



HURRICANE CITY UTAH

Mayor

Nanette Billings

City Manager

Kaden DeMille

City Council

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

Hurricane City Council Meeting Agenda

January 5, 2023

5:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for November 17, 2022, special meeting November 29, 2022, and December 1, 2022

Presentation of the 2021-2022 annual audit-Hinton Burdick

Recognition of Timothy Lawton on obtaining is Eagle Scouts Award

Update on Wreaths Across America

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 a **policy governing the Hurricane American Legion Equestrian Park-Tiffani Wright/Darren Barney**

2. Ordinance 2022-61 Consideration and possible approval of an amendment to Hurricane City Code **Title 10 Chapter 7 Section 9 Conditional Use Permit Standards, Title 10 Chapter 12 Agriculture Zoning Standards and Title 10 Chapter 14 Residential Agriculture Standards** to amend the code to allow Reception Centers as a conditional use within Agriculture and Residential Agriculture Zones.
3. Ordinance 2022-62 Consideration and possible approval on a **Land Use Code Amendment Request to Title 10-Chapter 3-Subsection 4 and 10, Title 10-Chapter 15-Subsection 3, Title 10-Chapter 41, and Title 10-Chapter 51; and Title 3 Chapter 10** to make changes regarding short-term rental standards within residential areas, residential hosting standards, and short-term rental standards in commercial zones. Hurricane City Applicant.

NEW BUSINESS

1. **Presentation and update on the IPP Renewed Project for the Intermountain Power Project** that will be converting from coal fuel to natural gas and hydrogen fuel-Intermountain Power Agency, John Ward
2. Discussion regarding the **municipal election** for Hurricane City
3. Consideration and possible approval of an **appeal to the denial of a residential hosting application** - Kelly Ashcroft
4. Consideration and possible approval of a **road dedication for 3150 S Extension-** Arthur LeBaron
5. Consideration and possible approval of **amendments to the airport lease templates**-Dayton Hall
6. Consideration and possible approval of **amending the Private Hangar Lease Agreement for Lot 13 S 5 E at the City Airport to remove Steven D. Young as the tenant.** Steven D. Young and SD Young Inv, LLC
7. Consideration and possible approval to **accept for further consideration or deny the annexation petition for Copper Sky**-Tara Paras applicant, Jason Boal agent
8. Consideration and possible approval of **local consent of a restaurant beer only license for Adelita's Mexican Fast Food located at 982 W State St.-**Jose Gonzalez
9. Consideration and possible approval of **reaffirming all of the power impact fee rates on the exhibit for Ordinance 2022-55** - Cindy Beteag
10. Discussion regarding a potential **new policy governing the submission of agenda items** for City Council review.
11. Consideration and possible approval of a Resolution **transferring appropriated balance of funds between departments in the same fund.** -Kaden DeMille
12. Consideration and possible approval of an **Independent Contractor Agreement for Zion's Regional Collaborative**
13. Consideration and possible approval of **Resolution 2023-01 Amending 8-1-4 & 8-4-4 regarding fees for connection of municipal power and water services**

14. Consideration and possible approval of **Resolution 2023-02 Adopting a fee for Identification Cards**-Lynn Excell
15. Ordinance 2023-01: Consideration and possible approval of a **Land Use Code Amendment to Title 10-Chapter 7-Subsection 4, Title 10-Chapter 21-Subsection 9, and Title 10-Chapter 39-Subsection 5**, all regarding public noticing requirements.
16. Ordinance No 2023-ZC-01: Consideration and possible approval on a zone change amendment request located at **approx. 100 N and 2600 W from RM-2, multifamily 10 units per acre, and HC, highway commercial, to RM-3 (PDO), multifamily 15 units per acre with a planned development overlay, covering 8.29 acres and HC (PDO), highway commercial with a planned development overlay** covering 4.39 acres. Parcel H-3-1-32-4212-RD. Shadow Glen 420 In Applicant. Brandee Walker Agent.
17. Consideration and possible approval on a **preliminary plat for Glampers Inn, a five lot commercial development**, located at approximately 450 S Sand Hollow Road. Blow Sand LLC Applicant.
18. Consideration and possible approval of a **recommendation to UDOT for a traffic signal at 1580 West or 1400 West State** Street-Arthur LeBaron
19. Consideration and possible approval of **Resolution 2023-04 appointing board members to the Historical Committee**
20. Consideration and possible approval of **Resolution 2023-05 adopting the Washington County Water Conservancy excess water surcharge and a monthly standby fee, administrative fee, and extension fee**
21. 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

Minutes of the Hurricane City Council special meeting held on November 29, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, City Recorder Cindy Beteag, and Planning Assistant Fred Resch III

AGENDA

5:00 p.m. Call to Order

1. Consideration and possible approval of the renewal of the distributing license for Birrell Bottling Southern Utah

Cindy Beteag stated a background check had been performed on the manager and there were no concerns. The police department also gave a positive recommendation to renew the license.

Dave Sanders motioned to approve the renewal of the distributing license for Birrell Bottling Southern Utah. Seconded by Doug Heideman. Motion carried with Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye. Due to technical issues Joseph Prete was unable to vote.

Adjournment:

Dave Sanders motioned to adjourn at 5:05 p.m. Seconded by Doug Heideman. Motion carried with Joseph Prete, Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman voting aye.

Minutes of the Hurricane City Council meeting held on November 17, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 3:30 p.m.

3:40 – 4:00 p.m. Closed Meeting regarding potential purchase of real property and the character, professional competence, or physical or mental health of an individual

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

Also Present: City Manager Kaden DeMille, Attorney Dayton Hall, Planning Director Stephen Nelson, Assistant Planner Fred Resch III, City Engineer Arthur LeBaron, Street Superintendent Weston Walker, Public Works Director Mike Vercimack, Power Superintendent Scott Hughes, City Accountant Paige Chapman, and City Recorder Cindy Beteag

Joseph Prete motioned to go into a closed session to discuss the potential purchase of real property. Seconded by Dave Sanders. Motion carried unanimously.

Dave Sanders motioned to go out of a closed session at 4:30 p.m. Seconded by Kevin Thomas. Motion carried unanimously.

David Hirschi motioned to move the tourism discussion to December and change the presentation to 4:30 p.m. Seconded by Kevin Thomas. Doug Heideman, Kevin Thomas, and David Hirschi, voting aye. Dave Sanders and Joseph Prete were not present. Motion carried.

4:30 -5:00 p.m. Presentation from United We Pledge and discussion of Liberty Village

Richard Widgit and Dennis Leavitt present. Mr. Leavitt explained that their mission statement is about freedom, family, and faith. Education, celebration, and destination are their three initiatives. They are private, nonprofit, nondenominational, and nonpartisan. Their primary focus is educating the youth of America about the Constitution, the Declaration of Independence, and the Bill of Rights. They offer a free online curriculum for anyone interested. Mayor Billings noted that United We Pledge paid \$4000 for the Wreaths across America.

Mr. Leavitt explained that Liberty Village is a four-phase project, and phase one is fully funded. The master site plan is complete and approved by the board. They are building historically accurate replicas of notable events. Four buildings are funded, and there is an advisory board to ensure the information they provide is accurate. Mr. Leavitt presented slides showing the buildings. He anticipates that phase two will be funded by spring.

Mayor Billings reported that the City Council agrees with faith, family, and freedom. She noted that she did ask the City Attorney to research waiving impact fees.

Dayton Hall reported that impact fees could not be waived in this scenario. He explained the impact fee ordinance and state code. Mr. Leavitt stated they are only asking for assistance in paying for the infrastructure and the park.

AGENDA

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, Assistant Planner Fred Resch III, Street Superintendent Weston Walker, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, City Recorder Cindy Beteag, Fire District Representative Joe Decker, Human Resource Director Selwin Lovell, Parks Superintendent Darren Barney, and Water Superintendent Ken Richins

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

Stephen Nelson provided QR codes for the Downtown Master Plan to the City Council and reported that the codes are posted in the City offices. A consultant was hired to assist in updating the master plan, and the survey can be accessed on the website. The goal is to have the new plan adopted by May. Mayor Billings asked how the Downtown Master Plan will benefit the City. Mr. Nelson reported that the General Plan recommended a downtown master plan. This plan will provide an economic analysis of what is needed in the area. The plan will also help enhance transportation options and parking plans. He mentioned the code enforcement program has been very successful. The building permit system is close to going live. There has been an issue with the fee structure, which is holding back the system. The planning applications are expected to be online in January.

Arthur LeBaron reported that his department is very busy with development inquiries. He is working with schools on safety. He has sent progress videos on the 2800 West project, which is still under construction. He is working with Washington County and Washington City on the design for the Purgatory Road. They are planning another Love Where You Live campaign for cleanup along SR-9. Councilman Sanders asked if there are plans for the SR-7 interchange. Mr. LeBaron reported that the interchange is in the Utah Department of Transportation's (UDOT) right of way.

Weston Walker reported that the installation of the pipe on 1100 West is complete, and the stripping is complete on the roads that were chip sealed. They received the first load of crack seal.

1 Mike Vercimack agreed that the City is still remarkably busy with development projects. The
2 tractor for the airport has been purchased.

3 Chief Excell reported that contractors are repairing the flooded basement this week. The
4 Preparedness Fair is at the Community Center tomorrow. He asked the City Council to help if
5 they are available and thanked everyone for their help in preparing for the fair. He stated that
6 there is currently an active kidnapping case in Hurricane City. The case involves non-custodial
7 parents. One hundred and forty-four citations were issued during the stop light enforcement
8 project. He noted that traffic accidents decreased during this project. A citizen donated money
9 to purchase a speed trailer. This citizen has donated a large amount of money to the Police
10 Department in the past three years. Five officers are in the Police Academy, and two graduate
11 on December 8th. Mayor Billings thanked the department for the belt buckles donated to the
12 Equestrian Park.

13 Dayton Hall reported that an Administration Officer has been hired and there is one case
14 scheduled. One case has gone to court, and it was won. There are two pending trials.
15 Councilman Sanders reported an overwhelming amount of advertising signs in the community
16 that are starting to clutter the intersections. Fred Resch III explained the general policy is to
17 remove signs in the City's right of way but if the Council wants the staff to be more aggressive,
18 they can.

19 Tiffani Wright reported that the Tree Lighting is on Monday, November 28th. There will be horse
20 sleigh rides, polar express train rides, a live nativity scene, and Santa. The Tree Festival is the
21 first weekend of December.

22 Joe Decker reported that the Fire District averages between eighteen to twenty daily calls. The
23 district will be at the Preparedness Fair.

24 Selwin Lovell reported a Journeyman Lineman position and a Building Official position open.

25 Ken Richins reported that the irrigation meter project will be advertised for bid starting
26 tomorrow. The well drilling in Dixie Springs is at 640 feet.

27 Darren Barney reported settling in the equestrian park restroom due to a water leak. It has
28 been repaired, and the work is under warranty. He completed the Tree USA program
29 recertification. They have filled the full-time positions and extended an offer for the remaining
30 part-time position.

31 Scott Hughes reported that the Power Department is still understaffed, and an applicant has
32 verbally accepted the journeyman/lineman position. They are setting up the Christmas tree
33 next week and hanging Christmas lights on the 27th. He asked everyone to be careful while
34 driving on State Street.

1 Paige Chapman is going to a recreation grant meeting tomorrow.

2 **6:00 p.m. - Call to Order -**

3 **Prayer:** John Bramall

4 **Thought and Pledge:** Summer Barlow and Evalena Barlow Valley Academy Student Council.

5 Declaration of any conflicts of interest

6 Joseph Prete declared a conflict of interest on any Elim Valley item. New Business agenda item
7 10.

8 Approval of Minutes: November 4, 2021, December 2, 2021, and October 3, 2022

9 Kevin Thomas abstained because he was not on the City Council in 2021.

10 Joseph Prete motioned to approve the minutes of the November 4, 2021, December 2, 2021,
11 and October 3, 2022, City Council meetings. Seconded by Dave Sanders. Motion carried
12 unanimously.

13 **OLD BUSINESS**

14 **1. Consideration and possible approval of a Franchise Agreement between Hurricane City**
15 **and Infowest**

16 Kelly Nyberg reported that Infowest has no objections to the agreement and thanked the City
17 Council, Mayor, and Staff for their time and effort in collaborating with them. Dayton Hall
18 added a five-year term clause and a statement that the agreement can be continued before the
19 fifteen-year term.

20 Kevin Thomas motioned to approve a Franchise Agreement between Hurricane City and
21 Infowest. Seconded by Dave Sanders. Joseph Prete, Doug Heideman, David Hirschi, Kevin
22 Thomas, and Joseph Prete, aye. Motion carried unanimously.

23 **2. Consideration and possible approval of a donation to the Hurricane High School's**
24 **robotics team Black Ops**

25
26 Councilman Prete reported that Mr. Vick was unaware that this was on the agenda until late
27 yesterday. Mayor Billings reported that the team picked up the money previously approved.

David Hirschi motioned to continue the donation to the Hurricane High School's robotics team Black Ops. Seconded by Kevin Thomas. Joseph Prete, Doug Heideman, David Hirschi, Kevin Thomas, and Joseph Prete, aye. Motion carried unanimously.

Councilman Prete suggested a work session. He explained that Mr. Vick's goal is for Southern Utah to become an engineering tech hub. Mr. Vick hopes to have creative thought as a City to determine how to bring this type of business to the area.

3. Consideration and possible approval to fund \$3,000 for Wreaths Across America in memory of 528 Veterans Graves

Fred Hernandez reported that there are 543 veteran graves in the cemetery. Mr. Hernandez asked the City Council to increase the funding to \$5,000. He reported that Balance of Nature has committed to match of up to \$10,000. He explained that unused funds will go into their excessive fund account for other projects.

Mayor Billings mentioned Washington City placed a wreath emblem on each headstone and she questioned if something like that could be done that is permanent. Councilman Hirschi reported that the Just Serve project placed a wreath on every grave. The wreaths were recovered and will be used again. He feels it is important to be conscious of the funds and find something to honor the veterans that can be reused. Mayor Billings reported enough money in the contingency fund to approve the \$3000. She explained how the funding amount was determined.

Councilman Thomas stated that this should be included in the annual budget if the Council intends to continue funding this. Councilman Hirschi explained that the City Council is working on a Veterans Park at the Cemetery. He questioned whether this money should go toward the Veterans Park. John Bramall reported that if the City donates a large amount, he will ask Balance of Nature to match funds for the Veterans Park.

Dave Sanders motioned to approve \$5,000 for Wreaths Across America in memory of 528 Veterans Graves. Dayton Hall explained that the agenda item is for a donation of \$3,000.

Dave Sanders amended his motion to approve \$3,000 for Wreaths Across America in memory of 528 Veterans Graves with the intent that the item will be on the next agenda for approval of the remaining \$2,000. Seconded by Joseph Prete. David Hirschi, Kevin Thomas, Doug Heideman, Dave Sanders, and Joseph Prete, aye. Motion carried unanimously.

Public Forum – Comments From Public

Susan Seder is speaking on behalf of the HOA boards of Sky Mountain Golf Community and its residents. Their goal is to have a safe, stronger community. She provided a map showing the

1 twenty-six curbs and hydrants that were painted. Many of the hydrants are located on private
2 property and were painted to match the house and covered by landscaping. She provided
3 pictures of their accomplishments and thanked the City for its help with the project.

4 Judey Hartzell asked the City Council to enforce the city noise ordinance in Dixie Springs. There
5 are residents altering motorcycle mufflers, and they have free reign of the streets. Events in
6 Sand Hollow escalate the problems because of the vacation rentals. She explained that the
7 noise is mainly on weekends and at night. They like to support respected events, but previous
8 events have kept them up all night. There needs to be a balance between tourism and life.

9 John Bramall thanked Arthur LeBaron and the developers that met this week to work on
10 drainage on 1100 West.

11 Kelly McAdams lives in Dixie Springs. He reported that there is an ongoing problem with
12 tumbleweeds. The vacant lots are not being maintained, and the sidewalks are obstructed. He
13 asked the City to require lot owners to maintain their property.

14 **4. Ordinance 2022-54 Consideration and possible approval of a A Zone Change**
15 **Amendment request for Steward Land Holdings located at approx.. 3112 West State**
16 **Street from HC, highway commercial, to PC, planned commercial.** Parcel number H-3-
17 1-31-3009. Steward Land Holdings Applicant. Brad Brown Agent.
18

19 Councilman Prete asked for a summary from the previous meeting. Stephen Nelson explained
20 that this is a zone change to planned commercial. The Planning Commission made a positive
21 recommendation; however, the City Council raised concerns regarding the building height, the
22 expansion of the commercial area, and whether there are adequate facilities. Brad Brown
23 provided the City Council with packets that addressed those concerns. Mr. Nelson noted that
24 the applicant has not requested a density bonus. Councilman Prete confirmed that there is no
25 access off SR-9.

26 Mr. Brown explained that the applicant has studied affordable housing and found it to be a
27 complicated issue that does not have a simple solution. One of the main issues is supply and
28 demand; having various housing types can help with this. He reported that the applicant is
29 willing to provide ten percent of the units as affordable housing as part of the development
30 agreement. Mayor Billings noted that reducing commercial areas places a tax burden on
31 citizens. Mr. Nelson explained that this plan meets the minimum commercial requirement of
32 twenty percent.

33 Mr. Nelson reported that this area is designated as mixed-use because of the topography and
34 limited access. The area of the proposed commercial is the flattest area of the property and is
35 visible from SR-9. He agrees that commercial is the most significant tax revenue; however,
36 rooftops are needed for commercial businesses to come in. Councilman Thomas agreed with

Mr. Nelson. Councilman Hirschi confirmed there are five hundred units and expressed concern with the density. Mr. Brown noted that he discussed this with Mr. Nelson and felt this area is a good location for this type of development. Councilman Thomas noted that there is infrastructure in the area, and this is near other commercial uses.

Mayor Billings asked how the applicant intends to make this an affordable housing product. Mr. Brown reiterated that the applicant is willing to provide ten percent as affordable housing with a development agreement. Councilman Prete likes the project. It is time to proceed forward with the moderate-income housing plan. He confirmed that the applicant agrees to not exceed three stories and designate ten percent as affordable housing. He explained that these details must be worked out in a development agreement. He suggested continuing the item until the development agreement has been reviewed. He noted that this is the first applicant that has committed to deed-restricted affordable housing.

Joseph Prete motioned to continue the Zone Change Amendment request for Steward Land Holdings located at approx. 3112 West State Street from HC to PC to the next meeting to consider the request with a development agreement. Seconded by Kevin Thomas. Dave Sanders, Kevin Thomas, and Joseph Prete voting, aye. David Hirschi and Doug Heideman nay. Motion carried.

5. Consideration and possible approval of allocating funds to the Tourism Board - April Gates/Doug Heideman

April Gates stated that the Tri-State Jamboree donated money to help veterans. The Tourism Alliance is taking over the Tri-State Jamboree moving forward. Ms. Gates reported that the Tourism Board is requesting \$3,000 to help boost their website.

Kevin Thomas motioned to approve allocating \$3,000 to the Tourism Board. Seconded by Dave Sanders. Joseph Prete, Doug Heideman, David Hirschi, Kevin Thomas, and Dave Sanders voting aye. Motion carried unanimously.

6. Ordinance 2022-60: Consideration and possible approval of a proposed Zone Change Amendment request located at approx. 5200 West and 2500 South from A-5, agriculture one unit per 5 acres, to RM-1/PDO, multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort. Parcel numbers: H-4138-B, H-4138-L, H-4138-E. Chris Wyler Applicant. Brandee Walker-Civil Science Agent.

Stephen Nelson explained that this is part of the Pecan Valley project. The applicant previously asked to expand the resort use and add a PDO. The Planning Commission recommended denial. After discussions with the applicant, the City Council felt a development agreement could be implemented to cap the density. He explained that the presented development agreement will require amenities in certain areas, an additional clubhouse in the southern area, and limits the

1 number of units. Mayor Billings asked when the clubhouse will be built. Mr. Nelson reported
2 that the clubhouse will be built in the first phase. Councilman Thomas feels this is a good
3 change that benefits the community. Councilman Sanders asked how the excavation process
4 will affect the neighbors. Chris Wyler feels it will help the neighbors with the flood water. They
5 have a four-foot storm drain going to the river, which will help with future flooding. Mr. Nelson
6 explained that the Planning Commission recommended denial due to concerns regarding
7 infrastructure in the area, the main sewer line, and the expansion of the resort area. He noted
8 that the development agreement contains adequate public facilities language.

9 Kevin Thomas motioned to approve the Zone Change Amendment request located at approx.
10 5200 West and 2500 South from A-5, agriculture one unit per 5 acres, to RM-1/PDO,
11 multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort
12 subject to a development agreement and staff and JUC comments; 1. Power: Dixie Power area.
13 Still waiting on off-site improvements. Probably will have enough capacity when they get to this
14 part. 2. Water: Need an updated water model. Water is in the area but could be limited with
15 this increase. 3. Streets: Second access needed to handle high density traffic flow. 4. Sewer: A
16 lot of off-site sewer will be needed for this property. May need a regional lift station. 5.
17 Engineering: 5200 W is 5350 W. The property should be acquired to connect 5350 W through.
18 The Hunter and Lowell Frei parcels should be accessible from a public street. 6. Fire: Water
19 supply and access. 7. Gas: No concerns. 8. Cable: No comments. 9. Density: The applicant is
20 proposing 4.2 units per acre, RM-1 zoning allows up to six units per acre. The applicant is
21 proposing 71 long-term townhome units and 228 resort townhome units. 10. The applicant is
22 proposing that the already approved parking lot and clubhouse area on the north end of Pecan
23 Valley Resort be zoned RM-1 PDO. The applicant has indicated to staff that this would be a
24 recreation/community center open to the public. 11. Amenities: The total Pecan Valley Resort
25 area has 473 units. Per HCC 10-26-4: Two clubhouses with 2,000 sq ft of nonoffice space and
26 four pools of at least 2,000 sq ft are required. Two clubhouses are shown and the Planning
27 Commission has approved a larger pool amenity with enhanced features in the phase 1 amenity
28 area. a. The Planning Commission may approve an alternative amenity package. Staff would be
29 broadly supportive of some level of alternative compliance on this overall plan due to the
30 fact that the code requiring amenities was passed during the design and construction of
31 the overall resort area. The relevant codes are: i. Alternative compliance, such as splash pads,
32 sports courts, and open space amenities may be considered by the Planning Commission to
33 offset other amenities requirements. ii. Pools: Pools may be combined for an enhanced amenity
34 area with the approval of the Planning Commission. b. Staff has serious concerns with counting
35 the proposed recreation/community center as an amenity for the resort when it is not zoned
36 Recreation Resort and instead zoned RM-1 PDO. Other resorts in the city have been required to
37 provide all of their amenities within the recreation resort zoning and have not been allowed to
38 count amenities in other zones. c. Another consideration is that HCC 10-26-4 states that: "These
39 amenities should be centrally located and have walking trails or sidewalks for access. Where
40 applicable, multiple amenities should be placed throughout the property to ensure equitable
41 access." With this addition the amenities are clustered around the northern end of the property.

1 Some sort of amenity should be placed on the southern end of the property. 12. Parking: A full
2 parking plan will be needed for the preliminary plat approval. Most units will have garages sized
3 enough to meet the requirements of, “two parking spaces per unit or one space per bedroom,
4 whichever is higher” (HCC 10-26-6 E) a. Previous submissions have indicated that 100 RV
5 parking spaces are provided within the recreation resort zone. 94 spaces are required for the
6 entire resort area. 13. While staff has no issues with long-term residential in this area staff has
7 serious concerns with the plan as presented with regards to the integration of the two uses on
8 the site plan. Staff has had problems in the already built portions of Pecan Valley where there is
9 an approved resort on one street and long-term residential on another where people have
10 bought in the long-term area thinking it was the short-term, which causes confusion for
11 property owners and noise and parking issues for residents. This plan mitigates this from the
12 previous plan by not having long-term and short-term units sharing a building but where they
13 share a street and where the units will theoretically be identical looking the problems that exist
14 in other phases of Pecan Valley will persist. 14. The applicant is proposing that 3.737 acres of
15 resort zoning be removed from the northern property and 3.370 acres be added to the
16 southern property. This change increases the number of approved resort units within Pecan
17 Valley by 23 additional units. 15. Planned Development Overlays (PDO) are required to be a
18 minimum of 5 acres. The proposed resort is a total of 3.737 acres. This zoning is attached to the
19 resort and the other PDO. Generally speaking, the applicant is seeking to exchange property
20 from Resort to PDO without changing the use and justifying an expansion of resort zoning.
21 Because of this, staff would generally recommend that the clubhouse/fitness area remains in
22 the same zone and that the Planning Commission consider the southern zone change
23 independently. 16. Hurricane City Code 10-37-4 states: a. Land shall be developed only where
24 existing infrastructure is in place or will be timely provided to service proposed development.
25 The City may require an analysis to be completed to determine whether adequate public
26 facilities are available to service a development and whether such development will change
27 existing levels of service or will create a demand which exceeds acceptable levels of service for
28 roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer
29 lines, fire and emergency response times, and other similar public services. The City may
30 disapprove a proposed development if demand for public services exceeds accepted levels of
31 service. No subsequent approval of such development shall be given until either the developer
32 or the City installs improvements calculated to raise service levels to the standard adopted
33 by the City. b. The City has generally interpreted this code to mean that developments should
34 not be approved without an adequate, approved, and bonded for plan to install facilities and
35 infrastructure to the property. The Sewer District has expressed concerns about sewer capacity.
36 Also, the Fire District has serious concerns about increasing units and density along Turf Sod
37 Road, which does not have a second access, and there are plans for an improved second access
38 to the property to Dixie Springs Drive once connected to 5140 West. These plans have been
39 signed, but the improvements have not been installed. Seconded by David Hirschi. Doug
40 Heideman, Dave Sanders, David Hirschi, and Kevin Thomas voing aye. Joseph Prete, nay.
41 Motion carried.

7. Consideration and possible approval of a **preliminary plat for Southern Dunes Townhomes, a recreation resort 345 townhome development located at 2600 W and 4200 S**. Southern Dunes Townhomes Applicant. Bush & Gudgell, Inc Agent

Stephen Nelson reported that this was tabled at the last meeting because the applicant was not present. He explained that the Planning Commission recommended denial due to inadequate facilities to serve the property. The applicant has provided a looping water plan and created additional roadways, amenities, and parking. They have addressed most of the staff concerns other than adequate utilities. He noted that another project on the agenda tonight is in the same situation. The City Council must consider the City's standards to ensure that these situations are handled the same way going forward. Bob Hermandson explained that the applicant is aware of the lack of utilities and has no intention of pulling building permits before the substation is complete.

The applicant proposed a development agreement to address the lack of adequate infrastructure. Dayton Hall reported that he is not comfortable with the proposed development agreement, and he is not comfortable with moving this further until the infrastructure is adequate as required by City Code. He recommended denying the application based on inadequate infrastructure. Councilman Prete explained that adequate facilities are more than power, water, and sewer. It is roads, emergency services, and other public facilities. He agrees that it is unwise to grant entitlements in these circumstances. Councilman Thomas feels every development does not need a development agreement, and it is important not to pass the problem down the road.

Kevin Thomas motioned to deny the preliminary plat for Southern Dunes Townhomes, a recreation resort 345 townhome development located at 2600 W and 4200 S based on the lack of power services, inadequate water pressure, and the recommendation of denial from the Planning Commission. Seconded by David Hirschi. Doug Heideman, Dave Sanders, Joseph Prete, David Hirschi, and Kevin Thomas voting aye. Motion carried unanimously.

Mr. Hall explained that there is insufficient water pressure to satisfy fire flow to this area of the City's water system; therefore, all development of property previously approved within the original Cordero development, which includes the proposed development, is being required to have fire suppression sprinklers in every unit.

Councilman Prete noted for the record that the City Attorney reviewed the development agreement and found it to be insufficient.

NEW BUSINESS

1. Consideration and possible approval of a **new use and new lease for Motive Aero LLC at City Airport unit 6S**

Dave Houston explained that the City Council approved this business license conditional upon approval of the lease. The airport board has approved the lease. Dayton Hall noted that this proposed lease is based on the template approved by the City Council.

Joseph Prete motioned to approve the new use and new lease for Motive Aero LLC at City Airport unit 6S. Seconded by Kevin Thomas. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, and Joseph Prete, voting aye. Motion carried unanimously.

2. Consideration and possible approval of a new use and a new hangar lease at Lot 13 S 5 E - Steve Young

Steve Young submitted a description of his proposal. Dayton Hall reported that the lease is for private use, not commercial use. The applicant needs to move the water line to build the pad and hangar.

Joseph Prete motioned to approve the new use and a new hangar lease at Lot 13 S 5 E subject to relocating the water lines. Seconded by David Hirschi. Doug Heideman, Dave Sanders, Kevin Thomas, David Hirschi, and Joseph Prete, voting aye. Motion carried unanimously.

