



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

*Joseph Prete
Dave Sanders
David Hirschi
Kevin Thomas
Doug Heideman*

Hurricane City Council Meeting Agenda

September 15, 2022
3:30 PM

City Council Chambers 147 N 870 W, Hurricane

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

3:30 p.m. Work meeting

1. LIHTC Project Info

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the City Council Meeting for November 18, 2021, January 3, 2022, January 3, 2022 (2nd meeting), January 6, 2022, February 28, 2022 amended, August 4, 2022, and August 18, 2022

Swearing in of the new Youth City Council

Recognition of outstanding employees

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 2 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 5:00 p.m. the Wednesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and possible approval of Resolution 2022-44 pertaining to the **General Plan Amendment to adopt a Moderate-Income Housing Plan**
2. Ordinance 2022-46: Consideration and possible approval of a **Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre.** Located on the north portion of parcel number H-4-2-1-1112-GS1, H-4-2-1-1109 and H-4-2-1-1103. Western Mortgage and Realty Co Applicant. Thomas Hunt Agent.
3. Ordinance 2022-47: Consideration and possible approval of a **Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report.** Hurricane City Applicant

NEW BUSINESS

1. Presentation on the **economic & media value impact report of the LPGA Epson Tournament** - David Viveiros
2. Consideration and possible approval of a **proclamation joining Washington County Youth Coalition (WCYC) in a 2022-2023 Alcohol-Free School Year for Youth**-Pamela Holiday
3. Consideration for adoption of **Resolution 2022-43 of the City Council of Hurricane City, Utah, authorizing the issuance and sale of not more than \$1,000,000 aggregate principal amount of water revenue bonds, series 2022; and related matters**
4. Consideration and possible approval of the **revocation of R&B Boutique's business license**-Cindy Beteag
5. Consideration and possible approval of the **revocation of Midnight Precision's business license**-Cindy Beteag
6. Consideration and possible approval on a **preliminary plat for Jeffrey Hatcher, a two-lot residential subdivision located at 650 S and 1100 W.** Jaymie Wetzel Applicant. Jeffrey Hatcher Agent.
7. Consideration and possible approval of **Ordinance 2022-50 amending Title 7, Chapters 4, 8, 10, 11; amending Title 13; and creating Title 7, Chapter 12 regarding Utility Franchises**-Dayton Hall
8. Consideration and possible approval of **Ordinance 2022-49 Amending 1-9-17 regarding purchasing procedures**
9. Consideration and possible approval of **Ordinance 2022-51 Amending Section 7-5-13 regarding the height of cemetery markers**
10. Consideration and possible approval of **Resolution 2022-42 approving a Power Rate Increase**
11. Consideration and possible approval for staff to process a **grading permit application for a Hurricane City Substation located at 600 N 1150 West**-Hurricane City Power

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

I hereby certify that the above notice was posted to the city website,
(www.cityofhurricane.com) posted to the state public notice website, and at the following
locations:

1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

Stephen Nelson

From: Chase Stratton <chase.stratton@interstaterock.com>
Sent: Friday, September 9, 2022 6:56 AM
To: Stephen Nelson
Subject: LIHTC Project Info

Stephen,

Below are some of the general aspects of the project. We are still working on a rough site plan.

- Number of Units = 256
- Number of Buildings = 8
- Height of Buildings = 52
- Acreage = 10 ish
- Density = 25 / Acre

Were we able to get on the agenda for the work meeting?

Thanks,

Chase Stratton
Interstate Rock Products
Cell: 435.773.3666
Office: 435.635.2628
www.interstaterock.com

Minutes of the Hurricane City Council meeting held on August 4, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 5:00 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** Dave Sanders, Kevin Thomas, and Doug Heideman. Members excused: Joseph Prete and David Hirschi.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimak, Planning Director Stephen Nelson, Street Superintendent Weston Walker, Ash Creek Superintendent Mike Chandler, Recreation Director Tiffani Wright, Human Resources Director Sel Lovell, City Engineer Arthur LeBaron, City Recorder Cindy Beteag, and Fire Deputy Merlin Spendlove.

AGENDA

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

Scott Hughes reported that a disclaimer was added regarding the power for the Cordero area. He reported many concerned and unhappy citizens attended the Open House for 1100 West. The engineering team will compile the comments so they can be addressed. The department is working to obtain easements on 1300 South. He reported that there is a lot of support in the City to get utilities to the south end of town.

Sel Lovell reported the grant writer position was filled, but there are still a lot of open positions.

Chief Excell expressed appreciation to Sel's for his help. Two new employees will be introduced to the Council tonight, and twelve applicants will be tested on the 16th. He has a great group of officers that he appreciates. Mr. Excell thanked Weston Walker and the Street Department for helping with the flooding last week.

Mike Chandler reported that the final blasting for the Reach 11 project was yesterday. The stretch along Sand Hollow Road should be finished within two weeks. He anticipates the Reach 11 project will be complete by mid-October. They have taken on a signification amount of water during the last couple of storms, and he feels lucky to have only had a few power outages. The bonding for the Confluence Park Project was finalized during the previous board meeting, and the closing of the bond is on August 18th. The new rates are in effect, and the citizens have relatively understood the increase. He reported eleven thousand connections between the three cities and thirty thousand outstanding will-serve letters.

Merlin Spendlove reported that blasting regulations are set and heavily regulated by the State. The Fire District must be present during every blast. Blast notifications are sent to homes within six hundred feet of the closest point of the blast. Because of the lava rocks in the area, the blasts can be felt for a long distance. Independent contractors use machines to monitor the

1 shockwaves. The machines are required if homes are within eleven hundred feet of the blasting
2 area. The Fire District is notified if the blast exceeds the allowed parameters. The Fire
3 Department cannot stop blasting if the contractor complies with State regulations.

4 Weston Walker reported that the Street Department is working hard to clean up from the
5 storms. They have had to close 1150 West several times because of the water levels. They have
6 spent much of the week repairing a storm drain box in Dixie Springs. The radio transmitter
7 stopped working on one side of the crosswalk on 870 West. The company is replacing the
8 transmitter, but he does not have a timeline of when it will arrive. He is still working with
9 Straight Stripe for the completion of 900 South. Councilman Thomas voiced appreciation to the
10 Staff for their work during the storms.

11 Arthur LeBaron looked at the steel building being donated by Bob Lichfield. The structural
12 members and sheeting look good, but he is concerned because there aren't plans or
13 specifications for the building. However, his recommendation is to accept the building. He
14 reported that the Open House for the 1100 West project was controversial. He understands the
15 project's sensitive nature and appreciates the citizens' feedback. The earthwork has started for
16 the 2800 West project, and he has received several complaints about the dust and noise. Utah
17 Department of Transportation (UDOT) has reported that there will not be any blasting on the
18 Hwy 59 expansion. The department is busy working on development plans and preparing for
19 the Peach Days Parade. Mr. LeBaron reported that Pam Blackmore filled the GIS position, and
20 she is excellent to work with. He also thanked Jeremy Pickering for doing a fantastic job. The
21 Beautification Committee is creating a site plan to present to UDOT for additional
22 improvements to the entrance sign on the west side of the town.

23 Stephen Nelson reported that the Planning Commission meeting was canceled last week due to
24 lacking a quorum. The Public Hearing for the Moderate-Income Housing Plan is next week. He is
25 ready to submit the RFP for the Master Downtown Plan and will submit the plan no later than
26 Monday. They have interviewed candidates for the building inspector positions, but few
27 applicants are fully qualified. He is preparing a program to help train and license the hired
28 candidates. The interview process for the Hearing Officer starts next week. Mr. Nelson reported
29 that Old Business item one is pending legal review and is not ready for approval, but he would
30 still like feedback from the City Council. Old Business item three is not ready and should be
31 continued.

32 Dayton Hall reported that the five unpaid citations issued for short-term rental violations will be
33 turned over to small claims court. He noted that only three Council members are present;
34 therefore, every action item must be continued if the vote is not unanimous.

35 Mike Vercimack reported that every department has been busy responding to storm calls.

1 Tiffani Wright reported that the department is busy preparing for Peach Days. Little Mermaid is
2 now open, and the ticket sales have exceeded her expectations. The Back to School and
3 Business Expo is on August 20th at the Community Center.

4 **6:00 p.m. - Call to Order –**

5 **Prayer, Pledge, and Thought:** Susan Dransfield with Daughters of the American Revolution

6 Declaration of any conflicts of interest

7 None

8 Minutes of the Regular City Council Meeting for January 20, 2022, and July 7, 2022

9 Kevin Thomas motioned to approve the Minutes of the Regular City Council Meeting for
10 January 20, 2022, and July 7, 2022. Seconded by Dave Sanders. Doug Heideman, Kevin Thomas,
11 and Dave Sanders, voting aye. Motion carried unanimously.

12 Mayor Billings asked community members to reach out to the Council or staff to report good
13 deeds they see in the community.

14 Mayor Billings thanked Scott Hughes for taking down the flags and washing them at home. She
15 thanked Kaden Demille for his hard work and countless hours preparing the budget and being
16 conservative with taxpayer dollars. She also thanked Officer Roundy for helping a disabled
17 citizen bring in his trash can.

18 Chief Excell introduced new officers, Christopher Goree and Ryan Gazlay.

19 **1. Consideration and possible approval of a proclamation designating September 17**
20 **through 23 as Constitution Week** - Karen Shuman, Daughters of American Revolution

21 Kevin Thomas motioned to approve the proclamation designating September 17 through 23 as
22 Constitution Week. Seconded by Dave Sanders. Doug Heideman, Dave Sanders, and Kevin
23 Thomas, voting aye. Motion carried unanimously.

24 **Public Forum – Comments From Public**

25 Rich Hentosh reported that the blasting by Scenic Pointe vibrates through the homes in the
26 area. Some of the homes are starting to have hairline cracks in the foundation. He doesn't think
27 the residents were informed of the first blast. He would like the City to research and verify that
28 the sensors are correctly placed. Mayor Billings asked Mr. Hentosh to speak with Chief Merlin
29 Spendlove regarding the best way to address the situation.

OLD BUSINESS

1. Consideration and possible approval of **Ordinance 2022-36 amending Title 10, Chapter 3, Chapter 13, Chapter 33, and Chapter 34 and Title 4 Chapter 2- with regards to site plan design, open space and amenities, outdoor lighting, and parking in new developments.** Hurricane City Planning Applicant.

Mayor Billings reported that there have been no changes since the previous meeting. Councilman Thomas suggested raising the kelvin rating to 4K, and he would like to review the street parking.

Kevin Thomas motioned to continue Ordinance 2022-36 amending Title 10, Chapter 3, Chapter 13, Chapter 33, and Chapter 34 and Title 4 Chapter 2- with regards to site plan design, open space and amenities, outdoor lighting, and parking in new developments. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

2. Consideration and possible approval on a **preliminary plat for Cordero Phase 3, a 214 lot residential subdivision, located at 2100 W 3900 S.** Brant Tuttle Applicant.

Mayor Billings reported that there are still double frontage lots on 2100 West, but the number of double frontage lots has not increased. Stephen Nelson reported that southern blocks are eight hundred feet from center line to center line, and the applicant put in a connection through the north side. The applicant lost three lots by making these changes. The plat for the recreational resort within the development agreement has been submitted. Brant Tuttle explained that he worked with staff to address the City Council's concerns regarding the layout, and this was the best scenario. Mr. Nelson reported that Mr. Tuttle has acknowledged and read through the comments from the Power Department.

Kevin Thomas motioned to approve a preliminary plat for Cordero Phase 3, a 214 lot residential subdivision, located at 2100 W 3900 S subject to staff and JUC comments. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

3. Consideration and possible approval on a **preliminary plat for Lakeview Townhomes, a multifamily development consisting of 88 townhomes and 62 duplexes,** located at the northwest corner of Sand Hollow Road and Dixie Springs Dr. Brett Burgess Applicant.

Dave Sanders motioned to table the preliminary plat for Lakeview Townhomes, a multifamily development consisting of 88 townhomes and 62 duplexes, located at the northwest corner of Sand Hollow Road and Dixie Springs Dr. At the developer's request. Seconded by Kevin Thomas. Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

1 **4. Discussion and possible approval of theater productions for 2023 - Tiffani Wright**

2 Mayor Billings sent Tiffani Wright's email to the City Council. Mayor Billings wants to wait until
3 all the Council members are present to vote. Tiffani Wright asked if she needs to wait for
4 approval of the Spring 2023 play Spit Fire Grill. Kaden DeMille reported that Spit Fire Grill was
5 approved in the budget, and it would be difficult to change at this point.

6 Kevin Thomas motioned to approve Spit Fire. Seconded by Doug Heideman. Dave Sanders,
7 Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

8 **NEW BUSINESS**

9 **2. Consideration and possible approval of Resolution 2022-37 appointing members to the**
10 **Airport Board**

11 Mayor Billings explained that this resolution confirms the airport board authority and defines
12 the terms of current members. Upon recommendation from the City Attorney, the terms will
13 expire at different times to avoid multiple vacant seats. Jim Lemmon is the proposed board
14 member with an aviation background. Kathy Clark and Kate Wadsworth are the proposed board
15 members without an aviation background. The Public Works Director is designated to assist in
16 coordinating airport matters. The Airport Manager Dave Houston reported that he and the
17 Airport Board feel it is important for Mike Vercimack to be a voting member because of his
18 knowledge regarding FAA guidelines. They are concerned that Mr. Vercimack is being singled
19 out. Mr. Houston feels that if Mr. Vercimack cannot be a voting member, then no staff should
20 be a voting member on other boards. Dayton Hall reported that the Water Board is the only
21 board with voting staff members. Mayor Billings explained that as a staff member, Mr.
22 Vercimack will continue to make recommendations to the board and City Council. She
23 explained that her intentions were not to single out the Airport Board or Mr. Vercimack as a
24 staff member. Her intent was to ensure that the Airport Board is in compliance with the
25 ordinance. Mr. Houston stated that he will support and welcome the new members appointed
26 by the City Council.

27 Cathy Clark explained that she lives next to the airport. She feels she can give a different
28 perspective to the board because she does not have an aviation background. She is looking
29 forward to learning about the Sand Hollow Aviation Association and the airport operations.

30 Kate Wadsworth is a long-term resident. Her husband's family owns property around the
31 airport, and her house is in the direct flight path. She supports and sees the value in the airport.
32 She would love to be a voice for the community.

33 Mayor Billings is working on an airport protection zone.

Dave Sanders motioned to approve Resolution 2022-37. Seconded by Kevin Thomas. Dave Sanders and Kevin Thomas, voting aye. Doug Heideman voting nay. Motion failed.

Councilman Heideman feels there is a lot of discrepancy regarding who can vote on each board. There are two voting staff members on the Water Board. He would like to see the boards treated equally. All boards should be standardized if the Airport Board is being standardized. He reported that the Water Board was allowed to determine the terms of services. However, the Airport Board was not allowed to decide on their terms. This has caused a lot of resentment; two members have resigned because they feel they are being singled out.

Mr. Hall explained that the boards were created at different times for different reasons. Previous City Council's made the decisions regarding the number of members and who are voting members. He is reluctant to make changes without analyzing the reason for the structure of the Boards. Mayor Billings again explained that she brought this to the City Council because she realized that the Airport Board was not in compliance with the ordinance. She reported that Cindy Beteag is researching the appointments and terms of board members on all the boards. Councilman Heideman feels it is his responsibility to create a list of potential members for the Mayor to appoint, and he does not appreciate Mayor Billings giving him a list of prospective members. Mr. Houston reported that the current board members have expressed interest in remaining on the board. He asked Councilman Heideman to reconsider voting aye so the board can move forward.

Dave Sanders motioned to approve Resolution 2022-37. Seconded by Kevin Thomas. Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

Dayton Hall asked to revisit Old Business 2 to reflect 211 lots, not 214.

Kevin Thomas motioned to approve a preliminary plat for Cordero Phase 3, a 211 lot residential subdivision, located at 2100 W 3900 S subject to staff and JUC comments. Seconded by Dave Sanders. Doug Heideman, Kevin Thomas, and Dave Sanders, voting aye. Motion carried unanimously.

3. Public Hearing to take comments on the following:

Dave Sanders motioned to go into public hearing. Seconded by Kevin Thomas. Doug Heideman, Kevin Thomas, and Dave Sanders, voting aye. Motion carried unanimously.

a. An Agriculture Protection Overlay located at 1235 S 700 West parcel number H-3-1-3-13192

No comments.

- 1 **b. An Agriculture Protection Overlay** located at 1239 S 700 West parcel numbers H-3-2-3-
2 23193, H-3-2-3-23180 and H-3-2-3-2317

3 No comments.

4 Dave Sanders motioned to go out of the public hearing. Seconded by Kevin Thomas. Doug
5 Heideman, Kevin Thomas, and Dave Sanders, voting aye. Motion carried unanimously.

- 6 **4. Ordinance 2022-42: Discussion and Consideration of an Agriculture Protection Overlay**
7 **for Bevin Johnson located at 1235 S 700 W.** Parcel number H-3-1-3-13192. Bevin
8 Johnson Applicant

9 Mayor Billings reported that the Dixie Conservation Committee, Planning Commission, and staff
10 have given a positive recommendation. Bevin Johnson explained that they are seeking
11 agriculture protection to continue operating in the same way. Mr. Nelson explained the
12 purposes of an agriculture protection overlay. Dayton Hall noted that the protection requires
13 subdivisions in the area to have a note in the plat declaring that the area is within an agriculture
14 protection zone.

15 Kevin Thomas motioned to approve an Agriculture Protection Overlay for Bevin Johnson
16 located at 1235 S 700 W. Parcel number H-3-1-3-13192. Seconded by Doug Heideman. Dave
17 Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

- 18 **5. Ordinances 2022-43: Discussion and Consideration of an Agriculture Protection Overlay**
19 **for Dale Johnson located at 1239 S 700 W.** Parcel numbers H-3-2-3-23193 H-3-2-3-
20 23180 and H-3-2-3-2317. Dale W. Johnson Applicant.

21 Mayor Billings reported that the Dixie Conservation Committee, Planning Commission, and staff
22 have given a positive recommendation. Mr. Johnson's son reported that they also want to
23 continue operating as usual.

24 Kevin Thomas motioned to approve an Agriculture Protection Overlay for Dale Johnson located
25 at 1239 S 700 W. Parcel numbers H-3-2-3-23193 H-3-2-3-23180 and H-3-2-3-2317. Seconded by
26 Dave Sanders. Doug Heideman, Dave Sanders, and Kevin Thomas, voting aye. Motion carried
27 unanimously.

- 28 **6. Consideration and possible approval of Resolution 2022-38 adopting the 2022 Natural**
29 **Hazard Mitigation Plan - Lynn Excell**

Mayor Billing reported that the County has approved this plan. Chief Excell explained that the plan identifies timelines and potential hazards that can occur in Hurricane City. He knows this plan is not perfect, but it gives the Cities in the area an opportunity to work together.

Doug Heideman motioned to approve Resolution 2022-38. Seconded by Kevin Thomas. Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

7. Consideration and possible approval of acceptance of a dedication plat for Three Falls Trail -Arthur LeBaron

Arthur LeBaron reported that the City purchased the well sight, and the remaining land was granted from SITLA. He noted that an Eagle Scout was able to arrange for all of the abandoned cars to be removed from the cliff. Councilman Thomas asked why SITLA donated the land. Mr. LeBaron explained that City asked SITLA for the property, and SITLA agreed to grant the land after the City explained that the land would not serve any purpose to SITLA.

Dave Sanders motioned to approve acceptance of a dedication plat for Three Falls Trail. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

Mayor and Council reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historical Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Vacant	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

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

- 1 Doug Heideman exited the meeting.
- 2 No closed meeting was held.
- 3 **Adjournment:** 7:24 p.m.

DRAFT

Minutes of the Hurricane City Council Special meeting held on January 03, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 12:00 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** Joseph Prete, David Hirschi, and Kevin Thomas. **Council Member Excused:** Dave Sanders

Also Present: City Manager Kaden DeMille, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, Street Superintendent Weston Walker, Recreation Director Kole Staheli, City Engineer Arthur LeBaron, City Treasurer Kathy Excell, City Recorder Cindy Beteag, City Accountant Paige Chapman, Utility Staff, and Sky Mountain Golf Course Greens Superintendent Jeff Beteag

AGENDA

12:00 p.m. Swearing Ceremony of new Council Members and Mayor

Welcome: John Bramall

Patriotic Thought: Clint Lawton

Flag Ceremony by Troop 1681 sponsored by the Hurricane Rotary Club

National Anthem: Raina Thorn

Prayer: Megan Heaps

Oath of Office: Cindy Beteag administered the oath of office.

Remarks from new council members:

David Hirschi is honored to be elected and is thankful for the opportunity to represent the great citizens in the community. He is wearing his father's tie, who served as Mayor for twelve years, and he is grateful for his example and encouragement. His wife's support during this process was steadfast. Mr. Hirschi is excited to serve with the first female Mayor and expressed his gratitude to the outgoing Council and Mayor.

Kevin Thomas thanked the outgoing Mayor and Council. The attendance in the Council Chambers today shows the citizen's interest in the community. He is humbled to be elected, and he hopes everyone understands that he will do his best to listen to and represent the community's citizens.

Vision for the next four years: Nanette Billings

30 Mayor Nannette Billings thanked Mayor Bramall for his service and announced his party. She
31 loves this community and is grateful to the citizens who trust her to represent the community.
32 She thanked her husband for his love and support. Mayor Billings recognizes that she has a lot
33 of work to do. Hurricane City is no longer a secret, and there are a lot of concerns about the
34 increased growth and losing the smalltown feel. Hurricane City needs affordable housing, and
35 she will encourage development in areas zoned for increased density. Her second focus is to
36 increase business and industrial areas to build on the tax base. These funds are needed for
37 repairs and maintenance within the City. Her last focus is green space in the community. The
38 previous mayors were the visionaries of the town and the water that helped create this
39 community. She is grateful for the people that served before her and hopes to live up to their
40 legacy. Mayor Billings noted that kindness begins with yourself, and she hopes everyone can
41 work together with that in mind.

42 **Adjournment:** 12:40 p.m.

1 Minutes of the Hurricane City Council meeting held on January 06, 2022, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah, at 5:00 p.m.

3 **Members Present:** Mayor Nanette Billings and **Council Members Present:** Joseph Prete, Dave
4 Sanders, David Hirschi, and Kevin Thomas

5 **Also Present:** City Manager Kaden DeMille, City Attorney Fay Reber, Police Chief Lynn Excell,
6 Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director
7 Stephen Nelson, Street Superintendent Weston Walker, Recreation Director Kole Staheli, City
8 Engineer Arthur LeBaron, GIS Specialist Joe Rhodes, City Recorder Cindy Beteag, Fire Chief Tom
9 Kuhlman, and Ash Creek Sewer District Superintendent Mike Chandler.

10 **AGENDA**

11 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

12 Ken Richins reported the department is in the final phases of drilling a new well by the Dixie
13 Springs tank. The department sent out new bids, which include separate components because
14 bidders had difficulty estimating costs due to the shortage of materials.

15 Mike Chandler reported that the Sewer District is in the process of acquiring pipe and manholes
16 for the pipeline project along Sand Hollow Road. He anticipates the project to start in March.
17 The project will cause disruption along Sand Hollow Road. A new chemical feed system has
18 been implemented to address the odors caused by corrosion.

19 Police Chief Lynn Excell reported there are four open positions in the Police Department. Four
20 new officers are in the Police Academy; three candidates have completed testing and are
21 pending background checks. Animal control and the school crossing program are fully staffed.
22 Mr. Excell reported that most officers work twelve-hour shifts to cover the lack of staffing.

23 Chief Kuhlman reported that the department was dispatched on 4,067 calls last year and 4,501
24 calls this year. Unfortunately, response times have dropped. One hundred fifty people
25 responded to the help wanted sign, and seventy-two passed testing.

26 Kole Staheli reported that registration for the spring athletic programs are underway. Auditions
27 for the spring musical and theatrical presentation of Sponge Bob Square Pants start in two
28 weeks. The six-week fitness challenge started on Monday.

29 Weston Walker introduced himself as the new Street Department Superintendent. The
30 department has started maintenance on the roads identified for chip and slurry seal, and there
31 are issues with trenches settling on 3000 South.

Mike Vercimack reported that the Utility Locator is studying to become a Building Inspector. The advertisement for the airport runway lighting project is in process, the pre-bid meeting is on February 12th, and bids open on February 27th.

Arthur LeBaron reviewed the role of the Engineering Department.

Stephen Nelson reported there are two open positions for Building Inspectors and one open position for a clerk position. Staff is in the process of updating ordinances to go before the Planning Commission. A variance request was filed with the City, and the variance will be reviewed by the Appeals Board tomorrow at 10:30 a.m.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer: Rajan Zed

Thought and Pledge: Rebecca Evans

Public Forum – Comments From Public

OLD BUSINESS

1. Consideration and possible approval of a Development Agreement with Southern Shores – Stephen Nelson

Brittany Christensen stated that Southern Shores has secured liability insurance to cover damage caused by any breach in the dam. However, the liability insurance only covers damages in the event of a breach; it will not pay for replacing the dam. After development is complete, the Home Owners Association is required to hold the insurance as long as there is water in the lake. She noted that this stipulation is not included in the drafted Development Agreement. Councilman Thomas feels this needs to be included in the Development Agreement. Councilman Prete is concerned about the future burden and liability to the City when the developer or HOA is not available to pay for damages. He is uncomfortable with the Development Agreements as it is written. Fay Reber suggested adding a provision to require a specified amount of liability insurance. Stephen Nelson explained that the preliminary plat has been approved, and the construction drawings will be approved after the development agreement is in place. He noted that there are natural channels that the water will flow through. However, that will change as the property is developed.

Kevin Thomas motioned to continue Consideration and possible approval of a Development Agreement with Southern Shores. Seconded by David Hirschi. Joseph Prete, Dave Sanders, David Hirschi, and Kevin Thomas, voting aye. Motion carried unanimously.

NEW BUSINESS

1. Update and discussion on rates changes for Solid Waste District – Kevin Knuz

Kevin Knuz explained that the district has not increased rates in ten years. With the Countywide growth, multiple solid waste lines of business are operating at a loss. Under the current rates, in 2022, a seventeen million dollar revenue will only net the district thirteen thousand dollars. Mr. Knuz presented safety issues at the landfill, the cost of vehicle repair, and the projected plan for future infrastructure. The infrastructure project is estimated at fifteen million dollars. The district must generate revenue to fund repairs and projects.

2. Presentation of the 2020 – 2021 annual audit – Hinton Burdick

Chad Atkinson presented the fiscal year 2020-2021 annual audit.

3. Consideration and possible approval of a Franchise Agreement between Hurricane City and Infowest

Kelley Nyberg, CEO of Infowest, reported that this agreement will allow them to invest additional money into expanding services in Hurricane City. This agreement is modeled after agreements within surrounding cities. Mike Vercimack would like the warranty period increased from eighteen months to twenty-four months. Councilman Prete would like to confirm that the tax rate on this agreement is similar to other Franchise agreements.

David Hirschi motioned to accept the Franchise Agreement between Hurricane City and Infowest subject to increasing the warranty period to twenty-four months. Seconded by Dave Sanders. David Hirschi and Dave Sanders, voting aye. Joseph Prete and Kevin Thomas, voting nay. Tie vote. Mayor Billings voting nay. Motion failed.

Councilman Prete and Councilman Thomas would like to compare this agreement to other active franchise agreements within Hurricane City before approval.

Joseph Prete motioned to continue approval of a Franchise Agreement between Hurricane City and Infowest. Seconded by Kevin Thomas. Dave Sanders, David Hirschi, Kevin Thomas, and Joseph Prete, voting aye. Motion carried unanimously.

4. Public Hearing to take comments on the following:

1 Dave Sanders motioned to go into a public hearing. Seconded by Joseph Prete. Kevin Thomas,
2 Dave Sanders, David Hirschi, and Joseph Prete, voting aye. Motion carried unanimously.

3 **A.** A sensitive lands application for Paraiso subdivision, a 390 unit residential
4 development, located at 2850 W 390 N

5 No comment.

6 Dave Sanders motioned to go out of public hearing. Seconded by Kevin Thomas. Kevin Thomas,
7 Dave Sanders, David Hirschi, and Joseph Prete, voting aye. Motion carried unanimously.

8 **5.** Consideration and possible approval of a **preliminary plat and sensitive lands**
9 **application for Paraiso subdivision**, a 390 unit residential development, located at
10 2850 W and 300 N. Middon LLC Applicant

11 Adam Allen represents the client. He explained that this subdivision was owned by the Plum
12 Gardner group and is now owned by the Middon Group. The PDO and preliminary site plan
13 were presented in August. They have submitted the preliminary grading and geotech plans and
14 worked through the sensitive land with Stephen Nelson and Arthur LeBaron. Mr. Nelson
15 reported that the preliminary site plan meets the density and criteria for the approved zone
16 change. There are two pickleball courts in each park. The City Council asked for pavilions,
17 restrooms, and playgrounds in the parks. He thinks the developer is open to amenity
18 suggestion, but the criteria for the zone change has been met. Mr. Nelson noted that the block
19 lengths are eight hundred and forty feet. However, he and Arthur LeBaron think it will meet
20 the standard if a paved trail is provided. Mr. LeBaron explained that block lengths serve three
21 purposes; utility looping, emergency service access, and quality of life. The utility looping and
22 emergency access are not a concern, and he feels the trails will provide a neighborhood aspect.

23 Dave Sanders motioned to approve the preliminary plat and sensitive lands application for
24 Paraiso subdivision, a 390 unit residential development, located at 2850 W and 300 N. subject
25 to staff and JUC comments including the tonight's comments regarding continuing the path.
26 Seconded by Joseph Prete. Dave Sanders, Kevin Thomas, David Hirschi, and Joseph Prete, voting
27 aye. Motion carried unanimously.

28 **6.** Consideration and possible approval of a **MOU with UDOT** – Arthur LeBaron

29 Arthur LeBaron explained that the Romney Group has proposed to build an interchange on SR-7
30 at 3500 South. Utah Department of Transportation (UDOT) requires a memorandum of
31 understanding (MOU) with the developer. UDOT has requested Hurricane City to participate in
32 the MOU because the interchange is located within the City. The MOU covers the requirements
33 placed on the developer and clarifies the City's duty to maintain the top surface of the overpass
34 after the project is complete.

1 Dave Sanders motioned to approve the MOU with UDOT regarding the 3500 South interchange.
2 Seconded by Joseph Prete. Kevin Thomas, Dave Sanders, David Hirschi, and Joseph Prete, voting
3 aye. Motion carried unanimously.

4 **7. Consideration and possible approval of an MOU between Washington County Water**
5 **Conservancy District, Hurricane City, and River Valley Development regarding the**
6 **Bench Lake Water Line Easement – Arthur LeBaron**
7

8 Arthur LeBaron explained that River Valley Development needs an easement from the
9 Conservancy District for a water loop to the Cordero project. The Conservancy District has
10 requested an MOU between River Valley Development, Hurricane City, and the Water
11 Conservancy District. The MOU requires the developer to purchase the easement and install
12 the water line to Hurricane City standards. Mr. LeBaron explained the easement will be granted
13 to Hurricane City.

14 Joseph Prete motioned to approve the MOU between Washington County Water Conservancy
15 District, Hurricane City, and River Valley Development regarding the Bench Lake Water Line
16 Easement. Seconded by David Hirschi. Dave Sanders, Kevin Thomas, David Hirschi, and Joseph
17 Prete, voting aye. Motion carried unanimously.

18 **8. Discussion and Consideration of Approval of Resolution 2022-01: Updating the**
19 **Planning Commission Term Schedule and reappointment of Ralph Ballard and Penny**
20 **James-Garcia to the 2022-2026 Terms.**

21 Stephen Nelson reported that by State Law, the City is required to have a Planning Commission.
22 Mr. Nelson cited the Hurricane City Code, which established and defined the terms of the
23 Planning Commission. The terms of the Planning Commission are inconsistent and do not
24 comply with the code. The goal of this resolution is correct the appointments and term dates.
25 He reviewed the terms of the current commissioners. Ralph Ballard and Penny James-Garcia
26 have expressed interest in continuing to serve on the Planning Commission.

27 Kevin Thomas motioned to approve Resolution 2022-01 updating the Planning Commisison
28 term schedule and reappointment of Ralph Ballard and Penny James-Garcia to the 2022-2026
29 Terms. Seconded by David Hirschi. Joseph Prete, Dave Sanders, David Hirschi, and Kevin
30 Thomas, voting aye. Motion carried unanimously.

31 **9. Discussion regarding golf carts on public roadways pertaining to House Bill 184 –**
32 **Richard Foote**
33

34 Richard Foote has lived in Hurricane City for eleven years. He works at a Comfort Inn and his
35 only form of transportation is his bicycle and golf cart. He has been stopped several times by

1 police while driving his golf cart. They are usually very understanding of his situation. However,
2 some officers have threatened to tow his golf cart. Mr. Foote explained that House Bill 184
3 allows a municipality to treat golf carts as bicycles. He requests that the City Council address
4 the current law and permit him to operate his golf cart on the highway. Mayor Billings
5 explained that the bill authorizes the municipality to allow the operation of golf carts on a
6 highway under certain circumstances. However, it is challenging to allow operation on a
7 highway for specific people. Stephen Nelson explained that the City can not authorize the use
8 of a golf cart on a state highway. Chief Excell reported that Mr. Foote is a good member of the
9 community, and he empathizes with his situation. He feels that the City needs to review the
10 OHV and ATV ordinance to determine whether this can be allowed within that ordinance. He is
11 concerned about allowing unrestricted use of golf carts on City roadways. Mayor Billings and
12 the City Council will work on an ordinance to address this situation.

13 **10. Appointment of Council Members to various boards - Nanette Billings**

14 Mayor Billings provided prepared resolutions with designated appointments.

15 Dave Sanders motioned to approve the appointment of Council Members to various boards.
16 Seconded by Joseph Prete. Dave Sanders, David Hirschi, Kevin Thomas, and Joseph Prete, voting
17 aye. Motion carried unanimously.

18 **11. Consideration and possible approval of the annual meeting schedule**

19 Mayor Billings reviewed the annual meeting schedule for the City Council, Commissions, and
20 Boards.

21 David Hirschi motioned to accept the annual meeting schedule as described. Seconded by
22 Joseph Prete. Kevin Thomas, David Hirschi, Dave Sanders, and Joseph Prete, voting aye. Motion
23 carried unanimously.

24 **12. Consideration and possible approval of a resolution approving participation in the**
25 **Utah opioid abatement fund and settlement allocation MOU - Kaden DeMille**
26

27 Kaden DeMille explained that this is a nationwide settlement that has taken place to resolve a
28 series of opioid litigations. The purpose of the resolution is to provide funds for the State and
29 local entities to combat and abate opioid issues. Mr. DeMille reported that the Utah League of
30 Cities and Towns has recommended participation.

31 Kevin Thomas moved to approve a resolution approving participation in the Utah opioid
32 abatement fund and settlement allocation MOU. Seconded by Dave Sanders. Joseph Prete,
33 Dave Sanders, David Hirschi, and Kevin Thomas, voting aye. Motion carried unanimously.

13. Discussion and possible recommendation to the Washington County Water Conservancy District regarding extending limited water supplies

Mayor Billings stated Hurricane City has an ordinance that addresses water conservation. Ken Richins reported that the Water Department is in the process of installing a metering system that will significantly help conserve water. Stephen Nelson noted that water efficiency standards in new construction are not addressed in the current ordinance. The Conservancy District recommends WaterSense appliances, hot water recirculation systems, and limiting lawn area in new construction. The Planning Department is reviewing the landscape and new construction standards to find ways to address water conservation. He will bring the recommendations to the Planning Commission and City Council.

Mayor and Council reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historical Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Vacant	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

Adjournment: 9:35 p.m.

Minutes of the Hurricane City Council meeting held on November 18, 2021, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:00 p.m.

Council Members: Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders, and Kevin Tervort. Mayor John Bramall excused.

Also Present: City Manager Kaden DeMille, City Attorney Fay Reber, Lieutenant Jerod Brisk, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, Recreation Director Kole Staheli, City Recorder Cindy Beteag, and Fire Chief Tom Kuhlman.

AGENDA

4:00 p.m. Consideration and possible decision regarding economic impacts to the City

Kaden DeMille presented wage information. The information included an option to increase wages by two percent and three percent. He reported that other municipalities in the County are also looking at wage increases. He is not confident that the economy will not change; he recommends a bonus rather than a wage increase. He would like to look at increasing wages in January to align with the timing of wage increases in other municipalities. Mr. DeMille noted that forty-five applicants applied for the utility clerk position. Ten candidates were selected for interviews. Three candidates did not attend the interview, and several more terminated their applications. Councilwoman Billings noted that the City increased wages by two percent in February, three percent in July, and another three percent increase for the Police Department in September. She suggested a Christmas bonus of one percent of the employee's wages. She feels a lump sum is more beneficial than a slight pay increase. Councilman Sanders does not think employees will remember the Christmas bonus when wages are discussed next year.

Councilman Prete feels that the City does need to do its best to keep up morale. However, considering the drastically changing economy, it is important to know whether the City can sustain the wage increase. Councilman Tervort agrees that an increase needs to happen, but he is concerned about postponing capital projects to compensate for the wage increase. Mr. DeMille noted that the revenue generated from property and sales tax goes to the General Fund, and the revenue from sales tax has increased by five percent. Councilman Larson suggests a two percent increase and a medium size bonus starting now. He explained that hiring an employee to replace a key employee will cost more than this wage increase.

Scott Hughes reported that the City will lose valuable employees if this is not addressed. Mr. DeMille is working to change the culture in the office and make the City an enjoyable place to work, and he is asking departments to do the same thing. Councilman Sanders agrees with Councilman Larson's suggested wage increase and bonus. Councilman Prete agrees that an increase may be necessary to stay competitive and alleviate the burden of inflation.

1 The City Council discussed a two percent wage increase to each department's budget to be
2 allocated by the department head with a three hundred and fifty dollar bonus for full-time
3 employees and a one hundred dollar bonus for part-time employees.

4 Nanette Billings motioned to move this to the end of the meeting as item 11. Seconded by
5 Joseph Prete. Darin Larson, Dave Sanders, Kevin Tervort, Nanette Billings and Joseph Prete,
6 voting aye. Motion carried unanimously.

7 **5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports**

8 Discussion regarding development of all abilities park on City land at 1410 W 650 South-Art in
9 the Park Committee.

10 Sarah Jackman is representing Art in the Park. She explained that Art in the Park has placed
11 several sculptures in Hurricane City. The committee wants to create a place for people to
12 connect with art, neighbors, and themselves. Mental and physical health is an essential aspect
13 of life, and they feel this can be accomplished by creating an interactive art park. The idea for
14 the park is to have areas representing the national parks, sculptures, mosaics, rock climbing,
15 yoga, a building for art classes, and a children's play area. The location they are considering is a
16 gravel pit owned by the City. Ms. Jackman noted that they have not researched costs yet.
17 Stephen Nelson reported that there is a master planned roadway through the gravel pit.
18 Councilman Prete thinks this will be a unique park that can serve the entire region. There may
19 be grant funds available to fund the park.

20 Mike Vercimack thinks it is innovative, but this location is not ideal. The property would have to
21 be filled in when the roadway is built, and the planned roadway will consume a large portion of
22 the property. Mr. Nelson stated that other cities have added interactive art in downtown areas,
23 and he plans to incorporate some of these ideas into the downtown master plan.

24 Councilwoman Billings suggested meeting with the parks and other departments to get ideas.
25 Councilman Larson stated that the Rotary Club plans to do an all-abilities park in Hurricane City,
26 and the club is farther along in the planning process. He thinks these two parks could be
27 incorporated together.

28 Chief Kuhlman reported that Fire Academy starts on January 24th. They are planning to hire
29 thirty employees in the next year. Mr. Kuhlman presented the recruiting video, and the
30 application is open to the public. He explained that the department funds the expensive cost of
31 training new employees. However, the employee is required to pay back the cost of their
32 training if they do not stay with the department for forty-eight months.

33 Jared Brisk reported that the Police Department is busy. Two officers are out with COVID.

1 Kole Staheli reported that the annual Christmas Tree Lighting/Festival is on November 29th.
2 There is a large lineup of Christmas concerts at the fine arts facility. Arthur LeBaron and Darren
3 Barney are excited about the property near Quail Lake, and he is hopeful that the Water
4 Conservancy District will lease the property to Hurricane City. There are nearly nine acres that
5 can be used for recreational purposes. The walls for the bell tower are going up today.

6 Mike Vercimack reported that the City is staying remarkably busy. Many commercial
7 developments are coming in, and development continues to be the driving force. The Planning
8 Commission has recommended approval for zoning on 2800 West. Half of the owners have
9 signed a right of occupancy, and the right of way and power lines easement needs to be
10 finalized.

11 Stephen Nelson reported that thirty-four responses were received during the downtown
12 walking survey. Most of the concerns received involved SR-9. He will prepare the information to
13 present to the City Council and the Utah Department of Transportation. There were twenty-two
14 applications at the last Planning Commission meeting. The final site plan was approved for
15 Intermountain Health Care. The Water Conservancy District submitted a zone change
16 application for 3,200 acres. The Planning Commission tabled the item so they can hold a work
17 meeting with the City Council in January. The holiday dinner for the boards and commission is
18 planned for December 13th.

19 **6:00 p.m. - Call to Order –**

20 Kevin Tervort welcomed everyone to the meeting.

21 **Pledge:** Darin Larson

22 **Prayer:** Joseph Prete

23 Approval of Minutes: July 15, 2021

24 Nanette Billings motioned to approve the Minutes of the regular City Council Meeting on July
25 15, 2021. Seconded by Dave Sanders. Darin Larson, Nanette Billings, Dave Sanders, and Kevin
26 Tervort, voting aye. Joseph Prete abstained. Motion carried.

27 **Public Forum – Comments From Public**

28 Lily McEntire lives in Ivy Wood. She is a mother of six children, and four attend Valley Academy.
29 They walk or ride their bike to school. Traffic has increased in this area, and many children walk
30 along 400 North. She thinks a second crosswalk is necessary on 870 West and 400 North. She

1 reported that three hundred and eighty-five community members signed the petition
2 supporting another crosswalk.

3 **OLD BUSINESS**

4 **1. Consideration and possible approval of a proposed code amendment to Hurricane City**
5 **Code 10-26.** Hurricane City Planning Applicant.

6 Stephen Nelson explained that this ordinance defines the City's recreational resort
7 development standards. With guidance from the Council, the Planning Commission made some
8 changes to the ordinance. These changes clarify required amenities, parking, and additional
9 consideration for zone changes. The verbiage for the onsite management requirement was
10 edited for clarity. Councilman Prete suggested adding verbiage to note that onsite management
11 is required from the beginning and suggested requiring completion of the pool and clubhouse
12 within one year of starting the project. He questioned what "other amenities shall be phased
13 proportionately" means in the last sentence. Mr. Nelson explained that this prevents
14 developers from postponing major improvements. Councilman Prete suggested adding
15 "construction of other amenities" to the sentence. Councilwoman Billings confirmed that this
16 applies to developments zoned for recreation resorts that do not have an approved preliminary
17 plat.

18 Joseph Prete motioned to approve the proposed code amendment to Hurricane City Code 10-
19 26 subject to the changes discussed and final legal review. Seconded by Nanette Billings. Darin
20 Larson, Dave Sanders, Kevin Tervort, Nanette Billings, and Joseph Prete, voting aye. Motion
21 carried unanimously.

22 **2. Consideration and possible approval of a proposed zone change amendment request**
23 **on 327 acres from RA-1, residential agriculture one unit per acre, to R1-10, residential**
24 **one unit per 10,000 square feet. Parcel ID's H-3402 and H-3401-A.** Silver Flats LLC/
25 Duane Fielding Applicant, Jon Jensen Agent.

26 The applicant is not present.

27 Nanette Billings motioned to table approval of a proposed zone change amendment request on
28 327 acres from RA-1, residential agriculture one unit per acre, to R1-10, residential one unit per
29 10,000 square feet. Parcel ID's H-3402 and H-3401-A. Seconded by Joseph Prete. Darin Larson,
30 Dave Sanders, Kevin Tervort, Nanette Billings, and Joseph Prete, voting aye. Motion carried
31 unanimously.

32 **3. Consideration and possible approval for a Zone Change and preliminary site plan**
33 **request on 37 acres from RA-1, residential agriculture 1 unit per acre, to R1-8,**

1 **residential 1 unit per 8,0000 square feet, with a PDO, planned development overlay.**
2 Parcel H-3386-B. Louise P Spendlove Applicant. Tyler Meyers Agent.

