to guide local planning and implementation of
327 stormwater management practices and procedures. Seconded by Dave Imlay. Motion carried
328 unanimously by a roll call vote.

329 Mayor Fawcett took new business 7 and then 6 out of order and addressed them next. These
330 minutes are in order of the agenda.

331 5. Mayor, Council, and staff reports

332 Dave Imlay congratulated the Power Department for their score on reliability.

333 Joseph Prete stated he hopes his recommendations on the staff reports were received in a
334 positive way. He appreciates everything staff does.

335 Councilman Excell stated he has received a request related to the Youth City Council but noted
336 that there is currently no designated leader overseeing the program. Mayor Fawcett responded
337 that Emily Butler has confirmed her willingness to serve as the leader for the Youth City Council.
338 Councilman Excell asked whether oversight of the Youth City Council could be assigned to
339 another Council member.

340 Amy Werrett stated she enjoyed going to the training last week. She confirmed Mayor Fawcett
341 was ready to meet about the neighborhood councils moving forward.

342 Mayor Fawcett reported that a meeting is scheduled for the following day with Senator Curtis
343 to discuss Purgatory Road. He also stated that Three Falls Elementary extended an invitation for
344 the Council to read to students on the 27th and encouraged participation, requesting that
345 members respond if they are unable to attend. He noted that his first public event as Mayor will
346 take place on Saturday, which will be a hike on Cinder Knoll. Cindy Beteag added that the SR-9
347 cleanup is scheduled for Tuesday at 5:30 p.m., with volunteers asked to meet at the Community
348 Center. Mayor Fawcett stated that Doug Heideman has requested that the Beautification
349 Committee be reactivated. He expressed his opinion that the committee should not continue

350 but indicated that if the Council wishes to proceed, recommendations for appointments would
351 be needed. Gary Cupp reported that staff has identified two potential options for replacement
352 of the Appeals Board and is continuing to work on the matter.

353 Kory Wright reported that approximately 300 of the City's 8,500 water customers are currently
354 signed up for the water app. He stated that staff will continue efforts to increase participation
355 and encourage additional sign-ups. Councilman Prete suggested setting up an informational
356 booth during Peach Days or a similar community event to help residents register for the
357 application and increase engagement.

358 6. Tentative Closed Meeting held pursuant to Utah Code section 52-4-205, upon request
359 Joseph Prete motioned to go into closed session at 7:10 p.m. to discuss litigation, acquisition of
360 land and water, and negotiation of a development agreement. Seconded by Amy Werrett.
361 Motion carried unanimously.

362 7. Consideration and possible approval of a 35-day extension of the term of the
363 Development Agreement for Sand Hollow Mesa Project -Dayton Hall

364 Lynn Excell motioned to approve a 35-day extension of the term of the Development
365 Agreement for Sand Hollow Mesa Project. Seconded by Joseph Prete. Motion carried
366 unanimously.

367 **Adjournment:** Joseph Prete motioned to adjourn at 8:40 p.m. Seconded by Dave Imlay.
368 Motion carried unanimously.

369



STAFF COMMENTS

Item: Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC26-05** to rezone a 0.522-acre portion of a 8.36-acre property located at 630 S 60 E from Residential Agriculture RA-1 to Single Family Residential R1-10; File No. ZC26-05; parcel no. H-362; Samantha Hinton, applicant.

Discussion: To: Hurricane City Council. From: Gary Cupp

This item was continued from the April 2, 2026, City Council meeting at the request of the applicant. The property owner is requesting a zone change from Residential Agriculture RA-1 to Single Family Residential R1-10 for a 0.522-acre portion of a larger 8.36-acre parcel located at the south end of Main Street. The applicant has stated their intention, after rezoning, is to split off the smaller piece from the larger parcel for the purpose of building one single-family home on the new lot. A public hearing was held at the March 26, 2026, Planning Commission meeting. The public hearing was attended by a large audience of neighbors who oppose the zone change, and they were represented by about half a dozen speakers who voiced concerns about future subdivision of the property, increases in traffic on the narrow street, the inadequacy of the street to accommodate more units, and increased water usage. The Planning Commission discussed similar concerns as those voiced in the public comments and asked questions of staff about the road-improvement requirements that would be needed. Staff responded, stating that none are required for the zone change, but any lot split or subdivision of the property would include access and fire safety analyses to determine what level of road improvements would be required to assure that city standards are properly met. A motion to approve was made, but it failed with a vote of 4 to 3 against. After further discussion regarding how the four standards for approval for a zone change cited in the city code were adequately satisfied, a second motion to recommend approval passed 4 to 3 in favor.

Property Information

Property Size – 8.36 acres

Current Zoning – RA-1

General Plan – Single Family

Existing Development – One single-family residence and several outbuildings.

Parcel No. H-362

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

1. Is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan? The General Plan Map designates this area as "Single Family," and the proposed Single Family Residential R1-10 zoning is consistent with that designation. Although the property is currently used for agricultural purposes, something that the General Plan generally supports preserving, it is not designated for long-term agricultural use under the "Single Family" land use designation. The General Plan also supports development that is consistent with surrounding land uses, and this proposal meets that consistency requirement since the site is surrounded by existing R1-10 zoning that is predominately developed with single-family homes.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? Development in the area is zoned and developed similarly. The zone change amendment would be harmonious with development in the immediate area since the site is surrounded by existing R1-10 zoning that is predominately developed with single-family homes.

3. Will the proposed amendment adversely affect the adjacent property? The applicant's proposal to create one additional lot after the zone change with a future lot split is not anticipated to adversely affect neighboring properties. A lot split or subdivision would require verification of adequate access and fire safety, and as such, the potential to adversely affect neighboring properties is unlikely. Also, the proposed density is consistent with that prescribed by the General Plan.

4. Are public facilities and services adequate to serve the subject property? There are no concerns with the adequacy of public facilities to serve this property. The JUC reviewed the proposed zone change and recommends approval.

Recommendation: Staff recommends approval.



STAFF COMMENTS

Agenda Date:	03/26/2026 - Planning Commission
Application Number:	ZC26-05
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Samantha Hinton
Agent:	N/A
Request:	Approval of a Zone Change from RA-1 to R1-10.
Location:	630 S 60 E
Zoning:	RA-1
General Plan Map:	Single Family
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:

The applicant requests a zone change from Residential Agricultural RA-1 to Single Family Residential R1-10 for a 0.522-acre portion of the larger 8.36 acre parcel located at the south end of Main Street. The applicant has stated their intention after rezoning is to split off the smaller piece from the larger parcel for the purpose of building one single-family home on the new lot.

	Zoning	Adjacent Land Use
North	R1-10	Single Family Homes
East	RA-1, OS	Agriculture, Hurricane Cliffs
South	RA-1, R1-10	Single Family Homes, some agriculture
West	R1-10	Single Family Homes



Vicinity Map

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

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

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

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

Analysis:

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

Response: The General Plan Map shows this area as Single Family, which intends that,

“...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 proposed single-family R1-10 zoning is consistent with the “Single Family” general plan designation of the area. The site is located within an already developed area, with community uses such as churches and parks nearby. Although the property is currently used for agricultural purposes, something that the General Plan generally supports preserving, it is not designated for long term agricultural use. The General Plan also supports development that is consistent with surrounding land uses, and this proposal meets that consistency requirement.

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

Response: Development in the area is zoned and developed similarly. The amendment is considered harmonious with development in the surrounding area.

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

Response: The applicant’s proposal would not result in the creation of more than one additional lot after a future lot split. As such, the potential to adversely affect neighboring properties is limited, and the proposed density is consistent with that prescribed by the General Plan.

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

Response: See JUC comments below. There are no concerns with the adequacy of public facilities to serve this property.

JUC Comments:

The following comments will need to be addressed

1. **Public Works:** [No comments received.]
2. **Power:** Zone changes may require extensive off site upgrades. Developer will bear the cost of all upgrades from multiple locations. Please set up a meeting with Hurricane City Power to discuss upgrades and receive a quote.
3. **Sewer:** Approved.
4. **Streets:** Approved.
5. **Water:** Approved.
6. **Engineering:** No comment.
7. **Fire:** Access will need to be addressed
8. **Cable:** Approved.
9. **Phone:** Approved.
10. **Fiber:** Approved.
11. **Gas:** Approved.
12. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional

information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments:

1. Main Street is not a master planned road past the current end of the street. Accommodations will need to be made for turnarounds for fire.
2. The applicant is requesting a rezone for 0.522 acres. While a parcel of this size could typically accommodate two 10,000-square-foot lots, but there is insufficient width to create an additional conforming lot, because the proposed lot width of 85 feet would not allow for further subdivision, since the minimum lot width is 80 feet. The creation of a flag lot is also precluded, since it would require a 26-foot-wide access staff.

Findings:

Staff makes the following findings:

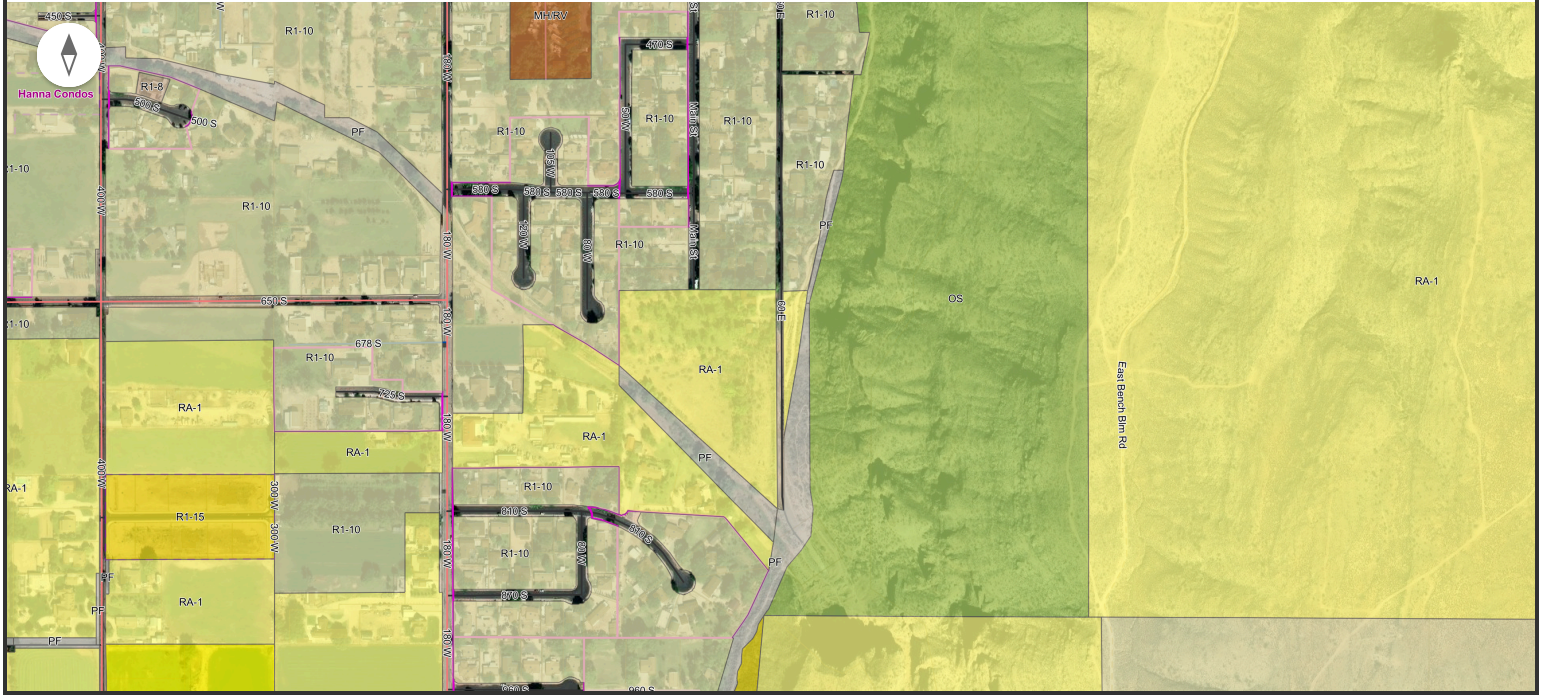
1. The application complies with the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is similar to what is proposed.
3. The proposed amendment will not adversely impact the area.
4. Services are anticipated to be adequate to serve the area and proposed project.

Recommendation: The Planning Commission should review this application based upon standards within the Hurricane City Code, and consider any comments received at the public hearing. Staff recommends that the Planning Commission send a recommendation of approval to the City Council subject to staff and JUC comments.

Narrative:

Currently we have a little over 8 acres of land in an RA-1 zone. We'd like to create 1 parcel without giving up too much agricultural land, so closer to a ½ acre parcel or less instead of the current zone of 1-acre parcels for single family homes. The surrounding subdivisions and parcels are in R1-10 zones, so that seemed like the proper zone to request, giving us more flexibility with the Lot width. The parcel is deep, so creating an easement at the front of it to allow for the fire trucks to turn around would hopefully satisfy any turnaround requirements regarding emergency vehicles. The total distance from 580 South to the extended length of Main Street would be less than 600 feet.

 South Main Street



Vantor

R1-10

OBJECTID	30777
Zoning Classification	R1-10
Planning Commission Date	
City Council Date	4/3/08, 6:00 PM
Former Zone Code	
Acres	9.003622
Notes	
Last Update Date	
Last Editor	
Parcle ID	
globalid	8cab1047-a71e-4395-b4fd-40d3411daa7d
st_area(shape)	57481.896050
st_length(shape)	1703.217077

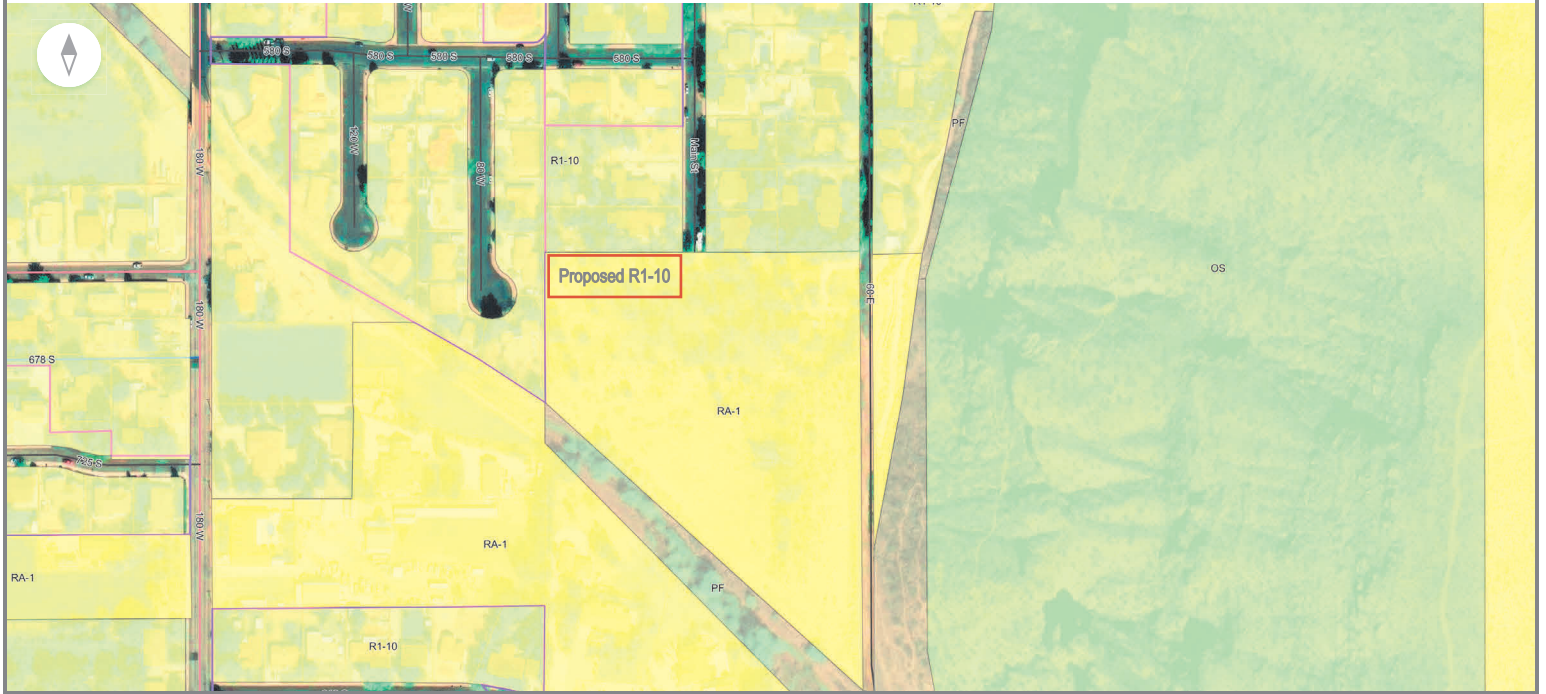
City of Hurricane

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name	City of Hurricane
munityp	City
muniarea	53.366450
localfips	37170
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last_edited_date	1/8/26, 10:07 AM
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SHAPE__Length	281609.595668

Last edited by HC_GISFIELD on 1/8/2026, 10:07 AM.

OBJECTID	2297
Acessor ID	75955
House Num	680 S
Unit Num	
Full Address	680 S 180 W
Alt Address	
Community	HURRICANE
Zip Code	84737
Owner Type	Privately Owned
Sub Name	
Sub Phase	
Lot Text	
Zoning Class	R1-10
Stated Area	0.656388370097861
Description	
Parcel ID	H-3-2-3-1214
Dedicated	0.000000
Subdivision Code	
globalid	14a45fe7-08cb-4935-8fca-703e34bcc46b
General Plan	
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last_edited_date	2/10/26, 1:23 PM
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Lot Number	

Last edited by HC_GISFIELD on 2/10/2026, 1:23 PM.



Microsoft, Vantor

From: [beki huffman](#)
To: [Public Comment](#)
Subject: Delay of zone change request
Date: Thursday, March 26, 2026 2:57:47 PM

I am asking that you, the Planning Commission, DELAY a decision on the zone change amendment request located on a portion of the south Main Street access to 630 S 60 E.
Rezoning the property is contrary to the Trust the property is governed by. We would like more time to discuss this between all relevant parties named in the Trust.

Thank you for considering a delay,

Rebecca (Hinton) Huffman

Comments for Zone Change, 639 S. 60 E., Hurricane, UT Planning Commission

- *The Property is historical to Hurricane Pioneer settlement
- *Roads concern for lot structure population build-out (8.36 acres, 10,000 sf)
- *60 East preservation to residents, leave as-is (no tree removal, curb & gutter, etc)
- *Preserve Pecan trees planted by pioneers
- *Protect natural habitat (deers, turkeys, raccoons, etc)
- *Protect pioneer monument (Cistern) memorial on 60 East
- *Develop Three Falls Trailhead without using 60 East access.
- *Create Three Falls Trailhead with rezone development, access from Main Street, to Southern border of this Zone change then build City road in dry canal area to Three Falls Trailhead. There currently is no parking, public structures.
- *Make 60 East a dead end street for historic property owners up to the last property, the Hinton pioneer home in the Zone change.
- *Irrigation canal water rights historic to the properties remain protected and not used in new Zoning development. Flow rate is already low pressure.

Mar. 26, 2026

Hilma Larson
585 S 60 East
Hurricane

3 child of Carlton + Verna Hinton
Grand Child of William + (Mary Workman) Hinton

Don OR Larson
585 S 60 East

Name (printed)	Address	Signature	Date
Kyle Ballard	609 S Main St	Kyle Ballard	3-19-26
John Ballard	477 S. 60 E.	John Ballard	3-19-26
Jack Herdner	535 S. 60 E	Jack Herdner	3/19/26
Janet Bills	535 S 60 E	Janet Bills	3/19/26
Erica Hawkins	535 S. 60 E	Erica Hawkins	3-19-26
Brian Hawkins	535 S. 60 E	Brian Hawkins	3-19-26
Ashtee Stout	556 S 60 E	Ashtee Stout	3-19-26
Coony Stout	556 S 60 E	Coony Stout	3/19/26
Ginette McDonald	515 S. 60 E	Ginette McDonald	3/19/26
Georgina Demille	578 S. 60 E	Georgina Demille	3/19/26
Christina Higgins	590 S. 60 E	Christina Higgins	3/19/26
Trevor Higgins	590 S. 60 E	Trevor Higgins	3/19/26
PHIL HIGGINS	590 S 60 E	Phil Higgins	3-19-26
Wilma Larson	585 S. 60 E	Wilma Larson	3-19-26
DONALD LARSON	585 S 60 E	Donald Larson	3-19-26
BRECK WEBB	610 S 60 E	Breck Webb	3-19-26
JESSE BROWN	595 S. 60 E.	Jesse Brown	3-19-26
Rhonda Sanders	540 S. 60 E.	Rhonda Sanders	3-19-26
Travis Sanders	540 S. 60 E.	Travis Sanders	3-19-26
Shantel Stout	540 S 60 E	Shantel Stout	3-19-26
Rex Pupsch	492 S 60	Rex Pupsch	3-19-26
Ashtyn Abbott	492 S 60 E	Ashtyn Abbott	3/19/26
Katie Lamkin	438 S 60 E	Katie Lamkin	3/19/26
Mickie Westfall	439 S. 60 E	Mickie Westfall	3/19/26
Ray Westfall	439 S. 60 E	Ray Westfall	3/19/26
Jessica Mandtke	48 E 400 S	Jessica Mandtke	3-19-26
Brian Mandtke	48 E 400 S	Brian Mandtke	3/19/26
Man Dutton	709 W 100 N	Man Dutton	3/19/26
Bishop Williams	48 E 400 S	Bishop Williams	3/19/26
JANIN WILLIAMS	48 E 400 S	Janin Williams	3/19/26
Trayson Abbott	492 S 60 E	Trayson Abbott	3/19/26
Anna Abbott	487 W 400 S	Anna Abbott	3/19/26
Charles Abbott	487 W 400 S	Charles Abbott	3/19/26
Paula Abbott	487 W 400 S	Paula Abbott	3/19/26
Melissa Scott	465 W 650 S.	Melissa Scott	3/19/26
BRUCE BALLARD	477 S. 60 E	Bruce Ballard	3-19-26
Adam Reeve	411 S. 60 East	Adam Reeve	3-19-26
Roger McDonald	515 S. 60 East	Roger McDonald	3-21-26
LISA LAWTON	565 S. 60 E.	Lisa Lawton	3-21-26
CLINT LAWTON	565 S. 60 E	Clint Lawton	3-21-26
PHYLLIS LAWTON	565 S. 60 E.	Phyllis Lawton	3-21-26

Daniel Pacheco

575 S. 60 E.

Hurricane Utah, 84737

danpacheco611@yahoo.com

March 31st 2026

Hurricane City Council

147 N 870 West

Dear Members of the City Council,

I am writing as a resident of this community to respectfully express my strong opposition to the proposed zoning change for the property located near 630 South 60 East in Hurricane, Utah. This area is not simply a parcel of land awaiting development. It is a place deeply rooted in the history, character, and natural integrity of our community. Any decision regarding its future should be made with great care, thoughtful consideration, and a commitment to preserving what makes this area unique.

The property in question is historically significant to the Hurricane pioneer settlement. It reflects a legacy that is not easily replaced or replicated once it is altered. The presence of long-standing features, including pecan trees planted by early settlers and the historic cistern monument, serves as a living connection to the families and individuals who helped establish this community. These are not just aesthetic elements. They are part of our shared story. To allow development that compromises these features would be to erase an important piece of local heritage.

Beyond its historical value, the current structure and character of this area are not well suited for increased density or reconfiguration through zoning changes. The proposed lot structure, particularly with smaller lot sizes and higher population build-out, raises serious concerns about the impact on existing infrastructure and quality of life. Roads in this area, especially 60 East, were not designed to accommodate a significant increase in traffic or density. Residents rely on the current layout for safety, accessibility, and a sense of quiet neighborhood stability.

Many of us strongly believe that 60 East should remain as it is today, without expansion, curb and gutter installation, or significant alteration. Its current condition contributes to the character of the neighborhood and serves the residents who live along it. Converting it into a higher-capacity roadway would not only disrupt the established environment but also create unnecessary safety concerns for those who call this area home. Additionally, there is strong support for maintaining 60 East as a dead-end street, at least up to the final historic property, including the Hinton pioneer home within the proposed zone change area.

There are also important environmental considerations that must not be overlooked. This property supports natural habitat for local wildlife, including deer, turkeys, raccoons, and other species that rely on this space for shelter and movement. Development would inevitably disrupt these habitats, further reducing the already limited natural spaces available in our area. Preserving this land in its current state supports ecological balance and contributes to the overall health and beauty of our community.

Equally important are the irrigation canal water rights that are historically tied to these properties. These water rights are not only part of the land's history but are also essential to the current use and sustainability of the area. Any zoning change that results in the transfer, reduction, or repurposing of these water rights raises serious concerns. The flow rate is already low, and additional strain from development could negatively impact both existing residents and future land use. These rights should remain protected and continue to serve the properties as they have historically.

There has also been discussion regarding access to the Three Falls Trailhead. While improving access to community amenities is a worthwhile goal, it should not come at the expense of existing neighborhoods. Development that relies on access through 60 East would place an undue burden on residents and alter the nature of the area. If improvements to the trailhead are to be made, they should be thoughtfully planned with access from more appropriate routes, such as Main Street, and designed in a way that does not disrupt established residential areas. At present, there is no adequate parking or public infrastructure to support increased traffic, and this must be addressed before any such plans are considered.

The cumulative effect of these concerns leads to a clear conclusion: the proposed zoning change is not in the best interest of the current residents, the historical integrity of the area, or the long-term well-being of the community. Growth is inevitable, and development has its place. However, not every piece of land is appropriate for increased density or reconfiguration. Some areas should be preserved, both out of respect for their history and in recognition of their value to the community as they currently exist.

I urge the Council to carefully consider the lasting impact of this decision. Once changes of this magnitude are made, they cannot be undone. Preserving this property as it stands protects not only the past but also the quality of life for current and future residents.

Thank you for your time, your service, and your thoughtful consideration of this matter.

Respectfully,

Daniel Pacheco

Comments for Zone Change, 639 S. 60 E., Hurricane, UT Planning Commission

- *The Property is historical to Hurricane Pioneer settlement
- *Roads concern for lot structure population build-out (8.36 acres, 10,000 sf)
- *60 East preservation to residents, leave as-is (no tree removal, curb & gutter, etc)
- *Preserve Pecan trees planted by pioneers
- *Protect natural habitat (deers, turkeys, raccoons, etc)
- *Protect pioneer monument (Cistern) memorial on 60 East
- *Develop Three Falls Trailhead without using 60 East access.
- *Create Three Falls Trailhead with rezone development, access from Main Street, to Southern border of this Zone change then build City road in dry canal area to Three Falls Trailhead. There currently is no parking, public structures.
- *Make 60 East a dead end street for historic property owners up to the last property, the Hinton pioneer home in the Zone change.
- *Irrigation canal water rights historic to the properties remain protected and not used in new Zoning development. Flow rate is already low pressure.

Donald R. Larson
585 S 60 E
Husband of Wilma

Wilma Larson
585 S. 60 East
Hurricane UT.
daughter of Carlton & Verna Hinton

ORDINANCE NO ZC26-05

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE ZONE CHANGE FOR A PORTION OF PARCEL H-362 FROM RESIDENTIAL AGRICULTURAL 1 (RA-1) TO SINGLE FAMILY RESIDENTIAL 10 (R1-10)

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 a 0.522 portion of parcel H-362 is rezoned from Residential Agricultural 1 (RA-1) to Single Family Residential 10 (R1-10).

PASSED AND APPROVED on this 16th day of April 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 16th day of April 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
Joseph Prete	___	___	___	___
Drew Ellerman	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP

EXECUTIVE SUMMARY

Fiscal Year 2026-27 Preliminary Budget

Prepared for the Mayor and City Council

April 30, 2026

Purpose

The Mayor and City Council are respectfully requested to review and approve the Preliminary Budget for Fiscal Year 2026-27 (July 1, 2026 – June 30, 2027). This document provides a summary of the proposed appropriations across all city funds, with particular attention to changes from the adopted FY 2025-26 budget.

Budget Overview

The proposed FY 2026-27 City-Wide Preliminary Budget totals \$134,316,836, representing an increase of \$10,450,649 (8.4%) over the FY 2025-26 adopted budget of \$123,866,187. This increase reflects strategic capital investments, growth in service demands, and ongoing infrastructure priorities.

At a Glance

FY 2026-27 Total Budget \$134,316,836	FY 2025-26 Adopted Budget \$123,866,187	Year-over-Year Change +\$10,450,649 (8.4%)
--------------------------------------------------------	----------------------------------------------------------	-------------------------------------------------------------

City-Wide Fund Summary

The following table summarizes proposed appropriations for all city funds compared to the prior year budget:

Fund Name	FY 2026-27 Budget	FY 2025-26 Budget	Difference	% Change
General Fund				
General	\$25,850,172	\$22,092,037	\$3,758,135	17.0%
Special Revenue Funds				
Highway Sales Tax	\$5,093,858	\$8,672,057	-\$3,578,199	-41.3%
Airport Revenue Fund	\$190,394	\$310,991	-\$120,597	-38.8%
Capital Projects Funds				
Equipment Replacement–Enterprise	\$107,810	\$202,805	-\$94,995	-46.8%
Veterans Memorial Fund	\$500,000	\$500,000	\$0	0.0%
Street Impact	\$6,925,000	\$1,800,000	\$5,125,000	284.7%
Parks Impact	\$5,068,152	\$6,158,538	-\$1,090,386	-17.7%
Public Safety Impact	\$277,000	\$270,000	\$7,000	2.6%
City Office Addition	\$1,000,000	\$1,000,000	\$0	0.0%
Building Fund–Pool	\$16,096,209	\$10,070,000	\$6,026,209	59.8%
RAP Tax	\$1,200,000	\$1,850,000	-\$650,000	-35.1%

Housing	\$12,000	\$12,000	\$0	0.0%
Equipment Replacement	\$305,233	\$831,047	-\$525,814	-63.3%
Enterprise Funds				
Pressurized Irrigation	\$6,640,129	\$18,326,617	-\$11,686,488	-63.8%
Water	\$17,323,557	\$16,206,455	\$1,117,102	6.9%
Electric	\$38,794,814	\$27,790,735	\$11,004,079	39.6%
Golf	\$5,518,548	\$5,324,182	\$194,366	3.7%
Drainage	\$1,902,466	\$1,205,328	\$697,138	57.8%
Theater	\$267,450	\$0	\$267,450	N/A
Municipal Building Auth.	\$334,335	\$339,946	-\$5,611	-1.7%
Trust and Agency Funds				
Dixie Springs Agency Fund	\$585,000	\$485,000	\$100,000	20.6%
Flag Perpetual Care	\$3,000	\$3,000	\$0	0.0%
Cemetery Perpetual Care	\$0	\$0	\$0	0.0%
RDA Funds				
RDA Gateway	\$321,709	\$415,449	-\$93,740	-22.6%
TOTAL – ALL FUNDS	\$134,316,836	\$123,866,187	\$10,450,649	8.4%

General Fund Detail

The General Fund (Fund 10) is the primary operating fund of the City, supporting core municipal services. The proposed General Fund budget of \$25,850,172 represents an increase of \$3,758,135 (17.0%) over FY 2025-26. Total projected General Fund revenues are \$23,059,467.

The table below highlights key departmental budgets within the General Fund:

Department	FY 2026-27 Budget	FY 2025-26 Budget	Difference	% Change
Police	\$8,123,315	\$7,677,997	\$445,318	5.8%
Streets	\$3,286,060	\$3,204,582	\$81,478	2.5%
Parks & Cemetery	\$3,035,456	\$2,023,301	\$1,012,155	50.0%
Engineer	\$1,073,861	\$361,500	\$712,361	197.1%
Recreation	\$1,211,194	\$1,236,972	-\$25,778	-2.1%
Building & Grounds	\$1,289,246	\$758,185	\$531,061	70.0%
Human Resources	\$447,125	\$187,841	\$259,284	138.0%
Animal Control	\$683,060	\$465,715	\$217,345	46.7%
Fine Arts	\$0	\$143,480	-\$143,480	-100.0%
City Admin	\$656,618	\$629,107	\$27,511	4.4%
GENERAL FUND TOTAL	\$25,850,172	\$22,092,037	\$3,758,135	17.0%

Key Budget Highlights

Significant Budget Increases

- **Public Safety Impact Fund (+284.7%):** The Public Safety Impact Fund increases from \$1.8M to \$6.9M, reflecting a \$5.1M investment primarily driven by the ongoing police station currently in development.
- **Pool Building Fund (+59.8%):** Increases to \$16.1M (up \$6.0M) driven by the new pool currently under construction.
- **Electric Fund (+39.6%):** Grows to \$38.8M (up \$11.0M), driven by several key cost components: \$14.6M in Cost of Goods Sold (COGS); \$16.7M in capital expenditures, including \$14.0M in expansion projects, \$2.0M for the upper yard building, and the remainder in supplies; \$7.3M in operating costs, comprising \$1.3M in Municipal Energy Tax, \$1.0M in depreciation, \$2.3M in salaries and benefits, and the remainder in general operating expenses; and \$1.2M in Engineering costs.
- **Engineer Department (+197.1%):** The Engineering budget triples to \$1.07M (up \$712K), reflecting a \$400K capital increase designated for a signal fund, and \$300K in personnel additions for a Water Resource Engineer and a Project Engineer.
- **Parks & Cemetery (+50.0%):** Budget increases to \$3.0M (up \$1.0M), including \$156K for new equipment, \$910,600 in improvements (including LED lights), and one personnel addition for an Irrigation Technician.
- **Building & Grounds (+70.0%):** Increases to \$1.3M (up \$531K) primarily due to \$1.0M in capital project funding. This is also where the City Campus bond payment is coded to.

Significant Budget Decreases

- **Pressurized Irrigation (-63.8%):** Decreases from \$18.3M to \$6.6M (down \$11.7M). This decrease is due to the City waiting for grant approval; once confirmed, the budget will be amended to reflect the added project costs.
- **Highway Sales Tax (-41.3%):** Decreases from \$8.7M to \$5.1M (down \$3.6M) as highway-funded projects from FY 2025-26 wind down.
- **Fine Arts (-100.0%):** The Fine Arts budget shows a \$0 balance in FY 2026-27 (down \$143K from prior year) due to this fund being transitioned to an Enterprise Fund.
- **Swimming Pool (-19.2%):** Pool-related budgets reflect reduced capital spending following prior-year investments.

Recommended Action

Staff respectfully recommends that the Mayor and City Council approve the FY 2026-27 Preliminary Budget as presented, totaling \$134,316,836 across all city funds. Approval of the preliminary budget authorizes staff to continue detailed budget preparation in advance of final budget adoption.

Following preliminary approval, a public hearing will be scheduled prior to final budget adoption in accordance with Utah Code. The Council retains full authority to modify line items at any point prior to final adoption.

A RESOLUTION ADOPTING THE FISCAL YEAR 2026-2027 PRELIMINARY BUDGET OF FUNDS AND ACCOUNTS FOR HURRICANE CITY, UTAH

WHEREAS, in accordance with the Uniform Fiscal Procedures Act for Cities, the City desires to adopt a preliminary budget setting forth revenues and expenditures for the fiscal year ending June 30, 2027; and

WHEREAS, in accordance with law a copy of the tentative budget has been provided to the members of the City Council;

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

Section 1. Approval of tentative budget: That the Fiscal Year 2026-2027 preliminary budget be hereby adopted, including all funds and accounts as shown in the attached summary.

Section 2. Effective Date. This resolution shall become effective immediately.

PASSED AND APPROVED THIS 7th day of May, 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 7th day of May 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	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag, Recorder

FUND NUMBER	FUND NAME	Preliminary Budget 2026-27	Budget 2025-26	Difference
10	GENERAL	\$25,850,172	\$22,092,037	\$3,758,135
20	HIGHWAY SALES TAX	\$5,093,858	\$8,672,057	-\$3,578,199
21	AIRPORT REVENUE FUND	\$190,394	\$310,991	-\$120,597
CAPITAL PROJECTS				
40	EQUIPMENT REPLACEMENT-ENTERPRISE	\$107,810	\$202,805	-\$94,995
41	VETERANS MEMORIAL FUND	\$500,000	\$500,000	\$0
42	STREET IMPACT	\$6,925,000	\$1,800,000	\$5,125,000
43	PARKS IMPACT	\$5,068,152	\$6,158,538	-\$1,090,386
44	PUBLIC SAFETY IMPACT	\$277,000	\$270,000	\$7,000
45	CITY OFFICE ADDITION	\$1,000,000	\$1,000,000	\$0
46	BUILDING FUND-POOL	\$16,096,209	\$10,070,000	\$6,026,209
47	RAP TAX	\$1,200,000	\$1,850,000	-\$650,000
48	HOUSING	\$12,000	\$12,000	\$0
49	EQUIPMENT REPLACEMENT	\$305,233	\$831,047	-\$525,814
ENTERPRISE FUNDS				
50	PRESSURIZED IRRIGATION	\$6,640,129	\$18,326,617	-\$11,686,488
51	WATER	\$17,323,557	\$16,206,455	\$1,117,102
53	ELECTRIC	\$38,794,814	\$27,790,735	\$11,004,079
54	GOLF	\$5,518,548	\$5,324,182	\$194,366
55	DRAINAGE	\$1,902,466	\$1,205,328	\$697,138
57	THEATER	\$267,450	\$0	\$267,450
59	MUNICIPAL BUILDING AUTH.	\$334,335	\$339,946	-\$5,611
TRUST AND AGENCY FUNDS				
75	DIXIE SPRINGS AGENCY FUND	\$585,000	\$485,000	\$100,000
78	FLAG PERPETUAL CARE	\$3,000	\$3,000	\$0
79	CEMETERY PERPETUAL CARE	\$0	\$0	\$0
RDA FUNDS				
82	RDA GATEWAY	\$321,709	\$415,449	-\$93,740
TOTAL		\$134,316,836	\$123,866,187	\$10,450,649

Dept. number	Revenues	PROPOSED OPERATING BUDGET 2026-27	PROPOSED CAPITAL BUDGET	PROPOSED PERSONNEL ADDITIONS	TOTAL BUDGET 2026-27	2025-2026 BUDGET	DIFFERENCE	BUDGET INCREASE
GENERAL FUND REVENUES:		\$23,059,467	\$3,500,296	\$1,485,625	\$23,059,467	\$22,092,037	\$967,430	4.38%
OPERATING EXPENSES:								
1041	MAYOR & CITY COUNCIL	\$155,610	\$0		\$155,610	\$155,938	(\$328)	-0.21%
1042	COURT	\$440,505	\$0		\$440,505	\$367,565	\$72,940	19.84%
1043	ATTORNEY	\$352,280			\$352,280	\$344,640	\$7,640	2.22%
1044	CLERK	\$436,461		\$0	\$436,461	\$440,418	(\$3,957)	-0.90%
1045	TREASURER	\$142,215	\$0	\$0	\$142,215	\$135,512	\$6,703	4.95%
1046	HUMAN RESOURCES	\$197,125	\$250,000		\$447,125	\$187,841	\$259,284	138.03%
1047	CITY ADMIN	\$656,618	\$0		\$656,618	\$629,107	\$27,511	4.37%
1048	PURCHASING	\$783,215	\$0		\$783,215	\$752,637	\$30,578	4.06%
1049	NON-DEPT	\$216,650	\$100,000		\$316,650	\$338,850	(\$22,200)	-6.55%
1050	BUILDING & GROUNDS	\$271,377	\$1,017,869		\$1,289,246	\$758,185	\$531,061	70.04%
1051	BEAUTIFICATION	\$6,325	\$5,000		\$11,325	\$11,125	\$200	1.80%
1054	POLICE	\$7,619,688	\$79,327	\$424,300	\$8,123,315	\$7,677,997	\$445,318	5.80%
1055	CROSSING GUARD	\$53,655	\$0		\$53,655	\$52,169	\$1,486	2.85%
1056	ANIMAL CONTROL	\$445,415		\$237,645	\$683,060	\$465,715	\$217,345	46.67%
1060	STREET	\$3,206,060	\$80,000		\$3,286,060	\$3,204,582	\$81,478	2.54%
1061	PARKS & CEMETERY	\$1,882,946	\$1,067,100	\$85,410	\$3,035,456	\$2,023,301	\$1,012,155	50.02%
1063	PUBLIC WORKS	\$563,808	\$242,500		\$806,308	\$538,450	\$267,858	49.75%
1065	ENGINEER	\$373,661	\$400,000	\$300,200	\$1,073,861	\$361,500	\$712,361	197.06%
1066	GIS	\$237,283	\$11,000	\$39,700	\$287,983	\$280,617	\$7,366	2.62%
1067	EMERGENCY MANGMNT	\$23,818	\$0		\$23,818	\$23,818	\$0	0.00%
1068	PLANNING	\$372,603	\$37,000		\$409,603	\$353,344	\$56,259	15.92%
1069	BUILDING (INSPECTORS)	\$582,380	\$0		\$582,380	\$551,691	\$30,689	5.56%
1070	METER READING	\$84,505	\$0		\$84,505	\$82,973	\$1,532	1.85%
1071	HERITAGE PARK	\$45,650	\$0	\$27,000	\$72,650	\$44,613	\$28,037	62.84%
1072	RECREATION	\$1,211,194	\$0		\$1,211,194	\$1,236,972	(\$25,778)	-2.08%
1073	SWIMMING POOL	\$50,000		\$128,470	\$178,470	\$221,000	(\$42,530)	-19.24%
1074	COMMUNITY CENTER	\$146,308	\$210,500	\$155,000	\$511,808	\$461,787	\$50,021	10.83%
1075	EVENTS	\$85,615			\$85,615	\$74,870	\$10,745	14.35%
1076	FINE ARTS	\$0	\$0		\$0	\$143,480	(\$143,480)	-100.00%
1082	GYMS	\$112,320		\$84,900	\$197,220	\$90,320	\$106,900	118.36%
1098	PEACH DAYS	\$108,960	\$0	\$3,000	\$111,960	\$102,820	\$9,140	8.89%
	Adj. Due to formulas being off in prior budget					(\$21,801)		
	TOTAL	\$20,864,250	\$3,500,296	\$1,485,625	\$25,850,172	\$22,092,037	\$3,736,334	16.91%

Review and Approve Apron Reconstruct Bid
Hurricane City Airport

Background:

In 2022, President Biden and Congress passed the Bipartisan Infrastructure Law and part of this Law funded additional participation to airports belonging to the NIPIAS program. As a member of the program Hurricane City Airport received an additional funding amount of \$795,000.00 to be used to upgrade infrastructure at the airport.