3. Consideration and possible approval of a new hangar lease at lot 3 S - Steve Lemmon

Dayton Hall explained that Mr. Lemmon purchased an existing hangar. The proposed lease is for private personal use.

David Hirschi motioned to approve a new hangar lease at lot 3 S. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, Kevin Thomas, David Hirschi, and Joseph Prete, voting aye. Motion carried unanimously.

4. Consideration and possible approval of a new use and new hangar lease for eleven pad sites on plot 47 at the City Airport - Steve Lemmon

Stephen Lemmon understands that he must develop the sites' services. He will also put in the taxiway. The building heights are sixteen feet, with a hydraulic door. He noted that this is a commercial project.

Dave Houston reported that there was one dissenting vote on the airport board due to the expansion of use. Councilman Prete reported that when the lights were considered, one of the concerns expressed was additional flight traffic. This is a very expansive use and deserves serious thought. He is concerned about the location of the airport and the tension between the airport, residents, and rodeo grounds. The City Council needs to consider everyone's best interests. He might feel differently if the airport had a longer runway for larger planes.

1 Mr. Lemmon stated that the FAA, the master plan, and the City have approved the sites. He
2 asked the City to review the FAA rules to verify the sponsor's responsibility. Councilman Prete
3 feels that if this is approved, more development will follow and change the dynamics of the
4 airport. Councilman Thomas recalls that the lighting concern was based on helicopters, not
5 airplanes. He noted that most of the buildings will be used as simulators, aircraft repair, and
6 storage.

7 Kevin Thomas motioned to approve a new use and new hangar lease for eleven pad sites on
8 plot 47 at the City Airport. Seconded by David Hirschi. Doug Heideman, Dave Sanders, Kevin
9 Thomas, and David Hirschi, aye. Joseph Prete, nay. Motion carried.

10 Mr. Lemmon stated he is willing to maintain the weeds between this lot and roadway but does
11 not want to be obligated to do it.

12 Dayton Hall asked Mr. Lemmon to work with Mr. Houston to define the actual square footage
13 of the property.

14
15 **5. Public Hearing to take comments on the following:**

16 Kevin Thomas motioned to go into a Public Hearing for item A. Seconded by Joseph Prete. David
17 Hirschi abstained. Motion carried.

18 **A. Increasing the power impact fee recovery rate from 75% to 100%**

19 No comments.

20 Kevin Thomas motioned to go out of Public Hearing for item A. Seconded by Dave Sanders.
21 David Hirschi abstained. Motion carried.

22 Joseph Prete motioned to go into a Public Hearing for item B. Seconded by Dave Sanders.
23 Motion carried unanimously.

24 **B. A request for disposal of property located along the north side of 3270 South for parcel**
25 **#H-3395-A-P-2**

26 Stephen Nelson explained that Rock View Estates was built on an irregular piece of property
27 owned by the City. The City approved the plat with the parcel to be deeded to the developer
28 subject to specific improvements made by the developer. The developer has completed the
29 required improvements.

Dave Sanders motioned to go out of the Public Hearing for item B. Seconded by Kevin Thomas seconded. Motion carried unanimously.

- 6. Consideration and possible approval to increase power impact fees from the existing impact fee facilities plan from a 75% recovery rate to a 100% recovery rate - Scott Hughes.**

Councilman Prete explained that impact fee studies are conducted to estimate the cost of necessary infrastructure. The City has a history of charging seventy-five percent, and the policy reason behind that was to encourage development; however, there are not adequate funds to pay for the infrastructure that is now necessary. He reported that the Power Board recommended approval.

Joseph Prete motioned to approve increasing the power impact fees from the existing impact fee facilities plan from a 75% recovery rate to a 100% recovery rate. Seconded by Kevin Thomas. Dave Sanders, Kevin Thomas, Joseph Prete, and David Hirschi, aye. Doug Heideman absent. Motion carried.

- 7. Consideration and possible approval of awarding the foundation and control bid for the Three Falls Substation - Jared Ross**

Scott Hughes stated they did the bid opening this morning. He provided a spreadsheet detailing the engineer's estimate and the bids received. Interstate Rock's bid was \$1,253,059.61, and Van Con's bid was \$1,279,000.00. The Power Department recommends approving the Interstate Rock bid. Kaden DeMille explained that most of the items related to the substation will cost more than the projected budget because prices have increased. He noted that the project will likely exceed the approved budget due to the rising cost.

Joseph Prete motioned to approve awarding the foundation and control bid for the Three Falls Substation to Interstate Rock in the amount of \$1,253,059.61. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, Kevin Thomas, Joseph Prete, and David Hirschi, aye. Motion carried unanimously.

- 8. Consideration and possible approval of a reimbursement agreement for Painted Sands Ph 4 for the additional widening of 600 N. Ryan Wilde Applicant**

Arthur LeBaron explained that this is reimbursement for system improvements. The applicant agreed to build the turning lane on 600 North in exchange for reimbursement.

Dave Sanders motioned to approve the reimbursement agreement for Painted Sands Ph 4 for the additional widening of 600 N in the amount of \$48,174. Seconded by Joseph Prete. Doug

Heideman, Dave Sanders, Kevin Thomas, Joseph Prete, and David Hirschi, aye. Motion carried unanimously.

9. 2022-PP-26: Consideration and possible approval on a **preliminary plat for Desert Sky Estates, a 73 lot residential subdivision located at 2100 W and 3350 S.** Desert Sky Estates Applicant. Ben Wilits and Tony Carter Agents.

Tony Carter reported that he is aware of issues with the water and power. The applicant has completed a water study and met with the Power Department regarding capacity. They have an approved development agreement with the City, and they understand they can't move forward until the utilities are available. Mayor Billings noted that the Planning Commission recommended denial. Dayton Hall explained that the zone change was granted on this property subject to a development agreement stating that the applicant would not apply for further development approvals until adequate facilities are available.

David Hirschi motioned to deny the preliminary plat for Desert Sky Estates, a 73 lot residential subdivision located at 2100 W and 3350 S based on the reasons listed in the staff report, which include: 1. Lack of required second access. 2. Lack of adequate public facilities and infrastructure, including power capacity. 3. Failure to comply with the terms of the development agreement governing the development of this property. 4. Failure to provide connectivity to adjoining properties. 5. Failure to comply with 800' maximum block length requirement.

Mr. Carter asked what the process is to notify them when adequate capacity is available. Stephen Nelson explained construction drawings expire after two years if no development occurs, which could lead to additional capacity being available if additional capacity is not achieved by the City before then. Mr. Carter noted that, per his understanding, there is adequate power in the area. Mayor Billings explained that the available capacity is already committed to other projects on the same power line circuit because those projects had approved construction drawings.

Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, Kevin Thomas, Joseph Prete, and David Hirschi, aye. Motion carried unanimously.

10. 2022-ZC-36: Consideration and possible approval on a **Zone Change Amendment request located at the first bend headed south on Sand Hollow Road** to alter the zoning boundaries between RR, recreation resort, and RM-3, multifamily 15 units per acre, to align with the new road, Resort Drive, as well as RR, recreation resort, and GC, general commercial, to allow for the realignment of Sand Hollow Road.

Stephen Nelson reported that the Planning Commission recommended denial with a recommendation that the applicant shifts the RM-3 to an area within the existing recreation

1 resort. The applicant has submitted a new map that follows the Planning Commission's
2 recommendation. He feels that the Planning Commission's suggestion is a good compromise to
3 make the roadway realignments work and keep the uses that City Council intended. Dayton Hall
4 questioned why the City would approve developments adjacent to roadways that continue to
5 change. Arthur LeBaron explained that the current map abuts an existing dedicated right of way
6 and needs to include a re-dedication and abandonment of some of the right of way. He
7 explained that the other zone changes in the area were not due to Sand Hollow Road.

8 Kevin Thomas motioned to approve the Zone Change Amendment request located at the first
9 bend headed south on Sand Hollow Road based on the map submitted this week. Seconded by
10 Dave Sanders. Doug Heideman, Dave Sanders, Kevin Thomas, and David Hirschi, aye. Joseph
11 Prete abstained. Motion carried.

12 **11. 2022-ZC-37: Consideration and possible approval on a Zone Change Amendment**
13 **request located at 677 N State St from M-1, light industrial, to HC, highway**
14 **commercial.** Myka Desormier Applicant. Dennis Parker Agent.

15 Dennis Parker explained that this property is next to Ballard's Nursery. Gypsy Emporium and
16 the Antique Store cannot purchase the building they are in, so they purchased this land to build
17 their new store. Stephan Nelson reported that the Planning Commission and staff made a
18 positive recommendation.

19 David Hirschi motioned to approve the Zone Change Amendment request located at 677 N
20 State St from M-1, light industrial, to HC, highway commercial. Seconded by Kevin Thomas.
21 Doug Heideman, Dave Sanders, Kevin Thomas, David Hirschi, and Joseph Prete, aye. Motion
22 carried unanimously.

23 **12. Consideration and possible approval of disposing of property located along the north**
24 **side of 3270 South for parcel #H-3395-A-P-2**

25 Stephen Nelson explained the resolution authorizes the Mayor to sign a quit claim deed to the
26 property owner, which will be recorded at a time determined by the City Attorney. Councilman
27 Prete noted that this property was traded for a different property.

28 Joseph Prete motioned to approve disposing of property located along the north side of 3270
29 South for parcel #H-3395-A-P-2. Seconded by Dave Sanders. Doug Heideman, Dave Sanders,
30 Kevin Thomas, David Hirschi, and Joseph Prete, aye. Motion carried unanimously.

31 **13. Consideration and possible approval of revoking the business license for Las Juntas**
32 **Autos - Cindy Beteag**

1 Cindy Beteag reported that the applicant has submitted the proper documentation and is
2 waiting for approval from the State.

3 Dave Sanders motioned to deny revoking the business license for Las Juntas Autos and granted
4 an extension of sixty days to get their license from the State. No business is allowed until the
5 State license is approved. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, Kevin
6 Thomas, David Hirschi, and Joseph Prete, aye. Motion carried unanimously.

7 **14. Consideration and possible approval of an easement agreement modifying an existing**
8 **easement on the north side of City-owned property located on 700 West Street near**
9 **State Street, affecting parcel numbers H-3-1-34-3217 and H-HVHC-1 through 5 - Arthur**
10 **LeBaron**

11 Arthur LeBaron reported that this existing easement agreement allows access to the property
12 on the corner of 700 West and SR-9. Scooter Coffee has proposed to move the easement to the
13 west. Staff recommends modifying the easement agreement to match the approved plan.
14 Stephen Nelson presented the approved plan. This will move the access to the northwest side
15 instead of the east of the police building. Mr. LeBaron noted that there will also be access to
16 the west. Councilman Prete asked how this will impact the current use of the space. Mr.
17 LeBaron explained that it will increase the traffic. Councilman Prete feels that the parking lot
18 will be useless if Scooter's Coffee is as busy as the other coffee shop. Mr. LeBaron explained
19 that this is a landlocked parcel unless the City continues the access easement. He reported that
20 the site plan is approved, and the use is permitted. Councilman Prete asked if a coffee shop
21 could be denied due to traffic concerns. Dayton Hall reported that there are minimum stacking
22 requirements for this type of business. The applicant was concerned about the possible backup
23 on 700 West during rush hour, so they submitted a new plan to address the concern. He
24 reported that the site plan was approved by Planning Commission subject to the City Council
25 approving the modified agreement. Councilman Prete feels that the City is giving up all
26 meaningful use of the parking lot.

27 Kevin Thomas motioned to approve the easement agreement modifying an existing easement
28 on the north side of the City-owned property located on 700 West Street near State Street,
29 affecting parcel numbers H-3-1-34-3217 and H-HVHC-1 through 5. Seconded by Dave Sanders.
30 Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, aye. Joseph Prete, nay. Motion
31 carried.

32 **15. Consideration and possible approval of a Memorandum of Understanding (MOU)**
33 **between Hurricane City and Ash Creek Sewer District**

34 Dayton Hall explained this has been an unwritten understanding that Hurricane City and Ash
35 Creek Sewer District do not charge each other for sewer and water connections. Mr. Hall
36 explained that this confirms the long-standing agreement.

David Hirschi motioned to approve the Memorandum of Understanding (MOU) between Hurricane City and Ash Creek Sewer District. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, David Hirschi, Joseph Prete, and Kevin Thomas, aye. Motion carried unanimously.

16. Consideration and possible approval of a policy governing the Hurricane American Legion Equestrian Park - Tiffani Wright/Darren Barney

Justin Reeve commented that the arena brings a lot of advantages to the community. In other areas, there is an arena committee that determines the uses. The historical arena can be used for riding, practices, small rodeos, and productions. The arena was donated to the City, and promises were made that the arena would be free and open for practice. He is concerned that if the City charges the public to access the new arena, it will price out small families.

Mayor Billings reported that she has received several comments expressing the same concerns. Darren Barney explained that the City did not do a lot of maintenance on the previous grounds. The new equestrian park requires more maintenance. He reported that it will be open for public use free of charge as long it is not reserved. The practice arena is always open without charge. There will be a fee to use the lights. In the past, he has had to shut lights down in the middle of the night; although, they have had more problems with the ball fields. The Parks Department installed a computerized lighting system at the new arena, which they can control with an app. The proposed hours of operation for the lights are between 6:00 a.m. to 11:00 p.m. There are three lighting areas available, each with a different rate. Mr. Barney reviewed the proposed fee schedule. They are proposing a fifty percent discount for locals, nonprofits, churches, schools, cities, and organizations.

Councilman Prete is in favor of promoting agriculture, but he feels that an equestrian park requires special considerations. He is unsure if this is the right balance but appreciates the work the staff has put in. Mayor Billings suggested continuing the item to allow the staff time to set up a work meeting with the agriculture community to prepare recommendations before the next meeting.

Joseph Prete motioned to continue the policy governing the Hurricane American Legion Equestrian Park to the December 15th meeting. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, and Joseph Prete, aye. Motion carried unanimously.

17. Consideration and possible approval of a Pass Through Funds Agreement with Utah Department of Transportation (UDOT) for the 600 North multi-use trail - Arthur LeBaron

Arthur LeBaron reported that the City is receiving 2.2 million in funding from UDOT, and the County is providing the required match. Hurricane City is required to pay invoices and send the

1 receipt to UDOT for reimbursement. The work should be done by 2024; however, an extension
2 can be applied for. Alpha Engineer is working on a bid packet. Dayton Hall reported that he
3 does not have any concerns with the agreement.

4 Kevin Thomas motioned to approve the Pass Through Funds Agreement with Utah Department
5 of Transportation (UDOT) for the 600 North multi-use trail. Seconded by David Hirschi. Doug
6 Heideman, Dave Sanders, Joseph Prete, David Hirschi, and Kevin Thomas, aye. Motion carried
7 unanimously.

8 **18. Consideration and possible approval of the renewal of the distributing license for**
9 **Carlson Distributing - Cindy Beteag**

10 Dave Sanders motioned to approve the renewal of the distributing license for Carlson
11 Distributing. Seconded by Joseph Prete. Doug Heideman, David Hirschi, Kevin Thomas, Dave
12 Sanders, and Joseph Prete, aye. Motion carried unanimously.

13 Cindy Beteag noted that the state deadline for annual renewal on distributing licenses is
14 November 30th. Mayor Billings suggested holding a City Council meeting on November 29th at
15 5:00 p.m. to approve other distributing licenses.

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

17 David Hirschi motioned to go into a closed session to discuss personnel. Seconded by Kevin
18 Thomas. Motion carried unanimously.

19 Adjournment: 11:12 p.m.

1 Minutes of the Hurricane City Council meeting held on December 1, 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 David Hirschi, Doug Heideman, and Kevin Thomas

5 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell,
6 Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director
7 Stephen Nelson, City Recorder Cindy Beteag, Water Superintendent Ken Richins, and Ash Creek
8 Sewer District Superintendent Mike Chandler

9 **AGENDA**

10 **4:00 p.m. Work Meeting** – Discussion on getting information out to the public

11 Mayor Billings explained that she feels it is vital to find a way to notify the public about public
12 events. Many challenges have arisen while searching for the best way to accomplish this. Mike
13 Vercimack suggested utilizing the Hurricane Valley Chamber of Commerce; however, the
14 Chamber can only support businesses that are signed up with them, and the City cannot
15 promote business. Mayor Billings asked if the private sector is the best way to push information
16 to the public. She noted the various avenues that the City currently uses. Chief Excell reported
17 that the radio station could be a good resource. Kaden DeMille stated Kendra Rich has a degree
18 in communication and is doing a fantastic job. He does agree that more can be done; however,
19 staff needs direction from City Council. The biggest limit right now is software. He would rather
20 utilize city funds to purchase software as opposed to paying a private company.

21 Mayor Billings asked if it is best to have a separate platform to address events that the City is
22 not sponsoring. Selwin Lovell reported that he thinks it is inappropriate for the City to promote
23 private events. Cindy Beteag does upload approved event permits to the event calendar.
24 Councilman Sanders does not think the City should advertise events for private companies.
25 Mayor Billings explained that she would like to utilize a private company to promote City
26 events. Councilman Heideman reported that the main complaint he hears is that people have
27 trouble finding the website. Mr. DeMille reviewed the website and how to access the
28 community calendar under the community tab.

29 Mr. DeMille explained that the City's official name is "Hurricane City" however, "City of
30 Hurricane" is used on the website, logo, and many other documents. This can be very confusing
31 for citizens. He feels it is a great idea to update everything to Hurricane City but it is a time-
32 consuming process. He asked the City Council if they would like to go in that direction.

33 Councilman Sanders feels there is no way to convince everyone in the community to follow
34 events. Mayor Billings would like to see a more frequent newsletter in digital format. Mr. Lovell

1 noted that the number one form of communication is radio. He feels it is important to utilize
2 the sources that the City has. Chief Excell explained that the radio station is the City's most
3 unused resource. He notes that improvements must be made before the radio station can be
4 fully utilized. Mayor Billings directed Ms. Rich to research the radio station and an option for
5 citizens to sign up for electronic notifications. Councilman Prete thinks the communication gap
6 is bigger than one person. He suggested creating a task force to brainstorm what would work.
7 He agrees the radio could be more used. He would like to see school programs and events
8 advertised on the radio.

9 Ms. Rich explained that getting content for the quarterly newsletter is already difficult. Most
10 department heads are not providing content for the newsletter. She is concerned that
11 obtaining information for a monthly newsletter will be even more difficult. Mayor Billings
12 suggested continuing the quarterly newsletter and creating a monthly flyer on current events.
13 Councilman Prete reiterated the necessity of creating a task force to establish a vision and how
14 to achieve it. Mayor Billings will meet with Ms. Rich once a week to review upcoming events.

15 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

16 Stephen Nelson reported that Utah State accepted the moderate-income housing plan, and the
17 City was approved for priority funding. Mr. Nelson will work with his point of contact at the
18 State to discuss their concerns. Councilman Thomas suggested a legal agreement between
19 developers to ensure they offer affordable housing. Mr. Nelson reported that by State law, the
20 City could not require developers to build affordable housing; however, the City can offer
21 incentives. Dayton Hall mentioned that impact fee waivers must be added to the impact fee
22 ordinance. Mr. Nelson reported that the online building permits system is now live. The
23 department is actively working to promote the Downtown Master Plan survey. The thank you
24 dinner for board members is on December 14th at the Community Center. Ron Hill accepted the
25 Hearing Officer position.

26 Fred Resch III reported that short-term rentals will be discussed multiple times tonight.

27 Mike Vercimack reported that the City is getting ready to advertise the 700 West project. The
28 project will connect 600 N to 100 N. Staff meets weekly to monitor the 2800 West project.
29 Development within the City is slowing down, and there were only two pre-construction
30 meetings this week.

31 Chief Excell provided the Police Departments October stats and read through the data included
32 in the report. Councilman Prete would like to see something put in place to make
33 recommendations on fixing the problems included in the report. Chief Excell will provide this
34 moving forward. He reported an unprecedented number of children participating in Shop with a
35 Cop on December 10th. Two officers are graduating from the Police Academy on December 8th.
36 He thanked the Mayor and Council for helping with the Preparedness Fair. He reported that

Dan Raddatz is acting as the Sargent for animal control. In January, he will come in with a proposal to define what he would like to do with the money raised by auctioning off the unclaimed items.

Scott Hughes reported that the crews are busy working on the Three Falls Substation. The line crew is spending a lot of time working on 600 North. The Christmas decorations were successfully installed on November 27th, and the tree is set up for the lighting ceremony.

Mike Chandler reported that the Sewer District is wrapping up the pipeline project along Sand Hollow Road. The belly in the line on 700 West has been repaired. They have postponed putting in the sewer line on 300 West so they can work with the Water Department to simultaneously put in the irrigation line. Apple Valley was annexed into the District, and they are in discussion with Virgin and Rockville to also annex. The Confluence Park treatment plant project will start next year, and the project will shave off thirty percent of the current flow levels. They have acquired some land to expand more basins to accommodate storage.

Ken Richins reported that the water department received good bids for the irrigation project. He thanked staff for researching the documents needed for the grant. The well in Dixie Springs is not within spec and must be straightened out. The Water District is adding a water conservation surcharge fee for customers that exceed 36,000 gallons per month.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer: Kevin Thomas

Thought: Mayor Nanette Billings

Pledge: Doug Heideman

Declaration of any conflicts of interest

Dave Sanders declared a possible conflict of interest on New Business item 7.

Councilman Prete declared a conflict of interest on New Business item 9.

Approval of Minutes: October 20, 2022

Joseph Prete motioned to approve the minutes of the October 20, 2022, City Council meeting. Seconded by David Hirschi. Motion carried unanimously.

1 **Public Forum – Comments From Public**

2 No comments

3 **OLD BUSINESS**

- 4 **1. Ordinance 2022-53 Consideration and possible approval of a Land Use Code**
5 **Amendment request to Title 10 Chapter 14: Residential Agriculture Zoning Standards**
6 **to allow smaller lot sizes within Residential Agriculture Zones for limited subdivisions**
7 **with master plan roadways.**

8 Stephen Nelson explained that this was reviewed last month. The three combined units have
9 been separated. The City Council did not support the proposed changes to the agriculture
10 protection overlay. The items on the agenda pertain to the master planned roadways and how
11 they affect lot sizes within RA zones. Mr. Nelson read through the proposed changes.

12 Councilman Prete suggested counting the amount of dedicated roadway against the size of the
13 lot. Mr. Nelson feels that the proposed change provides more flexibility. The Council members
14 discussed modifying the rear setback.

15 Joseph Prete motioned to approve the Land Use Code Amendment request to Title 10 Chapter
16 14: Residential Agriculture Zoning Standards to allow smaller lot sizes within Residential
17 Agriculture Zones for limited subdivisions with master plan roadways as presented. Seconded
18 by Kevin Thomas. Doug Heideman, Dave Sanders, David Hirschi, Kevin Thomas, and Joseph
19 Prete, aye. Motion carried unanimously.

- 20 **2. Consideration and possible approval to fund an additional \$2,000 for Wreaths Across**
21 **America to put in their fund for next year**

22 David Hirschi motioned to table consideration and possible approval to fund an additional
23 \$2,000 for Wreaths Across America to put in their fund for next year. Motion dies for lack of a
24 second.

25 Mayor Billings reported that Wreaths Across America received \$3,000 from the City and \$1,000
26 from John Bramall. United We Pledge matched all the contribution. They have enough to pay
27 for the wreaths this year. Wreaths of America is requesting additional funding that will go
28 towards next year. Mayor Billings stated that the money raised at the Veterans Golf
29 Tournament will go to Veterans' families for Christmas. Councilman Prete expressed his
30 frustration with the insinuations that the Council is not patriotic if they do not fund the wreaths
31 yearly. He would like to explore other options to honor the Veterans. He feels there are more
32 significant and non-monetary ways to promote and honor veterans. Councilman Thomas

reiterated that the wreaths are funded this year, and he sees no need to put more funds in their account.

Mayor Billings suggested adding funds to honor the veterans in the annual budget moving forward. Councilman Hirschi feels the funding should go towards Veterans Memorial Park. Councilman Thomas also feels it was insulting when it was insinuated that the Council loves Veterans less because they wanted to use artificial wreaths.

David Hirschi motioned to deny funding an additional \$2,000 for Wreaths Across America to put in their fund for next year for the reasons discussed. Seconded by Kevin Thomas. Joseph Prete, David Hirschi, and Kevin Thomas, aye. Dave Sanders, nay. Doug Heideman abstained. Motion carried.

Mayor Billings reported that the public is invited to attend the Wreaths Across America event at the cemetery on December 17th at 8:00 a.m.

- 3. Ordinance 2022-54 Consideration and possible approval of A Zone Change Amendment request for Steward Land Holdings located at approx. 3112 West State Street from HC, highway commercial, to planned commercial.** Parcel number H-3-1-31-3009. Steward Land Holdings Applicant. Brad Brown Agent.

Stephen Nelson explained the City Council directed staff to prepare a development agreement that obligated affordable housing, limited the height, and clarified that the medium-density area is mixed-use. They did include an adequate public facilities clause. The City Attorney and applicant have reviewed the development agreement. Brad Brown is comfortable with the terms and thanked the staff for all their work.

Councilman Prete voiced appreciation for the proposed plan. He asked if there was any way to safeguard this area from becoming dilapidated. Mr. Nelson stated that good management is the best way to prevent the deterioration of the property. Mr. Brown explained that the applicant sees this as a legacy project. He reviewed the amenities within the project. Mr. Nelson reported that having an active HOA helps maintain properties. Having a variety of housing options in each building will also help. Mr. Brown reported that they are contemplating having affordable units in each building. They will have CCRs and onsite management. Mayor Billings struggles with the reduction of highway commercial. Councilman Hirschi is concerned that this will set a precedent for high density. Councilman Sanders pointed out it would be difficult to access commercial in this area due to topography. He asked if the project is strictly rentals. Mr. Brown reported that the project is a mix of rentals and units available to purchase.

Kevin Thomas motioned to approve the Zone Change Amendment request for Steward Land Holdings located at approx. 3112 West State Street from HC, highway commercial, to planned commercial based on topography and proximity to commercial, this project is the best-suited

project for the property, there are adequate facilities, this matches the General Plan Map, and there is a need for affordable housing. Approval is subject to the development agreement. Seconded by Dave Sanders. Joseph Prete, Kevin Thomas, and Dave Sanders, aye. David Hirschi and Doug Heideman nay. Motion carried.

4. Ordinance 2022-61 Consideration and possible approval of an **amendment to Hurricane City Code Title 10 Chapter 7 Section 9 Conditional Use Permit Standards, Title 10 Chapter 12 Agriculture Zoning Standards and Title 10 Chapter 14 Residential Agriculture Standards to amend the code to allow Reception Centers as a conditional use within Agriculture and Residential Agriculture Zones.**

Stephen Nelson reported that the City Council expressed hesitancy to this amendment at the last meeting. The Council was concerned about the parking and fire code requirements. This change will allow reception centers as a conditional use in RA zones. Per State law, the conditions for conditional use must be listed in the code. Mr. Nelson contacted the fire district for code requirements, but he does not have a clear answer yet. The Planning Commission recommended keeping the parking requirements vague to ensure a property owner can utilize a field for parking. Mayor Billings reported that there are no reception venues in Hurricane City. Chief Excell does not think wedding receptions will greatly impact their department.

Councilman Prete stated that ordinances already exist that allow this use in residential areas. He feels that reception centers have a larger impact and thinks there are more implications for public safety. He is also concerned about the definition of reception centers as a secondary use. He prefers that this is not allowed on properties that are less than five acres. Mr. Nelson explained that the minimum acreage could be set in the conditional use. He cited the code's definition of a reception center. Chief Excell requested to continue the item to allow him time to review the public safety component.

Doug Heideman motioned to continue Consideration and possible approval of an amendment to Hurricane City Code Title 10 Chapter 7 Section 9 Conditional Use Permit Standards, Title 10 Chapter 12 Agriculture Zoning Standards, and Title 10 Chapter 14 Residential Agriculture Standards to amend the code to allow Reception Centers as a conditional use within Agriculture and Residential Agriculture Zones to the next meeting. Seconded by Joseph Prete. Kevin Thomas, Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

NEW BUSINESS

1. Ordinance 2022-62 Consideration and possible approval on a **Land Use Code Amendment Request to Title 10-Chapter 3-Subsection 4 and 10, Title 10-Chapter 15-Subsection 3, Title 10-Chapter 41, and Title 10-Chapter 51; and Title 3 Chapter 10 to make changes regarding short-term rental standards within residential areas,**

1 **residential hosting standards, and short-term rental standards in commercial zones.**
2 Hurricane City Applicant.

3 Stephen Nelson presented the proposed changes. The City Council directed staff to make the
4 code for residential hosting easier to read. The first goal is to provide a better definition of
5 accessory dwelling units and link ADU standards with residential hosting.