3 Tyler Meyers reported that the applicants understand the utility issues. They likely will not be
4 ready to start building for a year or more, and they are okay with a development agreement
5 noting that building permits will not be issued until they have adequate utilities. Stephen
6 Nelson reported that this agreement is similar to the Balance of Nature development
7 agreement. The Planning Commission gave a positive recommendation. The applicant will have
8 to present a sensitive land application for the south and east side of the property with the
9 preliminary plat. Councilwoman Billings confirmed that the proposed units per acre are 3.45
10 with an R1-8 underlying zone.

11 Nanette Billings motioned to approve the Zone Change and preliminary site plan request on 37
12 acres from RA-1, residential agriculture 1 unit per acre, to R1-8, residential 1 unit per 8,0000
13 square feet, with a PDO, planned development overlay with 3.45 units per acre based on it is
14 harmounious with the surrounding properties. Approval is subject to the development
15 agreement. Seconded by Darin Larson. Dave Sanders, Kevin Tervort, Darin Larson, and Nanette
16 Billings, voting aye. Joseph Prete voting nay. Motion carried.

17 **NEW BUSINESS**

18 **1. Consideration and possible approval of Resolution 2021-29 to update the Zion Regional**
19 **Collaborative Independent Contractor Agreement - Stephen Nelson**

20 Stephen Nelson reported that Zion Regional Collaborative hired an independent contractor last
21 year. Mr. Nelson feels this is an excellent organization that helps coordinate regional projects.
22 This is the same contract as last year. Hurricane City has budgeted \$10,000 for this year's
23 contract. However, other participating cities have increased their contribution by ten percent.

24 Nanette Billings motioned to approve Resolution 2021-29 to update the Zion Regional
25 Collaborative Independent Contractor Agreement. In the budgeted amount of \$10,000.
26 Seconded by Dave Sanders. Darin Larson, Kevin Tervort, Joseph Prete, Dave Sanders, and
27 Nanette Billings, voting aye. Motion carried unanimously

28 Councilman Prete advocated hiring a grant writer.

29 **2. Public Hearing to take comments on the following.**

30 Nanette Billings motioned to go into a public hearing. Seconded by Darin Larson. Kevin Tervort,
31 Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting aye. Motion carried
32 unanimously.

33 **a. A sensitive land application for Sand Cove located at 3350 W 500 North**

1 No comments

2 Nanette Billings motioned to go out of the public hearing. Seconded by Darin Larson. Kevin
3 Tervort, Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting aye. Motion
4 carried unanimously

5 **3. Consideration and possible approval of a preliminary plat and sensitive land application**
6 **for a proposed single-family subdivision located at approximately 3350 W and 500 N.**
7 **Mortar & Beam Applicant, Jim Lyman Agent.**

8 Jim Lyman explained that three lots had a thirteen percent slope. After meeting with the
9 Council and Planning Commission, the applicant swapped land with the City to accommodate
10 the park. This creates better access, and the walkway was continued from Coronado Ridge to
11 access the park. Stephen Nelson noted that there are other lots exceeding ten percent. The
12 Planning Commission recommended approval because grading the lots will minimize the slope's
13 impact. The Parks Department has reviewed and supports the park plan. Mr. Lyman stated that
14 a portion of the 1.92-acre park will be preserved as open space. Mr. Nelson reported that
15 Arthur LeBaron made the recommendation that the three lots by the parking lot need to have
16 garages on the main street. Mr. Lyman noted that the City Engineer is willing to make an
17 exception for the intersection length connecting to Shoshone Land Company's property.
18 Councilman Sanders asked if there are plans to address the drainage on 3400 West. Mike
19 Vercimack reported that any development on 600 North is required to make improvements
20 along 600 North, and there is a planned drainage basin.

21 Dave Sanders motioned to approve the preliminary plat and sensitive land application for a
22 proposed single-family subdivision located at approximately 3350 W and 500 N subject to
23 Arthur LeBaron approving the road that exceeds eight hundred feet. Seconded by Nanette
24 Billings. Kevin Tervort, Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting
25 aye. Motion carried unanimously

26 **4. Discussion regarding the additional of a crosswalk at Hurricane Elementary -Jenny**
27 **Chamberlain**

28 Jenny Chamberlain is the President of the Community Council of Hurricane Elementary School.
29 This Council includes principals, teachers, and parents. The Community Council has been
30 discussing the ongoing safety concerns regarding the lack of a crosswalk on 870 W and 400
31 North. She explained that the previous traffic study did not find that this location warranted a
32 crosswalk. She asked the Council to consider having a new traffic study because the density has
33 significantly increased. Ms. Chamberlin reviewed events that take place during the school year.
34 Jerod Brisk reported that the road is going to get busier. The crosswalk will have no impact
35 without a crossing guard. Mike Vercimack noted that a simple, immediate solution is to erect a

1 crosswalk sign and paint a crosswalk. He will check with Arthur LeBaron to see if a crossing
2 guard is required at a crosswalk. Councilman Sanders explained that completing 700 West will
3 eliminate much of the problem. Becky is concerned that painting a crosswalk without a crossing
4 guard will encourage children to cross without help. Councilwoman Billings asked if teachers
5 could help by explaining to the student that they can't cross there.

6 Maggie Maxfield reported that the new section of 700 West has eliminated some traffic. She
7 has witnessed teachers telling students not to cross, only to have the parents tell them to cross
8 there. Ms. Chamberlain read the petition to the City Council. Derek's son was hit at this
9 intersection. He explained that there is limited visibility, and the school zone signs only meet
10 the minimum requirements.

- 11 **5. Consideration and possible approval of an amended final plat for Hinton Home Estates**
12 **Subdivision:** Partial Amendment A (Lots 2 &3), located at 754 W 1130 S. Ryan and
13 Chantel Reeve Applicants, Ben Syphus Agent.

14 The Planning Commission unanimously recommended approval. The applicant wants to
15 combine two lots to build a pool and a pool house.

16 Dave Sanders motioned to approve the amended final plat for Hinton Home Estates Subdivision
17 subject to the staff and JUC comments. Seconded by Joseph Prete. Kevin Tervort, Joseph Prete,
18 Darin Larson, Dave Sanders, and Nanette Billings, voting aye. Motion carried unanimously.

- 19 **6. Consideration and possible approval on a final plat for Canyons RV Resort Amended**
20 **and Extended. Located at 100 N and 2800 W.** Western Commercial Real Estate, PLLC
21 Applicant. Joseph Venuti Applicant.

22 Joby Venuti explained that this amendment addresses the problems with the sewer. Stephen
23 Nelson reported that the open space was approved in the initial development agreement, and
24 the Homeowner's Association does not plan to do anything with the land. They have entered a
25 preliminary agreement with Ash Creek Sewer District based on this approval. The Planning
26 Commission unanimously recommended approval.

27 Joseph Prete motioned to approve the final plat for Canyons RV Resort Amended and Extended.
28 Located at 100 N and 2800 W subject to staff and JUC comments. Seconded by Nanette Billings.
29 Kevin Tervort, Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting aye.
30 Motion carried unanimously.

- 31 **7. Consideration and possible approval of a preliminary plat for Red Cliff Preliminary Plat,**
32 **a 31 lot duplex development, located at 2170 W 600 N.** Jay Rice- Red Cliff Development
33 Applicant. Jared Madsen- Alpha Engineering Agent.

1 The applicant nor the agent are present.

2 Joseph Prete motioned to continue approval of a preliminary plat for Red Cliff Preliminary Plat,
3 a 31 lot duplex development, located at 2170 W 600 N. Seconded by Nanette Billings. Kevin
4 Tervort, Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting aye. Motion
5 carried unanimously.

6 **8. Discussion regarding the Memorandum of Understanding with SUU**

7 Councilwoman Billings, Kaden DeMille, the City Attorney, and SUU held a conference call last
8 week. SUU originally proposed limiting the flights to three per day with two helicopters. The
9 drafted MOU listed five flights per day, and the group compromised on four flights per day.
10 Scott Freeman would like to add verbiage that defines four flight groups per day with a thirty-
11 minute time limit per flight group. Exhibit A was not available for review. The Airport Board
12 suggested implementing an ordinance instead of having multiple MOUs with multiple entities.
13 The Board also wants the MOU to note that there are six patterns, and no run-on landing is
14 allowed at our airport. Councilman Sanders suggested updating the MOU for the attorney to
15 review and present to SUU.

16 **9. Consideration and possible approval of waiving the power impact fees for the bell**
17 **tower power source**

18 Nanette Billings motioned to waive the power impact fees for the bell tower power source.
19 Seconded by Joseph Prete. Kevin Tervort, Joseph Prete, Darin Larson, Dave Sanders, and
20 Nanette Billings, voting aye. Motion carried unanimously.

21 **10. Consideration and possible approval to change 5140 West to Pecan Valley Road - Chris**
22 **Wyler**

23 Councilwoman Billings prefers the grid address system because it is challenging to navigate if a
24 street is only marked with a name. Stephen Nelson reported that the grid number cannot be
25 replaced on the signage, but a street name can be added.

26 Dave Sanders motioned to add Pecan Valley Road with 5140 West to meet the standard.
27 Seconded by Nanette Billings. Kevin Tervort, Joseph Prete, Darin Larson, Dave Sanders, and
28 Nanette Billings, voting aye. Motion carried unanimously.

29 Mayor and Council reports

Mayor Bramall	Airport, Administration, Police, Animal Control, School Crossing Guards, Victim Services, Public Works, Engineering -
---------------	---

Nanette Billings	Parks & Cemetery, Appeals Board, Airport, Historical Preservation, Solid Waste District, and Youth Council -
Darin Larson	Planning Commission, Economic Development, Planning Department, Power, and Swimming Pool -
Joseph Prete	Court, Water, Recreation, Tree Board, and Beautification Committee -
Dave Sanders	Emergency Management, Streets & Drainage, Prosecutor's Office, Code Enforcement, and Building and Inspections – asked if impact fees could be reviewed.
Kevin Tervort	Ash Creek Special Service District, Golf Course, Industrial Park, Mosquito Abatement, Fire District -
Kaden DeMille	City Administration – asked about PID. Not until it is certified.

11. Consideration and possible decisions regarding economic impacts to the City

Councilman Larson thinks bonuses are a morale booster, but a wage increase will eliminate future issues with competing cities. Councilwoman Billings stated that while the budget is open, the Council should consider hiring an assistant for Kaden DeMille, a Human Resource Director, and a full-time City Attorney. Mr. DeMille explained that there had been many changes in the administration office, and he would like more time to gauge these changes before hiring a Human Resource Director. He agrees that an assistant will be helpful. Councilman Larson feels it is important to hire a Human Resource Director, and he would like that to be considered in the next fiscal year.

Darin Larson motioned to approve a wage increase of two percent allocated per department in January plus a bonus of three hundred fifty dollars for full-time employees and a one-hundred-dollar bonus for part-time employees. Seconded by Dave Sanders. Kevin Tervort, Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting aye. Motion carried unanimously.

Closed Session:

Nanette Billings motioned to go into a closed session. Seconded by Dave Sanders. Kevin Tervort, Joseph Prete, Darin Larson, Dave Sanders, and Nanette Billings, voting aye. Motion carried unanimously.

Adjournment: 8:42 p.m.

Minutes of the Hurricane City Council Special meeting held on January 03, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 4 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** Joseph Prete, David Hirschi, Dave Sanders, and Kevin Thomas

Also Present: City Manager Kaden DeMille, Police Chief Lynn Excell, City Recorder Cindy Beteag, City Attorney Fay Reber, Gregory Hoole and Jeff Rowley with Utah Local Government Trust, and Mike Green online

AGENDA

4:00 p.m.

Dave Sanders motioned to go into a closed session. Seconded by Joseph Prete. Motion carried with Joseph Prete, David Hirschi, Dave Sanders, and Kevin Thomas voting aye.

Adjournment: 6:30

Minutes of the Hurricane City Council Amended Special meeting held on February 28, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 6:00 p.m.

City Council Members Present: Mayor Nanette Billings and **Council Members:** Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas.

Staff Present: City Manager Kaden DeMille, Planning Director Stephen Nelson, Street Superintendent Weston Walker, Public Works Director Mike Vercimack, City Engineer Arthur LeBaron, Power Superintendent Scott Hughes, Water Superintendent Ken Richins, Parks Superintendent Daren Barney, Police Chief Lynn Excell, Fire Chief Tom Kuhlmann, and City Recorder Cindy Beteag.

6:00 p.m. -Call to Order

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer

Deward Stout

Memorial Thought to Honor Dell Stout

Nanette Billings

Song Written by Dell Stout

Pledge

Deward Stout

Consideration and possible approval of an easement agreement with Kenneth Heaton-Arthur LeBaron

Mayor Billings shared thoughts on the Balm of Gilead. She asked for everyone in attendance to be respectful of each other's thoughts on the subjects discussed tonight.

Arthur LeBaron reported that this easement grants access to Kenneth Heaton's property through Hurricane City property. It is on the corner of SR-9 and 700 West. The City does not want an access point off SR-9 or closer to the intersection on 700 west. Stephen Nelson noted that a preliminary site plan for a coffee shop on this parcel was received today.

Kevin Thomas motioned to approve an easement agreement with Kenneth Heaton. Seconded by Dave Sanders. Motion carried unanimously with Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas voting aye.

Discussion on the process of annexing property from the County to the city

Mayor Billings read State Law 10-2-401.5 Annexation Policy. The city can annex an unincorporated area without an annexation petition if it complies with the State Annexation Policy. Planning Director Stephen Nelson discussed the policy criteria that a city must meet to force annexation. Besides the annexation criteria, there are other things to consider, like the financial burden to the city residents and whether the residents in the area support the annexation. The council also needs to consider what it will take to get utilities to the area.

Mayor Billings discussed what she thinks the pros and cons are for the City and the citizens to annex. The citizens will have a vote in the municipal election and a voice at City Council meetings. The con for citizens is an additional municipality tax. The cons for the City are taking over old water tanks, roads, pipes, and infrastructure.

Water Superintendent Ken Richins stated that the water department is in agreement with Washington County Water Conservancy District and already provides some water to Sky Ranch. Hurricane City's water tanks are higher than the districts, so water pressure will increase if the area is annexed. The district would like Hurricane City to take over the water system, but the annexation must be approved for that to happen. The Conservancy District continually has water line breaks. If the City takes over the system, the Water Conservancy District will be responsible for bringing water lines up to the City's standards. The annexation will provide a network through the city's water system, making the system more dependable. Steve Nation asked who is responsible for running the copper line from the meters to the house. Mr. Richins stated that this would not be a required update, but it is at their cost if the citizens choose to do so.

Power Superintendent Scott Hughes reported that the cost of power should be cheaper for the residents. The City will have to buy the infrastructure from Rocky Mountain Power, but there is no upfront cost to the citizens. The outage response time will be faster.

City Engineer Arthur LeBaron reported that the City would be responsible for maintaining the roads and drainage. There is work that needs to be done in that area.

Street Superintendent Weston Walker has also noticed problems with the drainage. New developments will need to meet the City's standards. If the water lines are replaced, the roads will have to be dug up.

Public Works Director Mike Vercimack thinks there will need to be a runway protection zone.

Police Chief Lynn Excel stated that Hurricane City is closer to the area than Washington County, so our officers are already being dispatched to the scene. They will need to add another district, but he thinks they will be able to provide better service.

Parks Superintendent Darren Barney is not aware of any public parks in the area.

Fire Chief Tom Kuhlman stated that the annexation does not impact them. They are looking at putting a station in this area already.

Public Comment

Ross Johnson, Airport Manager at Sky Ranch, reported that many houses in this area do not have water pressure valves. There are problems with vacation rentals. Mayor Billings said that the City Council is looking at ordinances to address vacation rentals. He would like to have volunteer firefighters in the area.

Mike Benson lives in Cliff Dwellers. He would like to know if there would be retro actions for the existing homes for the curb and gutter. Mr. LeBaron reported that the City would not make citizens go back and

put in the curb and gutter. Mr. Benson wants to know about curb and gutter requirements for the vacant lots. Mr. Nelson reported that this would be addressed in an annexation agreement. Mr. Benson asked for clarification about what will happen with the sewer. Mayor Billings read a response from Mike Chandler with Ash Creek Special Service District. Their policies will not change, and they strongly recommend moving forward with the annexation.

Steve Nation reported that homes in Sky Ranch have septic systems that flow toward the runway. The City will need to dig forty feet deep to reverse the flow from the runway. When Moccasin Flat was annexed into the City, he brought concerns about the drainage ditch that were not addressed. The City now surrounds Sky Ranch due to annexations, and they did not get to have any input.

Jackie Soques lives in Cliff Dweller Ranch. She thanked everyone for their time and comments. She asked the City to consider studying the emergency services that go into the area. Bringing a property into the municipal boundaries is typically an economic benefit to the City, and the long-term consequences are always negative. There is nothing wrong with developing outside of town.

A resident of Adobe Hills asked about streetlights. Copper Rock could not get approval without streetlights. Mr. LeBaron reported that the City did not require streetlights in Moccasin Flats to protect the dark skies. He does not think the City will rush in and require streetlights. The resident's husband thinks the annexation benefits the City. We do not want this annexation. He is also concerned about the PID's and the water usage. There is a big problem with vacation rentals in the area. Sometimes there are parties with 150 people. He asked how the annexation would affect the vacation rentals. Mr. Nelson reported that this could be addressed in the agreement. Mayor Billings explained the financial aspects of the PID. She discussed the City's water supply. Mr. Hughes reported that the power department typically installs a streetlight every three hundred feet. But if the citizen does not want the light, we do not install it.

Patty Nation lives in Sky Ranch. She would like to know what the plans are for 1100 West. No one goes the speed limit, and it is not safe to walk on the roads anymore. We need more stop signs. Mr. LeBaron reported that the City Council recently adopted an active transportation plan that calls for a twelve-foot paved path for pedestrians. He does not anticipate additional stop signs in the area. Mr. Ross suggested adding roundabouts.

Gladys Nemacheck lives in Sky Ranch. She asked if the city would maintain the underground power lines. Mayor Billings confirmed that the City will.

Tadd lives in Cliff Dwellers. He asked if he would be charged for sewer even though he is on a septic system. He would like to know what guarantees the citizens have that the items discussed will be honored. Mayor Billings stated that he would not be charged for sewer. Mr. LeBaron does not think the annexation will change anything regarding the sewer line along 1100 W. Mayor Billings reported that these items would be in the annexation agreement.

Fred Pearson living in Cliff Dwellers reported that this is the third discussion about annexations in the area. He does not know anyone who wants the annexation, and he would like to know the costs to the residents. Mr. Hughes provided examples of potential electric costs.

Douglas Washburn reported that he is building in Copper Cliffs. He is installing a septic system because he cannot hook up to the sewer, and the septic system could be obsolete in a year because of the updated lines. He asked if there would be a policy that will allow him to remain on his system.

Councilman Sanders feels like the residents should make this decision. We will provide them with the data to make an informed decision. Councilman Prete stated that the statute gives the City the ability to annex even if the citizens do not initiate it. The annexation will allow the City to regulate vacation rentals and provide better emergency services. He does not think the annexation will bring dramatic changes. The taxes will increase slightly, but the utility cost will decrease. Councilman Hirschi asked for a raise of hands from those who are for the annexation. Only a small number of citizens in attendance want the annexation. There are still questions that need to be answered. He wants to honor the citizens. Councilman Thomas does not feel that the City will gain anything from this annexation. He does not want the annexation unless it is what the citizens want. Councilman Heideman has talked to citizens who have expressed concern about being forced to annex into the City. The airport has not been addressed yet. However, he does think the annexation will be better for the City and the citizens.

Mary Ann Perkins asked what percentage of the residents would have to agree if there was a vote. Mr. Nelson reported that if the City forces the annexation, the citizens do not get a vote. If the citizens petition for the annexation, there are petition requirements. Mr. Heideman discussed the different tax rates between the City and the County.

Mr. Washburn asked if there was enough water for the residents to put in grass to cut down on the dust. Mayor Billings reported that an ordinance is being discussed to address lawn and water conservation.

Jane Deeds asked where the County stood on this. Mayor Billings reported that the County approached the City requesting this annexation, but there is no petition from the citizens.

Mayor Billings reported that the Council would have every department prepare information regarding the costs. Mr. Nelson asked if the Council wanted the staff to organize information on forcing the annexation. The City Council stated they do not want to force the annexation. They want the residents to have more information so they can decide if they want to petition for the annexation.

Kevin Thomas motioned to go into a closed session at 8:15 p.m. to discuss the purchase, exchange, or lease of real property. Seconded by Doug Heideman. Motion carried with Joseph Prete, David Hirschi, Dave Sanders, Doug Heideman, and Kevin Thomas voting aye.

Adjourned at 9:17 p.m.

1 Minutes of the Hurricane City Council meeting held on August 18, 2022, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah, at 4:00 p.m.

3 **Members Present:** Mayor Nanette Billings and **Council Members:** Joseph Prete, Dave Sanders,
4 and David Hirschi. Kevin Thomas arrived at 6:30 p.m.

5 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell,
6 Power Superintendent Scott Hughes, Planning Director Stephen Nelson, Street Superintendent
7 Weston Walker, City Engineer Arthur LeBaron, City Recorder Cindy Beteag, Water
8 Superintendent Ken Richins, Finance Manager Paige Chapman, Assistant Planner Fred Resch III,
9 and GIS Analysis Pam Blackmore.

10 **AGENDA**

11 **4:00 p.m. Work Meeting with Interstate Homes**

12 Chase Stratton explained that Interstate Homes is exploring ways to provide affordable housing
13 in Hurricane City. Interstate Rock is working with developers who have built low-income
14 housing in Washington City. They plan to develop ten acres near Walmart. Jan with CMG
15 explained that these developers can provide affordable housing using the Low-Income Housing
16 Tax Credit. (LIHTC) The rent for this type of housing is based on sixty percent of the area's
17 median income. These projects are heavily regulated and financed through Utah Housing. Mr.
18 Stratton reported that this type of project works best if the density is twenty-five units per acre,
19 which can only be achieved with buildings taller than thirty-five feet.

20 Stephen Nelson agrees that twenty-three to twenty-five units per acre is the only feasible way
21 for a project like this. The planned commercial code allows twenty units per acre and buildings
22 up to fifty-five feet tall in residential areas if specific criteria are met. There is an option for RM3
23 zoning with a density bonus. The City Council also has the right to approve a development that
24 doesn't meet the code subject to a development agreement if they follow the correct process.
25 Mr. Nelson feels this is a unique development. He recommends the development agreement
26 approach if the City Council feels it is appropriate. The General Plan map shows this area as
27 mixed-use and commercial. He thinks this is a good location for this project because high-
28 density housing should be close to commercial facilities, commercial corridors, and public
29 amenities.

30 Mayor Billings feels that many community members could benefit from the project. Most of the
31 density bonuses given up to this point have not resulted in affordable housing. Jan reported
32 that this type of project is funded through bonds and land use agreements. The land use
33 restriction in Utah requires these projects to remain affordable for fifty-five years. Mayor
34 Billings is concerned that residents will have difficulty with the stairs in a building of this height

1 and thinks elevators should be required. Mr. Stratton reported that this could be addressed in a
2 development agreement.

3 Councilman Prete asked who would own the building and what guarantees that this
4 development will not become dilapidated and run down. He is also concerned because high-
5 density housing usually increases crime. Jan explained that Interstate Rock and CGM partners
6 would own the building. Utah Housing Authority inspects these developments annually, and
7 there are strict standards regarding the conditions of the housing development. The property
8 management monitors the renters, and their other development have had low crime.

9 Mayor Billings asked what the rental turnover percentage is. Jan reported that tenants must re-
10 certify every year to qualify. There is an annual turnover rate of forty percent. These are
11 typically renters who have progressed financially. Councilman Hirschi is concerned about
12 increased density. Councilman Sanders feels that the price of land is so exorbitant that the only
13 way to provide affordable housing is to build up.

14 Mr. Nelson explained that there are two types of affordability needs in the City. Short-term
15 affordability applies to immediate housing needs. However, newer projects are expensive,
16 which prevents affordability. Older homes and older developments produce long-term
17 affordability. Hurricane City does not have a large inventory of existing affordable housing. This
18 project could meet the City's need for short-term and long-term housing affordability. Mr.
19 Stratton noted that many developments have promised to dedicate ten percent of their project
20 to affordable housing, but there is no proof that it was provided. This project is required to
21 provide affordable housing.

22 Councilman Prete appreciates Interstate Rock's initiative to provide affordable housing.
23 Councilman Heideman is concerned about the height of the building, the increased density, and
24 how this will affect surrounding property owners. He feels there are better options. Councilman
25 Hirschi appreciates Interstate Rock's desire to provide affordable housing. However, he is also
26 concerned about the height of the building and crime. Mr. Nelson reported that there is little
27 evidence to prove that this type of development increases crime. Studies show that good
28 property management helps lower the crime rate.

29 Councilman Prete has personally witnessed how increased density causes increased crime. He
30 does agree the City does not have enough affordable housing. Self-help homes, ADUs, and deed
31 restrictions have not meaningfully addressed the problem. The City Council agreed that even
32 though there are many concerns, this project could help address the lack of affordable housing
33 and should be discussed further.

34 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

1 Weston Walker reported that the heavy rains have caused drainage issues. Culverts were
2 repaired along 700 West, and the department is cleaning catch basins. The chip seal on 600
3 North was pushed back to September.

4 Scott Hughes reported that the Power Department has extended an offer to an employee. He
5 noted that several citizens attended the public meeting regarding the power line along 1150 W.
6 They are primarily concerned about losing property, decreasing property value, powerlines
7 going through their yards and health issues related to power lines. Mayor Billings feels this
8 alignment is optimal because no houses are in the way.

9 Paige Chapman explained that the grants on tonight's agenda must be submitted today.

10 Chief Excell reported that all applicants attended and passed officer training. Officer Torres
11 graduated from the K9 program and is now certified in patrol and narcotic detection. Bicycle
12 patrol apprehended a vehicle transporting narcotics. Chief Excell is applying to work with a
13 program through Homeland Security. This is an excellent opportunity to reduce drug activity in
14 Hurricane City. He has received many complaints about skunks. He explained that the Animal
15 Control Department focuses on domesticated animals. Urban Wildlife handles wildlife issues.
16 School is back in session, and the Crossing Guards are all trained. He will contact his staff to see
17 if there are concerns about the crossing on 870 West.

18 Ken Richins reported that the Water Department is focused on repairing leaks.

19 Mayor Billings asked staff to address the tumbleweeds on 700 West.

20 Arthur LeBaron introduced the new GIS Analysis Pam Blackmore. She brings a great skill set and
21 expertise. The Engineering Department is very busy with development reviews. Mr. LeBaron is
22 preparing the parade lineup for Peach Days. He looked at the slope behind UTV Rentals. The
23 business has made significant improvements to drainage. However, residents in Lava Bluff are
24 still concerned about the drainage, and the runoff is now affecting residents who were not
25 previously affected. He anticipates that the residents will expect the City to come up with a
26 solution. Mayor Billings advised staff to discuss this with the business owner to find out if they
27 are willing to help fix the problem.

28 Stephen Nelson reported that three short-term rental violations have been filed in small claims
29 court. The Building Department is still in the process of hiring a Hearing Officer. The Planning
30 Department hired two Building Inspectors. One Building Inspector is dual certified, and the
31 second Building Inspector has one residential certification and is committed to obtaining the
32 required certificates within four months. The request for a proposal for the downtown master
33 plan is ready to be submitted. He has received calls from reputable contractors and anticipates
34 good applicants. Councilman Thomas has agreed to be on the selection committee.

Dayton Hall reported that the annexation for the forty-acre area near Sky Ranch has been certified. The next step is a public hearing after the protest period. He explained the process for the citations and small claim lawsuits. Mr. Hall encouraged Council to stay focused on the business license revocation agenda item, not other short-term rental concerns.

Kaden DeMille reported that the Utah League of Cities and Towns conference is being held in Salt Lake City October 5th-7th.

Dave Houston reported that the noise abatement reporting process is now on the City website. Five complaints regarding helicopters and one complaint regarding an airplane have been addressed. The Airport Board voted to post the proposed airport lease template on the City website to get feedback before they vote.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer, Thought, and Pledge: Josh Wadsworth

Mayor Billings recognized Arthur LeBaron for his hard work and dedication.

Declaration of any conflicts of interest

Dave Sanders declared a business-related conflict of interest on New Business item 5.

Joseph Prete declared a conflict of interest on New Business item 11 because his law firm is involved in a pending litigation in this area.

Approval of Minutes: July 21, 2022

Doug Heideman motioned to approve the minutes of the Regular City Council meeting on July 21, 2022. David Hirschi seconded. Dave Sanders, Doug Heideman, and David Hirschi, voting aye. Joseph Prete abstained. Motion carried.

Public Forum – Comments From Public

OLD BUSINESS

1. Consideration and possible approval of **Ordinance 2022-36 amending Title 10, Chapter 3, Chapter 13, Chapter 33, and Chapter 34 and Title 4 Chapter 2- with regards to site plan design, open space and amenities, outdoor lighting, and parking in new developments.** Hurricane City Planning Applicant.

Stephen Nelson and Dayton Hall have made minor changes to the presented draft. Mr. Nelson reviewed the use table defining the percentage of allowed on-street parking. Councilman Thomas still wants to increase the kelvin level requirements.

Kevin Thomas motioned to approve Ordinance 2022-36 amending Title 10, Chapter 3, Chapter 13, Chapter 33, and Chapter 34 and Title 4 Chapter 2- with regards to site plan design, open space and amenities, outdoor lighting, and parking in new developments subject to increasing the maximum kelvins for outdoor lights from 3,000 to 4,000. Seconded by Dave Sanders. Kevin Thomas, Dave Sanders, Doug Heideman, voting aye. David Hirschi and Joseph Prete, nay. Motion carried

Councilman Hirschi does not prefer additional ordinances, and Councilman Prete has reservations regarding the language.

2. Consideration and possible approval of a road access control gate that complies with IFCD103.5

Mayor Billings reported that the City Council directed staff to research regulations regarding closing the road. Councilman Prete noted that temporary closure was the consensus of the City Council. Dayton Hall reported that temporary closure can take place by ordinance after a public hearing is held and the Utah Department of Transportation is notified. Per state code, the City Council must find that temporary closure is necessary to protect private or public land. This closure can be in place indefinitely if the City Council chooses. Councilman Prete would like to revisit the road closure when further development comes in. He wants the ordinance to state that this closure does not modify the street plan. Councilman Heideman and Councilman Hirschi asked if the City would split the cost of the gate. Kaden DeMille reported that this is not in the budget but can be accomplished.

Dale Grange appreciates the gate but is disappointed because it can't be permanent. He is continually asking people to leave his yard, which is uncomfortable, and he is experiencing harm to his property. Half of the people in attendance tonight support a more permanent solution.

Brady Tapp appreciates the City Council's dedication to this matter. He explained that the closure will help to alleviate vehicle and pedestrian traffic. This road is not wide enough for two cars to pass and was not built to City standards, this closure will also address that problem. The residents in this area prefer the gate to remain when more commercial business comes in.

3. Discussion and possible approval of theater productions for 2023 - Tiffani Wright

Mayor Billings noted that the City Council has provided staff with a list of recommendations.

Kevin Thomas motioned to table approval of theater productions for 2023. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

NEW BUSINESS

1. Consideration and possible approval of **local consent for a single event liquor license for UTV Takeover** - Dan Staheli

Dan Staheli reported that this is similar to the Trail Hero permit. This event is more of an off-road setting, but the setup is the same.

Joseph Prete motioned to approve local consent for a single event liquor license for UTV Takeover. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

2. Consideration and possible approval of **revoking a residential hosting license** - Cindy Beteag

Brian Hawkins would like the City Council to address Councilman Thomas's comments. He received a cease and desist letter, but he is not breaking any rules, and he wants this to be addressed with specific answers, not opinions.

Dean Cox does not have a stake in this. Mr. Cox cited the ADU ordinance and read the kitchen definition. In his opinion, these are not ADUs.

Dayton Hall explained the revocation and special hearing process. Mr. Hall read 10-41-4 Section D – Only one accessory dwelling unit or casita shall be established on one residential property. The property owner can request a second ADU if a lot is larger than .8 acres. He cited different chapters pertaining to residential hosting and accessory units. Stephen Nelson reported that an ADU is a separate unit with a kitchen, and a casita is a separate unit without kitchen facilities. Mayor Billings asked if the applicants are given this code when applying for their business license. Mr. Nelson explained that the Building Department is working to educate applicants properly. He noted that problems occur when a property owner rents a second bedroom suite after completing the home.

Cindy Beteag explained that in 2019, the previous owner obtained a license to rent one bedroom in the home. In 2020 the owner applied to change that license to allow him to rent two rooms in the home. The building department was unaware that the owner had built a structure on the property without a building permit, which he converted into two rooms. Mr. Staheli purchased the property and received a license for a two room residential hosting

1 license. When he applied to renew his license this year, he asked for three rooms instead of
2 two. Staff still thought the rooms were inside the home. Because the issue of multiple ADU's
3 being used for short term rentals has come up more frequently, staff has asked the Fire
4 Department to list what type of unit is being inspected. This is how they learned about the
5 additional structure on the property. Mr. Nelson provided pictures of the additional unit. The
6 unit is attached to the primary home through a breezeway.

7 Mike Staheli was able to invest in this property because of the rental income. When he asked
8 the City if he could get a license for a two room residential hosting license, he was told yes. This
9 is his primary residence, and he cannot afford the mortgage without the rental income.
10 Councilman Prete asked if any discussions took place regarding the additional structure or if it
11 was listed in the seller's disclosure. The applicant admits that it was not specifically discussed,
12 but he feels he did his due diligence. Councilman Prete thinks this is more of a dispute between
13 the applicant and the previous owner.

14 Mayor Billings explained that staff's initial inspection confirmed that the room was within the
15 home. Staff was unaware of the additional structure because no building permit was issued.
16 Mr. Staheli understands how this situation came about. However, it seems like they are being
17 punished for something they didn't do.

18 Councilman Prete's perspective is that the previous owner built an illegal unit without the
19 proper permit, and the home was sold without proper disclosure. He sympathizes with the new
20 buyer but is concerned that allowing this will encourage people to build additions without
21 permits.

22 Councilman Hirschi sympathizes with the applicant's situation and does not want to penalize
23 Mr. Staheli because of miscommunication. He feels that the definition is unclear and asked if
24 there is a way to accommodate the applicant.

25 Mayor Billings also understands the applicant's position. However, this does not meet the
26 ordinance. Either the City Council revokes the license or changes the ordinance. Councilman
27 Thomas also sympathizes with the owner. But there are more issues like this in the City. If
28 Council allows this, they must allow them all. Mr. Hawkins asked Mayor Billings to read the
29 information he provided. Mayor Billings read title 10, chapter 51 of the residential hosting
30 ordinance. Mr. Hall explained that there are two separate ordinances. One pertains to renting
31 up to four bedrooms in one home, and the other ordinance refers to ADU.

32 Joseph Prete motioned to revoke the residential hosting license with a grace period of sixty
33 days to allow the homeowner to honor his reservations. The homeowner can reapply for a new
34 license and make accommodations to bring it into compliance. The owner must obtain
35 legitimate building permits. Seconded by Doug Heideman. Dave Sanders, Doug Heideman,
36 David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

6. Consideration and possible approval of **Resolution 2022-40 approving WaterSMART: Irrigation Metering Grant Funding** - Ken Richins

Ken Richins explained that the City was awarded a \$ 1,967,000 grant and a loan for \$703,000 from the Board of Water Resources on August 3rd. The department is applying for a \$500,000 grant from WaterSMART. If awarded, the grant money will go towards the loan balance.

Kevin Thomas motioned to approve Resolution 2022-40. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete voting aye. Motion carried unanimously

7. Consideration and possible approval of **Resolution 2022-41 approving a WaterSMART grant to finish installing the AMI Metering System** - Ken Richins

Ken Richins explained that the total amount of this project is \$1,064,905. The City has eight thousand automated meters but needs an additional thirty-five hundred meters. This grant application is for \$500,000 to assist in paying for the remaining meters.

Doug Heideman motioned to approve Resolution 2022-41. Seconded by David Hirschi. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

3. **Public Hearing** to take comments on the following:

- a. An Agriculture Protection Overlay located approximately 1100 S 700 West parcels H-3-2-3-2416, H-3-2-3-2417, and H-3-2-3-2418

Dave Sanders motioned to go into a public hearing. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

No comments.

David Hirschi motioned to go out of public hearing. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

4. Ordinance 2022-44: Consideration and possible approval of an **Agriculture Protection Area for Ruth and Annie Reeve**, located at approximately 1100 S 700 W. Ruth and Annie Reeve Applicant.

1 Stephen Nelson reported that the Planning Commission and the Dixie Conservation Committee
2 unanimously recommended approval, with the condition that the future 700 west expansion
3 and public utility be excluded from the protection zone.

4 Kevin Thomas motioned to approve Agriculture Protection Area for Ruth and Annie Reeve,
5 located at approximately 1100 S 700 W. with the condition that the dedication of the road be
6 excluded from the protection zone. Seconded by David Hirschi. Dave Sanders, Doug Heideman,
7 David Hirschi, and Joseph Prete, voting aye. Motion carried unanimously.

8 b. Ordinance 2022-45: Consideration and possible approval of a **Zone Change Amendment**
9 **request located at 650 S and 850 W from RA-0.5, residential agriculture one unit per**
10 **half acre, to R1-15, residential one unit per 15,000 square feet.** Pete Dratter Applicant.
11 Chase Stratton Agent

12 Josh Wadsworth lives in the Hardcastle Estate subdivision. They are all in opposition to this
13 zone change. This was discussed a year ago, and everyone felt that half-acre lots were a good
14 compromise. Mr. Wadsworth feels that if this is approved it will create a lack of consistency in
15 the neighborhood.

16 Brandon Terry lives in Hardcastle Estates. He agrees with Josh's comments. He asked the City
17 Council to deny this last year, and his opinion has not changed.

18 Garth Packard is surrounded by this property. Mr. Packard does not begrudge the applicant for
19 wanting additional lots and additional money. However, this area cannot support more
20 development.

21 Derek Capps lives north of the proposed development. This community is primarily half-acre
22 lots. The Campbell family did get approval for smaller lots, but he hopes that doesn't happen
23 here. The intersection on 700 West is dangerous, and the infrastructure on 650 South cannot
24 support more development.

25 Chase Stratton explained that there was a lot of opposition toward this zone change application
26 last year. However, other zone changes were approved in this area, which prompted the
27 applicant to reapply for their original request. The applicant is asking for ten units on .45 acre
28 lots.

29 Councilman Thomas commented he made the motion for the Campbells subdivision change. He
30 feels that the Campbell's situation was different because they owned the property and wanted
31 to allow their kids to be able to build there. It was not his intent to set a precedent. These
32 properties are entirely different and far enough apart that they should not be treated the same.
33 He believes if this is granted, the applicant will request third acres lots for their other parcels.
34 Mr. Stratton stated that the applicant is willing to enter into a development agreement limiting

1 the lot size to .45 acres or greater. Mr. Stratton explained that these lots will have square
2 footage similar to the Winders property after roadway dedications. Councilman Thomas is
3 sympathetic to property owners who have to give property for the roadway. He tries to
4 accommodate them. However, he does not feel that this is the same situation. Dayton Hall
5 explained that the Planning Commission considered the four zone change criteria in making its
6 recommendation to deny the requested zone change. The Planning Commission's findings were
7 that the requested zone was not harmonious with the existing development and would
8 negatively impact the surrounding property users. He advised the City Council to focus on the
9 four criteria for a zone change.

10 Mr. Stratton reported that no subdivisions in this area were consistent with the surrounding
11 fields when they were built. Mayor Billings noted that most of the homes in this area are on lots
12 bigger than a half-acre. Mr. Stratton reported that the applicant would entertain a
13 development agreement stating they will adhere to the agriculture aspect of RA .5. Mayor
14 Billings explained that agriculture must be a half-acre. Councilman Prete thinks it's possible to
15 blend the concepts with a development agreement, but he thinks they are used too much.
16 Councilman Heideman noted that the citizens who spoke tonight advocated for their property
17 rights. There are already too many townhomes approved in the City, and single-family housing
18 is necessary to maintain balance.

19 Councilman Prete would like to focus on zone change criteria points. This is consistent with the
20 General Plan map for single families, and the infrastructure is adequate. However, he doesn't
21 think it is harmonious with the surrounding area because it is surrounded by one-acre and half-
22 acre lots, and this will negatively affect the adjacent properties. Stephen Nelson explained that
23 this was previously denied because it was not harmonious with the surrounding uses not
24 because of the lot size. Councilman Prete asked to review the zoning map and confirmed that
25 most of the area is half an acre. The Council reviewed the zoning map. Mr. Stratton asked for a
26 development agreement allowing ten units with RA .5 zoning. Mr. Nelson reported that this is
27 possible but requires a public hearing and recommendation from Planning Commission.

28 Kevin Thomas motioned to deny the Zone Change Amendment request located at 650 S and
29 850 W from RA-0.5, residential agriculture one unit per half acre, to R1-15, residential one unit
30 per 15,000 square feet based on it is not harmonious with the surrounding properties, it will
31 negatively affect surrounding property owners, and it will set a precedent to change other
32 parcels to the third acre. Seconded by David Hirschi. Doug Heideman, David Hirschi, and Joseph
33 Prete, voting aye. Dave Sanders abstained. Motion carried.

34 **8. Discussion regarding updates to the Franchise ordinance - Dayton Hall**
35

36 Dayton Hall recapped the previous discussions regarding the Franchise ordinance. The key issue
37 was limiting the number of franchisees for certain utilities and the number of conduits on the
38 road. Mr. Hall could not find any city that caps how many are allowed, and he has concerns

about being the first City to cap the number. He does want to update the franchise agreement to allow the City Council discretion to deny future agreements if necessary. Kaden DeMille would like a way to evaluate the financial strength of potential service providers. Councilman Prete wants to ensure that fiber connectivity is brought into older neighborhoods.

Dayton Hall will come back with a draft ordinance for the second meeting in September.

9. Consideration and possible approval on a **preliminary plat for Black Ridge Phase 1A-1C, a residential subdivision consisting of 84 single-family units and 20 townhomes, located at 1760 W and Weeping Rock Road in the Black Ridge development.** Austin Overman Applicant. Rob Reid-Rosenberg Engineering Agent

Austin Overman explained that the allowable density for this project is two hundred and five units, and he is requesting half the allowable density. He reported that his engineer was able to redesign the northern retention basin to hold everything.

Stephen Nelson explained that the applicant is requesting a density transfer to move twenty townhomes to the park area. The development agreement states they can do density transfers. However, the development agreement does not allow moving density onto open space. The Planning Commission felt this was a reasonable interpretation of the development agreement if there is a park space within the first phase. The commission also required a final site plan that matches the amenities.

Joseph Prete motioned to approve the preliminary plat for Black Ridge Phase 1A-1C, a residential subdivision consisting of 84 single family units and 20 townhomes, located at 1760 W and Weeping Rock Road in the Black Ridge development subject to Staff and JUC comments. Seconded by Kevin Thomas. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

10. Consideration and possible approval of a **General Plan Amendment to adopt a Moderate-Income Housing Plan**

Stephen Nelson reported that Utah State requires a moderate-income housing plan. The Vision is to provide housing options for everyone and minimize the housing gap. Mayor Billings reported that this has to be adopted and submitted by October 1st. Mr. Nelson explained that no comments were made during the public hearing, but some comments were received during the open house. Most of the people that responded to the survey live in single-family homes. Mr. Nelson read the drafted plan. He asked the City Council to review the plan and make recommendations.

Joseph Prete motioned to continue consideration and possible approval of a General Plan Amendment to adopt a Moderate-Income Housing Plan. Seconded by Kevin Thomas. Dave

Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

11. Ordinance 2022-46: Consideration and possible approval of a Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre. Located on the north portion of parcel number H-4-2-1-1112-GS1. Western Mortgage and Realty Co-Applicant. Thomas Hunt Agent.

Stephen Nelson explained the City approved a new zoning map after the Elim Valley project development agreement was dissolved. When the PID was approved, the roadways were not in alignment. A zone change was approved to the south to align the boundaries. However, this zone change will be more significant because it will allow additional units on three acres. The Planning Commission gave a positive recommendation because they felt that the alignment of the roadway and the location for multifamily is compatible because of the commercial and resort development surrounding it. Thomas Hunt does not see this as a rezone but as a reconfiguration of the final roadway layout. Mayor Billings asked if rezoning to RM-2 would be a better option and why the detention basin is being rezoned. Mr. Nelson explained that if the detention basin isn't rezoned, it will reduce the number of units allowed, and usually, a subdivision doesn't have multiple zones. Councilman Thomas asked what changes if this is approved. Mr. Hunt explained that block lengths and the road connection to the south will change. Dayton Hall explained the Planning Commission gave a positive recommendation and advised that any decisions made should be rooted to the four-zone change criteria. Councilman Thomas does not want to see the increased density but agrees that the boundaries need to align.