After discussions with the airport consultant and the airport board it was decided to use the money to reconstruct the apron in front of the hangers at the airport. The project was added to the Capital Improvement Plan for 2023 and approved by the city council.

The project was developed and advertised for bid on Sunday, March 15, 2026. Bids were opened and read at the city offices on April 9, 2026. The apparent low bid was Mel Clark, Inc. Mel Clark Inc has done work for the city in the past and we have not had any problems with them.

The bid and the project were discussed at the airport board meeting on April 21, 2026 and a motion to recommend approval was made and accepted.

Woolpert prepared a bid recap and a letter of recommendation which is part of the packet for this agenda item.

We are recommending that the bid be awarded to Mel Clark, Inc in the amount of \$556,755.00.

As a footnote, the bid of \$556,755.00 was 37% lower than the engineer's estimate.



April 15, 2026

Mike Vercimak
Public Works Director, Hurricane City
147 North 870 West
Hurricane, UT 84737

Subject: Project Award Recommendation
Hurricane City Municipal Airport
AIP 3-49-0012-013-2025 - Reconstruct Apron

Mike:

Six bids were received and opened April 9, 2026, for the above referenced project. The project was advertised in The Spectrum on March 8 and 15, 2026, and on the Quest CDN bid website. Woolpert also distributed the bid advertisement to contractors who had previously bid or worked on past airport projects. In total, nine prime contractors and one plan room requested plans from the bid site. See attached plan holder list. Eight prime contractors attended the pre-bid meeting and site visit.

The bids were reviewed for mathematical accuracy and are summarized in the attached Bid Summary and Tabulation. Feller Enterprises had errors in Schedule III (City) for the Total Cost for Item P-101a, Full Depth Asphalt Removal, and Item P-152a, Unclassified Excavation, which were corrected on the tabulation. The errors did not change the apparent low bidder. There were no other mathematical errors identified.

Our office has reviewed the bid proposal submitted by Mel Clark, Inc., for compliance with the Instructions to Bidders. We have confirmed that all required forms were submitted in accordance with the Contract Documents. The Buy American Waiver Request form and Buy American Preferences – Final Assembly Questionnaire were submitted but not signed. I contacted Kirby Adams, Mel Clark, Inc., and he said they submitted the Buy American Certification stating they will provide 100% American products and figured the other two forms were not applicable, and he didn't put that on the forms. Not indicating the forms were not applicable can be considered a minor informality or irregularity in the bid and can be waived by Hurricane City. We also verified that Mel Clark, Inc., is not listed on any federal excluded parties list.

We have reviewed the contractor's qualifications and financial statements and consider this firm capable of completing the project. Mel Clark's bid of \$503,595.00 for Schedule I (Federal), \$39,980.00 for Schedule II (UDOT), and \$13,180.00 for Schedule III (City), for a total of \$556,755.00 for all schedules is approximately 37% lower than the Engineer's Estimate.

Based on the submitted information and our evaluation, we recommend Hurricane City award the project to Mel Clark, Inc., in the amount of \$556,755.00, subject to FAA and UDOT concurrence.

Woolpert, Inc.
35 South 400 West, Suite 200
St. George, UT 84770
+1 435.673.4677

After FAA and UDOT concurrence, we will provide you with the Notice of Award and Contract forms for execution by Hurricane City and Mel Clark, Inc.

Call if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Kirt J McDaniel". The signature is written in a cursive, flowing style.

Kirt J McDaniel, P.E.
Project Manager

Enclosures

cc: Ryan Reyes, FAA Denver ADO
Craig Ide, UDOT Division of Aeronautics

Quest eBidDoc™ Number: 10077452**Closing Date:** Thu, 04/09/2026 02:00 PM MDT **Posting Type:** Construction Project **Owner Name:** Hurricane City Municipal Airport **Solicitor Name:****Woolpert Contact:** Kirt McDaniel **Phone:** 435.574.5308 **Email:** Kirt.McDaniel@woolpert.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
Interstate Rock Products 42 South 850 West, Hurricane, UT-84737	Greg Gutierrez bids@interstaterock.com	4353752112		Prime Bidder	03/09/2026	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	03/09/2026	eBidDoc	
TSJ Construction 870 East 300 North Street, Cleveland, UT-84518	Trevor Rowley trevorr@tsjconstruction.com	(435) 653-1910		Construction Manager	03/10/2026	eBidDoc	
Advanced Construction and Design 2303 N Coral Canyon Blvd, Washington, UT- 84780	Levi Hammon lbh@acad.dev	435-673-8045	SBE	Prime Bidder	03/11/2026	eBidDoc	
Woolpert One Easton Oval, Columbus, OH-43219	Emily Yea emily.yea@woolpert.com	614-476-6000		A/E Consultant	03/16/2026	eBidDoc	
Feller Enterprises 523 E Sunland Drive #B, ST. GEORGE, UT-84790	TRAVIS SNOW travis@fellerent.com	4356286706		Prime Bidder	03/19/2026	eBidDoc	
Mel Clark, Inc. 2333 N. Bulldog Road, Cedar City, UT-84721	Kirby Adams kirby@melclarkinc.com	435-559-0209 435-867-4390		Prime Bidder	03/19/2026	eBidDoc	
Whitaker Construction 44 S 1050 W, BRIGHAM CITY, UT-84302-4420	Kevin Luke kevin.luke@whitcon.com	435-723-2921 435-723-5808		Prime Bidder	03/23/2026	eBidDoc	
JP EXCAVATING, INC. 4102 SOUTH 1440 EAST CIRCLE, ST. GEORGE, UT- 84790	MELISSA SCOTT MELISSA@JPEXCAVATING.COM	435-656-1133		Prime Bidder	03/23/2026	eBidDoc	
SUNCORE CORPORATION 1970 North Bulldog Road, Cedar City, UT-84721	Reed Poleszak rpoleszak@sunroc.com	435-531-9641 435-652-9889		Prime Bidder	03/27/2026	eBidDoc	
Harward and Rees 169 South Main, Loa, UT- 84747	Ryan Rees ryanr@harwardandrees.com	435-691-2163 435-836-2384	SBE	Prime Bidder	04/08/2026	eBidDoc	

HURRICANE CITY MUNICIPAL AIRPORT (1L8)

HURRICANE, UTAH

AIP PROJECT NUMBER: 3-49-0012-013-2025

BID OPENING

DATE: April 9, 2026 (Thursday)

TIME: 2:00 P.M. (LOCAL TIME)

Schedule I - Reconstruct Apron (Federal)

Schedule II - Reconstruct Apron (UDOT)

Schedule III - Reconstruct Apron (City)

BID SUMMARY ITEM	Engineer's Estimate	Mel Clark, Inc.	Suncore Construction & Materials, Inc.	Feller Enterprises	Whitaker Construction	Advanced Construction & Design, LLC	TSJ Construction
Bid Proposal (Pages 23-24)	✓	✓	✓	✓	✓	✓	✓
Received Addendum (Page 24)	✓	✓	✓	✓	✓	✓	✓
Bid Bond/Security (Pages 25-26)	✓	✓	✓	✓	✓	✓	✓
Contractor Information (Pages 27-28)	✓	✓	✓	✓	✓	✓	✓
Qualifications/Prequalification Statement (Pages 29-31)	✓	✓	✓	✓	✓	✓	✓
List of Subcontractors (Page 33)	✓	✓	✓	✓	✓	✓	✓
Equal Employment Opportunity Report Statement (Page 35)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Buy American Certification (Pages 39-40)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Buy American Waiver Request (if applicable) (Pages 47-53)	✓	Submitted - Not signed	Not submitted	✓	✓	Not submitted	Submitted - Not signed
Buy American Preferences - Final Assembly Questionnaire (if applic) (Page 57)	✓	Submitted - Not signed	Not submitted	✓	✓	Not submitted	Submitted - Not signed
Buy American Conformance Listing (Page 59)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Certification Regarding Domestic Preferences for Procurements (Pg 61)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Certification of Offeror/Bidder Regarding Debarment (Page 63)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Certification of Lower Tier Contractors Regarding Debarment (Page 65)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Certification Regarding Lobbying (Page 67)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Cert. re: Tax Delinquency & Felony Convictions (Page 69)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Trade Restriction Certification (Pages 71-72)	✓	✓	✓	✓	✓	✓	Submitted - Not signed
Non-Collusion Affidavit (Page 73)	✓	✓	✓	✓	✓	✓	✓
Bid Proposal Summary (Pages 75-81)	✓	✓	✓	✓	✓	✓	✓
Schedule I Bid Proposal	\$ 796,900.00	\$ 503,595.00	\$ 576,423.00	\$ 570,162.00	\$ 658,525.00	\$ 713,430.00	\$ 1,469,190.57
Schedule II Bid Proposal	\$ 64,150.00	\$ 39,980.00	\$ 43,639.50	\$ 50,849.50	\$ 52,315.00	\$ 53,180.00	\$ 137,753.73
Schedule III Bid Proposal	\$ 20,800.00	\$ 13,180.00	\$ 14,752.00	\$ 15,182.50	\$ 17,030.00	\$ 16,980.00	\$ 35,193.31
TOTAL COST	\$ 881,850.00	\$ 556,755.00	\$ 634,814.50	\$ 636,194.00	\$ 727,870.00	\$ 783,590.00	\$ 1,642,137.61

*Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE I

SCHEDULE I				Engineer's Estimate		Mel Clark, Inc.		Suncore Construction & Materials, Inc.		Feller Enterprises	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	MOBILIZATION (10% MAXIMUM)	LS	1	\$ 72,500.00	\$ 72,500.00	\$ 42,000.00	\$ 42,000.00	\$ 57,500.00	\$ 57,500.00	\$ 40,000.00	\$ 40,000.00
C-102a	TEMPORARY EROSION CONROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 14,000.00	\$ 14,000.00	\$ 43,450.00	\$ 43,450.00	\$ 9,744.00	\$ 9,744.00
P-101a	FULL DEPTH ASPHALT REMOVAL	SY	7,700	\$ 8.00	\$ 61,600.00	\$ 1.90	\$ 14,630.00	\$ 2.00	\$ 15,400.00	\$ 2.50	\$ 19,250.00
P-152a	UNCLASSIFIED EXCAVATION	CY	13,400	\$ 16.00	\$ 214,400.00	\$ 4.85	\$ 64,990.00	\$ 5.35	\$ 71,690.00	\$ 4.81	\$ 64,454.00
P-152b	SUBGRADE PREPARATION	SY	8,100	\$ 4.00	\$ 32,400.00	\$ 0.50	\$ 4,050.00	\$ 1.55	\$ 12,555.00	\$ 1.50	\$ 12,150.00
P-152c	ON-SITE SUITABLE EMBANKMENT	CY	900	\$ 15.00	\$ 13,500.00	\$ 4.50	\$ 4,050.00	\$ 11.35	\$ 10,215.00	\$ 7.50	\$ 6,750.00
P-208a	AGGREGATE BASE COURSE	CY	1,500	\$ 65.00	\$ 97,500.00	\$ 54.00	\$ 81,000.00	\$ 87.75	\$ 131,625.00	\$ 65.00	\$ 97,500.00
02741a	ASPHALT MIX, 1/2", PG 64-34	TON	1,900	\$ 130.00	\$ 247,000.00	\$ 134.00	\$ 254,600.00	\$ 114.50	\$ 217,550.00	\$ 144.50	\$ 274,550.00
P-603a	EMULSIFIED ASPHALT TACK COAT	TON	4	\$ 1,500.00	\$ 6,000.00	\$ 900.00	\$ 3,600.00	\$ 787.00	\$ 3,148.00	\$ 933.50	\$ 3,734.00
P-610a	TIE DOWN ANCHOR	EA	30	\$ 1,500.00	\$ 45,000.00	\$ 510.00	\$ 15,300.00	\$ 248.00	\$ 7,440.00	\$ 1,176.00	\$ 35,280.00
P-620a	TEMPORARY PAVEMENT MARKINGS	SF	500	\$ 5.00	\$ 2,500.00	\$ 5.25	\$ 2,625.00	\$ 5.85	\$ 2,925.00	\$ 7.00	\$ 3,500.00
P-620b	PERMANENT PAVEMENT MARKINGS	SF	500	\$ 5.00	\$ 2,500.00	\$ 5.50	\$ 2,750.00	\$ 5.85	\$ 2,925.00	\$ 6.50	\$ 3,250.00
TOTAL SCHEDULE I					\$ 796,900.00		\$ 503,595.00		\$ 576,423.00		\$ 570,162.00

SCHEDULE I				Engineer's Estimate		Whitaker Construction		Advanced Construction & Design, LLC		TSJ Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	MOBILIZATION (10% MAXIMUM)	LS	1	\$ 72,500.00	\$ 72,500.00	\$ 63,000.00	\$ 63,000.00	\$ 55,000.00	\$ 55,000.00	\$ 327,801.87	\$ 327,801.87
C-102a	TEMPORARY EROSION CONROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 43,000.00	\$ 43,000.00	\$ 55,628.86	\$ 55,628.86
P-101a	FULL DEPTH ASPHALT REMOVAL	SY	7,700	\$ 8.00	\$ 61,600.00	\$ 2.20	\$ 16,940.00	\$ 1.40	\$ 10,780.00	\$ 1.06	\$ 8,162.00
P-152a	UNCLASSIFIED EXCAVATION	CY	13,400	\$ 16.00	\$ 214,400.00	\$ 7.80	\$ 104,520.00	\$ 9.00	\$ 120,600.00	\$ 12.89	\$ 172,726.00
P-152b	SUBGRADE PREPARATION	SY	8,100	\$ 4.00	\$ 32,400.00	\$ 1.45	\$ 11,745.00	\$ 3.50	\$ 28,350.00	\$ 8.50	\$ 68,850.00
P-152c	ON-SITE SUITABLE EMBANKMENT	CY	900	\$ 15.00	\$ 13,500.00	\$ 14.00	\$ 12,600.00	\$ 9.00	\$ 8,100.00	\$ 11.44	\$ 10,296.00
P-208a	AGGREGATE BASE COURSE	CY	1,500	\$ 65.00	\$ 97,500.00	\$ 78.00	\$ 117,000.00	\$ 70.00	\$ 105,000.00	\$ 95.49	\$ 143,235.00
02741a	ASPHALT MIX, 1/2", PG 64-34	TON	1,900	\$ 130.00	\$ 247,000.00	\$ 145.00	\$ 275,500.00	\$ 150.00	\$ 285,000.00	\$ 329.66	\$ 626,354.00
P-603a	EMULSIFIED ASPHALT TACK COAT	TON	4	\$ 1,500.00	\$ 6,000.00	\$ 1,330.00	\$ 5,320.00	\$ 950.00	\$ 3,800.00	\$ 681.81	\$ 2,727.24
P-610a	TIE DOWN ANCHOR	EA	30	\$ 1,500.00	\$ 45,000.00	\$ 1,300.00	\$ 39,000.00	\$ 1,600.00	\$ 48,000.00	\$ 1,619.32	\$ 48,579.60
P-620a	TEMPORARY PAVEMENT MARKINGS	SF	500	\$ 5.00	\$ 2,500.00	\$ 5.20	\$ 2,600.00	\$ 6.10	\$ 3,050.00	\$ 5.11	\$ 2,555.00
P-620b	PERMANENT PAVEMENT MARKINGS	SF	500	\$ 5.00	\$ 2,500.00	\$ 4.60	\$ 2,300.00	\$ 5.50	\$ 2,750.00	\$ 4.55	\$ 2,275.00
TOTAL SCHEDULE I					\$ 796,900.00		\$ 658,525.00		\$ 713,430.00		\$ 1,469,190.57

*Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE II

SCHEDULE II				Engineer's Estimate		Mel Clark, Inc.		Suncore Construction & Materials, Inc.		Feller Enterprises	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	MOBILIZATION (10% MAXIMUM)	LS	1	\$ 5,900.00	\$ 5,900.00	\$ 2,500.00	\$ 2,500.00	\$ 4,300.00	\$ 4,300.00	\$ 5,000.00	\$ 5,000.00
P-101a	FULL DEPTH ASPHALT REMOVAL	SY	700	\$ 8.00	\$ 5,600.00	\$ 1.90	\$ 1,330.00	\$ 1.55	\$ 1,085.00	\$ 8.50	\$ 5,950.00
P-152a	UNCLASSIFIED EXCAVATION	CY	1,100	\$ 16.00	\$ 17,600.00	\$ 5.00	\$ 5,500.00	\$ 5.35	\$ 5,885.00	\$ 4.81	\$ 5,291.00
P-152b	SUBGRADE PREPARATION	SY	700	\$ 4.00	\$ 2,800.00	\$ 1.00	\$ 700.00	\$ 1.55	\$ 1,085.00	\$ 1.50	\$ 1,050.00
P-152c	ON-SITE SUITABLE EMBANKMENT	CY	100	\$ 15.00	\$ 1,500.00	\$ 7.00	\$ 700.00	\$ 11.35	\$ 1,135.00	\$ 7.50	\$ 750.00
P-208a	AGGREGATE BASE COURSE	CY	150	\$ 65.00	\$ 9,750.00	\$ 55.00	\$ 8,250.00	\$ 87.75	\$ 13,162.50	\$ 63.50	\$ 9,525.00
02741a	ASPHALT MIX, 1/2", PG 64-34	TON	150	\$ 130.00	\$ 19,500.00	\$ 134.00	\$ 20,100.00	\$ 108.00	\$ 16,200.00	\$ 149.00	\$ 22,350.00
P-603a	EMULSIFIED ASPHALT TACK COAT	TON	1	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 787.00	\$ 787.00	\$ 933.50	\$ 933.50
					\$ -		\$ -		\$ -		\$ -
TOTAL SCHEDULE II					\$ 64,150.00		\$ 39,980.00		\$ 43,639.50		\$ 50,849.50

SCHEDULE II				Engineer's Estimate		Whitaker Construction		Advanced Construction & Design, LLC		TSJ Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	MOBILIZATION (10% MAXIMUM)	LS	1	\$ 5,900.00	\$ 5,900.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,918.42	\$ 35,918.42
P-101a	FULL DEPTH ASPHALT REMOVAL	SY	700	\$ 8.00	\$ 5,600.00	\$ 2.20	\$ 1,540.00	\$ 1.40	\$ 980.00	\$ 2.74	\$ 1,918.00
P-152a	UNCLASSIFIED EXCAVATION	CY	1,100	\$ 16.00	\$ 17,600.00	\$ 7.80	\$ 8,580.00	\$ 9.00	\$ 9,900.00	\$ 25.79	\$ 28,369.00
P-152b	SUBGRADE PREPARATION	SY	700	\$ 4.00	\$ 2,800.00	\$ 1.45	\$ 1,015.00	\$ 3.50	\$ 2,450.00	\$ 8.50	\$ 5,950.00
P-152c	ON-SITE SUITABLE EMBANKMENT	CY	100	\$ 15.00	\$ 1,500.00	\$ 14.00	\$ 1,400.00	\$ 9.00	\$ 900.00	\$ 11.44	\$ 1,144.00
P-208a	AGGREGATE BASE COURSE	CY	150	\$ 65.00	\$ 9,750.00	\$ 78.00	\$ 11,700.00	\$ 70.00	\$ 10,500.00	\$ 95.49	\$ 14,323.50
02741a	ASPHALT MIX, 1/2", PG 64-34	TON	150	\$ 130.00	\$ 19,500.00	\$ 145.00	\$ 21,750.00	\$ 150.00	\$ 22,500.00	\$ 329.66	\$ 49,449.00
P-603a	EMULSIFIED ASPHALT TACK COAT	TON	1	\$ 1,500.00	\$ 1,500.00	\$ 1,330.00	\$ 1,330.00	\$ 950.00	\$ 950.00	\$ 681.81	\$ 681.81
					\$ -		\$ -		\$ -		\$ -
TOTAL SCHEDULE II					\$ 64,150.00		\$ 52,315.00		\$ 53,180.00		\$ 137,753.73

*Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE III

SCHEDULE III				Engineer's Estimate		Mel Clark, Inc.		Suncore Construction & Materials, Inc.		Feller Enterprises	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
P-101a	FULL DEPTH ASPHALT REMOVAL	SY	200	\$ 8.00	\$ 1,600.00	\$ 1.90	\$ 380.00	\$ 1.55	\$ 310.00	\$ 7.00	\$ 1,400.00
P-152a	UNCLASSIFIED EXCAVATION	CY	400	\$ 16.00	\$ 6,400.00	\$ 5.00	\$ 2,000.00	\$ 5.35	\$ 2,140.00	\$ 4.81	\$ 1,924.00
P-152b	SUBGRADE PREPARATION	SY	200	\$ 4.00	\$ 800.00	\$ 1.00	\$ 200.00	\$ 1.55	\$ 310.00	\$ 1.50	\$ 300.00
P-152c	ON-SITE SUITABLE EMBANKMENT	CY	50	\$ 15.00	\$ 750.00	\$ 5.00	\$ 250.00	\$ 11.35	\$ 567.50	\$ 7.50	\$ 375.00
P-208a	AGGREGATE BASE COURSE	CY	50	\$ 65.00	\$ 3,250.00	\$ 55.00	\$ 2,750.00	\$ 87.75	\$ 4,387.50	\$ 63.50	\$ 3,175.00
02741a	ASPHALT MIX, 1/2", PG 64-34	TON	50	\$ 130.00	\$ 6,500.00	\$ 134.00	\$ 6,700.00	\$ 125.00	\$ 6,250.00	\$ 141.50	\$ 7,075.00
P-603a	EMULSIFIED ASPHALT TACK COAT	TON	1	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 787.00	\$ 787.00	\$ 933.50	\$ 933.50
TOTAL SCHEDULE III					\$ 20,800.00		\$ 13,180.00		\$ 14,752.00		\$ 15,182.50

SCHEDULE III				Engineer's Estimate		Whitaker Construction		Advanced Construction & Design, LLC		TSJ Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
P-101a	FULL DEPTH ASPHALT REMOVAL	SY	200	\$ 8.00	\$ 1,600.00	\$ 2.20	\$ 440.00	\$ 1.40	\$ 280.00	\$ 3.33	\$ 666.00
P-152a	UNCLASSIFIED EXCAVATION	CY	400	\$ 16.00	\$ 6,400.00	\$ 7.80	\$ 3,120.00	\$ 9.00	\$ 3,600.00	\$ 25.79	\$ 10,316.00
P-152b	SUBGRADE PREPARATION	SY	200	\$ 4.00	\$ 800.00	\$ 1.45	\$ 290.00	\$ 3.50	\$ 700.00	\$ 8.50	\$ 1,700.00
P-152c	ON-SITE SUITABLE EMBANKMENT	CY	50	\$ 15.00	\$ 750.00	\$ 14.00	\$ 700.00	\$ 9.00	\$ 450.00	\$ 11.44	\$ 572.00
P-208a	AGGREGATE BASE COURSE	CY	50	\$ 65.00	\$ 3,250.00	\$ 78.00	\$ 3,900.00	\$ 70.00	\$ 3,500.00	\$ 95.49	\$ 4,774.50
02741a	ASPHALT MIX, 1/2", PG 64-34	TON	50	\$ 130.00	\$ 6,500.00	\$ 145.00	\$ 7,250.00	\$ 150.00	\$ 7,500.00	\$ 329.66	\$ 16,483.00
P-603a	EMULSIFIED ASPHALT TACK COAT	TON	1	\$ 1,500.00	\$ 1,500.00	\$ 1,330.00	\$ 1,330.00	\$ 950.00	\$ 950.00	\$ 681.81	\$ 681.81
TOTAL SCHEDULE III					\$ 20,800.00		\$ 17,030.00		\$ 16,980.00		\$ 35,193.31

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STAFF COMMENTS

Item: Consideration and possible approval of a Reimbursement Agreement with JEBO LLC regarding a water line upsize.

Discussion: The developer of Painted Sands Phase 3A completed roadway and utility improvements along their frontage of 600 North. The waterline that was installed consists of 12" ductile iron pipe, which is a masterplanned system improvement, and is therefore eligible for reimbursement. The project improvement is an 8" PVC pipe and the proposed reimbursement is the cost difference between the two. By ordinance it is the City Engineer's responsibility to determine eligible costs for reimbursement.

Findings: The developer submitted his actual costs, which were well-documented contractor bids. I evaluated the bids and verified the quantities that were installed according to the approved plans and measurements on the ground. The developer is eligible for a reimbursement amount of \$35,720, or a total of 17 water impact fee vouchers. The City Attorney has prepared the reimbursement agreement that is up for consideration.

Recommendation: It is recommended that the reimbursement agreement be approved. – Arthur LeBaron

**REIMBURSEMENT AGREEMENT
PAINTED SANDS PHASE 3B**

This Reimbursement Agreement is made and entered into on May 7, 2026 by and between the Hurricane City, a Utah municipal corporation, hereinafter referred to as "City", and JEBO LLC, a Utah limited liability company, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

Recitals

- A. Developer is constructing project and system improvements associated with the development of a development and subdivision with the City identified as Painted Sands Phase 3B.
- B. As a standard project improvement, Developer would be required to install a 8" PVC pipe in 600 North in conjunction with the development; however, the City's masterplan calls for a 12" ductile iron culinary water pipe in 600 North.
- C. Developer is requesting reimbursement for the cost difference between the standard 8" pipe and the 12" ductile iron pipe, which cost difference is \$35,720.
- D. The City Engineer has reviewed the request and has found that it complies with Hurricane City Code Title 9, Chapter 6.
- E. To facilitate and further specify the system improvements to be provided by Developer and for which Developer is seeking reimbursement, the Parties desire to enter into this agreement.

Agreement

Now, therefore, in consideration of the premises recited above and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

- 1. Developer agrees to construct and dedicate improvements to the City a 12" ductile iron pipe as described in the City's master plan and located in 600 North immediately north of Painted Sands Phase 3B
- 2. The estimated value of the above-described improvements for the water line upsize is **\$35,720**, as set forth in the bids and invoices provided to, reviewed by, and confirmed by the City Engineer.
- 3. City agrees to pay Developer for eligible reimbursable costs in the following manner:
 - a. **\$35,720.00** in culinary water impact fee vouchers, a total of 17 Vouchers, to be redeemed with building permits for new construction within the Painted Sands development.
- 4. Maximum reimbursement under this agreement shall be **\$35,720.00**.

5. No interest shall be paid on any amount due under the terms of this Agreement.
6. This Agreement shall expire ten (10) years from the date of signature, regardless of the total amount of reimbursement paid by the City to Developer.

IN WITNESS THEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Hurricane City, a Utah Municipal Corporation

Mayor Clark Fawcett

ATTEST: _____

Recorder

DEVELOPER – JEBO, LLC

By: Jeffrey B. Madsen
Its: Managing Member

STATE OF UTAH)
 :ss
COUNTY OF _____)

On the ___ day of _____, 2026, personally appeared before me Jeffrey B. Madsen, who being by me duly sworn, did say that he is the Managing Member of JEBO LLC and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public



STAFF COMMENTS

Item: Consideration and possible approval of the reassignment of hangar 5S 3E to Motive Aero LLC.

Discussion: The applicant is requesting the reassignment of an existing hangar lease, which is permitted under the terms of the lease. The Airport Board has recommended approval. – Cindy Beteag

Findings:

Recommendation:

Mayor
Clark Fawcett

City Manager
Kaden C. DeMille



City Council
Drew Ellerman
Joseph Prete
Dave Imlay
Lynn Excell
Amy Werrett

May 7, 2026

Motive Aero LLC

RE: Hangar Pad at 5S 3E

To Whom it May Concern,

I am pleased to inform you that on May 7, 2026, the Hurricane City Council approved the assignment to you of the Hurricane Airport Land Lease, dated September 1, 2018, initially issued to Bruce Tuttle (the "Lease"). The decision of the Council, together with this confirming letter, constitutes the City's written approval of the assignment of the Lease to you. The City hereby approves the Assignment and authorizes the Assignment and this Consent to be recorded in the official records of Washington County, Utah. Please do not hesitate to reach out if you have any questions.

Thank you,

Clark Fawcett
Hurricane City Mayor



HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 1st day of September 2018, by and between the City of Hurricane, Utah hereinafter referred to as the "Lessor" and Bruce Tuttle, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 2650 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 800 West 2300 South 5 South 3 East Hurricane City Airport.
2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.
3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.
4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.
5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.
6. The term of this lease agreement shall be for a period of twenty (20) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for a period of (5) additional years, as may be negotiated by the parties.
7. The Lessee shall pay the Lessor an annual rental fee as follows:
 - a. The sum of Twelve cents (\$.12) per square foot per year.

- b. The annual rental fee will be adjusted every five years based on a review of rates by the Airport Board and approved by the City Council. All lessees will be notified of a rate change and the rate will take effect as of the next annual billing.
- c. After 20 years the Lessee shall have the option to renew this lease in increments of five year periods at the rental rate in effect at the time of renewal.
- d. In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

8. The Lessee agrees to pay any and all taxes and/or special assessment against the improvements, including taxiways, placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.
9. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.
10. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hangar to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall be the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hangar and into the city system. Any drainage problems or standing water should be reported to the airport manager.
11. The Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however that the Lessee shall continue to be liable for all terms of this agreement.
12. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.
13. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

14. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:
 - a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the lessor to the Lessee.
 - b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
 - c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other than the Lessee's heirs or assigns, except in the manner herein permitted.
 - d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.
15. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days' notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within one hundred eighty (180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.
16. Lessor reserves the following rights and privileges:
 - a. The rights to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation of disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
 - b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement or for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

- d. It is understood and agreed that the Lessor has the right, at Lessor's expense to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of this lease that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of such move. Lessor further agrees to provide Lessee with a new lease agreement of the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.
17. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the Condemnation proceeds attributable to the fair market value of any improvements placed on the premises by Lessee.
18. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.
19. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor:	City of Hurricane	Lessee:
	147 North 870 West	
	Hurricane Utah 84737	
	435-635-2811	


20. Any approval required of Lessor by the terms of this lease shall not be unreasonable withheld.
21. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between Lessor and Lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd party outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.
22. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.
23. The waiver or failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be

considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

24. Time is of the essence in all provision of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written

LESSOR:


MAYOR CITY OF HURRICANE, UTAH

(SEAL)



ATTEST



CITY RECORDER

LESSEE: BY





STAFF COMMENTS

Item: Consideration and possible approval of local consent for a single event liquor license at Pecan Valley Resort.

Discussion: The applicant currently holds a full-service restaurant liquor license for the ground-level restaurant within the clubhouse building. They are requesting a single-event liquor license to accommodate an event on the second level of the clubhouse. Alcohol service and consumption will be restricted to designated areas. Similar events have previously been held at this location without incident, and staff has confirmed with the Police Department that there are no concerns. Staff recommends approval of the local consent request. – Cindy Beteag

Findings: N/A

Recommendation:



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

Date of Application 4/16/2026

Permit Fee \$250.00
 Application Fee \$50.00
 Total Due \$300.00

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: PV Resort Amenities
 Business Phone: 435-635-3101 Email: admin@pecanvalleyresort.com
 Contact Person: Samantha Garong
 Business Address: 2431 s 5210 w Hurricane UT 84737
(Street Number) (Suite) (City) (State) (Zip)
 Mailing Address (if different): Same
(Street Number) (City) (State) (Zip)
 State Sales Tax Number: 16049884-003-STC Does this business have a current DABC license: Yes

Business Type (check one):
 Proprietorship Partnership Corporation Religious Organization Non-profit Corporation

SECTION B — EVENT INFORMATION

Event Name: Grand Opening Music Fest
 Event Venue: Pecan Valley Resort
2431 s 5210 w Hurricane UT 84737
(Street Number) (Suite) (City) (State) (Zip)
 Date (s) of the event: 5/22/2026-5/23/2026 Alcohol Service hours: 12pm to 10pm
 For the sale of (check all that apply): Beer Heavy Beer Wine Liquor Flavored Malt Beverages
 Will food be available? Yes Full Meals? Yes Will minors attend the event? Yes

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: Christopher Wyler Title: Owner
 Home Address: [REDACTED]
 Home Phone: _____ Cell Phone: [REDACTED]

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 1/2" X 11" SHEET OF PAPER SHOWING ALL CONTROL MEASURES.

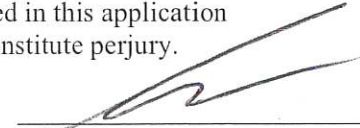
STATE OF UTAH)

: ss.

COUNTY OF WASHINGTON)

I, Christopher Wylar, being first duly sworn, depose and say as follows:

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



Applicant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__

(NOTARY PUBLIC OR CITY LICENSE OFFICER)

TOTAL FEES	\$ <u>350</u>	Office Use Only	AMOUNT PAID \$ <u>350</u>
DATE	<u>4-17-26</u>	RECEIPT #	<u>7.000759868</u>
CITY LICENSE NUMBER: _____			
DATE APPLICATION WENT TO CITY COUNCIL: _____			
DATE OF APPROVAL FROM STATE: _____			



Local Authority Consent for a Single Event Permit

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of a temporary single event permit for an entity/organization to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the event premises of the applicant under the following authority: Utah Code Section 32B-9-201.

Hurricane City

hereby grants its consent for the issuance of a permit to:

Applicant Entity/Organization: PV Resort Amenities

Event Name: Grand Opening Music Fest

Physical Location Street Address: 2431 s 5210 w

City: Hurricane **Zip Code:** 84737

Event Start Date: May 22, 2026 **Event End Date:** May 23, 2026

Hours of Operation: 10am-10pm

Approved to sell, offer for sale, or furnish: (check all that apply)

- Beer
- Heavy Beer
- Wine
- Flavored Malt Beverage
- Liquor

We are recommending this entity as conducting a civic or community enterprise: Yes

Authorized Licensing Authority Signature: _____

Printed Name: Christopher Wyler **Title:** Owner **Date:** April 16, 2026

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

AGENT AUTHORIZATION

Only the Entity Owner, or their Authorized Agent, may submit an application for licensing or permitting by the Utah Department of Alcoholic Beverage Services. To authorize a third party agent, the agent must attach this signed form, or a wet-signed letter, which identifies them and the Entity Owner they are representing, noting the application for which they are completing. The letter must contain all of the information requested on this form.

This form must accompany ALL applications that are being filed by an Authorized Agent.

As the owner of the entity, I understand that the application for any alcohol license or event permit issued by the Department of Alcoholic Beverage Services must be signed by the Entity Owner and his/her duly Authorized Agent.

I understand that I may designate a third party to sign the application for an alcohol license or permit on my behalf.

I further understand that the person's only responsibility is to fill out applications and submit documentation for the purpose of applying for a liquor license or permit on my or my company's behalf.


I am aware that the responsibility for the compliance with statutes and rules is entirely mine and I accept the same.

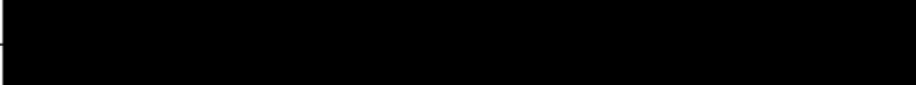
Therefore, as the Entity Owner, (Please Print) Christopher Wylar

I do hereby authorize (Please Print) W/ Samantha Garong

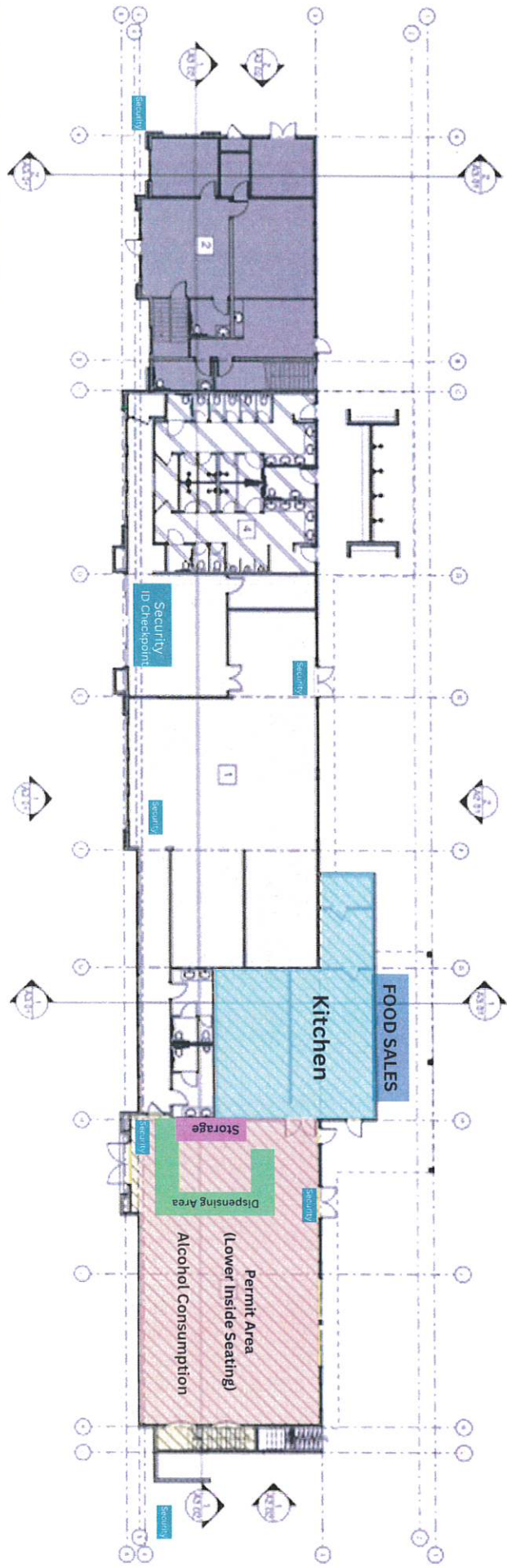
To apply/obtain an alcohol license or permit for Pecan Valley Resort in my name by affixing my name followed by their Signature on the application.

ENTITY OWNER SIGNATURE & DATE: 

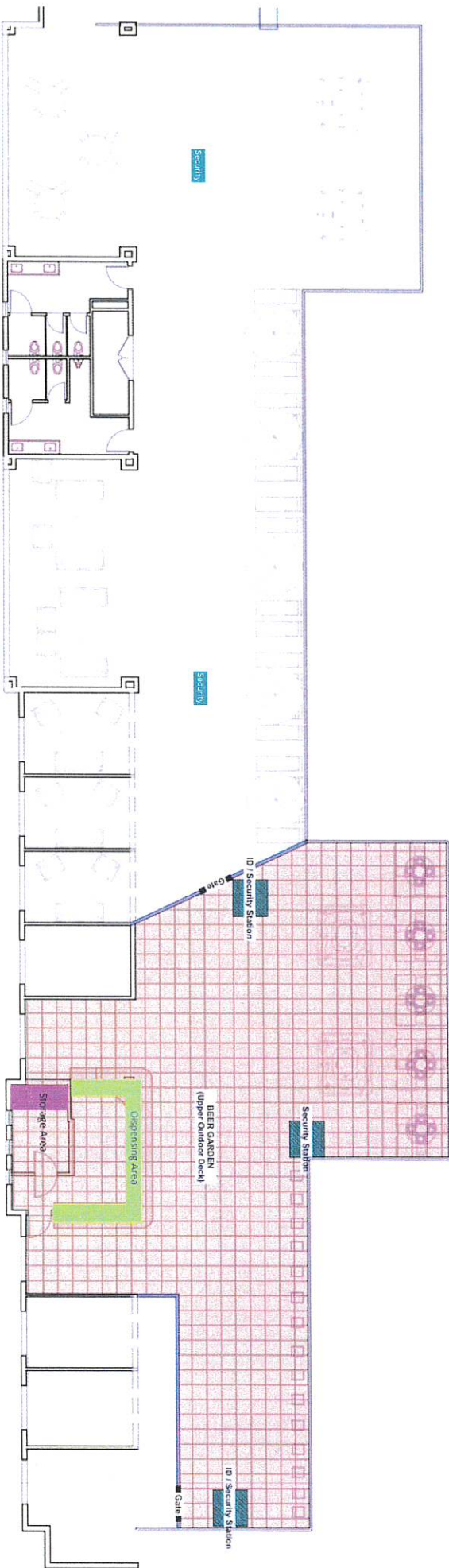
ENTITY OWNER ADDRESS: 

ENTITY OWNER PHONE #: 

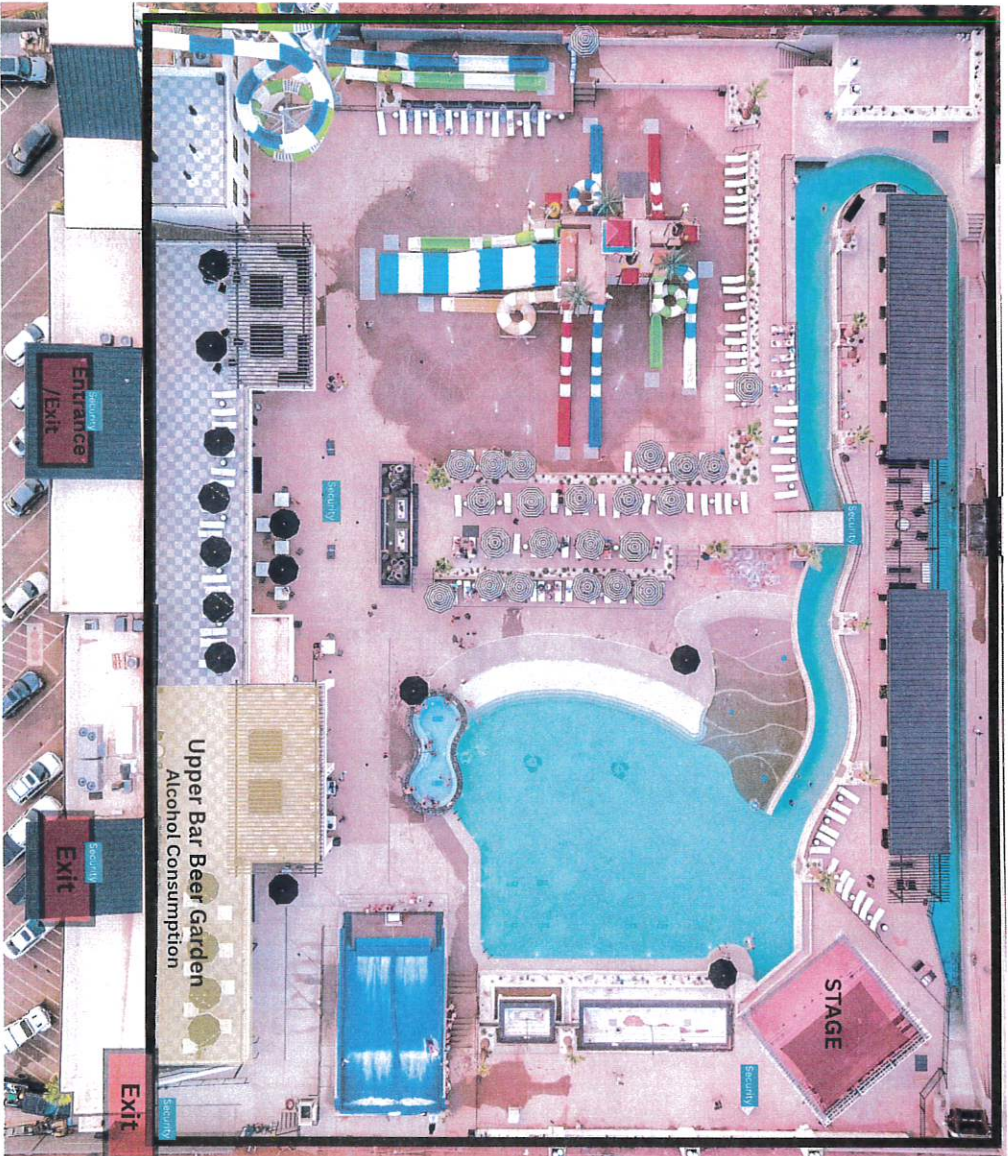
1 FIRST FLOOR PERMIT AREAS



Upper Outdoor Deck Beer Garden



Pecan Valley Resort
Grand Opening Music Fest
5/22/2026-5/23/2026





STAFF COMMENTS

Item: Franchise Agreement with Forged Fiber 37, LLC

Discussion:

Forged Fiber 37, LLC ("Forged Fiber") has requested a franchise agreement with Hurricane City. Forged Fiber is affiliated with AT&T and will provide wholesale broadband transmission services. Its customers will not be end-user residents; instead, its customers will be Internet Service Providers ("ISPs"). The ISPs will provide the internet service to residents.