6 Staff is proposing to eliminate the guest house and casita definition and change the ADU
7 definition to focus on use rather than facilities. The home bed and breakfast definition was
8 removed from the residential hosting code. A short-term rental complex definition was created
9 for commercial use. This definition clarifies the difference between a hotel, motel, and short-
10 term rental complex. Mr. Nelson discussed potential changes to the parking standards for
11 residential hosting. Councilman Thomas is in favor of continuing the item to the next meeting.
12 He directed Mr. Nelson to combine residential hosting and transient lodging and provide a
13 clean version of the recommended changes to the City Council. Councilman Prete would like
14 more simplicity and an introduction of each use consolidated in one place.

15 Doug Heideman motioned to continue Consideration and possible approval of a Land Use Code
16 Amendment Request to Title 10-Chapter 3-Subsection 4 and 10, Title 10-Chapter 15-Subsection
17 3, Title 10-Chapter 41, and Title 10-Chapter 51; and Title 3 Chapter 10 to make changes
18 regarding short-term rental standards within residential areas, residential hosting standards,
19 and short-term rental standards in commercial zones to the next meeting. Seconded by Kevin
20 Thomas. Dave Sanders, David Hirschi, Joseph Prete, Doug Heideman, and Kevin Thomas, voting
21 aye. Motion carried unanimously.

22 **2. Ordinance 2022-63 Consideration and possible approval on a Land Use Code**
23 **Amendment Request to Title 10-Chapter 25 to consider requiring a note be placed on**
24 **new subdivision plats within a designated area around an airport.**

25 Dayton Hall reported that the packet includes the new requirement. The Airport Board
26 recommended changing the ordinance to add the required language on new plats. Mr. Hall has
27 no issues with the form. Councilman Prete feels it is important to put people on notice;
28 however, this is more than a notice. This limits the property rights of everyone around the
29 airport. Essentially preventing property owners from raising issues if they have problems.
30 Mayor Billings reported that this pertains to normal aviation, which is already in the ordinance.
31 Mr. Hall clarified this amendment request requires a new subdivision within a half mile of the
32 two airports to have this notice recorded on the plat and puts future owners in the subdivision
33 on legal notice that they are building in an area of an airport. Councilman Prete expressed that
34 he is obligated to look out for the residents rather than the small number of pilots. He does not
35 favor changing the balance of power in a way that is detrimental to the residents. Councilman
36 Thomas pointed out this is the same as supporting agriculture protection zones. Councilman
37 Heideman feels this protects potential property owners by giving them notice of the airport.

Mr. Hall reported that this ordinance goes further than that. He explained that the language states that they accept the nuisances as a condition of purchasing the property. He noted that this proposal could be amended only to give notice that the property is near an airport. Mr. Nelson deleted everything except the first sentence giving notice of the airport.

Joseph Prete motioned to approve the Land Use Code Amendment Request to Title 10-Chapter 25 to consider requiring a note be placed on new subdivision plats within a designated area around an airport as amended. Seconded by Kevin Thomas. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, and Joseph Prete, aye. Motion carried **unanimously**.

3. Consideration and possible approval of revoking the residential hosting license for Cris LLC - Cindy Beteag

Dayton Hall explains this is a hearing for revocation of a residential hosting license. The owner will be able to talk on their behalf, and Cindy Beteag will provide a summary of events.

Tom Ballard lives next door to the property in question. Upon moving in, he immediately noticed that the home was constantly being rented to different tenants. The home is being rented through VRBO and evolved.com. Mr. Ballard noted that the owner has a residential hosting license which does not allow entire home short-term rentals. Mr. Ballard asked the City Council to enforce the ordinance and revoke the license.

Cindy Beteag explained the property located at 5189 W 2040 South has been the subject of multiple complaints from neighbors. The most frequent have been parking issues and the owner not living on site. The property has a residential hosting license, which is permitted in that zoning. Per city code to have a residential hosting license the owner must live on the property in the primary part of the dwelling. In July of 2022, staff was made aware that the property was registered with the county to an address in Lehi, an inspection by Ms. Beteag and Fred Resch III was performed and the owner insisted that he lived in one of the bedrooms within the main home. Staff does not entirely believe this and neighbors have reported to us that the owner, Chris Hanks, is almost never at the property.

Councilman Prete noted that there have been complaints by the neighbors, and the City did send notice to the homeowner. He asked if the owner had responded to the notices. Mrs. Beteag reported that the homeowner did respond to the notices. She reported that the homeowner was present during her inspection, and the home did not appear to be a primary residence; however, the license was granted after the inspection because they felt they needed adequate evidence that he did not reside in the home. Due to the parking violations and complaints from the neighbors, they feel it is prudent to revoke the license.

Cristopher Hanks reported that this is his primary residence. He works remotely and is not home every day. He does want to be a good neighbor. After communicating with staff, he

1 understands that he has to be in the home when he has guests. He reported that they only
2 have guests a few times a month. His mother lives in the casita. Councilman Prete asked if his
3 mother lives in the casita full-time. Mr. Hanks reported that his mother lives on the property
4 full-time, and they both receive mail at the address. He explained that they only rent out one
5 portion of the home to one party at a time. He expressed that they are trying extremely hard to
6 comply.

7 Councilman Thomas asked if Mr. Hanks knew that an owner could not live in the casita and rent
8 the house. Mr. Hank reported that his property management company advised him that he is
9 allowed to live in the casita and rent out the home. He reiterated that he wants to be a good
10 neighbor and comply with the City. Councilman Prete asked Mr. Hank how he defined this as his
11 primary residence. Mr. Hank estimated that he resides on the property thirty percent of the
12 time.

13 Kevin Thomas motioned to approve revoking the residential hosting license for Cris LLC based
14 on the owner's admission that he does not live in the main portion of the home and that this is
15 not his primary residence and the evidence that a guest violated the parking ordinance.
16 Seconded by David Hirschi. Joseph Prete, Doug Heideman, Dave Sanders, Kevin Thomas, and
17 David Hirschi, aye. Motion carried unanimously.

18 **4. Consideration and possible approval of a revision to the Airport Policy and Procedures**
19 **for Aircraft Noise Abatement**

20 Dayton Hall explained that this clarifies that helicopters are subject to the policy.

21 Kevin Thomas motioned to approve the revision to the Airport Policy and Procedures for
22 Aircraft Noise Abatement. Seconded by Dave Sanders. Joseph Prete, David Hirschi, Doug
23 Heideman, Dave Sanders, and Kevin Thomas voting aye. Motion carried unanimously.

24 **5. Consideration and possible approval of a road dedication for Abbey Road -Arthur**
25 **LeBaron**

26 Stephen Nelson stated the City has approved some subdivisions and commercial projects near
27 Abbey Road. To make the projects work, they need the dedication of the roadway.

28 Dave Sanders motioned to approve a road dedication for Abbey Road. Seconded by Doug
29 Heideman. Joseph Prete, David Hirschi, Doug Heideman, Dave Sanders, and Kevin Thomas
30 voting aye. Motion carried unanimously.

31 **6. Consideration and possible approval of awarding the irrigation metering project bid -**
32 **Ken Richins**
33

Ken Richins presented the bid tabulations. There were four bids; Feller Enterprises is the lowest bid at \$1,802,875.84. Mr. Richins noted that grant money from the State will cover seventy percent.

Dave Sanders motioned to approve awarding the irrigation metering project bid in the amount of \$1,802,875.84 to Feller Enterprises. Seconded by Doug Heideman. Joseph Prete, Kevin Thomas, David Hirschi, Dave Sanders, and Doug Heideman voting aye. Motion carried unanimously.

7. Consideration and possible approval of a preliminary plat for Hurricane Heights Hobby Garages, a 33 lot storage unit development located at 400 N 700 W. CSB Dev HH LLC (Max Stokes) Applicant. Civil Science - Brandee Walker Agent.

Stephen Nelson reported that the will-serve letters have been received, and he has no further concerns. The Planning Commission recommended approval. He noted that the applicant is proposing to change the dedication of the stormwater pond to align their access more closely to the intersection. Brandee Walker explained that the units are on the property line with twenty feet of parking in front, and the private drive is thirty-nine feet. The height of the building will not exceed twenty-five feet. The units are all attached; however, they will have vertical relief due to the proximity to Scholzens.

Doug Heideman motioned to approve the preliminary plat for Hurricane Heights Hobby Garages, a 33-lot storage unit development located at 400 N 700 subject to staff and JUC comments which are 1. Zoning is M-1, light industrial, and storage units are an approved use in M-1. No residential uses are permitted in M-1 zoning. A. There are no setbacks between lots zoned M-1. 2. Parking: No office space is provided on site so no parking spaces are required. Seven visitor spaces are provided and each unit will have two spaces in front of it. 3. Staff recommends an HOA or CC&Rs to enforce the zoning prohibitions within this zone. 4. The applicant is proposing a land swap with the city. The applicant had previously dedicated a chunk of land (pictured below) to the City for a regional detention basin and is now proposing the boundaries of this piece of property be adjusted to reflect the exact placement of the detention basin. Staff finds this generally acceptable but that will need to be approved by the City Council. 5. All park strips will need to be landscaped and have the proper improvements. 6. A will serve letter from the culinary and sanitary water providers has not been provided. A water acknowledgement form has been provided. 7. A note indicating whether or not the property is in a tortoise take area has been provided. 8. Public Works: No comments 9. Power: Developer must fill out construction application for the power department. Developer must provide info as to power needs per unit. Developer must meet with power before proceeding with this project. Power is developed to the north side of 400 N. 10. Sewer: Provide easements of 25' over existing sewer line and an all weather road. 11. Street: Consider a larger visitor parking area. Would like to see 400 N as a "No Parking" area to minimize clutter from garages. 12. Water: No comments. 13. Engineering: Legal description

needs some corrections. How does stormwater currently get in and out of the existing retention basin? 400 N is an existing 56' Public ROW, should continue as a public street. What is the proposed cross-section? It appears this development is dependent on the completion of the rest of Hurricane Heights Townhomes. Where is the proposed inlet and outlet to the eastern detention pond? Additional grading detail should be requested. It's difficult to negotiate elevation differences at property lines without a building setback. Property swap may require a plat amendment to Hurricane Heights Phase 3. Improvements for 700 W, a planned 70' ROW, will be required at this phase. 14. Fire: Need hydrants. Turnaround is okay. Must have secondary access functional. 15. Cable: No comments. 16. Gas: No comments. 17. Water Conservancy: No comments. 18. GIS: No street name needed on private drive. Seconded by Kevin Thomas. Joseph Prete, David Hirschi, Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

8. Consideration and possible approval of a Technical Planning Assistance Program Funds Cooperative Agreement, a funding agreement between Hurricane City and the Utah Department of Transportation for the Hurricane Downtown Master Plan.

Stephen Nelson explained that the City was awarded a grant from the Utah Department of Transportation (UDOT) to fund the downtown master plan. He reported that UDOT has approved the scope of the work. Councilman Prete is concerned about the strings attached. Will the City be obligated to do things that the residents may not want? Mr. Nelson explained that the City is only obligated to do the plan. Councilman Hirschi reiterated that this does not mean that the City fully supports a downtown plan. This indicates that the City is willing to look at the downtown plan. Mr. Nelson reported that this is a City plan, not a UDOT plan. UDOT will have a representative on the Steering committee. Councilman Kevin Thomas, Planning Commissioner Rebecca Bronneman, Stephen Nelson, Fred Resch III, Kaden DeMille, a member of the Chamber of Commerce, UDOT, and a consultant are on the Steering Committee. Dayton Hall reported that paragraph five requires the City Council to adopt the project upon completion or be in the process of adopting the project. Councilman Hirschi would like more residents living in the downtown area on the Steering Committee. Councilman Prete feels there are disadvantages in having too many people living downtown on the committee. The master plan is intended to bless the entire City.

Kevin Thomas motioned to approve the Technical Planning Assistance Program Funds Cooperative Agreement, a funding agreement between Hurricane City and the Utah Department of Transportation for the Hurricane Downtown Master Plan. Seconded by Joseph Prete. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, and Joseph Prete, aye. Motion carried unanimously.

9. Consideration and possible approval of local consent for a Limited Restaurant license for Mountain Mike's Pizza - Nicholas Lauritzen

Councilman Prete noted that he would not vote on the matter; however, he does feel that Nick is a pillar of the community. Nicholas Lauritzen is excited to bring this restaurant to Hurricane City.

Kevin Thomas motioned to approve local consent for a Limited Restaurant license for Mountain Mike's Pizza. Seconded by Dave Sanders. David Hirschi, Dave Sanders, and Kevin Thomas, aye. Joseph Prete and Doug Heideman abstained. Motion carried.

Councilman Prete confirmed that the beer and wine license was approved.

10. Consideration and possible approval of allocating funds to get information out to the public - Nanette Billings

Doug Heideman motioned to table Consideration and possible approval of allocating funds to get information out to the public. Seconded by Kevin Thomas. Joseph Prete, David Hirschi, Doug Heideman, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

11. Consideration and possible approval of the renewal of beer licenses - Cindy Beteag

Councilman Prete reported that three of the applicants have an underaged sell violation. He asked if there were consequences for these violations. Mr. Excell that the person who sold the beer is issued a criminal citation, and the violations are reported to Beverage Control.

Joseph Prete motioned to approve the renewal of beer licenses. Seconded by Dave Sanders. David Hirschi, Doug Heideman, Dave Sanders, Kevin Thomas, and Joseph Prete voting aye. Motion carried unanimously.

12. Consideration and possible approval of the annual meeting schedule

David Hirschi motioned to approve the annual meeting schedule. Seconded by Doug Heideman. Kevin Thomas, Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, voting aye. Motion carried unanimously.

13. Consideration and possible approval of Ordinance 2022- amending Title 7, Chapter 7 Events

Dayton Hall explained that staff discussed opening the events ordinance permitting process several weeks ago. He recognizes that this deserves a more in-depth conversation. He suggested continuing the item to allow staff time to prepare a good product.

1 Doug Heideman motioned to continue Ordinance 2022- amending Title 7, Chapter 7 Events to
2 January 5th. Seconded by Kevin Thomas. Joseph Prete, Dave Sanders, David Hirschi, Doug
3 Heideman, and Kevin Thomas voting aye. Motion carried unanimously.

4 **Closed Meeting** held pursuant to Utah Code section 52-4-205

5 Joseph Prete motioned to go into a closed meeting. Seconded by Kevin Thomas. Motion
6 carried.

7 **Mayor and Council reports**

8

Kaden DeMille explained that the Building Inspector, Stewart Joseph, did not properly place his vehicle in park and consequently ran over his leg and foot. Selwin Lovell reported that Mr. Joseph will be on light duty for at least two weeks.

9 Doug Heideman motioned to adjourn the meeting. Seconded by Joseph Prete. Motion carried
10 unanimously.

11 Adjournment: 9:40 p.m.

CITY OF HURRICANE, UTAH



HURRICANE CITY
UTAH

FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2022

With Report of

Certified Public Accountants

Table of Contents

	Page
INTRODUCTORY SECTION	
Letter of Transmittal	4
FINANCIAL SECTION	
Independent Auditors' Report.....	9
Management's Discussion and Analysis.....	13
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position.....	24
Statement of Activities	25
Fund Financial Statements:	
Balance Sheet – Governmental Funds.....	26
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	27
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	28
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	29
Statement of Net Position – Proprietary Funds	30
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds	32
Statement of Cash Flows – Proprietary Funds	34
Statement of Net Position – Fiduciary Funds.....	36
Statement of Changes in Fiduciary Net Position.....	37
Notes to the Financial Statements	38
Required Supplementary Information:	
Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund.....	74
Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Special Revenue Fund.....	75
Schedule of the Proportionate Share of the Net Pension Liability	76
Schedule of Contributions	77
Notes to Required Supplementary Information.....	78

Table of Contents (Continued)

Supplementary Information:

Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Street Projects Fund	80
Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Parks Impact Fund	81
Combining Statements and Schedules:	
Combining Balance Sheet – Non-major Governmental Funds	84
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-major Governmental Funds	86
Combining Statement of Net Position – Non-major Enterprise Funds	88
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds	89
Combining Statement of Cash Flows – Non-major Enterprise Funds	90
Capital Assets Used in the Operation of Governmental Funds:	
Schedule by Source	92
Schedule by Function and Activity	94
Schedule of Changes by Function and Activity	96

FEDERAL AND STATE REPORTS

Report on Internal Control over Financial Reporting and on Compliance	99
Report on Compliance as Required by the State Compliance Audit Guide	101

STATISTICAL SECTION

Required Bond Disclosures.....	104
--------------------------------	-----

INTRODUCTORY SECTION

The comprehensive Annual Financial Report of Hurricane City, Utah for the fiscal year ended June 30, 2022, is submitted herewith.

ACCOUNTING SYSTEM

The City's accounting records for general governmental operations are maintained on a modified accrual basis, with revenues being recorded when available and measurable and expenditures being recorded when the liability is incurred. Accounting records for the City's utilities and other enterprise funds are maintained on the accrual basis.

GENERAL GOVERNMENTAL FUNCTIONS

Revenues for general governmental functions totaled \$15,988,262 for 2021-22, an increase of \$1,887,770 from \$14,100,492 for fiscal year 2020-21. Sales tax increased about 25.47% and property tax increased 6.79%. Residential and commercial construction increased resulting in a \$105,902 increase in License and Permit fees. The intergovernmental revenue increased by \$135,255. Sale of capital assets decreased by \$120,315. The following revenue sources are shown compared to fiscal year 2020-21.

<u>REVENUE SOURCE</u>	<u>2021-22</u>	<u>2020-21</u>	<u>Increase (Decrease)</u>
Property Taxes and Penalties	\$3,079,973	\$2,884,142	\$195,831
Sales Tax	\$6,466,778	\$5,153,873	\$1,312,905
Franchise & Energy Taxes	\$1,506,509	\$1,396,463	\$110,046
License and Permits	\$1,378,740	\$1,272,838	\$105,902
Intergovernmental Revenue	\$1,516,176	\$1,380,921	\$135,255
Charges and Services	\$660,969	\$661,323	(\$354)
Fines and Forfeitures	\$506,669	\$448,425	\$58,244
Sale of Capital Assets	\$0	\$120,315	(\$120,315)
Contributions and Donations	\$28,589	\$75,021	(\$46,432)
Recreation & Events	\$670,374	\$554,480	\$115,894
Interest & Financing	\$51,858	\$30,368	\$21,490
Other	\$121,627	\$122,323	(\$696)
Transfers		\$0	\$0
Total Revenues	<u>\$15,988,262</u>	<u>\$14,100,492</u>	<u>\$1,887,770</u>

Taxable value of real and personal property for 2022 is \$3,334,685,433 representing a \$1,036,904,674 increase in value which is an 45.13% increase from the preceding year. This increase is the result of residential, commercial, and industrial growth and property values increases. The Certified tax rate for 2022 decreased to .0009% from 2021's .00117%.

Expenditures for general governmental purposes totaled \$15,164,949 which was \$1,639,245 more than in 2020-2021. Public Safety showed the highest increase of \$893,225. Transfer to Other Funds had an increase of \$454,407. Parks & Recreation saw an increase of \$344,017. General Government was up \$142,495 due to higher costs and costs of living increase.

Levels of expenditures for major functions of the city with a comparison to the preceding year are shown in the following tabulation. General Government includes: Mayor and City Council, Judicial, Attorney, Clerk, Treasurer, Human Resources, Non-Departmental, Buildings and Grounds, Planning and Zoning, and Administrative Services expenses; Public Safety includes: Police Services, Inspection and Animal Control; Highways and Public Improvements includes: Highways General, B&C Roads, Airport and Parks & Recreation includes: Parks, Recreation, Swimming Pool, Community Center, Events, Peach Days and Cemetery.

<u>FUNCTION</u>	<u>2021-22</u>	<u>2020-21</u>	<u>Increase (Decrease)</u>
General Government	\$1,848,855	\$1,706,360	\$142,495
Public Safety	\$5,551,111	\$4,657,886	\$893,225
Highways & Public Imp.	\$1,284,519	\$1,479,418	(\$194,899)
Parks, Recreation	\$2,778,120	\$2,434,103	\$344,017
Capital Outlay			\$0
Transfer to Other Funds	\$3,702,344	\$3,247,937	\$454,407
Total	\$15,164,949	\$13,525,704	\$1,639,245

Enterprise Funds include: Electric utilities, Water utilities, Pressurized Irrigation, Golf Course, Municipal Building Authority and Drainage. The three largest Enterprise funds are shown below.

	<u>Electric</u>	<u>Water</u>	<u>Golf</u>
Revenues	\$16,449,928	\$5,861,672	\$2,870,299
Expenses	16,212,714	4,009,894	2,127,625
Net Income	\$237,214	\$1,851,778	\$742,674

INDEPENDENT AUDIT

Utah State Law requires an annual audit to be made of the books of account, financial records and transactions of all administrative departments of the City by independent certified public accountants selected by the City Council. This requirement has been complied with and the auditors' report has been included in this presentation.

EMPLOYEES RETIREMENT SYSTEM

The City of Hurricane participates in the Utah State Retirement system which covers all City, County, and State employees. In 2011 the State created a two-tier system. Those employees who had service credit before the change are on Tier 1, and new hires after that date are on Tier 2. The Tier 2 system requires more years to retire and the system is a combination defined benefit and defined contribution plan whereas Tier 1 is only a defined benefit plan. The City contributes 18.47% of each salary for the tier 1 employees and 16.19% for Tier 2 employees in the State Retirement System. The Police Department participates in the Public Safety Branch of the Utah State Retirement system. The City contributes 34.04% for the employees in Tier 1, and 28.42% for employees in the Tier 2 of the Public Safety System. The City's contribution for the year ended June 30, 2022, was \$1,738,778. This includes the Employees' voluntary contributions to the state 401K plan which all employees are eligible to participate in.

CLOSING STATEMENT

The preparation of this report could not have been accomplished without the efficient and dedicated services of the accounting staff of Hinton Burdick PLLC. I would also like to thank the members of the City Council for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Kaden C. DeMille", written over a light blue horizontal line.

Kaden C. DeMille
City Manager

FINANCIAL SECTION

This page intentionally left blank



Independent Auditors' Report

The Honorable Mayor and
Members of the City Council
Hurricane, UT 84737

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Hurricane City, Utah, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Hurricane City, Utah's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Hurricane City, Utah, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Hurricane City, Utah and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As described in Note 1 to the financial statements, in fiscal year 2022, Hurricane City, Utah implemented the provisions of GASB Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Hurricane City, Utah's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Hurricane City, Utah's ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Hurricane City, Utah's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Hurricane City, Utah's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparisons for the general fund and special revenue fund, and schedules related to pensions as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States

of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Hurricane City, Utah's basic financial statements. The major capital project fund budgetary comparison schedules, nonmajor fund combining financial statements, and capital asset schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the major capital project fund budgetary comparison schedules, nonmajor fund combining financial statements, and capital asset schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 21, 2022 on our consideration of Hurricane City, Utah's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Hurricane City, Utah's internal control over financial reporting and compliance.

HintonBurdick, PLLC

St. George, Utah
December 21, 2022



This page intentionally left blank

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Hurricane City, here to be referenced “the City”, we offer readers of the City financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal.

FINANCIAL HIGHLIGHTS

The total net position of Hurricane City increased 12.77% to \$181,264,639.

The total net position of 181,264,639 is made up of \$127,469,484 in capital assets net of related debt and \$53,795,155 in other assets.

In the General Fund, revenues exceeded expenses by \$785,345 due to a reduction in fund balance. The total fund balance of the General Fund represents 26.15% of total budgeted expenditures for the next fiscal year ending June 30, 2022.

Total long-term bond liabilities of the City are \$6,855,070

Business-type activities total net position increased \$10,270,191 or 12.92%.

REPORTING THE CITY AS A WHOLE

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements. This report also includes other supplementary information in addition to the basic financial statements.

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

- The statement of net position presents information on all the City assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. However, you will also need to consider other nonfinancial factors

- The statement of activities present information showing how the City's net position changed during the fiscal year reported. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus all of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

REPORTING THE CITY'S MOST SIGNIFICANT FUNDS

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City also uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

- **Governmental funds** – These funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. These funds statements focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the City's general governmental operations and the basic services it provides. Governmental fund information helps users determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or difference) between governmental activities (reported in the Statement of Net Position and the Statement Activities) and governmental funds in a reconciliation included with the fund financial statements. The only major government fund (as determined by generally accepted accounting principles) is the General Fund. The balances of the governmental funds are determined to be non-major and are included in the combining statements within this report.
- **Proprietary funds** – These funds also known as enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its Electric Utility, Water Utility, Pressurized Irrigation Utility, Drainage System, Municipal Building Authority, and Golf Course. As shown in the financial statements, all enterprise funds except for Drainage and Pressurized Irrigation are classified as major funds. The Drainage and Pressurized Irrigation funds are classified as non-major and are included in the combining statements within this report.
- **Fiduciary funds** – These funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide

financial statements because the resources of those funds are not available to support the City's own programs. The accounting method used for these funds is much like that used for proprietary funds.

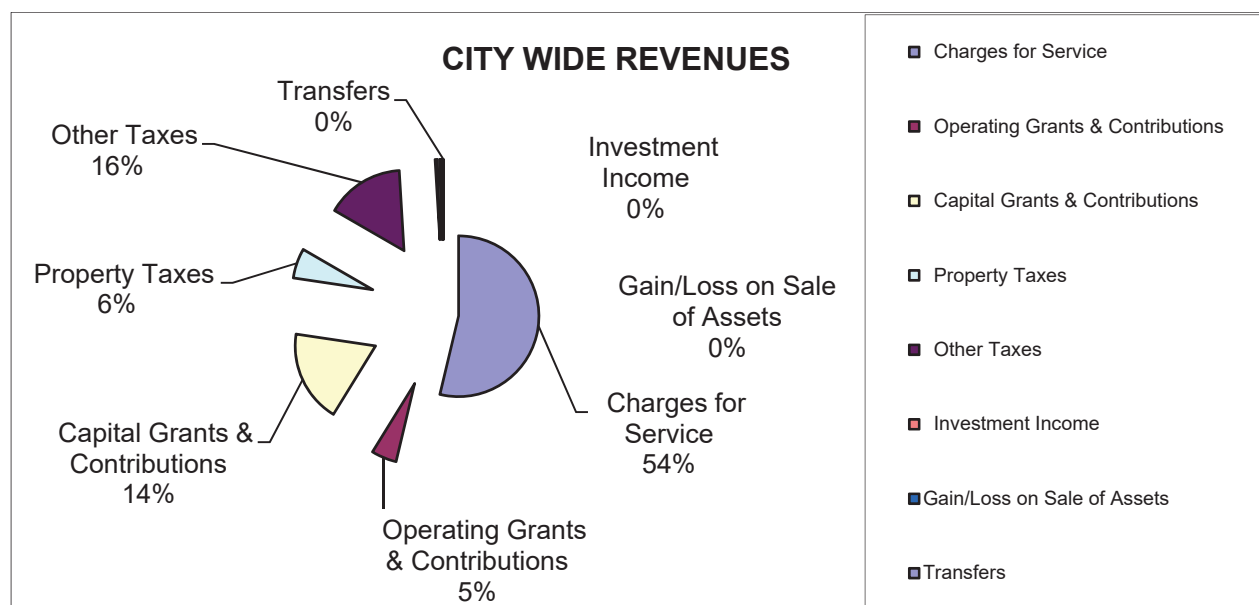
GOVERNMENT-WIDE FINANCIAL ANALYSIS

	Governmental Activities	Business-type Activities
Revenues:		
Program Revenues:		
Charges for Service	\$ 7,575,935	\$23,754,132
Operating Grants & Contributions	2,506,639	-
Capital Grants & Contributions	89,045	9,835,821
Property Taxes	3,381,894	-
Other Taxes	10,842,728	-
Investment Income	176,060	137,464
Other Revenues	(304,025)	314,025
Total Revenues	<u>\$24,268,276</u>	<u>\$34,041,442</u>
Expenses:		
General government	\$ 1,765,417	
Public Safety	5,354,391	
Highways/Public Improvements	3,004,942	
Parks & recreation	3,499,298	
Interest on Long-term Debt	376,143	
Economic development	10,900	
Water		\$4,208,364
Electric		16,212,714
Golf Course		2,157,797
Drainage		362,963
Municipal Building Authority		327,051
Pressurized Irrigation		502,362
Total Expenses	<u>\$14,011,091</u>	<u>\$23,771,251</u>
Increase/Decrease in Net Position	<u>\$10,257,185</u>	<u>\$10,270,191</u>
Net Position Beginning	<u>\$81,270,413</u>	<u>\$79,466,850</u>
Net Position End	<u>\$91,527,598</u>	<u>\$89,737,041</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceed liabilities by \$181,264,639.