Kevin Thomas motioned to approve the Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre. Located on the north portion of parcel number H-4-2-1-1112-GS1. Seconded by Dave Sanders. Dave Sanders and Kevin Thomas voted aye. David Hirschi and Doug Heideman voted nay. Joseph Prete abstained. Mayor Billings broke the tie vote with a nay. Motion failed.

Mayor Billings suggested a development agreement limiting the units to three hundred and fifty. Stephen Nelson reported that this is possible, but the item would need to be continued and staff would like direction from the Council on what they want in the agreement. Mr. Hall reported that a motion to deny needs to be accompanied by reasons for the denial.

Kevin Thomas motioned to continue consideration and possible approval of a Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units

per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre. Located on the north portion of parcel number H-4-2-1-1112-GS1. with direction to staff to formulate a development agreement stating that density will not exceed approximately three hundred and fifty units. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Kevin Thomas, and Dave Sanders, voting aye. Joseph Prete abstained. Motion carried.

12. Ordinance 2022-47: Consideration and possible approval of a Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report. Hurricane City Applicant

Dayton Hall reviewed the ordinance that was adopted in 2015. This change will require everyone applying for a building permit to sign the waiver and obtain a geotechnical report. The waiver is then recorded against the property. This protects the City from liability and protects the homeowners. Mr. Hall will add language to the draft limiting it to new construction for residential and commercial. Arthur LeBaron asked if this is required for block walls or outbuildings. Mr. Hall feels that is a good point, and he is not opposed to adding that to the ordinance. The City Council members would like to review this amendment further.

Kevin Thomas motioned to continue consideration and possible approval of a Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report for the next meeting. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete voting aye. Motion carried unanimously

13. Consideration and possible approval of a preliminary plat for Sand Hollow Townhomes, a townhome development consisting of approximately 60 townhome units, located at approximately 1200 S Sand Hollow Road. Bob Hermanson Applicant. Bush & Gudgeon Agent.

Stephen Nelson reported that construction drawings are signed, and the plat was already approved. However, the preliminary plat expired before the final plat was approved.

Dave Sanders motioned to approve the preliminary plat for Sand Hollow Townhomes, a townhome development consisting of approximately 60 townhome units, located at approximately 1200 S Sand Hollow Road. Seconded by Kevin Thomas. Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete voting aye. Motion carried unanimously

14. Consideration and possible approval of a preliminary plat for Quail Creek Industrial Park Phase 5-8, a 76 lot industrial subdivision located at Regional Park Road and 1000 S. Dennett Construction Applicant. Civil Science-Brandee Walker Agent.

Stephen Nelson explained that the primary reason the roadway has changed on the preliminary plat is that the neighboring property owner adamantly opposes to the roadway. The applicant redesigned the project to move the road and added thirteen additional lots. Staff and the majority of the Planning Commission have recommended that a right of way be provided through lots 603 and 604, but the street improvements will not be required. The applicant will have to work with the Power Department to ensure the transmission line can continue to go through the property and work with City Staff for the alignment of Purgatory Road. Doug Dennett explained that the neighboring property owners sold land to PacifiCorp. PacifiCorp does not intend to develop the property. They do not want a road along the property, and they do not want to annex the property. Mr. Dennett does not feel he should have to provide connections to a property that will not be developed. Mr. Nelson explained that the City requires connectivity regardless of who owns the neighboring property. Staff is requiring less than what is required within the ordinance. Dayton Hall cited the relevant ordinance and stated that this decision needs to be based on the ordinance. The Planning Commission recommended connectivity, and this is a good compromise. Councilman Thomas thinks the ordinance is very clear and believes this is a good compromise.

Kevin Thomas motioned to approve the preliminary plat for Quail Creek Industrial Park Phase 5-8, a 76 lot industrial subdivision located at Regional Park Road and 1000 S subject to staff and JUC comments and the roadway dedication between lots 604 and 603. Councilman Thomas noted that roadway improvements will not be required. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, Kevin Thomas, and Joseph Prete, voting aye. David Hirschi voting nay. Motion carried.

15. Consideration and possible approval of multiple contracts with PacifiCorp to sell and purchase power - Scott Hughes

Scott Hughes explained that Hurricane City Power and Rocky Mountain Power sell power to each other in several locations within Hurricane City. One of these locations is a metering point near the Anticline Substation, and there is another location on the north side of Cliff Dwellers. One contract pertains to billing Rocky Mountain Power for energy delivered from Hurricane City Power. The second contract pertains to Rocky Mountain Power billing Hurricane City Power for energy delivered from Rocky Mountain Power. The rate per kilowatt hour is the same for each party. Dayton Hall has reviewed and approved the contracts.

Kevin Thomas motioned to approve multiple contracts with PacifiCorp to sell and purchase power. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Joseph Prete, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

Mayor and Council reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historical Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Vacant	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

- 1 **Closed Meeting** held pursuant to Utah Code section 52-4-205, upon request.
- 2 Kevin Thomas motioned to go into a closed session to discuss pending litigation. Seconded by
- 3 Joseph Prete. Doug Heideman, David Hirschi, Joseph Prete, Dave Sanders, and Kevin Thomas,
- 4 voting aye. Motion carried unanimously.
- 5 **Adjournment:** 11:48 p.m.

A RESOLUTION BY THE HURRICANE CITY COUNCIL
ADOPTING AN UPDATE TO THE MODERATE INCOME HOUSING PLAN AND AN
ADDITION TO THE GENERAL PLAN

WHEREAS Hurricane City desires to protect the health, safety, and welfare of its citizens;
and

WHEREAS the state gives Cities authority to control land uses within their borders; and

WHEREAS Hurricane City has a desire to allow for housing options for all of its residents;
and

WHEREAS Hurricane City has an obligation to help plan for and provide tools for the
development of moderate income housing; and

WHEREAS Utah recently approved House Bill 462 requiring City's to update their
moderate income housing plans according to standards within the state law, and that that plan be
updated before October 1, 2022.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HURRICANE, UTAH that
the attached moderate income housing plan be adopted by as part of Hurricane City's General Plan.

PASSED AND APPROVED this _____ day of _____, 2022

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at
the Hurricane City Office Building on the 15th day of September 2022. 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
Joseph Prete	_____	_____	_____	_____
Dave Sanders	_____	_____	_____	_____

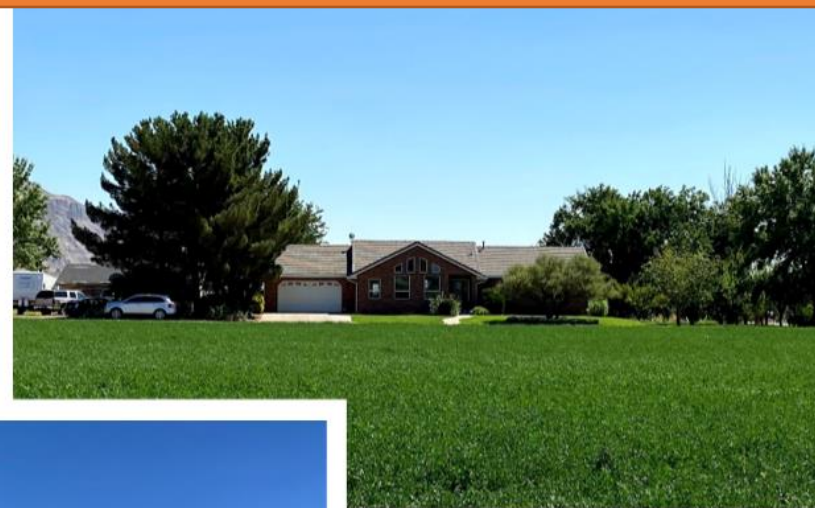
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag



Moderate Income Housing Plan

Hurricane City September 2022



Acknowledge

Hurricane City wants to acknowledge the following for their help and contribution to the creation of this plan.

Mayor

Nanette Billings

City Council

Dave Sanders

Joseph Prete

David Hirschi

Kevin Thomas

Doug Heideman

Planning Commission

Paul Farthing

Shelley Goodfellow

Mark Sampson-Chair

Brad Winder

Rebecca Broneman

Michelle Cloud

Ralph Ballard

Kelby Iverson

Steering Committee

Kevin Thomas

Michelle Cloud

Penny James-Garcia

Matt Loo

Rosie Sevier

Brent Moser

Karl Rasmussen

Kayo Skandunas

City Council

Planning Commission

Local Resident

American Land Consulting

Neighborhood Works/ Hurricane Chamber of Commerce

Resident and Local Developer

Resident and Pro Value Engineering

Habitat for Humanity

Hurricane City Staff

Kaden DeMille

Stephen Nelson, AICP

Fred Resch

Brienna Spencer

City Manager

Planning Director

Asst. Planner

Planning Technician



PLANNING & ZONING
HURRICANE CITY
UTAH

Introduction and Vision

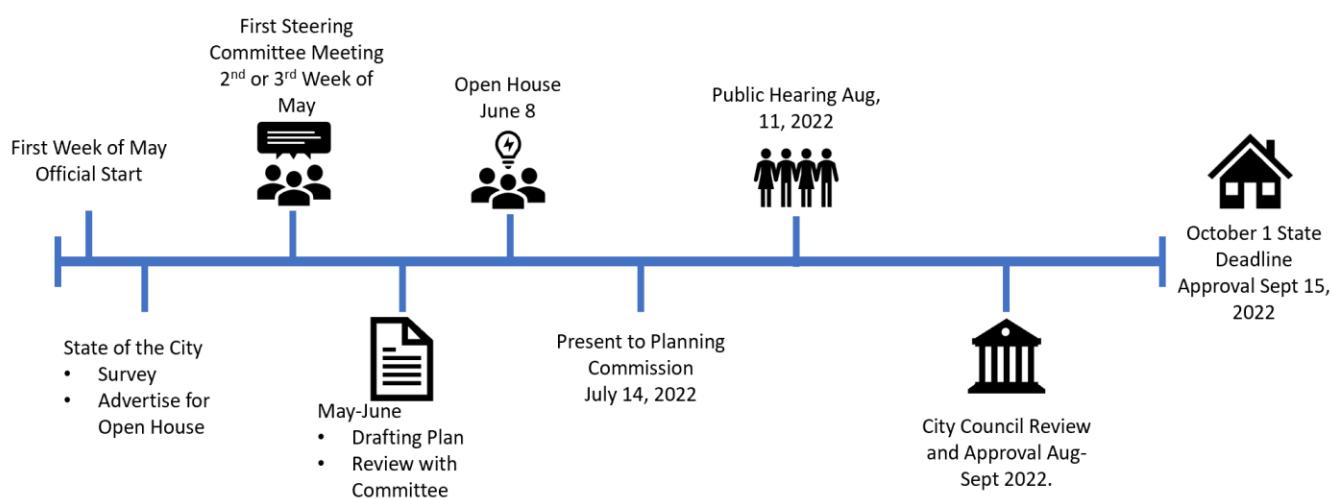
Hurricane City is a rural but growing community located in Washington County, Utah. The City is uniquely placed near Zion National Park, Red Rock Reserve, has two state park reservoirs within its boundary (Sand Hollow State Park and Quail Creek State Park), sand dunes to the south, and world famous mountain biking and hiking. The population at the time of writing this document is around 22,680, and the average growth rate has been around 7% each year for the last five years. About 60%-70% of the property within Hurricane is still available for development. Hurricane City anticipates that growth will continue over the next several decades.

The high housing demand has created housing shortages within the City over the last several years, with a near-record low number of units available on the market at any given time. Home and rental prices have continued to rise over the past several years, pricing people out of the market. Hurricane City has taken steps in the last few years to increase housing options within the City by approving developments that contain a wider variety of housing types, allowing accessory dwelling units in all single-family zone, economic expansion within the City, and partnership with developers and non-profits to building more affordable units.

This plan's goal is to build upon existing strategies and create further policies to help guide the City to allow housing options for everyone to find adequate and affordable housing within the City.

Process of Creating the Plan

Timeline for Moderate Income Housing Plan



Hurricane City has endeavored to create an open process to create this plan while receiving input from the public. The City relied on citizens and stakeholders by creating a steering committee of business owners, developers, and residents; holding public surveys and an open house; the plan was reviewed and edited by the Planning Commission; and final approval by the City Council.

Hurricane City's General Plan

In March of 2021, Hurricane City adopted a new General Plan. Chapter 4 within that plan focused on Housing and Transportation. The General Plan has the following housing vision:

OUR HOUSING VISION

In 2030, Hurricane is a city that addresses their diverse housing needs with a wide range of housing options. A balance of stable single-family neighborhoods filled with full-time residents, retirement communities, affordable, well-designed multi-family developments, and residential agriculture provides options for families and individuals at all stages of life and allows residents to age-in-place.

THIS MEANS:

- » *Allowing a mix of housing options such as accessory dwelling units to meet housing affordability needs*
- » *Providing high-quality senior housing options and smaller lots with less maintenance to allow residents to age-in-place*
- » *Preserving and investing in already established neighborhoods*
- » *Creating design standards for high-density housing*
- » *Managing short-term/vacation rentals to mitigate the potential impact on the surrounding neighborhoods*

(General Plan, 2021, p. 39)

The General Plan lists strategies and policies to help achieve this vision. These strategies and policies will be referenced but not listed within this document. This plan will not seek to rewrite these sections of the General Plan but build upon them into detailed plans to achieve the vision within it.

State Law Requirements

Utah State Legislature updated requirements for qualifying cities for moderate income housing plans in the spring of 2022 with House Bill 462 and requires each municipality to comply with the new standard by October 1, 2022. These new requirements make the 2019 Moderate Income Housing Plan obsolete and in a need of an update. The law requires Hurricane City to adopt three strategies from a menu of options within state law. This plan meets the new requirements within state law by adopting seven of the menu options and incorporating strategies and an implementation plan to achieve those strategies.

Other Factors

While the City cannot control the housing market, it can take steps to help ensure housing options continue to be available for all residents of all income ranges and ages. These include locating appropriate land use designations for multi-family housing, manufactured home communities, and townhome developments. Ensuring these land use designations are located in areas convenient to shopping, transportation, and jobs will help families keep transportation costs lower. The City considered these factors as it updated the 2020 General Plan, which is reflected in this Plan.

Outline

This plan shall address the following items.

- ❖ Assessment of the current housing in Hurricane City
- ❖ Review of Public Input
- ❖ Current Policies
- ❖ Strategies and Policy
- ❖ Implementation
- ❖ Conclusion

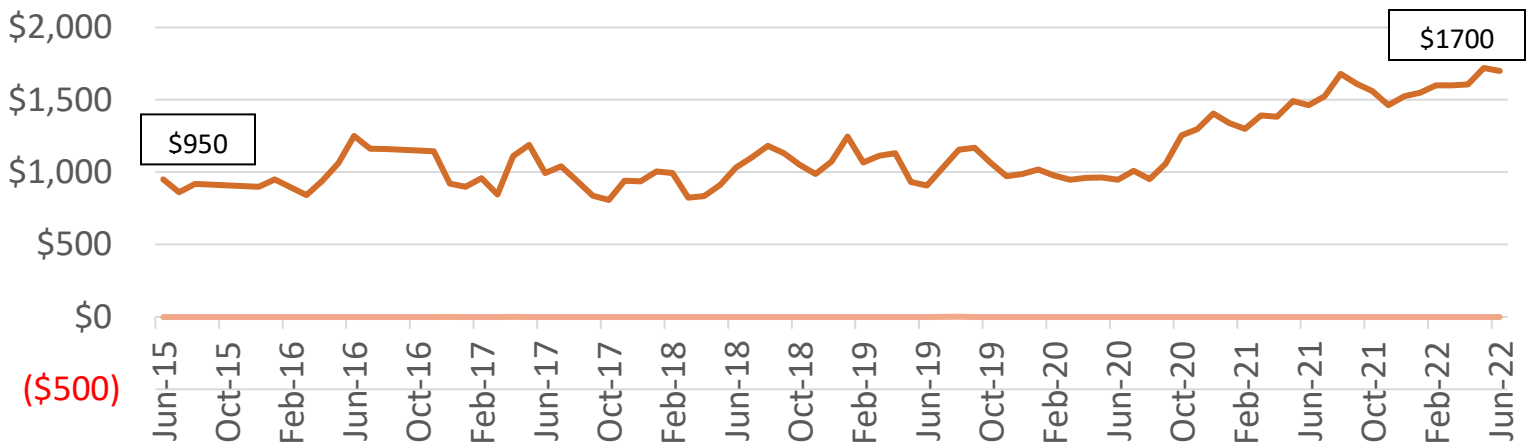
Assessment

One of the first steps to creating a housing plan is to assess the current housing market within the City. This section will review home and rental prices, existing affordable housing stock, growth within Hurricane, short term rentals, and anticipated housing needs.

Home and Rental Prices

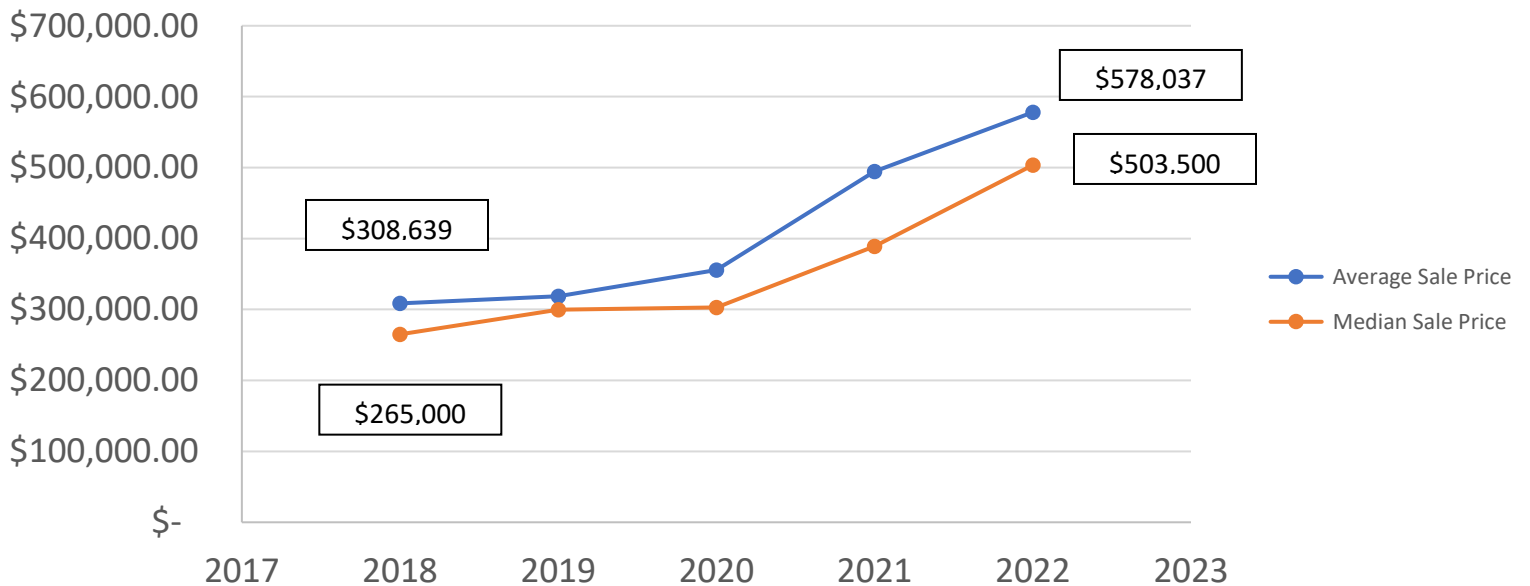
Hurricane City has seen a dramatic increase in housing costs over the last several years. Home prices have risen across the board for every type of housing option. The two following graphs show the rise in rental rates for two bedroom apartments in Washington County, and the home prices within Hurricane City. As the data shows, the average monthly rental rate in 2015 was \$950, while today the average rental rate is around \$1,700. The Home Prices in Hurricane graph represents the actual average and median home sale prices from January 2018-January 2022. The graph shows that home prices have risen 87% since 2018. These dramatic increases have outpaced the rise of income over the same period.

Two Bedroom Rental Rate 2015-2022



Source: <https://www.zumper.com/rent-research/washington-ut>

Home Prices in Hurricane



*Date represents actual home sales within Hurricane City provided by KellerWilliams Realty.

Existing Housing Stock and Developments

Hurricane City has been working on increasing the housing type within the City. The following table shows the estimated numbers for the different housing stock within the City. 2018 serves as the base year with census data, the remaining has been provided by building permits issued by the City.

Year	Homes	Percentage	Twin Homes	Percentage2	Apartments	Percentage3	Manufactured Home	Percentage4	Total
2022	5611	75%	908	12%	318	4%	634	8%	7471
2021	5541	76%	855	12%	303	4%	634	9%	7333
2020	5049	75%	723	11%	288	4%	634	9%	6694
2019	4637	76%	563	9%	288	5%	634	10%	6122
2018	4324	75%	519	9%	288	5%	634	11%	5765

Hurricane City has several existing affordable Projects within Hurricane. Some of these are through federal programs, and some include historic housing developments within the City.

Project Name	Location	Number of Units	Low-Income Units	Zoning
Hurricane Apts	165 N 200 W	24	24	RM-2
Knollwood Townhomes	6220 W 140 N	28	28	RM-2
Hurricane Hills I	2002 W 200 S	50	50	RM-2 PDO
Renee Ann	6325 W 25 N	23	23	RM-2
Hurricane Hills II	2002 W 200 S	28	28	RM-2 PDO
Crown at Stoney Point	580 N 230 W	8	8	R1-6
Stone Ridge Townhomes	380 and 384 S 6250 W	40	40	RM-3 PDO
Stone Ridge Townhomes II	368 & 380 S 6200 W	68	68	RM-3 PDO

(This table shows the number of units that have been approved and built as Low Income Housing Tax Credit (LIHTC) Developments)

The City has also approved a new FHA Condo Home Project containing 200 Units located on Old Hwy 91 and Foothills Canon Dr. The City has recently had several homes built by Self Help Homes. This nonprofit housing organization allows future owners within a development to help build their and their neighbor's



homes to lower the price of the home's construction. In addition, housing stock in the historic downtown area has remained some of the most affordable units within the City.

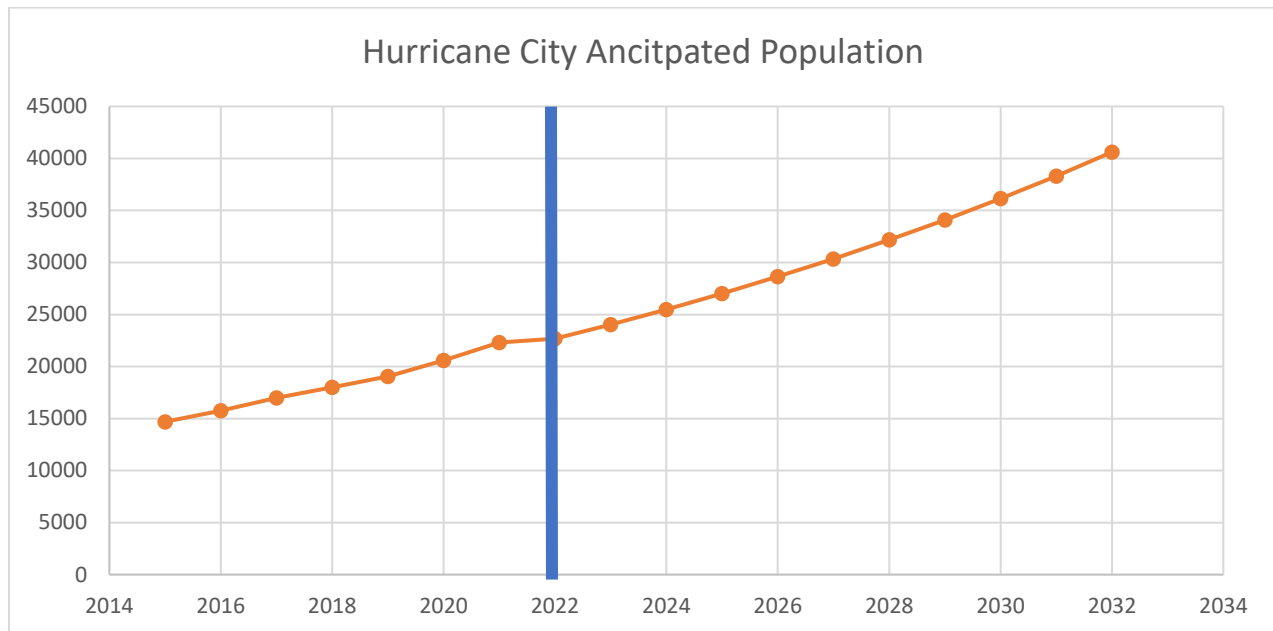
The City has also taken steps over the last few years to increase the housing diversity within the City. Some of these steps have included approving apartment complexes, mixed use and master plan developments with multiple housing options, and expanding multi-family developments. This can most

clearly be seen in the following table showing the building permits' type and number. The City has also continued to allow for both attached and detached ADUs, helping both property owners and potential renters.

Number of Building Permits Issued

Year	Homes	Twin Homes	Condo's	Commercial	Total
2022 (Jan-Aug)	201	131	15	37	384
2021	492	132	15	40	679
2020	412	160		35	607
2019	313	44		25	382
2018	313	37		15	365
2017	349	25	51	10	435
2016	364	2			366
2015	296	6	18	1	321

Growth within Hurricane City



(This table represents a population estimate of Hurricane City based on the number of building permits issued each year with an average of 2.7 people for each household and closely correlates with census estimates)

Hurricane City has experienced a high growth rate over the last few years, with a record number of building permits issued. The number of building permits in 2020 and 2021 has dramatically risen. The City has also seen a rise in different housing types with an increase in townhomes and the completion of the first large apartment complex in 2021 and a second large complex that began construction in 2021. The current housing demand has put pressure on the housing market and is one factor in the rise of housing costs.

Short Term Rentals

Number of Licenses June 2022	
Short Term Business Licenses	400
Total	
Breakdown	
Residential Hosting	108
Commercial	10
Resorts	214
Number in Single Family	66 (2 pending)
Applicants on Waiting List	76

Hurricane City allows for property to be rented out as vacation or short term rentals in three ways:

- As part of a resort development or in commercial areas
- In Single Family Neighborhoods: limit to three licenses for every 1000 residents
- Residential Hosting: A homeowner can rent out a section of their home or ADU for guests.

The table shows the number of issued licenses for each type of allowed short term rental unit and the number of homes currently on the waiting list for single family licenses.

The City has approved 5,214 resort units, most of which have not been built. In 2021 and 2022, the City took proactive steps to limit the further expansion of resort units.

- The City updated its Recreation Resort Zoning to provide enhanced guidelines for future zone change requests and updated the standards of the ordinance to mitigate impacts from resort developments.
- The City updated its code enforcement policy from a criminal citation to an administrative citation to allow for better enforcement for short term rentals operating in violation of the Hurricane City code.

The table below shows the vacancy rate for housing units within Hurricane City. As the table shows, the number of for rent and for sale vacancies have remained the same or even have gone down, which is anticipated in a competitive market. However, seasonal, recreational, or occasional use numbers have continued to rise within the City.

Occupancy Type

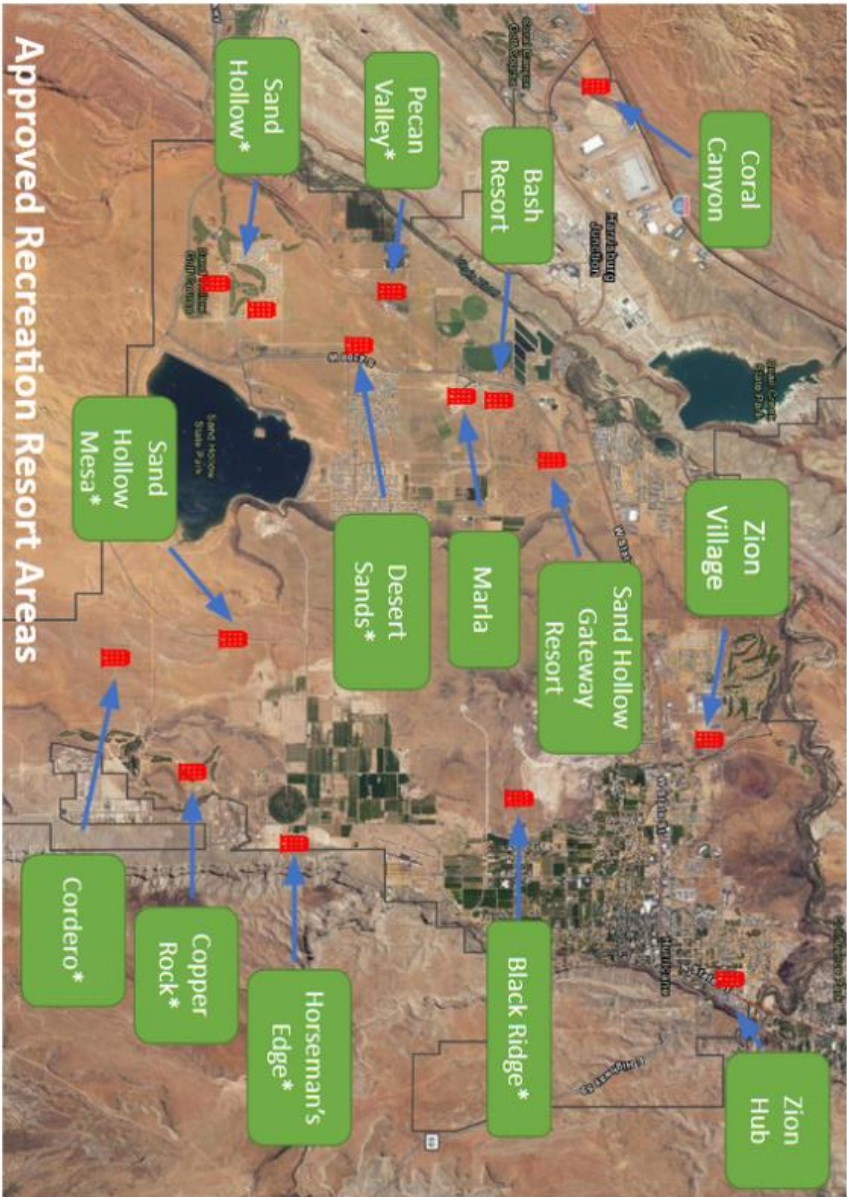
	2010	2015	2020
Total Housing Units (occupied + vacant)	5129	5711	7131
Total Occupied	4538	4766	6142
Owner-occupied	3573	3193	4442
Renter-occupied	965	1573	1700
Total Vacant	591	945	989
For rent	50	49	46
For sale	84	36	24
Rented or sold, awaiting occupancy	0	164	0
For seasonal, recreational, or occasional use	308	502	705
Other vacant	149	194	214
Vacancy Rate	11.52%	16.55%	13.87%

Source: ACS 5-year Estimates - 2010, 2015, 2020

B25004: Vacancy Status

B25118: Tenure by Household Income in the Past 12 Months (in 2020 Inflation-Adjusted Dollars)

Recreation Resort Areas in Hurricane



*Indicates development is a mix of long term and short term housing

Recreation Resort Zones	
Development	Approved Number of Units
Bash Resort	353
Black Ridge	247
Copper Rock	774
Coral Canyon	140
Cordero	345
Desert Sand	354
Horseman's Edge	15
Marla	121
Pecan Valley	447
Sand Hollow	702
Sand Hollow Gateway Resort	885
Sand Hollow Mesa	707
Zion Hub	35
Zion Village	89
Total	5214

Anticipated Housing Needs

With the growth in Hurricane, rising prices, and the limited number of homes and rentals on the market, Hurricane is facing an affordable housing shortage within the City. Many individuals and families struggle with finding adequate and affordable housing. The data below shows estimated housing deficits for Hurricane's Median Income, and then the following sections show Cost Burden Household based off Washington County Area Median Income (AMI).

Housing is considered affordable when no more than 30% of a household's income is spent on housing and utilities. Affordable Housing is housing that those making 30%, 50%, and 80% of the area's median income can afford a housing unit without spending more than 30% of their income.

Two types of Affordable Housing

Market Provided (Naturally Occurring) Units: These units are available on the open market and are affordable.

Dedicated Affordable Units: These units have some deed or government restrictions to maintain affordability.

Washington County Area Median Income

2022	Median Family Income	Median Income Percentage	Person in Family	
			3	4
St George UT Area	\$83,900.00	30%	\$23,030	\$27,750
		50%	\$37,350	\$41,450
		80%	\$59,700	\$66,300

(This Table was provided by HUD:

<https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>)

Affordability Housing Cost for Spending No More Than 30% of Monthly Income

	Affordable Monthly Payments for Household	
Median Income Percentage	3 Person	4 Person
30%	\$ 575.8	\$ 693.8
50%	\$ 933.8	\$ 1,036.3
80%	\$ 1,492.5	\$ 1,657.5

Affordable Housing Gap

2020 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units Gap	Available Units Gap
80% AMI	875	1465	805	590	-70
50% AMI	615	500	270	-115	-345
30% AMI	405	205	70	-200	-335

2021 General Plan

As the tables above show, there is currently housing deficits for all ranges of housing. The following table shows the anticipated need of additional units from 2020 if no new units are added.

Year	30% Additional Housing Units Needed	50% Additional Housing Units Needed	80% Additional Housing Units Needed
2020	70	345	335
2021	74	362	352
2022	77	380	369
2023	81	399	388
2024	85	419	407
2025	89	440	428
2026	94	462	449

The following information shows the number households that are Cost Burden within the City and are currently pay more than 30% of their monthly income on housing. This data illustrates that even though many household have found housing within the City, they are still burdened by the high cost of rents and mortgages.

Cost Burden Households

Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	385	310	710
Household Income >30% to <=50% HAMFI	405	120	745
Household Income >50% to <=80% HAMFI	340	20	1,115
Household Income >80% to <=100% HAMFI	140	15	880
Household Income >100% HAMFI	45	15	2,505
Total	1,315	480	5,955

Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	230	210	350
Household Income >30% to <=50% HAMFI	220	35	355
Household Income >50% to <=80% HAMFI	80	0	375
Household Income >80% to <=100% HAMFI	0	0	230
Household Income >100% HAMFI	0	0	580
Total	530	245	1,885

Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	160	100	360
Household Income >30% to <=50% HAMFI	185	85	390
Household Income >50% to <=80% HAMFI	260	20	740
Household Income >80% to <=100% HAMFI	140	15	650
Household Income >100% HAMFI	45	15	1,925
Total	790	235	4,065

*Cost burden is the ratio of housing costs to household income. For renters- housing cost is gross rent (contract rent plus utilities)

*For owners- housing cost is "select monthly owner costs" which includes mortgage payment; utilities; association fees; insurance; and real estate taxes.

(These tables were provided for CHAS DATA from the 2015-2019 Period:
https://www.huduser.gov/portal/datasets/cp.html#2006-2019_query)

From the data provided above, it is clear that we Hurricane residents are facing increased housing cost, which is requiring many to spend more than 30% of their income to afford a place to live. From public input, many residents reported making difficult housing choices to find places to live, including spending more than they can afford, living with family and friends, and postponing buying a home.

Public Input

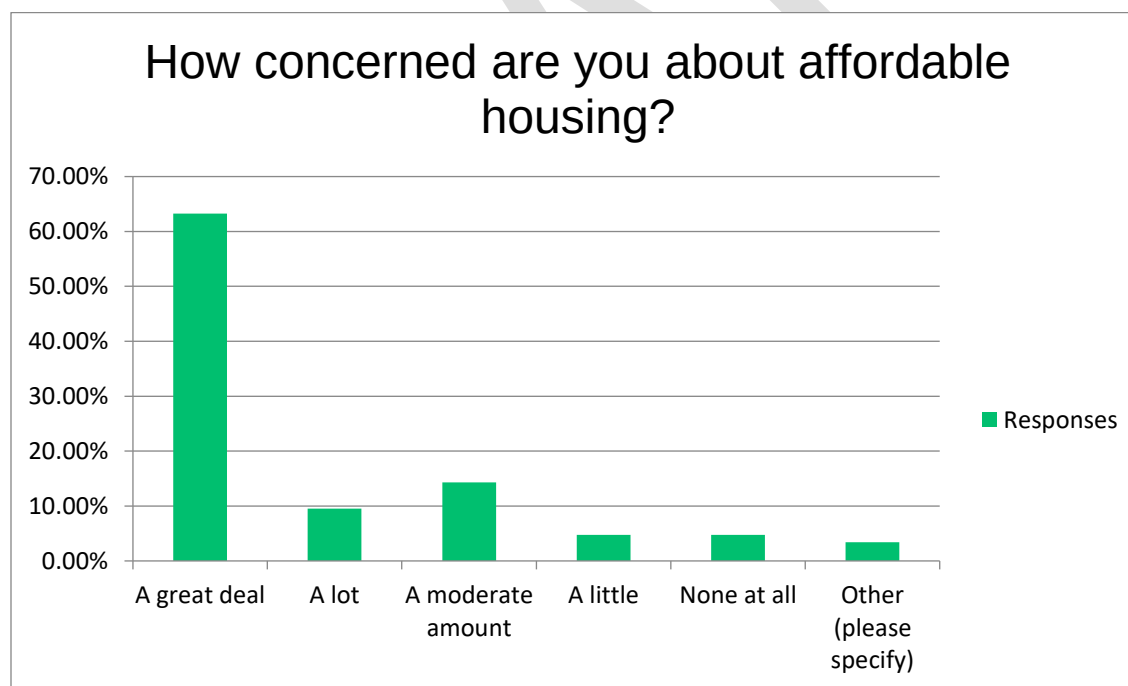
The City sought public input in a couple of ways during the process of creating this plan. The main ways were

- A steering committee made up of residents, business owners, housing nonprofit organizations, developers, elected and appointed representatives, and city staff
- An online survey
- A public open house
- A table and survey distribution at the Mayor's State of the City
- A public hearing with the Planning Commission

The following are a summary of the feedback.

Online Survey

The City obtained 148 online survey responses (full results are in Appendix A). A vast majority of those who participated in the survey had some concern about housing costs within Hurricane City, with 63% indicating the highest level of concern listed within the survey.



The City obtained 148 online survey responses (full results are in Appendix A). A vast majority of those who participated in the survey had some concern about housing costs within Hurricane City, with 63% indicating the highest level of concern listed within the survey.

In addition, about 67% of respondents indicated that they felt that there was inadequate affordable or accessible housing in their area. The following are some of the responses to the question "Do you feel that there is adequate affordable/handicapped accessible housing in your area?"

No I have been searching for a place of my own but everything is out of my budget. I work for Zion but may need to move to st george to find any home for under \$1600 a month

A lot people including myself can't afford to pay the 2k a month rent as most are either newlyweds or college students who don't make enough

Most of them are on a fixed income houses are to much to buy and housing wait list is too long not enough places for them to rent without a long wait list

When presented with a list of policies that the City could implement, the following four options were the most popular:

- Work to preserve existing and new affordable housing
- Continue to allow accessory dwelling units (apartments on a single family lot, like a casita, basement apartment, mother-in-law suite, etc) to be allowed in single family zone.
- Work with nonprofit housing organizations for the construction of new affordable housing
- Provide incentives to developers to provide housing units ensured to remain affordable

The least popular options presented were:

- Lower parking requirements for higher density housing
- Rezone for higher density or affordable housing development in mixed use areas (areas with commercial and residential)

When asked, "What is your biggest concern about housing within Hurricane City?", there were some main themes from the public. One of the main concerns mentioned was short term rentals and seasonal occupied housing. Another concern was the need to provide commercial development near new housing projects. One of the comments that helps summarize these points:

There is a housing boom right now that is putting a huge demand on new houses but the people buying them are not living in them. They are closing and putting them for rent at outrageous prices. I fear the housing growth has been outpacing the growth of everything else. Soon this town will just be spots of housing developments with nothing but desert in between. Hurricane needs to prioritize building commercial areas to serve all the housing. At this rate even if affordable housing is created and managed, it will be in a good desert and be an unrealistic situation for someone in need. I expect better community planning to ensure that once homes are built they are filled with people that are going to stay, not rent out their homes to tourists

Open House

The City held a public open house on June 8th, 2022. At the open house, members of the public had the opportunity to come and leave public feedback and discuss housing needs with City Councilmembers, Planning Commissioners, and City Staff. Habitat for Humanity also participated, set up a table, and provided information about their mission and housing needs in the area. The City created posters with

information and allowed residents to write ideas down and place stickers on policies they would likely support (these results are in Appendix A). Some of the policies at the open house that were most supported were:

- Work with nonprofit housing organizations for the construction of new affordable units
- Continue to allow accessory dwelling units to be allowed in single family zones

While there was one less popular option:

- Construct and manage City/Nonprofit owned affordable housing projects

Other options presented received similar support.

On open ended questions, there were many concerns about the affordability of housing within Hurricane. Many residents were concerned about the number of short term rentals within the City. Support was voiced for allowing a mixture of housing types in many neighborhoods.

Fair Housing Act

The Fair Housing Act prohibits discrimination on basis of race, religion, color, sex, national origin, familial status, disability or source of income in the rental, purchase or sale of real property. The only formal mechanism for identifying discrimination cases, based upon the parameters of the Fair Housing Act, is the incidence of fair housing complaints. In order to analyze the level of discrimination in the community it may be necessary to incorporate methods such as testing of landlords. While the Utah Anti-discrimination and Labor Division (Division) is notified of Fair Housing complaints by HUD and provides mediation services, there is still no formal method of analyzing discrimination. Education is available to landlords through the Division. The City should ensure landlords are aware of the resources available to understand compliance with the law.

Strategies and Policies

Housing affordability is a problem Hurricane City residents are currently facing, with no single clear solution to resolve either short-term or long-term housing issues. As such, Hurricane City will take a multifaceted approach by adopting several strategies with underlying policies to address housing considerations.

These policies were selected by the steering committee after reviewing options within state law and reviewing feedback from the public.

Policies

Accessory Dwelling Units (ADUs)

1. ***Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;***

and

2. ***Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section [10-9a-530](#);***

Policies Recommendations

- The City currently allows ADUs within all single family zone. Both for attached and detached. These units may be used for short term or long term rentals.
- In May of 2022, the City changed the code to allow for lots that are .8 acres or larger to have two ADUs on the property, requiring that at one shall only be used for long term rental.
- The City in May of 2022 now allows the property owner to live in the ADU or Primary unit if the other unit is for long term rentals.
- The City currently does not charge impact fees for the construction of ADUs unless there is an upsize in the utility meter. This plan recommends that the City not adopt impact fees for any ADUs used for long-term rentals.
- Create regulations to limit short term rentals for ADUs, and look at impact fees or caps in numbers. Provide other incentives for long term rentals in ADUs.

Development Incentives

3. **Implement zoning incentives for moderate income units in new developments**

Policy Recommendations

- Evaluate an inclusionary zoning incentive for new developments to build affordable housing for those making 80%, 50%, and 30% of Washington County AMI.



- Add density bonus for Planned Development Overlay for affordable units. These incentives could include deed-restricted units or units that nonprofit housing organizations will construct.
- Create incentives for developers to pay fees into a housing fund that could help support the creation or construction of affordable units.
- Evaluate density bonus incentive for affordable housing within the Planned Commercial Mix Use Zone.
- Look at allowing land transfers for density bonuses or using Transfer of Development Rights to create more affordable developments in exchange for keeping other property open.
- Encourage or require a variety of housing options within Master Plan Communities, including affordable options.

4. Reduce, waive, or eliminate impact fees related to moderate-income housing;

Policy Recommendations

- Do a full review of impact fees for the City and associated districts that charge impact fees within the City.
- Do a financial analysis to study the effects of varying levels of impact fee waivers or reductions.
- Review a variety of options for reduction, waiving, or eliminating impact fees for affordable units.
- Review a policy for deferred impact fees with the possibility of waiving the impact fees after meeting specific terms specified in an agreement.
- As Impact fees are updated, include affordable housing elements with reduced impact fees for qualified, affordable housing units. This can happen as the City updates its impact fee schedule. The City is scheduled to review and update water, parks, and transportation impact fees by July 2023.
- Review and apply for state grants to help compensate for any revenue loss.

Mixed Use Development

5. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones;

Policy Recommendations

- Create a Downtown Master Plan and review housing policy within the downtown. Consider eliminating or reducing single-family zoning for infill development and creating mixed-use standards within the downtown. The Downtown Master Plan is scheduled to begin in August 2022 and is anticipated to take six to eight months.
- Look at areas where “Missing Middle Housing” and mixed-use zones can be implemented within existing and future residential and commercial developments. Areas for review include new development along SR-7, Sand Hollow Road Commercial Areas, and around 3400 W on the north side of SR-9.
- Review the Planned Commercial Zoning density bonus factors.

Land Trust Programs

6. Demonstrate creation of, or participation in, a community land trust program for moderate income housing;

Policy Recommendations

- Review City owned property that may be developed for affordable housing, including the recently purchased 15 acres adjacent to City Hall.
- Coordinate with Southwest Utah Land Trust for possible expansion into Hurricane.
- Look at using the Olene Walker Fund and other nonprofit/government resources to construct affordable housing.
- The Utah Housing Coalition.