Forged Fiber has accepted the City's proposed form franchise agreement without any substantive revisions. In 2022, the City revamped its franchisee ordinances to address issues with franchisees interfering with and damaging City infrastructure. The proposed franchise agreement requires Forged Fiber to comply with all applicable obligations that were confirmed in the 2022 ordinance amendments to protect City infrastructure.

Findings: Forged Fiber has agreed to meet the requirements of the City's franchise ordinances, which can be enforced through the proposed agreement.

Recommendation: The City Attorney approves the proposed franchise agreement as to form.
Dayton Hall

**TELECOMMUNICATIONS FRANCHISE AGREEMENT
BETWEEN HURRICANE CITY
AND FORGED FIBER 37, LLC**

THIS TELECOMMUNICATIONS FRANCHISE AGREEMENT (this “Agreement”) is entered into this 7th day of May, 2026 (the “Effective Date”) by and between **Hurricane City**, a municipal corporation and political subdivision of the State of Utah, with principal offices at **147 N 870 W, Hurricane, Utah 84737** (the “City”) and **Forged Fiber 37, LLC**, a telecommunications provider with its principle offices at **208 S. Akard St. Dallas, TX 75202** (the “Provider”). The CITY and the PROVIDER may sometimes be referred to herein collectively as the “Parties”.

RECITALS

WHEREAS, the Provider desires to provide telecommunications services within the City and, in connection therewith, to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City which consists of telecommunication lines, cables, and all other necessary appurtenances (the “System”); and

WHEREAS, after extensive consideration, the City, in exercising its management of public rights-of-way, has determined that it is in the best interest of the public to provide the Provider a non-exclusive franchise agreement to operate a telecommunications network within the City; and

WHEREAS, the City has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City and the Provider have negotiated an arrangement whereby the Provider may provide its services within the City pursuant to the terms and conditions outlined in the Agreement and all applicable City ordinances, including Title 7, Chapter 12 of the City ordinances, and subject to the further reasonable regulation under the City’s police and other regulatory power.

AGREEMENT

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

**ARTICLE I
FRANCHISE AGREEMENT**

1.1 Agreement. Upon approval by the City Council and execution by both Parties, this Agreement shall be deemed to constitute a binding contract by and between the City and the Provider.

1.2 Grant of Franchise. The City, through this Agreement, hereby grants to the Provider the non-exclusive right, privilege, and franchise to install, repair, maintain, remove and replace its telecommunications system on, in, under, over and across the present and future public rights-of-way in the City in order to provide services.

1.3 Licenses. The Provider hereby acknowledges that it has, or will, obtained any and all necessary approvals, licenses or permits required by federal, state and local law to provide telecommunication services consistent with the provisions of this Agreement.

1.4 Financial Capability. The Provider hereby warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.5 Relationship of Parties. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.6 Pole Attachments. The Provider's use of City poles, if any, is regulated by Hurricane City Code sections 7-12-13 and 7-12-13, as may be amended.

**ARTICLE II
FRANCHISE FEE**

2.1 Franchise Fee.

a. This agreement is subject to the Utah Municipal Telecommunications License Tax Act Title 10, Chapter 1, Part 4, Utah Code Annotated, 1953 as amended, enrolled at the time this agreement is signed or as may be amended. Provider shall pay the City's municipal telecommunications license tax of **3.5%** of the gross receipts from telecommunications service attributed to the municipality. Said tax shall be paid through the Utah State Tax Commission.

b. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

c. Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by the Provider. Interest shall accrue on late payments at the rate of **1 ½%** per month until paid. Compliance by the Provider with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

d. City shall have access to any and all of Provider's business records upon reasonable notice for the purpose of auditing compliance with the above tax provisions.

e. The Provider hereby represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build a network within the City to provide telecommunication services to customers within the City.

ARTICLE III TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to the Provider herein shall be for a period of fifteen (15) years commencing on the Effective Date first set forth above in this Agreement unless this Agreement is terminated sooner as provided herein. Prior to the expiration of the franchise term, Provider may apply to the City Council for an extension of this Agreement or for a new franchise agreement. The City Council may approve Provider's application upon terms and conditions acceptable to the City.

3.2 Rights of Provider upon Expiration or Revocation. Upon expiration of this Agreement, whether by lapse of time, by agreement between the Parties, or by revocation or forfeiture, the Provider shall have the right to remove from the City's rights-of-way any and all

of its system; however, in such an event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of-way for which such system is removed to as good a condition as the same was before the removal was affected.

3.3 Rights of City upon Expiration or Revocation. Upon expiration of the term of this Agreement, forfeiture, or lawful revocation of this Agreement, and if no renewal or extension thereof is agreed upon, the Provider may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the franchise. Alternatively, the removal or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement between the Parties or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this franchise Agreement against the Provider or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Provider shall work together to take all other actions deemed by the City as necessary and proper to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Provider.

ARTICLE IV

USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

4.1 Franchise Rights to Use the Public Rights-of-Way. The Provider shall have the right to use the public rights-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement and Hurricane City Code Title 7, Chapter 12; provided, however, that the Provider shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, in, under, along, over, across or within any right-of-way, City park, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, the Provider shall have the right to utilize any easements across private property granted to the City for utility purposes; provided, however, that the Provider obtain the City's prior written permission in each case and the documents granting any such easements to the City authorize such use. The Provider specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Agreement extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. The Provider is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right of-way, and the Provider remains solely responsible to make any

arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Provider Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Provider or the Provider's successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Provider, upon notice of such requirement and written demand made of the Provider, and within a reasonable time thereof, but not less than thirty (30) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Provider shall be at no cost to the City; provided, however, that the Provider and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Provider to install or relocate its lines underground shall be subject to the provisions of Article IV, Paragraph 4.4 below. Notwithstanding anything to the contrary herein, the Provider's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and the Provider shall coordinate the placement of their respective facilities and improvements in a manner that comports with City policies, designs, and standards, and which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Provider Property; Emergencies. Except as otherwise provided herein, the City, without the prior written approval of the Provider, shall not intentionally alter, remove, relocate, or otherwise interfere with any Provider facilities. Approval by Provider will not be unreasonable withheld. However, if it becomes necessary (in the judgment of the Mayor, City Council, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Provider because of a fire, emergency, disaster, or other imminent threat thereof, these acts may be done without prior written approval of the Provider, and the repairs thereby rendered necessary shall be made by the Provider, without charge to the City. Should the City take actions pursuant to this section, the Provider shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Provider's property; and/or (b) interruptions of telecommunications services provided by the use of or through the Provider's property (including telecommunications services provided by the Provider to the Provider's customers), whether such claims, demands, liens, or liability arise from or are brought by the Provider, its insurers, the Provider's customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources,

the City shall include in its request the costs incurred by the Provider to repair facilities damaged by the City in responding to the emergency.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Provider shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and open property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If, during the course of work on its facilities, the Provider causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Provider, at its own cost and expense and in a manner approved by the City, shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement, or other public property to its previous condition in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in cases of emergency, the Provider, prior to commencing work in the public way, street or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Provider shall also be required to obtain a road break permit from the Public Works Department. Such permit shall not be unreasonably withheld. The Provider shall abide by all regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of twenty-four (24) months following the completion of the repair work performed pursuant to Paragraph 4.5 above, the provider shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired or replaced to the satisfaction of the City. However, when Provider cuts asphalt in a Right-of-Way, the Provider shall maintain the asphalt cut for perpetuity or until the roadway is repaved. Provider will comply with all applicable City Ordinances related to the posting of bonds and guarantee of repairs.

4.7 Safety Standards. It shall be the Provider's responsibility to ensure that the Provider's work, while in progress, be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations or standards imposed by law including, but not limited to, signage in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 City Supervision. The Provider shall construct, operate, and maintain its network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Provider. The Provider's network and all parts thereof within the City shall be subject to the right of periodic inspection by the City;

provided, however, that such inspection shall be conducted at reasonable times and upon reasonable notice to the Provider.

4.9 Provider's Duty to Remove Network.

a. The Provider shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

- i. This franchise grant is terminated or revoked pursuant to notice as provided herein; or
- ii. This franchise grant expires pursuant to the terms of this Agreement.

b. The removal of any or all of the network by the Provider that requires trenching or other opening of the City's streets shall be done only after the Provider complies with applicable City Ordinances related to opening City Streets.

c. The Provider shall receive notice in writing from the City setting forth one (1) or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Provider shall notify the City not less than three (3) business days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two (2) lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Provider, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Paragraph 4.7 above, and the City shall receive no less than 48 hours' notice of said closure.

4.11 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, the Provider expressly agrees to comply with all other provisions of City governing the construction and technical requirements of the Provider's network and system.

4.12 Maps and Records. After initial construction of the System is complete, the Provider shall provide the City with accurate copies of as-built plans and maps in a form and content prescribed by the City Engineer and agreed to by the Provider subject to applicable confidentiality protections claimed by Provider under the Government Records and Management

Act, Chapter 2, Title 63, Utah Code Ann., or its successor (“GRAMA”). These plans and maps shall be provided at no cost to the City. Provider shall make available to the City at one of the Provider's offices, upon reasonable advance written notice of no fewer than sixty (60) days and not more often than annually, such relevant information pertinent only to enforcing the terms of this Agreement in such form and at such times as Provider can reasonably do so. Subject to applicable laws, any information that Provider provides to the City, except as otherwise provided herein, is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Agreement. Except as otherwise provided herein, any such information provided to the City shall be returned to Provider following review, without duplication, unless Provider grants the City written permission to duplicate the information.

4.13 Trimming. Provider shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the City so as to prevent the branches of such trees from coming into contact with Provider’s facilities. Provider shall, when practical, provide notice to the City and to any property owner before commencing such work. Provider shall not be required to provide notice in advance of such work in emergency conditions.

ARTICLE V POLICE POWERS

5.1 Police Powers. The City hereby expressly reserves, and the Provider hereby expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI SEVERABILITY

6.1 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated

portion is considered a material consideration for entering into this Agreement, the Parties shall negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage its rights-of-way in a manner similar to that provided in this Agreement and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement and the City's excavation ordinance.

ARTICLE VII

EARLY TERMINATION; REVOCATION OF FRANCHISE; OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

a. The Provider fails to make timely payments of the Franchise Fee as required under Article II of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;

b. The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after a hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Provider;

c. The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be should under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) calendar days; or

d. In furtherance of the Provider's policy or through acts or omissions done within the scope and course of employment, a director or officer of the Provider knowingly engages in conductor makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

ARTICLE VIII NOTICES

8.1 Any notice or information required or permitted to be given to the Parties under this Agreement may be sent to the following addresses unless otherwise specified:

City:

Hurricane City
Attn: City Manager
147 N. 870 W.
Hurricane, Utah 84737

With a copy to:

Hurricane City:
Attn: City Attorney
147 N. 870 W.
Hurricane, Utah 84737

Provider:

Forged Fiber 37, LLC
208 S. Akard St.
Dallas, TX 75202

With an email copy to:

FF_Right_Of_Way@att.com

8.3 Failure of Designee. The failure or omission of the City's or the Provider's representative to act shall not constitute any waiver or estoppel by the City or the Provider.

ARTICLE IX INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or business loss (whether direct, indirect, or consequential), or any injury to or death of any person(s) that may occur in the construction, operation, or maintenance by the Provider of any of its lines and

appurtenances hereunder, except to the extent of the City' s own negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Provider Indemnification of City. The Provider shall indemnify and, at the City' s option, defend and hold the City, its elected and appointed officers, agents, and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Provider of the related rights, or from the operations of the Provider within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Provider' s negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement including construction, operation and maintenance of telecommunications lines and appurtenances, whether or not any such use, act or omission complained of is authorized, allowed, or prohibited by this Agreement; provided, further, that Provider' s indemnification obligations shall not extend to liability to the extent caused by negligence or willful misconduct by any Indemnitee.

9.3 Notice of Indemnification. The Provider shall give prompt written notice to the City of any claim, demand or lien that may result in a lawsuit against the City. The City shall (i) give prompt written notice to the Provider of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (ii) unless, in the City' s sole judgment, a conflict of interest may exist between the City and the Provider with respect to such claim, demand or lien, permit the Provider to assume the defense of such claim, demand or lien with counsel satisfactory to the City. Notwithstanding any provision hereof to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its elected or appointed officers, agents, or employees.

9.4 Insurance. The Provider shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Provider, its agents, representatives, or employees. The Provider shall provide to the City for its inspection an insurance certificate or memorandum of insurance prior to the commencement of any work or installation of any Facilities pursuant to this Franchise. Such insurance certificate or memorandum shall evidence:

A. Comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than (1) \$2,000,000.00 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.

C. Workers' compensation within statutory limits and employers' liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 bodily injury policy limit.

The liability insurance policies required by this section shall be maintained by the Provider throughout the term of this Agreement and such other period of time during which the Provider is operating without a franchise hereunder, or is engaged in the removal of its system. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Provider. The insurance required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Provider's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Provider's insurance and shall not contribute with it.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and which seeks indemnification from the Provider, and in which the City, in its own reasonable discretion, believes that a conflict of interest with the Provider exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Provider shall reimburse the City for all reasonable attorneys' fees including those employed by the City in such case (s), as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit(s), whether such suit(s) are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 No Creation of Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties, but is solely for the benefit of the Provider and the City. In the event any claim is made against the City that falls under these indemnity provisions and a court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Provider shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorneys' fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the Parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not, under any circumstances, relieve the Provider from its duty of defense against liability or paying any judgment entered against such party.

9.7 Performance Bonds and/or Cash Bonds and other Surety. To ensure completion of the Provider' s performance of its obligations hereunder, the Provider shall furnish to the City a \$50,000 performance bond and/or \$50,000 cash bond from an insurer or guarantor that is acceptable to the City prior to commencing any action pursuant to this Agreement. At the City's sole discretion, and based on the project, a performance bond and/or cash bond may be required.

ARTICLE X REMEDIES

10.1 Duty to Perform. The Provider and the City hereby agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Provider or the City fail to fulfill any of their respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Third Party Beneficiaries. The benefits and protections provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party hereto and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto.)

10.4 Reserved Rights. Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

10.5 Force Majeure. The Provider shall not be held in default or non-compliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond the Provider' s ability to control; however, the Provider shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce such prompt compliance.

10.6 No Waiver. Nothing herein shall be construed as to imply that the City waives any right, payment, or performance based on future legislation where said legislation impairs this Agreement in violation of the United States or Utah Constitutions.

ARTICLE XI TRANSFER OF FRANCHISE

11.1 Written Approval Required to Transfer. The Provider shall not transfer or assign any rights under this Agreement or the franchise granted herein to another entity unless the City first gives its approval in writing, which approval shall not be unreasonably withheld or delayed; provided, however, that the Provider may fully assign the franchise contained herein to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the franchise as property subject to the liens of the Provider's mortgages or other security interests shall not constitute a transfer or assignment. The City may withhold approval of a proposed transfer or assignment if the City Council finds that, based on the standards set out in Hurricane City Code 7-12-5, as may be amended, approval is not in the public interest. A lease of the Provider's system to a third party shall not constitute a transfer or assignment of the franchise for purposes of this Agreement. Any attempted assignment or transfer without such prior written consent shall constitute a default of the franchise and this Agreement. In the event of such a default, the City may proceed according to the procedures set forth in this Agreement and any applicable state, federal or local law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of the Provider's franchise is scheduled to become effective, the Provider shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City may withhold approval of a proposed transfer or assignment if the City Council finds that, based on the standards set out in Hurricane City Code 7-12-5, approval is not in the public interest.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit acknowledging that it has read, understands, and intends to abide by this franchise Agreement.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of the Provider, except that an assignment or transfer shall not relieve the Provider of its liabilities under this franchise Agreement until the assignment actually takes place or unless specifically relieved by federal, state, or local law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer upon Revocation by the City. The Provider and the City hereby agree that in the event of a lawful revocation of this franchise, at the Provider's request, which shall be made in the Provider's sole discretion, the Provider shall be given a reasonable opportunity to

effectuate a transfer of its network to a qualified third party. The City further hereby agrees that during such a period of time, it shall authorize the Provider to operate pursuant to the terms of its prior franchise Agreement; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If, at the end of that six (6) month period, the Provider is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, the Provider and the City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Provider's continued operation of its network during the six (6) month period shall not be deemed to be a waiver or extinguishment of any rights of either the City or the Provider. Notwithstanding anything to the contrary set forth herein, neither the City nor the Provider shall be required to violate federal or state law.

11.6 Abandonment of Facilities by the Provider. The Provider, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Provider shall have no further responsibilities or obligations concerning those facilities.

ARTICLE XII SERVICE AREA

12.1 Service Area. The Provider shall provide wholesale broadband transmission service to Internet Service Providers within the City boundaries (the "Service Area").

ARTICLE XIII GENERAL PROVISIONS

13.1 Binding Agreement. The Parties hereby represent that (i) when executed by their respective parties, this Agreement shall constitute all the legal and binding obligations of the Parties pertaining to the subject matter contained herein; and (ii) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs and successors, administrators and assigns of each of the Parties.

13.2 Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Utah. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Washington County, State of Utah or in any other successor district court of competent jurisdiction.

13.3 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder of this agreement from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.4 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.5 Applicability of Hurricane City Ordinances. Except as expressly provided for herein, the terms, conditions, and requirements of Hurricane City Ordinance No. 2022-50, codified at Title 7, Chapter 12, shall apply to and govern the conduct and the relationship of the Parties as set out in this Agreement. For ease of reference, a copy of Ordinance No. 2022-50 is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

HURRICANE CITY, UTAH

Mayor Clark Fawcett

Date: _____

ATTEST:

CINDY BETEAG, CITY RECORDER

FORGED FIBER 37, LLC

By: _____

Title: _____

EXHIBIT A

Ordinance No. 2022-50

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 7, CHAPTERS 4, 8, 10, 11; AMENDING TITLE 13, AND CREATING TITLE 7,
CHAPTER 12 OF THE HURRICANE CITY CODE REGARDING UTILITY
FRANCHISES**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 7, Chapters 4, 8, 10, 11; amend Title 13, and create Title 7, Chapter 12 of the Hurricane City Code regarding utility franchises;

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

BE IT HEREBY ORDAINED that Title 7, Chapters 4, 8, 10, and 11 are all reserved, that Title 13 is reserved, and that Title 7, Chapter 12 is created as follows:

**TITLE 7, CHAPTER 4 – RESERVED
TITLE 7, CHAPTER 8 – RESERVED
TITLE 7, CHAPTER 10 – RESERVED
TITLE 7, CHAPTER 11 – RESERVED
TITLE 13 – RESERVED**

**TITLE 7 – PUBLIC WAYS AND PROPERTY
CHAPTER 12 – UTILITY FRANCHISES**

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Sec. 7-12-20. Removal of System; Abandonment of Systems.

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Sec. 7-12-22. Revocation of Franchise; Fines and Penalties.

Sec. 7-12-23. Indemnification and Defense.

Sec. 7-12-1. Findings; Authority.

A. *Findings.* The City finds as follows:

1. Franchise Standards. It is in the interests of the public to allow certain franchises within the City and to establish standards for Providers in a manner that:
 - a. Establishes minimum standards and criteria for franchising Providers utilizing public Rights-of-Way;
 - b. Fairly and reasonably compensates the City on a competitively neutral and nondiscriminatory basis as provided herein;
 - c. Encourages competition by establishing terms and conditions under which Providers may use the rights-of-way to serve the public;
 - d. Protects the public interests and the City from any harm that may flow from such commercial use of Rights-of-Way;
 - e. Protects City police powers and the City's Rights-of-Way management authority in a manner consistent with federal and state law;
 - f. Protects the public interests in the development and use of the City infrastructure;
 - g. Protects the public's investment in improvements in the Rights-of-Way; and
 - h. Appropriately limits barriers to entry of franchising Providers.
2. Public Rights-of-Way. It is necessary and appropriate to develop uniform minimum standards for use of the public Rights-of-Way and to simplify City management of the rights-of-way. Public Rights-of-Way within the City:
 - a. Are critical to the travel and transport of persons and property in the business and social life of the City;
 - b. Are intended for public uses and must be managed and controlled consistent with that intent;
 - c. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare and general economic well-being of the City and its citizens; and
 - d. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation and maintenance in the Rights-of-Way.
3. Compensation. The City should receive fair and reasonable compensation for use of the public Rights-of-Way in conjunction with franchises.
4. Local Concern. The regulation of utilities and services within the Rights-of-Way is of local concern.

5. Development of Services. It is in the best interests of the City's taxpayers and citizens to promote the rapid development of services, including into areas of the City previously developed, on a nondiscriminatory basis, to assure the availability of services to the entire community.
- B. *Authority.* The City adopts this chapter pursuant to its power to manage public Rights-of-Way; to ensure that those rights-of-way are used for public purposes; and to receive fair and reasonable compensation for the use of rights-of-way by Providers pursuant to common law, the Utah Constitution, and statutory authority.

Sec. 7-12-2. Definitions.

For purposes of this chapter, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section. The words "shall" and "will" are mandatory, and "may" is permissive. Undefined words shall have their common and ordinary meaning.

Antenna means communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless service.

Applicable Codes means the Utah State Code, Hurricane City Code, International Building Code (IBC), the International Fire Code, the National Electrical Code (NEC), National Electric Safety Code (NESC), as adopted and amended under Utah Code Annotated title 15A, State Construction and Fire Codes Act.

Applicable Standards means the structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

Applicant means a Provider or their authorized agent who submits an application for an agreement or other authorizations that may be granted under this chapter.

City means Hurricane City, Utah, a Utah municipal corporation.

Eligible Support Structure means any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant Application is filed with the City.

Franchise Agreement means a contract entered into in accordance with the provisions of this chapter between the City and a franchisee that sets forth the terms and conditions under which a Provider is authorized to place facilities in Rights-of-Way to provide utility, communications, video, telecommunication, or similar services.

Gross Revenue means all revenue or receipts derived by a Provider, or an affiliate of a Provider, in connection with its provision of services in the City governed by a Franchise Agreement. For purposes of revenue generated in relation to telecommunication services provided within the City, the definition of 'gross receipts' found in Utah Code Title 10, Chapter 1, Part 4, as amended, governs and applies. Gross Revenue includes all revenues of a provider

that may be included as gross revenue within the meaning of Utah Code Title 11, Chapter 26, as amended.

Monopole means a structure in the right-of-way erected by an applicant or provider specifically to support SWFs.

Nondiscriminatory describes the equal treatment of similar situated entities unless there is a reasonable, competitively neutral basis for different treatment.

PSC means the Public Service Commission or any successor thereto.

Person includes any individual, corporation, partnership, association, joint stock company, trust or any other legal entity, but not the City.

Provider means a provider of utility, wireless, communication, or similar services that utilizes Rights-of-Way or other City-owned or City-controlled property to provide the service. A Provider includes, but is not necessarily limited to, a person or entity that has entered into a Franchise Agreement with the City.

RF means radio frequency.

Related Accessory Equipment refers to equipment used in conjunction with an Antenna or other component of SWFs which may be attached to a wireless support structure or located on the ground at or near the base of a wireless support structure.

Rights-of-Way or *Right-of-Way* refers to any area within, on, above and below alleys, public roads, highways, streets, easements, and other similar public property, and may include sidewalks, park-strips and other areas associated with them and controlled by the City, primarily dedicated to, designed for or actually and customarily used for vehicular or pedestrian travel, and which, by their nature, may properly be used for installation of a utility or communication system, or any dedicated general public utility easement that the City may authorize a Provider to use.

Service Area means the geographic area in which a Provider is authorized and required to provide services.

Subscriber means any person or entity lawfully receiving service(s) from Provider or an affiliate of Provider.

Small Wireless Facility (SWF) means a wireless facility on which each provider's Antenna could fit within an enclosure of no more than six cubic feet in volume and for which all related accessory equipment, whether mounted on the pole or the ground, is cumulatively no more than 28 cubic feet in volume.

Sec. 7-12-3. General Provisions; Scope and Application.

- A. *Franchise Required.* Every Provider shall apply for and obtain a Franchise Agreement, easement, or other authorization approved by the City Council prior to placing any infrastructure or facilities in a Right-of-Way.
- B. *Operations on City-Controlled Property.* Subject to the requirements and considerations of this chapter, the City Council may grant to any person a franchise, easement, or other appropriate authorization on such terms and conditions as it deems reasonable, for the purpose of entering upon, constructing, building, operating, and maintaining any business or for other use of the property owned or controlled by the City. Franchises, easements, and authorizations shall be construed narrowly; no rights shall pass by implication.
- C. *In writing.* Any franchise, easement, or other authorization granted by the City shall be in writing and any franchise, easement, or other authorization not in writing shall be void.
- D. *Nature of franchise.* A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right and consent to install, repair, maintain, remove, or replace facilities on, over and under the rights-of-way for the limited purposes and for the limited period as stated in a Franchise Agreement. Except as provided in this chapter, the right may not be subdivided, assigned or subleased. A Franchise Agreement does not excuse a Provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the City's property. This subsection shall not be construed to prohibit a Provider from leasing conduit to another Provider, so long as the lessee has obtained a franchise.
- E. *Authorizations nonexclusive.* Franchises, easements, or other authorizations granted by the City shall be nonexclusive.
- F. *Applicability; Conflicts.* This chapter shall be construed and applied in a manner consistent with all applicable federal and state statutes. To the extent the provisions of this chapter conflict with applicable federal or state statutes, the federal or state statutes shall govern and this chapter shall be applied accordingly. This chapter shall apply to all franchises granted or renewed after the effective date hereof. This chapter shall further apply, to the maximum extent permitted by applicable federal or state law, to all existing franchises granted prior to the effective date hereof and to a provider providing services, without a franchise, prior to the effective date hereof. The revisions to this chapter adopted by ordinance and codified herein do not relieve a franchisee of any obligations that are included in an existing Franchise Agreement or that were relied on in the City's approval of an existing franchise.
- G. *Enforcement conditions.* In addition to containing such terms as the City may lawfully require, any Franchise Agreement granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, liquidated damages, as appropriate, and rights of termination or revocation.
- H. *City failure to enforce.* A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any Franchise Agreement granted pursuant to this chapter by reason of any failure of the City to enforce prompt compliance.

- I. *Exercise of police power.* To the full extent permitted by applicable law either now or in the future, the City reserves the right to adopt or issue such rules, regulations, orders or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

Sec. 7-12-4. Application for Franchise.

- A. *Application fee.* Every application for a franchise shall be accompanied by a nonrefundable application fee as may be set by the City Council from time to time by resolution and an agreement to pay reasonable costs incurred by the City to pay the costs of studying, investigating, and otherwise processing such application. City may require payment of a deposit to ensure payment of said reasonable costs incurred.
- B. *Information required.* A Provider seeking a Franchise Agreement, easement, or other authorization shall file an application with the City Recorder. The application shall contain or be accompanied by the following information:
 1. The name, address, and telephone number of the applicant.
 2. A detailed statement of the corporate or other business entity organization of the applicant, including, but not limited to, the following:
 - a. The names, residence addresses and business addresses of all officers, directors and partners or business associates of the applicant.
 - b. The names, residence addresses and business addresses of all persons and entities having controlling, or being entitled to have or control five percent or more of the ownership of the applicant, and the respective ownership share of each such person or entity.
 - c. The names and addresses of any parent of the applicant to the ultimate parent; and the names and addresses of each entity responsible in whole or in part for management or operation of the applicant, along with a description of the nature of the responsibilities of such entity or entities.
 - d. A description of the services intended to be provided by applicant.
 - e. A description of the previous experience of the applicant in providing services and constructing systems used to provide services; and an identification of all communities in the state where applicant, or any affiliate, provides services.
 - f. Certification of the Provider's financial ability to compensate the City for Provider's intrusion, maintenance, and use of the Rights-of-Way, as well as Provider's ability to make payments owed to the City during the term of any Franchise Agreement.
 - g. Information showing that the applicant has the technical and financial resources to build and operate any infrastructure or facilities that will be placed in Rights-of-Way.
 - h. Information regarding the character qualifications of the applicant.
 - i. A copy of the order from the PSC granting a certificate of convenience or necessity, if applicable.
 3. A detailed description of the proposed plan of operation of the applicant, which shall include, but not be limited to, the following:

- a. A map or maps showing the precise geographic area for which applicant seeks a Franchise Agreement.
 - b. Plans showing any existing locations of the system that will be used to provide services.
- C. *Additional information.* The City may request such additional information as it deems necessary to determine whether or not the application should be granted. The failure to file a complete application, or to provide additional information requests, is grounds for rejecting or denying an application.
- D. *Determination by City.* The City Council shall determine whether to award any franchise, easement, or other authorization based on and taking into account considerations relevant to the use of the Rights-of-Way and the public interest, health, and safety, without competitive bidding.
- E. *Renewals.* Franchise renewals shall be according to applicable state and federal law. The City and grantee by mutual consent, may enter into renewal negotiations at any time during the term of the franchise.

Sec. 7-12-5. Standards For Granting or Denying Applications.

- A. *Standards.* The City Council may schedule such public hearings and conduct such investigations as are necessary to determine whether granting the application is in the public interest, considering the following:
 - 1. The qualifications of the applicant, including but not limited to the following:
 - a. Years in business;
 - b. Number of employees and crews;
 - c. Existing infrastructure in southern Utah;
 - d. Number of redundant carriers, if any;
 - e. Amount of equipment;
 - f. Adequate General Liability insurance;
 - g. Existing relationships with other municipalities;
 - h. References from other municipalities;
 - i. Employee certifications related to the installation and maintenance of the proposed system;
 - j. Products or services offered by Provider;
 - k. Whether customer support services are locally situated;
 - l. Availability of physical path redundancy by Provider;
 - m. Capabilities of Provider's network;
 - n. Provider's historical gross and net revenues;
 - o. Ability of Provider to timely serve brownfield or legacy areas;
 - p. Availability of local technical support.
 - 2. Whether the application for construction and extension of the system is reasonable, considering the needs of the community;
 - 3. Whether the application, if granted, is likely to result in any portion of the City being unserved or underserved by the proposed system;
 - 4. Whether the application, if granted, would limit or enhance competition in the provision of communications services in the City;

5. Whether the applicant is willing and able to comply with its obligations under applicable law, and to agree to franchise conditions to protect the City against harm and liability, and ensure the franchise is enforceable;
 6. Whether the applicant is willing to agree to conditions that ensure that entities using its system can comply with conditions imposed under other provisions of this Code, including, without limitation, obligations imposed under chapter 10 of this title and title 13, chapter 1 of this Code and franchises issued thereunder;
 7. Whether the application requires the City to agree to conditions, or viability of the system depends upon, conditions that may harm consumers;
 8. Whether similar services are already available within the City; and
 9. Any other relevant information related to the applicant's proposed franchise.
- B. *Conditions.* The City Council may deny an application under this chapter or condition the approval of an application on such conditions, terms, requirements, or restrictions as it finds necessary to protect the public interest.

Sec. 7-12-6. Extension of Service; Duty to Serve; Community Access Services.

- A. *Minimum Service Area.* Except as provided in this section, the City shall not approve any franchise that provides for a Service Area smaller than the City boundaries, as it existed as of the effective date of the Franchise Agreement. The City may grant a franchise that permits a grantee to serve areas annexed after the effective date of the franchise. The foregoing does not apply where an applicant shows that the Service Area is economically infeasible; that granting a franchise for a smaller area will not adversely affect the development of competition throughout the City; and that the proposed Service Area is such that granting a franchise for that area will not unfairly disadvantage any franchised Provider.
- B. *Time to provide service.* A Provider must complete construction of its system within a reasonable time, so that it passes by all dwelling units within its Service Area, which time shall be specified in the franchise and subject to the density requirements in subsection D of this section.
- C. *Sequence of construction.* As a condition of receiving a franchise, each Provider must submit a plan for the sequence of construction that ensures it does not discriminate against residents of the City based on income. The plan must show the timing of construction by geographic area and the schedule for completion of construction by geographic area. A schedule for completion of construction may be tied to the success of the applicant in the marketplace. In determining whether the plan is acceptable, the City may take into account:
1. The amount of time required to build out the system to serve the City;
 2. The amount of construction required to serve the Service Area; and
 3. The time required to provide the applicant reasonable opportunities to recover its investment.
- D. *Extension of Service and Density requirements.* A Provider may, but is not required to, serve any portion of its Service Area where the density is less than five dwelling units per linear quarter mile unless the potential Subscriber agrees to pay extension charges as provided in this section. In extending service, the following requirements shall be met:

1. In any portion of the Service Area where the density is five dwelling units or more per linear quarter mile, a Provider shall provide service to any person that requests it at its normal connection fee; provided that Provider is able to reasonably obtain all easements or permissions, if any, which are necessary to extend service relating thereto. Where the distance from the Right-of-Way to the demarcation point on the potential Subscriber's premises is greater than 150 feet, a Provider may charge an additional, reasonable fee to recover the actual costs of extending the system the additional distance.
 2. In areas with less than five residential units per linear quarter mile, a Provider shall offer a cost sharing arrangement with residents desiring service wherein each will bear their proportionate share of construction costs. For example, if there are four dwelling units per linear quarter mile, Provider must extend service if the potential Subscriber(s) are willing to each pay one-fifth of the cost of extending the system to pass by the dwelling unit(s), and the Provider must bear the remaining construction cost. Should additional residents actually subscribe to service in areas where Subscribers have already paid a proportionate share under the extension cost sharing formula, Subscribers who have previously paid a proportionate share shall be reimbursed pro rata for their contribution or proportional share thereof. In such case, the pro rata shares shall be recalculated and each new Subscriber shall pay the new pro rata share, and all Subscribers who previously paid a proportionate share shall receive pro rata refunds. However, one year after completion of a project, Subscribers who have paid a share of line extension costs shall no longer be eligible for refunds.
 3. The Subscriber who must pay additional amounts for extended connections or for distribution cable construction, as provided in subsection D2 of this section, shall be given a written estimate of the additional amount payable by them prior to their subscription, and they shall in no event be required to pay more than five percent over this estimate.
- E. *Extension of Service to Public Buildings and Facilities.* The density requirements of subsection D of this section do not apply to public buildings and public facilities. Upon request from the City, a Provider shall timely extend service to the public buildings and public facilities identified by the City. Franchise Agreements may contain a provision whereby the City makes certain concessions in exchange for services being provided to Public Buildings of Facilities free of charge.
- F. *Use of City-Owned Conduits or Facilities.* The City may allow or require a Provider to utilize City-owned conduits, infrastructure, or facilities to facilitate the Provider's ability to serve the Provider's service area, upon terms agreeable to the City.
- G. The City may require a Provider to provide reasonable in-kind consideration in the form of conduit, facilities, or capacity in order to promote educational and governmental uses of the system, or in connection with the City's promotion of public, educational or governmental uses of the system.
- H. In lieu of requiring a Provider to build out to service the entire City as described in this section, the City Council may require a Provider to contribute to a fund to ensure all portions of the City are served by an acceptable and equivalent system.
- I. The franchise fee and other consideration provided for under this chapter is not in lieu of any tax or assessment; any fee for the use of the Rights-of-Way payable by Provider to

provide any other service; or any fee designed to recover costs associated with managing the Rights-of-Way, including by way of example, permit fees and pole attachment fees.

Sec. 7-12-7. Reporting Requirements; Books and Records.

- A. *Reporting Requirements.* Each Provider shall prepare annual reports to monitor compliance with the terms of a Franchise Agreement. By January 31 of each year, each grantee shall provide the City with a detailed statement of revenues for the previous year derived in connection with the provision of services in the City, sworn as accurate by an officer of the Provider, which statement shall identify:
1. The number of Subscribers, by category of service;
 2. Service revenues, by category of service;
 3. Equipment revenues, by category of equipment;
 4. Other revenues, identifying the source of the revenues;
 5. The amount of any deduction from gross revenues, identifying the reason for the deduction, and the manner in which it was calculated;
 6. If revenues are allocated among the City and other entities, the total revenues, and the manner in which the revenues were allocated.
- B. The annual report shall be in a form the City prescribes, or if there is no form, in a form consistent with the manner in which Provider maintains its books and records.
- C. *Right to access.* The City shall have the right to review and make copies of books and records relevant to its enforcement of a Franchise Agreement and applicable law, including this chapter. Upon the City's request, books and records shall be produced at a convenient location in the City, or if books and records cannot be produced there, at a mutually agreeable location. To the extent the Utah Government Records and Management Act, Utah Code Annotated title 63G, chapter 2, and other applicable law permits, the City may agree in a Franchise Agreement that information contained within the books and records of Provider provided to the City shall be kept confidential by the City, and may agree to provide Provider reasonable notice of any request received by the City for disclosure of any books and records requested by Provider to remain confidential, so that the Provider may take appropriate action to protect confidential information from disclosure.
- D. *Prompt response required.* Provider shall promptly respond to requests for information from the City related to a Franchise Agreement or Provider's compliance with applicable law.
- E. *Audit.* In addition to other rights within this section, for the purpose of verifying the correct amount of the franchise fee, the books and records of the Provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records; provided that the City shall not audit the books and records of the Provider more often than annually. The Provider shall be required to reimburse the City the reasonable costs of an audit if the audit discloses that the provider has paid 95 percent or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the Provider herein is found to be incorrect, then payment shall be made on the corrected amount within 30 calendar days of written notice. The City may accept any amount offered by the Provider to remedy the

incorrect payment, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

Sec. 7-12-8. Franchise Fee.

- A. *Terms of payment.* Each Provider shall pay a franchise fee in connection with provision of services in an amount calculated as a percentage of Provider's annual Gross Revenue, as defined in this chapter. The annual payment shall be 6% of the Provider's annual Gross Revenue or the maximum amount permitted under federal or state law, whichever is less. Franchise fees shall be paid on a schedule set out in a Franchise Agreement. To the extent federal or state law requires or allows a different government entity or agency to collect the fees, the Franchise Agreement may provide for such arrangement. Acceptance of payment shall not be construed as an accord that the amount paid is correct nor shall it be construed to release any claim which the City may have for any further sums payable under this section. Any franchise fees which remain unpaid after the dates specified herein shall be delinquent and shall thereafter accrue interest at 12.5% per annum until paid.
- B. *Exemption from rate limitations.* Nothing in this chapter prevents the City from securing an exemption from rate limitations as permitted by state law, including the exemption permitted by Utah Code 10-1-404, as amended. Upon satisfying the requirements for an exemption from rate limitations, the rates applied pursuant to this chapter shall be applied accordingly.
- C. *Costs.* A Provider shall pay to the City or to third parties, at the direction of the City, an amount equal to the reasonable costs and reasonable expenses that the City incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any franchise application, renewal, or Provider-initiated renegotiation of a Franchise Agreement; or amendment of this chapter; provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations.
- D. *Publication costs.* A provider shall assume any publication costs associated with its franchise that may be required by law.