Capital assets comprise 65.32% of the net position of the City. Capital assets consist of land, buildings, infrastructure assets, (roads, sidewalks, water, and power lines, etc.) and machinery and equipment. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

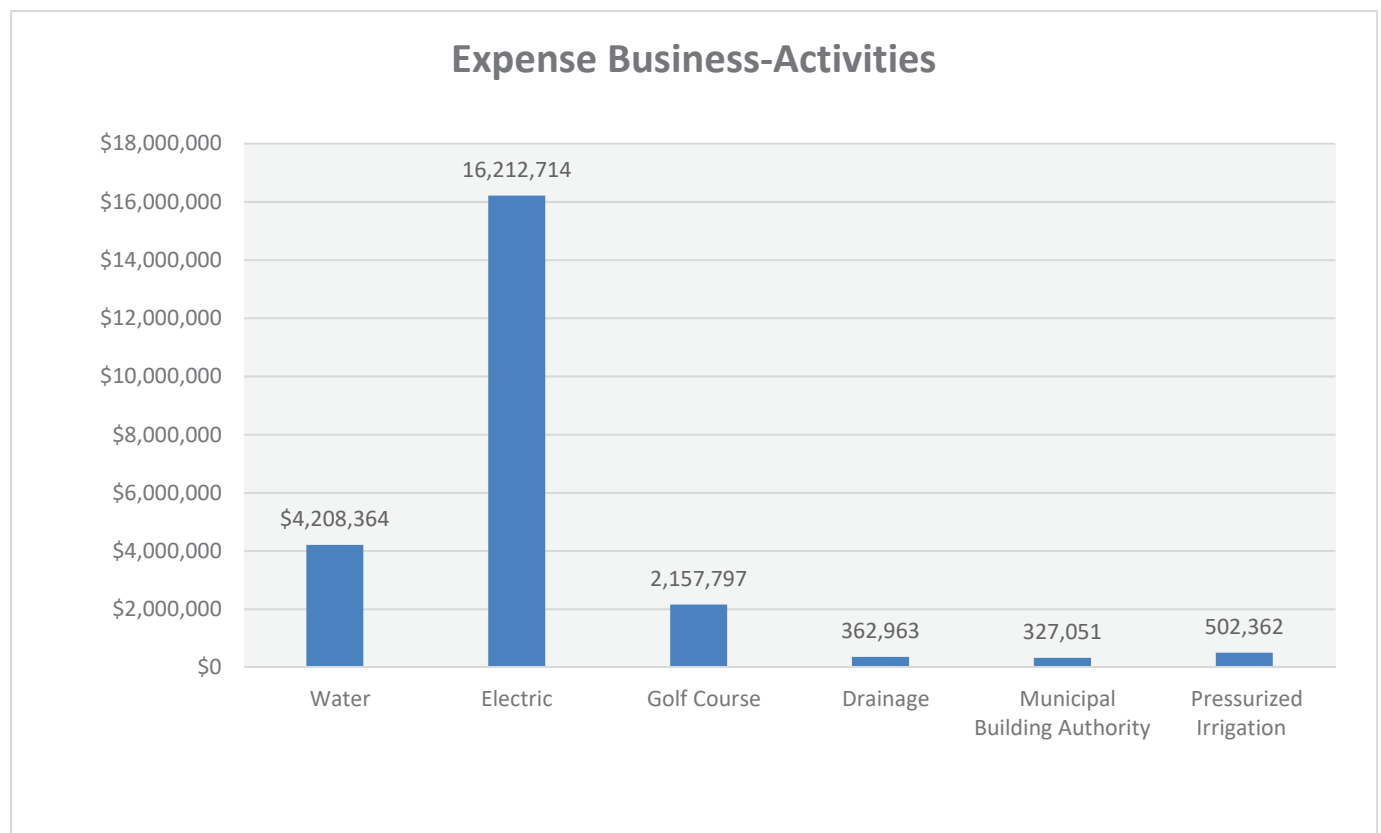
The following graph displays the city-wide activities for revenues reflected in the above tables.



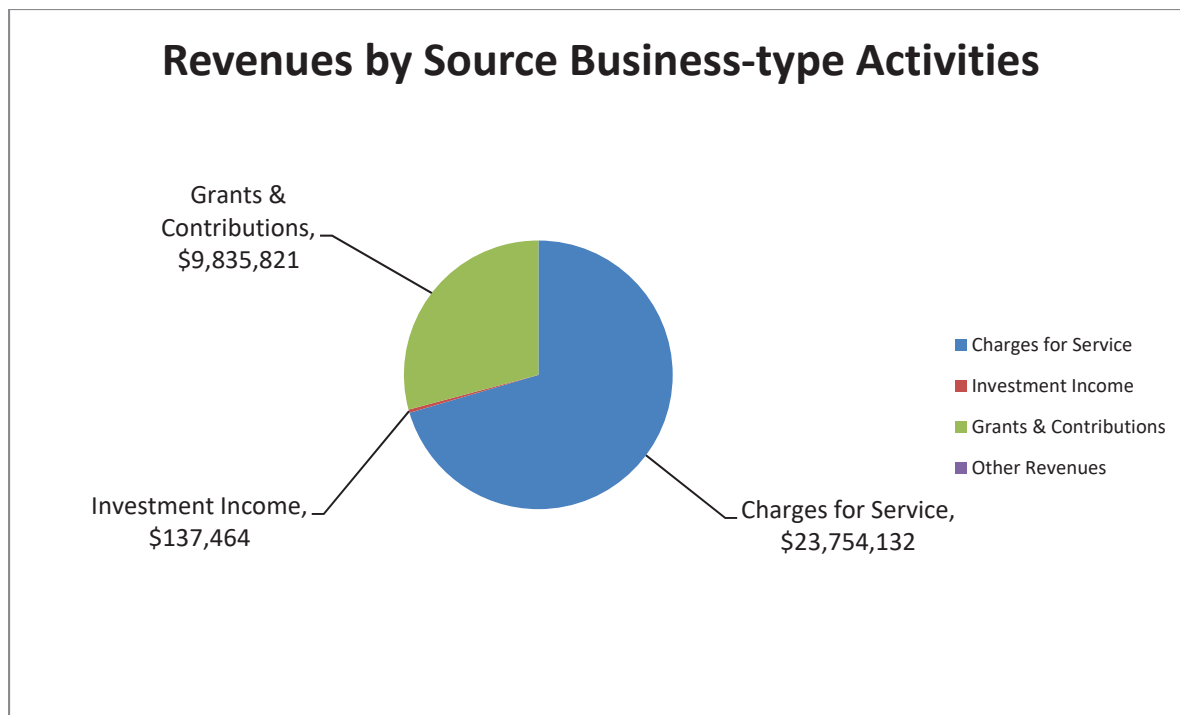
The largest revenue by far is charges for service. This is due to the number of proprietary funds whose main source of funding is service fees. The distribution of revenues is similar to prior years. The charges for services increased this year. The major enterprise funds decreased although the overall percentage of cost for services increased from 51.13% to 53.73%. This increase as an overall percentage can be contributed to the decrease in capital grants received compared with the prior year. Growth of residential construction continues to fuel the increase with more utility hookups and monthly service fees. Investment income increased slightly in the general fund and decreased slightly in enterprise funds while interest rates at the State Treasurers Pool continue to remain favorable. Other taxes increased by 25.55%.

Total net position in business-type activities increased by \$10,270,191. The Water Utility increased by \$5,040,727, the Electric fund increased by \$2,641,658, the Golf fund increased by \$712,502, the Municipal Building fund increased by \$454,679, the Pressurized Irrigation fund increased by \$1,035,663, and the Drainage fund increased by \$384,962. The main reason for the increases can likely be attributed to growth and a favorable economy.

The following graph shows the expenses of the business type funds. The Water Fund saw a decrease in expenses of 2.79%. The Electric Utility has by far the largest expenses. The Electric Utility's expenses increased over the prior year by 11.66%. The cost of power purchased accounts for more than half of the Electric Utility expenses. The Golf Course saw an increase in expenses of 5.07% due in large part to the increase in cost of water. The Drainage Fund had an increase of 5.44%. The Municipal Building Authority saw a decrease of 1.56%. Pressurized Irrigation had a decrease of .72%. The Municipal Building Authority acts as a conduit fund holding title and the lease financing on several of the municipal buildings. The main function of the fund is to make the debt payments on the financing. The increase in expenses reflects the increasing debt service payments.



As can be seen from the following chart, the majority of revenues in the business-type activities are in Charges for Service with 70.43%, Grants and Contributions 29.16%, and Interest Earnings at .41%.



FINANCIAL ANALYSIS OF GOVERNMENT FUNDS

The focus of the City's government funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements.

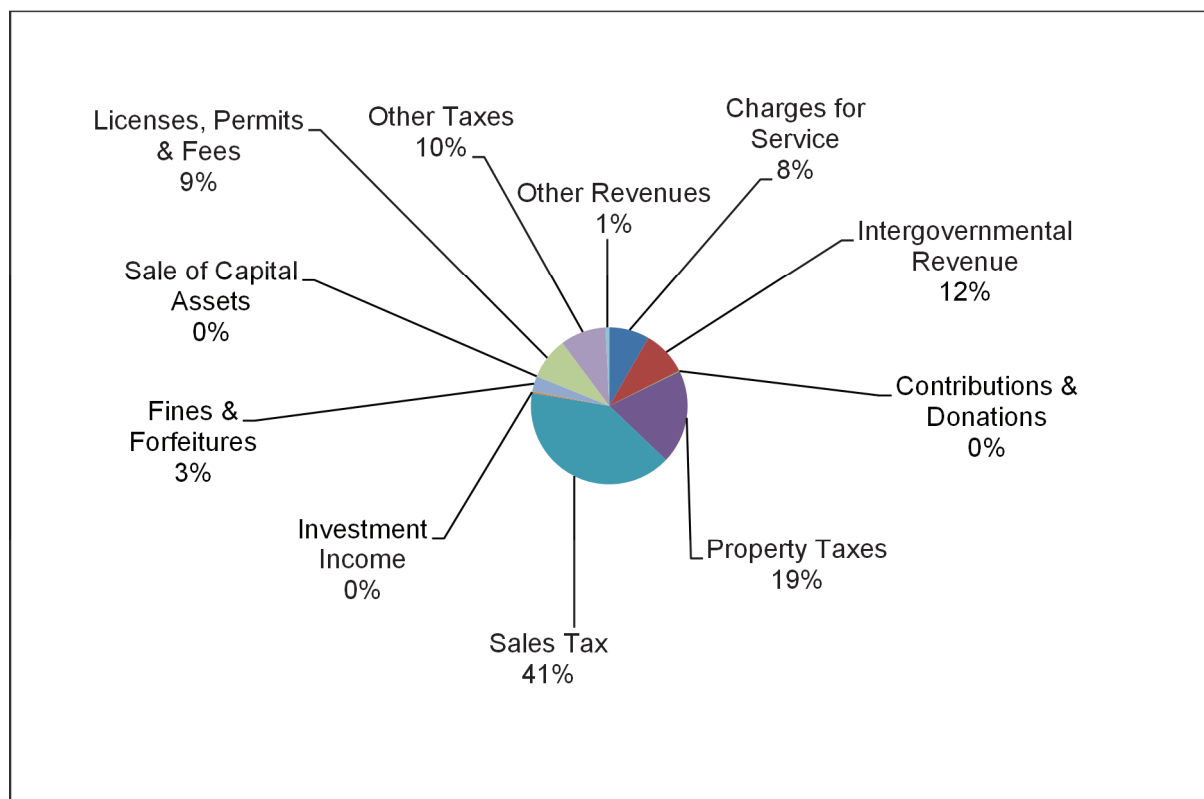
As of June 30, 2022, the City governmental funds which are comprised of the General Fund and Non-major Governmental Funds including: Capital Projects, Debt Service, and Special Revenue reported combined fund balances of \$30,460,968. This represents an increase of \$3,859,155 (14.51%) over last year's ending balances. Capital project funds typically accumulate revenues over a multi-year time frame and when sufficient, are used to fund some capital improvement. The increased fund balance was the result of holding funds collected from impact fees or transfers from General Fund to hold for specific projects to be completed in future years. The General Fund increased by \$785,345, the Special Revenue funds increased \$1,281,418 and the Capital Project funds increased \$506,918. The Dixie Springs fund (a Special Revenue Fund) continues to show a decrease in fund balance as the bond is paid off.

The General Fund saw an increase in fund balance this year. The excess funds have been set aside for use in the funding of future anticipated projects. All activities which are not required to be accounted for in separate funds either by state or local ordinance or by a desire to maintain a matching of revenues and expenses are accounted for in this fund.

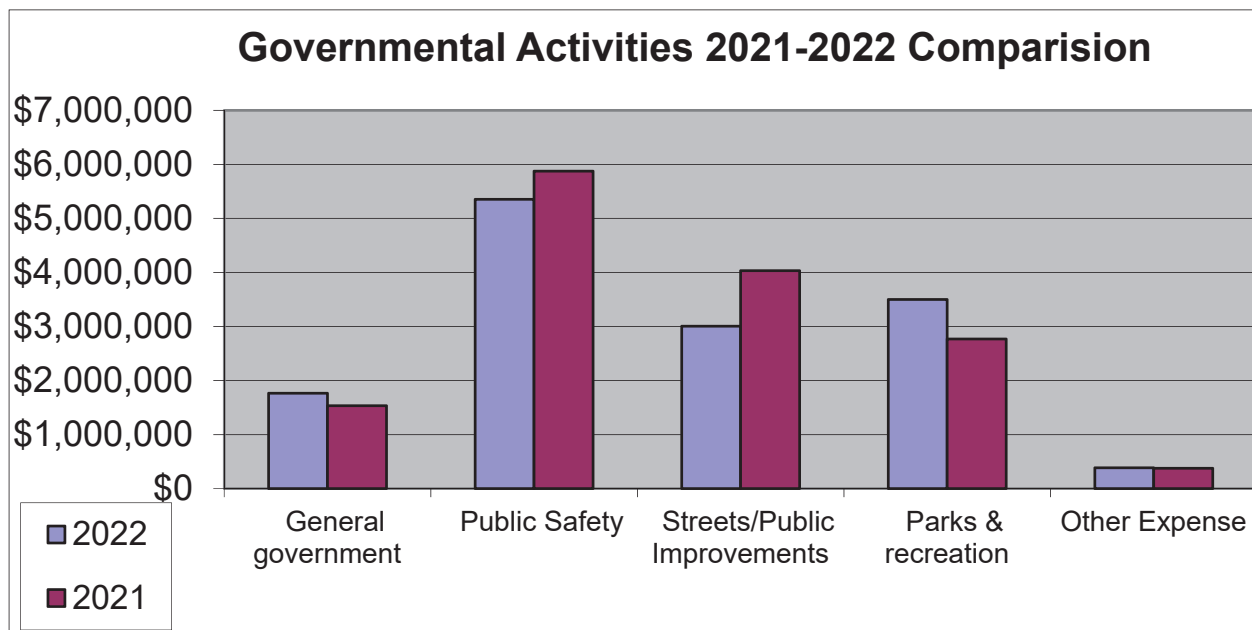
Revenues exceeded expenditures in the General fund by \$785,345. An analysis of the total fund balance shows that it represents 26.15% of the projected revenues for the new fiscal year which ends June 30, 2022.

Taxes continue to be the largest source of revenue in the General Fund and represent 69.30% of the total general fund revenues. The largest element of taxes is sales tax. It represents 58.51% of total tax revenues and represents 40.54% of total general fund revenues. This compares to 36.14% in the prior fiscal year ended June 30, 2021.

The following chart displays General Fund revenues as a percent of total revenues.



The following graph displays the expenditures in the General Fund by function for the past fiscal year. As can be seen by reviewing the graph, the general administrative expenses increased by \$231,437. Public Safety decreased from 2021 to 2022 by \$520,064 due to the employee shortages, and timing of vehicle delivery and funds being moved into 2023. Streets and Public Improvements saw a decrease of \$1,027,804, due to the timing of projects and moving the funds to 2023 budget. Parks and Recreation showed an increase of \$729,136 due additional personal, and capital improvements projects. Public Safety accounts for 38.22% of the general fund expenditures.



As stated earlier, the City maintains several enterprise funds to account for the business-type activities of the City. The separated fund statements included in this report provide the same information for business-type activities as is provided in the governmental-wide financial statements. However, the difference is that the fund statements provide much more detail. The Electric Utility fund charges for services increased by \$988,191 or 7.28% during the year. Impact and connection fees increased by \$195,909 and interest income increased by \$8,965. The expenditures increased \$1,692,781, or 11.66%. The change in net position results were \$2,641,658. The Water Utility fund had an increase in its net position from \$3,018,747 to 5,040,727 in 2022. The increase in the Water Utility fund's net income is due in large part to the prior year's large capital contributions for expansion projects.

GENERAL FUND BUDGETARY HIGHLIGHTS

During the fiscal year, the General Fund original budget was amended from an original budget expenditure total of \$14,273,652 to a final budget of \$17,071,650 a 19.60% increase. These increases were needed because of grants and increased revenues unknown at the time the budget was adopted.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets – The City's investment in capital assets for its governmental and business-type activities as of June 30, 2022, amount to \$134,391,899 (net of accumulated depreciation). This investment in capital assets includes land, buildings, system improvements, parks, infrastructure (streets, sidewalks, etc.) and machinery and equipment.

Major capital asset events during the current fiscal year included the following:

Dixie Springs Water Tank
 3700 W. Road Improvements (CIP)
 The American Legion Rodeo Grounds

HURRICANE CITY'S CAPITAL ASSETS		
(net of depreciation)		
	Governmental Activities	Business type Activities
Water Stock	\$0	\$1,960,541
Land & Water Rights	\$8,879,301	\$2,634,057
Improvements	\$8,461,170	\$710,912
Buildings	\$1,248,548	\$6,553,934
Infrastructure	\$31,104,296	\$50,641,567
Right to Use Leased Equip	\$0	\$463,474
Plant, Property, & Equipment	\$2,468,230	\$8,571,308
Construction in Progress	\$9,769,110	\$925,451
Total	\$61,930,655	\$72,461,244

Additional information on the City's capital assets can be found in the footnotes to the financial report and also the supplemental section.

Long-term debt –As of June 30, 2022, the City had total bonded debt outstanding of \$6,084,517. Of this amount, none is considered to be general obligation debt which is backed by the full faith and credit of the City. The \$6,084,517 outstanding debt is secured solely by specific revenues sources.

	Governmental Activities		Business- type Activities	
	2022	2021	2022	2021
General Obligation Bonds	\$0	\$0	\$0	\$0
RDA Bonds	\$0	\$0	\$0	\$0
Capital Leases	\$258,200	\$300,431	\$0	\$0
Notes Payable	\$0	\$0	\$0	\$0
Special Assessment Debt	\$0	\$0	\$0	\$0
Revenue Bonds	\$357,000	\$471,000	\$5,857,875	\$6,188,548
Total Outstanding Debt	\$615,200	\$771,431	\$5,857,875	\$6,188,548
 Bonded Debt	 \$6,596,870	 \$6,659,548		
Total Debt	\$6,855,070	\$6,959,979		

The City's total debt decreased by \$104,909 during the year. This is due to scheduled bond payments during the 2021-2022 fiscal year.

State statutes limit the amount of the general obligation debt a governmental entity may issue to 4% of its total taxable value. The current limitation for the City is \$133,387,417, which is significantly in excess of the City's outstanding general obligation debt. In addition, state statute allows for an additional 4% to be used for water, sewer, or electrical projects thus resulting in a debt limit of 8% of taxable value. The current limitation for these water, sewer, and electrical projects is thus \$133,387,417. The City currently has no general obligation debt outstanding for general purposes, water, sewer, or electrical projects.

Additional information on the outstanding debt obligations of the City can be found in the footnotes to this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

- Unemployment in Washington County (of which Hurricane is the third largest City) was 4.1% compared with a state unemployment rate of 1.9% and a national rate of 4.2% in November 2021. (source: Utah Department of Workforce Services)
- The General Fund budget for the fiscal year-ending June 30, 2022, reflects an increase of 24.64% over the final budget for the fiscal year ended June 30, 2021. The increase reflects an influx in tourism, and unprecedented growth which has generated additional sales tax revenue. The City has experienced a better than average year in revenues.
- Growth in the construction of new homes increased in 2021-22. 1,108 total buildings permits were issued during the year, 681 were new residential building permits. The 2020 census showed an average of 2.7 people per household in Hurricane, thus the increase in population during the year due to new construction was approximately 1,839. This compares with 735 residential permits and 1,105 total permits issued in fiscal year 2020-21. This is reflected in the total valuation of all building permits during the year. The June 30, 2022, year-end total valuation of permits issued was \$145,886,146. This compares with the June 30, 2021, total of \$144,134,898 for an increase of \$1,751,248 or a 1.25% increase.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for those with an interest in the City's finances. Questions concerning any information provided in this report or requests for additional information should be addressed to: Hurricane City, City Manager, at 147 North 870 West, Hurricane, Utah 84737.

BASIC FINANCIAL STATEMENTS

CITY OF HURRICANE, UTAH
Statement of Net Position
June 30, 2022

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 30,493,452	\$ 23,820,410	\$ 54,313,862
Receivables (net of allowance)	3,969,271	2,140,658	6,109,929
Leases receivable	-	66,241	66,241
Inventory	-	1,235,996	1,235,996
Prepaid expense	90,145	1,336	91,481
Internal balances	61,464	(61,464)	-
Restricted assets:			
Temporarily restricted:			
Cash and cash equivalents	5,361,693	1,643,091	7,004,784
Net pension asset	1,883,083	651,819	2,534,902
Capital assets not being depreciated:			
Land and water rights	8,879,301	2,634,057	11,513,358
Water stock	-	1,960,541	1,960,541
Construction in progress	9,769,110	925,451	10,694,561
Capital assets (net of accumulated depreciation):			
Improvements	8,461,170	710,912	9,172,082
Plant and equipment	2,468,230	8,571,308	11,039,538
Right to use leased equipment	-	463,474	463,474
Irrigation pond	-	7,295	7,295
Water tank	-	6,264,486	6,264,486
Buildings	1,248,548	6,553,934	7,802,482
Distribution system	-	44,369,786	44,369,786
Infrastructure	31,104,296	-	31,104,296
Total assets	<u>103,789,763</u>	<u>101,959,331</u>	<u>205,749,094</u>
Deferred Outflows of Resources			
Deferred outflows related to pensions	981,688	339,806	1,321,494
Total deferred outflows of resources	<u>981,688</u>	<u>339,806</u>	<u>1,321,494</u>
Liabilities			
Accounts payable and other current liabilities	5,783,321	4,980,838	10,764,159
Unearned revenue	316,075	-	316,075
Interest payable	1,961	72,486	74,447
Noncurrent liabilities:			
Due within one year	169,602	569,156	738,758
Due in more than one year	689,787	5,738,059	6,427,846
Total liabilities	<u>6,960,746</u>	<u>11,360,539</u>	<u>18,321,285</u>
Deferred Inflows of Resources			
Deferred inflows related to leases	-	65,548	65,548
Deferred inflows related to pensions	3,281,890	1,136,009	4,417,899
Property taxes levied for future year	3,001,217	-	3,001,217
Total deferred inflows of resources	<u>6,283,107</u>	<u>1,201,557</u>	<u>7,484,664</u>
Net Position			
Net investment in capital assets	61,315,455	66,154,029	127,469,484
Restricted for:			
Debt service	27,839	385,668	413,507
Capital projects	12,686,205	5,049,748	17,735,953
Legal restrictions	464,035	-	464,035
Other purposes	7,064,682	-	7,064,682
Unrestricted	9,969,382	18,147,596	28,116,978
Total net position	<u>\$ 91,527,598</u>	<u>\$ 89,737,041</u>	<u>\$ 181,264,639</u>

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Statement of Activities
For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants & Contributions	Capital Grants & Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 1,765,417	\$ 2,116,834	\$ 1,002,064	\$ 2,741	\$ 1,356,222	\$ -	\$ 1,356,222
Public safety	5,354,391	957,808	32,491	-	(4,364,092)	-	(4,364,092)
Highways/ public works	3,004,942	2,101,430	1,161,595	86,304	344,387	-	344,387
Parks and recreation	3,499,298	2,399,863	310,489	-	(788,946)	-	(788,946)
Economic development	376,143	-	-	-	(376,143)	-	(376,143)
Interest on long-term debt	10,900	-	-	-	(10,900)	-	(10,900)
Total governmental activities	14,011,091	7,575,935	2,506,639	89,045	(3,839,472)	-	(3,839,472)
Business-type activities:							
Water	4,208,364	4,638,403	-	4,568,979	-	4,999,018	4,999,018
Electric	16,212,714	14,769,505	-	4,005,202	-	2,561,993	2,561,993
Golf course	2,157,797	2,865,828	-	-	-	708,031	708,031
Municipal Building Authority	327,051	461,226	-	-	-	134,175	134,175
Pressurized Irrigation	502,362	537,005	-	999,766	-	1,034,409	1,034,409
Drainage	362,963	482,165	-	261,874	-	381,076	381,076
Total business-type activities	23,771,251	23,754,132	-	9,835,821	-	9,818,702	9,818,702
General Revenues:							
Taxes:							
Property taxes levied for general purposes					3,381,894	-	3,381,894
Franchise taxes					1,940,854	-	1,940,854
General sales taxes and highway sales taxes					8,284,558	-	8,284,558
RAP tax					617,316	-	617,316
Unrestricted investment earnings					176,060	137,464	313,524
Miscellaneous					10,000	-	10,000
Transfers					(314,025)	314,025	-
Total general revenues & transfers					14,096,657	451,489	14,548,146
Change in net position					10,257,185	10,270,191	20,527,376
Net position - beginning					81,270,413	79,466,850	160,737,263
Net position - ending					\$ 91,527,598	\$ 89,737,041	\$ 181,264,639

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Balance Sheet
Governmental Funds
June 30, 2022

			Capital Project Funds		Nonmajor	Total
	General	Special Revenue	Street Projects	Parks Impact	Governmental Funds	Governmental Funds
Assets						
Cash and cash equivalents	\$ 4,217,935	\$ 6,093,737	\$ 7,707,831	\$ 4,361,145	\$ 8,112,804	\$ 30,493,452
Receivables	1,520	-	-	-	442,268	443,788
Due from other governments	3,379,634	-	-	-	145,849	3,525,483
Due from other funds	58,407	-	-	-	5,732	64,139
Prepaid expenses	58,861	-	-	-	31,284	90,145
Restricted cash and cash equivalents	5,361,693	-	-	-	-	5,361,693
Total assets	<u>\$ 13,078,050</u>	<u>\$ 6,093,737</u>	<u>\$ 7,707,831</u>	<u>\$ 4,361,145</u>	<u>\$ 8,737,937</u>	<u>\$ 39,978,700</u>
Liabilities						
Accounts payable	\$ 270,860	\$ 103,706	\$ -	\$ 228,745	\$ 13,850	\$ 617,161
Accrued liabilities	253,077	-	-	-	-	253,077
Customer deposits	4,894,678	-	-	-	-	4,894,678
Court funds held	18,405	-	-	-	-	18,405
Due to other funds	-	-	-	-	2,675	2,675
Unearned revenue	132,493	-	-	-	183,582	316,075
Total liabilities	<u>5,569,513</u>	<u>103,706</u>	<u>-</u>	<u>228,745</u>	<u>200,107</u>	<u>6,102,071</u>
Deferred Inflows of Resources						
Property taxes levied for future year	3,001,217	-	-	-	-	3,001,217
Unavailable revenue - special assessment	-	-	-	-	414,444	414,444
Total deferred inflows of resources	<u>3,001,217</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>414,444</u>	<u>3,415,661</u>
Fund Balances						
Nonspendable:						
Prepays	58,861	-	-	-	-	58,861
Restricted for:						
Debt service	-	-	-	-	27,839	27,839
Capital outlay	-	-	7,707,831	4,132,400	845,974	12,686,205
Other	464,035	5,990,031	-	-	1,074,651	7,528,717
Assigned	-	-	-	-	6,174,922	6,174,922
Unassigned	3,984,424	-	-	-	-	3,984,424
Total fund balances	<u>4,507,320</u>	<u>5,990,031</u>	<u>7,707,831</u>	<u>4,132,400</u>	<u>8,123,386</u>	<u>30,460,968</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 13,078,050</u>	<u>\$ 6,093,737</u>	<u>\$ 7,707,831</u>	<u>\$ 4,361,145</u>	<u>\$ 8,737,937</u>	<u>\$ 39,978,700</u>

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Reconciliation of the Balance Sheet of Governmental Funds
To the Statement of Net Position
June 30, 2022

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds	\$ 30,460,968
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Governmental capital assets	\$ 98,957,695
Accumulated depreciation	<u>(37,027,040)</u>
	61,930,655
Net pension asset is not an available resource and, therefore, is not reported in the funds.	1,883,083
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Bonds payable	(357,000)
Notes payable	(258,200)
Compensated absences	(244,189)
Accrued interest payable	<u>(1,961)</u>
	(861,350)
Deferred outflows and inflows of resources related to pensions are applicable to future reporting periods and, therefore, are not reported in the funds.	
Deferred outflows	981,688
Deferred inflows	<u>(3,281,890)</u>
	(2,300,202)
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.	414,444
Total net position - governmental activities	<u><u>\$ 91,527,598</u></u>

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2022

			Capital Project Funds		Nonmajor	Total
	General	Special Revenue	Street Projects	Parks Impact	Governmental Funds	Governmental Funds
Revenues						
Taxes	\$ 11,053,260	\$ 2,252,125	\$ -	\$ -	\$ 919,236	\$ 14,224,621
Licenses, permits and fees	1,378,740	-	-	-	-	1,378,740
Intergovernmental revenue	1,478,208	543,000	-	308,638	945,128	3,274,974
Charges for services	1,331,343	-	-	-	-	1,331,343
Fines and forfeitures	506,669	-	-	-	-	506,669
Impact fees	-	-	1,542,891	1,795,254	175,993	3,514,138
Contributions and donations	28,589	-	-	-	-	28,589
Investment earnings	51,858	25,948	33,440	23,813	41,001	176,060
Other revenues	121,627	8,539	10,000	-	261,273	401,439
Total revenues	15,950,294	2,829,612	1,586,331	2,127,705	2,342,631	24,836,573
Expenditures						
Current:						
General government	1,848,855	-	-	-	29,938	1,878,793
Public safety	5,551,111	-	-	-	56,127	5,607,238
Highways/ public works	1,284,519	41,130	-	-	7,400	1,333,049
Parks and recreation	2,778,120	-	-	-	262,075	3,040,195
Economic development	-	-	-	-	376,143	376,143
Debt service:						
Principal	-	-	-	114,000	-	114,000
Interest	-	-	-	11,116	-	11,116
Capital outlay:						
Street construction	-	2,371,914	71,868	-	-	2,443,782
Other	-	-	-	3,010,134	2,848,943	5,859,077
Total expenditures	11,462,605	2,413,044	71,868	3,135,250	3,580,626	20,663,393
Excess (deficiency) of revenues over (under) expenditures	4,487,689	416,568	1,514,463	(1,007,545)	(1,237,995)	4,173,180
Other Financing Sources (Uses)						
Operating transfers in	-	864,850	-	-	2,523,469	3,388,319
Operating transfers out	(3,702,344)	-	-	-	-	(3,702,344)
Total other financing sources and uses	(3,702,344)	864,850	-	-	2,523,469	(314,025)
Net change in fund balances	785,345	1,281,418	1,514,463	(1,007,545)	1,285,474	3,859,155
Fund balances, beginning of year	3,721,975	4,708,613	6,193,368	5,139,945	6,837,912	26,601,813
Fund balances, end of year	\$ 4,507,320	\$ 5,990,031	\$ 7,707,831	\$ 4,132,400	\$ 8,123,386	\$ 30,460,968

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To the Statement of Activities
For the Year Ended June 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 3,859,155
--	--------------

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation expense. This is the difference between capital outlay and depreciation expense in the current period.