Preservation of Existing and New Moderate-Income Housing

7. Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed-restricted units through a grant program, or establishing a housing loss mitigation fund; (From the public)

Policy Recommendations

- Hurricane City should create a Good Landlord program within the City and provide incentives for landlords to participate.
- Look at providing incentives for low-income households for the maintenance of their property.
- Look into state and federal programs that may provide grant opportunities.
- Review historic housing areas and ensure their continued use is allowed within the underlying zone.
- Look at implementing grant programs to help maintain the facades of historic buildings and housing within Hurricane City.

Alternate Options

(A-1) Limit Short Term Rentals except in Recreation Resort or Approved Planned Development Overlays

- Review and evaluate local ownership limitations standards
- Limit expansion of short term rentals to the current total number of licenses with no increases. This means providing a total cap and eliminate the waiting list.
- Continue to evaluate resort standards to limit the growth of resorts within the City.
- The City should evaluate these options as zone changes arise and after recently updated code has had an opportunity to be used.

(A-2) Work with nonprofit housing organizations to construct new affordable units.



(January 21, 2022. Ribbon cutting for a home construct through Habitat for Humanity in Hurricane City)

- Provide incentives for developers to partner with non-profit housing organizations to provide lots for construction.
- Partner with nonprofits to help develop City owned property for affordable housing options.
- Waive or defer impact fees for homes built by nonprofits building guaranteed affordable units.
- Partner with non-profits for public awareness campaigns
- These policies should be consider in Inclusionary Zoning Policy

(A-3) Reduce barriers for owner builder

- Review barriers that prevent owner builders from building
- Reduces requirements that do not conflict with building code or state code.
- Review should take place in winter of 2022-2023.

Implementation Schedule

Time Frame	Policy Number	Item	Steps
Current	1 and 2	ADU Regulation	Look at ways to encourage long term rentals Keep attached and detached ADUs as permitted uses within single-family zones Track new ADU construction and work to create a list of all ADUs.
Summer 2022- Spring of 2023 Adopt Zoning Code and Standards as Downtown Master Plan Recommends	5	Downtown Master Plan	Update Downtown Master Plan and recommend standards for housing, mixed use development, and create recommendation for design standards. Consider eliminating or reducing single family zoning in downtown area. Follow implantation plan form within the General Plan
Summer of 2023	3 and 5	Inclusionary Zoning Policy	Add density bonus for Planned Development Overlay for affordable units. This could include deed-restricted units or units that will be constructed by nonprofit housing organizations. Create incentives for developers to pay fees into a housing fund that could help support the creation or construction of affordable units. Evaluate density bonus incentive for affordable housing within the Planned Commercial Mix Use Zone. Look at allowing land transfers for density bonuses or use Transfer of Development Rights to create more affordable developments in exchange for keeping other property open. This policy should be reviewed and implemented by the Summer of 2023.
Spring of 2023	7	Good Landlord Program	Create a good landlord program offering discounts on business licenses for landlords that complete course.
Fall of 2023	7	Grant Programs	Look for state and federal funding to allow for maintaining of affordable housing. Prioritize those who complete Good Landlord Program

			City should consider establishing their own program Edit its first time home buyers program
2024	4	Waiving Impact Fee	Do an analysis of revenue generated by impact fees and provide estimates of cost to the City by waiving impact fee for affordable units Create and adopt a policy where affordable units and units constructed by charities are provided an impact fee waiver or discount.
Summer 2024	6	Community Land Trust Program	Evaluate Hurricane City property and evaluate if any existing property can be used for housing options, including a portion of the 15 acres adjacent to City Hall Coordinate with existing housing programs and charities for partnership to form the trust.

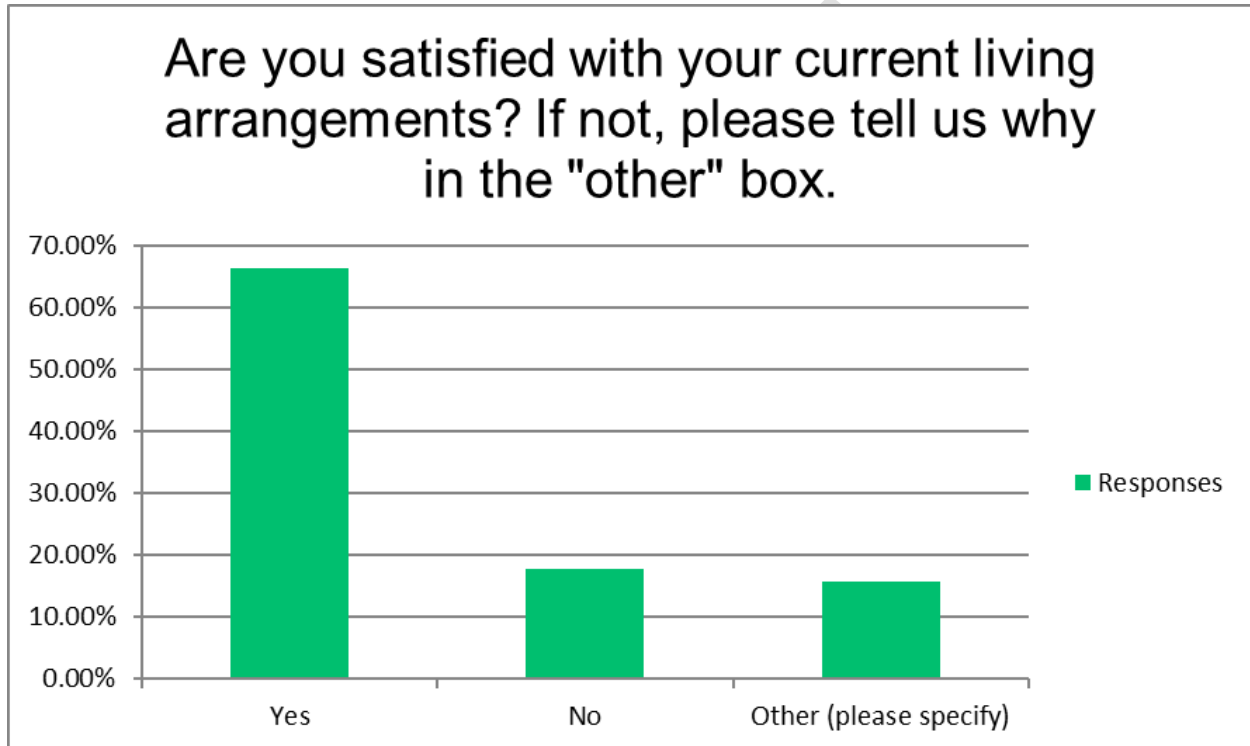
Conclusion

Hurricane City is facing an affordable housing crisis, leading to many families paying more for housing than they would otherwise and excluding many from the current housing market. The City is committed to taking steps to increase housing options within the City and allowing more affordable options as part of new developments. The City is also committed to taking steps to maintain the existing affordable housing stock. The City believes that by implementing the strategies within the General Plan and this plan, it can work toward meeting the housing needs of all its residents.

Appendix A

Public Input

Online Survey Results



Are you satisfied with your current living arrangements? If not, please tell us why in the "other" box.

I would like to live in a house with a yard

Hurricane needs to keep up with the mass amount of people moving here OR stop allowing building of new homes. With all these new people here has the police dept hired more staff because you're going to need it. Cars are getting stolen and broken into around my area off 3700

Rent was raised this past year while nothing was changed in the house. It has all original appliances and carpets from over 20 years ago!

Rent too high

It was very expensive for an older home in an older neighborhood

It's too small but all I can afford

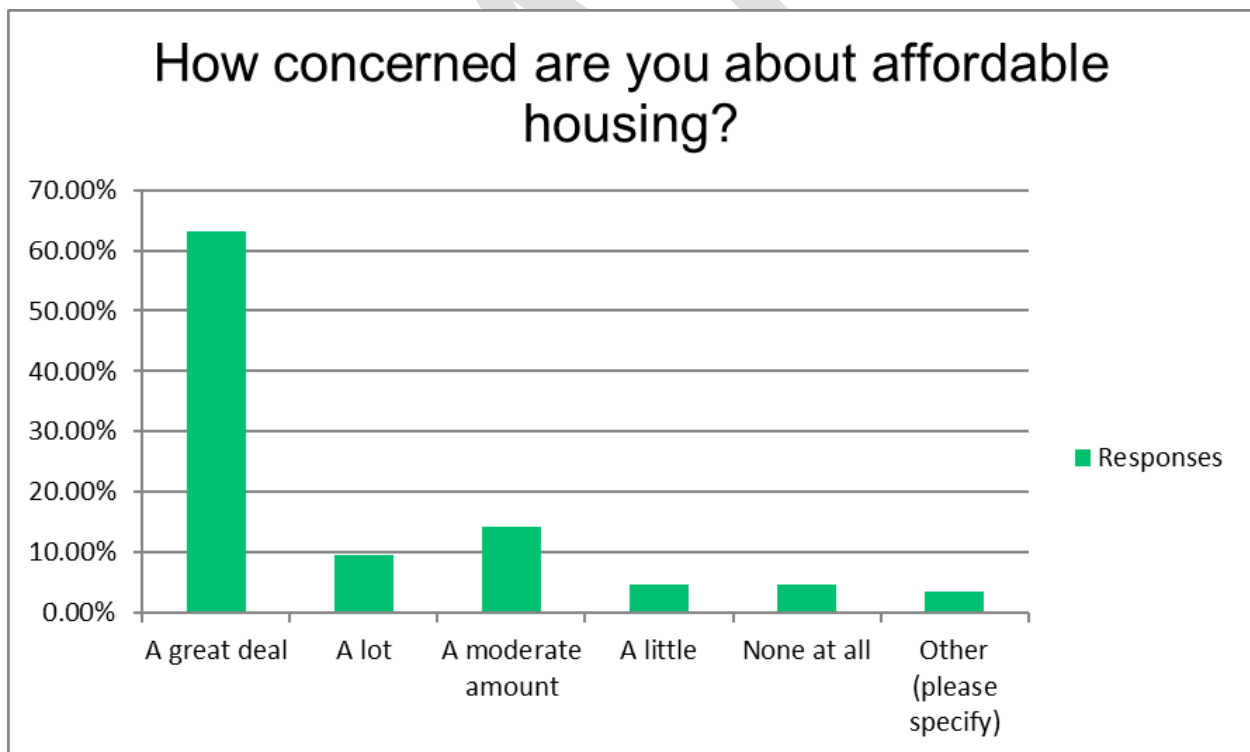
Lack of washer/dryer and sheltered parking.

I want to live in a house but nothing is reasonable

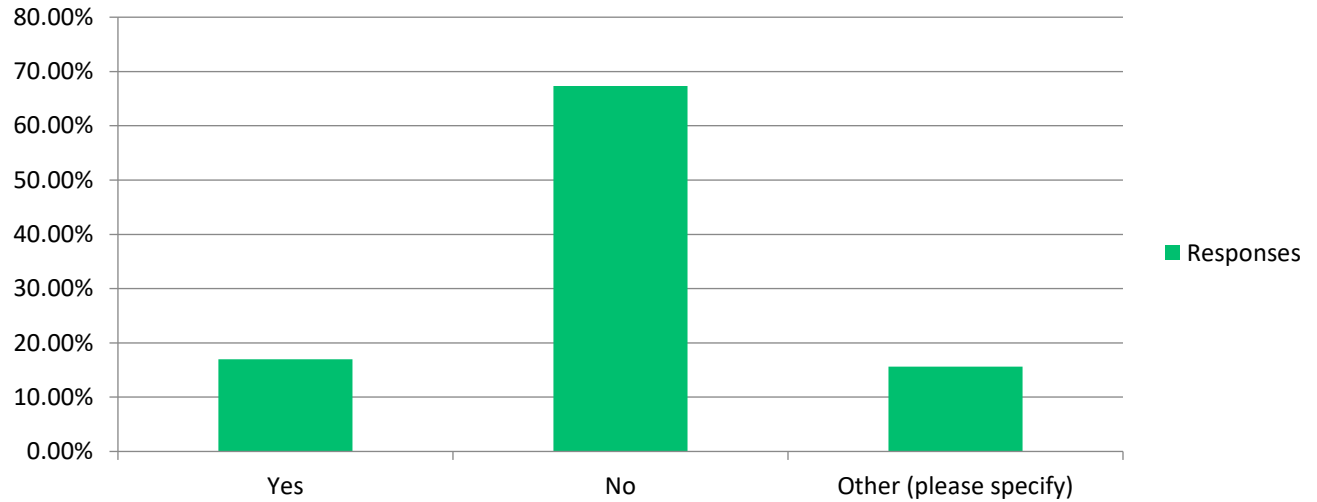
Not enough space.

I want a house with a yard and enough space inside for my children as well

I would love to live in a gated community that has a hoa to keep trashy neighbors out that don't want to take care of a yard
I would like to have more property and to live in a more rural place.
Other than the price for rent, yes I am satisfied.
I live with my mom to make ends meet
I have to rent out a room to afford to eat
dont like shared driveway
Renting until we can afford to buy a house
Poor it lack of, repairs.
Rent is high
I have to live with my parents to be able to afford a place to live.
My lot rent keeps going up so high I can barley make enough to feed my kids
Would rather have house with more parking
I live in my parents casita, it's small but it's affordable. I would love to get a townhouse or duplex, but not when they're \$400k+.



Do you feel that there is adequate affordable/handicapped accessible housing in your area?



Do you feel that there is adequate affordable/handicapped accessible housing in your area?

I dont know

No I have been searching for a place of my own but everything is out of my budget. I work for Zion but may need to move to st george to find any home for under \$1600 a month

The wait lists to get into any housing are outrageous, if there even open.

Not sure

Most of them are on a fixed income houses are to much to buy and housing wait list is to long not enough places for them to rent without a long wait list

A lot people including myself can't afford to pay the 2k a month rent as most are either newlyweds or college students who don't make enough

So what if there isn't we are the city for them.

Not sure what is available

Nothing affordable for families

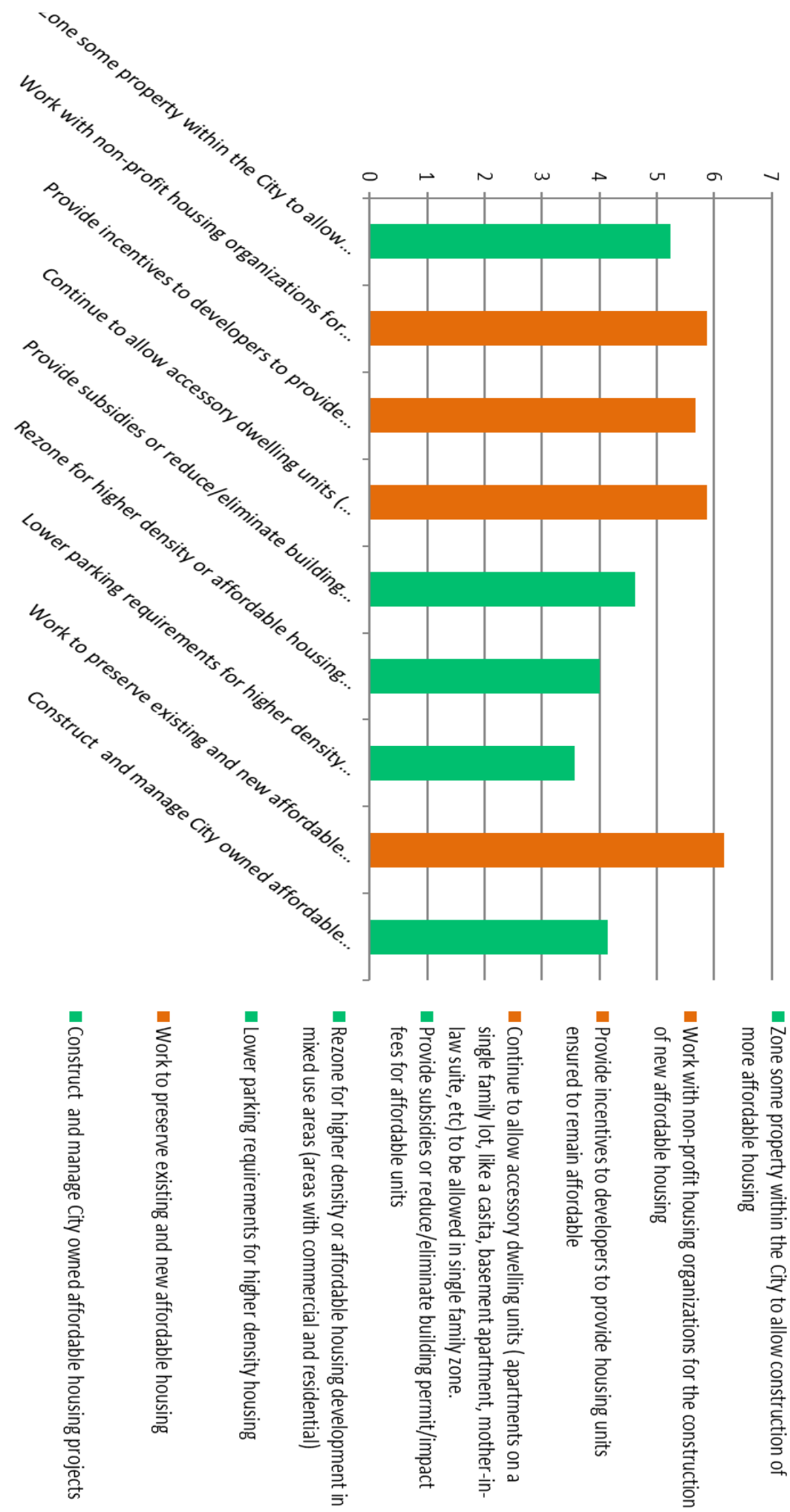
I would guess no, but I have no idea

Not familiar with this

Don't know

They fill up too quickly.

State law requires the City to adopt an Affordable Housing Plan. Within this plan, the City is required to create policies to address affordable housing issues within the City. Please rank the following policies for those you think the City should priorit



What is your biggest concern about housing within Hurricane City?
Open-Ended Response
Too expensive to buy and to rent
Would love to see opportunities for more affordable housing/rentals in the area so younger generations an service related jobs and employees can stay in the area.
The developing of the housing is so fast that the City Engineers do not have the appropriate amount of time or effort into the review of the plans.
Not enough affordable housing
That there will be no way any average family can afford a single family detached home or even a townhouse because of the people buying out houses for investment properties.
Cost is going to high
The allowed growth is outpacing infrastructure. The push for housing with very little commercial to support new homes and people in the area. The city needs to rethink strategy and create Hurricane into a boutique city. We do not need more homes or people. We need more jobs. We need more industry. We need to slow growth and allow home prices to skyrocket to keep Utah as Utah! Stop Californiacation of Hurricane!
Not enough rentals available and price too high for newly married couples
Public streets not improved by development and a lot of the roads need upgraded already.
Need smaller units that are affordable to young families, police, teachers, etc.
Mixing low income in with homes that people worked thier whole life to buy.
That housing prices and costs will outpace the wages of the working residents of Hurricane city. Those moving in from out of State will be the only ones able to afford the houses and that working resident will be forced to move to a less expensive area.
I am a single adult and I can't find an apartment to live in Hurricane that matches my budget. I am a teacher and want to live in the area.
There is a housing boom right now that is putting a huge demand on new houses but the people buying them are not living in them. They are closing and putting them for rent at outrageous prices. I fear the housing growth has been outpacing the growth of everything else. Soon this town will just be spots of housing developments with nothing but desert in between. Hurricane needs to prioritize building commercial areas to serve all the housing. At this rate even if affordable housing is created and managed, it will be in a good desert and be an unrealistic situation for someone in need. I expect better community planning to ensure that once homes are built they are filled with people that are going to stay, not rent out their homes to tourists or have to leave due to lack of proximity to other basic amenities or public transit.
It's not affordable for people my age due to unfair pay and landlords over charging. I am 21 and I make 30,000 a year and am engaged and we cannot afford anything here.
There is to much development happening. Farms are shutting down so subdivisions can be but on the land. Hurricane should focus on being little old hurricane.
Infrastructure, traffic, lack of grocery stores, shops, home depot, water, pollution etc
Devolopers don't care about the people of hurricane. One told me "we aren't building these homes for you guys" they are building them with California prices in mind to make a buck full on knowing we can't afford them here.
Losing the agricultural land. The price of houses being so high that middle class and young families cannot afford to buy. The city becoming a resort/unaffordable town like Springdale.

There is no regulation to what private companies can charge, apartment building especially. Everyone is being priced out
Need balance of residential and commercial. A lot of housing is going in but everyone has to commute to shop. Bringing in a balance would bring money to the city through sales tax. Concerned if infrastructure is being evaluated well for like water and roads. So many areas build first and do impact analysis after. Remember what citizens want too. Find balance. More parks and Rec. Indoor pool would be a nice add or a Rec center to have more for people to do.
Too expensive, not enough housing, pet friendly
Not enough affordable places to rent or buy
City officials and their families are making huge profits from unsustainable housing development. Hurricane is not a small town anywhere and our local government used their greed in gaining tax revenue that created the problems we face.
To many short term rentals and not enough affordable housing for the middle income
Traffic increases
Too expensive
People can't afford housing in the city because wages don't allow it. Kids have to live with parents cause can't find affordable housing when they want to be on own. Alot of people only see how much they can make on a dwelling which pushes the locals out.
I am very concerned with anything that will "bring the neighborhood down" (e.g., increased crime, graffiti, littering, traffic, noise pollution, etc.) We must battle to keep Hurricane as desirable (or actually more desirable!) than it already is. Thank you!
The low income options are too expensive for residents who are on fixed income like Social Security and disability.
It's too expensive for people afford especially those with pets and kids
Water is my biggest concern, next would be that we are allowing building at such a rapid pace that this town will lose it history and small town charm. The wrighting is all on the wall for our agricultural community, we will be just like Washington fields and Little Valley within the next 10-15 years. At the rate we are going this town won't be recognizable as the charming small town I have spent my entire life in. So sad to see happening.
The high growth rate for high income housing
Not enough long term rentals. Young people have no affordable place to rent (not just young people) but if we want to keep our families in the area, the corporations have to stop vacation rent along every property that comes up for sale. It's a sad sad thing for community.
The infrastructure is lacking. Quit building until we have the water and roads necessary to sustain growth.
Too expensive and lots are too small
Rent is ridiculous. Families are reduced to poverty because of costs.
Price
We will run out of water and end up a ghost town.
To expensive for children of current residents to stay
To many new homes and not enough water or roads
To much growth way to fast, everything is unaffordable. We're lucky to be able to pay rent now

There is new housing every where. Where are they getting their water. The problem is getting worse, less and less water. 7000 new units and where is the water coming from
Less farming, no WATER High traffic affordability
The growth is too rapid
There isn't enough in general. And what there is, is way out of affordability for what is being paid by most local businesses.
There is too many houses, too much growth, and it's all too expensive. Slow growth is understandable, but so very much in last few years
It will never be possible for my children, who are just becoming adults, to move out
There is no way that we could ever buy a home on the income that we have. Income has not increased to match the housing increase costs. If we didn't rent from my parents we couldn't afford ANY housing in So UT
Prices too high and crowding
Too many corporations buying up all the housing and then renting it out at a huge rate
Single mom with a decent full time job can not afford to rent or own without having roommates
Air B and B's are taking all the available housing. No sooner that a home becomes available for sale sure enough someone snags it for a B and B. We have people living in RV's hoping to find housing because the city doesn't have a plan for B and B's. St. George has designated areas for this. No one wants their neighborhood to become a hotel zone but that is exactly what is happening. No one in city seems to have a clue (city planner -manager need replaced?) Just another reason Hurricane is considered ghetto. Please allow a planned area for B and B's so that we can once again enjoy family neighborhoods and people can purchase these homes for their families.
Affordability
Too much
Prices are too high for locals to purchase.
Too many short term/vacation rentals
That the impact fees are not high enough to cover the cost of needed infrastructure.
The city's lack of concern for home owners. The city surrounds hard working home owners with pawn shops, dollar stores, rv camping sites, and the like with no border between them. An acceptable solid barrier is prison fencing with mesh that blows off within weeks. Hurricane will be north Las Vegas within 10 years.
Pricing Utah families out of the market. People moving in from California if they sold their home there can afford a home here.
Too many homes that are unaffordable
Water
Growth is happening too fast.
its too expensive for what is available and offered in the homes or apartments
No water
Finding a house for my family
Property Value is crazy High! out of control nothing good is going to happen from this I do not think there is an answer

Prices are out of control. It will crash
Growing too fast, ridiculous pricing, and limited resources that are not sustainable.
Too much random rezoning. Housing being built in the name of 'affordable housing' is too expensive for buyers.
Prices are outrageous
Nothing is adorable, yet the city is growing too fast.
Having enough affordable housing
The average educated worker in Hurricane will not be able to afford a decent home here. We will all get pushed out and then in turn have no work force. A starter home is not 500k.
Being a single mom, it is hard to find anything that is within a single income that I can even rent and keep my sons dog that helps with his night terrors
The working wages are too low and the housing costs are too high it's not sustainable something has to be done.
Costs not being affordable
Density
People finding affordable housing. Also I really am against all the Air B&Bs. Especially the illegal ones. Or turning the older part of Hurricane and the pioneer houses into them or making businesses out of them. It's not fair to people who have purchased a home in that area to have to put up with the noise and traffic.
Rising prices
Too much new homes that locals can not afford
Too many people no homes for my children
Cost of living is up. Wages are low!
Too much growth too fast. If we want families to live here we need to increase lot size. Kids need yards to play in, and room for gardens. Not everyone is retired and want these postage stamp sized lots.
Too fast of growth for water and too much traffic.
Too much construction too fast
No pets
Very little affordable housing for young families
WATER IS A BIG CONCERN TO ME
Price of buying a house
Investors owning homes that would normally be locally owned or rented.
How do we do affordable housing without overcrowding the area?
growing way too fast.
It's way too expensive for my children to move out of my home.
Building too fast
Traffic congestion! We moved here from Sy George due to the city's own small town proclamation. Please don't succumb to developers desires and making this nice "smalltown" just like St George .
It is not affordable for the average citizen let alone low income
Lack of affordable housing

No vertical building. Height restrictions could be adjusted for some apartment buildings (like in downtown St. George). Singles or young couples or seniors would welcome affordable apartment living with amenities.
Affordability and allowing too much construction
Affordable housing is unaffordable and unavailable. I feel this has a lot to do with the current lack of needed revisions to vacation rental regulations. I feel all vacations should be required to be owner occupied, or be required to license, insure, and tax the same way a hotel/motel would.
The green space isn't being maintained.
Not enough affordable housing for families.
Lack if affordable housing
High growth and high costs. Not enough affordable housing for lower paying jobs through out the city. Public safety not funded for the growth that has already occurred.
Too expensive
The amount of people coming in is a bigger priority than the people already here.
Corporate developers buying up homes for rental properties
We do not have housing that people that we need in our community to make it run can afford. For example, we don't have housing for people who work as police officers, paramedics, firefighters, teachers, etc.
Too much growth the city and area is unprepared for. We can't expect St George to support our community's needs (stores and services) if we are expecting to double (triple?) in size. We also need to get on top of our infrastructure and traffic control. Update our utilities (the power company still has people going from house to house reading meters instead of having an automation system in place, that's insane with how big we are getting). We need to think ahead instead of reacting to all the building.
Cost and number of dwellings. There currently are not enough available dwellings for rent driving up the cost of what is available
Is there enough water?
Cost to buy or rent is to high for anybody to buy which is driving young locals to look elsewhere.
I am concerned there will never be anything affordable for the working class to live in. I am also concerned for individuals that work to have an expensive home in an expensive area, only to have their home values plummet because "affordable housing" brought crime and destruction to their neighborhoods.
We need more business infrastructure to handle the growth. More stores, restaurants, doctors, entertainment venues, a better pool, and schools
High impact fees and policies biased towards developers tend to price individuals out of the market for being able to acquire or build housing that they can afford.
Lack of affordable housing, an attitude of 'not in my backyard' by residents.
Too much, too fast. Anything done with haste is not well planned for or analyzed enough to predict impacts for long term.
Prices are too high. Too much growth for our infrastructure and resources like water.
Too High and pay doesn't justify for it
Everything is so expensive we can barley live. I live in the sand hallow trailer park. Lot rent has gone up almost 300.00. They have not done anything that we were told they were going to do. No park, big holes in the roads, most houses are fire hazards, us as renters pay property tax, so why are they

allowed to raise the lot rent so high. I could understand if they actually cared about making it nice. Would be nice for them to be made to follow through.

Becoming a low-income, crime-ridden area. Reducing land and scenery to just build. We are the pathway to Zion National Park and should have an area that reflects that. Hurricane has huge city limits and current single family home areas should remain zoned for that and not re-zoned to increase population. There are no jobs to maintain that growth and what about water? How can we continue to build when there is a severe water shortage throughout the State?

Too expensive and not enough long term rentals, especially that allow pets

Too much high density going up and in areas it shouldn't be

There need to be penalties for nightly rentals (where nightly rentals are not allowed). It's my opinion that vacation homes are affecting single family home pricing. My family of four is currently living in a 2 bedroom house because anything bigger is absolutely astronomically priced. I'd love to be in something bigger since since my husband works at home then he could have an office space. But I have no hope of that happening anytime soon. Buying a 4 bedroom house now would break us financially and my husband has an excellent paying job.

Too long-term rental properties currently being used as vacation rentals.

It's too expensive

What affordable housing? There is none! We are a family for 3 make decent money can't afford even an apartment! Thank goodness my parents have an apartment that we rent for cheap. But this is a complete joke!

New business incentives to increase the shopping core in our town; more large stores, more mid-range food options (not drive thru).

Not enough affordable options. Too many vacation rentals.

not affordable for seniors/disabled that have only limited income

Availability and affordability

Too much traffic through town. New builds are not set back far enough to allow for parking that doesn't encroach onto the sidewalk and streets. Not enough parks in new neighborhoods to keep kids off the streets.

We need more freedom to do what we want with our homes...freedom works. Let it...stay out of the way and you will be surprised what can happen.

Unaffordable to work and live here, better wages and lower costs in other states and cities.

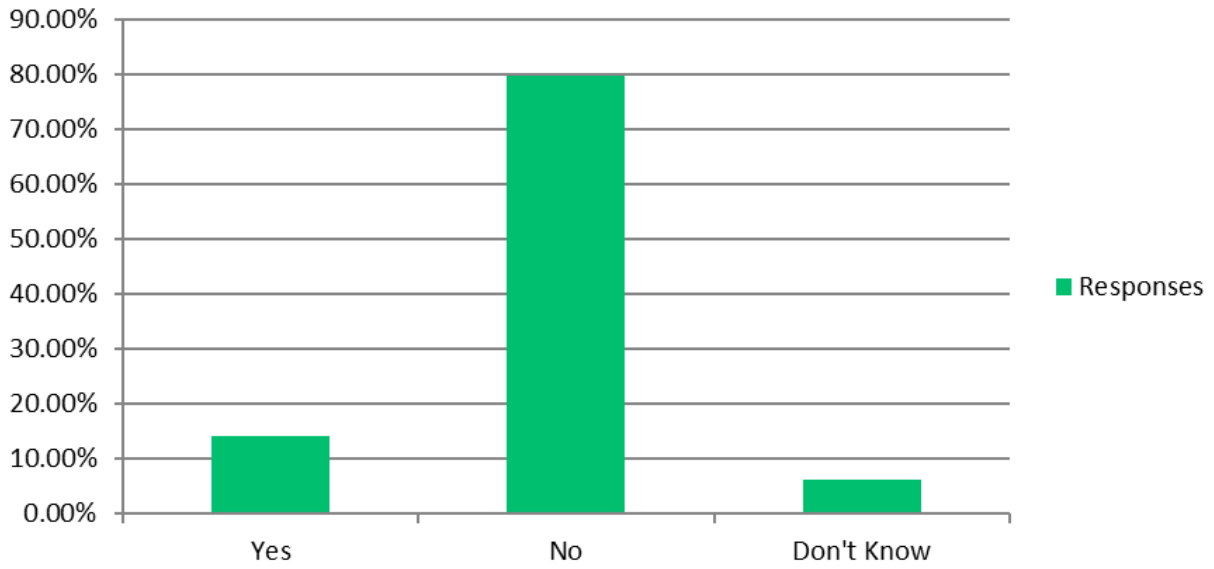
Affordable housing

We don't allow for higher density projects in town where people want to live to be close to the community center and other amenities.

600 North getting all the vacation rentals, affordable housing, etc it is a traffic mess! Terrible planning to put all on one street. Clear some of the old not desirable housing into affordable homes

Not enough affordable housing.

Would you be able to afford your current home if you had to move there today?



Public Open House Results

STEPS TO TAKE

WHAT IS YOUR MAIN HOUSING CONCERN IN HURRICANE?

Lack of affordable housing ^{yes}

- * Residents need to cooperate in allowing affordable housing to be built near them.
- City can contribute by having affordable friendly ordinances
- Developers can contribute by helping to provide affordable options other than condo style units.

* Lack of housing under \$1500/month
Too many vacation homes / Air BNBs but
no where for co-workers + self to live
to support local jobs + industry. ^{yes}
^{yes}

- Update City ordinances... key.
Make affordable housing a factor
when city considers increased
density and other accommodations
requested by developers

I think the density is too
grouped. I think it's healthier to
distribute more affordable housing
amongst SFRs - ex duplexes
+ 4plex next to or in SFR neighborhoods.
I just don't see that done and would like
to. The density is just too dense.

We've become a resort town. ✓
Cater more to the people who ^{is!}
live and work here and not to the developers
who don't invest in the city. ^{yes!}

Big Corporations buying everything

^{yes}
^{yes} Lack of transportation ^{yes}

Hold Builders Responsible ^{yes}
to their word of lowering
prices if the city waves fees
or allows more homes
^{yes}

ditto
Too many short term
Rentals & apparently
little oversight
& Restrict
Air BNB's
NO Corporate
Air BNB

STEPS TO TAKE

WHAT STEPS SHOULD HURRICANE TAKE TO ADDRESS AFFORDABLE HOUSING?

Pass affordable friendly ordinances and incentives.

Lower impact fees
Impact fees so high no one
can afford it anymore for
affordable housing

Build more units that are
affordable ✓✓

Allow much smaller
lots like 20 lots/ac
with very small impact
fees ✓

DECREASE LOT SIZE REQUIREMENT ✓
LOT = 50% OF HOUSE SQ FT.
AFFORDABLE ZONE

BASE ZONING ON POPULATION INCOMES
IF 50% OF POP NEEDS AFFORDABLE HOUSING
THEN 50% OF ZONING SHOULD BE AVAILABLE FOR
AFFORDABLE?

A new kind of zoning that mixes
duplex, 4 plex that look like nice SFR's
mixed in w/ single family ✓

YES → Invest in a
public transit
system to enable
people to work
in St George

* More regulation!
Investment of Air BnB ^{yes}
properties.
Create more income based
parking complexes.
Make more high density
zones for affordable
apartments.

Damages property rights

Be sure to invest in
Families - i.e. financial
management, care of the
home, Education
etc

WHAT POLICIES WOULD YOU SUPPORT

Work with non-profit housing organizations for the construction of new affordable units

32 Votes

This Means:

incentive?

- Provide *incentive?* for Developers to work with non-profits
- Look at City property for development by non-profits

Continue to allow accessory dwelling units (ADUs) (like a casita, basement apartment, etc) to be allowed in a single-family zone.

This Means.

- Continue to allow for attached and detached ADUs in single family zones
- Continue to not charged impact fees for ADUs

25 Votes

D WHAT POLICIES WOULD YOU SUPPORT

Work to preserve existing and new affordable housing

21 Votes

This Means:

- Provide subsidies to affordable units
- Offer grant programs to help with upkeep of older units
- Improve infrastructure in old areas of town
- Start a good landlord program

Construct and manage City/Non-Profit owned affordable housing projects

11 Votes

This Means

- The City uses its own property to build and maintain housing at affordable rates
- Partner with Non-profit for construction and maintenance of homes on City property

WHAT POLICIES WOULD YOU SUPPORT

Zone some property within the City to allow construction of more affordable housing

18 Votes

This Means:

- Increased densities in some areas
- Allow more housing options for redevelopment
- Allow accessory dwelling units in single family zones

Provide incentives to developers to provide housing units required to remain affordable

20 Votes

This Means:

- Density bonus in developments for affordable units.
- Waive some development fees, including impact fees, application fees, building permit fees, etc

WHAT POLICIES WOULD YOU SUPPORT

Rezone for higher density or affordable housing development in mixed-use areas (areas with commercial and residential)

21 Votes

This Means:

- Allow some new areas to develop commercial and housing on the same property
- Look at allowing mixed-use in downtown

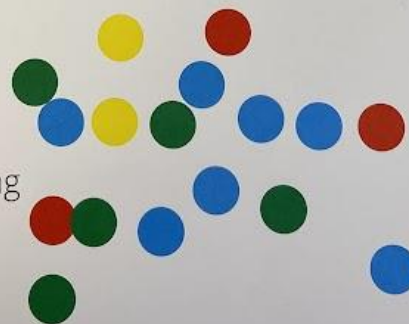


Provide subsidies or reduce/eliminate building permit/impact fees for affordable units

16 Votes

This Means:

- Waive Impact Fees for units guaranteed to be affordable
- Providing discounts on building permits for affordable units



Appendix B

Compliance Report

Utah State Code requires that Hurricane City adopt this plan and bring it into compliance with the standards within State Law. The following table outlines this plan's compliance with State Law.

State Law	City Compliance
The general plan of a specified municipality, as defined in Section 10-9a-408, shall include a moderate income housing element that meets the requirements of Subsection 10-9a-403(2)(a)(iii).	The City has adopted this Moderate Income Housing Plan as an appendix to the General Plan
On or before October 1, 2022, a specified municipality, as defined in Section 10-9a-408, with a general plan that does not comply with Subsection (3)(a) shall amend the general plan to comply with Subsection (3)(a).	The City has adopted this Plan on the September 15, 2022.
a moderate income housing element that: (A) provides a realistic opportunity to meet the need for additional moderate income housing within the next five years; (B) selects three or more moderate income housing strategies described in Subsection (2)(b)(iii) for implementation, including one additional moderate income housing strategy as provided in Subsection (2)(b)(iv) for a specified municipality that has a fixed guideway public transit station; and (C) includes an implementation plan as provided in Subsection (2)(c);	(A) The City has workshopped and created goals and strategies within this plan that will help ensure that more affordable units will be built within the City. The City has also provided an analyses of future housing needs for the City over the next five years. (B) The City has selected seven of the menu options and three additional items to help address some of the unique needs of the area. (C) The City has included an implementation Plan with this document to reasonably accomplish the goals set out by the City.
(b) In drafting the moderate income housing element, the planning commission: (i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing: (A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and	The Planning Commission, as it considered the best options, took into the consideration the needs of people from a variety of backgrounds. The Plan is designed to help integrate affordable units throughout the City to allow for full participation with community life.

(B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;	
(i) In drafting the implementation plan portion of the moderate income housing element as described in Subsection (2)(a)(iii)(C), the planning commission shall establish a timeline for implementing each of the moderate income housing strategies selected by the municipality for implementation.	The City has included timelines and due dates for certain policies to be implemented. These timelines were based on setting priorities and realistic goals.
(A) identify specific measures and benchmarks for implementing each moderate income housing strategy selected by the municipality, whether one-time or ongoing; and (B) provide flexibility for the municipality to make adjustments as needed.	The implementation plan has goals and outcomes that it hopes to achieve. The City will have flexibility on how to implement some of Plan and will review current circumstances on how it address each Plan.

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: \$500.00

For Office Use Only:
File No. 2022-ZC-32
Receipt No. 8.160529

Name: Thomas Hunt **Telephone:** 801-664-4724

Address: 1178 W. Legacy Crossing Blvd. Centerville, UT 84014 **Fax No.** _____

Agent (If Applicable): _____ **Telephone:** _____

Email: thomas@wrightdevelopment.com **Agent Email:** _____

Address/Location of Subject Property: Future 3700 West & Future Stargate Ave.

Tax ID of Subject Property: TBD **Existing Zone District:** RM-3 & R1-6 & R1-15

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)

To take the entire property to RM-3. The master plan that was created had the wrong zoning boundary designation. This application is is correct those issues.

Submittal Requirements: The zone change application shall provide the following:

- _____ a. The name and address of every person or company the applicant represents;
- _____ b. An accurate property map showing the existing and proposed zoning classifications;
- _____ c. All abutting properties showing present zoning classifications;
- _____ d. An accurate legal description of the property to be rezoned;
- _____ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- _____ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

STATE OF ~~UTAH~~ AZ)
COUNTY OF MOHAVE :SS

I (we), Tim M. Tippet, Vice President of Western Mortgage & Realty Co., being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

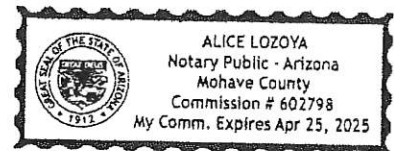
Western Mortgage & Realty Co.
(Property Owner)
Tim M. Tippet, V.P.
(Property Owner)

Subscribed and sworn to me this 14th day of July 2022

Alice Lozoya
(Notary Public)

Residing in: BHC AZ

My Commission Expires: 4-25-2025



Agent Authorization

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20____.

(Notary Public)

Residing in: _____

My Commission Expires: _____

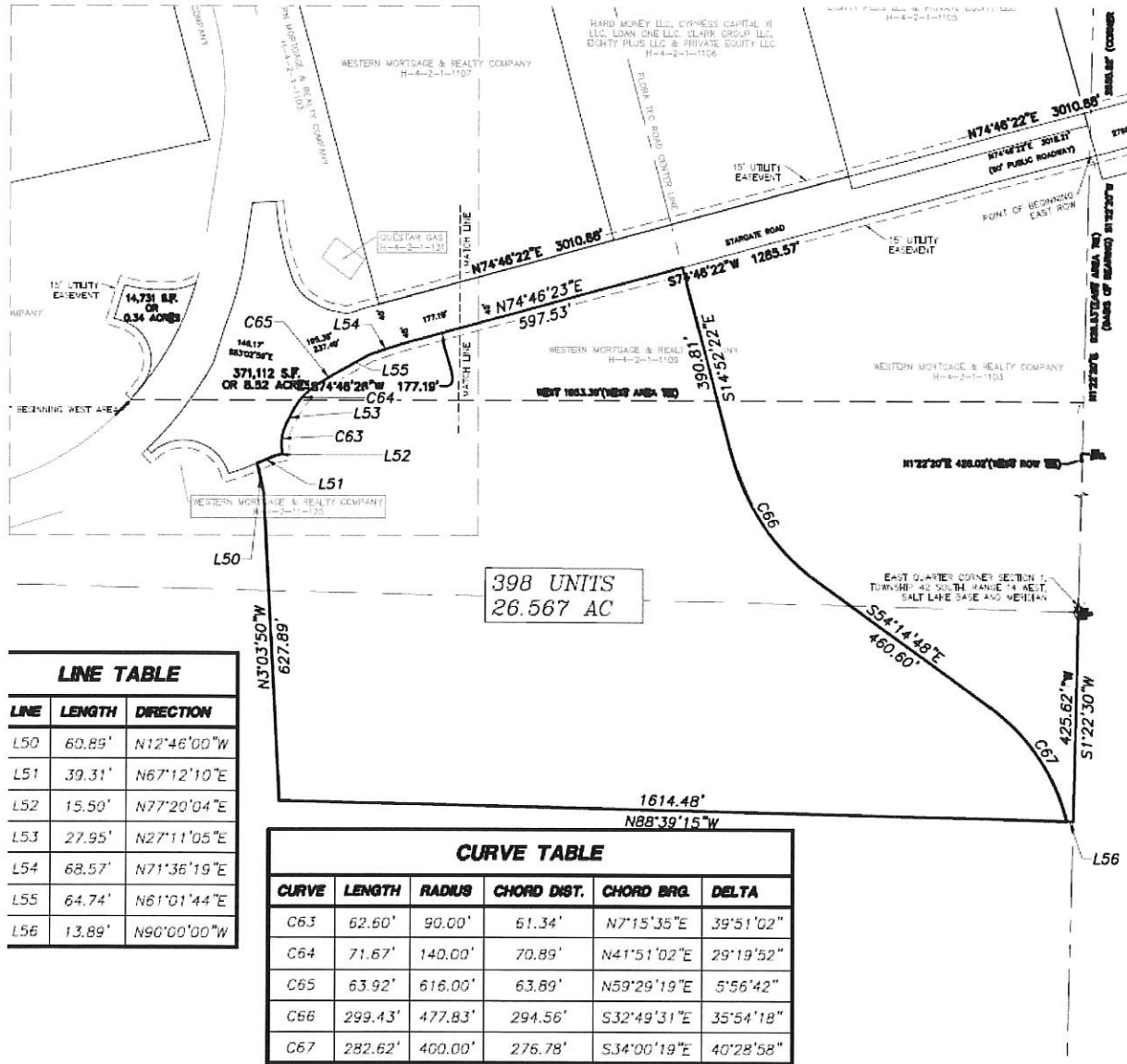
TOM CALLISTER LEGAL DESCRIPTION

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN;
THENCE S01°22'30"W, ALONG THE SECTION LINE, 425.62 FEET; THENCE WEST 13.89 FEET TO THE **POINT OF BEGINNING**.