Sec. 7-12-9. Term of Franchise.

A franchise granted pursuant to this Chapter shall be for a term established in a Franchise Agreement. In no event shall any franchise term exceed 15 years.

Sec. 7-12-10. Transfers of Franchise.

- A. *Consent of City required.* Unless specifically provided for in a Franchise Agreement and this chapter, a franchise or system shall not be sold, assigned, leased, subleased, mortgaged, transferred or conveyed in any manner whatsoever, either in whole or in part, voluntarily or involuntarily, nor shall any right, title or interest therein, either legal or equitable, pass to or vest in any person or entity other than the person or entity named as the Provider in the Franchise Agreement without the prior written consent of the City, obtained in accordance with the provisions of this section. Any attempt by the Provider

to sell, assign, transfer or convey any interest in the franchise without obtaining the prior written consent of the City shall constitute a default in the Franchise Agreement.

- B. *Changes of control included.* A "sale," "transfer" or "conveyance" of the franchise shall include any acquisition of the controlling interest of Provider, whether through purchase of stock, merger, consolidation or any other change of control. Without limiting the foregoing, a rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 20 percent of the voting interest or management control of the Provider.
- C. *Considerations of City.* At least 120 days before a proposed sale, assignment, transfer or conveyance of a Provider's franchise is scheduled to become effective, such Provider shall petition in writing for the City's written consent to the proposed sale, assignment, transfer or conveyance. The City will not unreasonably withhold its consent, but without limitation, it may consider the technical ability, financial capability, legal qualifications and general character qualifications of the purchaser, assignee or transferee, including its experience and service record in other communities. A request for consent to the sale, assignment or transfer hereunder shall be made to the City in writing and the Provider and the proposed purchaser, assignee or transferee must cooperate with the City in its investigation of the transfer. A request for consent may be denied if the Provider or proposed purchaser, assignee or transferee fail to timely provide the City information the City requests in connection with its review of the transfer.
- D. *Approval without response.* The City shall be deemed to have approved a proposed sale, transfer or assignment in the event that its response is not communicated in writing to the Provider within 120 days following receipt of the petition for consent to the proposed sale, transfer or assignment, unless the City and Provider agree to an extension of this period, subject to the following conditions:
1. Transferee shall assume all obligations and liability of the former Provider, known and unknown.
 2. An approval without response is not a representation, express or implied, that the Provider is in compliance with the franchise.
 3. A sale, assignment or transfer shall not relieve the former Provider of its liabilities under this chapter until the sale, assignment or transfer actually takes place unless otherwise specifically relieved by the City.
- E. *Approval where PSC approval is required.*
1. *Notification.* When a transaction requires the approval of the PSC, the Provider or its successor entity shall promptly notify the City of the nature of the transaction and provide a certification from the successor entity that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement and assumes all obligations thereunder; and the successor or entity is seeking, or has obtained, the approval of the PSC.
 2. *Where PSC approval is obtained.* Upon receipt of a notification and certification in accordance with subsection E1 of this section, the City shall send notice affirming the transfer of the franchise to the successor entity, the effectiveness of which shall be conditioned upon PSC approval, and compliance with any conditions established by the PSC. Provided that, if the City has good cause to believe that the successor entity may not comply with this Code or the franchise

agreement, it may require an application for the transfer. The application shall comply with, and shall be reviewed in accordance with this chapter.

- F. *Assignment for creditors.* Notwithstanding any other provision of this chapter or a Franchise Agreement:
1. A franchise shall automatically terminate by force of law 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the grantee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding.
 2. However, the franchise may be reinstated if, within the 120-day period:
 - a. The assignment, receivership or trusteeship is vacated; or
 - b. The assignee, receiver, or trustee has fully complied with the terms and conditions of this chapter and the Franchise Agreement and has executed an agreement, approved by a court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of the franchise agreement and this chapter.
- G. *Foreclosure or judicial sale.* Notwithstanding any other provision of this chapter:
1. In the event of foreclosure or other judicial sale of any of the Provider's system or associated property, the City may revoke the franchise at a public hearing before the City Council, by serving notice upon the Provider and the successful bidder at the sale.
 2. The franchise shall terminate 30 calendar days after serving such notice, unless:
 - a. The City approves the transfer of the franchise to the successful bidder; and
 - b. The successful bidder agrees with the City to assume and be bound by the terms and conditions of the franchise and applicable law.

Sec. 7-12-11. Continuity Upon Termination or Transfer.

In the event of a termination, revocation, or transfer of Provider's franchise for whatever reason, Provider shall ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. At the City's request, Provider shall cooperate with the City to operate Provider's system for a temporary period following termination or transfer of the franchise as necessary to maintain and to ensure an orderly transition from one operator to another to avoid disruption of public streets and public property, and to ensure continuity of service to Subscribers. During such period, the system shall be operated as if the terms and conditions of this chapter and Franchise Agreement continue to apply.

Sec. 7-12-12. General Conditions and Requirements for Use of Rights-of-Way.

Every Provider's system shall be subject to the following with respect to its facilities in the Rights-of-Way:

- A. *Quality and performance of work.* All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner, using materials of good and durable quality. If, at any time, it is

determined by an agency or court of competent jurisdiction, or by the City in the exercise of its lawful authority, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare then the Provider shall, at its own cost and expense, promptly correct all such conditions.

B. *Licenses and permits.* A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade, or repair the system, including, but not limited to, any necessary approvals from persons and/or the City to use private property, easements, poles, or conduits. A Provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval, or authorization is required.

C. *Relocation of system.*

1. *New grades or lines; excavation requirements.* If the City shall elect to alter or change the grade or location of any Right-of-Way, or if the City requires it as part of any public project, a Provider shall, at its own expense and within 30 days after written notice from the City, except as otherwise required by law, remove and relocate its system, and in each instance comply with the standards and specifications of the City, including the City's excavation ordinances. Provider's failure to comply with its obligation to remove or relocate its system pursuant to this chapter shall constitute a breach of the applicable Franchise Agreement.
2. *Relocation for other entities authorized to use Rights-of-Way.* A Provider shall promptly locate and relocate facilities to permit installation of additional utilities and infrastructure. A Provider's obligation to relocate facilities includes situations where development of roadways and utilities pursuant to City standards requires that the facilities be relocated. The costs to locate and relocate facilities shall be borne by the Provider.
3. *Emergency; City authority to move system.* The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of any system within the rights-of-way, in which event the City shall not be liable therefor to a Provider. The City shall notify a Provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this section.
4. *Temporary move for third party.* A Provider shall, upon prior reasonable written notice by the City or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A Provider may impose a reasonable charge on any person other than the City for any such movement of its systems.

D. *Protection of structures, landmarks.*

1. *Protection of City property.* In connection with the construction, maintenance, repair, upgrade or removal of the system, a Provider shall, at its own cost and expense, protect any and all existing structures and property belonging to the City and all designated landmarks, as well as all other structures within any designated

landmark district. A Provider shall obtain the prior written consent of the City to alter any water main, power facility, sewerage or drainage system, or any other City structure on, over or under the Rights-of-Way of the City required because of the presence of the system. Any such alteration shall be made by the City or its designee on a reimbursable basis. A Provider shall be liable for the costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City any City property, structure, or any other Rights-of-Way of the City involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a Provider.

2. *Restoring surfaces; fee or bond.* Without limiting the foregoing, in case of any disturbance of asphalt, pavement, sidewalk, driveway, or other surfacing, a Provider shall, at its own expense, replace and restore all asphalt, paving, sidewalk, driveway, or other surface of any Right-of-Way, street, or alley disturbed in accordance with the standards and specifications of the City. When a Provider cuts asphalt in a Right-of-Way, the Provider shall maintain the asphalt cut for perpetuity or until the roadway is completely repaved. The Provider shall fully comply with any ordinance adopted by the City requiring a road opening fee or bond to protect against the costs to the City if a Right-of-Way surface or other City infrastructure is disturbed and not properly restored.
- E. *Obstructions prohibited.* In connection with the construction, maintenance, upgrade, repair, or removal of a system, a Provider shall not unreasonably obstruct the Rights-of-Way of fixed guideway systems, railways, passenger travel or other traffic to, from or within the City without the prior consent of the appropriate authorities.
- F. *Location; minimum interference.* All structures, lines, pipes, and equipment installed by a Provider within the City shall be located and installed in accordance with City ordinances governing street excavation and use of public Rights-of-Way and shall be located so as not to obstruct or interfere with the proper use of Rights-of-Way and other public ways and places, and to cause a minimum of interference with the rights of property owners who abut any of the said Rights-of-Way alleys and other public ways and places, and not to interfere with existing public utility installations. All cables, wires, and associated equipment shall be installed, where possible, parallel with electric and telephone lines of the incumbent local exchange carrier, and shall utilize existing poles, conduits, and other facilities whenever possible. Any use of existing poles shall be conditioned on the approval of the Hurricane City Power Department as described in Section 7-12-13 of this Chapter.
- G. *Safety precautions.* A Provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A Provider shall comply with all applicable federal, state and local requirements, including, but not limited to, the National Electrical Safety Code.
- H. *Repair of Rights-of-Way.* If a Provider fails to maintain or restore public property, structures, or Rights-of-Way to the City's specifications and as set out in this chapter within a reasonable time, specified by the City, the City may after notice, or without notice if an imminent danger exists, repair the property itself, and the Provider shall

compensate the City for all costs it incurs in connection with the same. The City shall submit to such a provider an itemized statement of the cost incurred and the provider shall, within 30 days after receipt of the statement, pay to the City the invoiced amount. The City shall not be liable to Provider, and Provider shall defend and indemnify City, for any damage or loss incurred by Provider relating in any way to the City's repair or maintenance of the public property.

I. *Inspection and supervision of construction.*

1. At all reasonable times, a Provider shall permit examination by any duly authorized representative of the City of the system and its effect on the Rights-of-Way.
2. The City may require a Provider to prepare reports regarding the progress of work being performed, or that it is required to perform, in the Rights-of-Way.

J. *Trimming trees; authority.* A Provider may trim any trees upon and overhanging the streets, alleys, sidewalks, public easements, or Rights-of-Way of the City so as to prevent the branches of such trees coming in contact with the wires and cables of the Provider, provided that the Provider complies with all applicable City ordinances governing tree pruning or trimming. The Provider is responsible for harm caused to the trees by improper pruning or trimming. Prior to undertaking any tree trimming, Provider shall notify City and/or other property owner of Provider's intent.

Sec. 7-12-13. Underground installation of facilities; Pole Agreements.

- A. *Underground installation.* A Provider shall construct and install its system underground, unless a Provider secures authorization to construct its system aboveground or secures a pole agreement from the City as described in this section.
- B. *Provider's use of City's utility poles.* The Hurricane City Power Department may, in its sole discretion; (1) permit a Provider to construct and install its system aboveground or (2) enter into a pole agreement with a Provider to allow a Provider to place system components on a City's utility pole, based on the following considerations:
1. The feasibility of placing the Provider's system underground;
 2. The negative impacts on City property of placing the Provider's system underground;
 3. The negative impacts on the City's ability to manage, maintain, and utilize the City's utility poles if the Provider's system is placed aboveground or on the City's utility poles;
 4. Whether the Provider's request to place the system above ground is in an area of the City where cables, wires, and other like facilities of all other public utilities are placed underground; and
 5. Whether requiring the system to be placed underground will limit the ability to provide services to certain areas within the City.
- C. *City use of pole and conduits in Rights-of-Way.* Subject to any applicable state or federal regulations or tariffs, the City shall, after giving written notice, have the right, without cost, to make use of any poles or conduits controlled or maintained by or for use of the Provider that are located in any Right-of-Way. Such use by the City shall not interfere with current or future use by the Provider.

- D. *Use by others of poles.* In cases where access to a Provider's poles are not regulated by the Public Service Commission or by the Federal Communications Commission:
1. If another public utility is denied the privilege of utilizing poles or wire holding structures constructed and installed by the Provider within a Right-of-Way; and
 2. The City finds that such use would enhance the public convenience and would not unduly interfere with the Provider's operations.

The City may require the parties to enter into a mutually agreeable joint pole use agreement with respect to the then unused capacity until such time as the poles and wire holding structures are needed by the owner thereof, so as to avoid proliferation of poles and wire holding structures, and may set the terms and conditions for access if the parties cannot agree, in a manner consistent with the manner in which rates are set for poles under 47 USC section 224, or under state law.

- E. With respect to any portion of the system constructed and installed aboveground, the Provider shall, at its sole expense, reconstruct and reinstall such system underground pursuant to any project under which like facilities of similar systems are placed underground or wherever the owner of a pole on which the Provider is located moves its equipment underground.
- F. Electronic equipment may be placed aboveground in appropriate structures where existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe. The installation of Small Cell Infrastructure shall comply with the provisions of this chapter.

Sec. 7-12-14. Pole Attachment and Loading Analysis Requirements.

- A. *Applicability.* This section applies to any Provider-installed or Provider-owned equipment or infrastructure placed on any Eligible Support Structure, whether City-owned or Provider-owned, including any Related Accessory Equipment.
- B. *Requirements.*
1. *General.*
 - a. All pole attachments shall be properly engineered and assure the ongoing safety and reliability of the City's systems.
 - b. All attachments shall be reviewed and approved by the Hurricane City Power Department in conformance with the City's design and specification standards and policies.
 - c. Pole agreements are required before the placement of any attachment onto a City-owned pole.
 - d. A complete pole loading analysis (PLA) shall be submitted for all pole types and locations indicated requiring a PLA. Other locations or structure types may also require a PLA to be completed as determined by the City.
 - e. The PLA must be completed by a professional engineer licensed in the state and approved by the City. The PLA shall be signed and sealed by the engineer completing the analysis.
 - f. Attachments without proper analysis and approval shall be promptly removed.
 2. *Pole types and conditions requiring a PLA.*
 - a. A PLA is required for the following structure types:
 - i. Poles with angles greater than ten degrees (guyed or un-guyed);

- ii. Poles with spans larger than 200 feet;
 - iii. Poles with circuit taps (power or communication);
 - iv. All poles where the City conductors are dead ended;
 - v. Poles with transformers, capacitors or other equipment installed;
 - vi. Poles that are less than Class 3; or
 - vii. Poles that are over 20 years old. Poles with more than two attachments in addition to the City's electrical primary, secondary and neutral attachments; and
- b. Other locations not addressed above identified by the City that pole strength or clearance concerns are identified.
3. *Pole loading analysis submittal requirements.*
- a. The attaching entity is responsible for all required field and engineering work required to perform the PLA.
 - b. Submittal documents required:
 - i. Detailed map showing the location(s) of the proposed attachments and project scope.
 - ii. Structure details showing existing framing as well as new attachments and/or proposed modifications to the structures. Identification of the owners of existing wires, cables and equipment shall be shown.
 - iii. The structure drawings shall identify existing attachments that will be or are no longer in use. All unused cables, wires, equipment shall be removed from the pole(s) as part of the proposed attachment project.
 - iv. Complete loading and strength calculations meeting the requirements outlined in this section.
 - v. For wireline attachments, plan and profile drawings shall be included with the analysis.
 - a. The pole loading analysis shall use the following criteria and standards:
 - i. Pole loading shall meet the requirements of the latest version of the National Electric Safety Code (NESC).
 - ii. Loading zone: NESC medium.
 - iii. Construction grade: Grade B.
 - iv. Design wire/cable ground clearances shall exceed the NESC requirements by at least one foot to account for variations in the field. All clearances shall be based on the worst-case temperatures or wire/cable loading which cause the highest amount of sag.
 - v. An analysis including but not limited to the poles, guys, anchors, support arms and other components shall be included in the PLA.
 - vi. Supply, communication, support and work safety zone spaces are to be indicated in the drawings.
 - b. Proposed pole configurations shall meet current City construction standards details.
 - c. All new or replaced poles shall have a minimum reserved capacity of:
 - i. Five percent for poles supporting single circuit lines.
 - ii. Fifteen percent for poles supporting double circuit lines.

- d. The PLA will be valid for a time period of no longer than six months from the time of the application submission. After this six-month period a new PLA will be required.

Sec. 7-12-15. Small Cell Infrastructure.

This section applies to and governs Small Wireless Facilities (SWF) and related equipment and facilities.

A. *General standards.*

SMALL CELL EQUIPMENT STANDARDS

Aesthetics	Equipment should match the aesthetics of surrounding poles.
Cables	All cables should be clearly labeled for future identification.
Cantennas	Antenna must be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and antenna is required.
Color	All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.
Conduits	All cables shall be in conduits made of a material approved by the Hurricane City Power Department and shall be flush with the pole unless required to be installed inside the pole.
Design wind velocity	All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, antenna and other attachments to be used shall be designed for a minimum of 115 miles per hour wind velocity in accordance with Applicable Standards. Snow loading and other local conditions shall also be included in the pole design.
Equipment access doors	Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet Provider's requirements. The City may require access, but Provider must grant permission.
External shrouding	The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole.
Ground mounted equipment box	Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.
Hardware attachment	All hardware attachments should be hidden. Welding onto existing equipment is not permitted.
Height of equipment on pole	The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.
Internal installs	Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.

Lights	There shall be no lights on the equipment unless required by federal law.
Pole height	No pole for small cell equipment shall exceed 50 feet in height. Attached antenna may be up to 10 additional feet for a total of 60 feet.
Power meter and service disconnect	Required by the City and in a location that: 1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the Right-of-Way, and 2) minimizes its aesthetic impact.
Sidearm installs	If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.
Stickers	Any on-pole cabinet and ground mounted utility box should be labeled: 1) a RF warning sticker, background to match pole color, no larger than 4 x 6 inches, facing to the street near the elevation of the antenna; 2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number; and 3) no advertising, logos or decals.
Width	May not exceed in width the diameter of the pole by more than 3 inches on either side.

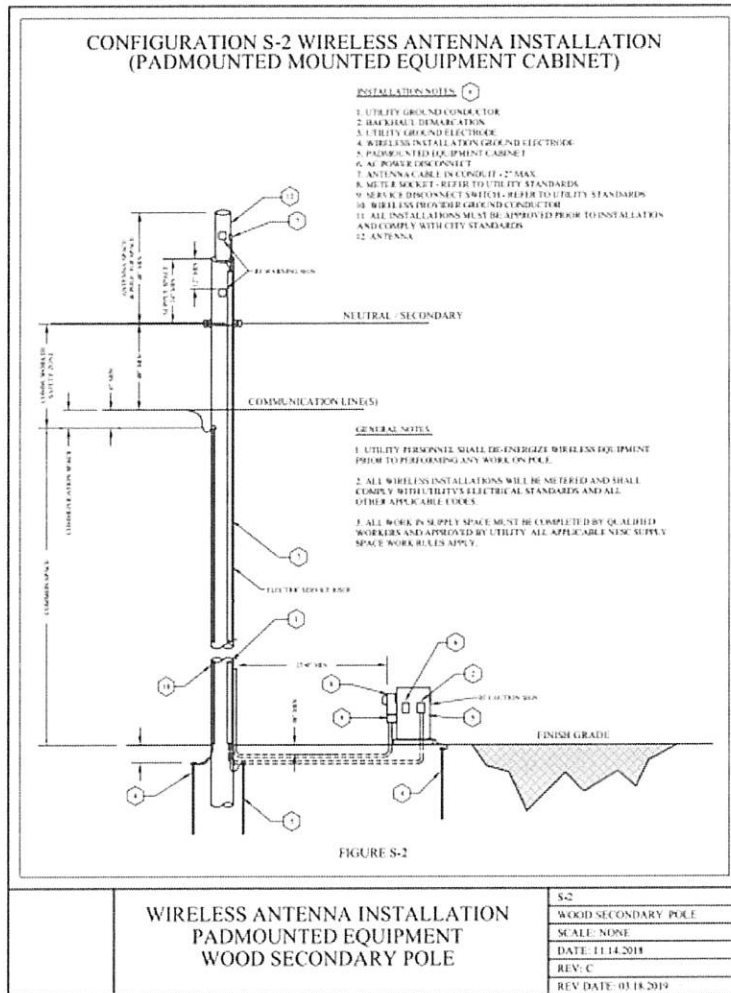
C. *General requirements.*

1. *Noise limitation.* System must meet the City-required noise limitation for ambient sound.
2. *Pole aesthetics.* Provider should provide detailed proposed pole aesthetics as part of their application.
3. *Position.* Poles shall not significantly obstruct property sight lines at the intersection of property lines and shall provide clearance for existing utilities. It is preferred that new poles be located in park strips.
4. *Right-of-Way position.* All equipment located within the public Right-of-Way shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
5. *Power and ground utility box.* Shall comply with all City and local code requirements. Backup batteries are not allowed.
6. *Permit and review.* All installations are subject to the City permit application and review process.

D. *Attachments to utility poles.*

1. *General requirements.*
 - a. All attachments to existing utility poles within the City Right-of-Way require an encroachment permit, prior to installation.
 - b. For a given pole location either pole mount or ground mount equipment shall be utilized; Both are not allowed at the same structure. Backup power devices are not allowed.

- c. A maximum of two enclosures including the disconnect and antenna shall be installed at each utility pole location. If ground-mounted enclosures are used pole mounted enclosures are not allowed.
 - d. If the City elects to move the utility lines underground after the Small Cell Infrastructure is installed, all carrier equipment shall be removed and relocated by Provider at not cost to the City.
 - e. Strand-mounted small cell devices are not allowed.
 - f. Provider shall submit evidence that the existing poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. Provider shall also obtain and submit a letter of approval from the Hurricane City Power Department for the small cell equipment to be installed on the specific pole. The provider must comply with the City's pole attachment and loading requirements of this section.
 - g. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. The report shall be submitted to the City and the Hurricane City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
 - h. Provider shall provide a disconnect so that the City has the ability to easily shut off radio signals and power while working on the pole.
2. *Equipment color.* Equipment should be colored to match pole.
3. *Equipment shroud.*
- a. The maximum dimensions for pole-mounted equipment shrouding shall be 38" H x 16" W x 12" D.
 - b. All hardware attachments shall be hidden to the maximum extent possible.
 - c. A maximum of two equipment shrouds, containing all required small cell equipment, shall be installed per pole. Provided, however, that one additional equipment shroud shall be allowed per pole if the antenna is located within the second equipment shroud.
4. *Cantenna.*
- a. If a cantenna is located on top of the pole the outer diameter shall be a maximum of 14 inches and the cantenna shall be no more than five feet tall, including antenna, radio head, mounting bracket, and all other hardware necessary for a complete installation.
 - b. If the cantenna is mounted to the side of the pole it shall be located inside a shroud of 5.5 cubic feet maximum. The width, depth, or diameter of the shroud size shall not be greater than 16 inches (maximum).
5. *Exhibit.* The following image exhibits some of the requirements of this section for attachments to utility poles:



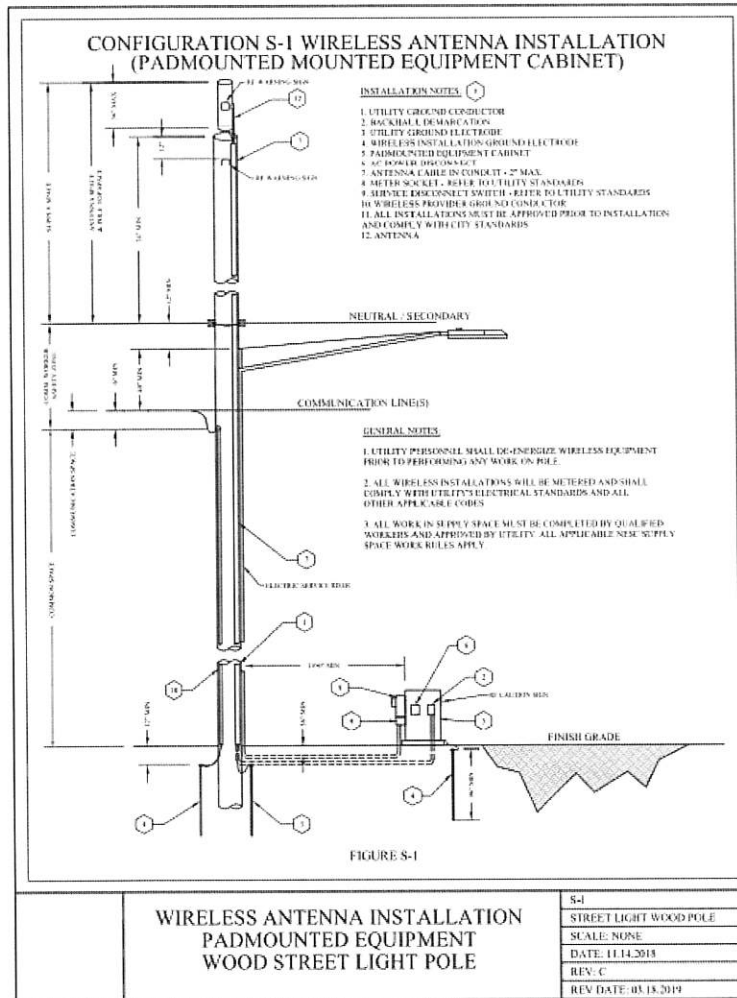
E. *Attachments to street lights.*

1. *General requirements.*

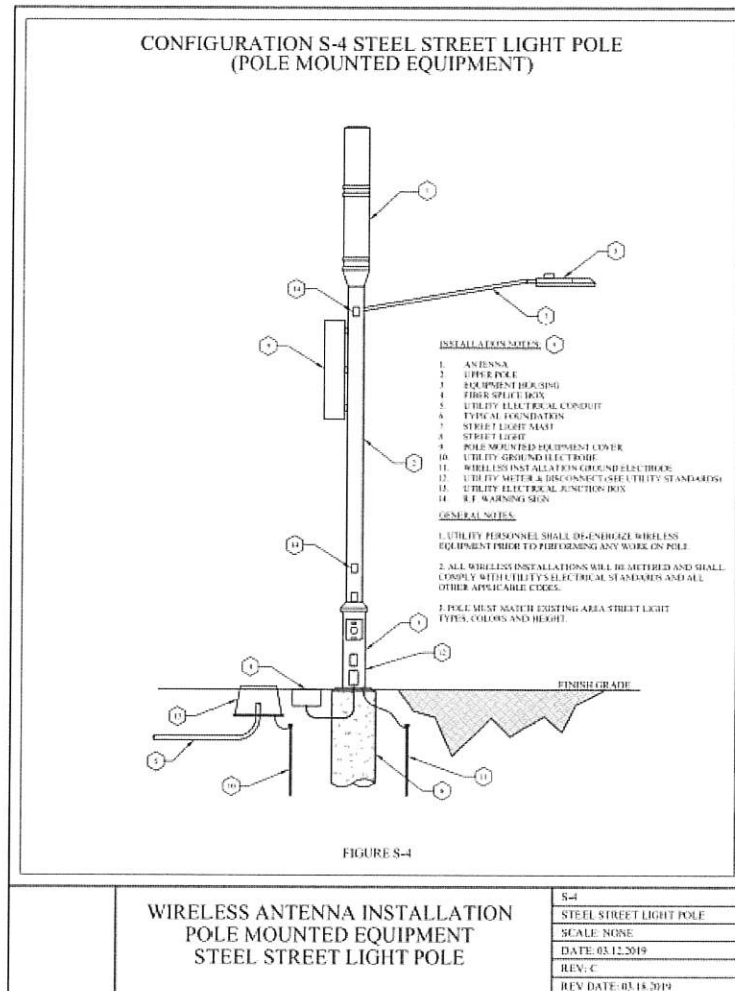
- a. The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The Provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.
- b. Unless otherwise unfeasible the preferred installation configuration is to utilize poles that conceal all system components (i.e. meter, disconnect, radio, etc.).
- c. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud.
- d. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size.

- e. Each pole component shall be architecturally compatible to create a cohesive aesthetic.
 - f. All pole mounted enclosures shall be securely attached with hardware (not strapped).
 - g. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. The report shall be submitted to the City and the Hurricane City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
 - h. The City reserves the right to disconnect power to the radio when working on the pole. The provider shall provide a disconnect so the City has the ability to easily shut off radio signals and power while working on the pole.
 - i. All poles new or existing shall meet all City pole analysis requirements of this chapter.
 - j. All installations shall utilize City approved structures, arms, luminaires, and configurations and comply with all applicable City standards.
2. *Equipment color.* Equipment should be colored to match pole.
 3. *Equipment shroud.*
 - a. Equipment shrouding shall have a maximum 20-inch diameter, but a 16-inch diameter is preferred. The maximum height of the cabinet is five feet eight inches. The cabinet shall be round and installed below the pole.
 - b. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38" H x 16" W x 12" D maximum shroud, securely mounted (not strapped) to the pole.
 - c. The equipment cabinet and/or equipment cabinet cover shall not have a flat horizontal surface larger than 1.5 inches.
 - d. All hardware attachments shall be hidden to the maximum extent possible.
 4. *Cantenna.*
 - a. The antenna and antenna pole attachment shall be shrouded to meet the City's aesthetics. A tapered transition between the upper pole and cantenna shall be included.
 - b. The outer diameter shall be a maximum of fourteen inches and a maximum of five feet eight inches in length. The antenna shroud shall be colored to match pole.
 5. *Luminaire/luminaire mast arm.*
 - a. Luminaire shall meet the City's construction standards and specifications and shall match existing luminaires adjacent to permit location.
 - b. Luminaire mast arms shall match on adjacent streetlights or match aesthetics of adjacent streetlights. In any case, mast arms will be decorative.
 6. *Pole size, type and foundation.*

- a. Poles shall be round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15 percent of the pole design structural capacity shall be reserved for future City IOT installations.
 - b. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with ten inch minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
 - c. Precast concrete or cast-in-place pole foundations shall be designed per the City standards and to meet the building code requirements of ACI 318. While the City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.
 - d. Bolt circles shall be a 19.5-inch bolt circle when installing a 16-inch equipment cabinet and a 23.5-inch bolt circle when installing a 20-inch equipment cabinet.
7. *Access doors.*
- a. Lockable doors shall be installed in the equipment cabinet.
 - b. A hand hole shall be provided at the top and bottom of the pole to maintain electrical service for streetlights and future IOT attachments.
8. *Exhibit.* The following image exhibits some of the requirements of this section for attachments to wood street light poles:



9. *Exhibit.* The following image demonstrates some of the requirements of this section for attachments to steel street light poles:



F. *Attachments to monopoles.*

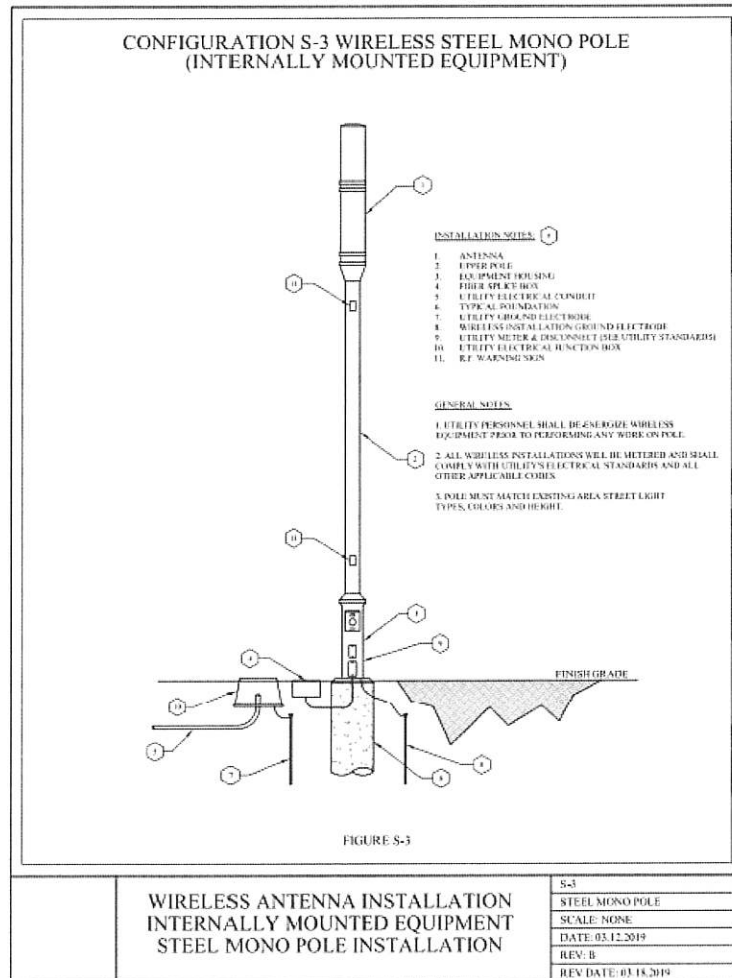
1. *General requirements.*

- a. The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.
- b. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud.
- c. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size.
- d. Each pole component shall be architecturally compatible to create a cohesive aesthetic.
- e. All pole mounted enclosures shall be securely attached with hardware (not strapped).

- f. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. The report shall be submitted to the City and the Hurricane City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
 - g. The City reserves the right to disconnect power to the radio when working on the pole. Provider shall provide a disconnect so City has the ability to easily shut off radio signals and power while working on the pole.
 - h. All poles new or existing shall meet all City pole analysis requirements of this chapter.
 - i. All installations shall utilize City approved structures, arms, luminaires, and configurations and comply with all applicable City standards. Ownership of monopoles will remain with the provider.
2. *Equipment color.* Equipment should be colored to match pole.
3. *Equipment shroud.*
- a. Equipment shrouding shall have a maximum 20-inch diameter, but a 16-inch diameter is preferred. The maximum height of the cabinet is five feet eight inches. The cabinet shall be round and installed below the pole.
 - b. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38" H x 16" W x 12" D maximum shroud, securely mounted (not strapped) to the pole.
 - c. The equipment cabinet and/or equipment cabinet cover shall not have a flat horizontal surface larger than 1.5 inches.
 - d. All hardware attachments shall be hidden to the maximum extent possible.
4. *Cantenna.*
- a. The antenna and antenna pole attachment shall be shrouded to meet the City's aesthetics. A tapered transition between the upper pole and cantenna shall be included.
 - b. The outer diameter shall be a maximum of fourteen inches and a maximum of five feet eight inches in length. The antenna shroud shall be colored to match pole.
5. *Pole size, type and foundation.*
- a. Poles shall be round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15 percent of the pole design structural capacity shall be reserved for future City IOT installations.
 - b. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with ten-inch minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
 - c. Precast concrete or cast-in-place pole foundations shall be designed per the City standards and to meet the building code requirements of ACI 318. While the

City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.

- d. Bolt circles shall be a 19.5-inch bolt circle when installing a 16-inch equipment cabinet and a 23.5-inch bolt circle when installing a 20-inch equipment cabinet.
- 6. *Pole attachment and loading analysis requirements.* Any attachments to poles made pursuant to this section shall comply with Sec. 7-12-XX. -- Pole Attachment and Loading Analysis Requirements.
- 7. *Exhibit.* The following image demonstrates some of the requirements of this section for attachments to steel monopoles:



Sec. 7-12-16. Letter of Credit; Insurance; Bonding.

Each Franchise Agreement shall require, and each Provider shall supply, a letter of credit or similar surety and proof of adequate insurance. The City Council shall establish the specific surety and insurance requirements, taking into account the nature of the facilities being placed in the Rights-of-Way and the risks to the City and the public associated with the use of the Rights-of-Way. The City Council may require Provider to, as a condition of a Franchise Agreement

post a bond or other surety approved by the Council to ensure the maintenance of public Rights-of-Way pursuant to this chapter.

Sec. 7-12-17. System Records Requirements.

A Provider shall at all times maintain on file with the City, a full and complete set of plans, records and as-built hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the City's existing GIS system, of all installations and the types of equipment and systems installed or constructed in the Rights-of-Way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks. Maps shall be updated annually, or after a significant modification to the provider's plant. As-built maps are not required of providers for facilities already in the Rights-of-Way, where the maps do not exist; however, as those facilities are expanded, replaced or modified, maps shall be provided.

Sec. 7-12-18. Private Property; Obligation to Notify.

Providers shall not violate the private property rights of landowners. Before entering onto any private property, a Provider shall make a good faith attempt to contact the property owners in advance and describe the work to be performed.

Sec. 7-12-19. Applicable Codes.

Nothing in this chapter shall excuse a Provider from complying with Applicable Codes.

Sec. 7-12-20. Removal of System; Abandonment of Systems.

- A. *Effect of revocation, expiration or abandonment.* If a Franchise Agreement expires, is validly revoked, or the facilities installed pursuant to the Franchise Agreement are abandoned, the City may:
 - 1. Require the Provider to stop providing the franchised services; and
 - 2. Require the Provider to remove all or portions of the system that are not in the Rights-of-Way by virtue of another, valid franchise, within a reasonable time specified by the City; and
 - 3. Require the Provider to convey title to facilities that are not removed and that are not in the Rights-of-Way by virtue of another, valid Franchise Agreement, in a form satisfactory to the City and free and clear of all liens and encumbrances to the City.
- B. *Abandonment presumption.* In the event that the use of any portion of a franchised system is discontinued for a continuous period of 12 months, and 30 days after no response to written notice from the City to the last known address of Provider, the Provider shall be deemed to have abandoned such system. In addition to all other rights and remedies available to the City upon revocation, expiration or abandonment, the City may elect to assume control and ownership of abandoned facilities or infrastructure.
- C. *Dispute; No loss of City rights.* If there is a dispute as to whether a Franchise Agreement has expired, the facilities abandoned, or the franchise validly revoked; or if an order of the public service commission is required; the Provider may continue to provide the

service, or to occupy the Rights-of-Way pending resolution of the dispute, or issuance of the necessary orders, subject to reasonable conditions including payments for continued use and occupancy of the Rights-of-Way, established by the City. Any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution.

- D. *Procedures for removal of franchised property.* A Provider shall comply with all applicable laws in removing facilities and restore any affected Rights-of-Way to their former state at the time such system was installed. In removing its plant, structures and equipment, a Provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all Rights-of-Way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The City shall have the right to inspect and approve the condition of the Rights-of-Way cables, wires, attachments and poles prior to and after removal. Applicable liability, indemnity, and insurance provisions of this Code and of the franchise shall continue to apply as if the franchise was in full force and effect during the period of removal and until full compliance by a Provider with the terms and conditions of this section. If a provider fails to remove or restore, the City may do so and charge the provider for all costs incurred in doing so.
- E. *Leaving underground system.* Subject to the City's rights under this section, a Provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator, or other person.

Sec. 7-12-21. Unlawful Use; Repair After Unlawful Use; Acts Exempted.

- A. *Unlawful use.* Unless authorized by a Franchise Agreement, permit, or other written authorization issued by the City, or unless authority is granted by provisions of this Code or other ordinance of the City now or hereafter enacted, it shall be a class B misdemeanor, subject to penalty as provided in section 1-4-1 of this Code, for any person to:
 - 1. *Property controlled by City.* Construct, lay, excavate, erect, operate or maintain over, under, across, in or through any Right-of-Way or other property owned or controlled by the City, any infrastructure, system, utility, canal, ditch, construction, facility, or building.
 - 2. *Restricted areas.* Enter upon any property of the City contrary to any posting or marking restricting or prohibiting use of the area.
 - 3. *Damage to property.* Intentionally use or perform acts upon property of the City which materially impairs, alters or damages the property or improvements thereon.
- B. *Repair after unlawful use.* The City Council, in addition to any other penalty which may be imposed, may order any person who has damaged, altered or changed any property of the City to repair or restore the property to its original condition prior to the damage, alteration or change.

- C. *Acts exempted.* It shall not be a violation of this chapter where any person uses the public property of the City in the manner or for the purpose for which such property has been made available for public use, or to the extent the use is authorized by state law and state law prevents the City from requiring a franchise, easement or other written authorization for that particular use.

Sec. 7-12-22. Revocation of Franchise; Fines and Penalties.

- A. *Process.* A Franchise Agreement may be terminated, or penalties imposed as provided by other provisions of this Code, for a material failure to comply with the conditions of the Franchise Agreement, this chapter, or any other provisions of applicable law that the City is permitted to enforce. The City may only terminate the Franchise Agreement or impose penalties after providing a Provider notice of the alleged defect in performance and its intent to consider termination, and an opportunity to cure (except no opportunity to cure would be required for criminal acts, fraud, or where the violation by its nature cannot be cured). If the cure is not effected to the City's satisfaction within 30 days of such notice, the City may schedule a public hearing before the City Council to consider and determine whether or not to terminate the Franchise Agreement or impose penalties. A Provider must be provided an opportunity to present written materials to the City Council prior to the franchise termination hearing.
- B. *Effect of termination.* If a franchise is terminated, and the Provider holds no other franchise authorizing it to occupy the Rights-of-Way, the City may either acquire the franchised system in the City, free and clear of all liens and encumbrances at depreciated book value price or exercise any of the rights provided for under other provisions of this Code.
- C. *Remedies cumulative.* Nothing in this section prevents the City or a Provider from taking any other action or exercising any other remedy available at law or equity.

Sec. 7-12-23. Indemnification and Defense.