Capital Outlay	\$ 8,053,195	
Depreciation Expense	<u>(2,837,268)</u>	
		5,215,927

Repayment of long-term debt (e.g. bonds, notes) principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	156,231
--	---------

Pension contributions are reported as expenditures in the governmental funds when made. However, they are reported as deferred outflows of resources in the Statement of Net Position because the net pension liability is measured six months before the City's report date. Pension expense, which is the change in the net pension liability adjusted for changes in deferred outflows and inflows of resources related to pensions, is reported in the Statement of Activities.

Pension contributions	(509,889)	
Pension expense	<u>1,591,848</u>	
		1,081,959

Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	(56,303)
---	----------

Accrued interest for long-term debt is not reported as an expenditure for the current period in the governmental funds, while it is recorded in the statement of activities.	216
--	-----

Change in net position of governmental activities	<u><u>\$ 10,257,185</u></u>
---	-----------------------------

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Statement of Net Position
Proprietary Funds
June 30, 2022

	Water Fund	Electric Fund	Golf Fund
Assets			
Current assets:			
Cash and cash equivalents	\$ 7,205,805	\$ 13,229,060	\$ 1,813,326
Receivables, net of allowance of \$15,186	353,160	1,682,808	654
Leases receivable	-	-	-
Inventory	-	1,169,110	66,886
Prepaid expense	-	-	1,336
Total current assets	<u>7,558,965</u>	<u>16,080,978</u>	<u>1,882,202</u>
Noncurrent assets:			
Restricted cash and cash equivalents	315,049	881,700	-
Net pension asset	157,245	351,601	142,973
Capital assets:			
Water stock	1,685,113	-	-
Land, improvements and water rights	576,406	532,652	557,651
Plant and equipment	1,789,735	17,836,330	995,015
Right to use leased equipment	-	-	490,738
Irrigation pond	-	-	13,029
Water tank	6,954,054	-	-
Intangible plant	-	36,780	-
Buildings	2,446,280	577,644	253,308
Construction in progress	925,451	-	-
Distribution system	30,508,021	16,556,630	-
Less: Accumulated depreciation/amortization	<u>(9,438,768)</u>	<u>(15,532,231)</u>	<u>(1,348,749)</u>
Total noncurrent assets	<u>35,918,586</u>	<u>21,241,106</u>	<u>1,103,965</u>
Total assets	<u>43,477,551</u>	<u>37,322,084</u>	<u>2,986,167</u>
Deferred Outflows of Resources			
Deferred outflows related to pensions	<u>81,975</u>	<u>183,297</u>	<u>74,534</u>
Liabilities			
Current liabilities:			
Accounts payable	374,734	3,159,375	81,562
Accrued liabilities	39,123	138,422	159,534
Customer deposits	93,150	881,700	-
Due to other funds	-	-	5,732
Interest payable	40,342	2,143	-
Current portion of noncurrent liabilities	125,000	-	54,921
Total current liabilities	<u>672,349</u>	<u>4,181,640</u>	<u>301,749</u>
Noncurrent liabilities:			
Leases payable	-	-	449,339
Bonds payable	2,576,413	-	-
Net pension liability	-	-	-
Less current portion of noncurrent liabilities	<u>(125,000)</u>	<u>-</u>	<u>(54,921)</u>
Total noncurrent liabilities	<u>2,451,413</u>	<u>-</u>	<u>394,418</u>
Total liabilities	<u>3,123,762</u>	<u>4,181,640</u>	<u>696,167</u>
Deferred Inflows of Resources			
Deferred inflows related to leases	-	-	-
Deferred inflows related to pensions	<u>274,051</u>	<u>612,781</u>	<u>249,177</u>
Total deferred inflows of resources	<u>274,051</u>	<u>612,781</u>	<u>249,177</u>
Net Position			
Net investment in capital assets	32,869,879	20,007,805	511,653
Restricted for debt service	221,775	-	-
Restricted for capital outlay	3,669,278	1,286,200	-
Unrestricted	<u>3,400,781</u>	<u>11,416,955</u>	<u>1,603,704</u>
Total net position	<u>\$ 40,161,713</u>	<u>\$ 32,710,960</u>	<u>\$ 2,115,357</u>

The accompanying notes are an integral part of the financial statements.

Municipal Building Authority	Nonmajor Enterprise Funds	Totals 2022
\$ -	\$ 1,572,219	\$ 23,820,410
-	104,036	2,140,658
66,241	-	66,241
-	-	1,235,996
-	-	1,336
66,241	1,676,255	27,264,641
446,342	-	1,643,091
-	-	651,819
-	275,428	1,960,541
2,968,592	45,000	4,680,301
-	645,912	21,266,992
-	-	490,738
-	-	13,029
-	-	6,954,054
-	-	36,780
6,260,665	-	9,537,897
-	-	925,451
-	11,720,243	58,784,894
(3,194,012)	(2,675,673)	(32,189,433)
6,481,587	10,010,910	74,756,154
6,547,828	11,687,165	102,020,795
-	-	339,806
167	53,071	3,668,909
-	-	337,079
-	-	974,850
55,732	-	61,464
28,648	1,353	72,486
389,235	-	569,156
473,782	54,424	5,683,944
-	-	449,339
3,281,463	-	5,857,876
-	-	-
(389,235)	-	(569,156)
2,892,228	-	5,738,059
3,366,010	54,424	11,422,003
65,548	-	65,548
-	-	1,136,009
65,548	-	1,201,557
2,753,782	10,010,910	66,154,029
163,893	-	385,668
-	94,270	5,049,748
198,595	1,527,561	18,147,596
\$ 3,116,270	\$ 11,632,741	\$ 89,737,041

CITY OF HURRICANE, UTAH
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Water Fund	Electric Fund	Golf Fund
Operating revenues:			
Charges for services	\$ 4,624,462	\$ 14,564,630	\$ 2,865,828
Lease revenue	-	-	-
Other revenues	13,941	204,875	-
Total operating revenues	<u>4,638,403</u>	<u>14,769,505</u>	<u>2,865,828</u>
Operating expenses:			
Purchased power	-	11,663,794	-
Power generation	-	75,889	-
Rent	1,295	-	6,978
Administration	192,102	143,598	55,908
Salaries and wages	506,907	1,195,909	652,534
Payroll taxes	49,115	115,831	61,489
Employee benefits	138,743	237,275	185,858
Distribution system repairs and maintenance	387,042	164,732	68,341
Repairs and maintenance	60,411	164,447	52,906
Tools expense	1,563	67,861	1,368
Office expense	-	16,622	643
Gasoline	22,741	20,338	20,064
Insurance	18,800	54,340	10,241
Depreciation	835,720	923,001	106,116
Telephone	7,312	13,134	6,847
Utilities	394,392	1,741	43,840
Office supplies	16,001	11,852	3,792
Special department supplies	-	50,033	383,624
Professional services	180,142	238,068	11,029
Trustee fees	-	-	-
Advertising	-	-	12,798
Franchise payment	-	802,707	-
Travel and training	7,773	16,115	2,002
Miscellaneous	267,051	125,196	5,873
Sales tax	-	-	191,265
Fertilizer and chemicals	28,949	-	57,845
Postage and freight	14,324	19,190	-
Credit card expense	29,718	50,876	53,656
Assessments	-	-	-
Remote meter reading	-	8,040	-
Tree trimming	-	32,125	-
Water costs	949,028	-	147,694
Total operating expenses	<u>4,109,129</u>	<u>16,212,714</u>	<u>2,142,711</u>
Operating income (loss)	<u>529,274</u>	<u>(1,443,209)</u>	<u>723,117</u>
Nonoperating revenues (expenses):			
Connection and impact fees	1,195,501	1,805,633	-
Interest income	41,709	79,665	4,471
Interest expense and fiscal charges	(99,235)	-	(15,086)
Total nonoperating revenues (expenses)	<u>1,137,975</u>	<u>1,885,298</u>	<u>(10,615)</u>
Income before contributions and transfers	1,667,249	442,089	712,502
Capital contributions	3,373,478	2,199,569	-
Transfers from other funds	-	-	-
Change in net position	<u>5,040,727</u>	<u>2,641,658</u>	<u>712,502</u>
Total net position, beginning of year	<u>35,120,986</u>	<u>30,069,302</u>	<u>1,402,855</u>
Total net position, end of year	<u>\$ 40,161,713</u>	<u>\$ 32,710,960</u>	<u>\$ 2,115,357</u>

The accompanying notes are an integral part of the financial statements.

Municipal Building Authority	Nonmajor Enterprise Funds	Totals 2022
\$ -	\$ 1,019,170	\$ 23,074,090
461,226	-	461,226
-	-	218,816
461,226	1,019,170	23,754,132
-	-	11,663,794
-	-	75,889
-	-	8,273
5,087	61,478	458,173
-	-	2,355,350
-	-	226,435
-	-	561,876
-	23,422	643,537
4,516	12,812	295,092
-	-	70,792
-	-	17,265
-	-	63,143
40,373	7,222	130,976
170,716	271,902	2,307,455
-	-	27,293
1,899	18,405	460,277
-	-	31,645
-	-	433,657
-	89,437	518,676
6,654	-	6,654
-	-	12,798
-	-	802,707
-	-	25,890
-	19,984	418,104
-	-	191,265
-	-	86,794
-	9,450	42,964
-	19,812	154,062
-	19,799	19,799
-	-	8,040
-	-	32,125
-	311,602	1,408,324
229,245	865,325	23,559,124
231,981	153,845	195,008
-	22,421	3,023,555
6,479	5,140	137,464
(97,806)	-	(212,127)
(91,327)	27,561	2,948,892
140,654	181,406	3,143,900
-	1,239,219	6,812,266
314,025	-	314,025
454,679	1,420,625	10,270,191
2,661,591	10,212,116	79,466,850
\$ 3,116,270	\$ 11,632,741	\$ 89,737,041

CITY OF HURRICANE, UTAH
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	<u>Water Fund</u>	<u>Electric Fund</u>
Cash flows from operating activities:		
Cash received from customers, service fees	\$ 4,624,658	\$ 14,799,909
Cash received from customers, capacity fees and other	13,941	204,875
Cash paid to suppliers	(2,532,227)	(13,651,622)
Cash paid to employees	(779,739)	(1,762,335)
Net cash provided by operating activities	<u>1,326,633</u>	<u>(409,173)</u>
Cash flows from noncapital financing activities:		
Transfers (to) from other funds	-	-
Advances (to) from other funds	-	-
Net cash provided (used) by noncapital financing activities	<u>-</u>	<u>-</u>
Cash flows from capital and related financing activities:		
Principal payments on long-term debt	(120,000)	-
Interest paid	(100,975)	-
Purchase of capital assets	(473,372)	(1,907,273)
Connection and impact fees	1,195,501	1,805,633
Net cash provided (used) by capital and related financing activities:	<u>501,154</u>	<u>(101,640)</u>
Cash flows from investing activities:		
Interest on investments	<u>32,281</u>	<u>79,665</u>
Net increase (decrease) in cash and cash equivalents	1,860,068	(431,148)
Cash and cash equivalents, including restricted cash, beginning of year, restated	<u>5,660,786</u>	<u>14,541,908</u>
Cash and cash equivalents, including restricted cash, end of year	<u><u>\$ 7,520,854</u></u>	<u><u>\$ 14,110,760</u></u>
Reconciliation of operating income to net cash provided by operating activities:		
Net operating income (loss)	\$ 529,274	\$ (1,443,209)
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation/amortization	835,720	923,001
Pension expense	(80,344)	(201,141)
Changes in operating assets and liabilities:		
(Increase) Decrease in receivables	196	235,279
(Increase) Decrease in inventory	-	(130,937)
(Increase) Decrease in prepaid expenses	-	-
Increase (Decrease) in accounts payable	46,417	220,013
Increase (Decrease) in accrued liabilities	(4,630)	(12,179)
Net cash provided by operating activities	<u><u>\$ 1,326,633</u></u>	<u><u>\$ (409,173)</u></u>
Supplemental Schedule of Non-cash Investing and Financing Activities:		
Borrowing under leases payable	\$ -	\$ -
Capital contributions	\$ 3,373,478	\$ 2,199,569

The accompanying notes are an integral part of the financial statements.

Golf Fund	Municipal Building Authority	Nonmajor Enterprise Funds	Totals 2022
\$ 2,867,084	\$ 460,533	\$ 975,895	\$ 23,728,079
-	-	-	218,816
(1,133,241)	(58,505)	(586,364)	(17,961,959)
(963,504)	-	-	(3,505,578)
770,339	402,028	389,531	2,479,358
-	314,025	-	314,025
(59,213)	(1)	-	(59,214)
(59,213)	314,024	-	254,811
(41,398)	(341,030)	-	(502,428)
(15,086)	(98,778)	-	(214,839)
(51,323)	-	(84,956)	(2,516,924)
-	-	22,421	3,023,555
(107,807)	(439,808)	(62,535)	(210,636)
4,471	6,479	5,140	128,036
607,790	282,723	332,136	2,651,569
1,205,536	163,619	1,240,083	22,811,932
\$ 1,813,326	\$ 446,342	\$ 1,572,219	\$ 25,463,501
\$ 723,117	\$ 231,981	\$ 153,845	\$ 195,008
106,116	170,716	271,902	2,307,455
(78,097)	-	-	(359,582)
1,256	(693)	(43,275)	192,763
(4,031)	-	-	(134,968)
8,016	-	-	8,016
(512)	24	7,059	273,001
14,474	-	-	(2,335)
\$ 770,339	\$ 402,028	\$ 389,531	\$ 2,479,358
\$ 490,738	\$ -	\$ -	\$ 490,738
\$ -	\$ -	\$ 1,239,219	\$ 6,812,266

CITY OF HURRICANE, UTAH
Statement of Net Position
Fiduciary Funds
June 30, 2022

	Dixie Springs SID No Commitment Debt Custodial Fund
Assets	
Current assets:	
Restricted cash and cash equivalents	\$ 643,186
Total Assets	643,186
Liabilities	
Current liabilities:	
Prepayments	190,198
Total liabilities	190,198
Net Position	
Restricted for:	
Property owners	452,988
Total Net Position	\$ 452,988

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2022

	<u>Dixie Springs SID No Commitment Debt Custodial Fund</u>
Additions	
Contributions	\$ -
Interest income	1,564
	<u>1,564</u>
Total additions	<u>1,564</u>
Deductions	
Administrative expenses	20,000
Capital outlay	-
	<u>-</u>
Total Deductions	<u>20,000</u>
Net Increase (decrease) in fiduciary net position	<u>(18,436)</u>
Net position - beginning	<u>471,424</u>
Net position - ending	<u><u>\$ 452,988</u></u>

The accompanying notes are an integral part of the financial statements.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies

Description of government-wide financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, when applicable, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

Reporting entity

The City of Hurricane, Utah (the City) is a municipal corporation governed by an elected mayor and five-member governing council (council). The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City. The City currently has no discretely presented component units and one blended component unit – the Redevelopment Agency. See note 14 for additional information regarding this Agency.

Basis of presentation – government-wide financial statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments to the Redevelopment Agency Fund by the Golf Fund and Pressurized Irrigation Fund for the lease of the golf course and irrigation pond. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Basis of presentation – fund financial statements

The fund financial statements provide information about the City's funds, including its fiduciary fund. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except for those required to be accounted for in another fund.

The **Special Revenue Fund** is used to account for the proceeds from the ¼% sales tax passed by the City voters to be used for transportation-related improvements.

The **Street Projects capital projects fund** is used to account for major street construction projects funded by impact fees and other related financing.

The **Parks Impact capital projects fund** is used to account for the fees received and the expenditures made from Park impact fees. Expenditures are made for capital improvements to existing parks and acquisition of new park property and facilities.

The City reports the following major proprietary funds:

The **Water Fund** is used to account for the provision of water services to the residents of the City.

The **Electric Utilities Fund** is used to account for the provision of electricity to the residents of the City.

The **Golf Course Fund** is used to account for the operation and maintenance of the City's golf course.

The **Municipal Building Authority Fund** is used to account for the construction, financing and operation of various assets that will be leased to other funds of the City. The assets include the city office, drainage pond, City fire stations and City swimming pool facilities.

Additionally, the City reports the following fund type:

The **Dixie Springs SID No Commitment Debt Custodial Fund** is used to account for funds collected from property owners in the Dixie Springs Special Improvement District for the payment of no-commitment special assessment bonds.

During the course of operations the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Measurement focus and basis of accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, including lease liabilities, as well as expenditures related to compensated absences, and claims and judgments are recorded only when payment is due. General capital asset acquisitions, including entering into contracts giving the City the right to use leased assets, are reported as expenditures in governmental funds. Issuance of long-term debt and financing through leases are reported as other financing sources.

Property taxes, room taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

The proprietary funds are reported using the *economic resources measurement focus* and the accrual basis of accounting. The Dixie Springs SID no commitment debt custodial fund has no measurement focus but utilizes the *accrual basis of accounting* for reporting its assets and liabilities.

Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance

Deposits and Investments

Cash includes cash on hand, demand deposits with banks and other financial institutions, deposits in other types of accounts or cash management pools that have the general characteristics of demand deposit accounts and short-term investments with original maturities of three months or less from the date of acquisition. The City's policy allows for the investment of funds in time certificates of deposit with federally insured depositories, investment in the state treasurer's pool, and other investments as allowed by the State of Utah's Money Management Act. All investments are carried at fair value with unrealized gains and losses recorded as adjustments to interest earnings. Fair market values are based on quoted market prices.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to" or "due from other funds." All trade accounts receivable in the enterprise funds are shown net of an allowance for uncollectibles. Due to the nature of the accounts receivable in governmental type activities, management does not consider an allowance for uncollectible accounts receivable necessary or material. Therefore, no allowance for uncollectible accounts receivable is presented.

Inventories and prepaid items

The costs of governmental fund-type inventories are recorded as expenditures when purchased rather than when consumed. Inventories of the business type activities are valued at the lower of FIFO cost or market. Market is considered as replacement cost.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

Capital Assets

Capital assets are tangible and intangible assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activity columns in the government-wide financial statements. For Governmental funds, capital assets are defined by the City as assets with an individual cost of more than \$5,000 and an estimated useful life in excess of three years. For proprietary funds the capital asset cost threshold is \$300. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed (except for intangible right-to-use lease assets, the measurement of which is discussed in Leases section below. Donated capital assets are recorded at estimated acquisition value at the date of

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant and equipment are depreciated/amortized using the straight-line method over the following estimated useful lives:

Building and improvements	40 years
Distribution system and improvements	20 to 50 years
Plant and equipment	5 to 10 years
Infrastructure	20 years
Intangibles: Right to use leased assets	6 years

Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/ expenditure) until then. The government only has one item that qualifies for reporting in this category. It is pension related items reported on the government-wide and proprietary fund statement of net position. See footnote 9 for more information.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three types of items, which qualify for reporting in this category. Accordingly, the first item, *unavailable revenue*, is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes levied for a future year and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The governmental activities statement of net position reports deferred inflows of resources from property taxes levied for a future year. The second item is deferred amounts related to leases reported in the fund and government-wide financial statements. The third item is pension related items reported on the government-wide and proprietary fund statement of net position. See footnote 9 for more information.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

Net position flow assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund balance policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City’s highest level of decision-making authority. The governing council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Manager is authorized to assign amounts to a specific purpose in accordance with the City’s budget policy. The City Manager and council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year’s appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

Minimum Fund Balance

Utah Code 10-6-116(4) indicates that only the “fund balance in excess of 5% of total revenues of the general fund may be utilized for budget purposes.” The remaining 5% must be maintained as a minimum fund balance.

Revenues and expenditures/expenses

Program revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Taxes

Property taxes are collected by the Washington County Treasurer and remitted to the City in three installments: July, December, and March. Taxes are levied and are due and payable on November 1 and delinquent after November 30 of each year at which time they become liens if not paid. An accrual of uncollected current and prior year’s property taxes has not been made, as the amounts are not material in relationship to the financial statements taken as a whole.

Sales taxes are collected by the Utah State Tax Commission and remitted to the City monthly.

Compensated Absences

For governmental funds, amounts of vested or accumulated vacation and comp time that are not expected to be liquidated with expendable available financial resources are reported as liabilities in the government-wide statement of net position and as expenses in the government-wide statement of activities. No expenditures are reported for these amounts in the fund financial statements. Vested or accumulated vacation and comp time in the proprietary funds are recorded as an expense and a liability of that fund as the benefits accrue to the employees and are thus recorded in both the government-wide financial statements and the individual fund financial statements.

Accumulated unpaid vacation pay and comp time are accrued based upon the City's expected legal obligation as of the statement date. No provision is made for accumulated sick leave because the City is not obligated to pay accumulated sick leave upon termination or retirement.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

Leases

Lessee: the City recognizes lease liabilities with an initial, individual value of \$5,000 or more. At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with longterm debt on the statement of net position.

Lessor: The City is a lessor for a noncancellable lease of a building. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 1. Summary of Significant Accounting Policies, Continued

Proprietary funds operating and nonoperating revenues and expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

New Pronouncements

For the year ended June 30, 2022, the City implemented the provisions of GASB Statement No. 87, *Leases*. GASB Statement No. 87 improves accounting and financial reporting for leases by governments. This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The Statement also establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset.

NOTE 2. Reconciliation of Government-Wide and Fund Financial Statements

The governmental fund balance sheet includes a reconciliation between total governmental fund balances and net position of governmental activities as reported in the government-wide statement of net position. This difference primarily results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheets. The details of these differences are reported in the reconciliation on page 27.

The governmental fund statement of revenues, expenditures, and changes in fund balance includes a reconciliation between net changes in fund balances-total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. These differences are the result of converting from the current resources measurement focus and modified accrual basis for governmental fund statements to the economic resources measurement focus and full accrual basis used for government-wide statements. The details of these differences are reported in the reconciliation on page 29.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 3. Stewardship, Compliance, and Accountability

Budgets and Budgetary Accounting

The City Council observes the following procedures in establishing the budgetary data reflected in the financial statements:

- (1) Prior to the first meeting in May, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them. Budgets are required for the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects funds, and the Enterprise Funds.
- (2) Public hearings are conducted to obtain taxpayer comments.
- (3) Prior to June 22, the budget is legally enacted through passage of an ordinance.
- (4) The City Manager is authorized to transfer budgeted amounts within departments; however, to transfer budgeted amounts between departments requires City Council approval. Any revisions that alter the total expenditures of any fund must be approved through public hearing by the City Council and can be made at any time during the fiscal year.

Budgets for the General Fund, Special Revenue Fund, Debt Service Fund and Capital Projects Funds are prepared on the modified accrual method of accounting. Budgets for the Enterprise Funds are prepared on the accrual basis of accounting. Control is maintained at the function level. (i.e. Public Safety, Highways and Public Improvements, etc.) All appropriations lapse at year-end. Utah State law requires budgets to be prepared and reported on for the General Fund and major Special Revenue Funds. The budget was amended during the current fiscal year.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 4. Deposits and Investments

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment of public funds.

The City follows the requirements of the Utah Money Management Act (*Utah code*, Section 51, chapter 7) in handling its depository and investment transactions. The Act requires the depositing of City funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

Deposits

Custodial Credit Risk

For deposits, this is the risk that in the event of a bank failure, the City's deposit may not be returned to it. The City does not have a formal policy for custodial credit risk. As of June 30, 2022, \$1,383,270 of the City's bank balance of \$1,633,270 was exposed to custodial credit risk because it was uninsured and uncollateralized.

Investments

The Money Management Act defines the types of securities authorized as appropriate investment for the City and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

The Act authorizes investments in negotiable or nonnegotiable deposits of qualified depositories and permitted depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Act; the Utah Public Treasurer's Investment Fund; and reciprocal deposits subject to rules of the State Money Management Council.

The Utah State Treasurer's Office operates the Public Treasurer's Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 4. Deposits and Investments, Continued

The PTIF is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act, Section 51-7, *Utah Code Annotated, 1953*, as amended. The Act established the Money Management Council, which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gain or losses on investments.

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses – net of administration fees, of the PTIF are allocated based upon the participant’s average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

As of June 30, 2022, the City had the following investments, ratings, and maturities:

Investment Type	Fair Value	Credit Rating (1)	Weighted Average Maturity (2)
State of Utah Public Treasurer's			
Investment Fund	\$ 60,620,609	N/A	64.2
Total Fair Value	<u>\$ 60,620,609</u>		

(1) Ratings are provided where applicable to indicate associated Credit Risk. N/A indicates not applicable.

(2) Interest Rate Risk is estimated using the weighted average days to maturity.

Interest rate risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City’s policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the State’s Money Management Act. Section 51-7-11 of the Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested.

Credit risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City’s policy for reducing its exposure to credit risk is to comply with the State’s Money Management Act.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 4. Deposits and Investments, Continued

Fair value measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of June 30, 2022:

- PTIF of \$60,620,609 are valued using amortized cost (Level 2 inputs).