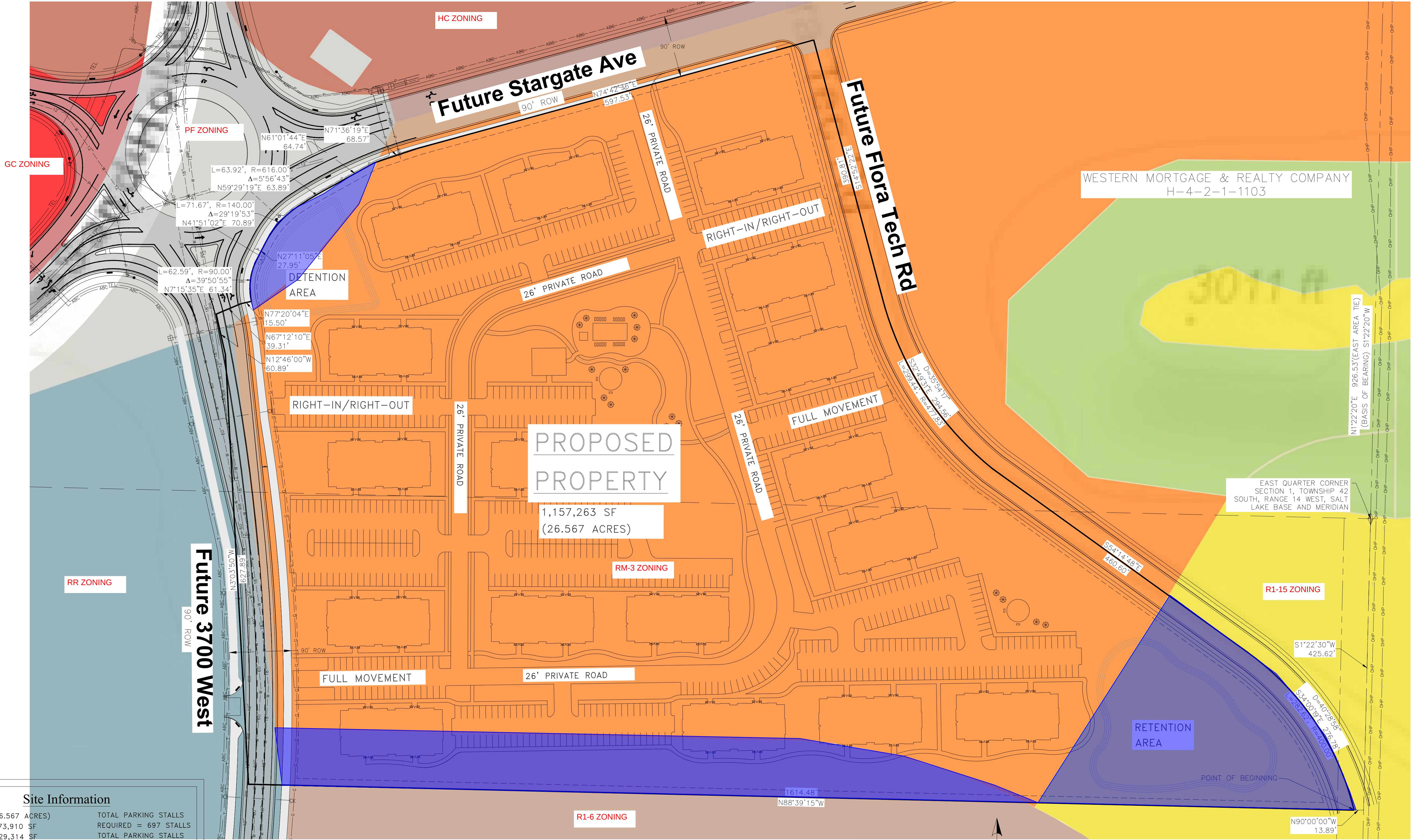
THENCE N88°39'15"W 1614.48 FEET; THENCE N03°03'50"W 627.89 FEET;
THENCE N12°46'00"W 60.89 FEET TO THE SOUTH BOUNDARY LINE OF STARGATE AVENUE;
THENCE ALONG THE SOUTH BOUNDARY LINE THE FOLLOWING NINE (9) COURSES:
THENCE N67°12'10"E 39.31 FEET;
THENCE N77°20'04"E 15.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF A 90.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (LONG CHORD BEARS: N07°15'35"E 61.34 FEET), CENTER POINT LIES N77°20'04"E THROUGH A CENTRAL ANGLE OF 39°51'02" A DISTANCE OF 62.60 FEET;
THENCE N27°11'05"E 27.95 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS: N41°51'02"E 70.89 FEET), CENTER POINT LIES S62°48'55"E THROUGH A CENTRAL ANGLE OF 29°19'52" A DISTANCE OF 71.67 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF A 616.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (LONG CHORD BEARS: N59°29'19"E 63.89 FEET), CENTER POINT LIES S33°29'02"E THROUGH A CENTRAL ANGLE OF 05°56'42" A DISTANCE OF 63.92 FEET;
THENCE N61°01'44"E 64.74 FEET; THENCE N71°36'19"E 68.57 FEET;
THENCE N74°46'23"E 597.53 FEET; THENCE LEAVING THE SOUTH BOUNDARY LINE OF STARGATE AVENUE AND RUNNING S14°52'22"E 390.81 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF A 477.83 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS: S32°49'31"E 294.56 FEET), CENTER POINT LIES N75°07'38"E THROUGH A CENTRAL ANGLE OF 35°54'18" A DISTANCE OF 299.43 FEET;
THENCE S54°14'48"E 460.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS: S34°00'19"E 276.78 FEET), CENTER POINT LIES S35°45'12"W THROUGH A CENTRAL ANGLE OF 40°28'58" A DISTANCE OF 282.62 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1157263 SQUARE FEET OR 26.567 ACRES.

TOM CALLISTER LEGAL DESCRIPTION

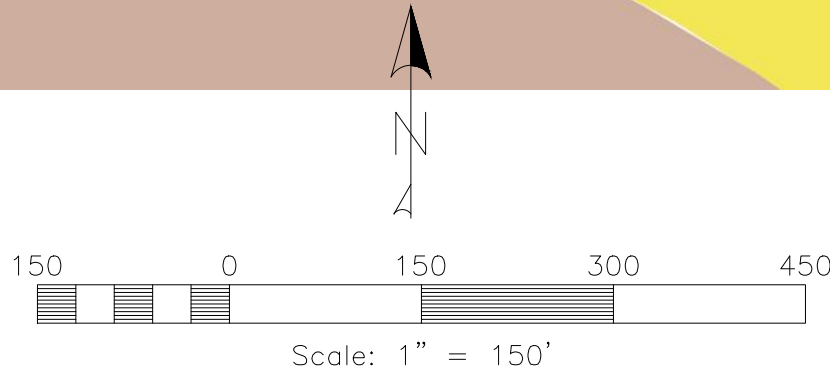
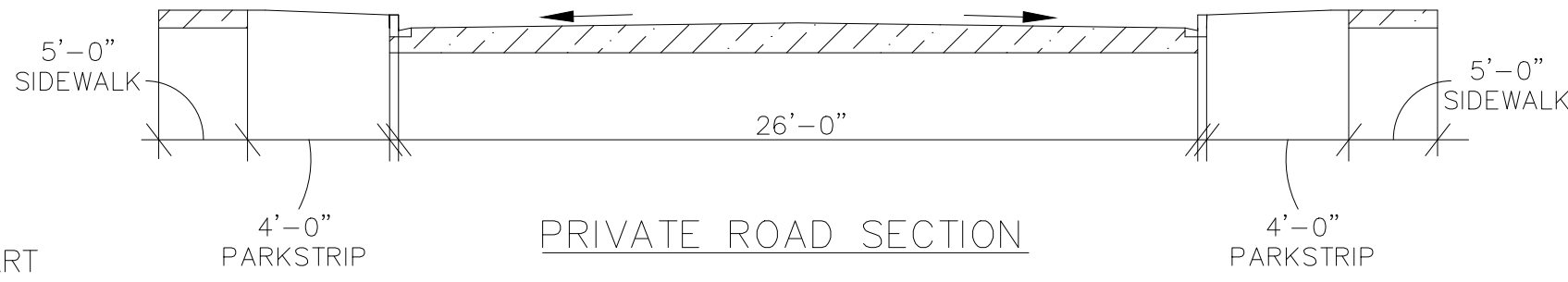


Elim Valley
Preliminary Plat



Site Information			
1,157,263 SF (26.567 ACRES)		TOTAL PARKING STALLS	REQUIRED = 697 STALLS
BUILDINGS 173,910 SF		TOTAL PARKING STALLS	PROVIDED = 714 STALLS
HARDSCAPE 329,314 SF			
LANDSCAPE 654,039 SF (56.5%)			
17 BUILDINGS 398 UNITS		(2) PICKLE BALL COURTS	
UNIT DENSITY 15 UNITS/ACRE		(2) TOT LOTS	
1 BEDROOM 199 UNITS		POOL	
(1.5 STALLS REQUIRED) = 299 STALLS		HOT TUB	
2 BEDROOM 100 UNITS		CLUB/GYM	
(2 STALLS REQUIRED) = 200 STALLS		BARBEQUE AREA	
3 BEDROOM 99 UNITS			
(2 STALLS REQUIRED) = 198 STALLS			

- NOTES:
1. SITE IMPROVEMENTS TO BE COMPLETED IN ONE PHASE.
 2. PLANNED ROADWAYS AND UTILITIES ARE PART OF THE HURRICANE CITY PID PLAN.
 3. AREA IS NOT LOCATED IN DESERT TORTOISE TAKE AREA.



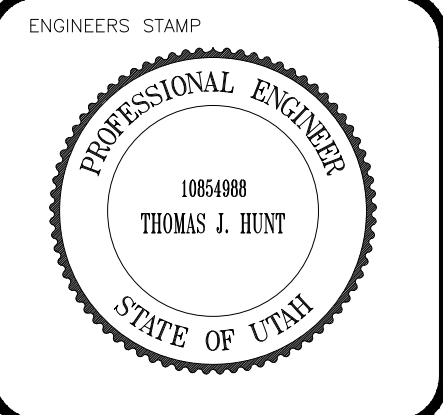
Developer Contact:
Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339



Elim Valley
East Quarter Corner of Section 1, Township 42
South, Range 14 West, Salt Lake Base & Meridian
3700 West & Sand Hollow Road
Hurricane, Washington County, UT

**Preliminary Plat
Proposed Site**

Revisions	Date



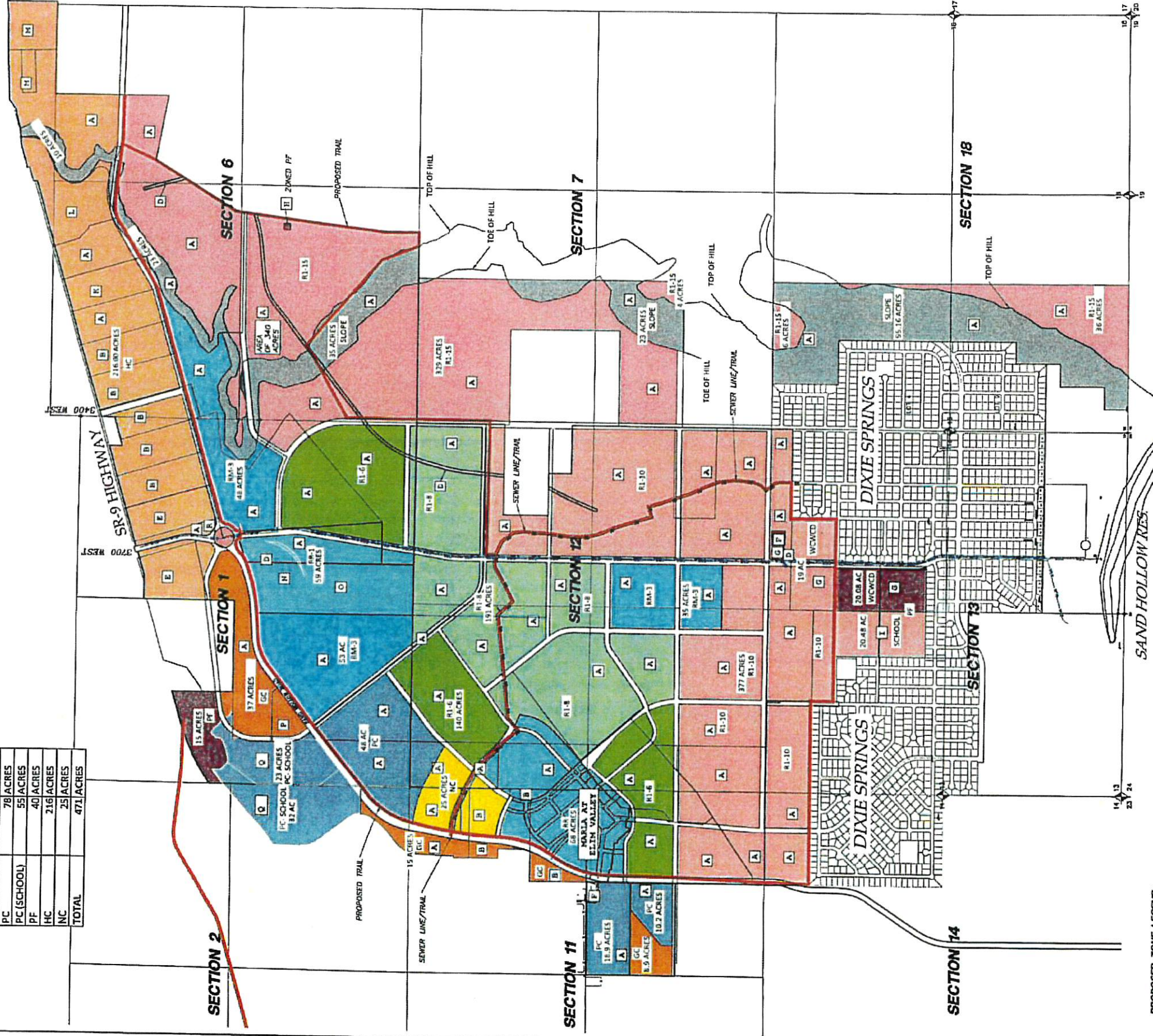
PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/02/2021
Name: Elim Valley

SHEET	3
2	SHEETS

DENSITY CALCULATION:

ZONE	ACRES	UNITS
RR-1	59	885
RR-MARLA	68	387
RM-3	139	2085
R1-6	140	813
R1-8	191	832
R1-10	363	1265
R1-15	375	870
TOTAL	1335	7137
GC	57	ACRES
PC	78	ACRES
PC (SCHOOL)	55	ACRES
PF	40	ACRES
HC	216	ACRES
NC	25	ACRES
TOTAL	471	ACRES

ZONE CHANGE MAP FOR:
ELIM VALLEY
LOCATED ON SAND HOLLOW RD, HURRICANE
WASHINGTON COUNTY, UTAH



PROPOSED ZONE LEGEND:

RR	RECREATIONAL RESORT ZONE
OS	OPEN SPACE
R1-15	RESIDENTIAL - 1 UNIT PER 15,000 SQ. FT.
R1-10	RESIDENTIAL - 1 UNIT PER 10,000 SQ. FT.
R1-8	RESIDENTIAL - 1 UNIT PER 8,000 SQ. FT.
R1-6	RESIDENTIAL - 1 UNIT PER 6,000 SQ. FT.
RM-3	MULTI-FAMILY - 15 UNITS PER ACRE
GC	GENERAL COMMERCIAL
NC	NEIGHBORHOOD COMMERCIAL
HC	HIGHWAY COMMERCIAL
M-1	PLANNED INDUSTRIAL
PC	PUBLIC FACILITY (SCHOOL) W/ R1-10 ZONING
PF	PUBLIC FACILITY (SCHOOL) W/ R1-10 ZONING
WVCD/DINE REA/HURRICANE CITY (PUBLIC FACILITIES)	
PROPOSED TRAIL	

OWNERS LEGEND:

WESTERN MORTGAGE & REALTY CO. PARCELS:
H-4-2-1-1103
H-4-2-1-1104
H-4-2-1-1105
H-4-2-1-1106
H-4-2-1-1107
H-4-2-1-1108
H-4-2-1-1109
H-4-2-1-1110
H-4-2-1-1111
H-4-2-1-1112
H-4-2-1-1113
H-4-2-1-1114
H-4-2-1-1115
H-4-2-1-1116
H-4-2-1-1117
H-4-2-1-1118
H-4-2-1-1119
H-4-2-1-1120
H-4-2-1-1121
H-4-2-1-1122
H-4-2-1-1123
H-4-2-1-1124
H-4-2-1-1125
H-4-2-1-1126
H-4-2-1-1127
H-4-2-1-1128
H-4-2-1-1129
H-4-2-1-1130
H-4-2-1-1131
H-4-2-1-1132
H-4-2-1-1133
H-4-2-1-1134
H-4-2-1-1135
H-4-2-1-1136
H-4-2-1-1137
H-4-2-1-1138
H-4-2-1-1139
H-4-2-1-1140
H-4-2-1-1141
H-4-2-1-1142
H-4-2-1-1143
H-4-2-1-1144
H-4-2-1-1145
H-4-2-1-1146
H-4-2-1-1147
H-4-2-1-1148
H-4-2-1-1149
H-4-2-1-1150
H-4-2-1-1151
H-4-2-1-1152
H-4-2-1-1153
H-4-2-1-1154
H-4-2-1-1155
H-4-2-1-1156
H-4-2-1-1157
H-4-2-1-1158
H-4-2-1-1159
H-4-2-1-1160
H-4-2-1-1161
H-4-2-1-1162
H-4-2-1-1163
H-4-2-1-1164
H-4-2-1-1165
H-4-2-1-1166
H-4-2-1-1167
H-4-2-1-1168
H-4-2-1-1169
H-4-2-1-1170
H-4-2-1-1171
H-4-2-1-1172
H-4-2-1-1173
H-4-2-1-1174
H-4-2-1-1175
H-4-2-1-1176
H-4-2-1-1177
H-4-2-1-1178
H-4-2-1-1179
H-4-2-1-1180
H-4-2-1-1181
H-4-2-1-1182
H-4-2-1-1183
H-4-2-1-1184
H-4-2-1-1185
H-4-2-1-1186
H-4-2-1-1187
H-4-2-1-1188
H-4-2-1-1189
H-4-2-1-1190
H-4-2-1-1191
H-4-2-1-1192
H-4-2-1-1193
H-4-2-1-1194
H-4-2-1-1195
H-4-2-1-1196
H-4-2-1-1197
H-4-2-1-1198
H-4-2-1-1199
H-4-2-1-1200
H-4-2-1-1201
H-4-2-1-1202
H-4-2-1-1203
H-4-2-1-1204
H-4-2-1-1205
H-4-2-1-1206
H-4-2-1-1207
H-4-2-1-1208
H-4-2-1-1209
H-4-2-1-1210
H-4-2-1-1211
H-4-2-1-1212
H-4-2-1-1213
H-4-2-1-1214
H-4-2-1-1215
H-4-2-1-1216
H-4-2-1-1217
H-4-2-1-1218
H-4-2-1-1219
H-4-2-1-1220
H-4-2-1-1221
H-4-2-1-1222
H-4-2-1-1223
H-4-2-1-1224
H-4-2-1-1225
H-4-2-1-1226
H-4-2-1-1227
H-4-2-1-1228
H-4-2-1-1229
H-4-2-1-1230
H-4-2-1-1231
H-4-2-1-1232
H-4-2-1-1233
H-4-2-1-1234
H-4-2-1-1235
H-4-2-1-1236
H-4-2-1-1237
H-4-2-1-1238
H-4-2-1-1239
H-4-2-1-1240
H-4-2-1-1241
H-4-2-1-1242
H-4-2-1-1243
H-4-2-1-1244
H-4-2-1-1245
H-4-2-1-1246
H-4-2-1-1247
H-4-2-1-1248
H-4-2-1-1249
H-4-2-1-1250
H-4-2-1-1251
H-4-2-1-1252
H-4-2-1-1253
H-4-2-1-1254
H-4-2-1-1255
H-4-2-1-1256
H-4-2-1-1257
H-4-2-1-1258
H-4-2-1-1259
H-4-2-1-1260
H-4-2-1-1261
H-4-2-1-1262
H-4-2-1-1263
H-4-2-1-1264
H-4-2-1-1265
H-4-2-1-1266
H-4-2-1-1267
H-4-2-1-1268
H-4-2-1-1269
H-4-2-1-1270
H-4-2-1-1271
H-4-2-1-1272
H-4-2-1-1273
H-4-2-1-1274
H-4-2-1-1275
H-4-2-1-1276
H-4-2-1-1277
H-4-2-1-1278
H-4-2-1-1279
H-4-2-1-1280
H-4-2-1-1281
H-4-2-1-1282
H-4-2-1-1283
H-4-2-1-1284
H-4-2-1-1285
H-4-2-1-1286
H-4-2-1-1287
H-4-2-1-1288
H-4-2-1-1289
H-4-2-1-1290
H-4-2-1-1291
H-4-2-1-1292
H-4-2-1-1293
H-4-2-1-1294
H-4-2-1-1295
H-4-2-1-1296
H-4-2-1-1297
H-4-2-1-1298
H-4-2-1-1299
H-4-2-1-1300
H-4-2-1-1301
H-4-2-1-1302
H-4-2-1-1303
H-4-2-1-1304
H-4-2-1-1305
H-4-2-1-1306
H-4-2-1-1307
H-4-2-1-1308
H-4-2-1-1309
H-4-2-1-1310
H-4-2-1-1311
H-4-2-1-1312
H-4-2-1-1313
H-4-2-1-1314
H-4-2-1-1315
H-4-2-1-1316
H-4-2-1-1317
H-4-2-1-1318
H-4-2-1-1319
H-4-2-1-1320
H-4-2-1-1321
H-4-2-1-1322
H-4-2-1-1323
H-4-2-1-1324
H-4-2-1-1325
H-4-2-1-1326
H-4-2-1-1327
H-4-2-1-1328
H-4-2-1-1329
H-4-2-1-1330
H-4-2-1-1331
H-4-2-1-1332
H-4-2-1-1333
H-4-2-1-1334
H-4-2-1-1335
H-4-2-1-1336
H-4-2-1-1337
H-4-2-1-1338
H-4-2-1-1339
H-4-2-1-1340
H-4-2-1-1341
H-4-2-1-1342
H-4-2-1-1343
H-4-2-1-1344
H-4-2-1-1345
H-4-2-1-1346
H-4-2-1-1347
H-4-2-1-1348
H-4-2-1-1349
H-4-2-1-1350
H-4-2-1-1351
H-4-2-1-1352
H-4-2-1-1353
H-4-2-1-1354
H-4-2-1-1355
H-4-2-1-1356
H-4-2-1-1357
H-4-2-1-1358
H-4-2-1-1359
H-4-2-1-1360
H-4-2-1-1361
H-4-2-1-1362
H-4-2-1-1363
H-4-2-1-1364
H-4-2-1-1365
H-4-2-1-1366
H-4-2-1-1367
H-4-2-1-1368
H-4-2-1-1369
H-4-2-1-1370
H-4-2-1-1371
H-4-2-1-1372
H-4-2-1-1373
H-4-2-1-1374
H-4-2-1-1375
H-4-2-1-1376
H-4-2-1-1377
H-4-2-1-1378
H-4-2-1-1379
H-4-2-1-1380
H-4-2-1-1381
H-4-2-1-1382
H-4-2-1-1383
H-4-2-1-1384
H-4-2-1-1385
H-4-2-1-1386
H-4-2-1-1387
H-4-2-1-1388
H-4-2-1-1389
H-4-2-1-1390
H-4-2-1-1391
H-4-2-1-1392
H-4-2-1-1393
H-4-2-1-1394
H-4-2-1-1395
H-4-2-1-1396
H-4-2-1-1397
H-4-2-1-1398
H-4-2-1-1399
H-4-2-1-1400
H-4-2-1-1401
H-4-2-1-1402
H-4-2-1-1403
H-4-2-1-1404
H-4-2-1-1405
H-4-2-1-1406
H-4-2-1-1407
H-4-2-1-1408
H-4-2-1-1409
H-4-2-1-1410
H-4-2-1-1411
H-4-2-1-1412
H-4-2-1-1413
H-4-2-1-1414
H-4-2-1-1415
H-4-2-1-1416
H-4-2-1-1417
H-4-2-1-1418
H-4-2-1-1419
H-4-2-1-1420
H-4-2-1-1421
H-4-2-1-1422
H-4-2-1-1423
H-4-2-1-1424
H-4-2-1-1425
H-4-2-1-1426
H-4-2-1-1427
H-4-2-1-1428
H-4-2-1-1429
H-4-2-1-1430
H-4-2-1-1431
H-4-2-1-1432
H-4-2-1-1433
H-4-2-1-1434
H-4-2-1-1435
H-4-2-1-1436
H-4-2-1-1437
H-4-2-1-1438
H-4-2-1-1439
H-4-2-1-1440
H-4-2-1-1441
H-4-2-1-1442
H-4-2-1-1443
H-4-2-1-1444
H-4-2-1-1445
H-4-2-1-1446
H-4-2-1-1447
H-4-2-1-1448
H-4-2-1-1449
H-4-2-1-1450
H-4-2-1-1451
H-4-2-1-1452
H-4-2-1-1453
H-4-2-1-1454
H-4-2-1-1455
H-4-2-1-1456
H-4-2-1-1457
H-4-2-1-1458
H-4-2-1-1459
H-4-2-1-1460
H-4-2-1-1461
H-4-2-1-1462
H-4-2-1-1463
H-4-2-1-1464
H-4-2-1-1465
H-4-2-1-1466
H-4-2-1-1467
H-4-2-1-1468
H-4-2-1-1469
H-4-2-1-1470
H-4-2-1-1471
H-4-2-1-1472
H-4-2-1-1473
H-4-2-1-1474
H-4-2-1-1475
H-4-2-1-1476
H-4-2-1-1477
H-4-2-1-1478
H-4-2-1-1479
H-4-2-1-1480
H-4-2-1-1481
H-4-2-1-1482
H-4-2-1-1483
H-4-2-1-1484
H-4-2-1-1485
H-4-2-1-1486
H-4-2-1-1487
H-4-2-1-1488
H-4-2-1-1489
H-4-2-1-1490
H-4-2-1-1491
H-4-2-1-1492
H-4-2-1-1493
H-4-2-1-1494
H-4-2-1-1495
H-4-2-1-1496
H-4-2-1-1497
H-4-2-1-1498
H-4-2-1-1499
H-4-2-1-1500
H-4-2-1-1501
H-4-2-1-1502
H-4-2-1-1503
H-4-2-1-1504
H-4-2-1-1505
H-4-2-1-1506
H-4-2-1-1507
H-4-2-1-1508
H-4-2-1-1509
H-4-2-1-1510
H-4-2-1-1511
H-4-2-1-1512
H-4-2-1-1513
H-4-2-1-1514
H-4-2-1-1515
H-4-2-1-1516
H-4-2-1-1517
H-4-2-1-1518
H-4-2-1-1519
H-4-2-1-1520
H-4-2-1-1521
H-4-2-1-1522
H-4-2-1-1523
H-4-2-1-1524
H-4-2-1-1525
H-4-2-1-1526
H-4-2-1-1527
H-4-2-1-1528
H-4-2-1-1529
H-4-2-1-1530
H-4-2-1-1531
H-4-2-1-1532
H-4-2-1-1533
H-4-2-1-1534
H-4-2-1-1535
H-4-2-1-1536
H-4-2-1-1537
H-4-2-1-1538
H-4-2-1-1539
H-4-2-1-1540
H-4-2-1-1541
H-4-2-1-1542
H-4-2-1-1543
H-4-2-1-1544
H-4-2-1-1545
H-4-2-1-1546
H-4-2-1-1547
H-4-2-1-1548
H-4-2-1-1549
H-4-2-1-1550
H-4-2-1-1551
H-4-2-1-1552
H-4-2-1-1553
H-4-2-1-1554
H-4-2-1-1555
H-4-2-1-1556
H-4-2-1-1557
H-4-2-1-1558
H-4-2-1-1559
H-4-2-1-1560
H-4-2-1-1561
H-4-2-1-1562
H-4-2-1-1563
H-4-2-1-1564
H-4-2-1-1565
H-4-2-1-1566
H-4-2-1-1567
H-4-2-1-1568
H-4-2-1-1569
H-4-2-1-1570
H-4-2-1-1571
H-4-2-1-1572
H-4-2-1-1573
H-4-2-1-1574
H-4-2-1-1575
H-4-2-1-1576
H-4-2-1-1577
H-4-2-1-1578
H-4-2-1-1579
H-4-2-1-1580
H-4-2-1-1581
H-4-2-1-1582
H-4-2-1-1583
H-4-2-1-1584
H-4-2-1-1585
H-4-2-1-1586
H-4-2-1-1587
H-4-2-1-1588
H-4-2-1-1589
H-4-2-1-1590
H-4-2-1-1591
H-4-2-1-1592
H-4-2-1-1593
H-4-2-1-1594
H-4-2-1-1595
H-4-2-1-1596
H-4-2-1-1597
H-4-2-1-1598
H-4-2-1-1599
H-4-2-1-1600
H-4-2-1-1601
H-4-2-1-1602
H-4-2-1-1603
H-4-2-1-1604
H-4-2-1-1605
H-4-2-1-1606
H-4-2-1-1607
H-4-2-1-1608
H-4-2-1-1609
H-4-2-1-1610
H-4-2-1-1611
H-4-2-1-1612
H-4-2-1-1613
H-4-2-1-1614
H-4-2-1-1615
H-4-2-1-1616
H-4-2-1-1617
H-4-2-1-1618
H-4-2-1-1619
H-4-2-1-1620
H-4-2-1-1621
H-4-2-1-1622
H-4-2-1-1623
H-4-2-1-1624
H-4-2-1-1625
H-4-2-1-



STAFF COMMENTS

Agenda Date:	08/18/2022
Application Number:	2022-ZC-32
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Western Mortgage and Realty
Agent:	Thomas Hunt
Request:	A Zone Change Request from RM-3, R1-6, and R1-15 to RM-3
Location:	Approximately 3700 W and Stargate Ave
Zoning:	RM-3, R1-6, R1-15
General Plan Map:	Planned Community

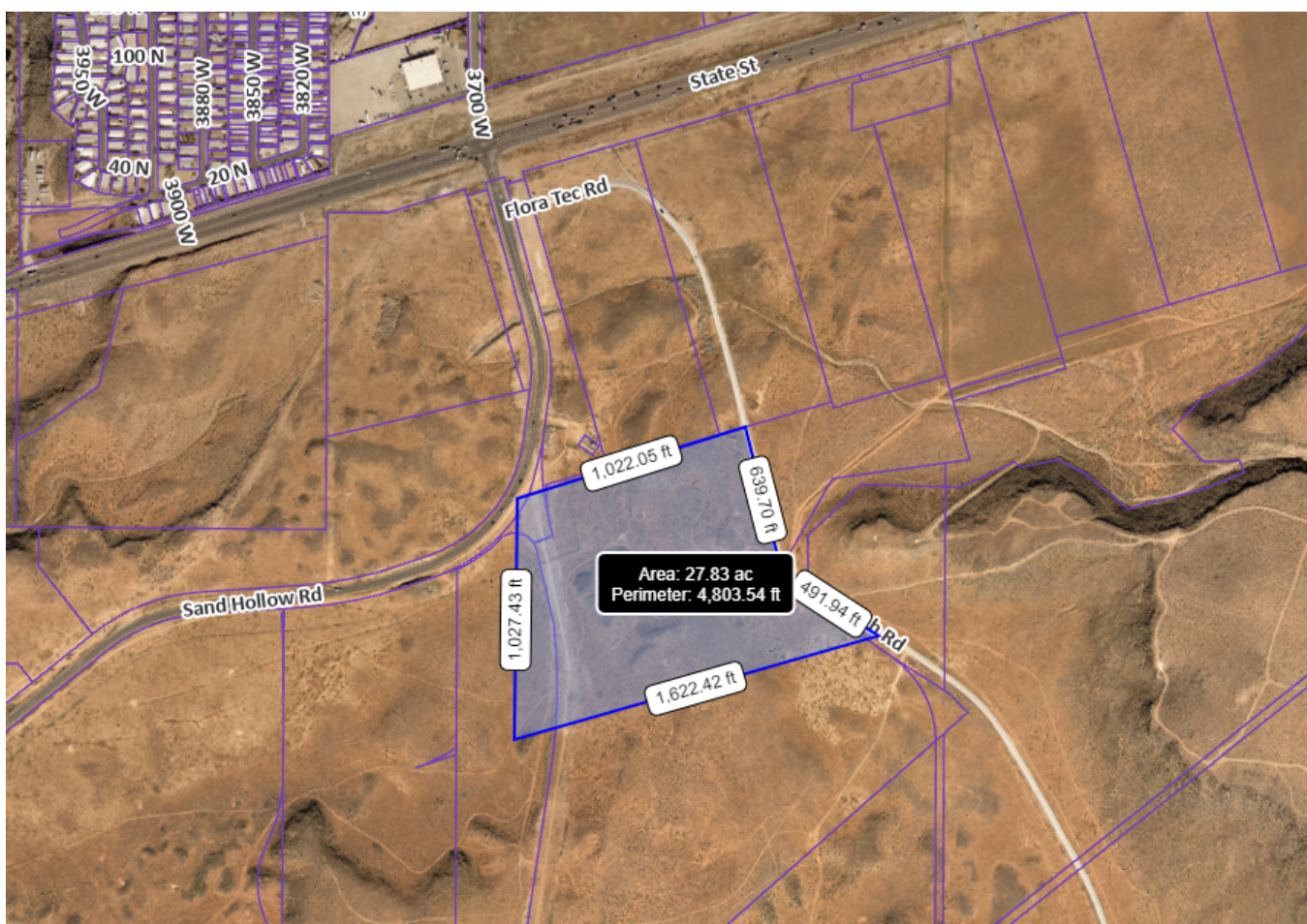
Planning Commission Recommendation

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

Discussion:

The applicant is seeking a zone change to clean up the zone boundaries within the Sand Hollow Gateway PID. There are a few discrepancies within this property between the zone boundaries passed by the City Council in December 2019 and the approved PID roadways through the area; the approved zone map for the area is attached to this report. This change will bring the zone map and the PID plans into alignment with each other.

	Zoning	Adjacent Land Use
North	HC	Undeveloped, later phase of Sand Hollow Gateway PID
East	RM-3, OS, R1-15	Undeveloped and cliff space, later phase of Sand Hollow Gateway PID
South	R1-6	Undeveloped, approved Desert Bloom subdivision
West	GC, RR	Undeveloped, Sand Hollow Gateway resort and Sand Hollow Gateway commercial area



Approximate Location and Size

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 a Planned Community:

Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

This area is already part of a larger master planned project with services being provided through a PID. This is a minor change that does not significantly differ from the City Council's intentions when approving the original zone change in 2019. Considering the changes will line up the zone boundaries with the boundaries of the approved neighboring developments which seems to be in line with those intentions.

The General Plan calls for "*Medium and high density residential developments should be planned near support facilities such as collector and arterial roads, schools, shopping, and employment centers. Medium and high density residential developments should be planned and designed to minimize impacts to nearby existing developments, while providing high-quality, attractive housing options*" It also calls for "*Support creating commercial spaces in population Centers in the City to provide services to those areas*"

Putting higher density near significant traffic corridors is to help minimize traffic impacts on local roadways and allow more efficient travel from these developments. Placing higher density near commercial spaces also helps stimulate commercial growth in an area and provides housing, and serves in the same area.

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

Response: Most of the area is undeveloped. This area of the Sand Hollow Gateway PID has high density resort zoning and commercial properties that form an ideal place for high density residential.

3. Will the proposed amendment affect the adjacent property?

Response: The total area being changed in this zone change is about 3-5 acres. The approximately 75 added units will increase the impact on the area, however staff does believe that with how the roadways have already been approved and how this property is a good location for multifamily staff has no concerns with impact

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

Response: There are currently no services in the area but the Sand Hollow Gateway PID is planning to provide services to the area. Construction drawings have been submitted to the City and construction has begun on some of the Sand Hollow Gateway roadways.

JUC Comments

1. **Power:** No concerns with zone change

2. **Water:** No concerns
3. **Streets:** No concerns
4. **Sewer:** No concerns as long as they follow the PID
5. **Engineering:** Still outstanding concerns with layout but fine with zone change
6. **Fire:** No concerns just far from a fire station currently
7. **Gas/Cable/Water Conservancy:** No concerns

Other Considerations:

1. This zone change will add about 5 acres to RM-3, at 15 units an acre this adds about 75 units to the project. The total RM-3 area is 26.567 acres and is proposed for 398 units which is 14.98 units per acre
2. The preliminary plat for this development has not been approved yet. Staff would recommend, if the zone change is approved, that a new preliminary site plan and plat be submitted. The comments and concerns from those reports do still apply and will need to be addressed at that time.

Findings:

Staff makes the following findings:

1. The proposed amendment is generally compatible with the current General Plan's map and goals.
2. The proposed amendment is generally in harmony with the overall character of the approved development surrounding it, but there is almost no development adjacent to the property right now.
3. The proposed amendment will have an impact on the area but it is as anticipated in the Sand Hollow Gateway area
4. The services are currently not adequate for the development but are planned to be with the Sand Hollow Gateway PID.
5. Generally speaking, staff would recommend that zoning boundaries follow landmarks, roadways, or property lines in order to provide clarity in zoning map interpretation. See [*Hurricane City Code 10-11-4. - Rules for locating zone boundaries.*](#)

Recommendation: Staff recommends that the City Council review this application and the zone change based on standards and considers residents' comments. Staff would recommend approval of this zone change based on staff and JUC comments.

PID IMPROVEMENT MAP FOR:
SAND HOLLOW GATEWAY

LOCATED ON SAND HOLLOW RD, HURRICANE
WASHINGTON COUNTY, UTAH

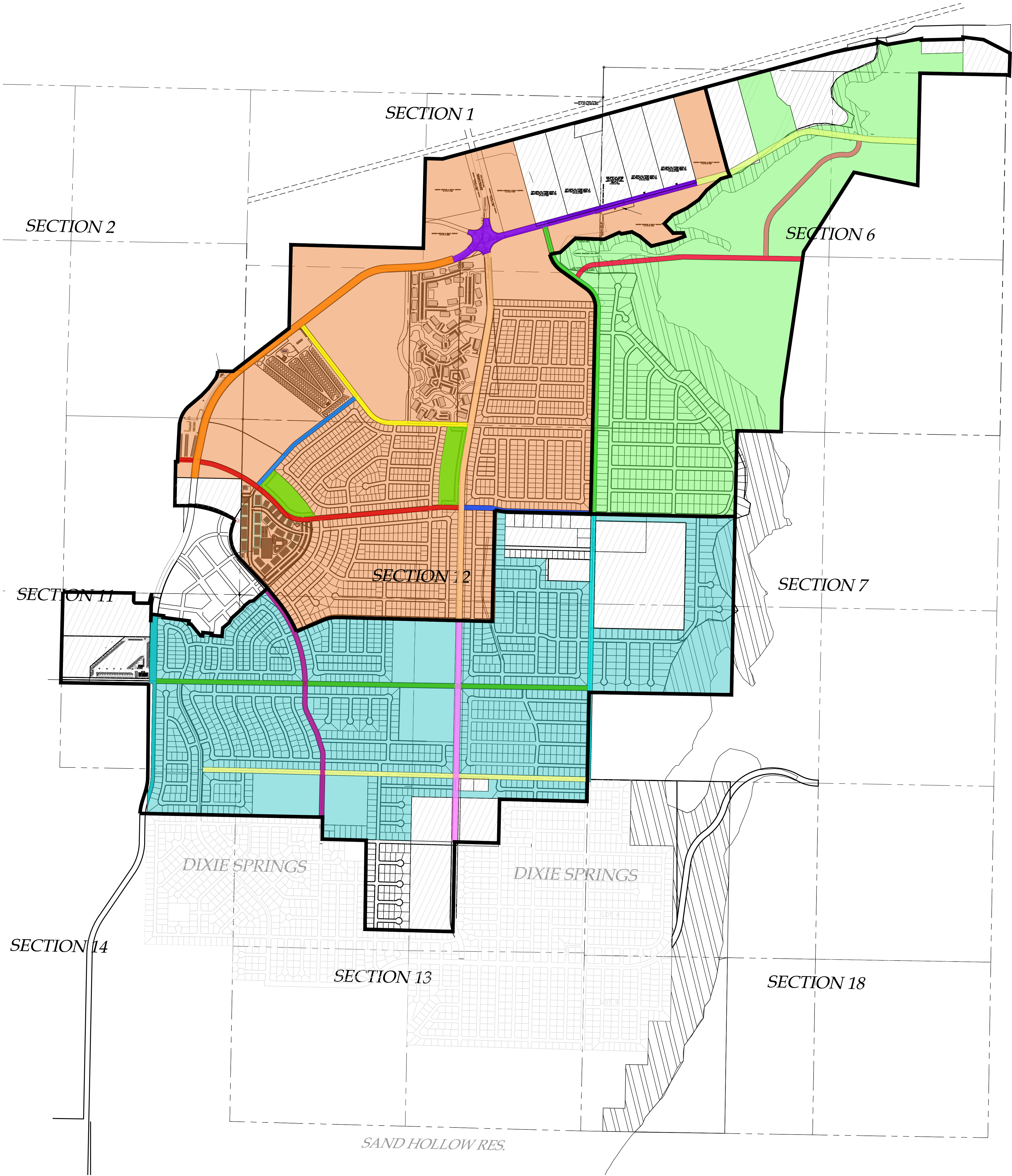
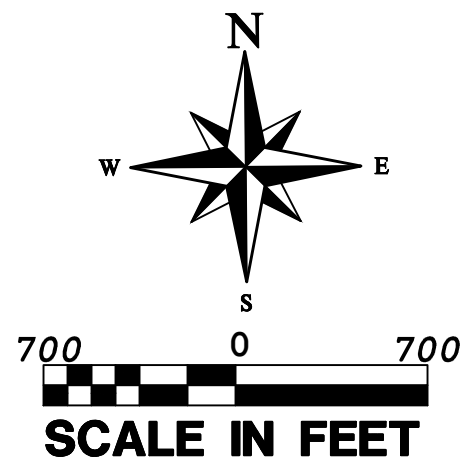


TABLE OF IMPROVEMENTS

MAP LOCATION	ITEM	P.I.D. PHASE 1 ESTIMATE					MAP LOCATION	ITEM	P.I.D. PHASE 2 ESTIMATE					MAP LOCATION	ITEM	P.I.D. PHASE 3 ESTIMATE				
A	ROAD A (70') South Leg	4552	LF	\$	795.00	\$ 3,618,840.00	H	ROAD H (90') Star Ave Cont.	3532	LF	\$	875.00	\$ 3,090,500.00	M	ROAD M (106') S. H. RD Cont.	1002	LF	\$	998.00	\$ 999,996.00
B	ROAD B (70') North Leg	3272	LF	\$	795.00	\$ 2,601,240.00	I	ROAD I (70') NE Connector	2450	LF	\$	795.00	\$ 1,947,750.00	N	ROAD N (53') HALF S. H. RD	1800	LF	\$	744.00	\$ 1,339,200.00
C	ROAD C (90') 3700 West	3859	LF	\$	875.00	\$ 3,376,625.00	J	ROAD J (70') 1100 South	3465	LF	\$	794.00	\$ 2,751,210.00	O	ROAD O (70') TURF SOD ROAD	6522	LF	\$	795.00	\$ 5,184,990.00
D	ROAD D (106') S.H. RD	5712	LF	\$	998.00	\$ 5,700,576.00	K	ROAD K (70') Flora Tech 3400 W	4995	LF	\$	795.00	\$ 3,971,025.00	P	ROAD P (70') IRON BRIDGE BLVD	3828	LF	\$	795.00	\$ 3,043,260.00
E	ROAD E (60') BEHIND RV's	2032	LF	\$	765.00	\$ 1,554,480.00	L	ROAD L (70') South Leg Cont.	1992	LF	\$	795.00	\$ 1,583,640.00	Q	ROAD Q (90') 3700 WEST	3317	LF	\$	875.00	\$ 2,902,375.00
F	PARKS	14	ACRES	\$	250,000.00	\$ 3,500,000.00							R	ROAD R (70') 2300 SOUTH	5289	LF	\$	795.00	\$ 4,204,755.00	
G	STARGATE AVE - ROUND	1	LS	\$	3,400,000.00	\$ 3,400,000.00							S	ROAD S (70') Flora Tech 3400 WEST	4040	LF	\$	795.00	\$ 3,211,800.00	
	LESS CYPRUSS HALF	2500	LF	\$	(437.50)	\$ (1,093,750.00)						\$ 13,344,125.00							\$ 20,886,376.00	
						\$ 22,658,011.00														

MASTER PLAN MAP

1 OF 1

JOB NO.
281-2006

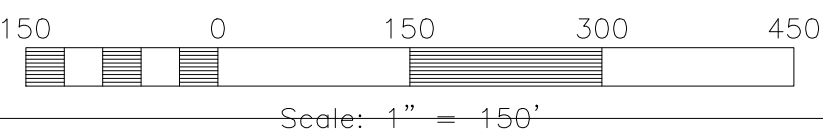
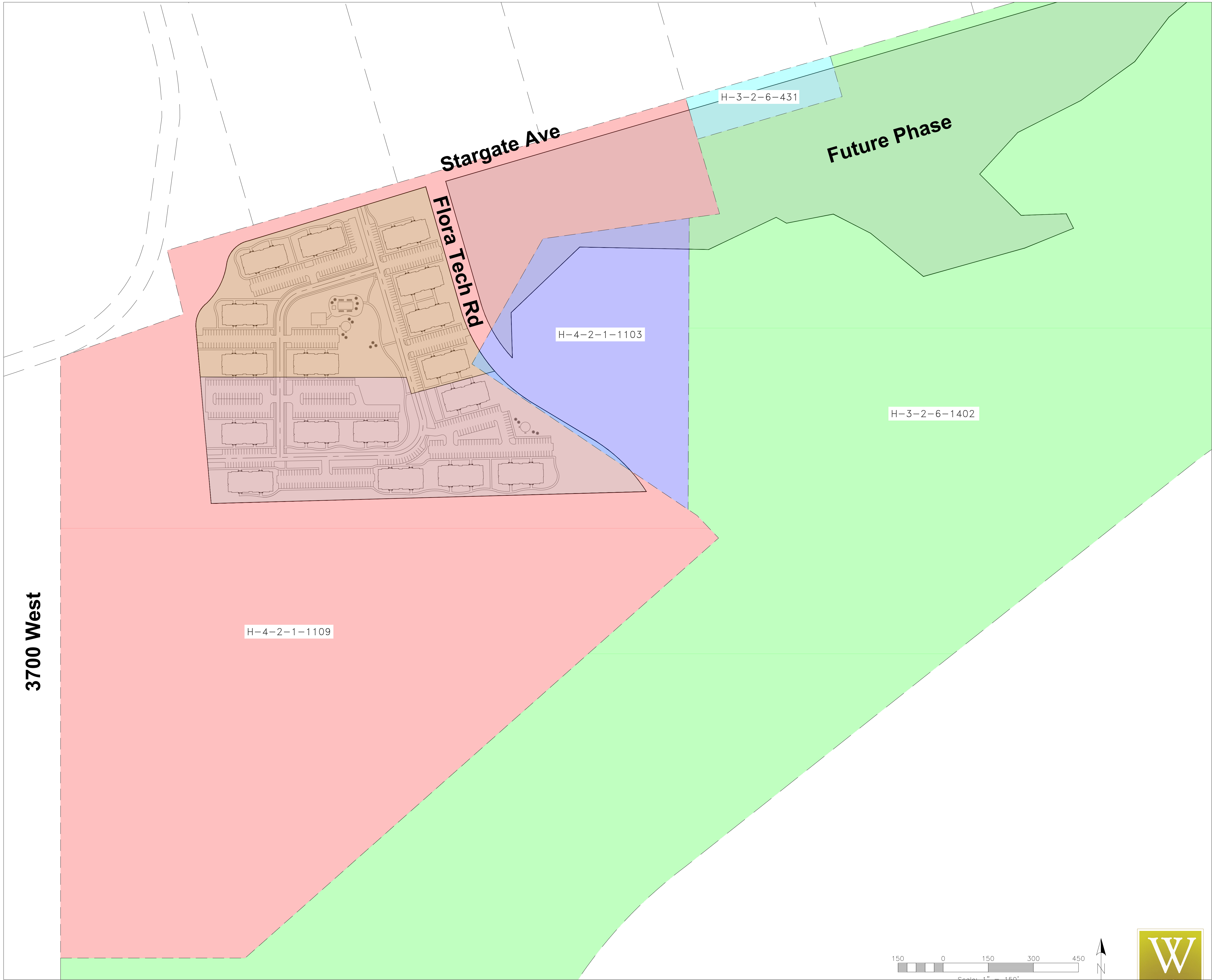
SHEET NO.