- A. Each Provider shall, as a condition of access to the Rights-of-Way, indemnify, defend, and hold harmless the City, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees, from and against any liability for damages, costs, expenses, claims, suits, actions, judgments and liabilities, including, but not limited to, expenses for legal fees, whether suit be brought or not, disbursements and liabilities incurred or assumed by the City in connection with:
1. *Persons or property.* Damage to persons or property, in any way arising out of or through the acts or omissions of the Provider, its servants, officials, agents, attorneys, representatives or employees;
 2. *Failure to comply.* Any and all claims arising out of the Provider's failure to comply with the provisions of applicable law, or of any franchise or other authorization to use or occupy Rights-of-Way or its enjoyment of the same, or any and all claims arising out of its use of the Rights-of-Way;
 3. *Claims from use of Rights-of-Way.* Any and all claims which the Provider may now or hereafter have or claim to have against the City, its servants, agents, attorneys, representatives, employees or officials, due to or arising out of damage

to any of the Provider's property or equipment in the Rights-of-Way, including, without limitation, resulting or consequential loss of income, injury to reputation, or any other resulting or consequential damages of any kind, caused by or resulting from acts or omissions of the City or any of its servants, agents, attorneys, representatives, employees or officials except to the extent that such indemnity is prohibited by law; and

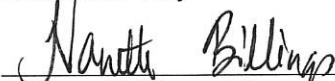
4. *Other disputes.* Any and all disputes arising out of a claim wherein damages or other relief is sought as a result of the City's procedure in connection with the issuance of a franchise, easement or other authorization to use the Rights-of-Way to the Provider.
- B. *Procedure for indemnity.* If any suit, claim, notice or other demand seeking regarding any of the above-indemnified claims is brought or threatened against the City, either independently or jointly with the Provider, or with any other person or municipality, Provider, upon notice given by the City, shall defend the City. If final judgment is obtained against the City, either independently or jointly with the Provider or any other defendants, Provider shall indemnify the City and pay such judgment with all costs and satisfy and discharge the same. In the event of litigation between Provider and the City, indemnification shall apply only upon the City's successful defense or prosecution of the litigation. This provision will not apply to damages that are not subject to indemnity under state law.
- C. *Rights additional to other rights.* All rights of the City pursuant to this provision are in addition to any other rights the City may have under any other ordinance, rule or regulation of law, or under any Franchise Agreement, easement or other authorization to use the Rights-of-Way.
- D. *Indemnity required.* No franchise, easement or other authorization to use the Rights-of-Way shall issue unless it contains an indemnity provision substantially similar to the requirements of this section.
- E. *Procedure for taxes erroneously recovered from customers.* The provisions of Utah Code 10-1-408, as amended, are hereby incorporated by reference.

BE IT FURTHER ORDAINED that this Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 3rd day of October 2022.



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 3rd day of October 2022. Whereupon a motion to

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

	Yea	Nay	Abstain	Absent
Joseph Prete	<u>X</u>	—	—	—
David Sanders	<u>X</u>	—	—	—
David Hirschi	<u>X</u>	—	—	—
Kevin Thomas	<u>X</u>	—	—	—
Doug Heideman	<u>X</u>	—	—	—

Cindy Beteag
Cindy Beteag, Recorder



STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2026-20 Adopting a Privacy Program Policy.

Discussion: Governmental agencies in Utah are required to create a privacy program primarily to comply with the Government Data Privacy Act (GDPA)—enacted via House Bill 491 in 2024—which mandates that all state and local governmental entities initiate a structured data privacy program by December 31, 2025. This initiative, further bolstered by HB 450 in 2026, aims to modernize data governance, protect citizen privacy, and establish transparency. As a city we must adopt a resolution which states that we will follow all the mandates set forth by the Data Privacy Act which is enforced by the Utah Office of Data Privacy. – Sel Lovell

Findings:

Recommendation:

RESOLUTION 2026-20

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH,
APPROVING A PRIVACY PROGRAM POLICY**

WHEREAS, the Utah Office of Data Privacy (Office), created in the Government Data Privacy Act (GDPA), under the direction of the State’s Chief Privacy Officer (CPO) has been established within the Department of Government Operations (Utah Code § 63A-19-101 et seq.); and

WHEREAS, the Office is directed to—among other things—assist governmental entities in meeting their privacy obligations; and

WHEREAS, under the GDPA, a governmental entity, including a municipality, is required to initiate a data privacy program before December 31, 2025 (Utah Code § 63A-19-401(2)(a)(i)); and

WHEREAS, Hurricane City drafted a Privacy Program policy under the direction provided by the Utah Office of Data Privacy (Utah Code § 63A-19-102); and

WHEREAS, Hurricane City intends to implement Privacy Program (Exhibit 1) to its Citywide Policies to be in compliance with the Government Data Privacy Act (GDPA).

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

SECTION 1. Approve. The City Council hereby approves Privacy Program Policy 3 (Exhibit 1) as part of its Citywide Policies.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED, APPROVED AND ADOPTED by the Hurricane City Council of Hurricane City, Utah, this 7th day of May, 2026.

HURRICANE CITY MAYOR

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 7th day of May 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	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag, Recorder



STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2026-08 Approving the Abandonment and Vacation of Easements on parcels H-WALM-A-1, H-3-1-31-3000, H-3-1-31-321, H-3-1-31-30091.

Discussion: The abandonment of these easements comes at the request of two of our developing partners, Sky Rim and Hurricane Dental Holdings. The easements proposed for vacation were obtained to access, install, and maintain power and water alignments connecting the Stratton Well site to Hurricane City's utility networks. The water main and power alignment have already been moved from the recorded easements to planned road alignments in association with the Sky Rim and Hurricane Dental Holdings Developments. Said utilities are currently functioning in new existing alignments and access to the well site is available from another route. Planned roadway dedications, public access easement and public utility easement dedications and this proposed vacation are conditions for subsequent approvals from Hurricane City staff to realize the developers' current plans.

Findings: The abandonment of these easements has been vetted by the affected entities. A plan is in place to provide new easements with proposed development, and as soon as the new easements are recorded, this abandonment can be recorded.

Recommendation: It is recommended that the ordinance for abandonment be approved with the condition that it not be recorded until the new easements are in place. – Arthur LeBaron

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING THE ABANDONMENT AND VACATION OF EASEMENTS ON
PARCELS H-WALM-A-1, H-3-1-31-3000, H-3-1-31-321, H-3-1-31-30091 IN SECTION 31,
TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND
MERIDIAN**

WHEREAS, Property in Section 31, Township 41 South, Range 13 West of the Salt Lake Base and Meridian and identified by the County Assessor as Parcel nos.: H-WALM-A-1, H-3-1-31-3000, H-3-1-31-321, and H-3-1-31-30091 is encumbered by water easements (originally granted to Hurricane City by document nos.: 20190027165, 20190031511, & 20190031512 of the County Recorder and collectively described in Exhibit “A1” & shown in Exhibit “B1”) and Parcel no. H-3-1-31-30091 is encumbered by an Ingress-Egress Easement (originally granted to Hurricane City by document no. 20060059489 of said Recorder and described in Exhibit “A2” & shown in Exhibit “B2”); and

WHEREAS, Property Owners have petitioned the City requesting the abandonment and vacation of said easements on said property; and

WHEREAS, Utah Code Section 10-20-813 grants the City power to abandon public highways, streets, roads, or municipal utility easements; and

WHEREAS, the utility(ies) for which the easements were for have been relocated; and

WHEREAS, the proposed abandonment has been presented to the Hurricane Joint Utility Committee and no objections were raised; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code sections 10-20-208 and 10-20-813; and

WHEREAS, the Hurricane City Council finds that the easements to be disposed of are surplus property, good cause exists for the vacation, and neither the public interest nor any person will be materially injured by the vacation; and

WHEREAS, the abandonment will not negatively affect adjacent property owners, provided that no abandonment and vacation occur until the relocated utilities are protected by new easement,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the easements described in the attached exhibits shall be abandoned and vacated; provided that no abandonment and vacation occur until the relocated utilities are protected by new easement or right of way; and

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the abandonment shall not release the property owner of their obligation to provide public utility

easement or needed improvements to public right-of-way as part of any future development of parcels H-WALM-A-1, H-3-1-31-3000, H-3-1-31-321, or H-3-1-31-30091.

DATED this 7th day of May, 2026.

Attest:

Clark Fawcett, Mayor

Cindy Beteag, Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of May, 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag

Exhibit "A1"

Beginning at a point on the north Right-of-Way Line of SR-9 as on file with the Washington County Recorder's office said point lies North 88°52'58" West along the Section Line 751.29 feet and North 452.80 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian;
thence South 74°50'17" West along said Right-of-Way 765.51 feet;
thence South 74°49'03" West along said Right-of-Way 646.31 feet;
thence Departing said Right-of-Way North 88°53'06" West 270.23 feet to a point on the West Line of Hurricane WAL-MART Subdivision Document No. 20070034350 as on file with the Washington County Recorder's Office;
thence North 01°06'54" East along said West Line 100.00 feet;
thence South 88°53'06" East 255.92 feet;
thence North 74°49'03" East 632.01 feet;
thence North 74°50'17" East 794.74 feet;
thence South 01°07'11" West 104.18 feet to the point of beginning.

Containing 168,236 Square Feet or 3.86 Acres.

HURRICANE CITY
H-3-1-31-3003

SOUTH QUARTER CORNER SECTION 31,
TOWNSHIP 41 SOUTH, RANGE 13 WEST, SLB&M
FND US SURVEY BRASS CAP STAMPED 1970

S 01°07'11" W 104.18'

NORTH 452.80' (TIE AREA #1)

751.29' (TIE AREA #1)

SKYRIM DEVELOPMENT LLC
H-3-1-31-30091
DOCUMENT NO. 20230007697

SR-9
EASEMENT AREA #1 TO VACATE
180,061 SQ. FT.
N 74°50'17" E 794.74'

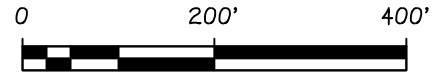
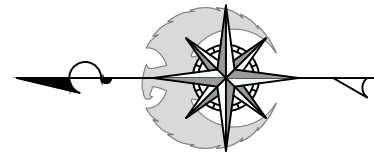
S 74°50'17" W 765.51'

BASIS OF BEARINGS
N 88°52'58" W 34623.32'
(CORNER TO CORNER)

STRATTON BROTHERS LLC
H-3-1-31-3000

STRATTON N BROTHERS LLC
H-3-1-31-3000
STRATTON B BROTHERS LLC
H-3-1-31-321

SOUTHWEST CORNER SECTION 31,
TOWNSHIP 42 SOUTH,
RANGE 13 WEST,
SLB&M FND PIN

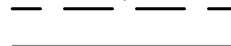


SCALE: 1" = 200'

LEGEND:



SECTIONAL MONUMENTATION FOUND



P.U.E AREA #1 TO VACATE
ADJOINING LOT LINE

SR-9
EASEMENT AREA #1 TO VACATE
180,061 SQ. FT.
N 74°49'03" E 632.01'

S 74°49'03" W 646.31'

S 80°53'06" E 255.92'

N 80°53'06" W 270.23'

N 01°06'54" E 100.00'

HURRICANE WAL-MART
SUBDIVISION
STRATTON BROTHERS LLC
H-WALM-A-1

HURRICANE WAL-MART
SUBDIVISION
STRATTON BROTHERS LLC
H-WALM-A-1



EXHIBIT B1

SEC. 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SLB&M
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 04/07/2026

JOB # 26-010

FILE: VACATE EX

Exhibit "A2"

Beginning at a point on the north Right-of-Way Line of SR-9 as on file with the Washington County Recorder's office said point lies North 88°52'58" West along the Section Line 751.29 feet and North 452.80 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian;
thence South 74°50'17" West along said Right-of-Way 325.82 feet;
thence Departing said Right-of-Way North 18°06'09" West 40.00 feet;
thence North 74°04'52" East 258.28 feet;
thence North 46°29'21" East 44.11 feet;
thence North 26°48'57" East 109.75 feet;
thence South 01°07'11" West 151.99 feet to the point of beginning.

Containing 17,413 Square Feet or 0.40 Acres.

SOUTH QUARTER CORNER SECTION 31,
TOWNSHIP 41 SOUTH, RANGE 13 WEST, SLB&M
FND US SURVEY BRASS CAP STAMPED 1970

HURRICANE CITY
H-3-1-31-3003

S 01°07'11" W 151.99'
N 26°40'57" E 109.75'
N 46°29'21" E 44.11'

NORTH 452.00' (TIE TO AREA #2)

751.29'
(TIE TO AREA #2)

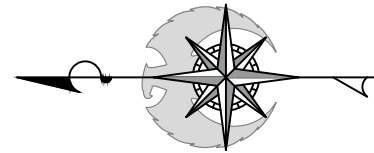
SR-9
S 74°50'17" W 325.02'
N 74°04'52" E 250.26'

EASEMENT AREA #2 TO VACATE
17,412 SQ. FT. OR 0.40 ACRES

BASIS OF BEARINGS
N 88°52'58" W 34623.32'
(CORNER TO CORNER)

SOUTHWEST CORNER SECTION 31,
TOWNSHIP 42 SOUTH,
RANGE 13 WEST,
SLB&M FND PIN

SKYRIM DEVELOPMENT LLC
H-3-1-31-30091
DOCUMENT NO. 20230007697



SCALE: 1" = 150'

STRATTON BROTHERS LLC
H-3-1-31-3000

STRATTON BROTHERS LLC
H-3-1-31-321

90' NORTH STREET
(60' PUBLIC STREET)

STRATTON BROTHERS LLC
H-3-1-31-3000

HURRICANE WAL-MART
SUBDIVISION
STRATTON BROTHERS LLC
H-WALM-A-1

HURRICANE WAL-MART
SUBDIVISION
STRATTON BROTHERS LLC
H-WALM-A-1

LEGEND:



SECTIONAL MONUMENTATION FOUND



AREA #2 TO VACATE INGRESS
AND EGRESS EASEMENT



ADJOINING LOT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 18°06'09" E	40.00'



EXHIBIT B2

SEC. 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SLB&M
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 04/07/2026

JOB # 26-010

FILE: VACATE EX

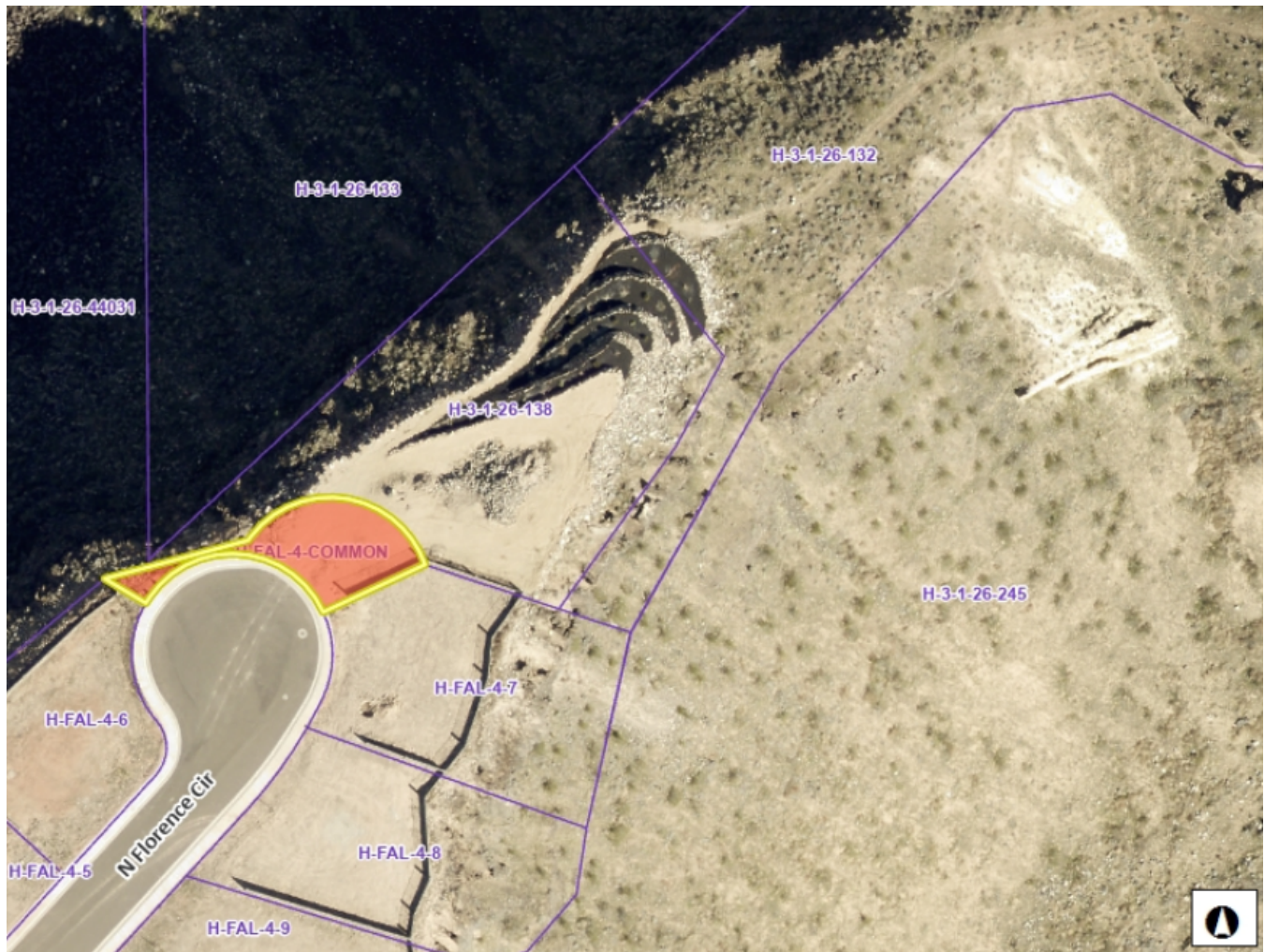


STAFF COMMENTS

Item: Ordinance 2026-09 Approving the disposal of surplus property located in Falcon Ridge parcel #H-FAL-4-COMMON

Discussion:

The final plat for Phase 4 of the Falcon Ridge subdivision reserved to Hurricane City a utility and access easement in a remainder parcel identified as Parcel H-FAL-4-Common, which is approximately 3507 square feet in size (the "Remainder Parcel"), as shown below:



The purpose of the City's easement in the Remainder Parcel was to preserve access to two parcels (H-3-1-26-138 & H-3-1-26-132) as shown above outside of the subdivision boundaries (the "Adjacent

Parcels"). The owner of the Remainder Parcel and the purchaser of the Adjacent Parcels has requested that the City participate in an arrangement whereby the City acquires the Remainder Parcel, at no cost, and deeds it to the purchaser of the Adjacent Parcels, thereby providing access to the Adjacent Parcels as originally intended. The deal will entail a simultaneous closing involving the City, the owner of the Remainder Parcel, and the Purchaser of the Adjacent Parcels.

Findings: The proposed transaction will accomplish the original intended purpose of the City's retention of the easement in the Remainder Parcel.

Recommendation: The request that the City be involved in this transaction was reviewed by the City Manager, the City Attorney, and the City Engineer. The review included a site visit and a meeting with the purchaser of the Adjacent Parcels, Bill Zitting. After review, the City above-referenced staff are in agreement that the City's facilitation of the land deal will result in the best use of the affected properties. Also, it does not appear that the proposed disposal of the City's interest in the Remainder Parcel will negatively affect any of the City's interests. -Dayton Hall

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING THE DISPOSAL OF A PORTION OF REAL PROPERTY IDENTIFIED AS PARCEL H-FAL-4-COMMON

WHEREAS, Hurricane City Code Section 1-10 authorizes the City to dispose of real property deemed surplus or no longer necessary for public use; and

WHEREAS, the final plat for Phase 4 of the Falcon Ridge subdivision reserved to Hurricane City a utility and access easement in a remainder parcel identified as Parcel H-FAL-4-Common, which is approximately 3507 square feet in size (the "Remainder Parcel"), as depicted in *Exhibit A*; and

WHEREAS, the purpose of the City's easement in the Remainder Parcel was to preserve access to two parcels outside of the subdivision boundaries (the "Adjacent Parcels"); and

WHEREAS, the owner of the Remainder Parcel and the purchaser of the Adjacent Parcels has requested that the City participate in an arrangement whereby the City acquires the Remainder Parcel, at no cost, and deeds it to the purchaser of the Adjacent Parcels, thereby providing access to the Adjacent Parcels as originally intended; and

WHEREAS, the City has determined that the portion of the Remainder Parcel as shown in *Exhibit A* is surplus to the City's needs and is not required for public use; and

WHEREAS, the proposed disposal will improve the configuration of the affected parcels and promote more efficient use of the properties; and

WHEREAS, the City has provided proper notice and conducted a public hearing in accordance with Utah Code Sections 10-20-208 and 10-20-813; and

WHEREAS, the City Council finds that the proposed disposal will not adversely affect adjacent properties or the public interest;

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah, hereby declares that approximately 0.31 acres of Parcel H-FAL-4-COMMON, as depicted in *Exhibit A* attached hereto and incorporated herein by this reference, is surplus property. The City Council hereby approves the disposal of the surplus property to WOZ Holding LLC, subject to compliance with all applicable City requirements and the retention by the City of a 10' Public Utility Easement adjacent to the existing public right of way. The Mayor and City staff are hereby authorized to execute all documents and take all actions necessary to complete the disposal of the property described herein.

DATED this 7th day of May, 2026.

Clark Fawcett, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of May, 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
Drew Ellerman	___	___	___	___
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag

Exhibit "A"

The 3,507 sq ft parcel of land located northerly of and between lot 6 and lot 7 of the Falcon Ridge – Phase 4 Subdivision identified as parcel H-FAL-4-COMMON by Washington County Records more particularly described as follows:

Beginning at a point on the northerly boundary of Falcon Ridge – Phase 4 (Doc #20210075828 Washington County Records), said point being $N00^{\circ}33'33''E$ 2,988.81 feet from the South Quarter Corner of Section 26, Township 41 South, Range 13 West, of the Salt Lake Base and Meridian;

Thence the following two (2) courses along said northerly boundary:

(1) $N76^{\circ}28'45''E$ 50.69 feet to the beginning of a 50.00-foot radius non-tangent curve to the right (radius point lies: $S53^{\circ}57'23''E$);

(2) easterly along the arc of said curve 109.69 feet, through a central angle of $125^{\circ}41'49''$ to the northwest corner of lot 7 of said subdivision;

Thence $S66^{\circ}15'35''W$ 55.92 feet to the beginning of a 50.00-foot radius non-tangent curve to the left (radius point lies: $S66^{\circ}15'35''W$);

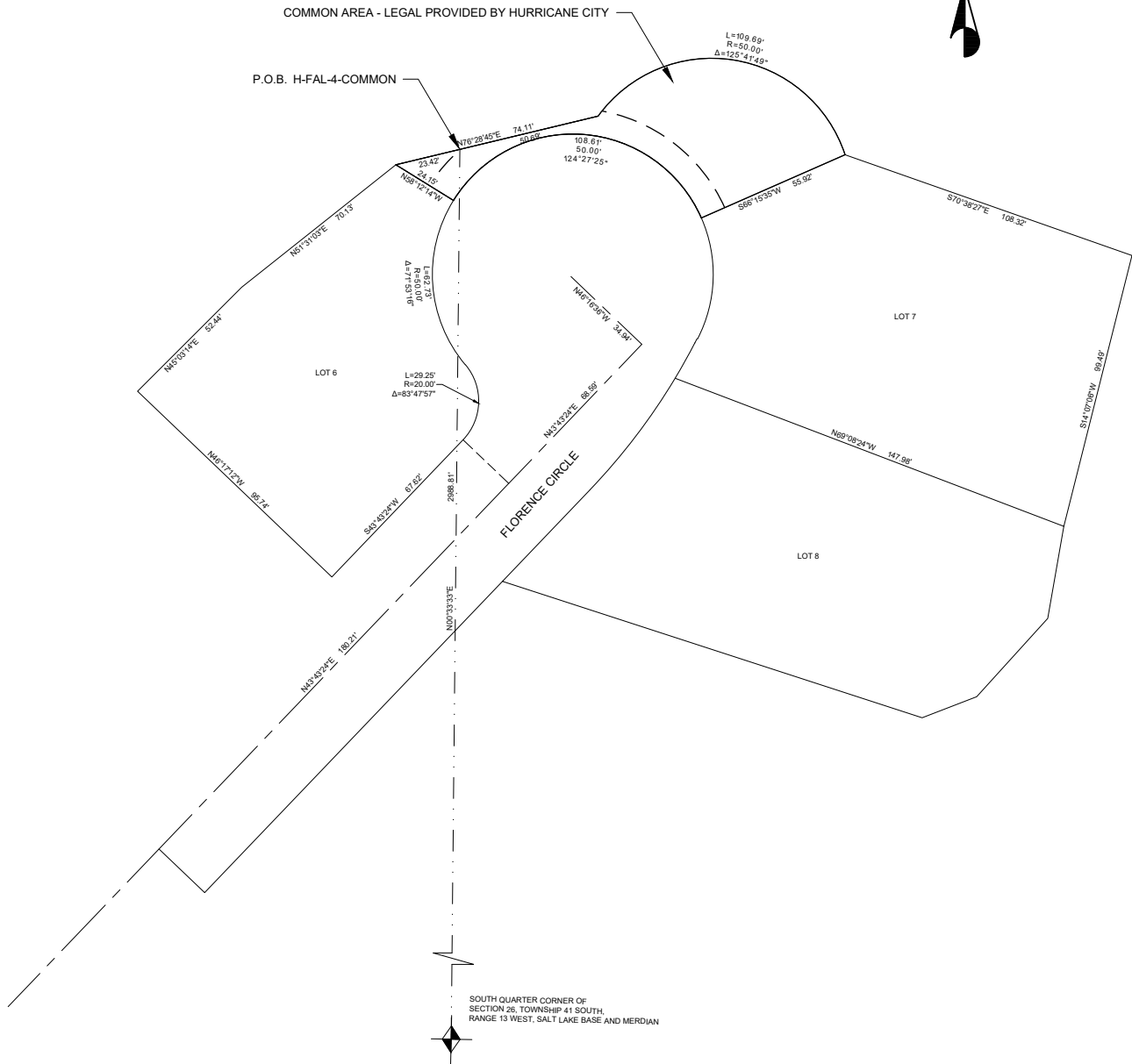
Thence westerly along the arc of said curve 108.61 feet, through a central angle of $124^{\circ}27'25''$;

Thence $N58^{\circ}12'14''W$ 24.15 feet to the northernmost corner of Lot 6 of said subdivision and returning to the northerly subdivision boundary;

Thence $N76^{\circ}28'45''E$ 23.42 feet to the Point of Beginning.

Retaining to itself a 10' wide public utility easement immediately adjacent to the southern boundary of the above-described property.

Exhibit "B"



SCALE IN FEET
1" = 60'



STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2026-10 Amending Title 10, Chapter 36 regarding sign regulations; File No. LUCA26-02; Hurricane City Planning, applicant.

Discussion: ITEM SUMMARY

To: Hurricane City Council

From: Gary Cupp, Planning Director

Background/Request:

An update to the sign ordinance has been prepared at the request of the City Council for the purpose of establishing regulations for the use of political signs during election periods. The sign ordinance, as currently written, does not specifically regulate the placement or use of campaign signs, which has caused clamor and complaints during past election cycles primarily due to a lack of a clear definition in the city code as to what constitutes a political sign and where they can be placed within the city. Staff is also proposing various other “clean-ups” and revisions to the sign ordinance in an effort to make the regulations clearer, to eliminate contradictions, and to provide an avenue to allow limited exceptions to the height and size maximums for signs. The principal changes being proposed are as follows:

- Proposes a clear definition of what constitutes political and campaign signs, and makes various updates to other definitions in the ordinance (see 10-36-2).
- Proposes clear standards for the use and placement of political signs, and also aligns city code with state law relating to political signs (see 10-36-3(J)).
- Proposes standards to regulate signs that use video display screens, termed as “electronic message centers” in the code (see 10-36-3(K) and the table in 10-36-14).
- Proposes standards for flag poles (see 10-36-15).
- Proposes objective standards for the Planning Commission to approve limited exceptions to the existing height and size maximums for signs (see Notes 2 & 3 after the table in 10-36-14).
- Proposes limited exceptions for temporary off-premises signs for community events, such as county fairs, city-sponsored events, or events of city interest (see Note 1 after the table in 10-36-14).

Planning Commission Review:

A public hearing was held at the April 23, 2026, Planning Commission meeting and no public comments or objections to code update were received. Discussion among the commissioners was by far focused on signs with video display screens and whether or not to allow video content. Commissioner Goodfellow voiced concerns about moving video images being too distracting for passing cars, thus causing a potential hazard for traffic. She suggested that only still, or “static”, images should be allowed on the screens. The following motions were made:

- After this discussion, Commissioner Goodfellow made a motion to recommend approval of the code update with the condition that a provision prohibiting video messaging be added to the ordinance. Commissioners Iverson, Winder, and Hughes voted against the motion. Commissioners Sampson, Ballard, and Goodfellow voted in favor of the motion. The motion failed with a vote tied 3 to 3.
- Commissioners Iverson, Winder, and Hughes expressed concern that if video imagery were prohibited, the existing grandfathered video signs would be an unfair business advantage over the businesses who could not show video messages on their signs. It was also discussed that there is already a very large number of these types of signs that already exist in the city, and if their brightness is adequately regulated the signs won't present any problems. The commissioners came to agreement on this point, and Commissioner Hugues made a motion to recommend approval of the ordinance update as originally presented. The motion passed unanimously.

It is relevant to note that the Planning Commission also discussed conducting possible research to find out if any data existed that linked an increase in car crashes to video signage. When Planning staff reached out to the Chief of Police for an opinion on the matter, he recommended that, since the existing video signs have not caused any traffic problems in the city, a prohibition would be unnecessary.

Findings: N/A

Recommendation: The Planning Commission recommended approval of the code update to the sign ordinance as proposed by staff and as shown in the attached redlined draft. Staff also recommends approval of the proposed revisions to the sign ordinance.



STAFF COMMENTS

Agenda Date:	04/23/2026 - Planning Commission
Application Number:	LUCA26-02
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 36 regarding the Sign Ordinance.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Discussion: This revision to the sign ordinance has been prepared at the request of the City Council for the purpose of establishing regulations for the use of political signs during election periods. The sign ordinance, as currently written, does not specifically regulate the placement or use of campaign signs, which has caused clamor and complaints during past election cycles primarily due to a lack of a clear definition in the city code as to what constitutes a political sign and where they can be placed within the city. Staff is also proposing various other “clean-ups” and revisions to the sign ordinance in an effort to make the regulations more clear and explicit, to eliminate contradictions, and to provide an avenue to allow limited exceptions to the height and size maximums for signs. The principal changes being proposed are as follows:

- Proposes a clear definition of what constitutes political and campaign signs, and makes various updates to other definitions in the ordinance (see 10-36-2).
- Proposes clear standards for the use and placement of political signs, and also aligns city code with state law relating to political signs (see 10-36-3(J)).
- Proposes standards to regulate signs that use video display screens, termed as “electronic message centers” in the code (see 10-36-3(K) and the table in 10-36-14).
- Proposes standards for flag poles (see 10-36-15).
- Proposes objective standards for the Planning Commission to approve limited exceptions to the existing height and size maximums for signs (see Notes 2 & 3 after the table in 10-36-14).

Recommendation: The Planning Commission should thoughtfully consider the proposed ordinance update and any comments made at the public hearing. Staff recommends that the Planning Commission make a recommendation of approval to the City Council.

CHAPTER 36. SIGNS

Sec. 10-36-1. Purpose.

The purpose of the sign regulations set forth in this chapter is intended to:

- A. Eliminate potential hazards to motorists and pedestrians by requiring that signs are designed, constructed, installed and maintained in a manner that promotes the public health, safety and general welfare of the citizens of the City;
- B. Encourage signs which, by their design, are integrated with and harmonious to the buildings and sites, including landscaping, which they occupy;
- C. Encourage sign legibility through the elimination of excessive and confusing sign displays;
- D. Preserve the appearance of the City as a place in which to live and to work, and create an attraction to nonresidents to come to visit or trade;
- E. Allow each individual business to clearly identify itself and the nature of its business in such a manner as to become the hallmark of the business which will create a distinctive appearance and also enhance the City character;
- F. Safeguard and enhance property values, and protect public and private investment in buildings and open space.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-2. Definitions.

The following words and phrases whenever used in this chapter shall be construed as defined in this section:

A-frame sign means any sign or structure composed of two sign faces mounted or attached back to back in such a manner as to form a basically triangular vertical cross section through the faces.

Animated sign means any sign designed or constructed to convey a message through the mechanical movement or rotation of the sign and/or the flashing, strobing, or rotation of lights or figures on the sign. Electronic message centers that display video messaging content on a video display screen are not considered to be an animated sign. ~~which is designed and constructed to give its message through the flashing of or rotation of lights or figures.~~

Banner means a flexible temporary sign characteristically supported by two or more points. It is generally made of fabric or other nonrigid materials with no enclosing frame.

Billboard means a freestanding ground sign located on real property that is designed and intended to direct attention to a business, product, service, or message that is not sold, offered or existing on the property, nor specific to the property where the property sign is located.

Building face means the visible outer surface of an exterior wall of a building. The area of the face of the building shall be the total area of such surface, including doors and windows.

Canopy. See definition of *marquee*.

Disrepair. A sign shall be considered in disrepair when it fails to be in the same form as originally constructed, or when it fails to perform its intended function of conveying a message. Conditions shall include, but not be limited to:

- A. Structural pole or support failure.
- B. Signs not being held vertically or as originally constructed.
- C. Borders falling off or ~~already~~ removed.
- D. Panels missing or falling off.
- E. Message or parts thereof falling off or in disrepair such that it cannot be interpreted by the motoring public.
- F. Signs that are overgrown by trees or other vegetation.

Electronic message center means a sign that displays video messaging content that may change at frequent intervals on a video display screen with changeable copy that is controlled electronically via a ~~remote~~ programming device. Sometimes referred to as "digital" or "electronic" billboards.

Entry feature sign means a monument sign that is placed at the entrance of a subdivision or other residential or commercial project as part of a distinct architectural or landscape feature that identifies the project and displays the project name.

Erect means to build, construct, place, relocate, enlarge, substantially alter, attach, suspend, paint, post or display. Normal maintenance, including refinishing, is not included in this definition, provided the use, look, or content of the sign is not changed or altered.

Flag means a flag, pennant or insignia of any nation, state, City or other political unit, or of a nonprofit organization. A Flag does not include material commercial in nature and used for advertising purposes.

Flagpole means a pole for the purpose of displaying a Flag as defined herein.

Floating sign means any inflatable or floating sign or advertising device that is affixed to or displayed at a place of business. Examples are blimps, hot air balloons, and inflatable figures.

Freestanding sign means any sign that is standing on or erected into the ground. Such signs are usually, but not necessarily, supported from the ground by one or more poles or posts or similar uprights, with or without braces. Any sign which is mounted into the ground, but has the supports to any portion of the roof of a building or structure, shall be considered to be a roof sign.

Frontage means the length of the sides along the street or any other principal public thoroughfare, but not including such length along an alley, watercourse, railroad, street or thoroughfare with no permitted access.

Logo signs means any sign whose single feature is a reproduction of the common recognized logo of the company and/or product.

Marquee means any permanent rooflike structure projection beyond a building or wall, generally designed and constructed to provide protection from the weather.

Monument sign means any on premises sign which is mounted directly to the ground having a foundation or pedestal that is at least 60 percent of the width of the actual sign structure and meeting the standards for height set for monument signs.

Movable, freestanding sign means any sign not affixed to or erected into the ground.

Off-premises sign means any sign which advertises products, development projects, services, or business establishments which are not located, conducted, manufactured, or sold upon the same premises upon which the sign is erected.

On-premises sign means any sign which advertises products, services, development projects, or business establishments which are located, conducted, manufactured or sold upon the same premises on which the sign is erected. "On premises" may include separate parcels that are contiguous to the premises where projects, services, development projects or business establishments are located and owned by the same person or legal entity. Only one sign is permitted on a contiguous parcel.

Outdoor advertising sign. See definition of *on-premises sign*.

Political or campaign sign means any sign or document that advocates the election or defeat of a candidate for public office, or the approval or defeat of a ballot proposition.

Projecting sign means any sign attached to a building or structural wall and extending horizontally outward from such wall more than 18 inches.

Public event banner means a banner pertaining to festivals or events which is installed as a temporary sign. ~~Installation of public event banners across within the SR-9 right-of-way is generally not permitted without~~ only permitted with special permission of the City Council.

Public information sign means signs presenting travel information and signs concerning historic and scenic sites, public recreation facilities, miscellaneous instructions and warnings.

Reader board means a sign with manually changeable copy such as gas station prices, school events, etc.

Real property means land or real estate, with or without structures; not goods or services.

Residential zone or district means any zone which is designated by the prefix "R" in this title.

Roof sign means any sign which is erected upon or over the roof or over a parapet of any building or structure.

~~Scenic byway means a road that possesses outstanding scenic, recreational, historical, educational, scientific or cultural values or features. The designation can be made by federal or state agencies.~~

Sign means any words, lettering, parts of letters, documents, figures, numerals, phrases, sentences, devices, designs, pictures, trade names or trademarks by which anything is made known, such as are used to designate a firm, association, corporation, profession, person, political campaign, proposition, business or service, whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building, wall, roof, frame, support, fence or other manmade structure, which are visible from any public street, public highway or public road right-of-way. For the purpose of this chapter, the word "sign" does not include the flag, pennant or insignia of any nation, state, City or other political unit, or of a nonprofit organization. It shall not include, further, any official notice issued by any court, public body or officer, or directional, warning or informational sign or structure required or authorized by law.

Sign area means the area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a double faced sign covering the same subject shall be computed. For signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display on one face. An electronic message center will be included in calculation of overall sign area.

Temporary means a period not to exceed ~~six months~~ sixty (60) days.

Time and temperature device means any mechanism that displays the time and/or temperature, but does not display any commercial advertising or identification.

Wall signs means any sign posted, or painted upon, suspended from, or otherwise affixed to a wall, fascia, canopy, or marquee of a building located on the site to which the sign pertains.

Wind sign means any propeller, spinner, whirligig, or similar commercial advertising device which is designed to flutter, spin, rotate, or display other movement under the influence of wind. This definition shall not include pennants, flags, or banners.

(Ord. 2014-3A, 3-6-2014)

Sec. 10-36-3. General requirements.

The following general requirements shall apply to all signs and outdoor advertising structures which may be erected or maintained within the City:

- A. *Sign approval.* Except as otherwise provided, it shall be illegal to erect or maintain any sign or outdoor advertising structure in the City without first obtaining the approval of the City for said sign or advertising structure, the granting of which shall be based upon the provisions of this chapter.

~~Approval shall not be required for temporary nonelectrical wall and nonelectrical freestanding signs of less than six square feet in area.~~

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- B. *Permits.* The approval of the City shall be evidenced by a permit issued by the Zoning Administrator in accordance with the provisions of section 10-7-15, sign permit, of this title.
- C. *Animated signs.* ~~Animated signs are prohibited. No strobing, flashing, or rotating signs are permitted.~~
- D. *Sound or emissions.* No sign shall be designed for the purpose of emitting sound, smoke, ~~or steam,~~ or other visible emissions. ~~unless permitted under subsection (J) of this section~~
- E. *Movable and ~~temporary non-permanent~~ freestanding signs.* Except as otherwise provided in this chapter, all ~~off premises,~~ movable and ~~temporary non-permanent~~ freestanding signs, including, but not limited to, movable, freestanding, and A-frame signs, are prohibited off premises. This prohibition shall include signs mounted or painted upon vehicles or trailers which are parked in any location for the purpose of calling attention to or advertising a person, place, or thing. ~~"Temporary" shall be construed to mean a period not to exceed 30 days.~~
- ~~Movable A-frame signs displaying a menu or special message in front of a place of business to be displayed during open hours of the business may be approved subject to a maximum size of 30 inches by 36 inches. Such signs require a permit and must be stored inside the place of business outside of regular business hours and may not obstruct the flow of pedestrian traffic on the sidewalk or be placed on the street.~~
- F. *Off premises billboard signs and off premises outdoor advertising structures.* Off premises billboard signs and off premises outdoor advertising structures are not permitted in any location within the City. Conversion of existing billboards, of any size or any description, to electronic or digital billboards is not permitted.
- G. *Roof signs.* Roof signs may be permitted upon approval of a design which hides all supporting members. Roof sign area will be included in the total allowed wall sign area for the wall over which the roof sign is erected. Roof signs are not permitted by right.
- H. *Canopy signs.* Signs painted on or affixed to canopies which are part of the building shall be considered part of the total allowed area of wall signs for the wall from which the canopy projects. Signs painted on or affixed to canopies which are freestanding shall be considered part of the total allowable area of freestanding signs for that use. ~~Signs suspended under canopies (marquees) which project over public rights-of-way shall be limited to six square feet.~~ Signs with changeable copy (reader boards) located on marquees of theaters or similar public assembly uses may combine the total allowable area for all building faces as permitted by the City so long as there are no wall signs placed upon building faces other than the face to which the marquee is attached.
- ~~I. *Banner signs.* Banner signs will be permitted under the following conditions:~~
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- ~~1. Sign must be mounted or displayed on the face of a building or affixed to supporting poles or on a permanent fence in such a manner as to prevent displacement by wind or other cause. Location of banner sign must be such that safe sight distances are maintained for pedestrian and vehicular traffic.~~
 - ~~2. Sign may not be larger than 100 square feet.~~
 - ~~3. For grand opening promotions, banner signs may be displayed for 60 consecutive days (only one such display per business location).~~
 - ~~4. For new businesses without permanent signs, a banner sign may be permitted for up to six months. One six-month extension may be granted by the Planning Commission Zoning Administrator.~~
 - ~~5. For bankruptcy or going out of business promotions, banner signs may be displayed for 60 consecutive days (only one such display per business license).~~
 - ~~6. For all other sales and events, banner signs may be displayed for a maximum of 30 days per quarter (a three-month period).~~
 - ~~7. Banner signs which become tattered, worn, or in a state of disrepair must be immediately removed, regardless of time limits. However, a replacement banner sign with the same message may be erected for the remainder of the time limit.~~
- ~~J. *Floating signs.* Such signs may be permitted by the Zoning Administrator as a temporary use for special events, sales, or similar occasions for a time period not exceeding 21 days. One such 21-day period may be approved in each three-month period.~~
- ~~I. *Wind signs.* Wind signs are prohibited.~~
- ~~J. *Political or campaign signs.* Political or campaign signs are permitted under the following conditions:~~
- ~~1. Such signs must advocate for the election or defeat of a candidate for public office, or for the approval or defeat of a ballot proposition.~~
 - ~~2. Such signs shall not be erected or maintained within any public right-of-way nor shall such signs overhang public property or a public right-of-way.~~
 - ~~3. Such signs shall not be attached to a utility pole, light pole, an electric utility box, [traffic signs](#), [street signs](#), [utility poles](#), [mail boxes](#), a traffic control device, or any railroad sign or signal.~~
 4. Political or campaign signs may be allowed on certain City-owned or controlled properties if identified in a resolution approved by the Hurricane City Council. Such signs on City-owned or controlled property shall only be displayed during Federal, State, or Local elections periods. The election period begins upon the first election deadline for candidates to file a declaration of candidacy for the applicable election. Political signs shall be removed from the city-owned or
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controlled property within three (3) business days after the general election or the defeat of the candidate or ballot proposition, whichever occurs first. Political signs regarding candidates that are defeated in a primary election shall be removed from the property within three (3) business days after the primary election.