Restricted assets at June 30, 2022 consisted of the following:

	Governmental Activities	Business-type Activities
Restricted cash		
Flag and scholarship trust	\$ 21,038	\$ -
Cemetery perpetual care	445,977	-
General fund customer deposits	4,894,678	-
Water fund customer deposits	-	93,150
Electric fund customer deposits	-	881,700
Unspent debt proceeds	-	282,572
Debt reserves requirements	-	385,668
Total	<u>\$ 5,361,693</u>	<u>\$ 1,643,091</u>

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 5. Capital Assets

Capital asset activity for the year ended June 30, 2022 was as follows:

Governmental Activities:

	Balance 6/30/2021	Additions	Deletions	Balance 6/30/2022
Capital assets, not being depreciated:				
Land	\$ 5,985,152	\$ 2,894,149	\$ -	\$ 8,879,301
Construction in progress	5,037,560	4,731,550	-	9,769,110
Total capital assets, not being depreciated:	11,022,712	7,625,699	-	18,648,411
Capital assets, being depreciated:				
Improvements	14,460,008	-	-	14,460,008
Plant and equipment	7,430,486	427,496	1,749	7,856,233
Buildings	1,894,029	-	-	1,894,029
Infrastructure	56,099,014	-	-	56,099,014
Total capital assets, being depreciated:	79,883,537	427,496	1,749	80,309,284
Less accumulated depreciation for:				
Improvements	(5,534,301)	(464,537)	-	(5,998,838)
Plant and equipment	(4,655,830)	(733,922)	(1,749)	(5,388,003)
Buildings	(594,624)	(50,857)	-	(645,481)
Infrastructure	(23,406,766)	(1,587,952)	-	(24,994,718)
Total accumulated depreciation	(34,191,521)	(2,837,268)	(1,749)	(37,027,040)
Total capital assets, being depreciated, net	45,692,016	(2,409,772)	-	43,282,244
Governmental activities capital assets, net	<u>\$ 56,714,728</u>	<u>\$ 5,215,927</u>	<u>\$ -</u>	<u>\$ 61,930,655</u>

Depreciation expense was charged to the functions/programs of the City as follows:

Governmental Activities:

General government	\$ 115,778
Public safety	425,275
Highways	1,761,993
Parks and recreation	534,222
Total depreciation expense - governmental activities	<u>\$ 2,837,268</u>

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 5. Capital Assets, Continued

Business Type Activities:

	Balance 6/30/2021	Additions	Deletions	Balance 6/30/2022
Capital assets not being depreciated:				
Water stock	\$ 1,960,541	\$ -	\$ -	\$ 1,960,541
Land and water rights	2,459,057	175,000	-	2,634,057
Construction in progress	655,210	270,241	-	925,451
Total capital assets, not being depreciated	5,074,808	445,241	-	5,520,049
Capital assets being depreciated:				
Improvements	2,046,244	-	-	2,046,244
Plant and equipment	19,237,708	2,029,284	-	21,266,992
Right to use leased equipment	** 252,480	490,738	252,480	490,738
Irrigation pond	13,029	-	-	13,029
Water tank	6,954,054	-	-	6,954,054
Intangible plant	36,780	-	-	36,780
Buildings	9,537,897	-	-	9,537,897
Distribution system	52,065,920	6,803,342	84,368	58,784,894
Total capital assets, being depreciated	90,144,112	9,323,364	336,848	99,130,628
Less accumulated depreciation for:				
Improvements	(1,309,980)	(25,352)	-	(1,335,332)
Plant and equipment	(11,924,341)	(771,343)	-	(12,695,684)
Right to use leased equipment	** (201,158)	(78,586)	(252,480)	(27,264)
Irrigation pond	(5,473)	(261)	-	(5,734)
Water tank	(550,487)	(139,081)	-	(689,568)
Intangible plant	(36,780)	-	-	(36,780)
Buildings	(2,743,194)	(240,769)	-	(2,983,963)
Distribution system	(13,447,414)	(1,052,062)	(84,368)	(14,415,108)
Total accumulated depreciation	(30,218,827)	(2,307,454)	(336,848)	(32,189,433)
Total capital assets, being depreciated, net	59,925,285	7,015,910	-	66,941,195
Business-type activities capital assets, net	\$ 65,000,093	\$ 7,461,151	\$ -	\$ 72,461,244

** Beginning balances have been restated for implementation of GASB 87.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 6. Long-Term Liabilities

The following is a summary of changes in long-term liabilities for the year ended June 30, 2022.

Long-Term Debt	Date of Issue	Interest Rate	Original Amount of Issue	June 30, 2021	Additions	Retirements	June 30, 2022	Current Portion
Governmental Activities								
Direct Placement Bonds Payable:								
Sales Tax Revenue Bonds, Series 2015	7/6/2015	2.36%	\$ 1,100,000	\$ 471,000	\$ -	\$ (114,000)	\$ 357,000	\$ 116,000
Total direct placement bonds payable				471,000	-	(114,000)	357,000	116,000
Total Bonds Payable				471,000	-	(114,000)	357,000	116,000
Notes payable:								
Note payable for Airport Hangar *	12/10/2009	6.47-7.20%	131,000	74,461	-	(7,637)	66,824	7,867
Note Payable for Parks Department Office Building *	4/27/2017	3.27%	353,000	225,970	-	(34,594)	191,376	35,735
Total notes payable				300,431	-	(42,231)	258,200	43,602
Other Liabilities								
Compensated absences				187,886	56,303	-	244,189	10,000
Net pension liability				634,684	-	(634,684)	-	-
Total governmental long-term liabilities				\$ 1,594,001	\$ 56,303	\$ (790,915)	\$ 859,389	\$ 169,602

* With the implementation of GASB 87, amounts previously reported as capital leases are no longer considered leases and are now reported as notes payable.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 6. Long-Term Liabilities, Continued

Long-Term Debt	Date of Issue	Interest Rate	Original Amount of Issue	June 30, 2021	Additions	Retirements	June 30, 2022	Current Portion
Business-Type Activities								
Public Offerings Bonds:								
Water Revenue Bonds, Series 2017	4/4/2017	2.5-4%	\$ 3,015,000	\$ 2,555,000	\$ -	\$ (120,000)	\$ 2,435,000	\$ 125,000
Total public offering bonds payable				<u>2,555,000</u>	<u>-</u>	<u>(120,000)</u>	<u>2,435,000</u>	<u>125,000</u>
Direct Placement Bonds Payable:								
MBA Lease Revenue Refunding Bonds, Series 2013 A&B	4/5/2013	2.75-3.72%	3,358,000	1,550,000	-	(143,000)	1,407,000	185,000
MBA Lease Revenue Bonds, Series 2010	2/11/2010	3.29%	2,465,000	1,386,000	-	(119,000)	1,267,000	123,000
MBA Lease Revenue Bonds, Series 2019	3/27/2019	2.79%	850,000	697,548	-	(79,031)	618,517	81,235
Total direct placement bonds payable				<u>3,633,548</u>	<u>-</u>	<u>(341,031)</u>	<u>3,292,517</u>	<u>389,235</u>
Deferred Amounts:								
Issuance Premiums				150,841	-	(9,428)	141,413	-
Issuance Discounts				<u>(13,340)</u>	<u>-</u>	<u>2,285</u>	<u>(11,055)</u>	<u>-</u>
Total deferred amounts				<u>137,501</u>	<u>-</u>	<u>(7,143)</u>	<u>130,358</u>	<u>-</u>
Total bonds payable				<u>6,326,049</u>	<u>-</u>	<u>(468,174)</u>	<u>5,857,875</u>	<u>514,235</u>
Lease Payable								
Lease Payable for Golf Carts			**	51,322	490,738	(92,720)	449,340	54,921
Total leases payable				<u>51,322</u>	<u>490,738</u>	<u>(92,720)</u>	<u>449,340</u>	<u>54,921</u>
Other Liabilities								
Net pension liability				<u>213,370</u>	<u>-</u>	<u>(213,370)</u>	<u>-</u>	<u>-</u>
Total business-type long-term liabilities				<u>\$ 6,590,741</u>	<u>\$ 490,738</u>	<u>\$ (774,264)</u>	<u>\$ 6,307,215</u>	<u>\$ 569,156</u>

** Beginning balance has been restated for implementation of GASB 87.

There are a number of limitations and restrictions contained in the various bond indentures. The City is in compliance with all significant limitations.

For governmental activities, compensated absences and net pension liabilities are generally liquidated through the General Fund.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 6. Long-Term Liabilities, Continued

The City's outstanding bonds from direct placements related to governmental activities are \$357,000. The sales tax revenue and excise tax revenue bonds are secured by excise tax and sales tax revenues, respectively. The Bond contain a provision that in an event of default (i.e. failure to pay principal or interest payments when due or failure to remedy after notice given of failure to perform or observe covenants, agreements, or conditions contained in the indenture or bond), principal of all outstanding bond and the interest accrued thereon become immediately due and payable.

The City's outstanding bonds from direct placements related to business activities are \$3,292,517. The electric revenue bonds are secured by electric fund revenues. The direct placement MBA Bonds contains provisions in the event of default the bonds will bear interest at the default rate of 18% per annum until the event of default is cured.

The City's outstanding direct borrowing note's payables related to the governmental activities for the parks department office building and hanger are secured with the collateral of the office building and hanger. The agreement contains a provision that in the event of default the bank may take ownership of the property and the City is liable for all remaining payments under the agreement and is responsible for reasonable attorney and other fees.

The City has no unused lines of credit at June 30, 2022.

The following is a summary of bond transactions of the City for the year ended June 30, 2022:

Bonds Payable at July 1, 2021	\$ 6,659,548
New Bonds Issued	-
Bonds Retired	<u>(575,031)</u>
Bonds Payable at June 30, 2022	<u><u>\$ 6,084,517</u></u>

Annual Requirements to Amortize Long-Term Debt - June 30, 2022

Fiscal Year Ended 30-Jun	Direct Placement Sales Tax Revenue Bonds Series 2015	
	Principal	Interest
	<u> </u>	<u> </u>
2023	\$ 116,000	\$ 8,425
2024	119,000	5,688
2025	<u>122,000</u>	<u>2,879</u>
Total	<u><u>\$ 357,000</u></u>	<u><u>\$ 16,992</u></u>

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 6. Long-Term Liabilities, Continued

Fiscal Year Ended 30-Jun	Direct Placement Municipal Building Authority Bonds Series 2010		Direct Placement Municipal Building Authority Bonds Series 2013	
	Principal	Interest	Principal	Interest
2023	\$ 123,000	\$ 39,661	\$ 185,000	\$ 36,149
2024	127,000	35,548	189,000	31,006
2025	131,000	31,304	195,000	25,726
2026	136,000	26,912	200,000	20,295
2027	140,000	22,372	207,000	14,699
2028	145,000	17,684	212,000	8,938
2029	150,000	12,831	219,000	3,011
2030	155,000	7,814	-	-
2031	160,000	2,632	-	-
Total	<u>\$ 1,267,000</u>	<u>\$ 196,758</u>	<u>\$ 1,407,000</u>	<u>\$ 139,824</u>

Fiscal Year Ended 30-Jun	Direct Placement Municipal Building Authority Bonds Series 2019		Public Offering Water Revenue Bonds Series 2017	
	Principal	Interest	Principal	Interest
2023	\$ 81,235	\$ 17,257	\$ 125,000	\$ 96,775
2024	83,502	14,990	125,000	92,400
2025	85,831	12,660	130,000	87,400
2026	88,226	10,266	135,000	82,200
2027	90,687	7,804	140,000	76,800
2028	93,218	5,274	150,000	71,200
2029	95,818	2,673	155,000	65,200
2030	-	-	160,000	59,000
2031	-	-	165,000	52,600
2032	-	-	175,000	46,000
2033	-	-	180,000	39,000
2034	-	-	185,000	31,800
2035	-	-	195,000	24,400
2036	-	-	205,000	16,600
2037	-	-	210,000	8,400
Total	<u>\$ 618,517</u>	<u>\$ 70,924</u>	<u>\$ 2,435,000</u>	<u>\$ 849,775</u>

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 6. Long-Term Liabilities, Continued

Fiscal Year Ended 30-Jun	Note Payable - Direct Borrowing Airport Hangar		Note Payable - Direct Borrowing Parks Department Office Building	
	Principal	Interest	Principal	Interest
2023	\$ 7,867	\$ 4,223	\$ 35,735	\$ 5,951
2024	8,384	3,705	36,913	4,773
2025	8,935	3,154	38,130	3,556
2026	9,522	2,567	39,387	2,299
2027	10,148	1,941	41,211	475
2028	10,816	1,273	-	-
2029	11,152	936	-	-
	<u>\$ 66,824</u>	<u>\$ 17,799</u>	<u>\$ 191,376</u>	<u>\$ 17,054</u>

NOTE 7. Leases

Lease Receivable

The City leases office space to a third party. The lease is for 61 months and the City will receive monthly payments of \$1,687. The City recognized \$19,032 in lease revenue and \$1,905 in interest revenue during the current fiscal year related to this lease. As of June 30, 2022, the City's receivable for lease payments was \$66,241. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$65,548.

Lease Payable

During the current fiscal year, the City entered into a six-year lease agreement as lessee for the acquisition and use of golf carts. An initial lease liability was recorded in the amount of \$490,738 during the current fiscal year. As of June 30, 2022, the value of the lease liability was \$449,340. The City is required to make monthly principal and interest payments of \$7,285. The lease has an estimated incremental borrowing interest rate of 6%.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 7. Leases, Continued

The future principal and interest lease payments as of June 30, 2022, were as follows:

Fiscal Year Ended 30-Jun	Lease Payable Golf Carts	
	Principal	Interest
2023	\$ 54,921	\$ 25,999
2024	75,492	21,612
2025	80,149	16,955
2026	85,092	12,012
2027	90,342	6,762
2028	63,344	1,075
Total	<u>\$ 449,340</u>	<u>\$ 84,415</u>

NOTE 8. Interfund Transactions and Balances

Individual fund receivable and payable balances at June 30, 2022 were:

Due to:	Due from:			
	Municipal Building Authority	Golf Fund	Nonmajor Governmental Funds	Total
General Fund	55,732	\$ -	\$ 2,675	\$ 58,407
Redevelopment Agency Fund	-	5,732	-	5,732
Total	<u>\$ 55,732</u>	<u>\$ 5,732</u>	<u>\$ 2,675</u>	<u>\$ 64,139</u>

Interfund balances are the result of equipment the golf fund is leasing from the Redevelopment Agency Fund. Payoff is scheduled to be \$40,131 per year, including interest, through 2023. Remaining interfund balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 8. Interfund Transactions and Balances, Continued

Interfund transfers for the year ended June 30, 2022, consisted of the following:

	<u>Transfer In:</u>	<u>Transfer Out:</u>
General Fund	\$ -	\$ 3,702,344
SRF - Highway	864,850	-
Street Shop Capital Project	1,156,075	-
Building Remodel Capital Project Fund	1,156,075	-
Equipment Capital Project Fund	211,319	-
Municipal Building Authority Fund	314,025	-
	<u>\$ 3,702,344</u>	<u>\$ 3,702,344</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 9. Pension Plans

General Information about the Pension Plan

Plan description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. Utah Retirement Systems are comprised of the following pension trust funds:

Defined Benefit Plans

- Public Employees Noncontributory Retirement System (Noncontributory System) is a multiple employer, cost-sharing, public employee retirement systems;
- Public Safety Retirement System (Public Safety System) is a cost-sharing, multiple-employer cost sharing public employee retirement system;
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System); is a multiple employer, cost-sharing, public employee retirement systems;
- Tier 2 Public Safety and Firefighter Contributory Retirement System (Tier 2 Public Safety and Firefighters Systems) is a multiple employer, cost-sharing, public employee retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org.

Benefits provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

Summary of Benefits by System

System	Final average salary	Years of service required and/or age eligible for benefit	Benefit percentage per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Public Safety System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.5% per year up to 20 years; 2.0% per year over 20 years	Up to 2.5% to 4% depending on the employer
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%
Tier 2 Public Safety and Firefighter System	Highest 5 years	25 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year to June 2020 2.00% per year July 2020 to present	Up to 2.5%

* Actuarial reductions are applied

** All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Contribution Rate Summary

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of June 30, 2022 are as follows:

	<u>Employee</u>	<u>Employer</u>	<u>Employer 401(k)</u>
Contributory System			
111 – Local Government Division Tier 2	N/A	16.07 %	0.62 %
Noncontributory System			
15 – Local Government Division Tier 1	N/A	18.47 %	N/A
Public Safety Retirement System			
Noncontributory			
43 – Other Division A with 2.5% COLA	N/A	34.04 %	N/A
Contributory			
122 – Tier 2 DB Hybrid Public Safety	2.27%	25.83 %	N/A
Firefighters System			
31 – Other Division A	15.05%	4.61 %	N/A
132 – Tier 2 DB Hybrid Firefighters	2.27%	14.08 %	N/A
Tier 2 DC Only			
221 – Local Government	N/A	6.69 %	10.00%
222 – Public Safety	N/A	11.83 %	14.00 %
223 – Firefighters	N/A	0.08 %	14.00 %

Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

For fiscal year ended June 30, 2022, the employer and employee contributions to the Systems were as follows:

<u>System</u>	<u>Employer Contributions</u>	<u>Employee Contributions</u>
Noncontributory System	\$ 471,204	N/A
Public Safety System	383,495	-
Tier 2 Public Employees System	337,558	-
Tier 2 Public Safety and Firefighter	104,143	-
Tier 2 DC Only System	9,034	N/A
Tier 2 DC Public Safety and Firefighter System	27,321	N/A
<u>Total Contributions</u>	<u>\$ 1,332,755</u>	<u>\$ -</u>

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2022, the City reported a net pension asset of \$2,534,977 and a net pension liability of \$0.

	<u>(Measurement Date): December 31, 2021</u>			Proportionate Share	
	Net Pension Asset	Net Pension Liability	Proportionate Share	December 31, 2019	Change (Decrease)
Noncontributory System	\$ 1,866,785	\$ -	0.3259560%	0.3542227%	-0.0282667%
Public Safety System	620,616	-	0.7641714%	0.7678608%	-0.0036894%
Tier 2 Public Employees System	39,574	-	0.0935040%	0.0921959%	0.0013081%
Tier 2 Public Safety and Firefighter	8,002	-	0.1583313%	0.1737854%	-0.0154541%
	<u>\$2,534,977</u>	<u>\$ -</u>			

The net pension asset and liability was measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2020 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the Systems during the plan year.

For the year ended June 30, 2022 the City recognized pension expense of \$(109,077).

At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 274,430	\$ 6,414
Changes in assumptions	329,892	20,301
Net difference between projected and actual earnings on pension plan investments	-	4,313,120
Changes in proportion and differences between contributions and proportionate share of contributions	30,807	78,196
Contributions subsequent to the measurement date	<u>686,404</u>	<u>-</u>
Total	<u>\$ 1,321,533</u>	<u>\$ 4,418,031</u>

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

\$686,404 reported as deferred outflows of resources related to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021. These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflows (Inflows) of Resources
2022	\$ (756,205)
2023	(1,323,117)
2024	(1,047,559)
2025	(709,077)
2026	8,709
Thereafter	44,277

Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2022, we recognized pension expense of \$(310,286).

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 195,526	\$ -
Changes in assumptions	175,205	12,050
Net difference between projected and actual earnings on pension plan investments	-	2,513,375
Changes in proportion and differences between contributions and proportionate share of contributions	2,494	71,078
Contributions subsequent to the measurement date	230,198	-
Total	<u>\$ 603,423</u>	<u>\$ 2,596,503</u>

\$230,198 reported as deferred outflows of resources related pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021. These contributions will be recognized as a reduction of the net pensions liability in the upcoming fiscal year.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflows (Inflows) of Resources
2022	\$ (445,279)
2023	(748,978)
2024	(611,415)
2025	(417,605)
2026	-
Thereafter	-

Public Safety System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2022, we recognized pension expense of \$19,508.

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 52,821	\$ -
Changes in assumptions	108,807	6,455
Net difference between projected and actual earnings on pension plan investments	-	1,677,502
Changes in proportion and differences between contributions and proportionate share of contributions	1,586	3,676
Contributions subsequent to the measurement date	195,798	-
Total	<u>\$ 359,012</u>	<u>\$ 1,687,633</u>

\$195,798 reported as deferred outflows of resources related pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021. These contributions will be recognized as a reduction of the net pensions liability in the upcoming fiscal year.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Other amounts reported as deferred outflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflows (Inflows) of Resources
2022	\$ (288,195)
2023	(544,097)
2024	(414,011)
2025	(278,115)
2026	-
Thereafter	-

Firefighters System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2022, we recognized pension expense of \$2,101.

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ -
Changes in assumptions	-	-
Net difference between projected and actual earnings on pension plan investments	-	-
Changes in proportion and differences between contributions and proportionate share of contributions	1,031	-
Contributions subsequent to the measurement date	-	-
Total	<u>\$ 1,031</u>	<u>\$ -</u>

\$0 reported as deferred outflows of resources related pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021. These contributions will be recognized as a reduction of the net pensions liability in the upcoming fiscal year.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Other amounts reported as deferred outflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflows (Inflows) of Resources
2022	\$ 1,031
2023	-
2024	-
2025	-
2026	-
Thereafter	-

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2022, we recognized pension expense of \$137,632.

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 19,226	\$ 5,099
Changes in assumptions	36,900	374
Net difference between projected and actual earnings on pension plan investments	-	97,783
Changes in proportion and differences between contributions and proportionate share of contributions	24,262	-
Contributions subsequent to the measurement date	188,350	-
Total	<u>\$ 268,738</u>	<u>\$ 103,256</u>

\$188,350 reported as deferred outflows of resources related pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021. These contributions will be recognized as a reduction of the net pensions liability in the upcoming fiscal year.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Other amounts reported as deferred outflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflows (Inflows) of Resources
2022	\$ (18,159)
2023	(23,340)
2024	(16,873)
2025	(9,624)
2026	7,901
Thereafter	37,229

Tier 2 Public Safety and Firefighter Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2022, we recognized pension expense of \$41,969.

At June 30, 2022, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 6,857	\$ 1,315
Changes in assumptions	8,980	1,422
Net difference between projected and actual earnings on pension plan investments	-	24,460
Changes in proportion and differences between contributions and proportionate share of contributions	1,433	3,443
Contributions subsequent to the measurement date	72,058	-
Total	<u>\$ 89,328</u>	<u>\$ 30,640</u>

\$72,058 reported as deferred outflows of resources related pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2021. These contributions will be recognized as a reduction of the net pensions liability in the upcoming fiscal year.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Other amounts reported as deferred outflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflows (Inflows) of Resources
2022	\$ (5,602)
2023	(6,701)
2024	(5,260)
2025	(3,663)
2026	808
Thereafter	7,048

Actuarial assumptions

The total pension liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 Percent
Salary increases	3.25- 9.75 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

Mortality rates were adopted from an actuarial experience study dated January 1, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2021, valuation were based on the results of an actuarial experience study for the five year period ending December 31, 2019.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

Asset Class	Target Asset Allocation	Expected Return Arithmetic Basis	
		Real Return Arithmetic Basis	Long-Term Expected Portfolio Real Rate of Return
Equity securities	37%	6.58%	2.43%
Debt securities	20%	(0.28)%	(0.06)%
Real assets	15%	5.77%	0.87%
Private equity	12%	9.85%	1.18%
Absolute return	16%	2.91%	0.47%
Cash and cash equivalents	0%	(1.01)%	0.00%
Totals	100%		4.89%
	Inflation		2.50%
	Expected arithmetic nominal return		7.39%

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current, active, and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate was reduced from 6.95% to 6.85% from the prior measurement date.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-percentage-point higher (7.85 percent) than the current rate:

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 9. Pension Plans, Continued

System	1% Decrease (5.85%)	Discount Rate (6.85%)	1% Increase (7.85%)
Noncontributory System	\$ 1,003,827	\$ (1,866,785)	\$ (4,261,751)
Public Safety System	1,530,643	(620,616)	(2,367,588)
Tier 2 Public Employees System	235,793	(39,574)	(250,999)
Tier 2 Public Safety and Firefighter	64,200	(8,002)	(65,321)
Total	\$ 2,834,463	\$ (2,534,977)	\$ (6,945,659)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

Hurricane City participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- * 401(k) Plan
- * 457(b) Plan
- * Roth IRA Plan

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended June 30, 2021 were as follows:

401(k) Plan	2022	2021	2020
Employer Contributions	\$ 133,603	\$ 142,336	\$ 139,066
Employee Contributions	\$ 61,979	\$ 75,893	\$ 69,083
457 Plan			
Employer Contributions	\$ 75,533	\$ 76,635	\$ 71,437
Employee Contributions	\$ 49,253	\$ 55,896	\$ 50,774
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	\$ 29,335	\$ 20,710	\$ 18,710

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 10. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Risk financing activities are accounted for in various operating funds, with unallocated or City-wide activities being accounted for in the general fund.

The City maintains insurance for general liability, auto liability, and employee dishonesty through Utah Local Government's Insurance Trust. Worker's compensation coverage is carried through the State Worker's Compensation Fund.

NOTE 11. Individual Fund Disclosures

Segment Information

For information on the enterprise funds, see the proprietary funds' financial statements in the fund financial statements and the combining financial statements in the supplementary section.

NOTE 12. Sewer and Garbage Contracts

Sewer and garbage disposal services are provided to the residents of the City by the Ash Creek Special Service District and the Washington County Solid Waste Special Service District, respectively. The City bills for these services as part of its utility billings. Revenues collected less administrative fees paid to the City are remitted to the Districts each month. Amounts due to these entities, if any, are included with accounts payable in the Electric Fund balance sheet.

NOTE 13. Tax Abatements

Under City Council approval, the City entered into tax abatement agreements with local businesses for the purpose of attracting businesses within their jurisdiction.

The City currently has an agreement with one business to reimburse the portion of assessed property taxes on the appreciation of their building since the business moved into the building. For the fiscal year ended June 30, 2022, the City abated property taxes totaling \$339,033.

CITY OF HURRICANE, UTAH
Notes to the Financial Statements
June 30, 2022

NOTE 14. Redevelopment Agency

The redevelopment agency was set up by the City and is reported in these financial statements as a blended component unit. The Redevelopment Agency has three project areas. Areas #1 and #2 were used to develop Sky Mountain Golf Course and clean up the Industrial Park. Area #3 was used to develop the Gateway Industrial Park. Bonds were originally issued for project Areas # 1 & 2, and another bond for Area #3. Those bonds have since been paid off and no debt exists on any of the project areas. The Agency is governed by a separate board appointed by the City Council. At this time, the Council has elected to appoint themselves as the governing board. Under project Areas # 1 & 2 a golf course was constructed and then leased back to the city for operation. This is leased to the City on a year to year basis and at the end of the Agency's life will revert to City ownership. The land, golf course improvements, and buildings are included as government capital assets in the statement of net position. The Agency is accounted for under the modified accrual basis of accounting, the same as the general fund.

The following is the information concerning the taxes collected, bonds outstanding and costs expended for the fiscal year ended June 30, 2022.