DATE: 2/18/2011
SCALE: 1"=120'

PID PHASE 1 IMPROVEMENT MAP FOR:
SAND HOLLOW GATEWAY
SAND HOLLOW RD
HURRICANE, WASHINGTON COUNTY, UTAH

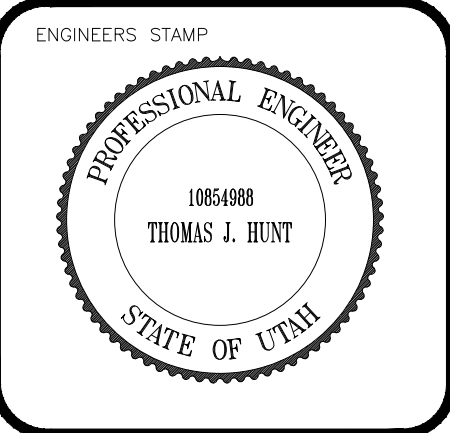
PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84757
Phone: (435) 668-8307

REVISIONS			
NO	DESCRIPTION	DATE	BY



Developer Contact:
Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

Revisions	Date



PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 1/08/2021
Name: Elim Valley

SHEET	
2	2
	SHEETS

Elim Valley
3700 west & Sand Hollow Road
Hurricane, UT

HE HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Recording Requested By, and
Return Recorded Document To:
Hurricane City
147 N 870 W
Hurricane, UT 84737

**DEVELOPMENT AGREEMENT
FOR
ELIM VALLEY ZONE CHANGE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20____ (the "Effective Date"), by and between HURRICANE CITY, a Utah municipal corporation (hereinafter referred to as "City") and WESTERN MORTGAGE & REALTY COMPANY, a Washington Corporation (hereinafter referred to collectively as "Developer.") The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 26.567 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On _____, the City Council approved a zone change subject to and conditioned upon the terms and conditions of this Development Agreement, as set forth in the Hurricane City Council Meeting Minutes for _____, attached as EXHIBIT B.

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council has further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

E. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

F. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The City Council has, contingent on the terms of this Agreement, approved the zoning designation of the Property to be RM-3 Zoning, which shall be subject to all zoning requirements for RM-3 Zoning except as listed within this Agreement.

3. Lot Number Limitations and Requirements. Any future subdivision of the Property shall not exceed 354 units. All units within the subdivision shall comply with RM-3 zoning standards at the time of preliminary plat application and approval.

4. General Development Terms. The Developer shall comply with all requirements and standards established in Hurricane City Code, Master Plans, and Design Standards. Except as expressly stated herein, nothing in this Agreement shall amend or replace any requirements by City, State, Federal, Fire, other local development agreements or restrictions, or other applicable regulations.

5. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Western MTG & Realty Co
6610 W Court ST
Pasco, WA 99301

To the City: City of Hurricane
Attention: Dayton Hall, City Attorney
147 N 870 W
Hurricane, UT 84737

6. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “successor” includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party’s submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

7. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:
CITY OF HURRICANE

By: _____
Mayor Nanette Billings

DEVELOPER:

By: _____
Name:

STATE OF UTAH)
 :ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 2022, personally appeared before me **Nanette Billings**, who being by me duly sworn, did say that she is the Mayor of Hurricane City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that she executed the same.

Notary Public

STATE OF UTAH)
 :ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that s/he is the _____ of **WESTERN MORTGAGE & REALTY COMPANY**, a Washington Corporation, and that the above instrument was signed on behalf of said corporation by authority if its by-laws (or by a resolution of its board of directors) and _____ duly acknowledged to me that said corporation executed the same

Notary Public

EXHIBIT A: Legal Description of Property

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN;
THENCE S01°22'30"W, ALONG THE SECTION LINE, 425.62 FEET; THENCE WEST 13.89 FEET TO THE **POINT OF BEGINNING**.

THENCE N88°39'15"W 1614.48 FEET; THENCE N03°03'50"W 627.89 FEET;
THENCE N12°46'00"W 60.89 FEET TO THE SOUTH BOUNDARY LINE OF STARGATE AVENUE;
THENCE ALONG THE SOUTH BOUNDARY LINE THE FOLLOWING NINE (9) COURSES:
THENCE N67°12'10"E 39.31 FEET;
THENCE N77°20'04"E 15.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF A 90.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (LONG CHORD BEARS: N07°15'35"E 61.34 FEET), CENTER POINT LIES N77°20'04"E THROUGH A CENTRAL ANGLE OF 39°51'02" A DISTANCE OF 62.60 FEET;
THENCE N27°11'05"E 27.95 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS: N41°51'02"E 70.89 FEET), CENTER POINT LIES S62°48'55"E THROUGH A CENTRAL ANGLE OF 29°19'52" A DISTANCE OF 71.67 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF A 616.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (LONG CHORD BEARS: N59°29'19"E 63.89 FEET), CENTER POINT LIES S33°29'02"E THROUGH A CENTRAL ANGLE OF 05°56'42" A DISTANCE OF 63.92 FEET;
THENCE N61°01'44"E 64.74 FEET; THENCE N71°36'19"E 68.57 FEET;
THENCE N74°46'23"E 597.53 FEET; THENCE LEAVING THE SOUTH BOUNDARY LINE OF STARGATE AVENUE AND RUNNING S14°52'22"E 390.81 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF A 477.83 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS: S32°49'31"E 294.56 FEET), CENTER POINT LIES N75°07'38"E THROUGH A CENTRAL ANGLE OF 35°54'18" A DISTANCE OF 299.43 FEET;
THENCE S54°14'48"E 460.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS: S34°00'19"E 276.78 FEET), CENTER POINT LIES S35°45'12"W THROUGH A CENTRAL ANGLE OF 40°28'58" A DISTANCE OF 282.62 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1157263 SQUARE FEET OR 26.567 ACRES.

EXHIBIT B
Hurricane City Council Minutes

ORDINANCE NO 2022-46

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCELS H-4-2-1-1109 AND H-4-2-1-1103 FOR SECTION OF R1-15 AND R1-6 TO
RM-3

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

WHEREAS, the proposed amendment is generally compatible with the current General
Plan's map for future use; and

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

WHEREAS, with the approval of the Sand Hollow Gateway PID, the roadway alignment
have slightly changed and the City generally prefers zoning boundaries to follow roadways,
landmarks, or parcel boundaries; and

WHEREAS, the City Council does not wish to increase the over density of the
development; and

WHEREAS, the Planning Commission gave a positive recommendation for the zone
change subject that zone change

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

1. That portions of PARCEL H-4-2-1-1109 and H-4-2-1-1103 be rezoned as shown
in the following legal description attached in Exhibit A to RM-3.
2. That the zone change is conditioned on the City and property owner signing the
attached development agreement in Exhibit B.

PASSED AND APPROVED on this 1st day of September 2022.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th day of August 2022. 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
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DEVELOPMENT AGREEMENT

Stephen Nelson

From: Logan Johnson <Logan@wrightdevelopment.com>
Sent: Thursday, September 8, 2022 5:28 PM
To: Stephen Nelson; Thomas Hunt
Subject: RE: Elim Valley Rezone
Attachments: 220908 Elim Valley RM-3 Zone Change Development Agreement - wdg RL.docx; Elim Valley Civil Set 2022.09.07-Rezone Exhibit.pdf; Elim Valley 12-5-2019_APPROVED.pdf

Stephen,

Here is what we would like to present as Option B. We understand the councils frustration that every time these road realignments happen, there is a small up-zone in the slivers that get lumped into the finalized sites. This Option B places the burden of the density restriction on Phase II of the project instead of Phase I.

The number of units allowed to be built does not change from the approved zoning map. This would allow Phase I to be a clean RM-15 zone, while limiting the number of units that can be built on phase II to 322 units/acre. We see this as beneficial largely because of the site constraints on Phase II. Phase II is oddly shaped, up against a bluff and closer to commercial uses. The flexibility allowed in this Option B would greatly help the property owner, while allowing no effective up-zoning.

Let me know if you need more clarification.

Logan Johnson | Wright Development Group | 801.649.9798

From: Stephen Nelson <stephen@cityofhurricane.com>
Sent: Wednesday, August 31, 2022 3:11 PM
To: Thomas Hunt <Thomas@wrightdevelopment.com>
Cc: Logan Johnson <Logan@wrightdevelopment.com>
Subject: RE: Elim Valley Rezone

Logan and Thomas,

Here is the clean version of the development agreement.

Stephen Nelson, AICP

*Hurricane City
Planning Director
(435) 635-2811*



PLANNING & ZONING
HURRICANE CITY
UTAH

From: Stephen Nelson
Sent: Wednesday, August 31, 2022 10:50 AM

To: Thomas Hunt <Thomas@wrightdevelopment.com>

Cc: Logan Johnson <Logan@wrightdevelopment.com>

Subject: RE: Elim Valley Rezone

Thomas,

Here is the proposed DA for your zone change. Our meeting starts at 7:30 because of the Peach Days Opening, which is also taking place tomorrow. Please let me know if you have any questions.

Stephen Nelson, AICP

Hurricane City

Planning Director

(435) 635-2811



PLANNING & ZONING
HURRICANE CITY
UTAH

From: Thomas Hunt <Thomas@wrightdevelopment.com>

Sent: Monday, August 22, 2022 9:54 AM

To: Stephen Nelson <stephen@cityofhurricane.com>

Cc: Logan Johnson <Logan@wrightdevelopment.com>

Subject: RE: Elim Valley Rezone

Stephen,

I'm still trying to figure out what happened in the City Council Meeting last week and what was approved and what it means. From what I understand, it essentially means the entire parcel will be zoned RM-3, but with a density cap of roughly 350 units instead of the 398. Can you let me know what the next steps are?

Thomas Hunt, PE

Principal Engineer

Wright Development Group

1178 W. Legacy Crossing Blvd, Suite 100

Centerville, Utah 84014

Office 801.773.7339

Cell 801.664.4724

Thomas@wrightdevelopment.com



From: Thomas Hunt

Sent: Monday, August 15, 2022 11:05 AM

To: Stephen Nelson <stephen@cityofhurricane.com>

Subject: RE: Elim Valley Rezone

H-4-2-1-1109 & H-4-2-1-1103

Thomas Hunt, PE

Principal Engineer

Wright Development Group

1178 W. Legacy Crossing Blvd, Suite 100

Centerville, Utah 84014

Office 801.773.7339

Cell 801.664.4724

Thomas@wrightdevelopment.com



From: Thomas Hunt

Sent: Monday, August 15, 2022 11:02 AM

To: Stephen Nelson <stephen@cityofhurricane.com>

Subject: FW: Elim Valley Rezone

See attached.

Thomas Hunt, PE

Principal Engineer

Wright Development Group

1178 W. Legacy Crossing Blvd, Suite 100

Centerville, Utah 84014

Office 801.773.7339

Cell 801.664.4724

Thomas@wrightdevelopment.com



From: Thomas Hunt

Sent: Friday, August 12, 2022 8:33 AM

To: 'Fred Resch' <fred@cityofhurricane.com>; 'Stephen Nelson' <stephen@cityofhurricane.com>

Cc: Logan Johnson <Logan@wrightdevelopment.com>

Subject: RE: Elim Valley Rezone

Fred/Stephen,

Thanks for your presentation last night for our rezone request. I thought it went pretty smoothly. I believe we now need to head to City Council for approval. Can you send me when that meeting is scheduled?

I will start working on an updated concept plan per all of the comments that you have sent me and try to have something back to you prior to the City Council meeting just in case they want to see what the concept plan will look like.

Thanks!

Thomas Hunt, PE

Principal Engineer

Wright Development Group

1178 W. Legacy Crossing Blvd, Suite 100

Centerville, Utah 84014

Office 801.773.7339

Cell 801.664.4724

Thomas@wrightdevelopment.com



From: Thomas Hunt

Sent: Thursday, August 11, 2022 4:37 PM

To: Fred Resch <fred@cityofhurricane.com>; Stephen Nelson <stephen@cityofhurricane.com>

Cc: Brienna Spencer <brienna@cityofhurricane.com>; Logan Johnson <Logan@wrightdevelopment.com>

Subject: RE: Elim Valley Rezone

Fred,

I am planning on attending the meeting tonight via Zoom with my coworker Logan (cc'd on email). I know I provided this to you as part of the rezone application documents (see map area in blue being rezoned), but we just want to emphasize that the reason why this rezone is needed is because the final/approved roadway network doesn't match the approved zoning maps. So we are just trying to align the two maps together, not as a request to increase any density.

Thanks and I look forward to seeing you tonight.

Thomas Hunt, PE

Principal Engineer

Wright Development Group

1178 W. Legacy Crossing Blvd, Suite 100

Centerville, Utah 84014

Office 801.773.7339

Cell 801.664.4724

Thomas@wrightdevelopment.com



From: Fred Resch <fred@cityofhurricane.com>

Sent: Monday, July 18, 2022 10:14 AM

To: Thomas Hunt <Thomas@wrightdevelopment.com>; Stephen Nelson <stephen@cityofhurricane.com>

Cc: Brienna Spencer <brienna@cityofhurricane.com>

Subject: RE: Elim Valley Rezone

Thomas,

Since there are very few property owners in the vicinity of this project we'll just handle the letters and envelopes for you. You'll need to call our Planning Technician Brienna at 435-635-2811 ext. 112 to pay the application fee. Once we get

that you'll be on the Planning Commission agenda for August 11th. We'll let you know if we need anything else once we start our review. Let me know if you need anything else.

Fred Resch III

Assistant City Planner/Code Enforcement

Hurricane City

P: (435) 635-2811 x 110

E: fred@cityofhurricane.com



From: Thomas Hunt <Thomas@wrightdevelopment.com>

Sent: Monday, July 18, 2022 9:58 AM

To: Stephen Nelson <stephen@cityofhurricane.com>; Fred Resch <fred@cityofhurricane.com>

Subject: Elim Valley Rezone

Stephen/Fred,

Attached are the documents needed to finalize the small sections of property that are needing to be rezoned. The only thing it doesn't contain is the stamped envelopes with adjacent property owners. Where this project is so in flux with design/ownership, I wasn't certain how to track that down.

If you can review and let me know what else is needed so we can move forward, that would be great.

Thanks!

Thomas Hunt, PE

Principal Engineer

Wright Development Group

1178 W. Legacy Crossing Blvd, Suite 100

Centerville, Utah 84014

Office 801.773.7339

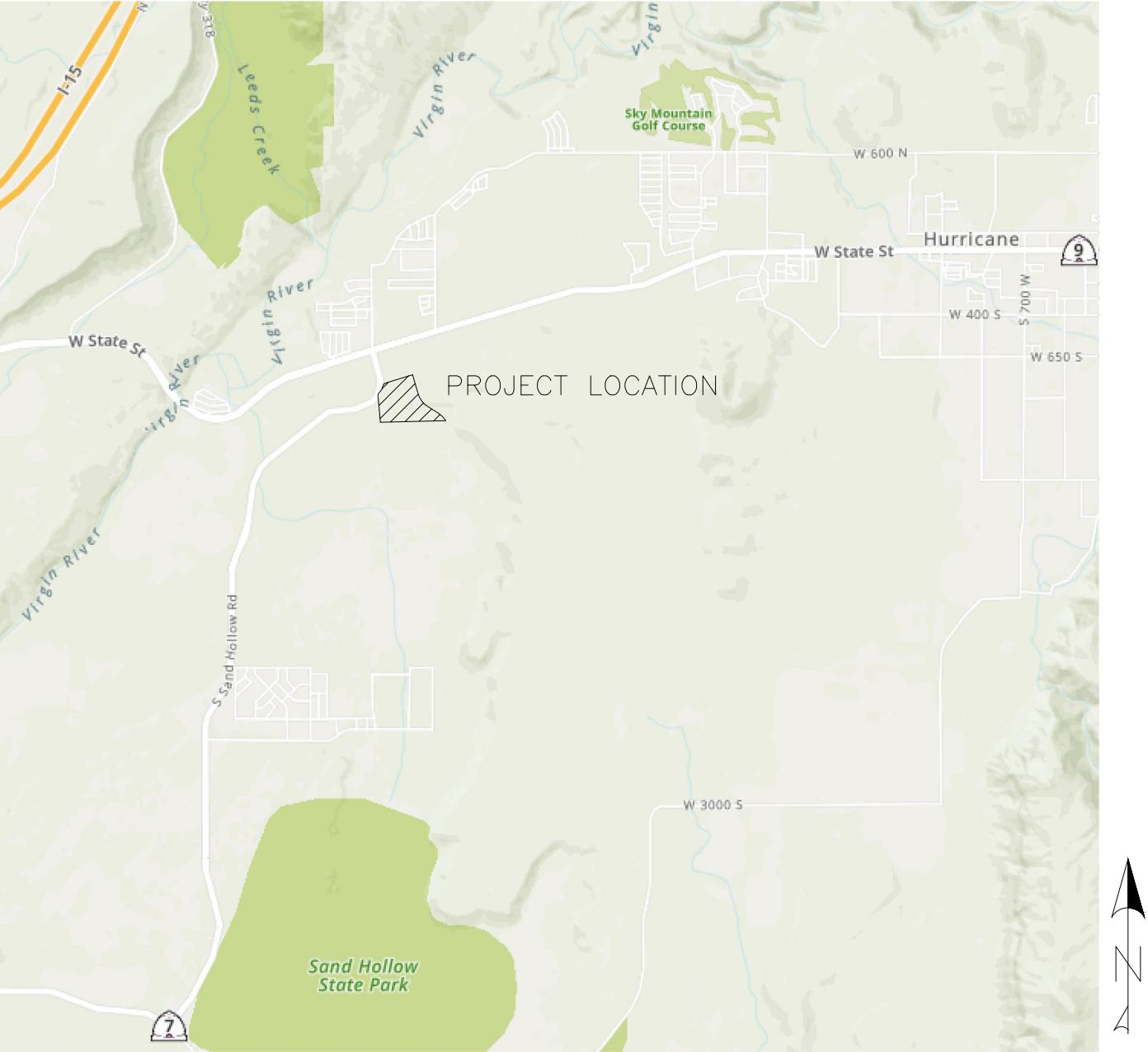
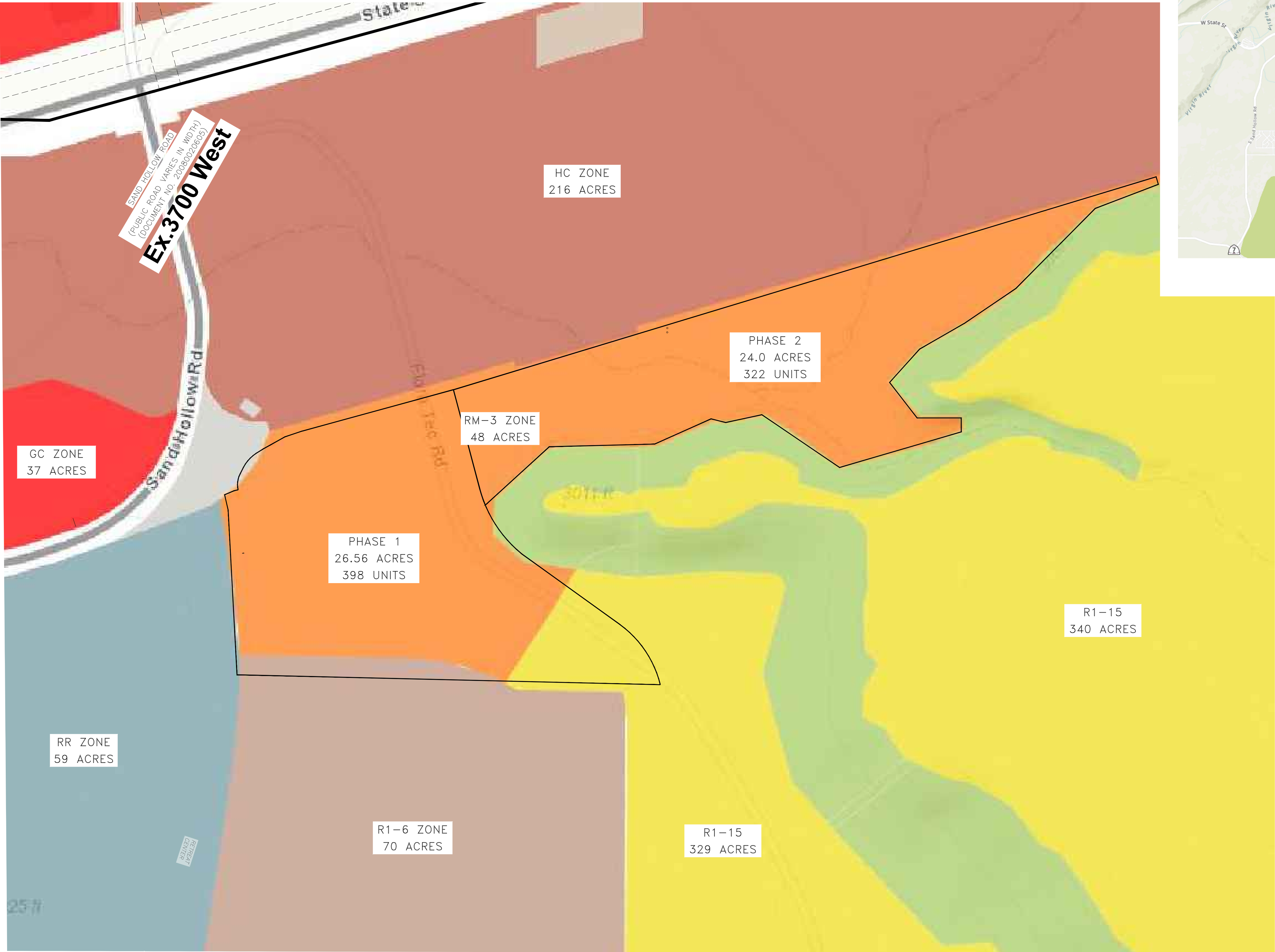
Cell 801.664.4724

Thomas@wrightdevelopment.com



Elim Valley

Preliminary Plat

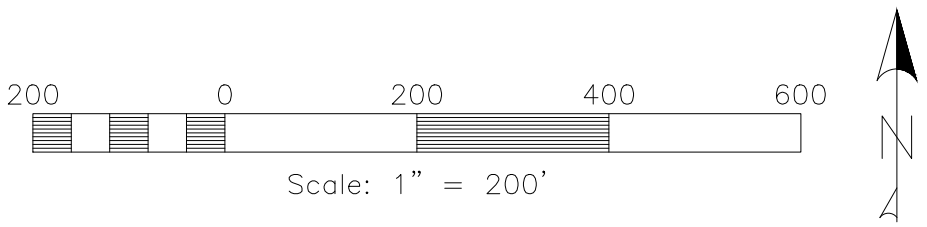


Vicinity Map
NTS

48 ACRES X 15 UNITS/ACRE = 720 UNITS

PHASE 1 - 26.56 ACRES = 398 UNITS

PHASE 2 - 24.0 ACRES = MAX 322 UNITS



Developer Contact:
Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

H HUNT
ENGINEERING, LLC

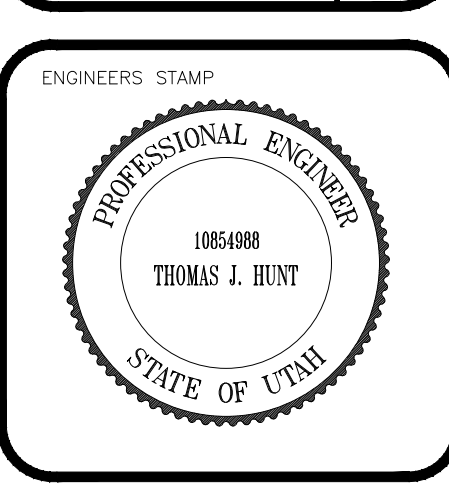
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Elim Valley

East Quarter Corner of Section 1, Township 42
South, Range 14 West, Salt Lake Base & Meridian
3700 West & Sand Hollow Road
Hurricane, Washington County, UT

Density Exhibit

Revisions	Date



PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/02/2021
Name: Elim Valley

SHEET	1
1	SHEETS

Recording Requested By, and
Return Recorded Document To:
Hurricane City
147 N 870 W
Hurricane, UT 84737

**DEVELOPMENT AGREEMENT
FOR
ELIM VALLEY ZONE CHANGE**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 20____ (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation (hereinafter referred to as “City”) and WESTERN MORTGAGE & REALTY COMPANY, a Washington Corporation (hereinafter referred to collectively as “Developer.”) The City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

A. Developer is the owner of approximately ~~26.56724~~ 48 acres of land located within the City of Hurricane as is more particularly described as phase 2 on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”).

B. On _____, the City Council approved a zone change subject to and conditioned upon the terms and conditions of this Development Agreement, as set forth in the Hurricane City Council Meeting Minutes for _____, attached as EXHIBIT B.

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City’s general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council has further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

E. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

F. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The City Council has, contingent on the terms of this Agreement, approved the zoning designation of the Property to be RM-3 Zoning, which shall be subject to all zoning requirements for RM-3 Zoning except as listed within this Agreement.

3. Lot Number Limitations and Requirements. The density for the total area shown on EXHIBIT C shall not exceed a total of 720 total units. Phase 1 shall contain no more than 398 total units. Any future subdivision of the Property shall not exceed 354 ~~322~~ units. All units within the subdivision shall comply with RM-3 zoning standards at the time of preliminary plat application and approval.

4. General Development Terms. The Developer shall comply with all requirements and standards established in Hurricane City Code, Master Plans, and Design Standards. Except as expressly stated herein, nothing in this Agreement shall amend or replace any requirements by City, State, Federal, Fire, other local development agreements or restrictions, or other applicable regulations.

5. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Western MTG & Realty Co
6610 W Court ST

Pasco, WA 99301

To the City: City of Hurricane
Attention: Dayton Hall, City Attorney
147 N 870 W
Hurricane, UT 84737

6. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “successor” includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party’s submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

7. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:
CITY OF HURRICANE

By: _____
Mayor Nanette Billings

DEVELOPER:

By: _____
Name: _____

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

On the ____ day of _____, 2022, personally appeared before me **Nanette Billings**, who being by me duly sworn, did say that she is the Mayor of Hurricane City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that she executed the same.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

On the ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that s/he is the _____ of **WESTERN MORTGAGE & REALTY COMPANY**, a Washington Corporation, and that the above instrument was signed on behalf of said corporation by authority if its by-laws (or by a resolution of its board of directors) and _____ duly acknowledged to me that said corporation executed the same

Notary Public

EXHIBIT A

REPLACE WITH FULL PAGE OF LEGAL:

All of parcel H-3-2-6-1410-GS1 (main phase II parcel)

All of parcel H-3-2-6-431-GS1 (small sliver)

A portion of parcel H-4-2-1-1111-GS1 (wrap above bluff)

A portion of parcel H-4-2-1-1112-GS1 (shared with Phase I)

Also see “Density Exhibit”

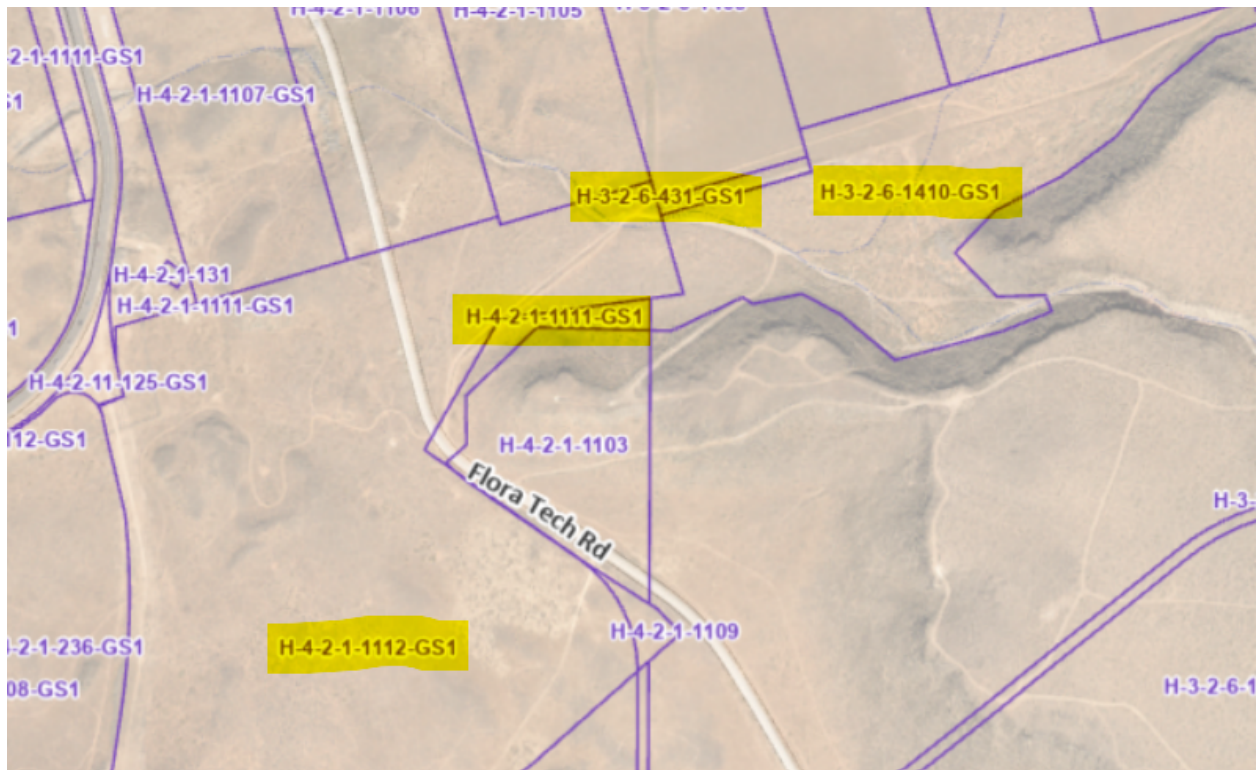


EXHIBIT B
Zone Change Hurricane City Council Minutes

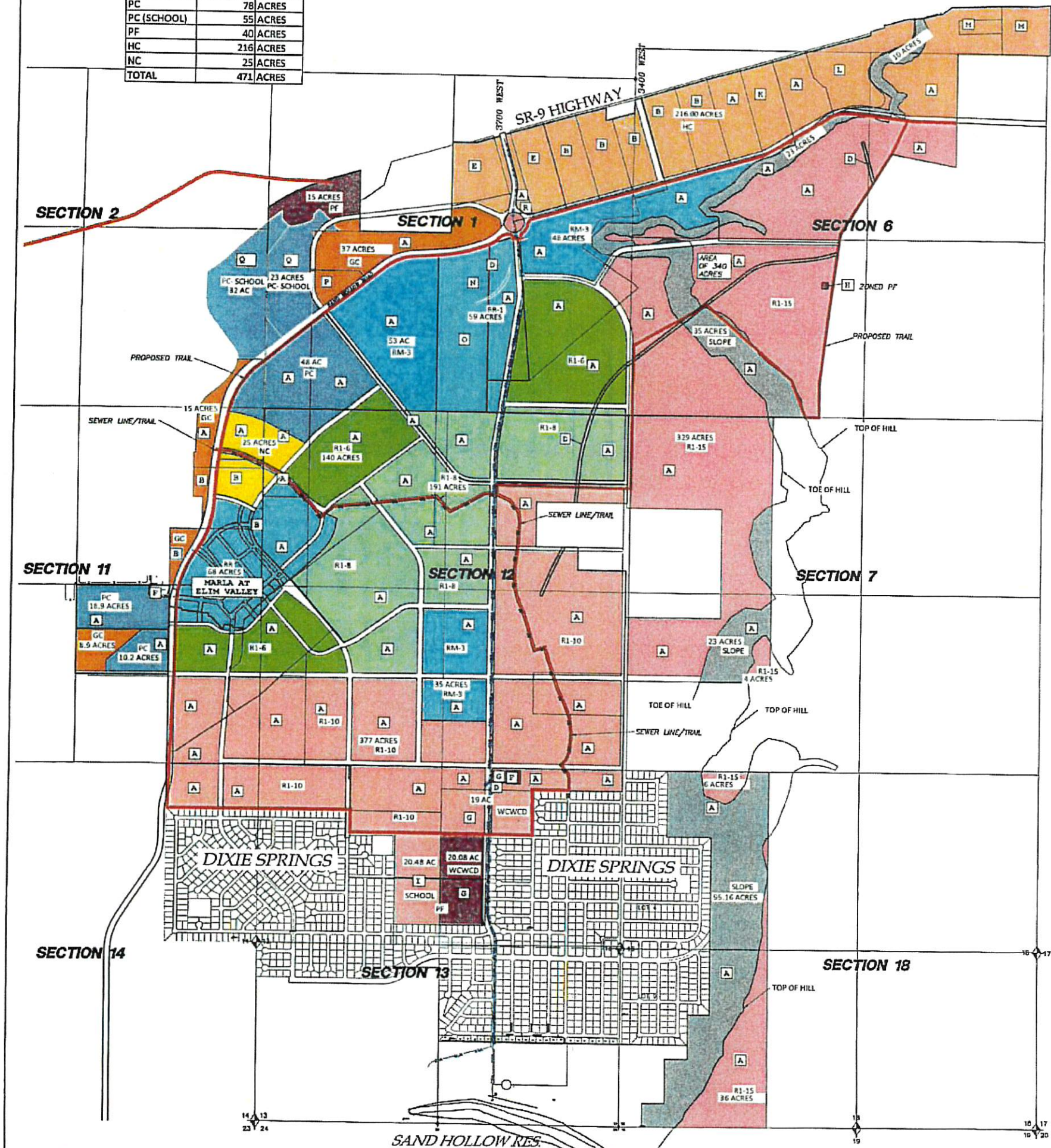
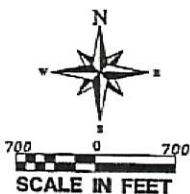
EXHIBIT C

Elim Valley Phase Map and Unit Count

EXHIBIT D
City Council Minutes

DENSITY CALCULATION		
ZONE	ACRES	UNITS
RR-1	59	885
RR-MARLA	68	387
RM-3	139	2085
R1-6	140	813
R1-8	191	832
R1-10	363	1265
R1-15	375	870
TOTAL	1335	7137
GC	57 ACRES	
PC	78 ACRES	
PC (SCHOOL)	55 ACRES	
PF	40 ACRES	
HC	216 ACRES	
NC	25 ACRES	
TOTAL	471 ACRES	

ZONE CHANGE MAP FOR: ELIM VALLEY LOCATED ON SAND HOLLOW RD, HURRICANE WASHINGTON COUNTY, UTAH



PROPOSED ZONE LEGEND:		OWNERS LEGEND:	
RR: RECREATIONAL RESORT ZONE	OS: OPEN SPACE	WESTERN MORTGAGE & REALTY CO. PARCELS:	WESTERN MORTGAGE & REALTY COMPANY - 20 PARCELS - SEE PARCEL NUMBERS IN TABLE TO THE LEFT.
R1-15: RESIDENTIAL - 1 UNIT PER 15,000 SQ. FT.	R1-10: RESIDENTIAL - 1 UNIT PER 10,000 SQ. FT.	H-4-2-1-1103	CYPRESS CAPITAL XI LLC, ET AL - PARCELS H-4-2-1-1105&1106, H-3-2-6-1403,1404,&1405 & H-4-2-11-126,127&128.
R1-8: RESIDENTIAL - 1 UNIT PER 8,000 SQ. FT.	R1-6: RESIDENTIAL - 1 UNIT PER 6,000 SQ. FT.	H-4-1-36-2008	JMS HOLDINGS LLC: PARCELS H-3-2-6-1406 & H-3-2-6-1408 & H-4-2-1-126,127&128.
RM-3: MULTI-FAMILY - 15 UNITS PER ACRE	GC: GENERAL COMMERCIAL	H-4-2-1-1109	ELIM VALLEY PLANNING & DEV. LL - PARCELS H-3-2-6-340, H-4-2-1-1104 & H-4-2-1-1107.
NC: NEIGHBORHOOD COMMERCIAL	HC: HIGHWAY COMMERCIAL	H-4-2-1-1125	WESTERN MORTGAGE & REALTY COMPANY - PARCELS H-4-2-1-1123 & H-4-2-1-1107.
PC: PLANNED COMMERCIAL	M-1: LIGHT INDUSTRIAL	H-4-2-1-1109	DIXIE ESCALANTE RURAL ELECTRIC - PARCELS H-4-2-1-13-1407-SA & H-4-2-1-1107.
PF: PUBLIC FACILITY (SCHOOL) W/ R1-10 ZONING	WCVCD/DIXIE REA/HURRICANE CITY (PUBLIC FACILITIES)	H-4-2-1-1113	WASHINGTON CO. WATER CONSERVANCY DISTRICT - PARCELS H-4-2-1-13-1405 & H-4-2-1-13-1491.
PROPOSED TRAIL		H-4-2-1-1112	HURRICANE CITY - PARCELS H-3-2-6-3100 & H-3-2-6-3101.
		H-4-2-1-1124	WASHINGTON CO. BOARD OF EDUCATION - PARCEL H-4-2-1-13-1492.
		H-4-2-2-2302	NOT USED
		H-3-2-18-4100	REV INVEST 1 LP, PERRY J FALK, ET AL - PARCEL H-3-2-6-1407.
			DOS RIOS LC - PARCEL H-3-2-6-1409.
			VIRTUS INVESTMENTS I - PARCELS H-3-1-31-220 & H-3-1-31-221.
			SMF EASEMENT LLC - PARCEL H-4-2-1-1108.
			SECURE PRIVATE FUND LLC - PARCEL H-4-2-1-234.
			JASON & HOLLY CURTIS - PARCEL H-4-2-1-240.
			BIG SPRINGS PROPERTIES LLC - PARCELS H-4-2-2-120012 & H-4-2-1-1114.
			QUESTAR GAS - PARCEL H-4-2-1-131.

1 OF 1

SECTION NO.

DATE

BY

ZONE CHANGE MAP FOR:

ELIM VALLEY

SAND HOLLOW RD

HURRICANE, WASHINGTON COUNTY, UTAH

PRO VALUE ENGINEERING, INC.

Engineers • Land Surveyors • Land Planners

20 South 650 East, Suite 1

Hurricane City, Utah 84737

Phone: (435) 846-8501

Fax: (435) 439-3670

REVISIONS			
NO	DESCRIPTION	DATE	BY

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH
AMENDING SECTION 9-1-3 TO THE HURRICANE CITY CODE GOVERNING
ISSUANCE OF BUILDING PERMITS.**

WHEREAS the City Council of Hurricane, Utah desires to amend Section 9-1-3 of the Hurricane City Code governing issuance of building permits;

WHEREAS Hurricane City is characterized by the presence of subsurface water, groundwater, unstable soils and other geological hazards that often are not readily apparent and sometimes are not identified until after construction of improvements are underway or complete;

WHEREAS the City Council of Hurricane, Utah finds it is necessary to require a signed acknowledgement, waiver, and release for geologic hazards for the issuance of any building permit within the City limits;

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 Section 9-1-3 of the Hurricane Code is amended, as follows:

Sec. 9-1-3. Issuance of building permits.

- A. The City acknowledges the existence of areas within the City that are characterized by the presence of subsurface water, groundwater, unstable soils and other geological hazards which carry an increased risk of damage to, diminution in value of, and the likelihood of additional costs and expenses for maintenance, repair and replacement of homes, structures or other improvements constructed or maintained in these areas.
- B. As a general policy, therefore, the City discourages residential and commercial development in these areas; however, the City also recognizes the right of private property owners to utilize their property at their own risk for any purpose not prohibited by law. The City recognizes that these geological hazards are often not readily apparent and sometimes are not identified until after construction of improvements are underway or complete.
- C. In order to minimize or avoid these increased risks and/or additional costs, each property owner, as a condition of obtaining a building permit, shall: (1) obtain a geotechnical report from a qualified engineer and (2) agree to strictly follow all recommendations contained therein. **Property owners applying for a building permit to (1) construct an accessory building on a developed lot or (2) remodel an existing building shall not be required to obtain a geotechnical report, except as may be required by the Hurricane City Building Official on a case-by-case basis.**
- D. The issuance of a building permit by the City is not, and should not in any way be interpreted or construed as, a guarantee, **representation, warranty, or assurance of any kind:** (1) **as to the lack of geological hazards on the property;** (2) as to the reliability or soundness of any geotechnical report obtained by the owner; or (3) that any home, structure or other improvement constructed on the property in accordance with any such geotechnical report

will be free from damages, diminution in value, and/or increased costs and expenses for maintenance, repair and replacement because of subsurface water, groundwater, unstable soils or other geological hazards.