5. Such signs shall not constitute a traffic, pedestrian, line-of-sight, or other safety hazard or nuisance.
6. Such signs shall not be erected, constructed, or maintained upon any property without the consent of the owner or person entitled to possession of the property.
7. Such signs shall not be located within 150 feet of a building that is serving as a polling place for an election on an election day. (UCA 20A-3-501)
8. Such signs shall comply with all state laws governing political signs and political advertising. Enforcement, abatement, and disposal of non-compliant political signs shall also be conducted pursuant to all applicable state laws governing such action.
9. Political signs may be allowed in park strips only if (1) the person posting the political sign is the owner or lawful occupant of property that is adjacent to the park strip and (2) the person is required by a local ordinance or an agreement to maintain the park strip; or if the person posting the sign obtains consent to post the political sign from the person previously described.
10. A sign owner that posts or displays a political sign on a park strip shall ensure that the political sign is removed from the park strip no later than fourteen (14) calendar days after the day of the election to which the political sign relates.

K. *Electronic message centers (EMC).* Electronic messaging signs shall comply with the following standards:

1. Message content shall not flash, strobe, or blink.
2. Static messaging content and images shall have a minimum dwell time of eight (8) seconds, meaning a sign cannot change messages more frequently than eight seconds.
3. Video content, sometimes referred to as “dynamic” messaging, is allowed but no portion of the message may have or cause a flashing, strobing, or blinking effect.
4. The images and messages displayed must be complete in themselves, without continuation in content to the next image or message or to another sign or multiple signs.
5. Shall be located at least three hundred (300) feet from any residence as measured from any part of EMC to the nearest property line of the residence.

This distance may be reduced to one hundred fifty (150) feet if no portion of the EMC display face or viewing surface is visible from the residence.

6. Shall be equipped with both a dimmer control and a photocell that automatically adjusts the display's intensity according to changes in the day/night ambient light levels. In addition, EMCs must have a default mechanism to turn off the sign within twenty-four (24) hours of a reported malfunction.
7. The illumination at no time shall cast a light level greater than three-tenths (3/10) foot candle more than the ambient light level at the location. Light cutoff devices should minimize light above the sign. Foot candle readings shall be measured at ground level and at the distances shown in the table below:

<u>Sign Size (square feet)</u>	<u>Distance From Source</u>
<u>0 to 100</u>	<u>100 feet</u>
<u>101 to 200</u>	<u>150 feet</u>

8. Shall not be located closer than five hundred (500) linear feet from an interstate highway or interchange, as measured from any part of the sign to the nearest right-of-way line. Shall also comply with any applicable Department of Transportation regulations.

LK. Sign Illumination. Lighting fixtures used to illuminate any sign shall be mounted on the top of the sign structure and shielded to prevent the emission of light beyond the sign.

ML. Location. Except as expressly permitted by this Chapter, no sign shall be placed in or on any public right-of-way or park strip, nor shall such signs overhang public property or a public right-of-way. Any sign posted upon public property may be removed immediately by the city, but in no case shall the failure to remove said sign constitute acquiescence or waiver by the city of the illegal placement of the sign. No sign shall be constructed or erected in such a location or manner that it obstructs or unreasonably interferes with an existing sign. Any such sign removed shall not be destroyed within a period less than thirty (30) days from the date of removal.

N. Temporary signs. Temporary signs shall comply with the following standards:

1. All temporary signs require approval of a sign permit.
2. Off premises temporary signs are not allowed (see also Note 1 of Table 10-36-1).
3. Temporary signs may be attached to existing permanent signs for grand openings or upon the change of ownership or name of the business. Such temporary signs shall only be allowed during the grand opening period or upon the change of ownership or name change period, with neither period of time extending beyond sixty (60) days.

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4. Temporary signs shall not be placed in or over a public right of way, or otherwise impair the visibility of traffic, constitute a vehicular or pedestrian traffic hazard, or cause a public nuisance of any kind. No temporary sign shall be attached to a utility pole or tree. They must be firmly secured to the building or ground.
 5. Temporary signs may be attached to existing permanent signs for grand openings or upon the change of ownership or name of the business. Such temporary signs shall only be allowed during the grand opening period or upon the change of ownership or name change period, with neither period of time extending beyond sixty (60) days.
 6. Banner signs may not be larger than 100 square feet. Such signs must be mounted or displayed on the face of a building or affixed to supporting poles or on a permanent fence in such a manner as to prevent displacement by wind or other cause. Location of banner signs must be such that safe sight distances are maintained for pedestrian and vehicular traffic. Banner signs which become tattered, worn, or in a state of disrepair must be immediately removed. For grand openings, bankruptcy, or going out of business promotions, only one such display per business license is allowed.
 7. Events intending to use on-premises temporary signs may be permitted for up to sixty (60) days upon approval of a sign permit.
 8. Floating signs may be permitted by the Zoning Administrator as a temporary use for special events, sales, or similar occasions for a time period not exceeding twenty-one (21) days in any three-month period.

(Ord. 2008-4, 3-6-2008; Ord. 2009-03, 3-19-2009; Ord. 2009-18, 11-19-2009; Ord. 2014-3A, 3-6-2014)

Sec. 10-36-4. Violation and remedies.

It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, it shall be deemed a class C misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this Code.

A. In addition to the remedies and enforcement procedures outlined in chapter 9 of this title, the City may invoke the following remedies:

1. Order the defect corrected within a period of time, not exceeding 60 days from the date of notice or the time established by an agreement signed by the Zoning Administrator, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; or
2. If the defect cannot be corrected without resulting in a violation of the provisions of this chapter, order that the subject sign be removed by and at the expense of

the owner of the sign, within a period of time not exceeding 30 days from the date of notice.

- B. It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, the City may do the following:
 - 1. Order the defect corrected within a fixed period of time, not exceeding 30 days, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; but
 - 2. If correction of the defect will result in a violation of the provisions of this chapter, order that the subject sign be removed by and at the expense of the owner of the sign, within a fixed period of time not exceeding 30 days.
- C. If the owner of the sign contests the order of the City, the remedy shall be an appeal to the Appeals Board, which appeal shall be taken in the time and manner otherwise provided in section 10-7-19 of this title for appeals to the Appeals Board.
- D. If the owner of the sign fails or refuses to remove the subject sign at the order of the City, the City may remove the sign at any time after the owner thereof exhausts his or her administrative remedies in relation thereto, unless otherwise ordered by a court of law. Removal by the City shall be at the expense of the owner, and the City may obtain judgment against the owner in an amount equal thereto, together with reasonable attorney fees and costs.

(Ord. 2008-4, 3-6-2008; Ord. 2018-12, 10-18-2018)

Sec. 10-36-5. Exceptions.

- A. This Chapter shall have no application to signs used exclusively for:
 - A.—1. The display of official notices used by any court or public body or official, or the posting of notices by any public officer in the performance of a duty, or by any person giving legal notice.
 - B.—2. Directional, warning, or informational signs of a public or semipublic nature, erected and maintained by an official body or public utility.
 - C.—3. Any sign of a noncommercial nature when used to protect the health, safety, or welfare of the general public.
 - D. 4. Any official flag, pennant or insignia of any nation, state, City, or other political unit.
 - E. ~~Time and temperature signs and elements of commercial signs which convey only time, temperature, or weather conditions.~~
In zones other than residential or residential agriculture, a

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-6. Location standards.

All signs and outdoor advertising structures shall comply with the following location requirements:

- A. *Not obstruct, interfere.* No sign shall be erected in such a manner that any portion of the sign or its support will interfere with the use of any fire escape, exit or standpipe, or obstruct any required stairway, door, ventilator or window. No sign or its support shall create a visual obstruction and shall be erected to comply with the supplemental development standards in subsection 10-37-9E of this title.
- B. *Sight triangle.* No freestanding or projecting sign shall be erected at any intersection improved for vehicular traffic within a triangular area formed by the property lines and their projections and a line connecting them at points 25 feet from the intersections of the projecting property lines; ~~unless same in its entirety is less than three feet, or more than eight feet above the curb grade, no part of its means of support has a single or joined horizontal dimension exceeding 12 inches, or said sign is within an area in which a building or structure is permitted by the provisions of the respective zone.~~
- C. *Utility clearance.* No sign shall be erected or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the state or rules and regulations duly promulgated by agencies thereof or by electrical utility providers. No signs shall be erected or maintained on any utility pole except by the utility company itself.
- D. *Clearance; public, private ways.* No sign shall be erected in such a manner that any portion of the sign or its support will extend over a public or private walkway with a minimum clearance of less than ten feet.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-7. Sign development standards.

- A. Monument signs are encouraged in all planned commercial zones and commercial zones located along the commercial corridor of SR-9 and SR-7.
- B. Monument signs are required in all other zones including planned developments, project entrances, historical zones, and park, church, and school sites.
- C. Wall signs shall be so placed as to utilize existing architectural features of a building without obscuring them. Wall signs shall be oriented toward pedestrians or vehicles within close proximity to the sign.

The area of wall sign shall be no greater than ~~20~~25 percent of the total square footage of the wall where it is located. Marquee, canopy, and roof signs shall be considered part of the ~~20~~25 percent area limit.

No part of any such sign shall extend above the top level of the wall upon, or in front of, which it is located.

No such sign, including any light box or structural part, shall project more than 18 inches from the face of the part of the building to which it is attached. No copy is permitted on the sides of any such sign.

- D. Freestanding signs. There may be one such sign per frontage on properties with up to 200 feet of frontage. ~~for each 200 feet of frontage of the property, plus one~~ One additional sign may be permitted for each additional 200 ~~feet-foot~~ of frontage. In the case of a parcel of property having multiple occupancies with a common frontage, the frontage shall be deemed to be that of the entire commonly used parcel of property and not the frontage of individual businesses or occupancies.

~~Such signs shall not exceed 35 feet in height.~~

~~No such sign shall project more than 15 feet into any required front yard.~~

- E. New buildings or clusters of buildings having more than one tenant or use shall provide a sign plan for the entire structure or project. The sign plan must be designated so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering styles, scale, symbols, and size of signs and backgrounds. Only one freestanding sign may be allowed, if permitted by this chapter, for clusters of buildings. Individual businesses may be identified on the same sign. The Planning Commission may approve a sign in excess of the maximum size permitted by this chapter when considering the overall sign plan.
- F. Signs which become tattered, worn, or in a state of disrepair must be removed if not repaired within 21 days of written notice by City to sign owner.

(Ord. 2008-4, 3-6-2008; Ord. 2014-3A, 3-6-2014)

Sec. 10-36-8. Special purpose signs.

In addition to any other permitted signs, signs for special purposes set forth in this section shall be permitted as provided herein:

- A. *For sale, rent or lease signs.* In all zoning districts, signs may be erected to advertise the sale, rent or lease of property upon which said signs are placed. Said signs shall be limited to one sign per street face, unless otherwise provided by the zoning provisions, and shall not exceed an area of six square feet in residential zones or 25 square feet in nonresidential zoning districts. Said signs shall be exempt from project plan approval.

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- B. *Directory signs.* In all districts where group occupancies in office buildings, commercial buildings, or industrial buildings are permitted, directory signs may be erected displaying the names of occupants of a building who are engaged in a particular profession, business or industrial pursuit. Said sign shall be situated at least 15 feet inside the property line and shall not exceed 12 feet in height. Said sign shall not exceed an area of 100 square feet and shall not be placed within a clear vision area of a corner lot as set forth in section 10-37-9 of this title.
 - C. *Construction project signs.* Signs may be erected in conjunction with construction projects and used for the purpose of publicizing the future occupants of the building, architects, engineers and construction organizations participating in the project; and such other information as may be approved by the Zoning Administrator. In residential districts, no such sign shall exceed 100 square feet in area. In other districts, no such sign shall exceed an area of 200 square feet, and no freestanding sign shall exceed 12 feet in height. All such signs shall be removed before final inspection.
 - D. *Directional signs.* Directional signs may be erected for the purpose of facilitating or controlling the efficient or safe movement of pedestrians or vehicles on or into private property. If a directional sign is not located on the property or properties to which it pertains, it may not be located on another property that contains more than one other directional sign. Consent of the other property owner, lessee, or occupant is required. No such sign shall exceed 16 square feet.
 - E. *Open house signs.* Open house signs advertising real estate open for inspection for a prospective sale may be placed on private property in all districts with the consent of the owner, lessee or occupant. Such signs may state the name of the person or firm sponsoring the open house. Such signs shall not exceed six square feet. No more than two such signs may be placed on any one parcel of private property at the same time.
 - F. *Church, quasi-public organizations and apartment house identification signs.* In all districts, a church or quasi-public organization may erect one wall sign on the premises to identify the name of the organization and announce activities thereof. Apartment houses of five or more dwelling units may erect one wall sign on the premises to identify only the name of the apartment complex and to indicate a vacancy. Said wall sign shall not exceed an area of 32 square feet, and may be mounted upon a freestanding, ornamental structure if approved by the Zoning Administrator.
 - G. *Bus bench signs.* In all zones, bus bench signs are prohibited.
 - H. *Development promotional and directional signs.* Two development promotional signs facing different directions may be placed on the premises of each subdivision, planned development, or condominium project having five or more lots or approved dwelling units. Said promotional sign may have an area of 64 square feet. Two additional promotional signs facing different directions may be placed on the
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premises of each subdivision, planned development or condominium project having two or more separate, major points of access at each major access point. All of the above signs shall be removed not later than 30 days following the sale of all lots in said development.

- I. *Yard/garage sale signs.* Such signs may be posted only for those sales conducted in compliance with subsection 10-48-3C of this title.
- J. *Entry feature sign.* Such signs may be constructed at entrances of residential or commercial projects subject to all the safety and visibility provisions of this title.

(Ord. 2008-4, 3-6-2008; Ord. 2012-2, 4-19-2012)

Sec. 10-36-9. Classification of signs.

Every sign erected or proposed to be erected within the City shall be classified in accordance with the definitions of signs contained in this chapter. Any sign which does not clearly fall within one of the classifications shall be placed in the classification which the sign, in view of its design, location and purpose, most clearly approximates by the Zoning Administrator.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-10. Signs permitted in agricultural (A) and residential (R) zones and noncommercial uses.

No sign shall be erected in any agricultural or any residential zones or for noncommercial uses except that [\(a\) political signs may be erected in all zones in compliance with this Chapter, and \(b\) certain special purpose signs may be erected in all zones in compliance with the provisions of section 10-36-6-8](#) of this chapter.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-11. Signs permitted in other zones.

For those zoning districts which do not have sign regulations as a part of the zone provisions, and for those which are not readily placed into classifications referred to in preceding sections, the Planning Commission shall classify said zones as either: residential (R); agricultural (A); commercial (C); or industrial (I) zones, depending upon the similarity of the characteristics and permitted uses of said zone to those already classified. When such a classification has been made by the City, the sign provisions applying to the respective classification shall apply to said zones.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-12. Off premises advertising structures.

- A. *Prohibition of new off premises signs.* Except for off premises public information and logo signs meeting the size, shape, color and other requirements described in subsection B2 of this section, no permits shall be issued for the construction of off premises signs or outdoor advertising structures. All lawfully existing off premises signs and outdoor advertising structures as of the adoption of this chapter are declared nonconforming uses in all zones of the City.
- B. *Public information and logo signs.*
1. Off premises public information signs are permitted pursuant to this section for the purpose of directing the traveling public to points of interest, historical sites and other locations of interest, approved as such by the City. Specifications for off premises information signs are as set forth in the Manual of Uniform Traffic Control Devices for Streets and Highways and all such signs shall comply with those specifications.
 2. Off premises "logo" signs within a Utah Department of Transportation (UDOT) right-of-way are permitted under this section for the purpose of directing the traveling and general public to business establishments which provide lodging, food, camping, gas or other services. Identified by ~~the state department of transportation-UDOT~~ as the "logo-sign program," "Outdoor Advertising Control" program, these signs shall comply with the following regulations:
 - a. ~~i~~In constructing and maintaining a logo sign, ~~program-of-signs~~, the owner and installation contractor shall comply with and adhere to all applicable state and federal laws and regulations, and to UDOT policy and procedure.
- C. *City may amortize.* The City may acquire title to off premises nonconforming signs or outdoor advertising structures by gift, purchase, agreement, exchange or eminent domain, and shall have the right to amortize off premises nonconforming signs as permitted by state or federal law.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-13. Nonconforming signs.

- A. *On premises signs.* All on premises or appurtenant signs which have been made nonconforming by the adoption of provisions contained within this chapter shall be subject to the following regulations:
1. *Unsafe signs.* Any sign or portion thereof declared unsafe by a proper public authority must be restored to a safe condition or removed within 30 days of mailing or otherwise given notice of the unsafe condition.

2. *Alterations.* A nonconforming sign shall not be reconstructed, raised, moved, placed, extended or enlarged or other alteration made unless said sign is changed so as to conform to all provisions of this chapter. "Alterations" shall also mean that changing of the text or message on the sign from one use of the premises to another use of the premises and the changing of the ownership of the sign when that ownership necessitates a change in the text or message of the sign. "Alterations" shall not be interpreted to include changing the text or copy on off premises advertising signs, theater signs, outdoor bulletins or other similar signs which are designed to accommodate changeable copy.
 3. *Restoration.* Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God, act of a public enemy, or damaged by any other cause, to the extent of more than 60 percent of its assessed value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter or shall be removed.
- B. *Off premises signs.* All off premises signs which are made nonconforming uses by the provisions of this chapter shall be subject to the provisions of Utah Code Annotated sections [10-9a-51120-1003](#), [10-9a-51220-607](#), and [10-9a-51320-608](#) or subsequent amendments.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-14. Sign features and requirements by zone.

TABLE 10-36-1

<u>Zone</u>	Agricultural/ Residential	Commercial	Industrial	SR-9 & SR-7
SIGN TYPE				
On premises signs:				
Canopy	N	P	P	P
Entry feature	P	P	P	P
Fascia	N	P	P	P
Freestanding	N	P	P	P
Marquee	N	P	P	P
Monument	N	P	P	P
Wall	N	P	P	P
Window	N	P	P	P
<u>Wind signs</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
Off premises signs ¹	N	N	N	N
SIGN EFFECTS AND COPY CONTENT				
On premises signs:				
Animated ⁴	N	<u>NP</u>	<u>NP</u>	<u>NP</u>

Changeable copy	N	P	P	P
Electronic message center	N	P	P	P
Flashing/ <u>strobing</u>	N	N	N	N
Identification	P	P	P	P
Illuminated	N	P	P	P
Rotating	N	NP	NP	NP
Off premises signs ¹	N	N	N	N
SIGN DIMENSIONS				
Maximum sign height²:				
Freestanding	n/a	35'	35'	35'
Monument sign	n/a	35'	35'	35'
Maximum sign area³:				
Freestanding	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
<u>Electronic message center</u>	<u>n/a</u>	<u>200 sq. ft.</u>	<u>200 sq. ft.</u>	<u>200 sq. ft.</u>
Home based business	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name
Monument sign	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
NUMBER OF SIGNS (per building or lot)				
On premises signs:				
Canopy	n/a	1	1	1
Entry feature	Per site plan	Per site plan	Per site plan	Per site plan
Fascia	n/a	1	1	1
Freestanding	n/a	1	1	1
Per 200 feet of single project frontage	n/a	1 monument or 1 freestanding	1 monument or 1 freestanding	1 monument or 1 freestanding
Marquee	n/a	1	1	1
Monument	n/a	1	1	1
Wall	n/a	<u>1 per street face</u>	1	1
Window	n/a	1	1	1
Off premises signs ¹	N	N	N	N
Location of signs:				

Minimum clearance under sign	n/a	10'	10'	10'
Minimum support setback from public right-of-way	n/a	5'	5'	5'
Maximum overhang of public right-of-way	n/a	5'	5'	5'
Maximum thickness of sign over public right-of-way	n/a	3'	3'	3'

Notes:

1. Except in residential zones, limited off premises temporary signs up to twenty-five square feet in area for community events, such as county fairs and city-sponsored events or events of city interest, may be permitted. Such signs shall be non-permanent and require approval of a sign permit and must be authorized by the property owner. The location of the sign must be such that safe sight distances are maintained for pedestrian and vehicular traffic.
2. The Planning Commission, upon review of a detailed sign plan, and pursuant to its discretion in considering the health, welfare, and safety of the public, may approve a sign in excess of the maximum height permitted by this chapter, not to exceed fifty-five (55) feet, for any of the following circumstances:
 - a. The property sits significantly below the level of an adjacent roadway and a taller sign is needed to achieve standard visibility for drivers.
 - b. Existing permanent structures such as highway sound walls or topographic features on adjacent properties or rights-of-way create a substantial visual obstruction that renders the sign ineffective from the public roadway unless a taller sign is permitted.
 - c. The property is in a commercial or industrial zone and is located within one-half mile of an interstate right-of-way.
 - d. For uses that provide travel-related services such as gas stations, convenience stores, or hotels: The property (1) is in a commercial or industrial zone, (2) lacks frontage on a state highway, and (3) is located within 1,000 feet of a state highway.

The proposed sign shall not present a danger or hazard to the general public or create a visual obstruction for pedestrian or vehicular traffic, nor shall the sign be a nuisance or visual detriment to the community or conflict with the intent or purpose of this chapter.
3. The Planning Commission, upon review of a detailed overall sign plan, and pursuant to its discretion in considering the health, welfare, and safety of the public, may approve a sign in excess of the maximum size permitted by this Chapter.
4. Electronic message centers that display video messaging content on a video display screen are not considered to be an animated sign. See definition of "animated sign" in Section 10-36-2.

(Ord. 2014-3A, 3-6-2014)

Sec. 10-36-15. Flagpole and Flags.

- A. A flagpole is permitted in all zones. A limit of one (1) flagpole is permitted on each lot or parcel.

B. Flagpole height.

1. Except as provided under subsection (B)(2) of this section, the maximum height of a flagpole may not exceed the maximum height allowed for any structure in the zone where the flag is located.
2. A conditional use permit may be granted pursuant to Section 10-7-9 for a flagpole displaying only the flag of the United States or State of Utah up to a maximum height to one hundred feet (100') in nonresidential zones.

C. Location and lighting.

1. A flagpole may not be located in a manner as to cause a safety hazard.
2. A flag may not extend beyond the property line of the lot on which the flagpole is located.
3. Lighting fixtures shall be shielded to prevent direct illumination of adjoining properties and public rights-of-way.

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10 CHAPTER 36 REGARDING SIGN REGULATIONS

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 36 with regards to regulations pertaining to signs; and

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

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

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 36 of the Hurricane City Code be amended, and that it read as follows:

CHAPTER 36. SIGNS

Sec. 10-36-1. Purpose.

The purpose of the sign regulations set forth in this chapter is intended to:

- A. Eliminate potential hazards to motorists and pedestrians by requiring that signs are designed, constructed, installed and maintained in a manner that promotes the public health, safety and general welfare of the citizens of the City;
- B. Encourage signs which, by their design, are integrated with and harmonious to the buildings and sites, including landscaping, which they occupy;
- C. Encourage sign legibility through the elimination of excessive and confusing sign displays;
- D. Preserve the appearance of the City as a place in which to live and to work, and create an attraction to nonresidents to come to visit or trade;
- E. Allow each individual business to clearly identify itself and the nature of its business in such a manner as to become the hallmark of the business which will create a distinctive appearance and also enhance the City character;
- F. Safeguard and enhance property values, and protect public and private investment in buildings and open space.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-2. Definitions.

The following words and phrases whenever used in this chapter shall be construed as defined in this section:

A-frame sign means any sign or structure composed of two sign faces mounted or attached back to back in such a manner as to form a basically triangular vertical cross section through the faces.

Animated sign means any sign designed or constructed to convey a message through the mechanical movement or rotation of the sign and/or the flashing, strobing, or rotation of lights or figures on the sign. Electronic message centers that display video messaging content on a video display screen are not considered to be an animated sign.

Banner means a flexible temporary sign characteristically supported by two or more points. It is generally made of fabric or other nonrigid materials with no enclosing frame.

Billboard means a freestanding ground sign located on real property that is designed and intended to direct attention to a business, product, service, or message that is not sold, offered or existing on the property, nor specific to the property where the property sign is located.

Building face means the visible outer surface of an exterior wall of a building. The area of the face of the building shall be the total area of such surface, including doors and windows.

Canopy. See definition of *marquee*.

Disrepair. A sign shall be considered in disrepair when it fails to be in the same form as originally constructed, or when it fails to perform its intended function of conveying a message. Conditions shall include, but not be limited to:

- A. Structural pole or support failure.
- B. Signs not being held vertically or as originally constructed.
- C. Borders falling off or removed.
- D. Panels missing or falling off.
- E. Message or parts thereof falling off or in disrepair such that it cannot be interpreted by the motoring public.
- F. Signs that are overgrown by trees or other vegetation.

Electronic message center means a sign that displays video messaging content that may change at frequent intervals on a video display screen that is controlled electronically via a programming device. Sometimes referred to as “digital” or “electronic” billboards.

Entry feature sign means a monument sign that is placed at the entrance of a subdivision or other residential or commercial project as part of a distinct architectural or landscape feature that identifies the project and displays the project name.

Erect means to build, construct, place, relocate, enlarge, substantially alter, attach, suspend, paint, post or display. Normal maintenance, including refinishing, is not included in this definition, provided the use, look, or content of the sign is not changed or altered.

Flag means a flag, pennant or insignia of any nation, state, City or other political unit, or of a nonprofit organization. A Flag does not include material commercial in nature and used for advertising purposes.

Flagpole means a pole for the purpose of displaying a Flag as defined herein.

Floating sign means any inflatable or floating sign or advertising device that is affixed to or displayed at a place of business. Examples are blimps, hot air balloons, and inflatable figures.

Freestanding sign means any sign that is standing on or erected into the ground. Such signs are usually, but not necessarily, supported from the ground by one or more poles or posts or similar uprights, with or without braces. Any sign which is mounted into the ground, but has the supports to any portion of the roof of a building or structure, shall be considered to be a roof sign.

Frontage means the length of the sides along the street or any other principal public thoroughfare, but not including such length along an alley, watercourse, railroad, street or thoroughfare with no permitted access.

Logo signs means any sign whose single feature is a reproduction of the common recognized logo of the company and/or product.

Marquee means any permanent rooflike structure projection beyond a building or wall, generally designed and constructed to provide protection from the weather.

Monument sign means any on premises sign which is mounted directly to the ground having a foundation or pedestal that is at least 60 percent of the width of the actual sign structure and meeting the standards for height set for monument signs.

Movable, freestanding sign means any sign not affixed to or erected into the ground.

Off-premises sign means any sign which advertises products, development projects, services, or business establishments which are not located, conducted, manufactured, or sold upon the same premises upon which the sign is erected.

On-premises sign means any sign which advertises products, services, development projects, or business establishments which are located, conducted, manufactured or sold upon the same premises on which the sign is erected. "On premises" may include separate parcels that are contiguous to the premises where projects, services, development projects or business establishments are located and owned by the same person or legal entity. Only one sign is permitted on a contiguous parcel.

Outdoor advertising sign. See definition of *on-premises sign*.

Political or campaign sign means any sign or document that advocates the election or defeat of a candidate for public office, or the approval or defeat of a ballot proposition.

Projecting sign means any sign attached to a building or structural wall and extending horizontally outward from such wall more than 18 inches.

Public event banner means a banner pertaining to festivals or events which is installed as a temporary sign.

Public information sign means signs presenting travel information and signs concerning historic and scenic sites, public recreation facilities, miscellaneous instructions and warnings.

Reader board means a sign with manually changeable copy such as gas station prices, school events, etc.

Real property means land or real estate, with or without structures; not goods or services.

Residential zone or district means any zone which is designated by the prefix "R" in this title.

Roof sign means any sign which is erected upon or over the roof or over a parapet of any building or structure.

Sign means any words, lettering, parts of letters, documents, figures, numerals, phrases, sentences, devices, designs, pictures, trade names or trademarks by which anything is made known, such as are used to designate a firm, association, corporation, profession, person, political campaign, proposition, business or service, whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building, wall, roof, frame, support, fence or other manmade structure, which are visible from any public street, public highway or public road right-of-way. For the purpose of this chapter, the word "sign" does not include the flag, pennant or insignia of any nation, state, City or other political unit, or of a nonprofit organization. It shall not include, further, any official notice issued by any court, public body or officer, or directional, warning or informational sign or structure required or authorized by law.

Sign area means the area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a double faced sign covering the same subject shall be computed. For signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display on one face. An electronic message center will be included in calculation of overall sign area.

Temporary means a period not to exceed sixty (60) days.

Time and temperature device means any mechanism that displays the time and/or temperature, but does not display any commercial advertising or identification.

Wall signs means any sign posted, or painted upon, suspended from, or otherwise affixed to a wall, fascia, canopy, or marquee of a building located on the site to which the sign pertains.

Wind sign means any propeller, spinner, or similar commercial advertising device or sign that is designed to flutter, spin, rotate, or display other movement under the influence of wind. This definition shall not include pennants, flags, or banners.

(Ord. 2014-3A, 3-6-2014)

Sec. 10-36-3. General requirements.

The following general requirements shall apply to all signs and outdoor advertising structures which may be erected or maintained within the City:

- A. *Sign approval.* Except as otherwise provided, it shall be illegal to erect or maintain any sign or outdoor advertising structure in the City without first obtaining the approval of the City for said sign or advertising structure, the granting of which shall be based upon the provisions of this chapter.
- B. *Permits.* The approval of the City shall be evidenced by a permit issued by the Zoning Administrator in accordance with the provisions of section 10-7-15, sign permit, of this title.
- C. *Animated signs.* Animated signs are prohibited.
- D. *Sound or emissions.* No sign shall be designed for the purpose of emitting sound, smoke, steam, or other visible emissions.
- E. *Movable and non-permanent freestanding signs.* Except as otherwise provided in this chapter, all movable and non-permanent freestanding signs, including, but not limited to, movable, freestanding, and A-frame signs, are prohibited off premises. This prohibition shall include signs mounted or painted upon vehicles or trailers which are parked in any location for the purpose of calling attention to or advertising a person, place, or thing.
- F. *Off premises billboard signs and off premises outdoor advertising structures.* Off premises billboard signs and off premises outdoor advertising structures are not permitted in any location within the City. Conversion of existing billboards, of any size or any description, to electronic or digital billboards is not permitted.
- G. *Roof signs.* Roof signs may be permitted upon approval of a design which hides all supporting members. Roof sign area will be included in the total allowed wall sign area for the wall over which the roof sign is erected. Roof signs are not permitted by right.
- H. *Canopy signs.* Signs painted on or affixed to canopies which are part of the building shall be considered part of the total allowed area of wall signs for the wall from which the canopy projects. Signs painted on or affixed to canopies which are freestanding shall be considered part of the total allowable area of freestanding signs for that use. Signs with changeable copy (reader boards) located on marquees of theaters or similar public assembly uses may combine the total allowable area for all building faces as permitted by the City so long as there are no wall signs placed upon building faces other than the face to which the marquee is attached.
- I. *Wind signs.* Wind signs are prohibited.

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- J. *Political or campaign signs.* Political or campaign signs are permitted under the following conditions:
1. Such signs must advocate for the election or defeat of a candidate for public office, or for the approval or defeat of a ballot proposition.
 2. Such signs shall not be erected or maintained within any public right-of-way nor shall such signs overhang public property or a public right-of-way.
 3. Such signs shall not be attached to a utility pole, light pole, an electric utility box, traffic signs, street signs, utility poles, mail boxes, a traffic control device, or any railroad sign or signal.
 4. Political or campaign signs may be allowed on certain City-owned or controlled properties if identified in a resolution approved by the Hurricane City Council. Such signs on City-owned or controlled property shall only be displayed during Federal, State, or Local elections periods. The election period begins upon the first election deadline for candidates to file a declaration of candidacy for the applicable election. Political signs shall be removed from the city-owned or controlled property within three (3) business days after the general election or the defeat of the candidate or ballot proposition, whichever occurs first. Political signs regarding candidates that are defeated in a primary election shall be removed from the property within three (3) business days after the primary election.
 5. Such signs shall not constitute a traffic, pedestrian, line-of-sight, or other safety hazard or nuisance.
 6. Such signs shall not be erected, constructed, or maintained upon any property without the consent of the owner or person entitled to possession of the property.
 7. Such signs shall not be located within 150 feet of a building that is serving as a polling place for an election on an election day. (UCA 20A-3-501)
 8. Such signs shall comply with all state laws governing political signs and political advertising. Enforcement, abatement, and disposal of non-compliant political signs shall also be conducted pursuant to all applicable state laws governing such action.
 9. Political signs may be allowed in park strips only if (1) the person posting the political sign is the owner or lawful occupant of property that is adjacent to the park strip and (2) the person is required by a local ordinance or an agreement to maintain the park strip; or if the person posting the sign obtains consent to post the political sign from the person previously described.
 10. A sign owner that posts or displays a political sign on a park strip shall ensure that the political sign is removed from the park strip no later than fourteen (14) calendar days after the day of the election to which the political sign relates.
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K. *Electronic message centers (EMC).* Electronic messaging signs shall comply with the following standards:

1. Message content shall not flash, strobe, or blink.
2. Static messaging content and images shall have a minimum dwell time of eight (8) seconds, meaning a sign cannot change messages more frequently than eight seconds.
3. Video content, sometimes referred to as “dynamic” messaging, is allowed but no portion of the message may have or cause a flashing, strobing, or blinking effect.
4. The images and messages displayed must be complete in themselves, without continuation in content to the next image or message or to another sign or multiple signs.
5. Shall be located at least three hundred (300) feet from any residence as measured from any part of EMC to the nearest property line of the residence. This distance may be reduced to one hundred fifty (150) feet if no portion of the EMC display face or viewing surface is visible from the residence.
6. Shall be equipped with both a dimmer control and a photocell that automatically adjusts the display’s intensity according to changes in the day/night ambient light levels. In addition, EMCs must have a default mechanism to turn off the sign within twenty-four (24) hours of a reported malfunction.
7. The illumination at no time shall cast a light level greater than three-tenths (3/10) foot candle more than the ambient light level at the location. Light cutoff devices should minimize light above the sign. Foot candle readings shall be measured at ground level and at the distances shown in the table below:

Sign Size (square feet)	Distance From Source
0 to 100	100 feet
101 to 200	150 feet

8. Shall not be located closer than five hundred (500) linear feet from an interstate highway or interchange, as measured from any part of the sign to the nearest right-of-way line. Shall also comply with any applicable Department of Transportation regulations.
- L. *Sign Illumination.* Lighting fixtures used to illuminate any sign shall be mounted on the top of the sign structure and shielded to prevent the emission of light beyond the sign.
- M. *Location.* Except as expressly permitted by this Chapter, no sign shall be placed in or on any public right-of-way or park strip, nor shall such signs overhang public property or a public right-of-way. Any sign posted upon public property may be removed immediately by the city, but in no case shall the failure to remove said sign constitute

acquiescence or waiver by the city of the illegal placement of the sign. No sign shall be constructed or erected in such a location or manner that it obstructs or unreasonably interferes with an existing sign.

N. *Temporary signs.* Temporary signs shall comply with the following standards:

1. All temporary signs require approval of a sign permit.
2. Off premises temporary signs are not allowed (see also Note 1 of Table 10-36-1).
3. Temporary signs may be attached to existing permanent signs for grand openings or upon the change of ownership or name of the business. Such temporary signs shall only be allowed during the grand opening period or upon the change of ownership or name change period, with neither period of time extending beyond sixty (60) days.
4. Temporary signs shall not be placed in or over a public right of way, or otherwise impair the visibility of traffic, constitute a vehicular or pedestrian traffic hazard, or cause a public nuisance of any kind. No temporary sign shall be attached to a utility pole or tree. They must be firmly secured to the building or ground.
5. Temporary signs may be attached to existing permanent signs for grand openings or upon the change of ownership or name of the business. Such temporary signs shall only be allowed during the grand opening period or upon the change of ownership or name change period, with neither period of time extending beyond sixty (60) days.
6. Banner signs may not be larger than 100 square feet. Such signs must be mounted or displayed on the face of a building or affixed to supporting poles or on a permanent fence in such a manner as to prevent displacement by wind or other cause. Location of banner signs must be such that safe sight distances are maintained for pedestrian and vehicular traffic. Banner signs which become tattered, worn, or in a state of disrepair must be immediately removed. For grand openings, bankruptcy, or going out of business promotions, only one such display per business license is allowed.
7. Events intending to use on-premises temporary signs may be permitted for up to sixty (60) days upon approval of a sign permit.
8. Floating signs may be permitted by the Zoning Administrator as a temporary use for special events, sales, or similar occasions for a time period not exceeding twenty-one (21) days in any three-month period.

(Ord. 2008-4, 3-6-2008; Ord. 2009-03, 3-19-2009; Ord. 2009-18, 11-19-2009; Ord. 2014-3A, 3-6-2014)

Sec. 10-36-4. Violation and remedies.

It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, it shall be deemed a class C misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this Code.

- A. In addition to the remedies and enforcement procedures outlined in chapter 9 of this title, the City may invoke the following remedies:
 - 1. Order the defect corrected within a period of time, not exceeding 60 days from the date of notice or the time established by an agreement signed by the Zoning Administrator, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; or
 - 2. If the defect cannot be corrected without resulting in a violation of the provisions of this chapter, order that the subject sign be removed by and at the expense of the owner of the sign, within a period of time not exceeding 30 days from the date of notice.
- B. It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, the City may do the following:
 - 1. Order the defect corrected within a fixed period of time, not exceeding 30 days, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; but
 - 2. If correction of the defect will result in a violation of the provisions of this chapter, order that the subject sign be removed by and at the expense of the owner of the sign, within a fixed period of time not exceeding 30 days.
- C. If the owner of the sign contests the order of the City, the remedy shall be an appeal to the Appeals Board, which appeal shall be taken in the time and manner otherwise provided in section 10-7-19 of this title for appeals to the Appeals Board.
- D. If the owner of the sign fails or refuses to remove the subject sign at the order of the City, the City may remove the sign at any time after the owner thereof exhausts his or her administrative remedies in relation thereto, unless otherwise ordered by a court of law. Removal by the City shall be at the expense of the owner, and the City may obtain judgment against the owner in an amount equal thereto, together with reasonable attorney fees and costs.

(Ord. 2008-4, 3-6-2008; Ord. 2018-12, 10-18-2018)

Sec. 10-36-5. Exceptions.

- A. This Chapter shall have no application to signs used exclusively for:

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1. The display of official notices used by any court or public body or official, or the posting of notices by any public officer in the performance of a duty, or by any person giving legal notice.
 2. Directional, warning, or informational signs of a public or semipublic nature, erected and maintained by an official body or public utility.
 3. Any sign of a noncommercial nature when used to protect the health, safety, or welfare of the general public.
4. Any official flag, pennant or insignia of any nation, state, City, or other political unit.
(Ord. 2008-4, 3-6-2008)

Sec. 10-36-6. Location standards.

All signs and outdoor advertising structures shall comply with the following location requirements:

- A. *Not obstruct, interfere.* No sign shall be erected in such a manner that any portion of the sign or its support will interfere with the use of any fire escape, exit or standpipe, or obstruct any required stairway, door, ventilator or window. No sign or its support shall create a visual obstruction and shall be erected to comply with the supplemental development standards in subsection 10-37-9E of this title.
- B. *Sight triangle.* No freestanding or projecting sign shall be erected at any intersection improved for vehicular traffic within a triangular area formed by the property lines and their projections and a line connecting them at points 25 feet from the intersections of the projecting property lines.
- C. *Utility clearance.* No sign shall be erected or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the state or rules and regulations duly promulgated by agencies thereof or by electrical utility providers. No signs shall be erected or maintained on any utility pole except by the utility company itself.
- D. *Clearance; public, private ways.* No sign shall be erected in such a manner that any portion of the sign or its support will extend over a public or private walkway with a minimum clearance of less than ten feet.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-7. Sign development standards.

- A. Monument signs are encouraged in all planned commercial zones and commercial zones located along the commercial corridors of SR-9 and SR-7.
- B. Monument signs are required in all other zones including planned developments, project entrances, historical zones, and park, church, and school sites.

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- C. Wall signs shall be so placed as to utilize existing architectural features of a building without obscuring them. Wall signs shall be oriented toward pedestrians or vehicles within close proximity to the sign.

The area of wall sign shall be no greater than 25 percent of the total square footage of the wall where it is located. Marquee, canopy, and roof signs shall be considered part of the 25 percent area limit.

No part of any such sign shall extend above the top level of the wall upon, or in front of, which it is located.

No such sign, including any light box or structural part, shall project more than 18 inches from the face of the part of the building to which it is attached. No copy is permitted on the sides of any such sign.

- D. Freestanding signs. There may be one such sign per frontage on properties with up to 200 feet of frontage. One additional sign may be permitted for each additional 200 feet of frontage. In the case of a parcel of property having multiple occupancies with a common frontage, the frontage shall be deemed to be that of the entire commonly used parcel of property and not the frontage of individual businesses or occupancies.
- E. New buildings or clusters of buildings having more than one tenant or use shall provide a sign plan for the entire structure or project. The sign plan must be designated so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering styles, scale, symbols, and size of signs and backgrounds. Only one freestanding sign may be allowed, if permitted by this chapter, for clusters of buildings. Individual businesses may be identified on the same sign. The Planning Commission may approve a sign in excess of the maximum size permitted by this chapter when considering the overall sign plan.
- F. Signs which become tattered, worn, or in a state of disrepair must be removed if not repaired within 21 days of written notice by City to sign owner.