	<u>Area #1</u>	<u>Area #2</u>	<u>Area #3</u>
Tax increment collected	\$ -	\$ -	\$ 301,920
Tax increment paid to taxing entities	None	None	None
Outstanding bonds	None	None	None
Outstanding loans	None	None	None
Funds expended:			
Acquisition of property	None	None	None
Site improvements	None	None	None
Public utilities	None	None	None
Administrative costs	\$ 6,250	\$ 6,250	\$ 4,611
Economic and business promotion	\$ -	\$ -	\$ 359,033
Capital Outlay	\$ -	\$ -	\$ -

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF HURRICANE, UTAH
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual
For the Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 9,690,180	\$ 10,959,930	\$ 11,053,260	\$ 93,330
Licenses, permits and fees	1,069,045	1,399,045	1,378,740	(20,305)
Intergovernmental revenue	1,376,446	1,476,446	1,478,208	1,762
Charges for services	2,487,025	2,509,235	1,331,343	(1,177,892)
Fines and forfeitures	525,600	525,600	506,669	(18,931)
Contributions and donations	64,921	64,921	28,589	(36,332)
Investment earnings	44,100	44,100	51,858	7,758
Other revenues	141,973	141,973	121,627	(20,346)
Total revenues	15,399,290	17,121,250	15,950,294	(1,170,956)
Expenditures				
Current:				
General government	3,002,488	3,002,488	1,848,855	1,153,633
Public safety	5,879,884	5,879,884	5,551,111	328,773
Highways/ public works	1,713,128	1,713,128	1,284,519	428,609
Parks and recreation	3,400,454	3,400,454	2,778,120	622,334
Total expenditures	13,995,954	13,995,954	11,462,605	2,533,349
Excess (deficiency) of revenues over (under) expenditures	1,403,336	3,125,296	4,487,689	1,362,393
Other Financing Sources (Uses)				
Sale of capital assets	-	-	-	-
Operating transfers out	(3,061,646)	(3,061,646)	(3,702,344)	(640,698)
Total other financing sources and uses	(3,061,646)	(3,061,646)	(3,702,344)	(640,698)
Net change in fund balances	(1,658,310)	63,650	785,345	721,695
Fund balances, beginning of year	3,721,975	3,721,975	3,721,975	-
Fund balances, end of year	\$ 2,063,665	\$ 3,785,625	\$ 4,507,320	\$ 721,695

CITY OF HURRICANE, UTAH
Special Revenue Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual
For the Year Ended June 30, 2022

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes	\$ 1,600,000	\$ 2,009,799	\$ 2,252,125	\$ 242,326
Intergovernmental revenue	543,000	543,000	543,000	-
Investment earnings	22,169	22,169	25,948	3,779
Other revenues	8,539	8,539	8,539	-
Total revenues	2,173,708	2,583,507	2,829,612	246,105
Expenditures				
Current:				
Highways/ public works	38,630	38,630	41,130	(2,500)
Capital outlay:				
Street construction	3,895,029	3,895,029	2,371,914	1,523,115
Total expenditures	3,933,659	3,933,659	2,413,044	1,520,615
Excess (deficiency) of revenues over (under) expenditures	(1,759,951)	(1,350,152)	416,568	1,766,720
Other Financing Sources (Uses)				
Operating transfers in	300,000	300,000	864,850	564,850
Total other financing sources and uses	300,000	300,000	864,850	564,850
Net change in fund balances	(1,459,951)	(1,050,152)	1,281,418	2,331,570
Fund balances, beginning of year	4,708,613	4,708,613	4,708,613	-
Fund balances, end of year	\$ 3,248,662	\$ 3,658,461	\$ 5,990,031	\$ 2,331,570

CITY OF HURRICANE, UTAH
Schedule of the Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years

As of fiscal year ended June 30,	Proportion of the net pension liability (asset)	Proportionate share of the net pension liability (asset)	Covered payroll	Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
Noncontributory System					
2015	0.3252373%	\$ 1,412,257	\$ 2,864,737	49.30%	90.2%
2016	0.3327473%	\$ 1,882,846	\$ 2,911,659	64.67%	87.8%
2017	0.3485371%	\$ 2,238,035	\$ 3,090,797	72.41%	87.3%
2018	0.3429286%	\$ 1,502,473	\$ 2,998,633	50.11%	91.9%
2019	0.3535448%	\$ 2,603,406	\$ 3,086,454	84.35%	87.0%
2020	0.3518531%	\$ 1,326,088	\$ 3,060,405	43.33%	93.7%
2021	0.3542227%	\$ 181,696	\$ 2,993,167	6.07%	99.2%
2022	0.3259560%	\$ (1,866,785)	\$ 2,703,138	-69.06%	108.7%
Public Safety System					
2015	0.5519732%	\$ 694,152	\$ 896,587	77.42%	90.5%
2016	0.5881566%	\$ 1,053,536	\$ 959,331	109.82%	87.1%
2017	0.6119810%	\$ 1,241,878	\$ 989,716	125.48%	86.5%
2018	0.6040303%	\$ 947,517	\$ 975,649	97.12%	90.2%
2019	0.6984523%	\$ 1,796,828	\$ 1,095,215	164.06%	84.7%
2020	0.7646940%	\$ 1,227,806	\$ 1,196,321	102.63%	90.9%
2021	0.7678608%	\$ 637,510	\$ 1,221,590	52.19%	95.5%
2022	0.7641714%	\$ (620,616)	\$ 1,201,981	-51.63%	104.2%
Firefighters System					
2015	0.9604150%	\$ (54,805)	\$ 346,376	-15.82%	103.5%
Tier 2 Public Employees System					
2015	0.0381375%	\$ (1,156)	\$ 187,143	-0.62%	103.5%
2016	0.0513689%	\$ (112)	\$ 331,967	-0.03%	100.2%
2017	0.0706999%	\$ 7,887	\$ 579,793	1.36%	95.1%
2018	0.0736480%	\$ 6,493	\$ 719,933	0.90%	97.4%
2019	0.0783841%	\$ 33,570	\$ 914,858	3.67%	90.8%
2020	0.0839947%	\$ 18,891	\$ 1,166,783	1.62%	96.5%
2021	0.0921959%	\$ 13,260	\$ 1,473,568	0.90%	98.3%
2022	0.0935040%	\$ (39,574)	\$ 1,734,553	-2.28%	103.8%
Tier 2 Public Safety and Firefighter System					
2015	0.1791118%	\$ (2,650)	\$ 74,001	-3.58%	120.5%
2016	0.1104233%	\$ (1,613)	\$ 65,714	-2.45%	110.7%
2017	0.1331246%	\$ (1,156)	\$ 109,992	-1.05%	103.6%
2018	0.1520796%	\$ (1,760)	\$ 160,456	-1.10%	103.0%
2019	0.2066393%	\$ 5,177	\$ 275,901	1.88%	95.6%
2020	0.2196100%	\$ 20,657	\$ 361,995	5.71%	89.6%
2021	0.1737854%	\$ 15,588	\$ 347,792	4.48%	93.1%
2022	0.1583313%	\$ (8,002)	\$ 378,632	-2.11%	102.8%

Note: The City implemented GASB 68 in fiscal year 2015. Prior year information is not available.

CITY OF HURRICANE, UTAH
Schedule of Contributions
Last 10 Fiscal Years

As of fiscal year ended June 30,	Actuarly determined contributions	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	Covered payroll	Contributions as a percentage of covered payroll
Noncontributory System					
2014	\$ 473,512	\$ 473,512	\$ -	\$ 2,818,061	16.80%
2015	518,474	518,474	-	2,875,997	18.03%
2016	532,150	532,150	-	2,952,398	18.02%
2017	537,803	537,803	-	2,984,698	18.02%
2018	568,890	568,890	-	3,154,743	18.03%
2019	559,656	559,656	-	3,106,203	18.02%
2020	542,799	542,799	-	3,012,086	18.02%
2021	517,432	517,432	-	2,871,451	18.02%
2022	471,204	471,204	-	2,616,208	18.01%
Public Safety System					
2014	\$ 250,674	\$ 250,674	\$ -	\$ 865,863	28.95%
2015	285,865	285,865	-	928,981	30.77%
2016	294,642	294,642	-	961,504	30.64%
2017	291,758	291,758	-	954,598	30.56%
2018	323,385	323,385	-	1,060,040	30.51%
2019	355,466	355,466	-	1,160,047	30.64%
2020	375,607	375,607	-	1,221,426	30.75%
2021	366,617	366,617	-	1,195,653	30.66%
2022	383,495	383,495	-	1,259,321	30.45%
Firefighters System					
2014	\$ 6,947	\$ 6,947	\$ -	\$ 330,586	2.10%
2015	5,099	5,099	-	181,447	2.81%
Tier 2 Public Employees System*					
2014	\$ 24,833	\$ 24,833	\$ -	\$ 177,503	13.99%
2015	34,504	34,504	-	230,955	14.94%
2016	65,696	65,696	-	440,616	14.91%
2017	95,709	95,709	-	641,914	14.91%
2018	127,908	127,908	-	846,852	15.10%
2019	156,253	156,253	-	1,005,559	15.54%
2020	209,806	209,806	-	1,339,758	15.66%
2021	248,819	248,819	-	1,574,805	15.80%
2022	337,558	337,558	-	2,100,548	16.07%
Tier 2 Public Safety and Firefighter System*					
2014	\$ 9,303	\$ 9,303	\$ -	\$ 56,504	16.46%
2015	12,806	12,806	-	67,277	19.03%
2016	18,696	18,696	-	83,095	22.50%
2017	28,690	28,690	-	127,512	22.50%
2018	48,416	48,416	-	214,537	22.57%
2019	77,705	77,705	-	336,532	23.09%
2020	84,446	84,446	-	364,617	23.16%
2021	95,292	95,292	-	368,967	25.83%
2022	104,143	104,143	-	403,186	25.83%
Tier 2 Public Employees DC Only System*					
2019	\$ 2,824	\$ 2,824	\$ -	\$ 42,206	6.69%
2020	10,328	10,328	-	154,374	6.69%
2021	13,316	13,316	-	199,048	6.69%
2022	9,034	9,034	-	135,033	6.69%
Tier 2 Public Safety and Firefighter DC Only System*					
2016	\$ 1,627	\$ 1,627	\$ -	\$ 13,752	11.83%
2017	4,841	4,841	-	40,920	11.83%
2018	5,434	5,434	-	45,930	11.83%
2019	6,133	6,133	-	51,839	11.83%
2020	14,072	14,072	-	118,949	11.83%
2021	18,914	18,914	-	159,878	11.83%
2022	27,321	27,321	-	230,942	11.83%

Note: The City implemented GASB 68 in fiscal year 2015. Prior year information is not available.

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011.

CITY OF HURRICANE, UTAH
Notes to Required Supplementary Information
For the Year Ended June 30, 2022

Changes in Assumptions:

The investment return assumption was decreased by 0.10% to 6.85% for use in the January 1, 2021 actuarial valuation. This assumption change was based on analysis performed by the actuary and adopted by the Utah State Retirement Board. In aggregate, this assumption change resulted in a \$509 million increase in the Total Pension Liability, which is about 1.3% of the Total Pension Liability as of December 31, 2020 for all systems combined. The demographic assumptions were reviewed and updated in the January 1, 2020 actuarial valuation and are currently scheduled to be reviewed in the year 2023.

SUPPLEMENTARY INFORMATION

MAJOR CAPITAL PROJECTS FUNDS

The **Street Projects capital projects fund** is used to account for major street construction projects funded by impact fees and other related financing.

The **Parks Impact capital projects fund** is used to account for the fees received and the expenditures made from Park impact fees. Expenditures are made for capital improvements to existing parks and acquisition of new park property and facilities.

CITY OF HURRICANE, UTAH
Street Projects Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual
For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
				<u>Positive</u>
				<u>(Negative)</u>
Revenues				
Impact fees	\$ 1,372,500	\$ 1,592,547	\$ 1,542,891	\$ (49,656)
Investment earnings	24,000	24,000	33,440	9,440
Other revenues	10,000	10,000	10,000	-
Total revenues	<u>1,406,500</u>	<u>1,626,547</u>	<u>1,586,331</u>	<u>(40,216)</u>
Expenditures				
Capital outlay:				
Street construction	<u>4,600,000</u>	<u>4,600,000</u>	<u>71,868</u>	<u>4,528,132</u>
Total expenditures	<u>4,600,000</u>	<u>4,600,000</u>	<u>71,868</u>	<u>4,528,132</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(3,193,500)</u>	<u>(2,973,453)</u>	<u>1,514,463</u>	<u>4,487,916</u>
Fund balances, beginning of year	<u>6,193,368</u>	<u>6,193,368</u>	<u>6,193,368</u>	<u>-</u>
Fund balances, end of year	<u>\$ 2,999,868</u>	<u>\$ 3,219,915</u>	<u>\$ 7,707,831</u>	<u>\$ 4,487,916</u>

CITY OF HURRICANE, UTAH
Parks Impact Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual
For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	
Revenues				
Impact fees	\$ 1,372,500	\$ 1,592,547	\$ 1,795,254	\$ 202,707
Intergovernmental revenue	-	-	308,638	308,638
Investment earnings	24,000	24,000	23,813	(187)
Total revenues	<u>1,396,500</u>	<u>1,616,547</u>	<u>2,127,705</u>	<u>511,158</u>
Expenditures				
Debt service:				
Principal	114,000	114,000	114,000	-
Interest	11,116	11,116	11,116	-
Capital outlay:				
Other	<u>3,331,905</u>	<u>3,331,905</u>	<u>3,010,134</u>	<u>321,771</u>
Total expenditures	<u>3,457,021</u>	<u>3,457,021</u>	<u>3,135,250</u>	<u>321,771</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,060,521)</u>	<u>(1,840,474)</u>	<u>(1,007,545)</u>	<u>832,929</u>
Fund balances, beginning of year	<u>5,139,945</u>	<u>5,139,945</u>	<u>5,139,945</u>	<u>-</u>
Fund balances, end of year	<u>\$ 3,079,424</u>	<u>\$ 3,299,471</u>	<u>\$ 4,132,400</u>	<u>\$ 832,929</u>

COMBINING STATEMENTS NONMAJOR FUNDS

DEBT SERVICE FUNDS

Debt service funds are used to account for the accumulation and payment of outstanding debt.

The Debt Service Special Improvement Fund is used to account for the collection of special assessments and payment of the bond principal and interest related to old special improvement districts in the city.

SPECIAL REVENUE FUNDS

The CARES Act Special Revenue Fund is used to account for the proceeds from CARES act to be used as stipulated by the federal legislation.

CAPITAL PROJECTS FUNDS

The Redevelopment Agency capital projects fund is used to account for the receipt of property taxes for, and the expenditure of funds for, RDA #1 and #2. These project areas were used to develop the Sky Mountain Golf Course and surrounding area.

The Redevelopment Agency #3 capital projects fund is used to account for the expenditure of funds for the RDA used to develop the area around the Wal-Mart Distribution Center.

The SID Construction capital projects fund is used to account for the construction and related financing of the Dixie Springs and the East Bench Special Improvement Districts.

The Street Shop capital projects fund is used to account for expenditure of funds for the street shop and related capital expenditures.

The RAP Tax capital projects fund is used to account for the collection and use of RAP (recreation, arts, and parks) taxes.

The Airport capital projects fund is used to account for expenditures and related revenues for airport construction projects.

The Fire Impact capital projects fund is used to account for the fees received and the expenditures made from Public Safety impact fees. Expenditures are made for capital improvements to Public Safety buildings and facilities.

The Building Remodel capital projects fund is used to account for expenditures and financing to remodel the Justice Court and Police Department building.

The Housing capital projects fund is used to account for the expenditures of a CDBG grant for affordable housing. The grant is set up on a revolving fund to purchase, renovate, and sell homes for affordable housing.

The Equipment capital projects fund is a revolving fund that purchases equipment for other funds and is reimbursed from the other funds over time.

**COMBINING STATEMENTS
NONMAJOR FUNDS**

ENTERPRISE FUNDS

The Pressurized Irrigation Fund is used to account for the provision of pressurized irrigation services to the residents of the City. All activities necessary to provide such services are accounted for in this fund, including, but not limited to administration, operations, maintenance, financing, related debt service, and billing and collection

The Drainage Fund is used to account for the construction, financing, and operation and maintenance of a storm drain system within the City.

CITY OF HURRICANE, UTAH
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects					
	Debt Service Special Improvement	CARES Act	Redevelopment Agency	Redevelopment Agency #3	SID Construction	Street Shop
Assets						
Cash and cash equivalents	\$ 15	\$ 190,746	\$ 181,854	\$ 258,681	\$ 552	\$ 1,707,760
Receivables	27,824	-	-	-	414,444	-
Due from other governments	-	-	-	49,576	-	-
Due from other funds	-	-	5,732	-	-	-
Prepaid expenses	-	31,284	-	-	-	-
Total assets	<u>\$ 27,839</u>	<u>\$ 222,030</u>	<u>\$ 187,586</u>	<u>\$ 308,257</u>	<u>\$ 414,996</u>	<u>\$ 1,707,760</u>
Liabilities						
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to other funds	-	2,675	-	-	-	-
Unearned revenue	-	183,582	-	-	-	-
Total liabilities	<u>-</u>	<u>186,257</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Deferred Inflows of Resources						
Unavailable revenue - special assessments	-	-	-	-	414,444	-
Fund Balances						
Restricted for:						
Debt service	27,839	-	-	-	-	-
Capital outlay	-	-	187,586	308,257	552	-
Other	-	35,773	-	-	-	-
Assigned	-	-	-	-	-	1,707,760
Total fund balances	<u>27,839</u>	<u>35,773</u>	<u>187,586</u>	<u>308,257</u>	<u>552</u>	<u>1,707,760</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 27,839</u>	<u>\$ 222,030</u>	<u>\$ 187,586</u>	<u>\$ 308,257</u>	<u>\$ 414,996</u>	<u>\$ 1,707,760</u>

Capital Projects							Total Nonmajor Governmental Funds
RAP Tax	Airport	Fire Impact	Building Remodel	Housing	Equipment	Total Capital Projects	
\$ 942,739	\$ 738,968	\$ 349,579	\$ 2,960,439	\$ 49,528	\$ 731,943	\$ 7,922,043	\$ 8,112,804
-	-	-	-	-	-	414,444	442,268
96,273	-	-	-	-	-	145,849	145,849
-	-	-	-	-	-	5,732	5,732
-	-	-	-	-	-	-	31,284
<u>\$ 1,039,012</u>	<u>\$ 738,968</u>	<u>\$ 349,579</u>	<u>\$ 2,960,439</u>	<u>\$ 49,528</u>	<u>\$ 731,943</u>	<u>\$ 8,488,068</u>	<u>\$ 8,737,937</u>
\$ 134	\$ -	\$ -	\$ -	\$ -	\$ 13,716	\$ 13,850	\$ 13,850
-	-	-	-	-	-	-	2,675
-	-	-	-	-	-	-	183,582
134	-	-	-	-	13,716	13,850	200,107
-	-	-	-	-	-	414,444	414,444
-	-	-	-	-	-	-	27,839
-	-	349,579	-	-	-	845,974	845,974
1,038,878	-	-	-	-	-	1,038,878	1,074,651
-	738,968	-	2,960,439	49,528	718,227	6,174,922	6,174,922
1,038,878	738,968	349,579	2,960,439	49,528	718,227	8,059,774	8,123,386
<u>\$ 1,039,012</u>	<u>\$ 738,968</u>	<u>\$ 349,579</u>	<u>\$ 2,960,439</u>	<u>\$ 49,528</u>	<u>\$ 731,943</u>	<u>\$ 8,488,068</u>	<u>\$ 8,737,937</u>

CITY OF HURRICANE, UTAH
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Capital Projects					
	Debt Service Special Improvement	Cares Act	Redevelopment Agency	Redevelopment Agency #3	SID Construction	Street Shop
Revenues						
Taxes	\$ -	\$ -	\$ -	\$ 301,920	\$ -	\$ -
Intergovernmental revenue	-	945,128	-	-	-	-
Impact fees	-	-	-	-	-	-
Investment earnings	-	1,049	1,421	-	-	507
Other revenues	-	-	-	-	-	-
Total revenues	-	946,177	1,421	301,920	-	507
Expenditures						
Current:						
General government	-	-	-	-	-	-
Public safety	-	56,127	-	-	-	-
Highways/ public works	-	-	-	-	-	-
Parks and recreation	-	-	-	-	-	-
Economic development	-	-	12,500	363,643	-	-
Capital outlay:						
Public safety	-	-	-	-	-	-
Other	-	900,000	-	-	-	56,797
Total expenditures	-	956,127	12,500	363,643	-	56,797
Excess (deficiency) of revenues over (under) expenditures	-	(9,950)	(11,079)	(61,723)	-	(56,290)
Other Financing Sources (Uses)						
Operating transfers in	-	-	-	-	-	1,156,075
Total other financing sources and uses	-	-	-	-	-	1,156,075
Net change in fund balances	-	(9,950)	(11,079)	(61,723)	-	1,099,785
Fund balances, beginning of year	27,839	45,723	198,665	369,980	552	607,975
Fund balances, end of year	\$ 27,839	\$ 35,773	\$ 187,586	\$ 308,257	\$ 552	\$ 1,707,760

Capital Projects							Total Nonmajor Governmental Funds
RAP Tax	Airport	Fire Impact	Building Remodel	Housing	Equipment	Total Capital Projects	
\$ 617,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 919,236	\$ 919,236
-	-	-	-	-	-	-	945,128
-	-	175,993	-	-	-	175,993	175,993
3,131	3,869	1,971	7,725	227	21,101	39,952	41,001
-	-	-	7,000	-	254,273	261,273	261,273
620,447	3,869	177,964	14,725	227	275,374	1,396,454	2,342,631
-	-	-	-	-	29,938	29,938	29,938
-	-	-	-	-	-	-	56,127
-	-	-	7,400	-	-	7,400	7,400
262,075	-	-	-	-	-	262,075	262,075
-	-	-	-	-	-	376,143	376,143
-	-	143,000	-	-	137,521	280,521	280,521
-	-	-	1,611,625	-	-	1,668,422	2,568,422
262,075	-	143,000	1,619,025	-	167,459	2,624,499	3,580,626
358,372	3,869	34,964	(1,604,300)	227	107,915	(1,228,045)	(1,237,995)
-	-	-	1,156,075	-	211,319	2,523,469	2,523,469
-	-	-	1,156,075	-	211,319	2,523,469	2,523,469
358,372	3,869	34,964	(448,225)	227	319,234	1,295,424	1,285,474
680,506	735,099	314,615	3,408,664	49,301	398,993	6,764,350	6,837,912
\$ 1,038,878	\$ 738,968	\$ 349,579	\$ 2,960,439	\$ 49,528	\$ 718,227	\$ 8,059,774	\$ 8,123,386

CITY OF HURRICANE, UTAH
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2022

	<u>Pressurized Irrigation Fund</u>	<u>Drainage Fund</u>	<u>Total Nonmajor</u>
Assets			
Current assets:			
Cash and cash equivalents	\$ 412,435	\$ 1,159,784	\$ 1,572,219
Receivables, net of allowance	60,572	43,464	104,036
Total current assets	<u>473,007</u>	<u>1,203,248</u>	<u>1,676,255</u>
Noncurrent assets:			
Capital assets:			
Water stock	275,428	-	275,428
Land, improvements and water rights	-	45,000	45,000
Plant and equipment	-	645,912	645,912
Distribution system	3,711,407	8,008,836	11,720,243
Less: Accumulated depreciation	<u>(877,115)</u>	<u>(1,798,558)</u>	<u>(2,675,673)</u>
Total noncurrent assets	<u>3,109,720</u>	<u>6,901,190</u>	<u>10,010,910</u>
Total assets	<u>3,582,727</u>	<u>8,104,438</u>	<u>11,687,165</u>
Liabilities			
Current liabilities:			
Accounts payable	50,447	2,624	53,071
Interest payable	667	686	1,353
Total current liabilities	<u>51,114</u>	<u>3,310</u>	<u>54,424</u>
Total liabilities	<u>51,114</u>	<u>3,310</u>	<u>54,424</u>
Net Position			
Net investment in capital assets	3,109,720	6,901,190	10,010,910
Restricted for capital outlay	-	94,270	94,270
Unrestricted	421,893	1,105,668	1,527,561
Total net position	<u>\$ 3,531,613</u>	<u>\$ 8,101,128</u>	<u>\$ 11,632,741</u>

CITY OF HURRICANE, UTAH
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
Nonmajor Enterprise Funds
For the Year Ended June 30, 2022

	<u>Pressurized Irrigation Fund</u>	<u>Drainage Fund</u>	<u>Total Nonmajor</u>
Operating revenues:			
Charges for services	\$ 537,005	\$ 482,165	\$ 1,019,170
Total operating revenues	<u>537,005</u>	<u>482,165</u>	<u>1,019,170</u>
Operating expenses:			
Administration	38,203	23,275	61,478
Distribution system repairs and maintenance	12,371	11,051	23,422
Repairs and maintenance	7,798	5,014	12,812
Insurance	2,528	4,694	7,222
Depreciation	54,658	217,244	271,902
Utilities	18,405	-	18,405
Professional services	22,367	67,070	89,437
Miscellaneous	-	19,984	19,984
Postage and freight	4,725	4,725	9,450
Credit card expense	9,906	9,906	19,812
Assessments	19,799	-	19,799
Water costs	<u>311,602</u>	<u>-</u>	<u>311,602</u>
Total operating expenses	<u>502,362</u>	<u>362,963</u>	<u>865,325</u>
Operating income (loss)	<u>34,643</u>	<u>119,202</u>	<u>153,845</u>
Nonoperating revenues (expenses):			
Connection and impact fees	21,281	1,140	22,421
Interest income	<u>1,254</u>	<u>3,886</u>	<u>5,140</u>
Total nonoperating revenues (expenses)	<u>22,535</u>	<u>5,026</u>	<u>27,561</u>
Income before contributions and transfers	57,178	124,228	181,406
Capital contributions	<u>978,485</u>	<u>260,734</u>	<u>1,239,219</u>
Change in net position	1,035,663	384,962	1,420,625
Total net position, beginning of year	<u>2,495,950</u>	<u>7,716,166</u>	<u>10,212,116</u>
Total net position, end of year	<u><u>\$ 3,531,613</u></u>	<u><u>\$ 8,101,128</u></u>	<u><u>\$ 11,632,741</u></u>

CITY OF HURRICANE, UTAH
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2022

	Pressurized Irrigation Fund	Drainage Fund	Total Nonmajor
Cash flows from operating activities:			
Cash received from customers, service fees	\$ 496,646	\$ 479,249	\$ 975,895
Cash paid to suppliers	(443,270)	(143,094)	(586,364)
Net cash provided (used) by operating activities	<u>53,376</u>	<u>336,155</u>	<u>389,531</u>
Cash flows from capital and related financing activities:			
Purchase of capital assets	-	(84,956)	(84,956)
Connection and impact fees	21,281	1,140	22,421
Net cash used by capital and related financing activities:	<u>21,281</u>	<u>(83,816)</u>	<u>(62,535)</u>
Cash flows from investing activities:			
Interest on investments	<u>1,254</u>	<u>3,886</u>	<u>5,140</u>
Net increase (decrease) in cash and cash equivalents	75,911	256,225	332,136
Cash and cash equivalents, including restricted cash, beginning of year	<u>336,524</u>	<u>903,559</u>	<u>1,240,083</u>
Cash and cash equivalents, including restricted cash, end of year	<u><u>\$ 412,435</u></u>	<u><u>\$ 1,159,784</u></u>	<u><u>\$ 1,572,219</u></u>
Reconciliation of operating income to net cash provided by operating activities:			
Net operating income (loss)	\$ 34,643	\$ 119,202	\$ 153,845
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation/amortization	54,658	217,244	271,902
Changes in operating assets and liabilities:			
(Increase) Decrease in receivables	(40,359)	(2,916)	(43,275)
Increase (Decrease) in accounts payable	4,434	2,625	7,059
Net cash provided by operating activities	<u><u>\$ 53,376</u></u>	<u><u>\$ 336,155</u></u>	<u><u>\$ 389,531</u></u>
Supplemental Schedule of Non-cash Investing and Financing Activities:			
Capital contributions	\$ 978,485	\$ 260,734	\$ 1,239,219

**CAPITAL ASSETS USED IN THE
OPERATION OF GOVERNMENTAL FUNDS**

CITY OF HURRICANE, UTAH
Capital Assets Used in the Operation of Governmental Funds
By Source
For the Year Ended June 30, 2022

	Balance June 30, 2021	Additions	Deletions	Balance June 30, 2022
Capital Assets				
Land, improvements and water rights	\$ 20,445,160	\$ 2,894,149	\$ -	\$ 23,339,309
Construction in progress	5,037,560	4,731,550	-	9,769,110
Plant and equipment	7,430,486	427,496	1,749	7,856,233
Buildings	1,894,029	-	-	1,894,029
Infrastructure	56,099,014	-	-	56,099,014
	<u>\$ 90,906,249</u>	<u>\$ 8,053,195</u>	<u>\$ 1,749</u>	<u>\$ 98,957,695</u>
Investment in Capital Assets From				
General city revenues, grants, and bonds	<u>\$ 90,906,249</u>	<u>\$ 8,053,195</u>	<u>\$ 1,749</u>	<u>\$ 98,957,695</u>
	<u>\$ 90,906,249</u>	<u>\$ 8,053,195</u>	<u>\$ 1,749</u>	<u>\$ 98,957,695</u>

This page intentionally left blank

CITY OF HURRICANE, UTAH
Capital Assets Used in the Operation of Governmental Funds
By Function and Activity
For the Year Ended June 30, 2022

Functions and Activity	6/30/2022	Land and Improvements	Construction in progress
General government			
City council	\$ 20,645	\$ -	\$ -
City manager	187,533	-	-
Court	18,293	-	-
Personnel	129,520	-	-
Other - unclassified	5,583,960	4,599,818	-
Public safety			
Police	3,347,690	-	-
Fire	732,924	6,942	-
Ambulance	1,909	-	-
Animal control	122,853	50,000	-
Highways			
Airport	5,614,589	1,083,170	4,054,968
Maintenance	2,612,400	1,835,639	-
Street system	61,612,993	2,897,631	2,538,252
Other - unclassified	240,610	102,938	-
Parks and recreation			
Golf	4,462,803	3,962,803	-
Other - unclassified	14,268,973	8,800,368	3,175,890
Total governmental funds capital assets	<u>\$ 98,957,695</u>	<u>\$ 23,339,309</u>	<u>\$ 9,769,110</u>

<u>Plant and equipment</u>	<u>Buildings</u>	<u>Infrastructure</u>
\$ 19,214	\$ -	\$ -
177,609	-	-
18,293	-	-
129,520	-	-
759,887	184,899	-
2,841,137	306,799	-
725,982	-	-
1,909	-	-
72,853	-	-
70,551	355,000	50,900
774,601	-	-
237,516	-	55,939,594
29,152	-	108,520
-	500,000	-
1,572,262	547,331	-
<u>\$ 7,430,486</u>	<u>\$ 1,894,029</u>	<u>\$ 56,099,014</u>

CITY OF HURRICANE, UTAH
Capital Assets Used in the Operation of Governmental Funds
Schedule of Changes By Function and Activity
For the Year Ended June 30, 2022

Functions and Activity	Balance June 30, 2021	Additions	Deletions	Balance June 30, 2022
General government				
City council	\$ 19,214	\$ 1,431	\$ -	\$ 20,645
City manager	177,609	9,924	-	187,533
Court	18,293	-	-	18,293
Personnel	129,520	-	-	129,520
Other - unclassified	3,032,979	2,552,730	1,749	5,583,960
Total general government	<u>3,377,615</u>	<u>2,564,085</u>	<u>1,749</u>	<u>5,939,951</u>
Public safety				
Police	3,147,936	199,754	-	3,347,690
Fire	732,924	-	-	732,924
Ambulance	1,909	-	-	1,909
Animal control	122,853	-	-	122,853
Total public safety	<u>4,005,622</u>	<u>199,754</u>	<u>-</u>	<u>4,205,376</u>
Highways				
Airport	5,585,950	28,639	-	5,614,589
Maintenance	2,610,240	2,160	-	2,612,400
Street system	59,433,075	2,179,918	-	61,612,993
Other - unclassified	240,610	-	-	240,610
Total highways	<u>67,869,875</u>	<u>2,210,717</u>	<u>-</u>	<u>70,080,592</u>
Parks and recreation				
Golf	4,462,803	-	-	4,462,803
Other - unclassified	11,190,334	3,078,639	-	14,268,973
Total parks and recreation	<u>15,653,137</u>	<u>3,078,639</u>	<u>-</u>	<u>18,731,776</u>
Total governmental funds capital assets	<u>\$ 90,906,249</u>	<u>\$ 8,053,195</u>	<u>\$ 1,749</u>	<u>\$ 98,957,695</u>

FEDERAL AND STATE REPORTS

This page intentionally left blank



**Independent Auditors' Report on Internal Control Over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Basic Financial Statements Performed
in Accordance with *Government Auditing Standards***

To the Honorable Mayor and
Members of the City Council
Hurricane, Utah 84737

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hurricane, Utah, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Hurricane's basic financial statements and have issued our report thereon dated December 21, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah
December 21, 2022



**Independent Auditors' Report on Compliance and
Report on Internal Control Over Compliance
As Required by the *State Compliance Audit Guide***

To the Honorable Mayor and
Members of the City Council
Hurricane, UT 84737

Report On Compliance

We have audited Hurricane City's compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor for the year ended June 30, 2022.