- E. The City shall not be responsible or liable for mitigation of any damage to, diminution in value of, and payment of any costs and expenses for maintenance, repair or replacement of any home, structure or other improvement constructed or maintained on property resulting from the presence of subsurface water, groundwater, unstable soil, or any other geological hazard.
- F. In consideration of the issuance by the City of a building permit, the owner shall be required to sign an acknowledgment, waiver, and release in substantially the following form:

When Recorded Return to:

Hurricane City
147 N. 870 West
Hurricane, UT 84737

Parcel ID#: H-_____

Legal Description:_____

Acknowledgement, Waiver, and Release

In consideration of the agreement by Hurricane City to issue the undersigned property owner a building permit for the construction of a home, structure or other improvement upon the real property described below, the undersigned acknowledges, covenants and agrees as follows:

1. I am aware that subsurface water, high groundwater, unstable soil conditions, or other geological hazards have been found to exist in areas of Hurricane City, which may include the property described below.
2. I acknowledge that I have obtained from a competent engineer a geotechnical report which analyzes subsurface water, groundwater, and soil conditions on my property described below.
3. I acknowledge that it is my responsibility to cause the construction of my structure to be completed in strict compliance with the recommendations of any such geotechnical report, I agree to strictly comply with the recommendations of such geotechnical report, and I understand and agree that the inspections performed by Hurricane City will not include inspection for compliance with such geotechnical report.
4. In view of the foregoing, I agree on behalf of myself, my heirs, successors, and assigns to waive any and all claims as against Hurricane City, and, further, do hereby release Hurricane City from any and all liability for damages to, diminution in value of, and payment of all costs and expenses for maintenance, repair or replacement of any home, structure or improvement which is in any way attributable or related to subsurface water, groundwater, unstable soil conditions and/or any other geological hazards upon or under

the property described below, or by reason of my own or my agent's or contractor's violation of any applicable laws, ordinances, or City standards.

The covenants and agreements herein made shall run with the land and shall be binding upon the heirs, successors, and assigns of the undersigned.

THE REAL PROPERTY AFFECTED BY THIS AGREEMENT IS DESCRIBED AS:

Address: _____

Subdivision: _____ Phase: _____ Lot: _____

DATE: _____

Property Owner Signature

Property Owner Name (printed)

Property Owner Signature

Property Owner Name (printed)

(Owner Notary)

STATE OF UTAH)

: ss.

COUNTY OF WASHINGTON)

On the ____ day of _____, 20____, personally appeared before me _____, the signer(s) of the foregoing instrument, who did say that he/she/they is/are the owner(s) of the above-described property and that he/she/they has/have signed the foregoing instrument for the reasons stated therein.

Notary Public

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 1st day of September 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 1st day of September 2022. 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
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

Whereas, the Washington County Prevention Coalition and the Washington County Youth Coalition have designated the upcoming school year as an Alcohol-Free Year for Youth sponsored by REACH4HOPE and Southwest Prevention, a school year to set clear rules and expectations about NO underage drinking;

Whereas, alcohol used by those under the age of 21 negatively affects their health and safety, and thus the safety and well-being of all those living and working in the Communities of Washington County; and

Whereas, teens who use alcohol often progress to addictive behavior later in life, are at a much higher risk for developing mental illnesses as adults; and

Whereas, addictive behaviors and mental illnesses also greatly increase the risk of suicide; and

Whereas, underage drinking is a major public health problem that negatively impacts the brain development of our young people, causing a higher probability of early alcohol addiction, alcohol-related traffic accidents, and brain impairment; and

Whereas, under the Law, it is illegal for a minor to purchase, possess, or consume any alcoholic beverage, and it is illegal and punishable for anyone to sell, offer to sell, or furnish alcohol to a minor; and

Whereas, the Mayors of St. George City, Washington City, Hurricane City, Hildale City, Ivins City and Santa Clara City, in addition to the Commissioners of Washington County and the State of Utah are committed to the development of a major statewide public information campaign with the overall objectives of changing social norms regarding depression, suicide ideation, underage drinking, and risky behaviors; and

Whereas, we commend the overwhelming majority of our young people who are drug and alcohol-free, and we desire all of our youth to be drug and alcohol-free so as to develop in a healthy society; and

Now, therefore, We, as Mayors and Commissioners hereby proclaim our support and offer an invitation to the entire community to help encourage family bonding and reduce underage drinking in order to improve the health and safety of all youth and adults in Washington County. We invite all members of our community, including individuals, families, governments, schools, religious and civic organizations, to participate in and sponsor activities that will heighten awareness regarding the dangers of underage drinking to young people's health and safety, and will strengthen their ability and desire to refuse to drink alcohol; and

Whereas, we declare the 2022-2023 school year as an Alcohol-Free School Year for Youth to bring awareness to risky behaviors and underage drinking, and promote the bringing of families together.

Proclaimed this 1st Day of September 2022

Michele Randall – St. George City Mayor

Kress Staheli – Washington City Mayor

Rick Rosenberg – Santa Clara City Mayor

Chris Hart – Ivins City Mayor

Nanette Billings – Hurricane City Mayor

Donia Jessop – Hildale City Mayor

Victor Iverson – County Commissioner

Gil Almquist – County Commissioner

Adam Snow – County Commissioner

Nicolle Felshaw – County Administrator

SECOND SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2022

by and between

HURRICANE CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust
Dated as of April 1, 2017

Table of Contents

	Page
ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS	3
Section 1.1 <u>Supplemental Indenture</u>	3
Section 1.2 <u>Uniform Definitions</u>	3
Section 1.3 <u>Additional Definitions</u>	3
ARTICLE II ISSUANCE OF THE SERIES 2022 BONDS	4
Section 2.1 <u>Principal Amount, Designation and Series</u>	4
Section 2.2 <u>Advances of Proceeds</u>	4
Section 2.3 <u>Date, Payment Dates, and Interest</u>	4
Section 2.4 <u>Delinquent Payment</u>	6
Section 2.5 <u>Exchange of State Bonds</u>	6
Section 2.6 <u>Designation of Registrar</u>	6
Section 2.7 <u>Designation of Paying Agent</u>	7
Section 2.8 <u>Limited Obligation</u>	7
Section 2.9 <u>Optional Redemption and Redemption Prices</u>	7
Section 2.10 <u>Sale of Series 2022 Bonds</u>	7
Section 2.11 <u>Series 2022 Bonds as Initial Bonds</u>	7
ARTICLE III ADDITIONAL COVENANTS	8
Section 3.1 <u>Additional Covenants with Respect to the Series 2022 Bonds</u>	8
Section 3.2 <u>Tax Matters</u>	9
Section 3.3 <u>Disbursements</u>	10
ARTICLE IV APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS	11
Section 4.1 <u>Application of Proceeds of the Series 2022 Bonds</u>	11
Section 4.2 <u>Series 2022 Acquisition/Construction Account</u>	11
Section 4.3 <u>Series 2022 Debt Service Reserve Account</u>	11
ARTICLE V MISCELLANEOUS	12
Section 5.1 <u>Confirmation of Sale of Series 2022 Bonds</u>	12
Section 5.2 <u>Severability</u>	12
Section 5.3 <u>Counterparts</u>	12
Section 5.4 <u>Applicable Law</u>	12
Section 5.5 <u>Effective Date</u>	12
<u>EXHIBIT A</u> <u>DESCRIPTION OF PROJECT</u>	A-1
<u>EXHIBIT B-1</u> <u>FORM OF STATE BONDS–SERIES 2022</u>	B-1-1
<u>EXHIBIT B-2</u> <u>FORM OF EXCHANGE BONDS–SERIES 2022</u>	B-2-1
<u>EXHIBIT C</u> <u>COST OF ISSUANCE DISBURSEMENT REQUEST</u>	C-1
<u>EXHIBIT D</u> <u>FORM OF REQUISITION</u>	D-1

SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Second Supplemental Indenture of Trust, dated as of _____, 2022, by and between Hurricane City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer has previously entered into a General Indenture of Trust, dated as of April 1, 2017 (the “General Indenture”), as previously supplemented with the Trustee; and

WHEREAS, the Issuer desires to issue a Series of Bonds to finance all or a portion of the costs of improvements to the Issuer’s water system (the “System”), including the acquisition and installation of secondary water meters, and all related improvements (collectively, the “Series 2022 Project”); and

WHEREAS the Issuer has determined to issue its Water Revenue Bonds, Series 2022 in the aggregate principal amount of \$_____ (the “Series 2022 Bonds”) in order to (i) finance the Series 2022 Project and (ii) pay the costs of issuance of the Series 2022 Bonds herein authorized; and

WHEREAS, the Series 2022 Bonds will be authorized, issued, and secured under the General Indenture, as previously supplemented, and as further supplemented by this Second Supplemental Indenture of Trust (the “Second Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, the State of Utah Department of Natural Resources, Board of Water Resources (the “Board of Water Resources”) has agreed to purchase the Series 2022 Bonds upon the terms and conditions herein set forth; and

WHEREAS, the execution and delivery of the Series 2022 Bonds and of this Second Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2022 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Second Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2022 Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time

to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Second Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, as supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security, and protection of all Reserve Instrument Providers, without privilege, priority, or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery, or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Second Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Uniform Definitions. All terms which are defined in the General Indenture shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below.

Section 1.3 Additional Definitions. In addition, for purposes of the General Indenture and this Second Supplemental Indenture, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

“Board of Water Resources” means the State of Utah Department of Natural Resources, Board of Water Resources.

“Debt Service Reserve Requirement” means, with respect to the Series 2022 Bonds, the amount of \$_____, which shall be funded as provided in Section 4.3 herein.

“Interest Payment Date” means, with respect to the Series 2022 Bonds, each December 1, beginning December 1, 2022.

“Original Issue Date” means, with respect to the Series 2022 Bonds, their initial delivery date.

“Series 2022 Bonds” means the Issuer’s Water Revenue Bonds, Series 2022, herein authorized.

“Series 2022 Acquisition/Construction Account” means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which the net proceeds of the Series 2022 Bonds shall be deposited as provided herein.

“Series 2022 Debt Service Reserve Account” means the account established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.

“Series 2022 Project” means improvements to the Issuer’s System, including the acquisition and installation of secondary water meters, and all related improvements.

ARTICLE II

ISSUANCE OF THE SERIES 2022 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2022 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (a) finance the Series 2022 Project and (b) pay costs incurred in connection with the issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued (i) if issued as a State Bond, in the form set forth in Exhibit B-1 and (ii) if issued as an Exchange Bond, in the form set forth in Exhibit B-2 in fully registered form. The Series 2022 Bonds shall bear interest from their Original Issue Date at the rate of 1.00% per annum on the unpaid principal balance of the Series 2022 Bonds which shall be payable annually commencing December 1, 2022. Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2022 Bonds shall initially be issued as one fully registered State Bond. The Series 2022 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Hurricane City, Utah Water Revenue Bonds, Series 2022."

The Series 2022 Bonds shall be in such form as to permit the Board of Water Resources to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Series 2022 Project.

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter beginning prior to the payment by the Issuer of costs of construction of the Series 2022 Project, or at such other time as shall be specified by the Board of Water Resources, the Issuer shall provide to the Board of Water Resources a certificate setting forth a schedule of the costs of construction which the Issuer estimates will become due and payable by the Issuer during the next calendar quarter. Advances made by the Board of Water Resources on the basis of such certificates shall be deposited in the Series 2022 Acquisition/Construction Account. All such advances shall be in the amount of \$1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Series 2022 Acquisition/Construction Account, the City Recorder or City Administrator of the Issuer shall give telephonic authorization followed by written confirmation to the Board of Water Resources to stamp or write the date and amount of such advance made by the Board of Water Resources in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Board of Water Resources on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bond(s). As advances are made by the Board of Water Resources, they shall be deemed to represent principal payments in the order of their maturity.

Section 2.3 Date, Payment Dates, and Interest. The Series 2022 Bonds shall be in the denomination of One Thousand Dollars (\$1,000) each or any integral multiple thereof and shall be paid as provided in this Section 2.3.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2022 Bonds at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent.

So long as the Board of Water Resources is the Registered Owner of the Series 2022 Bonds, payments on the Series 2022 Bonds (except in the case of the final principal payment wherein the Series 2022 Bonds must be presented) shall be made by check or draft without presentation of the Series 2022 Bonds and mailed to the Board of Water Resources as the Registered Owner at the address shown on the registration books maintained by the Registrar. Payment on the Series 2022 Bonds shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

The Series 2022 Bonds shall be dated as of the Original Issue Date, and shall be payable in installment payments on December 1 in the years and in the amounts and shall bear interest at the rate of 1.00% per annum as follows:

Payment Date (December 1)	<u>Principal Amount</u>	Payment Date (December 1)	<u>Principal Amount</u>
------------------------------	-------------------------	------------------------------	-------------------------

If less than \$ _____ is advanced on the Series 2022 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum principal amount of the Series 2022 Bonds.

The interest on Series 2022 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered

owner of any Series 2022 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2022 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed on each Interest Payment Date to the Holder of each of the Series 2022 Bonds as the name and address of such Holder appears on the Record Date in the Register. As long as the Board of Water Resources is the registered holder of the Series 2022 Bonds, installment payments of principal and interest shall be made without presentation of the Series 2022 Bonds (except in the case of the final principal payment wherein the Series 2022 Bonds must be presented) by check or draft mailed to the Board of Water Resources as the Registered Owner at the address shown on the registration books maintained by the Registrar. Interest on the Series 2022 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.4 Delinquent Payment. Payments of principal and/or interest on the Series 2022 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from said due date until paid in full.

Section 2.5 Exchange of State Bonds. As long as the Board of Water Resources is the sole Registered Owner of the Series 2022 Bonds, the Series 2022 Bonds shall be issued only as the State Bonds in the form prescribed in Exhibit B-1. It is recognized that the Board of Water Resources may sell or otherwise transfer the Series 2022 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Board of Water Resources determines to sell or otherwise transfer all or a portion of the Series 2022 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.5. Any Series 2022 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Board of Water Resources pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B-2, and shall be executed pursuant to authorization contained in Section 2.6 of the General Indenture. Each principal payment on the State Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the State Bonds for Exchange Bonds, provided that the Board of Water Resources shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

Section 2.6 Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah, is hereby designated as Registrar for the Series 2022 Bonds, acceptance of which appointment shall be evidenced by execution of this Second Supplemental Indenture by the Trustee.

Section 2.7 Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah, is hereby designated as Paying Agent for the Series 2022 Bonds, acceptance of which appointment shall be evidenced by execution of this Second Supplemental Indenture by the Trustee.

Section 2.8 Limited Obligation. The Series 2022 Bonds, together with interest thereon, shall be special limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2022 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.9 Optional Redemption and Redemption Prices. Each principal payment of the Series 2022 Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the State Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.8 of the General Indenture, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Board of Water Resources with respect to the State Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.10 Sale of Series 2022 Bonds. The Series 2022 Bonds are hereby sold to the Board of Water Resources at a purchase price of \$_____.

Section 2.11 Series 2022 Bonds as Additional Bonds. The Series 2022 Bonds are issued as Additional Bonds under Section 2.13 of the General Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.4(c) of the General Indenture have been and will be complied with in connection with the issuance of the Series 2022 Bonds.

ARTICLE III

ADDITIONAL COVENANTS

Section 3.1 Additional Covenants with Respect to the Series 2022 Bonds. The Issuer hereby covenants and agrees with the holder of the Series 2022 Bonds issued hereunder the following:

(a) So long as the Series 2022 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. The Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term “fiscal year” as used in this subsection meaning whatever twelve-month period the Issuer may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by each Bondholder; provided, however, during such periods of time as the Board of Water Resources is the registered owner of any of the Series 2022 Bonds, each such audit will be supplied to the Board of Water Resources as soon as completed without prior request therefor by the Board of Water Resources. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

(i) A statement of the income and expenditures of the System for such fiscal year;

(ii) A balance sheet as of the end of such fiscal year;

(iii) Any accountant’s comments regarding the manner in which the Issuer has carried out the requirements of this Second Supplemental Indenture, and the accountant’s recommendations for any change or improvement in the operation of the System;

(iv) The total billings for such fiscal year; and

(v) All schedules of rates and charges imposed for water service during the fiscal year.

The audit must be performed in accordance with generally accepted government auditing standards.

(b) In addition to the reporting requirements set forth in 3.1(a) above, the Issuer shall submit to the Board of Water Resources within one hundred eighty

(180) days following the close of the Issuer's fiscal year, a summary report substantially in the form as provided by the Board of Water Resources to the Issuer upon purchase of the Series 2022 Bonds. The Board of Water Resources may, however, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Section 3.1(b).

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If the holder of the Series 2022 Bonds is other than the Board of Water Resources, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each fiscal year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(c) The Issuer shall commence and complete the acquisition and construction of the Series 2022 Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(d) Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the water user concerned to be cut off immediately.

(e) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

Section 3.2 Tax Matters.

(a) The Issuer shall make no investment or other use of the proceeds of the Series 2022 Bonds at any time during the term thereof which, if such investment or other use had been reasonably expected on the date the Series 2022 Bonds is issued, would have caused the Series 2022 Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder and shall comply with all the requirements thereof throughout the term of the Series 2022 Bonds.

(b) The Mayor and the City Recorder of the Issuer are hereby authorized and directed to execute such certificates as shall be necessary to establish that the Series 2022 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners that no use will be made of the proceeds of the issue and sale of the Series 2022 Bonds, or any funds or accounts of the Issuer which may be

deemed to be gross proceeds of the Series 2022 Bonds, which use, if it had been reasonably expected on the date of issuance of the Series 2022 Bonds, would have caused the Series 2022 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2022 Bonds with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Issuer further represents and covenants that no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold, or delivered within a period beginning fifteen (15) days prior to the sale of the Series 2022 Bonds and ending fifteen (15) days following the delivery of the Series 2022 Bonds.

Section 3.3 Disbursements. Notwithstanding any other provision herein, to the contrary, the Issuer recognizes and agrees that not more than \$_____ may be disbursed from the Series 2022 Acquisition/Construction Account for the Series 2022 Project as described in the Indenture, unless and until the Issuer has satisfied each of the following conditions: (a) the Issuer must supply to the Board of Water Resources written evidence reasonably satisfactory to the Board of Water Resources that (i) the Issuer has completed plans and specifications for the Series 2022 Project being financed with additional funds to be advanced and deposited into the Series 2022 Acquisition/Construction Account and has obtained the approval of the Board of Water Resources with respect thereto; (ii) the Issuer has advertised for bids and opened bids relating to the construction of the Series 2022 Project and is prepared to award the construction contract to the successful bidder, and (iii) the total principal amount of the Series 2022 Bonds of \$_____ (together with any other equity funds deposited by the Issuer) are sufficient to cover the costs of completing the Series 2022 Project; and (b) the Issuer’s attorney must supply to the Board of Water Resources a written legal opinion certifying that (i) the process used by the Issuer in soliciting bids and awarding the contract to complete the construction of the Series 2022 Project was consistent with all legal procurement statutes, rules and requirements and (ii) the Issuer has obtained all necessary easements, rights-of-way, permits, licenses, and approvals required by law, whether state or federal, to be obtained by the Issuer in connection with the acquisition, construction, improvement, and extension of the Series 2022 Project. If the Issuer fails to satisfy all of these requirements within 18 months after the date of this Second Supplemental Indenture, the Board of Water Resources may give written demand to the Trustee, whereupon the Trustee shall, without requiring further authorization from any party, disburse to the Board of Water Resources all funds then held in the Series 2022 Acquisition/Construction Account, including interest thereon through the date of said demand, and the funds disbursed to the Board of Water Resources shall be applied by the Board of Water Resources as a prepayment of the principal on the Series 2022 Bonds, in inverse order of principal maturities.

For each requisition request, the Issuer shall submit to the Board of Water Resources the Requisition Form attached hereto as Exhibit D, and each requisition shall be approved by a qualified representative of the Board of Water Resources. In addition, upon each requisition request, (i) the Issuer shall have deposited with the Trustee its equity contribution pro-rata share of at least 15% (or such other percentage as approved the Board

of Water Resources) calculated as a percentage of the overall project costs including the current requisition; or (ii) the Issuer will be reimbursed 85% of the current requisition.

ARTICLE IV

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 4.1 Application of Proceeds of the Series 2022 Bonds. The Issuer shall deposit with the Trustee the proceeds of the Series 2022 Bonds when advanced pursuant to Section 3.3 herein, and the Trustee shall deposit said proceeds into the Series 2022 Acquisition/Construction Account held by the Trustee under the General Indenture. At closing, the payment of \$_____, which constitutes the initial advance of the total principal amount of the Series 2022 Bonds, of the proceeds from the sale of the Series 2022 Bonds, together with an Issuer contribution in the amount of \$_____, shall be deposited in the Series 2022 Acquisition/Construction Account within the Acquisition/Construction Fund.

Section 4.2 Series 2022 Acquisition/Construction Account. Disbursements of moneys in the Series 2022 Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture. Each requisition from said Series 2022 Acquisition/Construction Account shall be approved by a qualified representative of the Board of Water Resources, provided, however, that the Costs of Issuance shall be paid by the Trustee from the Series 2022 Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit C attached hereto.

Section 4.3 Series 2022 Debt Service Reserve Account. From and after the delivery date of the Series 2022 Bonds, the Issuer shall allocate in no more than ten annual installments to be paid on December 1 of each year, commencing December 1, 2023, to the Series 2022 Debt Service Reserve Account, until there shall have been accumulated therein an amount equal to \$_____, the Debt Service Reserve Requirement with respect to the Series 2022 Bonds. The moneys on deposit in the Series 2022 Debt Service Reserve Account shall be used and when used, replenished, in accordance with the provisions of the General Indenture.

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2022 Bonds. The sale of the Series 2022 Bonds to the Board of Water Resources at a price of \$ _____ is hereby ratified, confirmed, and approved.

Section 5.2 Severability. If any provision of this Second Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Second Supplemental Indenture contained, shall not affect the remaining portions of this Second Supplemental Indenture, or any part thereof.

Section 5.3 Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4 Applicable Law. This Second Supplemental indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 5.5 Effective Date. This Second Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Indenture of Trust to be executed as of the date first written above.

HURRICANE CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

By: _____
City Recorder

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By: _____

Title: _____

EXHIBIT A

DESCRIPTION OF SERIES 2022 PROJECT

Improvements to the Issuer's water system (the "System"), including the acquisition and installation of secondary water meters, and all related improvements.

EXHIBIT B-1

FORM OF STATE BONDS—SERIES 2022 BOND

UNITED STATES OF AMERICA
STATE OF UTAH
HURRICANE CITY
WATER REVENUE BOND, SERIES 2022

Number R - 1 \$ _____

Interest Rate

Maturity Date

Original Issue Date

Registered Owner: _____

Principal Amount: _____

Hurricane City, Utah (“Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above in installments set forth herein with interest thereon until paid at the Interest Rate per annum specified above, payable annually on December 1 of each year, until the Total Principal Sum set forth in the “Certificate of Dates of Payment and Amount” at the end of this Bond, but in no event more than the maximum amount of \$_____, is paid in full. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah (“Trustee” and “Paying Agent”), or its successors provided, however, that as long as the State of Utah Department of Natural Resources, Board of Water Resources (“Board of Water Resources”) is the registered holder of this Bond, installment payments of principal and interest shall be made without presentation of the Bond (except in the case of the final principal payment wherein the Series 2022 Bonds must be presented) by check or draft mailed to the Board of Water Resources as the Registered Owner at the address shown on the registration books maintained by the Registrar. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America. Principal shall be payable in registered installments on December 1 of each of the years as set forth in the following repayment schedule:

Payment Date
(December 1)

Principal Amount

Payment Date
(December 1)

Principal Amount

If less than \$_____ is advanced on the Series 2022 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum principal amount of the Series 2022 Bonds.

If any installment payment of Bond principal and interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum on the delinquent installment from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

This Bond is payable solely from a special fund designated the “Bond Fund” established under a General Indenture of Trust dated April 1, 2017 (the “General Indenture”), as previously supplemented, by and between the Issuer and Zions Bancorporation, National Association, as trustee (the “Trustee”). To the extent necessary to assure prompt payment of this Bond, the Issuer shall pledge 100% of the Net Revenues (as defined in the Indenture herein described) in the Bond Fund derived and to be derived from the operation of the Issuer’s water system (the “System”), all as more fully described and provided in the General Indenture, as previously supplemented, and as further supplemented by a Second Supplemental Indenture of Trust dated as of _____, 2022 (the “Second Supplemental Indenture”), by and between the Issuer and the Trustee and approved by the City Council of the Issuer on September 15, 2022 (the General Indenture and Second Supplemental Indenture are collectively referred to herein as the “Indenture”).

This Bond is issued pursuant to (1) the Indenture and (2) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”) for

the purpose of providing funds to (a) finance the Series 2022 Project (as defined in the Second Supplemental Indenture) and (b) pay costs incurred in connection with the issuance of the Series 2022 Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Trustee, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Trustee.

Subject to the provisions of the Indenture, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Indenture) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The holder or owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the Trustee, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Indenture) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond, and all bonds and notes issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and notes issued on a parity with this Bond, if any.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of this _____, 2022.

HURRICANE CITY, UTAH

(SEAL)

By: _____ (Do Not Sign)
Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2022 Bond described in the within mentioned Indenture.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication:

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
	State of Utah Department of Natural Resources, Board of Water Resources	

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Department of Natural Resources, Board of Water Resources (the “Board of Water Resources”), hereby certifies that the Board has received written authorization from the City Recorder or City Administrator of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column “Total Principal Sum” is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same. A copy of this certificate shall be forwarded to the Trustee (Zions Bancorporation, National Association) pursuant to the requirement in Section 2.2 of the Second Supplemental Indenture dated as of _____, 2022.

<u>Amount of Payment</u>	<u>Date of Payment</u>	<u>Total Principal Sum</u>	<u>Board Representative Signature</u>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

EXHIBIT B-2

FORM OF EXCHANGE BONDS—SERIES 2022

UNITED STATES OF AMERICA
STATE OF UTAH
HURRICANE CITY
WATER REVENUE BONDS, SERIES 2022

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
%	_____	_____, 2022

Registered Owner: _____

Principal Amount: _____ DOLLARS

Hurricane City, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest on the Principal Amount shall be payable by check or draft mailed by _____ (the “Paying Agent”) to the Registered Owner hereof on each _____, commencing _____, 20___. Principal, interest, and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, for payment at maturity.

If any installment payment of Bond principal and interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum on the delinquent installment from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$ _____), issued in exchange for the conversion of the Issuer’s Water Revenue Bonds, Series 2022 in the total principal sum of \$ _____ authorized by a General Indenture of Trust dated as of April 1, 2017, as previously supplemented and as further supplemented by a Second Supplemental Indenture of Trust dated as of _____, 2022 (together, the “Indenture”), as authorized by a resolution of the Issuer adopted on September 15, 2022. This Bond and the issue of Bonds of which it is a part is issued pursuant to (1) the Indenture and (2) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”) to (a) finance the Series 2022 Project, as defined in the Indenture, and (b) pay costs incurred in connection with the issuance of the Series 2022 Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional

or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than sixty (60) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Indenture, the Series 2022 Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay this Bond when due, and principal and interest on all bonds and Bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Indenture) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and notes issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event

of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Trustee (the “Registrar”) but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part, and all bonds and notes issued on a parity with this Bond, if any, and that said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2022 Bonds of which this Bond is one and all bonds and notes issued on a parity with this Bond, if any.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of _____, 2022.

(SEAL)

By: /s/(manual or facsimile signature)
Mayor

COUNTERSIGN:

By: /s/(manual or facsimile signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022 Bonds described in the within mentioned Indenture.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication:

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

This Bond shall be payable only to the order of the registered owner or his legal representative.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT C

COST OF ISSUANCE DISBURSEMENT REQUEST
SERIES 2022 BONDS

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City UT 84133

Pursuant to Section 4.2 of the Second Supplemental Indenture of Trust dated as of _____, 2022, you are hereby authorized to pay to the following costs of issuance from the Series 2022 Acquisition/Construction Account:

[See Attached Schedule]

MAYOR,
HURRICANE CITY, UTAH

STATE OF UTAH DEPARTMENT OF
NATURAL RESOURCES, BOARD OF
WATER RESOURCES

COSTS OF ISSUANCE

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------

EXHIBIT D

FORM OF REQUISITION

Re: Hurricane City, Utah, Water Revenue Bonds, Series 2022 in the sum of
\$ _____

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the Series 2022 Account of the Acquisition/Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT: \$ _____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series 2022 Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), is justly due and owing and constitutes a Cost of a Project and has not been the basis for a previous withdrawal.

Hurricane City, Utah (the "Issuer") has either: (i) deposited with the Trustee its equity contribution pro-rata share of at least 15% (or such other percentage as approved the Board of Water Resources) calculated as a percentage of the overall project costs including the current requisition; or (ii) the Issuer will be reimbursed 85% of the current requisition.

The amount remaining in the Series 2022 Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series 2022 Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series 2022 Account of the Acquisition/Construction Fund, will, together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series 2022 Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the Series 2022 Account of the Acquisition/Construction Fund, together with such other funds and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED:_____

By:_____

Its:_____

STATE OF UTAH DEPARTMENT OF
NATURAL RESOURCES, BOARD OF
WATER RESOURCES

Hurricane, Utah

September 15, 2022

The City Council (the “Council”) of Hurricane City, Utah (the “City”) met in regular public session at the regular meeting place of the Council, on Thursday, September 15, 2022, at the hour of 6:00 p.m., with the following members of the Council being present:

Nanette Billings	Mayor
Doug Heideman	Councilmember
David Hirschi	Councilmember
Joseph Prete	Councilmember
Dave Sanders	Councilmember
Kevin Thomas	Councilmember

Also present:

Kaden Demille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 15, 2022, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH (THE “CITY”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$1,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2022 (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED) (THE “BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE OF TRUST, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Hurricane City, Utah (the “City”) desires to (a) finance all or a portion of the costs of improvements to its water system (the “System”), including the acquisition and installation of secondary water meters, and all related improvements (collectively, the “Project”) and (b) pay costs of issuance with respect to the Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue its Water Revenue Bonds, Series 2022 (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) (collectively, the “Bonds”), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a General Indenture of Trust (the “General Indenture”) dated as of April 1, 2017, as previously supplemented and as further supplemented by a Second Supplemental Indenture of Trust (the “Second Supplemental” and together with the General Indenture, the “Indenture”), each by and between the City and Zions Bancorporation, National Association (the “Trustee”), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the State of Utah Department of Natural Resources, Board of Water Resources (the “Board of Water Resources” or “Purchaser”) has offered to purchase the Bonds; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, in order to allow the City flexibility in establishing the date of the public hearing and setting the pricing date of the Bonds to optimize debt service costs to the City, the Council desires to grant to any one of the City Manager or the Mayor (or Mayor Pro Tem) (each a “Designated Officer”), the authority to (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”), and (c) establish the public hearing date with respect to the issuance of the Bonds;

NOW, THEREFORE, it is hereby resolved by the City Council of Hurricane City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project and (b) paying costs of issuance of the Bonds, the City hereby authorizes the issuance of the Bonds which shall be designated “Hurricane City, Utah Water Revenue Bonds, Series 2022” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed \$1,000,000. The Bonds shall mature in not more than twenty (20) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed two percent (2.00%) per annum, as shall be approved by the Designated Officer, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution and to establish the public hearing date with respect to the issuance of the Bonds.

Section 3. The Second Supplemental Indenture in substantially the form presented to this meeting and attached hereto as Exhibit B is hereby authorized, approved, and confirmed. The Mayor or Vice Mayor and City Recorder are hereby authorized to execute and deliver the Second Supplemental Indenture in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof.

Section 4. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Second Supplemental Indenture, the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor Pro Tem and the City Recorder are hereby authorized and directed to execute and seal the Bonds. The signatures of the Mayor or Mayor Pro Tem and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Bonds and the Indenture. No provision of this Resolution, the Indenture, the Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The City shall hold a public hearing to receive input from the public with respect to (a) the issuance of the Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once in the Spectrum, a newspaper of general circulation in the City, (ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days before the public hearing date. The City Recorder

shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof. Selection of the public hearing date shall be established by the publication of the notice. The City directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

* * * * *

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on September 15, 2022, the City Council (the "Council") of Hurricane City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2022 (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) (collectively, the "Bonds") and provided for a public hearing to be called to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 20, 2022, at the hour of 6:00 p.m. at the Issuer's offices located at 147 North 870 West, Hurricane, Utah. The purpose of the hearing is to receive input from the public with respect to the issuance of that portion of the Bonds issued under the Act, and any potential economic impact that the Project to be financed with the proceeds of that portion of the Bonds issued under the Act may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of improvements to the Issuer's water system (the "System"), including the acquisition and installation of secondary water meters, and all related improvements (collectively, the "Project") and (b) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than One Million Dollars (\$1,000,000), to mature in not more than twenty (20) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed two percent (2.00%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (the "General Indenture") dated as of April 1, 2017, as previously supplemented and as further supplemented by a Second Supplemental Indenture of Trust (the "Second Supplemental Indenture" and together with the General Indenture, the "Indenture"), each by and between

the City and Zions Bancorporation, National Association (the “Trustee”), which was before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Bonds for any reason and at any time up to the issuance of the Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Bonds are special limited obligations of the Issuer payable from the revenues of the System (the “Revenues”).

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has \$2,435,000 of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer’s outstanding bonds may be found in the Issuer’s financial report (the “Financial Report”) at: <https://reporting.auditor.utah.gov/searchreport/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Kaden DeMille, City Manager (435) 635-2811, ext. 125.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer’s current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds to be issued under the Act to finance the Project, if held until maturity, is \$763,280.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder, 147 North 870 West, Hurricane, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 15, 2022.

/s/ Cindy Beteag
City Recorder

* * * * *

Section 11. The City hereby reserves the right to opt not to issue the Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$1,000,000.

APPROVED AND ADOPTED this September 15, 2022.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

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

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

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
)
) ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the duly appointed and qualified City Recorder of Hurricane City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on September 15, 2022, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

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

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 15, 2022, and pursuant to the Resolution, there will be published (a) a Notice of Public Hearing and Bonds to Be Issued no less than fourteen (14) days before the public hearing date: once in the Spectrum, a newspaper having general circulation within the City, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City this September 15, 2022.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 15, 2022, public meeting held by the City Council of the Council (the “Council”) as follows:

(a) by causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Council at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) by causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum either directly or through the newspaper’s subscription to the Utah Public Notice Website (<https://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of meeting; and

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

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City, (b) provided to at least one newspaper of general circulation within the City either directly or through the newspaper’s subscription to the Utah Public Notice Website.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 15, 2022.

(SEAL)

By: _____
City Recorder

To be attached:

SCHEDULE 1 – NOTICE OF MEETING

SCHEDULE 2 – ANNUAL MEETING SCHEDULE

Proof of Publication of Notice of Public Hearing and Bonds to be Issued

EXHIBIT B

FORM OF SECOND SUPPLEMENTAL INDENTURE OF TRUST

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

August 30, 2022

R&B Boutique
PO Box 731
Hurricane, UT 84737

Ms. Young,

A business license renewal for R&B Boutique was received on May 24, 2022. A letter was sent to you on June 2, 2022, stating it could not be renewed until an active sales tax number for Hurricane was provided. I also emailed you on 6/28/22 and 8/1/22, stating the same thing. As of today's date, a sales tax number for Hurricane could not be found. A business license renewal that has not had all required items submitted and approved within forty-five (45) days of the expiration date shall be considered void.

Therefore, this notice is to inform you that a hearing before the City Council has been scheduled to consider revocation of the business license **UNLESS** a sales tax number is provided by September 12, 2022, at noon. This hearing is scheduled for Thursday, September 15, 2022, at 6:00 pm, or as soon thereafter as the matter can be heard, during the regular City Council meeting. The hearing will be held at the City Office located at 147 North 870 West, Hurricane. You have the right to appear at this hearing, to be represented by counsel, to hear the evidence against you, to cross examine witnesses, and to present evidence as to why the license should not be revoked.

We look forward to working with you to amicably resolve the matter outlined in this letter. If you have any questions or concerns, please do not hesitate to contact me at 435-635-2811 x106.

Sincerely,

Cindy Beteag
City Recorder

Cc: Dayton Hall, City Attorney

7009 1410 0000 0527 21488

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82
Sent To	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, August 2006	
See Reverse for Instructions	

Postmark Here

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

June 2, 2022

R&B Boutique
PO Box 731
Hurricane, UT 84737

To Whom It May Concern:

The business license renewal for R&B Boutique was received by the license office on May 24, 2022. During review of the application, it came to our attention that the sales tax number on record for this business is showing LaVerkin as the place of business. Information provided by the Tax Commission indicates that this type of business should have an active sales tax number for Hurricane. Therefore, this matter must be resolved before the 2022 license can be issued. Please contact the local Tax Commission office at 435-251-9522.

If you have any questions or concerns, please contact the license office at 635-2811 x106.

Sincerely,

Cindy Beteag

Cindy Beteag
City Recorder

emailed 6/28/22
emailed 8/1/22

expired 8/15/22

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811
RENEWAL NOTICE
05/24/2022

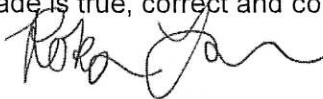
R&B BOUTIQUE
PO BOX 731
HURRICANE UT 84737

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. Sign and return the application with the appropriate license fee(s). If you prefer to email it back, send it to cindy@cityofhurricane.com and then call with the payment. PLEASE DO NOT PAY VIA XPRESS BILL PAY. If you are no longer doing business, you must check the appropriate box, sign and return so we can update our system with the correct information.

Account #:9870
Business Name: R&B BOUTIQUE
DBA:
Address: 545 W STATE #2-4
Mailing Address: PO BOX 731
HURRICANE UT 84737
Phone: 951-326-6783
Sales Tax ID #: 14508499-004-STC
Federal Tax ID#: 82-2493452
Professional License #:
Email Address: questions.rnbboutique@gmail.com
Website: shopwithrnb.com
Owner Name: ROBYN YOUNG
Owner Phone: 951-326-6783
Manager Name:
Manager Phone:
License #: 9870
License Description: ONLINE RETAIL
Fee: **50.00**

Due 45 days from
be assessed!

I have read the above, and declare under penalty of perjury that the information made is true, correct and complete.



Authorized Signature

No longer operating business in Hurricane City ☐

Authorized Signature

Date

Likeskin

Licenses must be renewed
within 45 days of this

CITY OF HURRICANE
147 NORTH 870 WEST
HURRICANE UT 84737 435-635-2811
Receipt No: 0.158865 May 24, 2022

9870
R&B BOUTIQUE
PO BOX 731
HURRICANE UT 84737

Previous Balance:	50.00
LICENSE RENEWAL	
BUSINESS LICENSE	50.00
Total:	50.00
New Balance:	.00
=====	
XBP Credit Cards -GS	
Check No: 121276744	50.00
Total Applied:	50.00
=====	
Change Tendered:	.00
=====	

05/24/2022 3:07 PM
Customer Copy

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

August 30, 2022

Midnight Precision
2556 W 150 South
Hurricane, UT 84737

Mr. Mooneyham,

A business license renewal for Midnight Precision was received on April 5, 2022, with a request to change the address. A letter was sent to you on April 27, 2022, stating it could not be renewed until a fire inspection was completed. As of today's date, a fire inspection has not been completed. A business license renewal that has not had all required items submitted and approved within forty-five (45) days of the expiration date shall be considered void.

Therefore, this notice is to inform you that a hearing before the City Council has been scheduled for Thursday, September 15, 2022, at 6:00 pm, or as soon thereafter as the matter can be heard, during the regular City Council meeting. The hearing will be held at the City Office located at 147 North 870 West, Hurricane. You have the right to appear at this hearing, to be represented by counsel, to hear the evidence against you, to cross examine witnesses, and to present evidence as to why the license should not be revoked.

We look forward to working with you to amicably resolve the matter outlined in this letter. If you have any questions or concerns, please do not hesitate to contact me at 435-635-2811 x106.

Sincerely,

Cindy Beteag
City Recorder

Cc: Dayton Hall, City Attorney

7009 1410 0000 0527 2464

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82
Sent To Street, Apt. No., or PO Box No. City, State, ZIP+4	
Midnight precision	

PS Form 3800, August 2006 See Reverse for Instructions

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

April 27, 2022

Midnight Precision
2556 W 150 South
Hurricane, UT 84737

Re: Application Pending

Mr. Mooneyham:

PC 6/2/22 Needs fire inspection

Your renewal was received by the Hurricane City Business Licensing Department on April 5, 2022. This application has been on hold pending an updated address. Failure to complete this requirement will result in denial of the business license renewal. A business license renewal that has not had all required items submitted and approved and the license issued within forty five (45) days of the expiration date shall be considered void and a new application and fee will be required.

If you have any questions regarding the licensing process, please feel free to contact the Business License Office at 435-635-2811 x106.

Sincerely,

Cindy Beteag

Cindy Beteag
City Recorder

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811
RENEWAL NOTICE
04/05/2022

pd. 4/5/22

MIDNIGHT PRECISION
2556 W 150 SOUTH
HURRICANE UT 84737

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. Sign and return the application with the appropriate license fee(s). If you prefer to email it back, send it to cindy@cityofhurricane.com and then call with the payment. PLEASE DO NOT PAY VIA XPRESS BILL PAY. If you are no longer doing business, you must check the appropriate box, sign and return so we can update our system with the correct information.

Account #:9833

Business Name: MIDNIGHT PRECISION

DBA:

Address: ~~2556 W 150 SOUTH~~

Mailing Address: 2556 W 150 SOUTH

HURRICANE UT 84737

Phone: 435-669-7691

Sales Tax ID #: 21S06008

Federal Tax ID#: 86-3518628

Professional License #:

Email Address: kblake802@yahoo.com

Website: www.midnightprecision.com

Owner Name: DAVID MOONEYHAM

Owner Phone: 435-669-7691

Manager Name:

Manager Phone:

License #: 9833

License Description: ONLINE SALES OF OUTDOOR GEAR *Build in custom rifles*

Fee: 50.00

Due 45 days from date of notice. Late fees will be assessed!

I have read the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.



Authorized Signature

04/05/22

Date

No longer operating business in Hurricane City

☐

Authorized Signature

Date

~~LOT SPLITS~~ Preliminary Plat

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: \$150.00

For Office Use Only:

File No. 8161004

Receipt No. 2022-PP-22

APPLICATION & SUBMITTAL CHECKLIST

Owner(s) Name: Jaymie Wetzel Telephone: _____
Address: 1015 W 250 N
Hurricane, UT 84737 Fax No. _____
Agent (If applicable) Jeffrey Hatcher Agent's Phone: 435-216-6617
Address of Subject Property: approx. 650 S 1100 W
Tax ID of Subject Property: 11-3-2-3-4318 Zone District R1-15
Proposed Use: (Describe, use extra sheet if necessary) Split into 2 lots

This application shall be accompanied by the following:

- ☒ 1. A plat drawn to scale (typically one inch equals 50 feet or larger) on an 8 1/2 x 11 inch sheet. Larger if needed to show reasonable detail.
- ☒ 2. The plat to show the following detail:
 - ☒ Scale, north point
 - ☒ Streets and the right of way width
 - ☒ Dimensions of proposed lots
 - ☒ Location of all buildings and distances from resulting lot lines
 - ☒ The location of any significant natural features (creeks, washes, cliffs, etc.)
 - ☒ The name, address and phone number of the person or firm who prepared the plat
- ☒ 3. Legal description of each of the resulting parcels.
- ☒ 4. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the lot split verifying that all taxes or special assessments payable on all property within the limits of the lot split are paid in full

Note: It is important that all applicable information noted above is submitted with the application.

(Office Use Only)

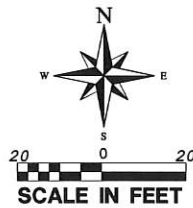
Date Received: _____ Received by: _____

Date application deemed to be complete: _____ Completion determination made by: _____

- F. The City Staff person will make a decision to either: approve the application, approve the application with conditions, or deny the application.
- G. If the lot split is approved, the property descriptions of each parcel prepared in a deed form can be recorded at the County Recorder Office.
- H. When in the opinion of City Staff, there are significant issues related to the lot split, the Staff may forward the application to the Planning Commission for the hearing and decision.
- I. The decision of the City Staff may be appealed to the Planning Commission.