(Ord. 2008-4, 3-6-2008; Ord. 2014-3A, 3-6-2014)

Sec. 10-36-8. Special purpose signs.

In addition to any other permitted signs, signs for special purposes set forth in this section shall be permitted as provided herein:

- A. *For sale, rent or lease signs.* In all zoning districts, signs may be erected to advertise the sale, rent or lease of property upon which said signs are placed. Said signs shall be limited to one sign per street face, unless otherwise provided by the zoning provisions, and shall not exceed an area of six square feet in residential zones or 25 square feet in nonresidential zoning districts. Said signs shall be exempt from project plan approval.

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- B. *Directory signs.* In all districts where group occupancies in office buildings, commercial buildings, or industrial buildings are permitted, directory signs may be erected displaying the names of occupants of a building who are engaged in a particular profession, business or industrial pursuit. Said sign shall be situated at least 15 feet inside the property line and shall not exceed 12 feet in height. Said sign shall not exceed an area of 100 square feet and shall not be placed within a clear vision area of a corner lot as set forth in section 10-37-9 of this title.
 - C. *Construction project signs.* Signs may be erected in conjunction with construction projects and used for the purpose of publicizing the future occupants of the building, architects, engineers and construction organizations participating in the project; and such other information as may be approved by the Zoning Administrator. In residential districts, no such sign shall exceed 100 square feet in area. In other districts, no such sign shall exceed an area of 200 square feet, and no freestanding sign shall exceed 12 feet in height. All such signs shall be removed before final inspection.
 - D. *Directional signs.* Directional signs may be erected for the purpose of facilitating or controlling the efficient or safe movement of pedestrians or vehicles on or into private property. If a directional sign is not located on the property or properties to which it pertains, it may not be located on another property that contains more than one other directional sign. Consent of the other property owner, lessee, or occupant is required. No such sign shall exceed 16 square feet.
 - E. *Open house signs.* Open house signs advertising real estate open for inspection for a prospective sale may be placed on private property in all districts with the consent of the owner, lessee or occupant. Such signs may state the name of the person or firm sponsoring the open house. Such signs shall not exceed six square feet. No more than two such signs may be placed on any one parcel of private property at the same time.
 - F. *Church, quasi-public organizations and apartment house identification signs.* In all districts, a church or quasi-public organization may erect one wall sign on the premises to identify the name of the organization and announce activities thereof. Apartment houses of five or more dwelling units may erect one wall sign on the premises to identify only the name of the apartment complex and to indicate a vacancy. Said wall sign shall not exceed an area of 32 square feet, and may be mounted upon a freestanding, ornamental structure if approved by the Zoning Administrator.
 - G. *Bus bench signs.* In all zones, bus bench signs are prohibited.
 - H. *Development promotional and directional signs.* Two development promotional signs facing different directions may be placed on the premises of each subdivision, planned development, or condominium project having five or more lots or approved dwelling units. Said promotional sign may have an area of 64 square feet. Two additional promotional signs facing different directions may be placed on the
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premises of each subdivision, planned development or condominium project having two or more separate, major points of access at each major access point. All of the above signs shall be removed not later than 30 days following the sale of all lots in said development.

- I. *Yard/garage sale signs.* Such signs may be posted only for those sales conducted in compliance with subsection 10-48-3C of this title.
- J. *Entry feature sign.* Such signs may be constructed at entrances of residential or commercial projects subject to all the safety and visibility provisions of this title.

(Ord. 2008-4, 3-6-2008; Ord. 2012-2, 4-19-2012)

Sec. 10-36-9. Classification of signs.

Every sign erected or proposed to be erected within the City shall be classified in accordance with the definitions of signs contained in this chapter. Any sign which does not clearly fall within one of the classifications shall be placed in the classification which the sign, in view of its design, location and purpose, most clearly approximates by the Zoning Administrator.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-10. Signs permitted in agricultural (A) and residential (R) zones and noncommercial uses.

No sign shall be erected in any agricultural or any residential zones or for noncommercial uses except that (a) political signs may be erected in all zones in compliance with this Chapter, and (b) certain special purpose signs may be erected in all zones in compliance with the provisions of section 10-36-8 of this chapter.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-11. Signs permitted in other zones.

For those zoning districts which do not have sign regulations as a part of the zone provisions, and for those which are not readily placed into classifications referred to in preceding sections, the Planning Commission shall classify said zones as either: residential (R); agricultural (A); commercial (C); or industrial (I) zones, depending upon the similarity of the characteristics and permitted uses of said zone to those already classified. When such a classification has been made by the City, the sign provisions applying to the respective classification shall apply to said zones.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-12. Off premises advertising structures.

- A. *Prohibition of new off premises signs.* Except for off premises public information and logo signs meeting the size, shape, color and other requirements described in subsection B2 of this section, no permits shall be issued for the construction of off premises signs or outdoor advertising structures. All lawfully existing off premises signs and outdoor advertising structures as of the adoption of this chapter are declared nonconforming uses in all zones of the City.
- B. *Public information and logo signs.*
1. Off premises public information signs are permitted pursuant to this section for the purpose of directing the traveling public to points of interest, historical sites and other locations of interest, approved as such by the City. Specifications for off premises information signs are as set forth in the Manual of Uniform Traffic Control Devices for Streets and Highways and all such signs shall comply with those specifications.
 2. Off premises logo signs within a Utah Department of Transportation (UDOT) right-of-way are permitted under this section for the purpose of directing the traveling and general public to business establishments which provide lodging, food, camping, gas or other services. Identified by UDOT as the "Outdoor Advertising Control" program, these signs shall comply with the following regulations:
 - a. In constructing and maintaining a logo sign, the owner and installation contractor shall comply with and adhere to all applicable state and federal laws and regulations, and to UDOT policy and procedure.
- C. *City may amortize.* The City may acquire title to off premises nonconforming signs or outdoor advertising structures by gift, purchase, agreement, exchange or eminent domain, and shall have the right to amortize off premises nonconforming signs as permitted by state or federal law.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-13. Nonconforming signs.

- A. *On premises signs.* All on premises or appurtenant signs which have been made nonconforming by the adoption of provisions contained within this chapter shall be subject to the following regulations:
1. *Unsafe signs.* Any sign or portion thereof declared unsafe by a proper public authority must be restored to a safe condition or removed within 30 days of mailing or otherwise given notice of the unsafe condition.
 2. *Alterations.* A nonconforming sign shall not be reconstructed, raised, moved, placed, extended or enlarged or other alteration made unless said sign is changed so as to

conform to all provisions of this chapter. "Alterations" shall also mean that changing of the text or message on the sign from one use of the premises to another use of the premises and the changing of the ownership of the sign when that ownership necessitates a change in the text or message of the sign. "Alterations" shall not be interpreted to include changing the text or copy on off premises advertising signs, theater signs, outdoor bulletins or other similar signs which are designed to accommodate changeable copy.

3. *Restoration.* Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God, act of a public enemy, or damaged by any other cause, to the extent of more than 60 percent of its assessed value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter or shall be removed.

B. *Off premises signs.* All off premises signs which are made nonconforming uses by the provisions of this chapter shall be subject to the provisions of Utah Code Annotated sections 10-20-1003, 10-20-607, and 10-20-608 or subsequent amendments.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-14. Sign features and requirements by zone.

TABLE 10-36-1

Zone	Agricultural/ Residential	Commercial	Industrial	SR-9 & SR-7
SIGN TYPE				
On premises signs:				
Canopy	N	P	P	P
Entry feature	P	P	P	P
Fascia	N	P	P	P
Freestanding	N	P	P	P
Marquee	N	P	P	P
Monument	N	P	P	P
Wall	N	P	P	P
Window	N	P	P	P
Wind signs	N	N	N	N
Off premises signs ¹	N	N	N	N
SIGN EFFECTS AND COPY CONTENT				
On premises signs:				
Animated ⁴	N	N	N	N
Changeable copy	N	P	P	P
Electronic message center	N	P	P	P

Flashing/strobing	N	N	N	N
Identification	P	P	P	P
Illuminated	N	P	P	P
Rotating	N	N	N	N
Off premises signs ¹	N	N	N	N
SIGN DIMENSIONS				
Maximum sign height²:				
Freestanding	n/a	35'	35'	35'
Monument sign	n/a	35'	35'	35'
Maximum sign area³:				
Freestanding	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
Electronic message center	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
Home based business	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name
Monument sign	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
NUMBER OF SIGNS (per building or lot)				
On premises signs:				
Canopy	n/a	1	1	1
Entry feature	Per site plan	Per site plan	Per site plan	Per site plan
Fascia	n/a	1	1	1
Freestanding	n/a	1	1	1
Per 200 feet of single project frontage	n/a	1 monument or 1 freestanding	1 monument or 1 freestanding	1 monument or 1 freestanding
Marquee	n/a	1	1	1
Monument	n/a	1	1	1
Wall	n/a	1 per street face	1	1
Window	n/a	1	1	1
Off premises signs ¹	N	N	N	N
Location of signs:				
Minimum clearance under sign	n/a	10'	10'	10'
Minimum support setback from public right-of-way	n/a	5'	5'	5'

Maximum overhang of public right-of-way	n/a	5'	5'	5'
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Notes:

1. Except in residential zones, limited off premises temporary signs up to twenty-five square feet in area for community events, such as county fairs and city-sponsored events or events of city interest, may be permitted. Such signs shall be non-permanent and require approval of a sign permit and must be authorized by the property owner. The location of the sign must be such that safe sight distances are maintained for pedestrian and vehicular traffic.
2. The Planning Commission, upon review of a detailed sign plan, and pursuant to its discretion in considering the health, welfare, and safety of the public, may approve a sign in excess of the maximum height permitted by this chapter, not to exceed fifty-five (55) feet, for any of the following circumstances:
 - a. The property sits significantly below the level of an adjacent roadway and a taller sign is needed to achieve standard visibility for drivers.
 - b. Existing permanent structures such as highway sound walls or topographic features on adjacent properties or rights-of-way create a substantial visual obstruction that renders the sign ineffective from the public roadway unless a taller sign is permitted.
 - c. The property is in a commercial or industrial zone and is located within one-half mile of an interstate right-of-way.
 - d. For uses that provide travel-related services such as gas stations, convenience stores, or hotels: The property (1) is in a commercial or industrial zone, (2) lacks frontage on a state highway, and (3) is located within 1,000 feet of a state highway.

The proposed sign shall not present a danger or hazard to the general public or create a visual obstruction for pedestrian or vehicular traffic, nor shall the sign be a nuisance or visual detriment to the community or conflict with the intent or purpose of this chapter.

3. The Planning Commission, upon review of a detailed overall sign plan, and pursuant to its discretion in considering the health, welfare, and safety of the public, may approve a sign in excess of the maximum size permitted by this Chapter.
4. Electronic message centers that display video messaging content on a video display screen are not considered to be an animated sign. See definition of "animated sign" in Section 10-36-2.

(Ord. 2014-3A, 3-6-2014)

Sec. 10-36-15. Flagpole and Flags.

- A. *A flagpole is permitted in all zones. A limit of one (1) flagpole is permitted on each lot or parcel.*
- B. *Flagpole height.*
 1. Except as provided under subsection (B)(2) of this section, the maximum height of a flagpole may not exceed the maximum height allowed for any structure in the zone where the flag is located.
 2. A conditional use permit may be granted pursuant to Section 10-7-9 for a flagpole displaying only the flag of the United States or State of Utah up to a maximum height to one hundred feet (100') in nonresidential zones.

C. *Location and lighting.*

1. A flagpole may not be located in a manner as to cause a safety hazard.
2. A flag may not extend beyond the property line of the lot on which the flagpole is located.
3. Lighting fixtures shall be shielded to prevent direct illumination of adjoining properties and public rights-of-way.

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

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

EXECUTED on this 7th day, May 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 7th day, May, 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
Joseph Prete	___	___	___	___
Drew Ellerman	___	___	___	___
Lynn Excell	___	___	___	___
David Imlay	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag, Recorder



STAFF COMMENTS

Item: Consideration and possible approval of awarding a contract for the 180 West Pedestrian Bridge project .

Discussion: The bridge crossing of Gould Wash on 180 West has no separate pedestrian facility. Over the years the City has received many inquiries from citizens requesting accommodations for pedestrians. As both pedestrian and vehicle traffic has increased, the City has recognized the need for adding pedestrian facilities on both sides of the bridge to address the issue. This project was budgeted for and plans have been prepared and the project was advertised for public bid. Hurricane City received one bid from Interstate Rock Products in the amount of \$511,128.00. This amount is above the amount that was originally budgeted. Additional funds are available in Fund 20 that can be utilized to finish the project.

Findings: Although the bid is above the amount budgeted, the project can be completed using additional funds from Fund 20 without hurting other projects. In further discussions with Interstate Rock Products it has been determined that their performing both the irrigation project along with this bridge project will give us the opportunity to partner and perform some value engineering in which we can realize some cost savings and benefits to both projects. The irrigation project includes a wash crossing on 180 West and it will be a better situation to cross the wash with the irrigation pipe attached to the new pedestrian bridge. Also we will be able to coordinate the construction, so both projects can be completed concurrently and hopefully realize some efficiencies in doing so. We have also learned from Interstate that we can also open up a savings opportunity by putting the schedule off several months to allow for a longer lead time for a more economical prefabricated bridge structure.

Recommendation: It is recommended that the project be awarded to Interstate Rock Products in the amount of \$511,128.00. – Arthur LeBaron

GENERAL NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE HURRICANE CITY "DESIGN STANDARDS & SPECIFICATIONS"; AND ASH CREEK SPECIAL SERVICE DISTRICT CONSTRUCTION STANDARD AND ANY OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; THE UNIFORM BUILDING CODE; AND ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.
2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE, ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED SATISFACTORY TO THE OWNER AT THE EXPENSE OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL NOT BACK FILL ANY TRENCHES IN WHICH WATER OR SEWER LINES HAVE BEEN INSTALLED OR UNCOVERED UNTIL THE WATER OR SEWER LINES HAVE BEEN INSPECTED BY THE CITY OF HURRICANE AND ASH CREEK SPECIAL SERVICE DISTRICT, AND THE CITY AND ALL APPLICABLE AGENCIES SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION IN THE VICINITY OF WATER AND SEWER LINES.
4. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY ALTERATIONS SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER
5. THE CONTRACTOR SHALL, AT THEIR OWN EXPENSE, LOCATE ALL OVERHEAD INTERFERENCE'S WHICH MAY AFFECT THEIR OPERATION DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD OR UNDERGROUND POWER AND/OR TELEPHONE FACILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT, AND SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY IN CONNECTION THERE WITH.
6. PERMITS ARE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL SECURE ALL INSPECTIONS REQUIRED FOR CONSTRUCTION.
7. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO SAID CONSTRUCTION. EXTENT OF TRANSITIONS TO BE AS SHOWN ON PLANS, OR AS DESIGNATED IN THE FIELD BY A CITY INSPECTOR.
8. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING PERMANENT SURVEY MONUMENTS. ANY MONUMENTS DISTURBED SHALL BE REPLACED ADJUSTED PER AVAILABLE RECORDS BY A REGISTERED LAND SURVEYOR.

APPROVED
M. W. KENNEDY

04/01/2026

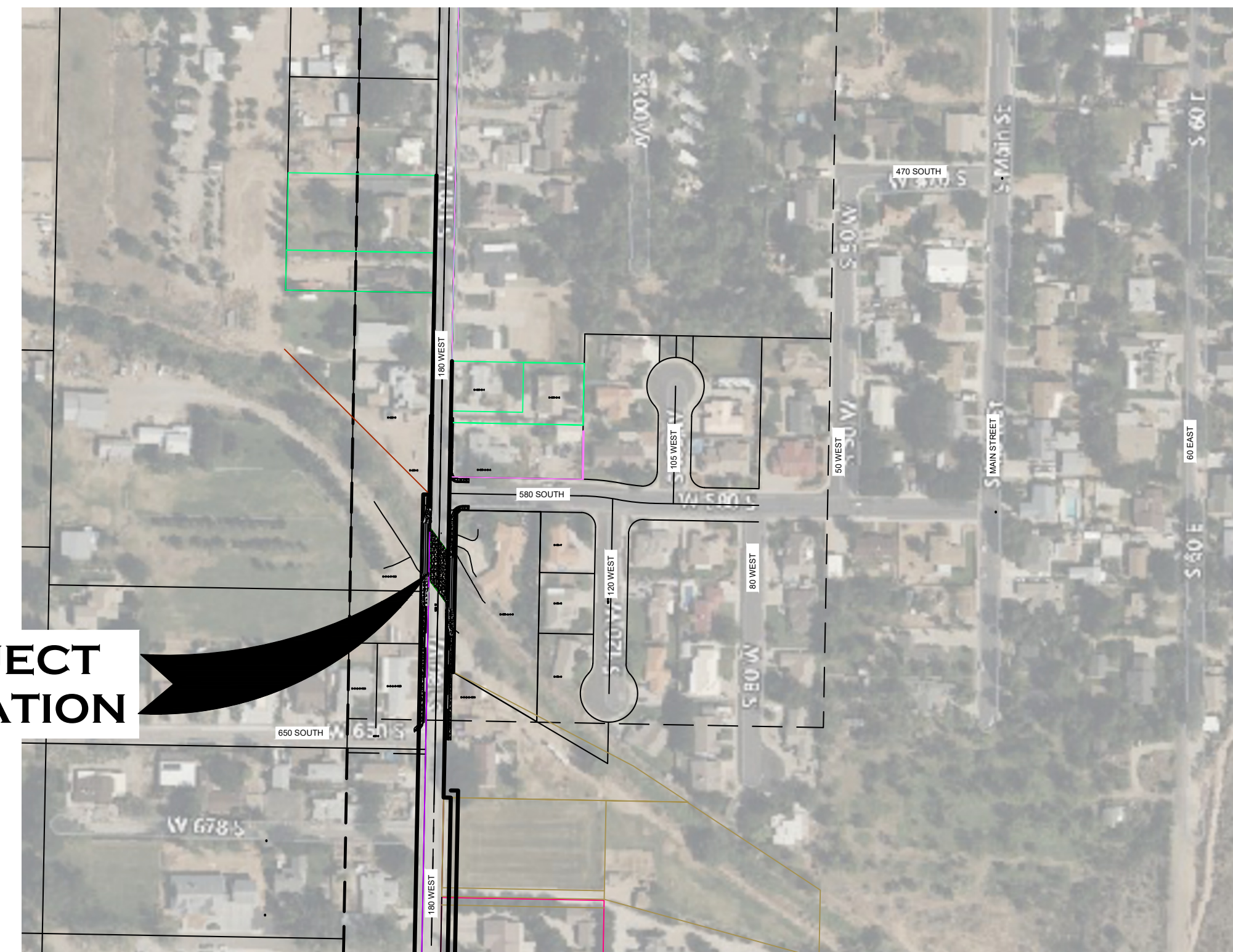
HURRICANE CITY ENGINEERING NOTES:

1. ALL CONSTRUCTION SHALL CONFORM WITH THE CURRENT EDITION OF HURRICANE CITY STANDARDS FOR DESIGN AND CONSTRUCTION, TOGETHER WITH HURRICANE CITY STANDARD DRAWINGS. ANY CONFLICT BETWEEN THESE PLANS AND HURRICANE CITY STANDARDS SHALL BE RESOLVED IN FAVOR OF CURRENT HURRICANE CITY STANDARDS.
2. IN APPROVING THESE PLANS, HURRICANE CITY DOES NOT ASSUME LIABILITY RELATIVE TO THE DESIGN CONTAINED HEREIN. THE LICENSEE IS RESPONSIBLE FOR THE DESIGN AND ANY ERRORS AND OMISSIONS RELATED THERETO.
3. ALL WORK SHALL BE SUPERVISED BY A QUALIFIED GENERAL CONTRACTOR PROPERLY LICENSED IN THE STATE OF UTAH.
4. CONSTRUCTION ACTIVITIES THAT DISTURBS ONE OR MORE ACRES OF LAND MUST BE AUTHORIZED UNDER THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES). OWNERS AND GENERAL CONTRACTORS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) AND OBTAIN A STORM WATER POLLUTION PREVENTION PERMIT (SWPPP) FROM THE STATE OF UTAH.
5. THE CONTRACTOR/OWNER SHALL PROVIDE ADEQUATE RESOURCES TO CONTROL DUST ON THE SITE AND TRACKING OF MUD FROM THE SITE. DUST COMPLAINTS WILL RESULT IN SUSPENSION OF WORK UNTIL THE PROBLEM IS CORRECTED. TRACKING OF MUD ONTO ADJACENT STREETS SHALL BE MINIMIZED AND CLEANED UP DAILY.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE MUST-CALL MANDATORY INSPECTION LIST PROVIDED BY THE PUBLIC WORKS DEPARTMENT AND TO ARRANGE FOR MATERIAL TESTING AT THE STANDARD INTERVALS AND QUANTITIES REQUIRED AND PROVIDE DOCUMENTATION OF TEST RESULTS.
7. ALL MATERIALS SUCH AS CONCRETE, ROAD BASE AND ASPHALT SHALL BE PROVIDED FROM AN APPROVED MATERIAL SOURCE.
8. PROOFS FOR STREET SIGNS SHALL BE SUBMITTED TO THE GIS COORDINATOR PRIOR TO ORDERING OF SIGNS.
9. WORK IN THE PUBLIC WAY REQUIRES AN ENCROACHMENT PERMIT ISSUED BY HURRICANE CITY PUBLIC WORKS.
10. A CITY-APPROVED TRAFFIC CONTROL PLAN MUST BE IN PLACE PRIOR TO COMMENCING ANY WORK THAT AFFECTS THE TRAVELLING PUBLIC.
11. NO WORK SHALL COMMENCE UNTIL A NOTICE-TO-PROCEED HAS BEEN ISSUED BY HURRICANE CITY PUBLIC WORKS.

8'X90' PRATT TRUSS PEDESTRIAN BRIDGES BY TRU-NORTH STEEL OR APPROVED EQUAL.

180 WEST PEDESTRIAN BRIDGE

CITY OF HURRICANE, COUNTY OF WASHINGTON, STATE OF UTAH



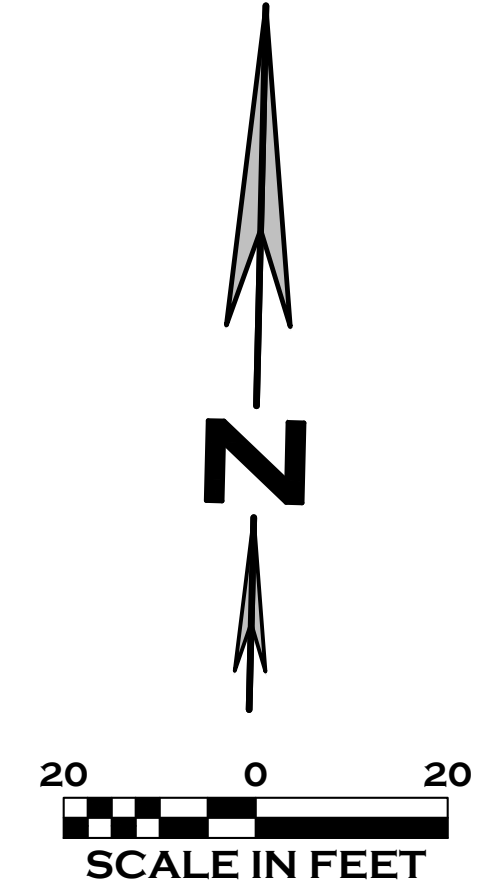
M. A. K. Karam
APPROVED
04/02/2026

SITE PLAN & UTILITY PLAN

HURRICANE CITY
 180 WEST PEDESTRIAN BRIDGE
 CITY OF HURRICANE,
 WASHINGTON COUNTY, UTAH

LEGEND

- SS 8" EXISTING SEWER LINE
- ⊙ EXISTING SEWER MANHOLE
- W 8" EXISTING WATERLINE WATER LINE
- ⊕ FIRE HYDRANT
- OHP EXISTING OVERHEAD POWER
- ⊗ EXIST. WATER VALVES
- GAS GAS GAS LINE
- UGP EXISTING UNDERGROUND POWER
- IRR EXISTING IRRIGATION
- EXISTING VINYL FENCE
- EXISTING STUCCO WALL

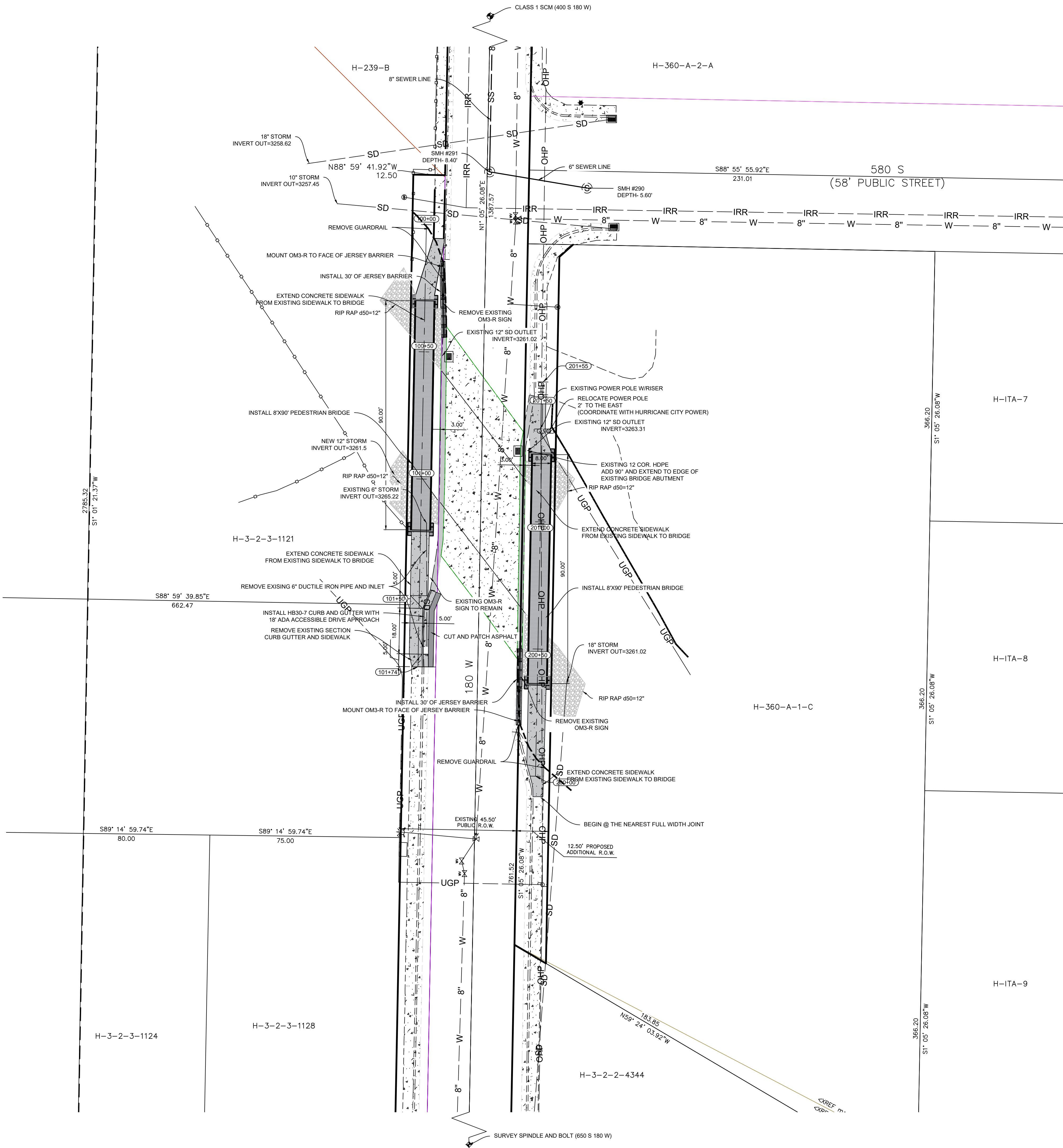


REVISIONS

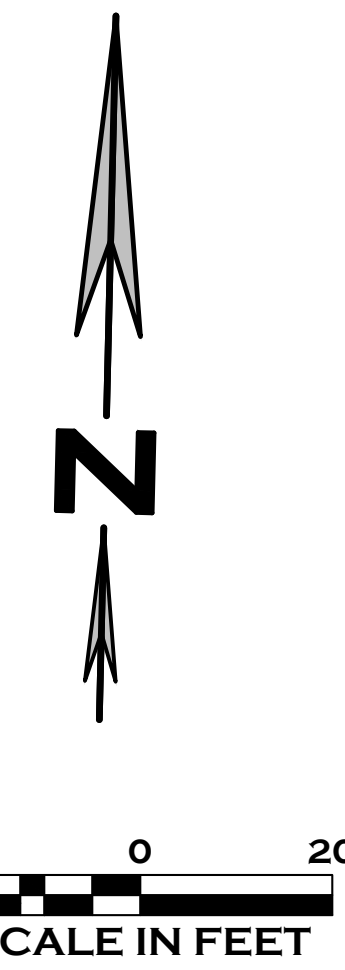
PRATT ENGINEERING P.C.
 CIVIL ENGINEERING AND LAND SURVEYING
 51 NORTH 1000 WEST, SUITE 3-HURRICANE, UTAH 84737
 FAX: (435) 635-5785 TEL: (435) 635-2329

SITE PLAN & UTILITY PLAN
 FOR
 180 WEST PEDESTRIAN BRIDGE
 HURRICANE CITY
 CITY OF HURRICANE, WASHINGTON COUNTY, UTAH
 GOULDS WASH 180 WEST

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 DATE: 3/30/2026
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 SCALE: 1"=40'
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2
 OF 6

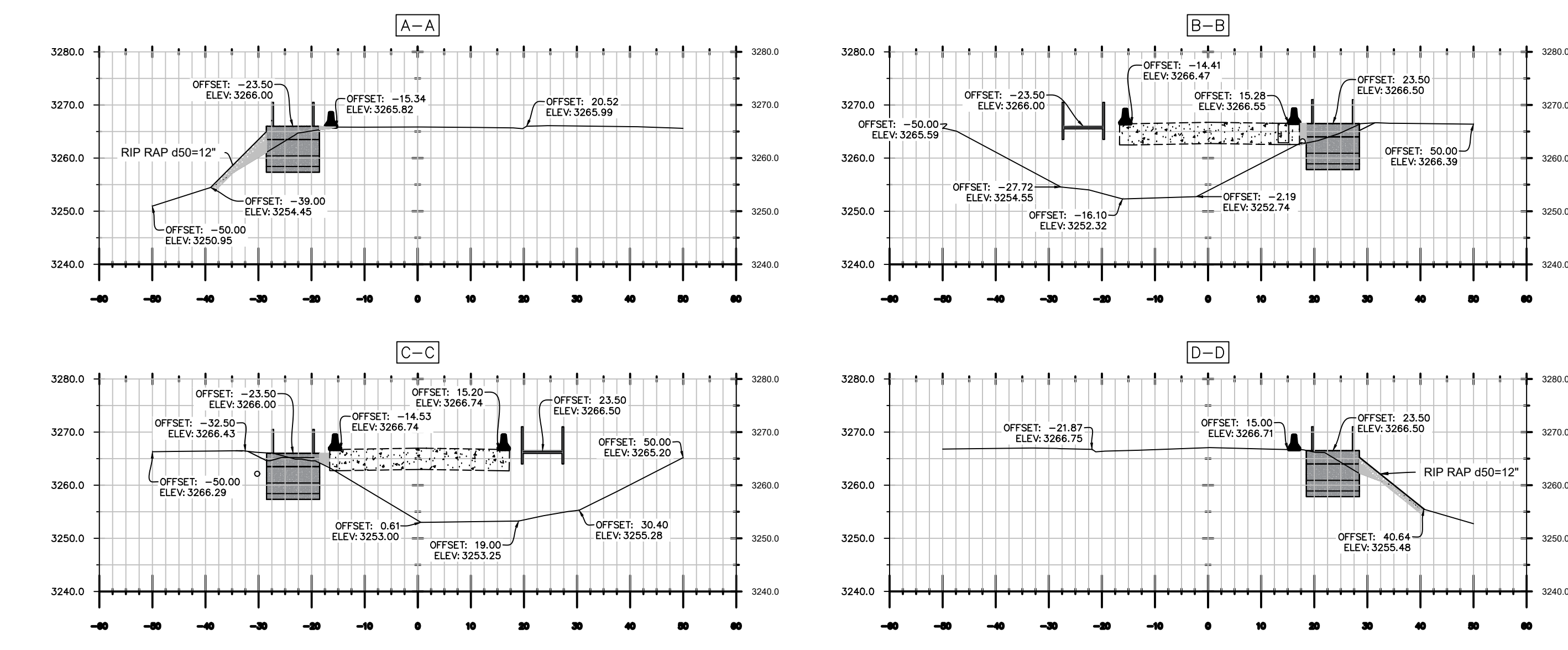
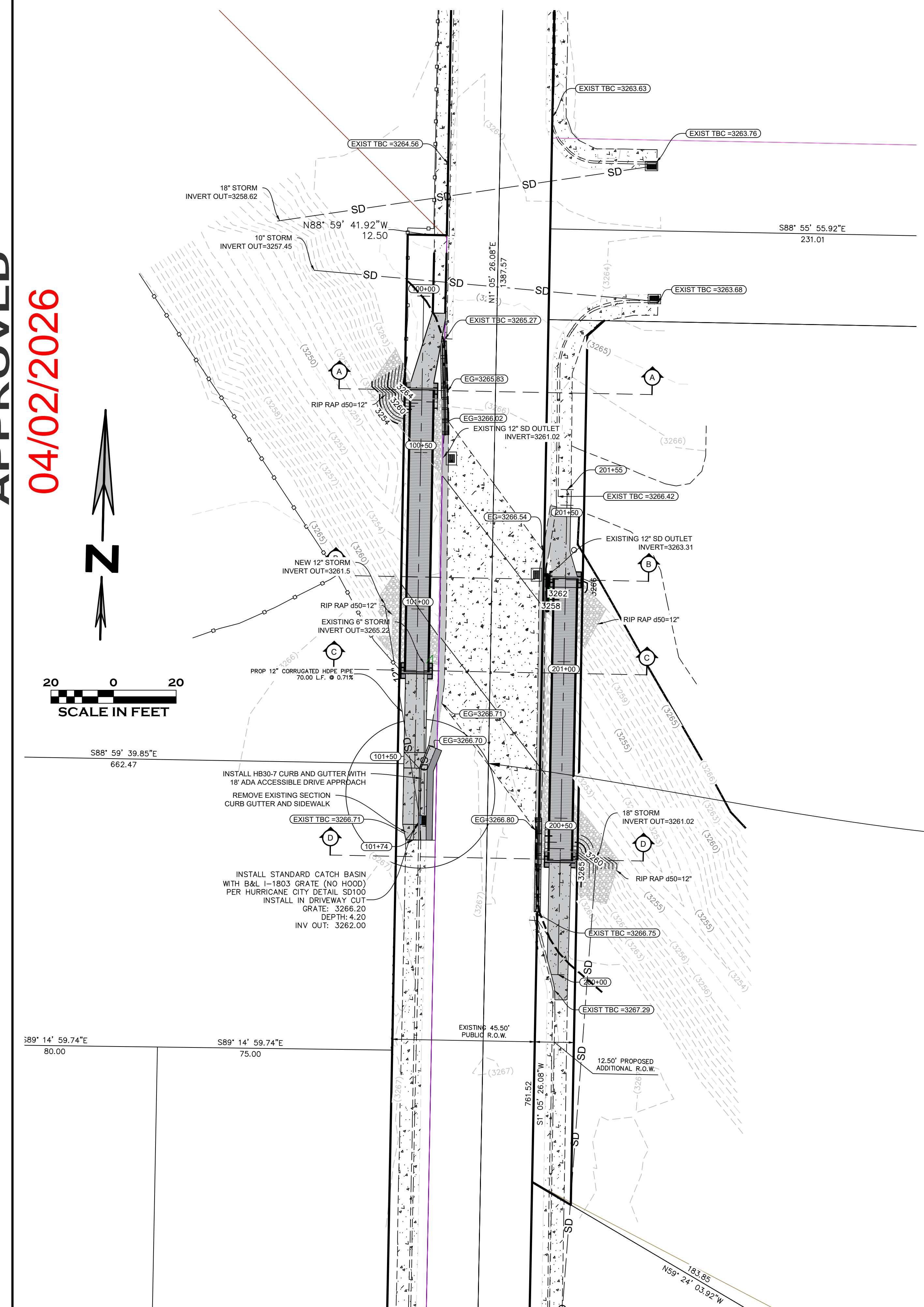


M. A. K. K. K.
APPROVED
04/02/2026



GRADING PLAN

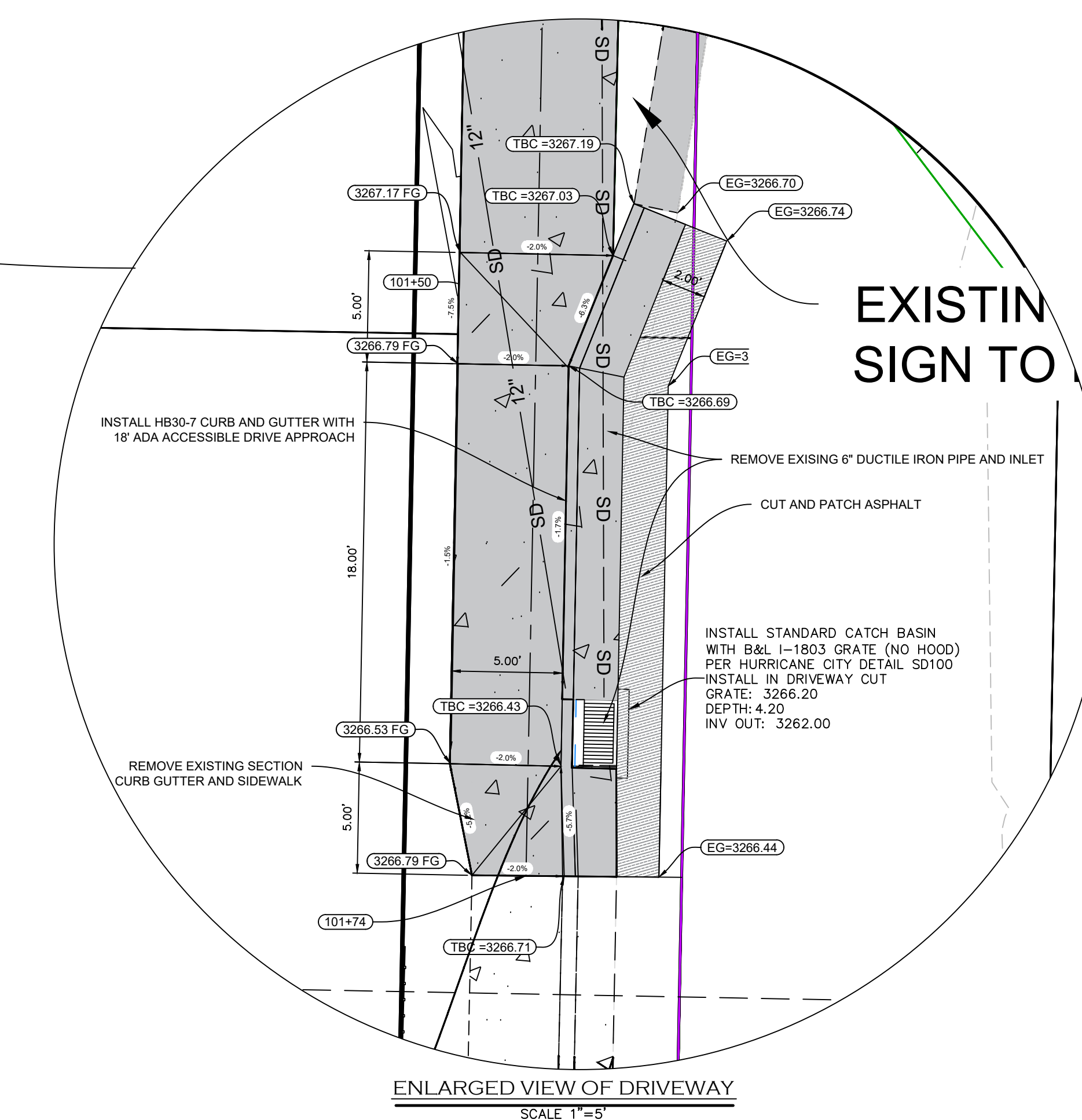
HURRICANE CITY
 180 WEST PEDESTRIAN BRIDGE
 CITY OF HURRICANE,
 WASHINGTON COUNTY, UTAH



CALL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS BEFORE YOU DIG CALL: 1-800-662-4111

NOTICE!
 EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. PRATT ENGINEERING, P.C. BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.



NO.	DATE	APPROVED BY	REMARKS

PRATT ENGINEERING P.C.
 CIVIL ENGINEERING AND LAND SURVEYING
 51 NORTH 1000 WEST, SUITE 3-HURRICANE, UTAH 84737
 FAX: (435) 635-5765 TEL: (435) 635-2329

GRADING PLAN FOR
180 WEST PEDESTRIAN BRIDGE
 HURRICANE CITY
 CITY OF HURRICANE, WASHINGTON COUNTY, UTAH
 GOULD'S WASH 180 WEST

FILE NAME:	
DATE:	3/30/2026
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OF	6

HURRICANE CITY ENGINEERING NOTES:

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- NO WORK SHALL COMMENCE UNTIL A NOTICE-TO-PROCEED HAS BEEN ISSUED BY HURRICANE CITY PUBLIC WORKS.

POWER NOTE FOR 180 WEST PEDESTRIAN BRIDGE

- Only a pre-approved contractor to work on and install any part of the electrical system.
- Pre-approved contractor to go over prints with Hurricane Power before beginning work. Contact Hurricane Power for an appointment. 435-635-5536.
- Lines are for schematic purposes only. All equipment and placement of, to be to Hurricane Power Specs.
- Easements to be signed over to Hurricane City. It is the developer's responsibility to make sure easements are obtained from any properties that may be affected.
- No retaining walls to run into utility easements.
- All conduits to be foamed. Any empty stub outs to have a temporary plug installed.
- Any changes to the signed set of plans must be approved by Hurricane Power.
- The entire JUC trench must be backfilled with 1" minus from the bottom to the top of the trench. Also around electrical boxes and equipment.
- Impact fees to be collected by building dept. Impact fees to be charged by the Main panel size. Contact Hurricane Power regarding questions on this.
- Meters shall not be located in fenced in areas. Meters shall be kept accessible at all times.
- Cement basements, three phase transformer pads and St. light bases to be pre-cast Only. To be supplied by approved vendors only.
- Developer will be billed a termination fee dollars per primary elbow terminations.
- Developer will be billed a fee to Connect into existing Vault \$6.50 per KVA of connected load.
- Hurricane power has changed to LED Street light. Contact hurricane new spec.

DOMINION ENERGY NOTES:

- DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JAKE BOZARTH (435) 231-8971
- DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
- IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 350 N--ST GEORGE).
- ALL OF THE UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED, AT FULL WIDTH, TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING WALLS OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE**DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.**
- ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS, AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
- PROPERTY LOT LINES, BACK OF CURB, AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
- POWER, WATER, SEWER LINES, CULVERTS, OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
- FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT.
- CONTACT JC HALL (435)210-0729 AT LEAST TWO WEEKS PRIOR TO BEING READY FOR SCHEDULING OF INSTALLATION.
- **IMPORTANT NOTICE**GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUBGRADE, AND THE FULL WIDTH OF THE UTILITY EASEMENT IS GRADED TO THE TOP BACK OF CURB.
- HIGH PRESSURE GAS NOTE: CONTRACTOR IS REQUIRED TO CALL HIGH PRESSURE DISPATCH AT (801)324-3370, AT LEAST 48 HOURS IN ADVANCE, BEFORE WORKING WITHIN 10 FEET OF A HIGH PRESSURE GAS LINE. THIS WILL SCHEDULE A DOMINION ENERGY HIGH PRESSURE INSPECTOR TO THE PROJECT SITE.

CALL BEFORE YOU DIG!



AT LEAST TWO WORKING DAYS BEFORE YOU DIG CALL: 1-800-662-4111

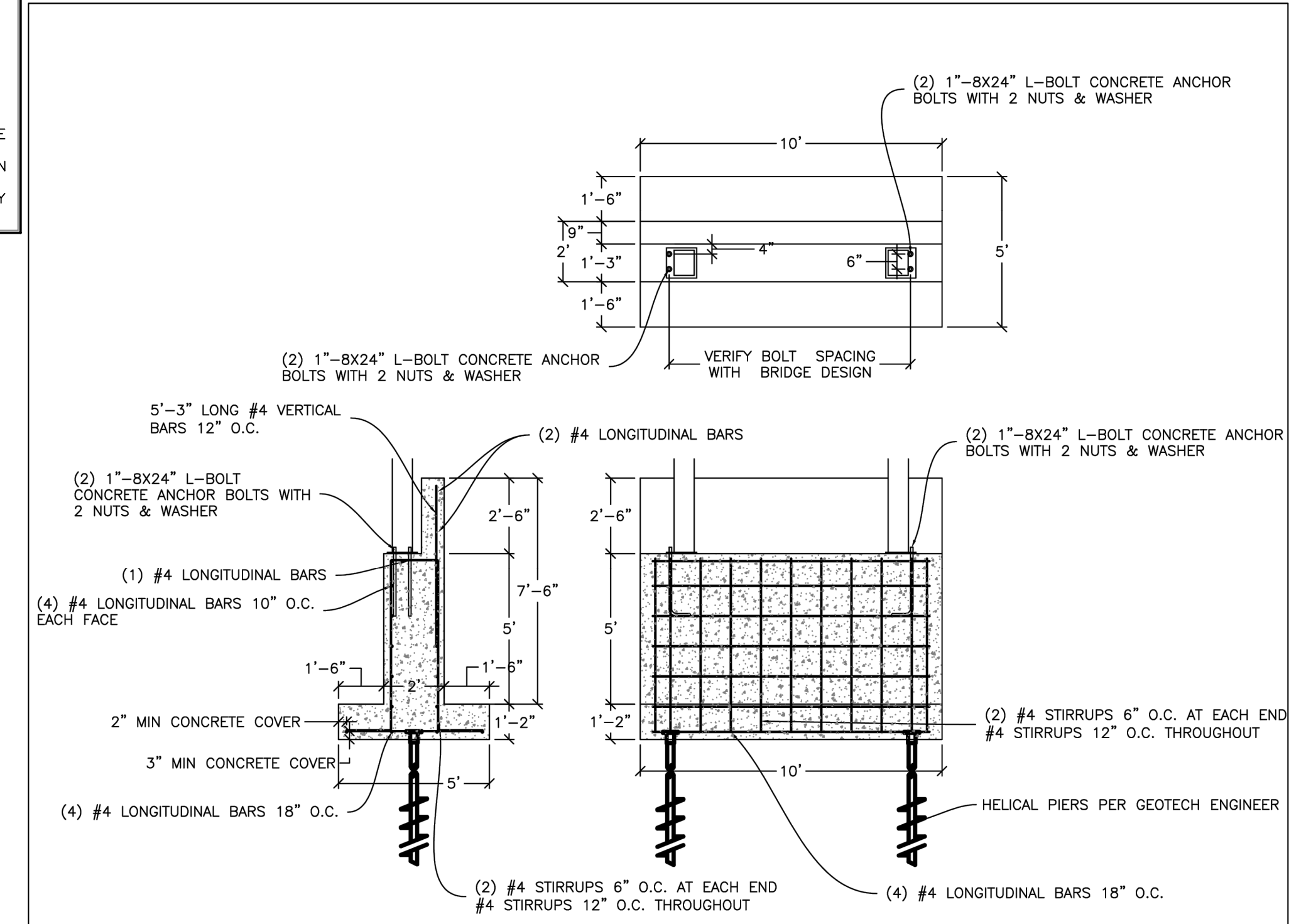
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180 WEST PEDESTRIAN BRIDGE

CITY OF HURRICANE, COUNTY OF WASHINGTON, STATE OF UTAH

GENERAL NOTE:
UTILITY LINES ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. ALL UTILITIES MUST BE INSTALLED WITHIN GIVEN EASEMENTS AND MAINTAIN PROPER SEPARATIONS.



ABUTMENT DETAIL
N.T.S.

APPROVED

HURRICANE CITY WATER DEPARTMENT NOTES

- ALL WATERLINE WORKS MUST BE INSTALLED BY A LICENSED AND INSURED CONTRACTOR THAT IS APPROVED BY HURRICANE CITY.
- CONSTRUCTION SHALL CONFORM TO THE "HURRICANE CITY STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "INTERNATIONAL BUILDING CODE" LATEST EDITION AS ADMINISTERED BY HURRICANE CITY.
- CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION.
- POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACK FLOW PER THE "INTERNATIONAL PLUMBING CODE (IPC) SECTION 608.16.5 AND FOR FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4.
- ALL BACK FLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE HURRICANE CITY BACK FLOW ORDINANCE (TITLE 8 CHAPTER 3).
- THRUST RESTRAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS. USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK OR JOINT RESTRAINT GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE. NO CONCRETE THRUST BLOCKS ARE ALLOWED WITHOUT WATER DEPARTMENT APPROVAL.
- ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6" OVER CUT FROM EDGE OF THE TRENCH LINE ON EACH SIDE OF THE TRENCH.
- CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR UN-USED STUB LINES THAT WILL BE ABANDONED.
- ANY CHANGE MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE HURRICANE CITY WATER SERVICES DEPARTMENT.
- ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. EXTENSIONS WILL NOT BE ALLOWED.
- INTERRUPTION OF EXISTING WATER SERVICE WHILE MAKING CONNECTIONS TO EXISTING WATER MAINS SHALL NOT BE ALLOWED WITHOUT SPECIAL APPROVAL OF THE CITY. A MINIMUM OF 48 HOURS NOTICE TO THE CITY SHALL BE REQUIRED BEFORE MAKING CONNECTIONS. CONNECTIONS TO THE EXISTING INFRASTRUCTURE SHALL BE DONE DURING THE TIME OF LEAST INCONVENIENCE TO CUSTOMERS OF EXISTING SYSTEM. INTERRUPTIONS OF SERVICE SHALL BE LIMITED TO LESS THAN FOUR (4) HOURS PER 24 HOUR PERIOD. CONTRACTOR SHALL NOTIFY ALL CUSTOMERS WHO WILL BE AFFECTED BY SERVICE INTERRUPTION AT LEAST 24 HOURS PRIOR TO THE INTERRUPTIONS OF SERVICE.
- TEMPORARY CONSTRUCTION WATER MAY BE OBTAINED FROM AN EXISTING FIRE HYDRANT BY MAKING APPLICATION AT THE HURRICANE CITY WATER SERVICES DEPARTMENT OFFICE. UNAUTHORIZED CONNECTIONS TO THE CITY'S WATER SYSTEM IS A VIOLATION AND SUBJECT TO LEGAL ACTION.
- THE EXISTENCE AND LOCATION OF WATER FACILITIES SHOWN ON THE CONSTRUCTION DRAWINGS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF THE DESIGN ENGINEER'S KNOWLEDGE, THE EXISTING WATER FACILITIES AS SHOWN ON THE PLANS, HURRICANE CITY SHALL NOT BE HELD RESPONSIBLE FOR ANY ERROR IN THE LOCATION AND ELEVATION OF THE EXISTING WATER FACILITIES.
- GAUGE WIRE SHALL BE TAPED TO ALL WATER LINES FOR LOCATING PURPOSES. THE WIRE SHALL BE BROUGHT UP AT EACH WATER VALVE BOX AND HYDRANT.

ASHCREEK SPECIAL SERVICE DISTRICT

- SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
- PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
- PRIOR TO COMPLETION OF THE PROJECT PROVIDE A PDF AND A 2"x3" PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTH.
- THE CONTRACTOR WILL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINE AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR, MANDREL TEST, AIR TEST AND CLOSED-CIRCUIT CAMERA INSPECTION IF PROVIDED BY THE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
- DURING CONSTRUCTION, ALL SEWER LINES WILL NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.

PARKS DEPARTMENT NOTE

ALL LANDSCAPING, INCLUDING STREET LANDSCAPE STRIPS AND OR MEDIANS AND ASSOCIATED IRRIGATION, SHALL BE INSTALLED BY DEVELOPER/OWNER AND IS NOT THE RESPONSIBILITY OF HURRICANE CITY PARK DEPARTMENT TO MAINTAIN.

INFOWEST, CATV/FIBER OPTIC NOTES

- DEVELOPER TO PROVIDE ALL REQUIRED TRENCHING WITHIN THE PROJECT. ANY 2. ANY MODIFICATIONS REQUIRED TO FEED THE PROJECT WILL BE BILLED TO THE DEVELOPER.
- INFOWEST WILL PROVIDE ALL CONDUITS, CALL 435-272-3559 OR EMAIL JUC@INFOWEST.COM FOR CONDUIT DELIVERY AT LEAST ONE WEEK PRIOR TO OPENING THE TRENCH.
- FOR COMMERCIAL PROJECTS WITH AN MDF/COMM ROOM, DEVELOPER WILL INSTALL A 2" PVC RUN TO THE EXTERIOR OF THE BUILDING.
- ANY QUESTIONS REGARDING SERVICE SHOULD BE DIRECTED TOWARDS GAB TREMBLAY, 435-272-3559 OR JUC@INFOWEST.COM
- RELOCATION OF NEW OR EXISTING INFOWEST FACILITIES IS BILLABLE TO THE DEVELOPER. THE DEVELOPER WILL BE PROVIDED WITH AN ESTIMATE OF THE COSTS FOR THE WORK DONE.

FIRE DEPARTMENT NOTES

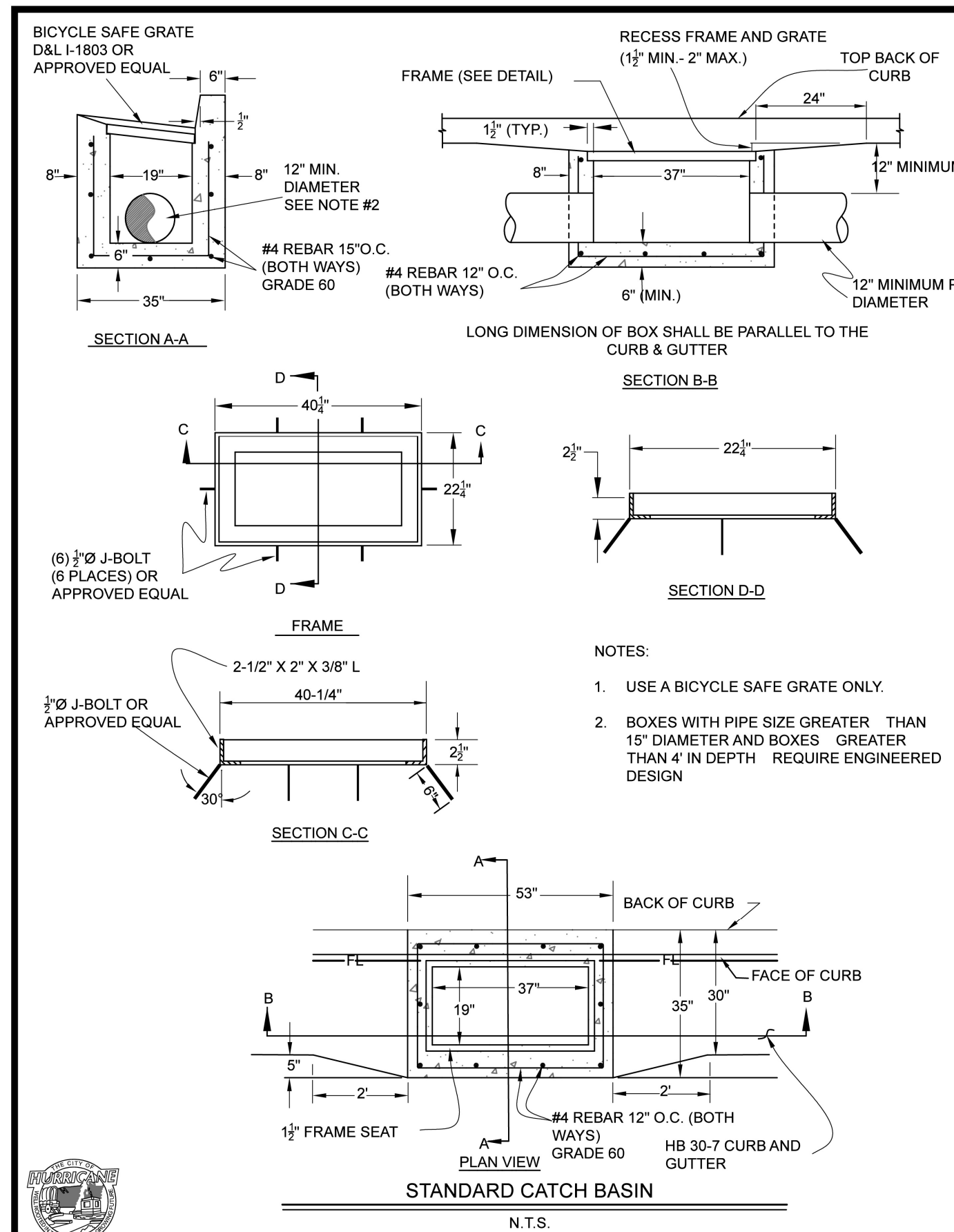
- Construction of roads must be complete with all weather surface prior to sign off for building permit.
- Fire Hydrant must produce a minimum of 1000 gpm. (2021 IFC appendix B)
- Hydrant spacing per 2021 IFC appendix C.
- Burning of construction material is prohibited.
- Hydrants must be charged and working before combustible material can be delivered.
- Knox box required on all commercial buildings.
- FDC must be remote. Out of the collapse zone of the building and within 50' of a fire hydrant and equipped with Knox caps.
- Underground flush must be witnessed by HIFSSD
- Fire hydrants must maintain 3' clear around hydrant. No fences or shrubs shall be within 3'
- Buildings built in accordance with 2021 IFC 903 may require suppression.

CENTURY LINK NOTES

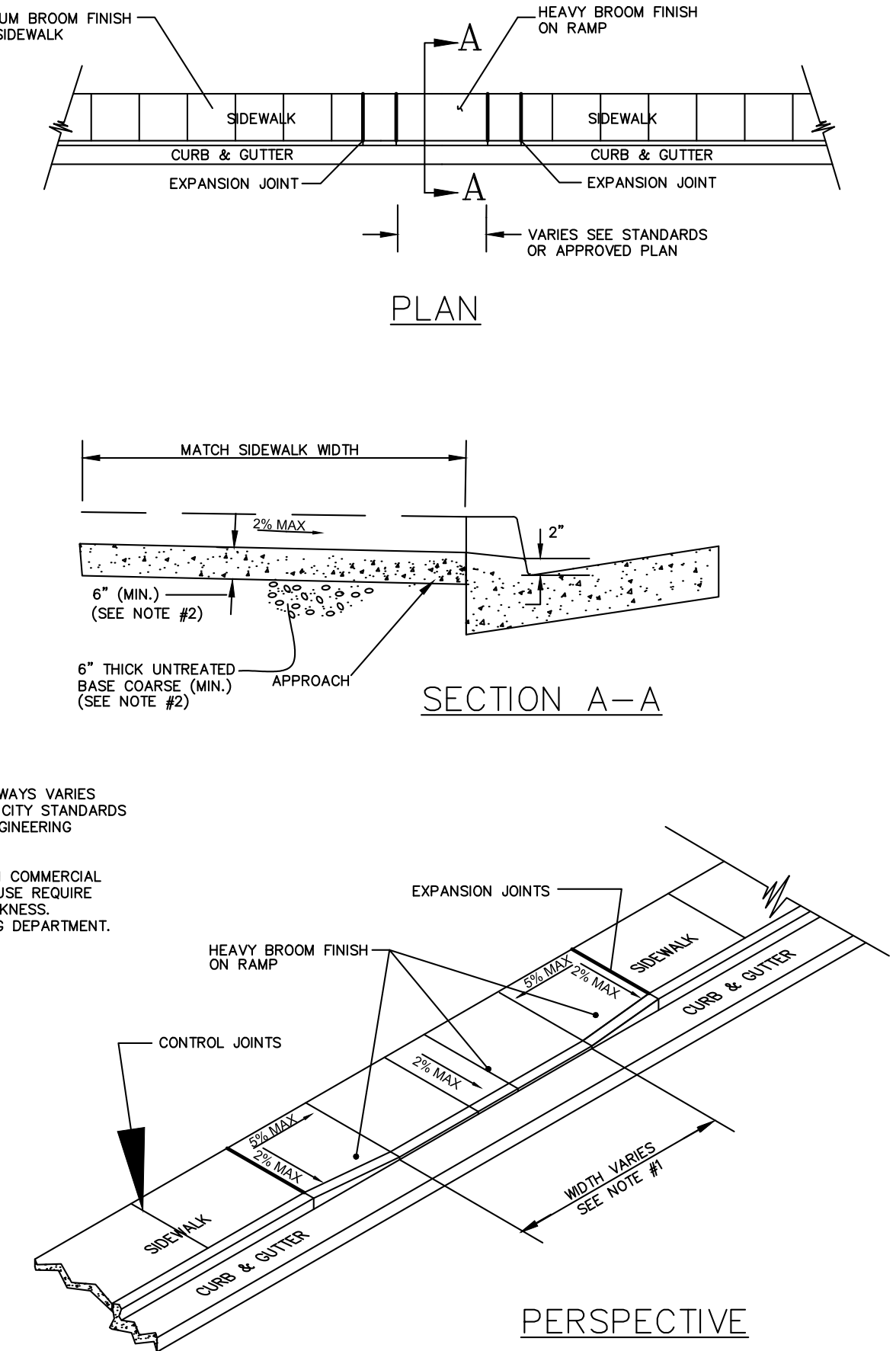
- LUMEN INTERNET FIBER OPTIC NOTES (RESIDENTIAL):
- DEVELOPER TO PROVIDE ALL TRENCH, BACKFILL, AND ROAD CROSSINGS. CENTURYLINK SUB CONTRACTOR (NEILS FUGAL) WILL PLACE CONDUIT IN TRENCH. CALL 435-632-6553 15 DAYS PRIOR TO REQUIRING CONDUIT TO SCHEDULE DELIVERY.
 - ANY BREAKS/BLOCKAGES IN CONDUIT RESULTING FROM IMPROPER BACKFILL OR OTHER CONSTRUCTION/UTILITY PLACEMENT ARE THE DEVELOPER RESPONSIBILITY TO REPAIR AND MAY RESULT IN DELAY OF SERVICE.
 - CONTACT CENTURYLINK ENGINEER AT 385-244-7763 OR DARRIN.ALLEN@LUMEN.COM WITH ANY QUESTIONS OR CHANGES TO JUC PLANS
 - ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE 100% TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

TDS TELECOM NOTES

- THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
- TDS WILL PLACE CONDUITS IN AN OPEN/JOINT TRENCH. PLEASE CONTACT TDS ENGINEERING AT 435-288-1415 AT LEAST 3 WEEKS PRIOR TO OPENING TRENCH TO CREATE DESIGN AND SCHEDULE WORK.
- CONTACT TDS PRIOR TO CONSTRUCTING BUILDINGS FOR PREWIRE OPTIONS FOR FIBER OPTIC SERVICE. ANY OTHER QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO TDS ENGINEERING AT 435-288-1415.
- RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR
- ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.



STANDARD CATCH BASIN BOX AND FRAME
N.T.S.



DRIVEWAY APPROACH DETAIL
N.T.S.

DATE	REVISIONS	BY	STANDARD DWG. NO.
			SD 100
			1 OF 1
			APPROVED
			DATE: APRIL 2020 BY: H.C.E.

NO.	DATE	APPROVED BY	REMARKS

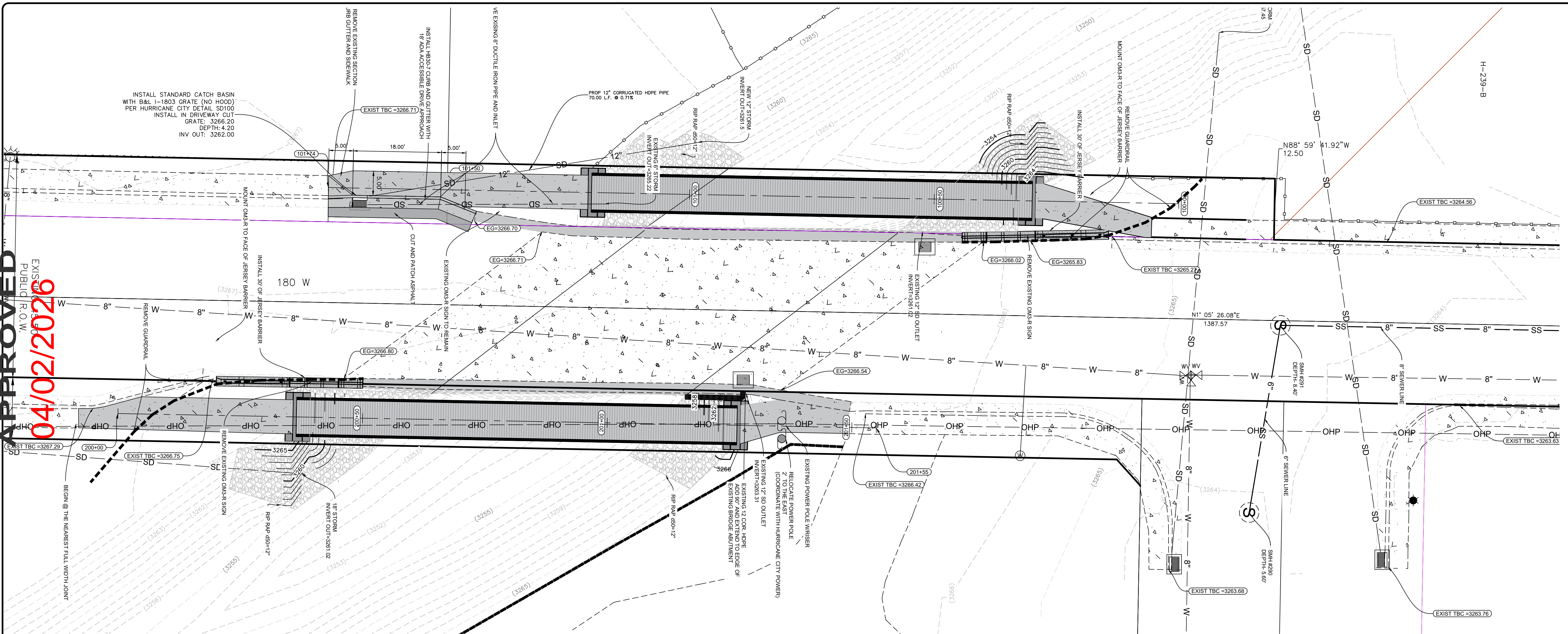
PRAIT ENGINEERING P.C.
 CIVIL ENGINEERING AND LAND SURVEYING
 51 NORTH 1000 WEST, SUITE 3, HURRICANE UTAH 84737
 TEL: (435) 635-2329
 FAX: (435) 635-5765

UTILITY NOTES
 FOR
180 WEST PEDESTRIAN BRIDGE
 HURRICANE CITY
 GOULD'S WASH 180 WEST
 HURRICANE, WASHINGTON COUNTY, UTAH

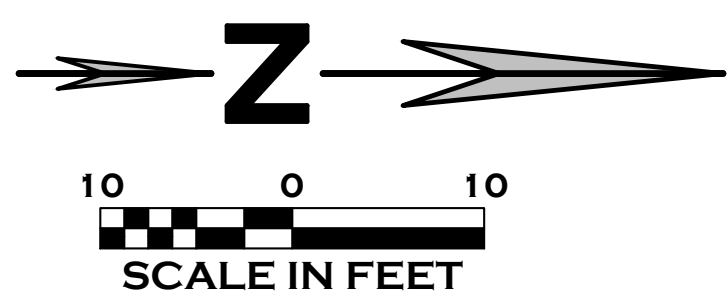
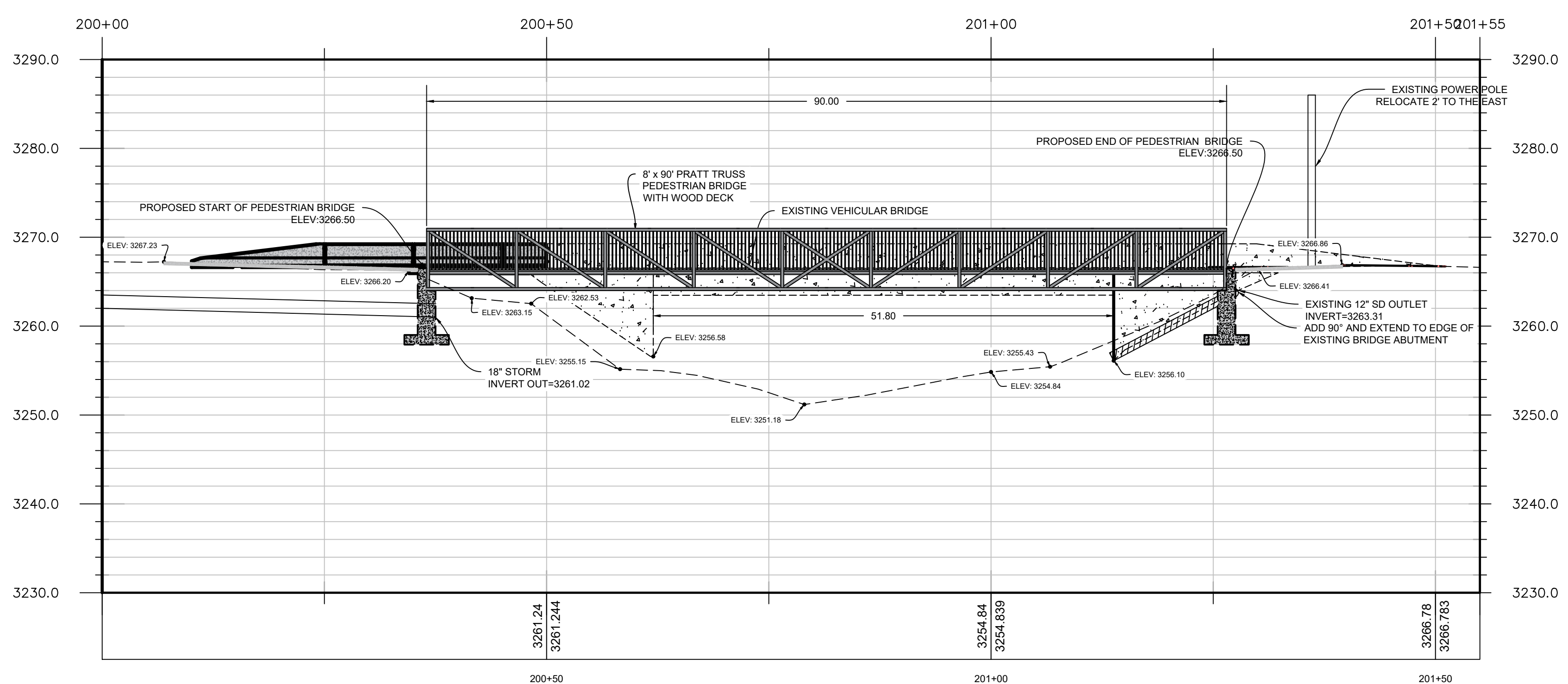
FILE NAME: _____
 DATE: 3/30/2026
 CHECKED: _____
 SCALE: AS NOTED

SHEET
4
 OF 6

APPROVED
 04/02/2026
 PUBLIC R.O.W.



PROFILE VIEW: EAST SIDE
SCALE: 1" = 10.00'
VERTICAL SCALE: 1" = 10.00'



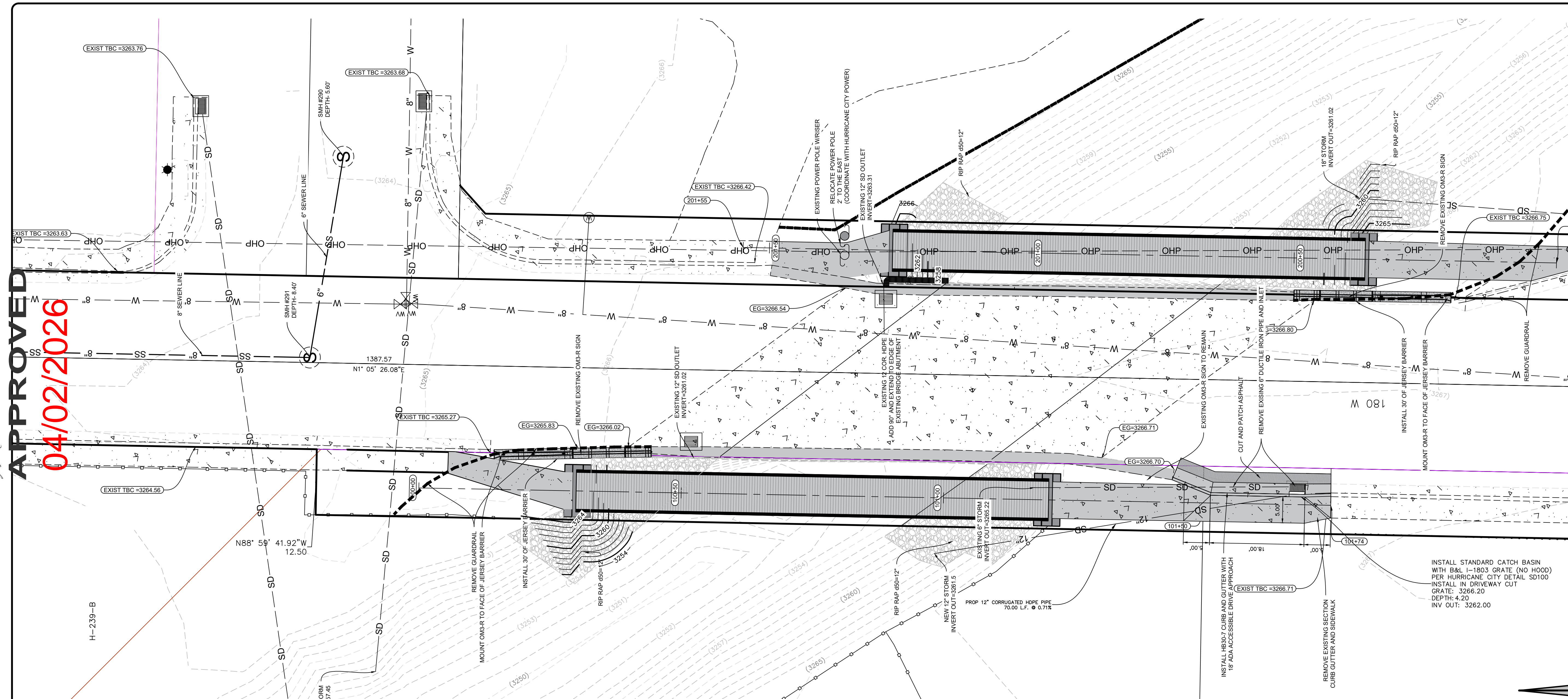
NO.	DATE	APPROVED BY	REMARKS

RAT ENGINEERING P.C.
 CIVIL ENGINEERING AND LAND SURVEYING
 51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
 TEL: (435) 635-5765 FAX: (435) 635-2329

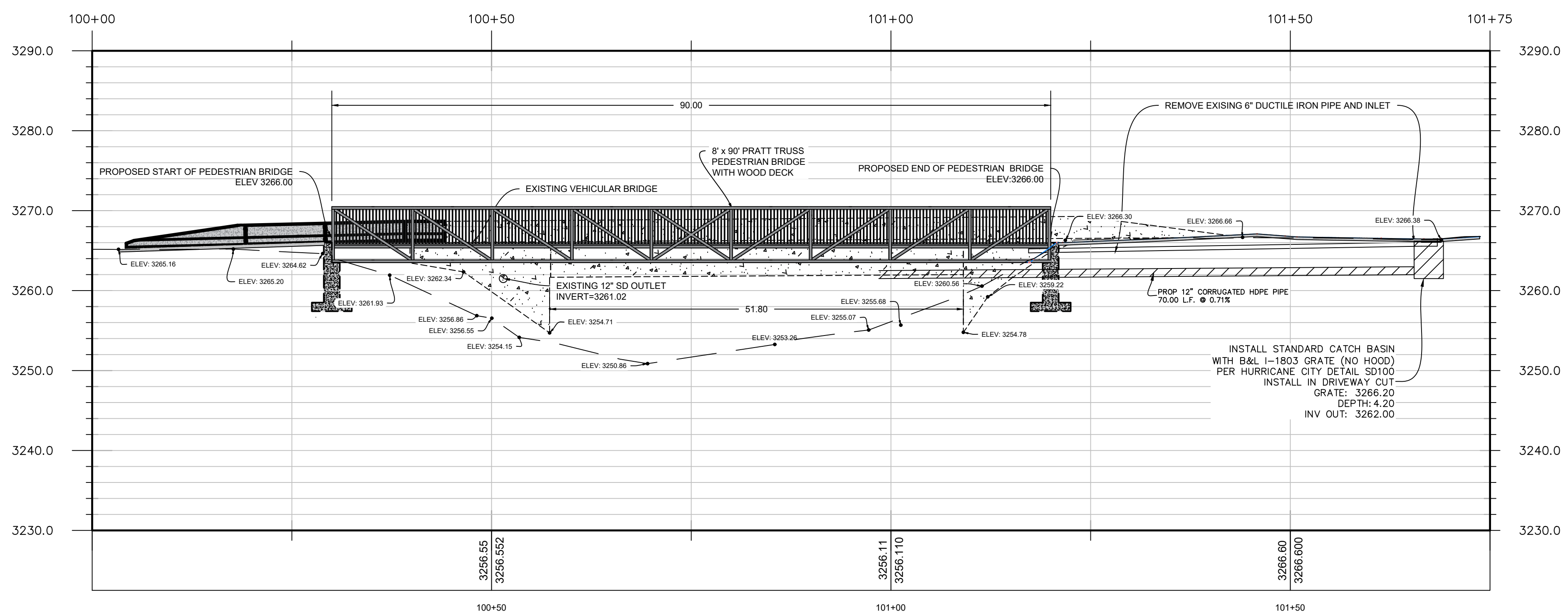
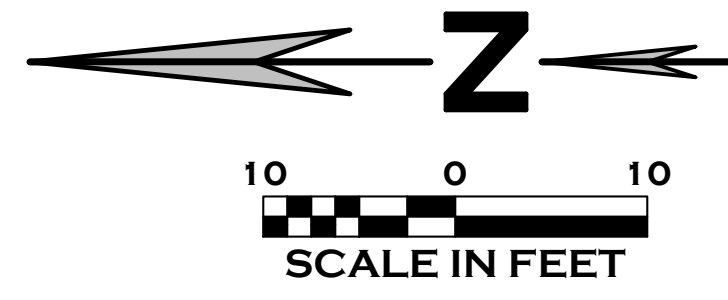
PROFILE EAST BRIDGE
 FOR
HURRICANE CITY
 GOULDS WASH 180 WEST
 SECTION 2 T. 42 S. R. 13 W. S. 1 B. & M.

FILE NAME: -
 DATE: 3/30/2026
 CHECKED:
 SCALE: 1" = 10'

M. A. Vincent
APPROVED
04/02/2026



PROFILE VIEW: WEST SIDE
SCALE: 1"=10.00'
VERTICAL SCALE: 1"=10.00'



NO.	DATE	APPROVED BY	REMARKS

RAT ENGINEERING P.C.
 CIVIL ENGINEERING AND LAND SURVEYING
 51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
 TEL: (435) 635-2329
 FAX: (435) 635-5765

PROFILE WEST BRIDGE
180 WEST PEDESTRIAN BRIDGE
 FOR
HURRICANE CITY
 GOULDS WASH 180 WEST
 SECTION 2 T. 42 S. R. 13 W. S. 11 B. & M.

FILE NAME: _____
 DATE: 3/30/2026
 CHECKED: _____
 SCALE: 1"=10'

180 West Pedestrian Bridge Project

#	ITEM	QTY	UNITS	UNIT PRICE	ENGINEERS ESTIMATE	UNIT PRICE	INTERSTATE ROCK PRODUCTS
1	Mobilization	1	Each	\$5,000	\$5,000	\$14,400	\$14,400
2	Provide Traffic Control and Plan	1	Each	\$2,500	\$2,500	\$2,550	\$2,550
3	Removal of Conflicting/Unused Items	1	Each	\$5,000	\$5,000	\$1,000	\$1,000
4	Furnish and Install East Pedestrian Bridge	1	Each	\$131,284.50	\$131,284.50	\$180,500.00	\$180,500
5	Furnish and Install West Pedestrian Bridge	1	Each	\$131,284.50	\$131,284.50	\$180,500.00	\$180,500
6	Furnish and Install Helical Piers	240	Lin.Ft.	\$50	\$12,000	\$130	\$31,200
7	Furnish and Install Concrete Abutments	4	Each	\$12,500	\$50,000	\$11,900	\$47,600
8	Furnish and Install Storm Drain Improvements	1	Each	\$8,500	\$8,500	\$18,800	\$18,800
9	Furnish and Install Jersey Style Barriers	60	Lin.Ft.	\$125	\$7,500	\$210	\$12,600
10	Furnish and Install Curb and Gutter	32	Lin.Ft.	\$40	\$1,280	\$54	\$1,728
11	Furnish and Install Rip Rap Bank Protection	105	Cu.Yd.	\$38	\$3,990	\$44	\$4,620
12	Furnish and Intall Sidewalk Flatwork	1290	Sq.Ft.	\$9.50	\$12,255	\$11	\$14,190
13	Furnish and Install Aphalt Repair	60	Sq.Ft.	\$8.50	\$510	\$24	\$1,440

Total:

\$371,104

\$511,128



STAFF COMMENTS

Item: Consideration and possible approval of a contract for the Transportation Masterplan Update.

Discussion: The City Council approved the selection of Avenue Consultants to perform the proposed Transportation Masterplan Update. The project has an expanded scope that includes the following items:

- Transportation Masterplan
- Public Engagement
- Active Transportation Plan
- Pavement Management Plan
- Transportation Utility Fee Analysis
- Capital Facilities Plan
- Impact Fee Facilities Plan

Avenue Consultants has submitted a scope of work and associated cost proposal that we have successfully negotiated in the amount of \$175,629.00. This amount is in accordance with the estimates that I had made for this project. The City has budgeted \$100,000 in the current budget year. We have an additional \$30,000 that I was able to secure from the Dixie MPO planning fund. I also submitted a grant application to UDOT Technical Planning Assistance Fund in the amount of \$100,000, which I am expecting will be successful, but I have not yet received the award. As this project will straddle two budget periods, it is feasible for the City to budget the remaining \$45,629 in the next budget year to cover the cost of the project.

Findings: The scope and fee presented is the result of a successful negotiation with Avenue Consultants to move forward with the project. The work that will be completed by this project will be a great benefit to the City and funding for this project is good to move forward.

Recommendation: It is recommended that the City award the contract for the Transportation Masterplan Update to Avenue Consultants in the amount of \$175,629.00. – Arthur LeBaron