IMPROVEMENT REQUIREMENTS:

Section 10-39-4 of the Land Use Ordinance identifies the improvements required within a subdivision. Even though a lot split is exempt from typical plat submittal requirements, it must still comply with the standards of section 10-39-4, since it is considered to be a subdivision. Typically, improvements will include the provision for sewer, water and drainage, along with the construction of curb, gutter, and sidewalk and paving as necessary to match existing paving (or entirely new paving when the street is unimproved.) Such improvements are required on all street frontages of the proposed parcels.



LOT SPLIT/ RECORD OF SURVEY FOR:
JEFFREY HATCHER

LOCATED IN NW 1/4 OF SECTION 3, T42S, R13W, S.L.B.&M., LOT 21, BLOCK 5,
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- SECTION LINE
- EASEMENT
- ROAD CENTER LINE
- CITY ROADWAY DEDICATION
- SECTION CORNER AS DESCRIBED
- BOLT AS DESCRIBED
- PROPOSED SET PROVALUE ENGINEERING REBAR & CAP
P.L.S. #7837685

RING & LID MONUMENT FOUND LOCATION AT
INTERSECTION OF 1150 WEST AND 400 SOUTH
T42S, R13W, S.L.B.&M.

H-3-2-3-4433

H-3-2-3-4435

H-3-2-3-44321

MONUMENT FOUND
WEST QUARTER CORNER SEC. 3,
T42S, R13W, S.L.B.&M.

650 SOUTH
S89°49'37"E 329.67

MONUMENT
TO BE SET

NORTHWEST CORNER OF LOT 21, BLOCK 5,
DEDICATION P.O.B.

S89°49'37"E 329.66

N89°49'37"W 269.66

S89°49'37"E 103.99

N0°11'35"E 28.49

S89°49'37"E 165.67

LOT 1 POINT OF BEGINNING (P.O.B.)

LOT 2
POINT OF BEGINNING (P.O.B.)

LOT 1
0.582 ACRES
25,332 S.F.

LOT 2
0.383 ACRES
16,671 S.F.

S0°12'26"W 140.50
N0°12'26"E 140.50

S0°12'26"W 125.49
N0°12'26"E 125.49

S0°12'26"W 1340.71
1100 WEST

N89°49'37"W 180.63

N89°49'37"W 119.00

N89°49'37"W 30.00

H-3-2-3-43171

FND. BALLARD AND CAMPBELL
1/2" RBC, SOUTH SIDE 3" DIA.
TREE WEST 1/4 COR. SEC. 3,
T42S, R13W, SLB&M

SURVEYOR'S CERTIFICATE

I, CHAD J. HILL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7837685, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS RECORD OF SURVEY AND DESCRIBED HEREON, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND WILL BE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

CHAD J. HILL, P.L.S. #7837685



REVIEW

DATE

SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF JEFFREY HATCHER TO COMPLETE A LOT SPLIT ON PARCEL H-3-2-3-4318.

THE BASIS OF BEARINGS FOR THIS SURVEY IS S0°11'35"W, 2788.29 FEET, AS MEASURED FROM THE NORTHWEST CORNER OF SECTION 3 TO THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LEGAL DESCRIPTION: LOT 1

COMMENCING AT THE NORTHWEST CORNER OF LOT 21, BLOCK 5, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°11'35"W ALONG THE WEST LOT LINE, 28.49 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET, THROUGH A CENTRAL ANGLE OF 89°58'47" (LONG CHORD BEARS: N45°10'59"E 21.21 FEET); THENCE S89°49'37"E 165.67 FEET; THENCE S00°12'26"W 140.50 FEET; THENCE N89°49'37"W 180.63 FEET; TO THE WEST LOT LINE, THENCE N00°11'35"E ALONG SAID LINE, 125.51 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 25,332 SQUARE FEET OR 0.582 ACRES.

LEGAL DESCRIPTION: LOT 2

COMMENCING AT THE NORTHWEST CORNER OF LOT 21, BLOCK 5, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°11'35"W ALONG THE WEST LOT LINE, 28.49 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET, THROUGH A CENTRAL ANGLE OF 89°58'47" (LONG CHORD BEARS: N45°10'59"E 21.21 FEET); THENCE S89°49'37"E 165.67 FEET TO THE POINT OF BEGINNING; THENCE S89°49'37"E 103.99 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.57 FEET, THROUGH A CENTRAL ANGLE OF 90°02'03" (LONG CHORD BEARS: S44°48'35"E 21.22 FEET); THENCE S00°12'26"W 125.49 FEET; THENCE N89°49'37"W 119.00 FEET; THENCE N00°12'26"E 140.50 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 16,671 SQUARE FEET OR 0.383 ACRES.

ROADWAY DEDICATION DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, BLOCK 5, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°49'37"E ALONG THE NORTH LOT LINE, 329.66 FEET; THENCE S00°12'26"W ALONG THE EAST LOT LINE, 154.00 FEET; THENCE N89°49'37"W 30.00 FEET; THENCE N00°12'26"E 125.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.57 FEET, THROUGH A CENTRAL ANGLE OF 90°02'03" (LONG CHORD BEARS: N44°48'35"W 21.22 FEET); THENCE N89°49'37"W 269.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.56 FEET, THROUGH A CENTRAL ANGLE OF 89°58'47" (LONG CHORD BEARS: S45°10'59"W 21.21 FEET) TO THE WEST LOT LINE; THENCE N00°11'35"E ALONG SAID LINE, 28.49 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 8,762 SQUARE FEET OR 0.201 ACRES.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.00	23.56	89°58'47"	N45°10'59"E	21.21
C2	15.00	23.57	90°02'03"	S44°48'35"E	21.22
C3	15.00	23.56	89°58'47"	S45°10'59"W	21.21
C4	15.00	23.57	90°02'03"	N44°48'35"W	21.22

REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 800 West, Suite 100
Hurricane, UT 84757
Phone (435) 689-8307 Kari Ramussen



LOT SPLIT/ RECORD OF SURVEY FOR:
JEFFREY HATCHER
HURRICANE CITY, WASHINGTON COUNTY, UTAH
LOCATED IN NW 1/4 OF SECTION 3, T42S, R13W, S.L.B.&M., LOT 21, BLOCK 5

DATE: 1/25/2022
SCALE: 1"=20'
JOB NO.
686-201
SHEET NO.
1 OF 1

Agenda Date:	09/1/2022
Application Number:	2022-PP-22
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Jaymie Wetzel
Agent:	Jeffrey Hatcher
Request:	Approval of a Preliminary Plat
Location:	Approximately 650 S 1100 W
Zoning:	R1-15
General Plan Map:	Single Family

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to staff and JUC Comments. One Planning Commissioner opposed the recommendation because they felt that the required improvements and dedications along three side of the property were outside of the impact of the proposed development.

Discussion: The applicant is proposing a two lot single family subdivision. A zone change to R1-15 for this property was approved last month. The applicant initially applied for a lot split but upon reviewing the code a preliminary plat is required. HCC 10-39-4 states

Sec. 10-39-4. - Necessity of plat; exemption from plat requirements.

I. All subdivisions shall be required to prepare and receive approval of a preliminary and final plat in accordance with the provisions of this chapter, except as follows:

A. A subdivision creating no more than one new lot may be approved by City staff without the necessity of preparing and filing a preliminary plat or final plat if:

1. Notice is provided by City as required by this chapter.

2. The proposed subdivision:

a) Is not traversed by the mapped lines of a proposed street as shown in the general plan and does not require the dedication of any land for street or other public purposes.

b) Does not impact an existing easement or right-of-way or, if it does have an impact, evidence is shown that the impact will not impair the use of any such easement or right-of-way.

c) Has been approved by the Culinary Water Authority and Sanitary Sewer Authority.

- d) *Is located in a zoned area, and conforms to all applicable land use ordinances or has properly received a variance from the requirements of an otherwise conflicting and applicable land use ordinance.*

Where this subdivision does require roadway dedication as dictated by the Transportation Master Plan a preliminary plat is required.



JUC Comments

Water: No comments received

Cable: Need internet fiber note attached to construction plans

Power: Bringing power to Lot 2 would require a road cut crossing

Sewer: No comments

Engineering: Need to coordinate with Alpha Engineering to determine Lot 1's west boundary with regards to the 1150 W project. 650 S is master planned 67' ROW with a trail on the north side. Show 10' Public Utility Easement on street side property lines.

Streets: Okay with a lot split. Will have to put in improvements on 650 S and 1100 W when developing

Fire: No comments

Staff Comments: Preliminary Plat

1. Both proposed lots meet the requirements of the R1-15 zone.
2. The depicted roadway dedications for both 650 S and 1100 W appear to be sufficient with current city standards. Full dedications and improvements will need to be approved by the City Engineer during construction drawings.
 - a. At this time 1150 W will likely require additional dedication. The City has hired Alpha Engineering to study the alignment of 1150 W from 400 S to 1100 W near the Hurricane

Airport. This subdivision should coordinate with Engineering and Alpha Engineering to ensure proper dedication is given.

- b. The City will need to give further consideration for improvements for the surrounding roadways. The applicant will need to do full improvements to 400 S and 1100 W, but 1150 W likely deserves some additional consideration about what, if any improvements will be required beyond the needed dedication.
- c. Developers and those seeking building permits on property are obligated by Hurricane City Code to provide improvements according to Hurricane City Standards:

3. *Sec. 9-6-3. - Adequate public facilities required.*

A. Land shall be developed only where public facilities are in place or will be timely provided to serve proposed development at a level of service which meets the City's adopted level of service standards. For each proposed development the City may require an analysis to be completed to determine whether adequate public facilities are available to service the development and whether the development will change existing levels of service or will create a demand which exceeds acceptable levels of service for any public facility, including roadways, intersections, bridges, storm drainage facilities, water storage, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services.

B. A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development.

(Ord. 2007-26, 11-1-2007)

4. *Sec. 9-6-4. - Initial responsibility for public facility costs.*

A. When a public facility necessary to serve a development at adopted level of service standards is unavailable, approval of the development shall not be given unless:

- 1. Such facility is shown as a system improvement in the City's capital facilities plan and the facility may reasonably be expected to be available when needed following construction by the City; or*
- 2. The developer agrees to timely provide any necessary facility as provided in subsection B of this section.*

B. If a public facility necessary to serve a proposed development is not shown as a system improvement in the City's capital facilities plan or is not scheduled to be constructed by the City when the facility will be required to serve the development, then the developer shall be responsible for constructing the facility.

- 1. Where required by the City Engineer to connect to an existing public facility with adequate capacity to serve the development, accommodate future development, or*

accommodate the City's capital facilities plan, the developer shall also install off site or oversized public facilities reasonably necessary to improve the City's public facilities beyond that necessary to serve or benefit the particular development.

2. All construction costs, installation costs, and the cost of acquiring property or easements shall be paid initially by the developer, at developer's sole expense. Upon request and as provided in this chapter, a developer shall be entitled to be reimbursed for the cost of system improvements except for the developer's proportionate share of system improvement costs.

(Ord. 2007-26, 11-1-2007)

5. A will serve letter from the sanitary and culinary water provider has not been provided at this time
6. A note indicating whether the plat is located in a desert tortoise take area has not been provided.

Recommendation: Staff recommends the City Council review this application based on standards within Hurricane City Code. Staff recommends approval of the preliminary plat if they are able to fully address the comments within this report.

**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**

Table of Contents

Sec. 7-12-1.	Findings; Authority.
Sec. 7-12-2.	Definitions.
Sec. 7-12-3.	General Provisions; Scope and Application.
Sec. 7-12-4.	Application for Franchise.
Sec. 7-12-5.	Standards For Granting or Denying Applications.
Sec. 7-12-6.	Extension of Service; Duty to Serve; Community Access Services.
Sec. 7-12-7.	Reporting Requirements; Books and Records.
Sec. 7-12-8.	Franchise Fee.
Sec. 7-12-9.	Term of Franchise.
Sec. 7-12-10.	Transfers of Franchise.
Sec. 7-12-11.	Continuity Upon Termination or Transfer.
Sec. 7-12-12.	General Conditions and Requirements for Use of Rights-of-Way.
Sec. 7-12-13.	Underground installation of facilities; Pole Agreements.
Sec. 7-12-14.	Pole Attachment and Loading Analysis Requirements.
Sec. 7-12-15.	Small Cell Infrastructure.
Sec. 7-12-16.	Letter of Credit; Insurance; Bonding.
Sec. 7-12-17.	System Records Requirements.
Sec. 7-12-18.	Private Property; Obligation to Notify.
Sec. 7-12-19.	Applicable Codes.
Sec. 7-12-20.	Removal of System; Abandonment of Systems.
Sec. 7-12-21.	Unlawful Use; Repair After Unlawful Use; Acts Exempted.
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. 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.
- F. 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.
- G. 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 with costs borne in accordance with normal industry procedures and applicable law.
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. 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 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 other 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, which approval may be withheld at the Power Department's discretion.
- 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 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, at its 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 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	Cantenna 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 cantenna 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, cantenna 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.*

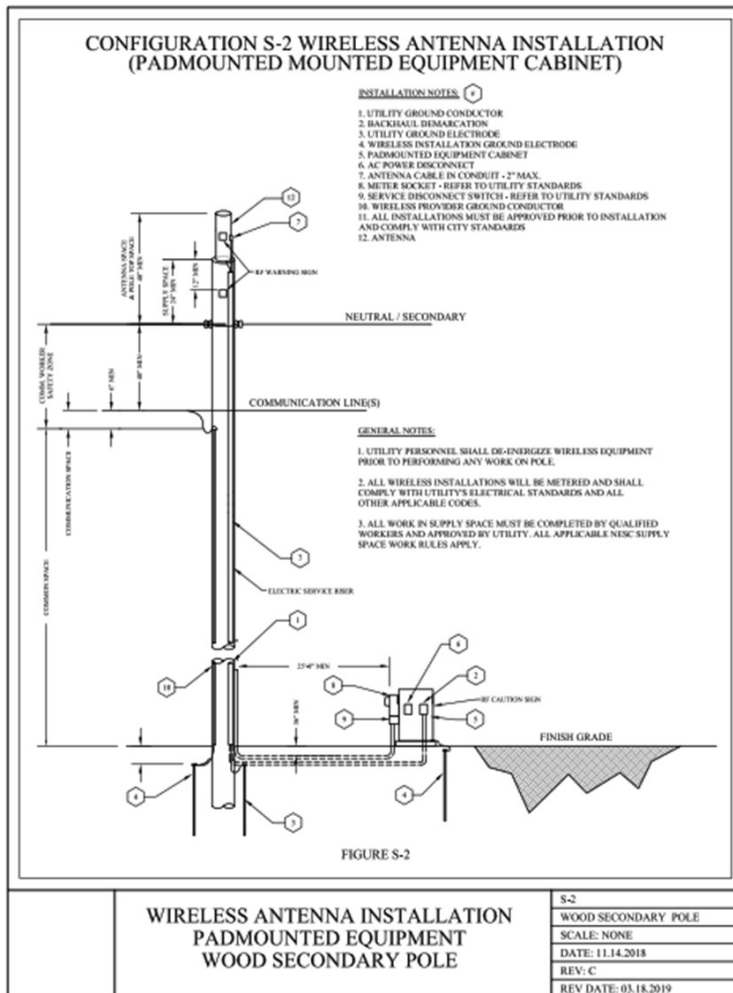
1. *Noise limitation.* System must meet the City-required noise limitation for ambient sound.
2. *Pole aesthetics.* Provider should provide detailed proposed pole aesthetics as part of their application.
3. *Position.* Poles shall not significantly obstruct property sight lines at the intersection of 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:



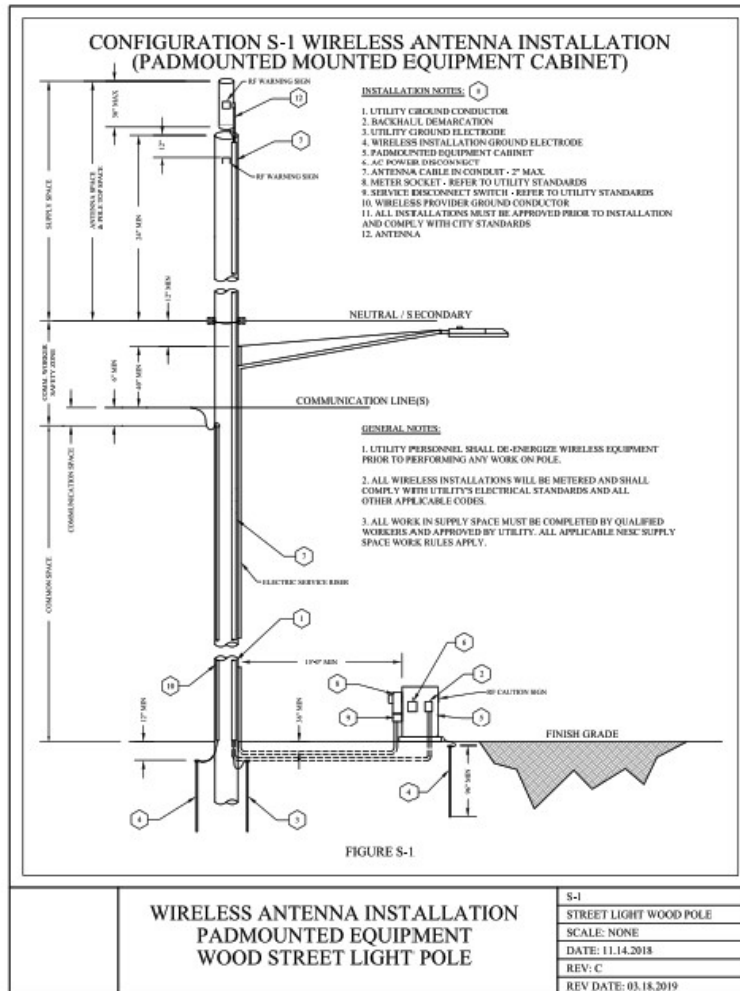
E. *Attachments to street lights.*

1. *General requirements.*

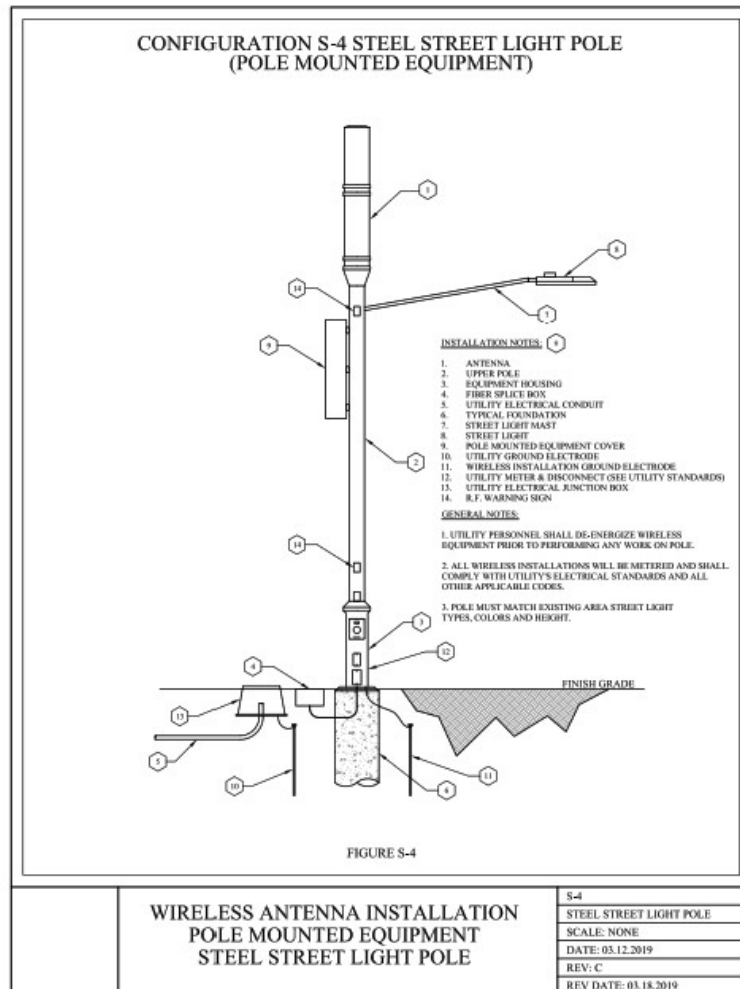
- a. The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The Provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.
- b. 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.

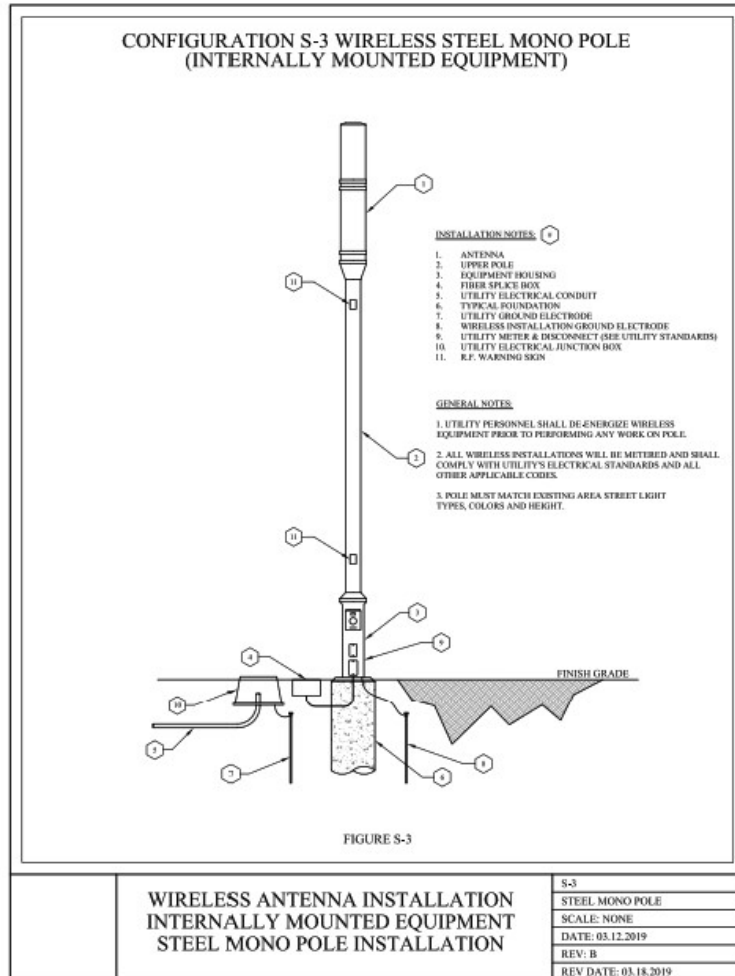
1. General requirements.

- 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.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
SECTIONS 1-9-15 & 17 OF THE HURRICANE CITY CODE GOVERNING THE
PURCHASE PROCEDURES**

WHEREAS, the City Council of Hurricane, Utah desires to amend Sections 1-9-15 & 17 of the Hurricane City Code governing the purchasing policy; and

WHEREAS, the City Council desires to support local businesses and encourages all departments to use local vendors; and

WHEREAS, said 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 Sections 1-9-15 & 17 of the Hurricane City Code shall be, and is hereby, amended in its entirety as follows:

Sec 1-9-15 – Lowest responsible bidder.

A. *Considerations*. In awarding to the lowest responsible bidder, the City shall consider, in addition to price:

1. The quality of supplies offered;
2. The ability, capacity and skill of the bidder to perform the contract or provide the supplies or service required;
3. Whether the bidder can perform the contract or provide the supplies promptly, or within the time specified, without delay or interference;
4. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the supplies or services;
5. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
6. The quality of the bidder's performance on previous orders or contracts for the City or others;
7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the City, or failed to substantially comply with bid specifications or contract terms and conditions;
8. Any previous or existing noncompliance by the bidder with laws and ordinances of the City relating directly or indirectly to the subject of the contract; and

9. The ability of the bidder to provide future maintenance and service, where essential; and

10. Possession or ability to obtain all necessary City and state licenses either at the time of bid or before doing business with the City, as specified by the contracting agent;

11. A statement by bidder of all subcontractors he will use who may supply ten percent or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.

12. Whether the bidder is a local vendor, which is defined for purposes of this Chapter as an entity or individual that either (1) has a physical location within the City limits and is licensed to conduct business by the City or (2) pays business taxes to the City.

The remainder of Section 15 shall remain unchanged.

Sec. 1-9-17 – Purchase procedures

A. Local Vendors. Hurricane City supports the local businesses and encourages all departments to use local vendors. Employees should become familiar with the local businesses and check on the possibility of purchasing from local businesses before making a purchase. The Purchasing Policy found in Title 1, Chapter 9 governs the times and conditions when approvals and purchase orders are needed. Regardless of whether the items being purchased require a purchase order, employees should attempt to obtain the best price and shop local, if possible. If an item is needed and is not available in Hurricane, regular purchasing procedures should be used. If the item is available in Hurricane, the local vendors should be consulted to determine the price. If several vendors exist, the purchasing policy should be consulted to determine the number of prices needed. If the price from a Hurricane vendor is higher than one from an outside vendor, the supervisor will make a determination as to which should be purchased, taking into consideration time, travel, shipping, etc. On non-formal bid items, local vendors may be given the opportunity to match prices of outside vendors. On bid items, the City gives a local preference of 5%. Any local vendor's bid that is less than 5% over the lowest bid may be awarded to the local vendor if they will match the low bid. If local vendors' bids are more than 5% over the lowest bid, then the bid will go to the lowest bidding vendor. In construction bids and other personal service contracts where the award system is based on other factors in addition to price, the local preference will be considered as a factor.

B. Required. Each department is required to have a purchasing procedure in place for their department. Purchases can only be made and charged to the city account for items that are to be used in the City's ordinary course of business. No personal items may be purchased. Once a purchase is made either by credit card or on account, an invoice needs to be collected and returned to the department head. The department head will make sure the invoice gets to the City Treasurer for payment. Each week the Treasurer will review all the invoices received and prepare a folder for each department containing the invoices to be paid the following week. It is the responsibility of the department supervisor to make sure the invoices are turned in for payment. All vendor accounts should show the City office address as the billing location.

C. *Review and approval.* Each week on Monday folders containing the invoices will be picked up by the department from their designated city mail slot. The invoices shall be reviewed by the department supervisor or designee and checked for accuracy. Each invoice should be signed and coded with the appropriate general ledger code. If the invoice is for a fixed asset the yes box under fixed asset should also be checked. If the invoice is in error, the department representative shall resolve the problem with the vendor before payment approval is given. In some cases the assistance of the Treasurer may be needed to resolve the invoice problem but it is the responsibility of the department supervisor to make sure it is cleared and approved. The Treasurer should be notified of the problem so that she is aware of the invoice status. Once invoices have been approved the folder is returned to the Treasurer.

D. *Checks.* Invoices will be paid every week. The Treasurer will process the invoices and prepare the checks. If there is a problem with an invoice, general ledger code, or vendor the Treasurer will resolve the problem with the vendor or contact the department supervisor. Once the problem is resolved checks will be prepared. The department head may place an invoice on hold to be paid at a later date otherwise all invoices will be processed.

E. *Signature.* There are ~~four~~ five authorized signatories on the city checking account. The five are the City Manager, ~~Assistant City Manager~~, Mayor, City Recorder, Finance Manager, and Treasurer. Once checks are prepared, the checks along with the supporting invoices, will be given to the ~~Assistant City Manager~~ Finance Manager for their ~~his~~ review and signature. They are then given to the City Manager for approval and signature. If either of the signers notice a problem with a purchase, the check will be held until the concerns are addressed. The Mayor or City Recorder may act as one of the signers in the absence of the City Manager or ~~assistant Finance Manager~~. ~~or at the Mayor's request.~~ The Treasurer may only sign when a second signer is unavailable and payment is a matter of immediate need.

F. *Payment.* Once checks are approved and signed the Treasurer mails off the payments with appropriate payment stubs. The Treasurer keeps a copy of the check stub along with the supporting documents. These will be filed by vendor by fiscal year. This documentation will be kept for two years after audit.

G. *Credit card purchases.* The City provides a credit card to each department supervisor. The supervisor is responsible for the card and how it is used. Each time a purchase is made an invoice must be obtained. Each month, the statement will be included in the weekly invoice folder for approval. The supervisor or designee will review the statement and complete the credit card reporting form and attach the invoice. The Treasurer will attach all the department statements to the master credit card statement along with the credit card reporting form and invoices. The completed documents will be given to the City Manager for his review and approval. Any problems with credit card purchases will be resolved before approval is given.

H. *Receipt of shipped goods.* Any item purchased that requires shipping will require a review of the goods. Once a package is received it should be opened by the department that ordered it and an immediate inspection made to ensure no damage was caused during shipping. In addition the contents should be compared against the original order to determine that items

received match the order. Any exceptions in items or quantity should be immediately addressed with the vendor and resolved before the invoice is processed for payment.

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 15th day of September 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 15th day of September 2022. 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
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
SECTION 7-5-13 OF THE HURRICANE CITY CODE GOVERNING THE
PLACEMENT OF MARKERS**

WHEREAS, the City Council of Hurricane, Utah desires to amend Section 7-5-13 of the Hurricane City Code governing the placement of markers within the City Cemetery; and

WHEREAS, the City Council desires to match the National Veterans Memorial standards regarding headstone heights; and

WHEREAS, said 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 Section 7-5-13 of the Hurricane City Code shall be, and is hereby, amended in its entirety as follows:

Sec. 7-5-13 – Placement of markers

It shall be unlawful for any person to erect, place or cause to be placed any marker or monument on any lot in the cemetery in violation of the rules and regulations promulgated by the City Council regarding the placement, construction and design of all such markers.

- A. *Ownership and responsibility.* Headstones are personal property. All monuments within the cemetery are the property of lot owners, their heirs or the responsible party that ordered and placed them. All care and upkeep of the monuments is the responsibility of the owner. The cemetery is maintained by City crews who exercise great care in keeping the grounds groomed. The City will not be responsible for inadvertent scratches and chips that occur from routine maintenance. Such happenings are a condition that go with the privilege of placing markers in the cemetery.
- B. *Requirements.* All headstones or markers must have a concrete border six inches wide installed flush with the surface of the lawn. All permanent vases must be attached to the monument, stone base or cast into the concrete border. No vases separate from the memorial will be permitted. Memorials will be placed in an orderly manner in predesignated rows as directed by the cemetery superintendent. Flat markers, level with the ground, with approval of the cemetery superintendent may be installed between established rows. No flower vases or containers, permanent or otherwise, will be permitted on the markers. Only one raised marker is permitted per grave. Family monuments must comply with this section.
- C. *Size of monuments.* A monument must be placed within the boundary of the grave or graves of the owner in conformity with established rows. Raised markers in the same row must be a minimum of 20 inches apart. Raised monuments in adjacent rows must be a minimum of six and one-half feet apart unless special arrangements are made with the Cemetery Superintendent. If a monument is determined by the Cemetery Superintendent to be oversized and interferes with the sprinkler irrigation system, the owner will pay for the necessary modifications. No monument will be more than ~~three feet high~~ 42 inches

tall to match the National Veteran’s Memorial standards without written permission from the Cemetery Superintendent.

- D. *Interference with excavation.* The owner or responsible party is responsible for the removal and replacement of a marker that must be moved for the excavation of a grave, or for the expenses of such service if contracted. If the owner or responsible party wishes, the City will make arrangements for the service with a local monument dealer at the owner's expense.
- E. *Recommendations.* Consult with a monument manufacturer on monument materials suitable to handle conditions at the cemetery. Markers are subject to temperature extremes, snow, ice, sprinkler irrigation water and occasional nicks and chips from mowing equipment. It is recommended that raised markers have a rough nosed base or edge rather than a polished smooth surface.
- F. *Obstructions.* No fences, foot markers or other obstructions or installations except a headstone or monument will be permitted in the cemetery.

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 15th day of September 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 15th day of September 2022. 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
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

A RESOLUTION BY THE HURRICANE CITY COUNCIL
ESTABLISHING A NEW POWER RATE SCHEDULE
FOR HURRICANE CITY POWER

WHEREAS Hurricane City desires to protect the health, safety, and welfare of its citizens;

WHEREAS Hurricane City's ordinances require power rates to be adopted by resolution;

WHEREAS Hurricane City desires to ensure that these fees are fair and equitable to all citizens;

WHEREAS Hurricane City's costs to purchase and produce power for its customers has increased substantially;

WHEREAS the City Council desires to ensure the finances and accounts of the City's Power Department remain stable during this period of increased costs for whole power; and

WHEREAS the City Council desires to ensure power rates are revenue neutral, and the Power Board has recommended an increase in rates to accomplish revenue neutrality.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HURRICANE, UTAH that kwh rates charged to City of Hurricane Power customers shall increase by fifteen percent (15%) across all power rate classes. In addition, the base charge shall increase by one dollar (\$1.00) for all rate classes except for large commercial, which shall increase by twenty dollars (\$20.00). These updated power rates and base charges for all Hurricane City Power service areas are set forth in Exhibit "A" attached hereto. The updated rates and charges set forth in this Resolution shall be effective for electricity usage occurring in October 2022, which will be billed in November 2022.

PASSED AND APPROVED this ____ day of _____, 2022.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of September 2022. 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
Joseph Prete	—	—	—	—
Dave Sanders	—	—	—	—
David Hirschi	—	—	—	—
Kevin Thomas	—	—	—	—
Doug Heideman	—	—	—	—

Cindy Beteag

Exhibit "A"

Rate Effective
11/1/22 (October
usage)

Residential

Base Charge (Rate 101, 107)			\$	20.00
Plus	Usage		\$	-
	1-800	KWh	\$	0.08133
	801-2000	KWh	\$	0.09293
	2000+	KWh	\$	0.10441
			\$	-

ANALOG METER-Residential

Base Charge (Rate 121)			\$	30.00
Plus	Usage		\$	-
	1-800	KWh	\$	0.08133
	801-2000	KWh	\$	0.09293
	2000+	KWh	\$	0.10441
			\$	-

Electric-Agricultural Single Phase

Base Charge - Single Phase (Rate 108)			\$	18.00
Plus	All KWh		\$	0.08527
			\$	-
			\$	-

Electric-Agricultural Three Phase

Base Charge - Three Phase (Rate 111)	All KWh		\$	24.50
Plus			\$	0.09783
			\$	-

Small Commercial

Base Charge - Single Phase (Rate 105)			\$	19.00
Plus	Usage		\$	-
	1-800	KWh	\$	0.09365
	801+	KWh	\$	0.09891
Plus	Demand Charge over 50KWh		\$	8.50
			\$	-

Small Commercial

Base Charge - Three Phase (Rate 106, 112, 113)			\$	24.50
Plus	Usage		\$	-
	1-800	KWh	\$	0.09365
	801+	KWh	\$	0.09891
Plus	Demand Charge over 50KWh		\$	8.50
			\$	-

Large Commercial

Base Charge - Three Phase (Rate 104)			\$	320.00
Plus	Usage		\$	-
	All KWh		\$	0.06053
Plus	Demand Charge		\$	9.10
			\$	-

Old Commercial Rate

Base Charge (Rate 199)			\$	18.50
Plus	Usage		\$	-
	1-800	KWh	\$	0.08372
	801-1500	KWh	\$	0.09568
	1501-26500	KWh	\$	0.09245

	26501+	KWh	\$	0.08348
Plus	Demand Charge over 50KWh		\$	7.60
			\$	-
CITY-SINGLE PHASE				\$ -
			\$	18.00
Base Charge (Rate 102)			\$	-
Plus	Usage		\$	-
	1-800	KWh	\$	0.09149
	801+	KWh	\$	0.10046
			\$	-
CITY-THREE PHASE				\$ -
			\$	24.50
Base Charge (Rate 103)			\$	-
Plus	Usage		\$	-
	1-800	KWh	\$	0.09149
	801+	KWh	\$	0.10046
			\$	-
Electric Production-Solar refund (Rate 177)	All		\$	(0.04)
			\$	-
Residential Solar				\$ -
			\$	20.00
Base Charge (Rate 115)			\$	-
Plus	Usage		\$	-
	1-800	KWh	\$	0.08133
	801-2000	KWh	\$	0.09293
	2000+	KWh	\$	0.10441
			\$	-
Residential Solar larger system				\$ -
			\$	31.00
Base Charge (Rate 116)			\$	-
Plus	Usage		\$	-
	1-800	KWh	\$	0.08133
	801-2000	KWh	\$	0.09293
	2000+	KWh	\$	0.10441
			\$	-
Solar Rate -Commerical				\$ -
			\$	31.00
Base Charge - Three Phase (Rate 117)			\$	-
Plus	Usage		\$	-
	1-800	KWh	\$	0.09365
	801+	KWh	\$	0.09891
			\$	-
			\$	-
Solar Rate -Zero Export Rate Residential				\$ -
			\$	41.00
Base Charge - Three Phase (Rate 118)			\$	-
Plus	Usage		\$	-
	1-800	KWh	\$	0.08133
	801-2000	KWh	\$	0.09293
	2000+	KWh	\$	0.10441
			\$	-
PACIFICORP POWER (OLD UP&L/ROCKY MTN PWR) (Rate 109)				
<u>This is a contracted rate and not subject to rate changes passed by resolution</u>				
	All	KWh	\$	0.06747

Exhibit "A"				Rate Effective 11/1/22 (October usage)	Current Rates as of 11/1/21	Old Rates + 15% kwh Increase + Base Charge Increase Proposed Effective 11/1/2022 billing (October usage)
Residential						
Base Charge (Rate 101, 107)				\$ 20.00	\$ 19.00	20
Plus Usage				\$ -		
1-800 KWh				\$ 0.08133	0.07072	0.081328
801-2000 KWh				\$ 0.09293	0.080808	0.0929292
2000+ KWh				\$ 0.10441	0.090792	0.1044108
				\$ -		
ANALOG METER-Residential				\$ -		
Base Charge (Rate 121)				\$ 30.00	29	30
Plus Usage				\$ -		
1-800 KWh				\$ 0.08133	0.07072	0.081328
801-2000 KWh				\$ 0.09293	0.080808	0.0929292
2000+ KWh				\$ 0.10441	0.090792	0.1044108
				\$ -		
Electric-Agricultural Single Phase				\$ -		
Base Charge - Single Phase (Rate 108)				\$ 18.00	17	18
Plus All KWh				\$ 0.08527	0.074152	0.0852748
				\$ -		
				\$ -		
Electric-Agricultural Three Phase				\$ -		
Base Charge - Three Phase (Rate 111)				\$ 24.50	23.5	24.5
Plus All KWh				\$ 0.09783	0.085072	0.0978328
				\$ -		
Small Commercial				\$ -		
Base Charge - Single Phase (Rate 105)				\$ 19.00	18	19
Plus Usage				\$ -		
1-800 KWh				\$ 0.09365	0.081432	0.0936468
801+ KWh				\$ 0.09891	0.086008	0.0989092
Plus Demand Charge over 50KWh				\$ 8.50	8.5	8.5
				\$ -		
Small Commercial				\$ -		
Base Charge - Three Phase (Rate 106, 112, 113)				\$ 24.50	23.5	24.5
Plus Usage				\$ -		
1-800 KWh				\$ 0.09365	0.081432	0.0936468
801+ KWh				\$ 0.09891	0.086008	0.0989092
Plus Demand Charge over 50KWh				\$ 8.50	8.5	8.5
				\$ -		
Large Commercial				\$ -		
Base Charge - Three Phase (Rate 104)				\$ 320.00	300	320
Plus Usage				\$ -		
All KWh				\$ 0.06053	0.052634	0.06052956
Plus Demand Charge				\$ 9.10	9.1	9.1
				\$ -		
Old Commercial Rate				\$ -		
Base Charge (Rate 199)				\$ 18.50	17.5	18.5
Plus Usage				\$ -		
1-800 KWh				\$ 0.08372	0.0728	0.08372
801-1500 KWh				\$ 0.09568	0.0832	0.09568
1501-26500 KWh				\$ 0.09245	0.080392	0.0924508
26501+ KWh				\$ 0.08348	0.072592	0.0834808
Plus Demand Charge over 50KWh				\$ 7.60	7.6	7.6
				\$ -		
CITY-SINGLE PHASE				\$ -		
Base Charge (Rate 102)				\$ 18.00	17	18
Plus Usage				\$ -		
1-800 KWh				\$ 0.09149	0.07956	0.091494
801+ KWh				\$ 0.10046	0.08736	0.100464
				\$ -		
CITY-THREE PHASE				\$ -		
Base Charge (Rate 103)				\$ 24.50	23.5	24.5
Plus Usage				\$ -		
1-800 KWh				\$ 0.09149	0.07956	0.091494
801+ KWh				\$ 0.10046	0.08736	0.100464
				\$ -		
Electric Production-Solar refund (Rate 177)				\$ (0.04)	-0.04	-0.04
				\$ -		
Residential Solar				\$ -		
Base Charge (Rate 115)				\$ 20.00	19	20

Plus	Usage		\$	-		
	1-800	KWh	\$	0.08133	0.07072	0.081328
	801-2000	KWh	\$	0.09293	0.080808	0.0929292
	2000+	KWh	\$	0.10441	0.090792	0.1044108
			\$	-		
Residential Solar larger system				\$		
Base Charge (Rate 116)				\$	30	31
Plus				\$		
	Usage		\$	-		
	1-800	KWh	\$	0.08133	0.07072	0.081328
	801-2000	KWh	\$	0.09293	0.080808	0.0929292
	2000+	KWh	\$	0.10441	0.090792	0.1044108
			\$	-		
Solar Rate -Commerical				\$		
Base Charge - Three Phase (Rate 117)				\$	30	31
Plus				\$		
	Usage		\$	-		
	1-800	KWh	\$	0.09365	0.081432	0.0936468
	801+	KWh	\$	0.09891	0.086008	0.0989092
			\$	-		
			\$	-		
Solar Rate -Zero Export Rate Residential				\$		
Base Charge - Three Phase (Rate 118)				\$	40	41
Plus				\$		
	Usage		\$	-		
	1-800	KWh	\$	0.08133	0.07072	0.081328
	801-2000	KWh	\$	0.09293	0.080808	0.0929292
	2000+	KWh	\$	0.10441	0.090792	0.1044108
			\$	-		
PACIFICORP POWER (OLD UP&L/ROCKY MTN PWR) (Rate 109)						
<u>This is a contracted rate and not subject to rate changes passed by resolution</u>						
	All	KWh	\$	0.06747	0.06747	0.06747

	2002	2006	2008	2015	2017	2018	2021	2022
Residential								
Base Rate	\$5.95	\$7.00	\$11.00	\$17.00	\$18.00	\$19.00	\$19.00	\$20.00
Usage								
1-800 kwh	\$0.06850	\$0.07000	\$0.07490	\$0.07020	\$0.06910	\$0.06800	\$0.07072	\$0.08133
801-2000 kwh	\$0.06850	\$0.08000	\$0.08560	\$0.08020	\$0.07890	\$0.07770	\$0.08081	\$0.09293
2001+kwh	\$0.06850	\$0.09000	\$0.09630	\$0.09020	\$0.08880	\$0.08730	\$0.09079	\$0.10441
Or, for little or no usage	\$14.00	\$14.00	\$14.00	NA	NA	NA		
Small Commercial								
Base Rate								
Single Phase	\$12.00	\$12.00	\$16.00	\$18.00	\$18.00	\$18.00	\$18.00	\$19.00
Three Phase	\$17.50	\$17.50	\$21.50	\$23.50	\$23.50	\$23.50	\$23.50	\$24.50
Usage								
1-800 kwh	\$0.08500	\$0.07000	\$0.07490	\$0.07830	\$0.07830	\$0.07830	\$0.08143	\$0.09365
801-1500 kwh	\$0.08500	\$0.08000	\$0.08560	\$0.08270	\$0.08270	\$0.08270	\$0.08601	\$0.09891
1501-25000 kwh	\$0.08500	\$0.07730	\$0.08270	\$0.08270	\$0.08270	\$0.08270	\$0.08601	\$0.09891
25001 + kwh	\$0.06950	\$0.06980	\$0.07470	\$0.08270	\$0.08270	\$0.08270	\$0.08601	\$0.09891
Demand Charge								
Single Phase > 50KW	\$7.60	\$7.60	\$7.60	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
Three Phase > 50 KW	\$7.60	\$7.60	\$7.60	\$9.00	\$9.00	\$8.50	\$8.50	\$8.50
Min Monthly Charge								
Single Phase	\$12.00	\$12.00	\$16.00	\$18.00	\$18.00	\$18.00	\$18.00	\$19.00
Three Phase	\$17.50	\$17.50	\$21.50	\$23.50	\$23.50	\$23.50	\$23.50	\$24.50
Large Commercial								
Base Rate	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$320.00
Usage								
All kwh	\$0.04600	\$0.05030	\$0.05030	\$0.05061	\$0.05061	\$0.05061	\$0.05263	\$0.06053
Demand	\$8.75	\$8.75	\$8.75	\$9.10	\$9.10	\$9.10	\$9.10	\$9.10