State compliance requirements were tested for the year ended June 30, 2022 in the following areas:

- Budgetary Compliance
- Fund Balance
- Justice Courts
- Restricted Taxes and Related Revenues
- Fraud Risk Assessment
- Government Fees
- Cash Management
- Utah Retirement Systems
- Public Treasurer's Bond
- Open and Public Meetings Act

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

Our responsibility is to express an opinion on Hurricane City's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about Hurricane City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of Hurricane City's compliance with those requirements.

Opinion on Compliance

In our opinion, Hurricane City complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2022.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance, which are required to be reported in accordance with the State Compliance Audit Guide.

Report On Internal Control Over Compliance

Management of Hurricane City is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered Hurricane City's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Hurricane City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah
December 21, 2022



STATISTICAL SECTION

HURRICANE CITY Required Bond Disclosures

Note 1. Utility Rate Information

Water Connections:	10,124
Pressurized Irrigation Connections:	1,607
Power Connections:	9,772

Water Usage:	1,597,043 gallons
Power Usage:	149,307,567 kilowatt hours

Residential Water Rates:	\$16.83 base rate plus usage: \$1.03 per 1,000 gallons for the 1 st 5,000 gallons \$1.08 per 1,000 gallons for the next 5,000 gallons \$1.13 per 1,000 gallons for the next 10,000 gallons \$1.30 per 1,000 gallons for the next 10,000 gallons \$1.47 per 1,000 gallons for the next 10,000 gallons \$1.71 per 1,000 gallons for the next 20,000 gallons \$1.94 per 1,000 gallons for usage above 60,000 gallons.
--------------------------	--

Pressurized Irrigation Rates:	\$12.00 per month.
-------------------------------	--------------------

Residential Power Rates:	\$19.00 base rate plus usage: \$.0707 per kilowatt up to 800 kWh. \$.0808 per kilowatt from 800 to 1,200 kWh \$.0908 per kilowatt up above 1,200 kWh
--------------------------	---

Note 2. Insurance Coverage

Insurance coverage for Hurricane City for fiscal year 2022 was as follows:

<u>Insurer</u>	<u>Insurance Type</u>	<u>Amount of Coverage</u>	<u>Policy Number</u>
Utah Local Government Trust	General Liability	5,000,000	11830-GL2014
Utah Local Government Trust	Auto Liability	5,000,000	11830-GL2013

Utah Local Government Trust	Property Coverage:	ULGT-APDP-2010
-----------------------------	--------------------	----------------

Police Building	2,839,940
Street Shop	509,718
Museums	469,925
Power Building	4,100,113
Swimming Pool	838,035
City Office	1,657,941
Pavilion	59,766
Animal Shelter	387,911
Brentwood Substation	1,302,527
Parks Office	456,653
Community Center	4,260,708
Fine Arts Center	2,392,436
Water Shop	432,487
Water Offices	910,837
Airport Hangar-Police	270,000
Airport Hangar-Manager	142,415
Airport Hangar	198,000
Airport Terminal	93,137
Concession Stand/Restrooms	114,111
Dog Pavilion	26,524
Pro Shop/Diner	851,142
Pumphouse	432,906
Quonset Hut	250,540
Storage Facilities	332,108
Restroom Buildings	373,494
100 W. Home	175,000
Electrical Substation	287,056

Utah Local Government Trust	Workers Compensation
-----------------------------	----------------------

PEHP	Medical
------	---------

Utah Local Government Trust	Auto & Equipment	5,000,000	11830-GL2014
-----------------------------	------------------	-----------	--------------

ACE USA	Airport Liability	2,000,000	AAPN02203443 007
---------	-------------------	-----------	------------------

Utah Local Government Trust	Police Department	5,000,000	11830-GL2014
-----------------------------	-------------------	-----------	--------------

Utah Local Government Trust	Public Officials E&O	5,000,000	11830-GL2014
-----------------------------	----------------------	-----------	--------------

Note 3. Population.	<u>Census Count</u>	<u>Population Increase</u>	<u>Percent Increase</u>	<u>Average Yearly</u>
1980 Census	2,315			
1990 Census	3,915	1,600	69.11%	6.91%
2000 Census	8,250	4,335	110.73%	11.07%
2010 Census	13,748	5,498	66.64%	6.66%
2020 Census	20,036	7,503	45.74%	5.08%
2021 Estimate	21,601	1,565	7.81%	.87%
2022 Estimate	23,089	1,488	6.89%	.69%

Note 4. Full Time Employees.

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Admin	7	9	8	10
Building & Planning	5	5	4	5
Courts & Prosecutor	3	4	4	5
Public Works & Engineer	6	6	6	8
Golf Course	9	9	8	10
Water	9	9	8	9
Power	11	13	13	13
Streets	6	6	5	6
Parks & Cemetery	11	11	11	14
Police & Animal Control	34	34	39	39
Recreation	6	4	3	5
Total	107	110	109	124



December 21, 2022

To the Mayor & City Council of
Hurricane City
Hurricane, Utah

We have audited the financial statements of Hurricane City as of and for the year ended June 30, 2022, and have issued our report thereon dated December 21, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 2, 2022, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Hurricane City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

If applicable, we have provided our findings regarding significant control deficiencies over financial reporting and material weaknesses, if applicable, and material noncompliance, and other matters noted during our audit.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence. Safeguards have been applied to eliminate identified threats to independence or reduce them to an acceptable.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Hurricane City is included in Note 1 to the financial statements. There have been no initial selection of significant accounting policies and no changes in significant accounting policies or their application during fiscal year 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are as follows:

Management's estimate of depreciation expense is based on the assigned depreciation lives. We evaluated the key factors and assumptions used to develop the depreciation lives in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of capital contributed by developers and others is based on the estimated value of the construction costs (engineer estimates). We evaluated the key factors and assumptions used to develop the amount of contributed capital in determining that it is reasonable in relation to the financial statements taken as a whole. While the procedures used by management to estimate these costs appear reasonable, there may be differences between the City's estimates and actual costs paid by developers and others, and these differences may be material.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, management's estimates have been determined on the same basis as they are reported by the Utah Retirement Systems (URS). The City's net pension liability was measured as of December 31, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2021. Allocations between governmental activities and business-type activities are based on the pro-rata share of payroll. The key factors and assumptions used to develop the valuation and the accrual appear reasonable in relation to the financial statements taken as a whole.

Management's estimate of the compensated absences accrual is based on current pay rates and accrued vacation and sick pay hours. We evaluated the key factors and assumptions used to develop the compensated absences accrual in determining that it is reasonable in relation to the financial statements taken as a whole.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. There were no significant unusual transactions identified as a result of our audit procedures.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified significant misstatements and a list of the adjustments noted during the audit has been provided to management. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. Management has a list of the material misstatements that we identified as a result of our audit procedures that were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Hurricane City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. There are no unusual circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management, which are included in a separate letter dated December 21, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Hurricane City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Hurricane City's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in Hurricane City's annual reports, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have performed procedures on such other information, such as reading the information and considering whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the governing body and management of Hurricane City and is not intended to be and should not be used by anyone other than these specified parties.

HintonBurdick, PLLC



**Independent Accountant’s Report on Compliance for the
U.S. Department of Treasury Coronavirus State and Local Fiscal
Recovery Funds Program (CSLFRF) Requirements for an
Alternative CSLFRF Compliance Examination Engagement**

The Honorable Mayor and
City Council
Hurricane City, Utah

We have examined the Hurricane City, Utah’s compliance with the compliance requirements “activities allowed or unallowed” and “allowable cost/cost principles” (the specified requirements) as described in Part IV “Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds” of the CSLFRF section of the 2022 OMB *Compliance Supplement* (referred to herein as “Requirements for an Alternative CSLFRF Compliance Examination Engagement”) during the year ended June 30, 2022. Management of Hurricane City, Utah is responsible for the Hurricane City, Utah’s compliance with the specified requirements. Our responsibility is to express an opinion on the Hurricane City, Utah’s compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA; the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in the “Requirements for an Alternative CSLFRF Compliance Examination Engagement.” Those standards and requirements require that we plan and perform the examination to obtain reasonable assurance about whether the Hurricane City, Utah complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Hurricane City, Utah complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Hurricane City, Utah’s compliance with specified requirements.

In our opinion, the Hurricane City, Utah complied, in all material respects, with the specified requirements referenced above during the year ended June 30, 2022.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses in internal control; fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements that have a material effect on the Hurricane City, Utah's compliance with the specified requirements and any other instances that warrant the attention of those charged with governance. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions. We performed our examination to express an opinion on the Hurricane City, Utah's compliance with the specified requirements and not for the purpose of expressing an opinion on the internal control over the specified requirements or on compliance and other matters; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards*.

Intended Purpose

The purpose of this examination report is solely to express an opinion on whether the Hurricane City, Utah complied, in all material respects with the specified requirements referenced above during the year ended June 30, 2022. Accordingly, this report is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah
January 3, 2023



STAFF COMMENTS

Consideration and possible approval of a **policy governing the Hurricane American Legion Equestrian Park**-Tiffani Wright/Darren Barney

Discussion:

The Council considered this item in its previous meeting. After taking public comment, the Council directed staff to eliminate the charge for using lighting at the Equestrian Park and to meet with representatives of the equestrian community to consider other changes to the initial draft policy. Staff has met with the equestrian community twice to discuss the policy. The attached policy attempts to address the sentiments expressed by the Council and the comments made by the equestrian community. The following changes have been made to the prior draft:

1. Removed the charge for lighting.
2. Added an option for 1/2 day rentals.
3. Added a term that events that are not-for-profit (4-H shows, local riding clubs, etc.) may reserve and use the facility free of charge if they do not require City staff to be present during the event. Staff would groom the arena and water the arena down prior to the event, but not be present after that. If City staff are requested to be present during the event (to groom the arena, for example), then the not-for-profit groups get a 50% discount.
4. Added a weather refund policy.
5. Added a note recognizing the American Legion's gift of the prior rodeo grounds, clarifying that the primary purpose of the facility is for use by the local equestrian community, and authorizing City staff to limit commercial reservations to allow adequate periods when the facility would be available for use by the general public.

Findings:

Recommendation:

Attachments:

1. 221120 Policy Governing Equestrian Park (v. 6)

POLICY GOVERNING THE HURRICANE AMERICAN LEGION EQUESTRIAN PARK

This Policy, adopted by the Hurricane City Council on January 5, 2023, governs the Hurricane American Legion Equestrian Park located at 2518 South 630 West, Hurricane, Utah.

SCHEDULE OF FEES

<u>Description</u>	<u>Rental Fee</u>	<u>Ticketed Events</u>	<u>Over Hours Fee</u>
Main Arena ¹	\$250/day (8 hrs.) / \$150 half-day (4 hrs.) ²	\$1,000/day (8 hrs.) / \$600/half-day (4 hrs.)	\$32/hr.
Practice Arena	Open to the Public – Not Available for Reservation ³		
Ticket/Concession Building	\$75/day (8 hrs.) / \$40/half-day (4 hrs.)		\$10/hr.
Food Truck Hookups	\$100/day (8 hrs.) / \$50/half-day (4 hrs.)		\$13/hr.
Livestock Pens	\$15/night or \$20/week (per pen) ⁴		
Water Truck Rate	\$56/hr. (Does not include Staffing Rate for operator)		
Tractor Rate	\$35/hr.		
Staffing Rate	\$34/hr.		

RULES, REGULATIONS, AND TERMS OF USE

- Rental Terms.** The Schedule of Fees applies to any rental of the Main Arena. Rental of the Main Arena includes the grooming and watering down of the Main Arena, Practice Arena, and parking areas as needed before and during the event. Rental of the Main Arena includes use of the spectator area/grandstands.
- Discount.** Local (Washington County) non-profits, schools, churches, cities, and organizations that are not charging an entry or admission fee to participate in the event may reserve and use the Main Arena free of charge if no City staff, tractor, or water truck is required during the event. If City staff, tractor, or water truck is required during the event, then the local group shall receive a 50% discount off the normal rental rate. The discount is only available for weekday rentals—holidays are excluded. City-sponsored events are not subject to fees.
- Practice Arena.** The Practice Arena is open to the public for personal, non-commercial equestrian use at no charge. It is not available for reservation, and commercial activities or events may not be held there unless the event is sponsored by the City. When the Main Arena has been rented for an event, participants in the event may use the Practice Arena to warm up and practice in conjunction with the event, but members of the public may not be excluded from the Practice Arena.
- Public's Use of Main Arena.** The Main Arena may only be reserved upon the payment of the applicable rental fee. During periods that the Main Arena is not reserved, members of the public may use the Main Arena for personal, non-commercial equestrian purposes. The City may exclude the public from the Main Arena in preparation for a reservation.

¹ May be partitioned into two arenas with available temporary fence. Hourly Staff Rate and Tractor Rate will apply for set up or takedown of temporary fence.

² Discount available for some organizations. See Rules, Regulations, and Terms of Use.

³ See Rules, Regulations, and Terms of Use.

⁴ See Rules, Regulations, and Terms of Use.

5. Hours of Operation. Lighting at the Equestrian Park shall be turned off by 12 am and no PA systems or speakers shall be used between the hours of 11 pm and 6 am.
6. Use of Livestock Pens Overnight. The housing of horses in the livestock pens is prohibited, except for bucking stock. Pens may be rented for the overnight housing of livestock at the established daily and weekly rates. The owner of the livestock shall be solely responsible for the livestock's feed, water, and wellbeing. Hurricane City is not liable for any damage, injury, or death of livestock housed or used at the Equestrian Park, and the owner of the livestock housed at the Equestrian Park shall indemnify and defend Hurricane City from any damage, injury, or death resulting from or in any way relating to the livestock housed at the Equestrian Park. Livestock housed at the Equestrian Park must regularly be used in conjunction with the facilities. The City may require that livestock housed at the Equestrian Park be removed immediately from the Park if the City Staff determine, at Staff's sole discretion, that the livestock are a danger to themselves or others, are not being adequately cared for, or that the livestock are not regularly being used in conjunction with the Park. If the Main Arena is rented and the livestock pens are needed for the event, the owner of the livestock must remove the livestock from the livestock pens with 72 hours' notice from the City. Hurricane City shall have a lien on livestock housed at the Equestrian Park as allowed by Utah Code section 38-2-1.
7. Lighting. Lighting is available during the designated Hours of Operation, to be managed by City staff.
8. Ticketed Events. Events for which spectators are charged admission must obtain an Event Permit as required by Hurricane City Code, Title 7, Chapter 7.
9. Weather Refund Policy. When there is inclement weather, at the option of the user, the event may either be rescheduled to another available date or the rental fee refunded, subject to a 15% processing fee.
10. Playground Area. A playground/park area is located at the entrance to the Equestrian Park. The public shall have continuous access to this area regardless of events scheduled at the Park.
11. Non-Equestrian Activities. The Equestrian Park is primarily for equestrian use, but non-equestrian/non-livestock events may be permitted upon City staff's determination that the event will not damage the facility or interfere with the equestrian nature of the Park. Events such as mud bogging that may affect the arenas' topsoil are prohibited.
12. Damage and Repair Costs. Any individuals using the Equestrian Park are responsible to pay to repair any damage they cause to the Park facilities other than normal wear and tear.
13. Inherent Risk. Any individual using the Equestrian Park agrees that Hurricane City and other equine or livestock activity sponsors are not liable for the inherent risks associated with these activities, as set forth in Utah Code sections 78B-4-201, 203.
14. American Legion Legacy. Hurricane City acknowledges that the Equestrian Park is a legacy left by the Hurricane American Legion. The prior rodeo grounds, located at 800 North and 200 West, was gifted to the City under an agreement that the property would continue to serve as a resource for the local horse community, and the prior rodeo grounds were used for several decades. With the consent of the American Legion, the prior rodeo grounds were relocated to the new Hurricane American Legion Equestrian Park. In recognition of the American Legion's gift of property and the Legion's intent for the gift, the primary purpose of the Equestrian Park is to serve the local horse community. Hurricane City Staff is authorized to limit the number of commercial event reservations to allow adequate, unreserved periods of time, including some weekends, when the Park remains open to the public.



STAFF COMMENTS

Ordinance 2022-61 Consideration and possible approval of an amendment to Hurricane City Code **Title 10 Chapter 7 Section 9 Conditional Use Permit Standards, Title 10 Chapter 12 Agriculture Zoning Standards and Title 10 Chapter 14 Residential Agriculture Standards** to amend the code to allow Reception Centers as a conditional use within Agriculture and Residential Agriculture Zones.

Discussion:

Findings:

Recommendation:

Attachments:

1. Ordinance 2022-61 Reception Center
2. Reception Centers (3)

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS TITLE 10 CHAPTER 14: RESIDENTIAL AGRICULTURE ZONING, TITLE 10 CHAPTER 7 SECTION 9: CONDITIONAL USE PERMIT STANDARDS, AND TITLE 10 CHAPTER 12: AGRICULTURE ZONING STANDARDS.OF THE HURRICANE CITY CODE STANDARDS TO ALLOW RECEPTION CENTERS AS A CONDTIONAL USE IN THOSE ZONES

WHEREAS the City Council of Hurricane, Utah has authority to adopt and regulate zoning within its boundaries; and

WHEREAS, Hurricane City general plan recommends that the City adopt policies that will help preserve agriculture within the City; and

WHEREAS said City Council deems it necessary to make these changes to allow for the protection of agriculture within the City,

BE IT HEREBY ORDAINED by the Hurricane City Council Hurricane City Code Title 10 Chapter 14: Residential Agriculture Zoning Standards, Title 10 Chapter 7 Section 9: Conditional Use Permit Standards, And Title 10 Chapter 12: Agriculture Zoning Standards. shall be, and is hereby, amended with the additional text as follows:

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 _____ day of _____, 2022.

Nanette Billings, Mayor

[Seal]
Attest:

Cindy Beteag, City Recorder

Sec. 10-7-9. Conditional use permit.

A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.

B. *Authority.*

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

Agricultural industry.

Agritourism activities.

Animal specialties.

Assisted living facility.

Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

Metal building in commercial and residential zones.

Multi family in commercial zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

Animals and fowl for recreation and family food production.

Greater size accessory buildings than permitted by this Code in residential zones.

Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

C. *Initiation.* A property owner, or the owner's agent, may request a conditional use permit as provided in subsection D1 of this section.

D. *Procedure.* An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the City's schedule of fees. The application shall include at least the following information:

- a. The name, address and telephone number of the applicant and the applicant's agent, if any;
- b. The address and parcel identification of the subject property;
- c. The zone, zone boundaries and present use of the subject property;
- d. A description of the proposed conditional use;
- e. A plot plan showing the following:
 - (1) Applicant's name;
 - (2) Site address;
 - (3) Property boundaries and dimensions;
 - (4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and
 - (5) Adjoining property lines and uses within 100 feet of the subject property;
- f. Traffic impact analysis, if required by the City Engineer or the Planning Commission;
- g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and
- h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in section 10-7-4 of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.

4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection E of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.

5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

E. *Approval standards.* The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.

2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2g of this section:

a. *Standards for a reception center.*

(1) Hours of operation must be compatible with adjoining uses and comply with City noise regulations.

(2) Parking must be provided.

(3) The use of on-street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

(4) The center must have an approved site plan.

(5) If beer, wine, or other alcoholic beverages are served, the center must be licensed by the state alcohol control board.

(6) Reception Center use must be secondary to any agricultural use on the property.

(7) Property shall be a minimum of 5 acres

(8) In RA Zoning, Reception Center shall only be used a maximum of five days a months.

Sec. 10-12-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within agricultural zones shall be as set forth in table 10-12-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-12-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18E4 of this title.

TABLE 10-12-1

PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
Agricultural uses:					
Accessory building	P	P	P	P	P
Agricultural business	P	P	P	P	P
Agricultural industry	P	P	P	P	C
Agriculture	P	P	P	P	P
Agritourism	P	P	P	P	C
Animal specialties	P	P	P	P	C
Animals and fowl for recreation and family food production	P	P	P	P	P
Stable, private	P	P	P	P	P

Residential uses:					
Assisted living facility	P	P	P	P	N
Building, accessory	P	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P
Dwelling, single-family	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	P
Dwelling, temporary	P	P	P	P	P
Guesthouse for family members and non-paying guests	P	P	P	P	P
Home base business	P	P	P	P	P
Manufactured home	P	P	P	P	P
Residential facility for elderly persons ¹	P	P	P	P	N
Residential facility for persons with a disability ¹	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N
Short term rental	N	N	N	N	P
Public and civic uses:					
Auditorium or stadium	N	N	N	N	N
Cemetery	P	P	P	P	P

Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
Convalescent care facility	N	N	N	N	N
Cultural service	P	P	P	P	P
Golf course	N	N	N	N	N
Hospital	N	N	N	N	N
Park	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	<u>CN</u>	<u>CN</u>	<u>CN</u>	<u>CN</u>	<u>CN</u>
Stable, public	P	P	P	P	C
Utility, minor	P	P	P	P	P
Utility substation	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	P	P	C	C	N
Agritourism activities	P	P	P	P	C
Animal hospital	P	P	P	P	P
Bed and breakfast, home	P	P	P	P	P
Garden center	P	P	P	P	P

Kennel, residential	P	P	P	P	P
Licensed family child care ²	P	P	P	P	P
Media service	N	N	N	N	N
Personal care service, home based ²	P	P	P	P	P
Personal instruction service, home based ²	P	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, outdoor	C	C	C	C	N
Residential certificate child care facility ²	P	P	P	P	N
Vehicle repair, limited	N	N	N	N	N
Veterinary service	P	P	P	P	P
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				

Notes

1. See chapter 46 of this title.

2. See chapter 42 of this title.

B. Accessory uses. Permitted and conditional uses set forth in table 10-12-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.

3. Accessory uses in agricultural zones shall include, but are not limited to, the following:

Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

Garages, carports, and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any applicable provision of this Code.

Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

Household pets.

Keeping of machinery, livestock, and farming equipment as needed for agricultural use.

Nurseries and greenhouses.

Playhouses, patios, porches, gazebos, and incidental storage buildings.

Produce stands.

Swimming pools and hot tubs for use by residents and their guests.

Temporary real estate offices, subject to applicable standards of chapter 48, temporary uses, of this title.

Sec. 10-14-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within residential agriculture zones shall be as set forth in table 10-14-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-14-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18E4 of this title.

TABLE 10-14-1

PERMITTED AND CONDITIONAL USES ALLOWED IN

RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
Agricultural uses:		
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	P ³
Stable, private	P	P
Residential uses:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, temporary	P	P

Dwelling, two-family	N	N
Guesthouse	P	P
Manufactured home	P	P
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Residential facility for elderly persons ¹	P	P
Residential facility for persons with a disability ¹	P	P
Residential facility for troubled youth	C	C
Short term rental ⁴	P	P
Public and civic uses:		
Auditorium or stadium	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
Convalescent care facility	N	N
Cultural service	P	P
Golf course	P	P

Hospital	N	N
Park	P	P
Protective service	P	P
Reception center	CN	CN
Stable, public	P	N
Utility, minor	P	P
Utility substation	P	P
Commercial uses:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bed and breakfast, home	P	P
Bed and breakfast inn	N	N
Garden center	N	N
Kennel, residential	P	P
Licensed family child care ²	P	P
Media service	N	N
Personal care service, home based ²	P	P
Personal instruction service, home based ²	P	P

Produce stand	P	P
Recreational vehicle park	N	N
Residential certificate child care facility ²	P	P
Residential hosting facility	P	P
Temporary trailer	P	P
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	

Notes

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. See licensing and operations requirements in title 3 of this Code.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-14-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in residential agriculture zones shall include, but not be limited to, the following:

Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any other City ordinance.

Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

Household pets.

Nurseries and greenhouses.

Playhouses, patios, porches, gazebos, and incidental storage buildings.

Swimming pools and hot tubs for use by residents and their guests.

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS TITLE 3-CHAPTER 11, 10-CHAPTER 3-SUBSECTION 4 AND 10, TITLE 10-CHAPTER 15-SUBSECTION 3, TITLE 10-CHAPTER 41, AND TITLE 10-CHAPTER 51 OF THE HURRICANE CITY CODE STANDARDS ADDRESSING SHORT TERM RENTAL STANDARDS FOR ACCSSORY DWELLING UNITS AND UNITS IN SINGLE FAMILY ZONE

WHEREAS the City Council of Hurricane, Utah has authority to adopt and regulate zoning within its boundaries; and

WHEREAS, Hurricane City's General Plan and Moderate Income Housing Plan recommends that the City adopt policies that will govern and limit the use of short term rentals within single family zones; and

WHEREAS, Hurricane City has seen a large demand for short term rentals within the City; and

WHEREAS, short term rentals can have a negative impact on the surrounding neighbors and property; and

WHEREAS, Hurricane City is facing a high demand for long term housing and has a lack of affordable options; and

WHEREAS, the City Council deems it necessary to make these changes to further govern and define short term rentals within the City.

BE IT HEREBY ORDAINED by the Hurricane City Council Hurricane City Code Title 3-Chapter 11, Title 10-Chapter 3-Subsection 4 And 10, Title 10-Chapter 15-Subsection 3, Title 10-Chapter 41, And Title 10-Chapter 51 shall be, and is hereby, amended with the additional text as follows:

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

1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.

2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED AND APPROVED this _____ day of _____, 2022.

Nanette Billings, Mayor

[Seal]
Attest:

Cindy Beteag, City Recorder

CHAPTER 10. - TRANSIENT LODGING FACILITIES

Sec. 3-10-1. - Business License Required

- A. *Business license required.* No Transient Lodging Facility in any permitted zone shall be occupied or used as short term vacation rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.
- B. Business conditions shall be subject to the terms within this Title and Title 10 of Hurricane City Code

Sec. 10-3-4. - Definitions of words and phrases.

Accessory building means a detached subordinate building located on the same lot with a main building, the use of which is customarily incidental to that permitted in the main building, or to the land upon which the main building is located.

Accessory dwelling unit (ADU) means a subordinate residential dwelling unit that is being used for housing guests, renters, or any long-term or short-term stay of any persons not qualifying as the property owner's Family, as that term is defined in this section.. Each subordinate residential dwelling unit meeting this definition shall constitute a separate ADU regardless of how the units are configured or accessed. Guesthouses and casitas shall be considered an ADU when used for housing guests, renters, or any long-term or short-term stay of any persons not qualifying as the property owner's Family, as that term is defined in this section. An ADU may be internal, attached, or detached from the primary dwelling. All ADUs must meet the requirements of chapter 41 of this title.

Accessory use. See definition of *use*, *accessory*.

Apartment house. See definition of *dwelling*, *multiple-family*.

Bed and Breakfast Inn means a commercial activity within a residential structure, in a residential or a commercial zone, where five or more rooms may be rented to paying guests on a nightly basis, and the breakfast meal is provided for in the rental rate pursuant to the requirements of this chapter.

Building means a permanently located structure having a roof supported by columns or walls for the shelter, housing, or enclosure of any person, animal, article, or chattel.

Duplex. See definition of *dwelling*, *two-family*.

Dwelling means any building, or portion thereof, having one or more dwelling units occupied as, or designed or intended for occupancy as, a residence by one or more families as permitted by this title, but not including hotels, motels, boarding houses, or other facilities offering transient lodging facilities.

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

Hotel means an establishment with or without fixed cooking facilities in individual rooms offering transient lodging accommodations to the general public, and which may provide additional services such as restaurants and meeting rooms. Hotels shall contain four or more sleeping rooms.

Household means a family living together in a one-dwelling unit with common access to and common use of all living and eating areas and facilities for the preparation and serving of food within the dwelling unit.

Kitchen means an area within a dwelling unit which contains a sink, fixed cooking appliances, and refrigeration facilities.

Motel means any building or group of buildings containing four or more sleeping rooms, with or without fixed cooking facilities, designed for temporary occupancy by tourists or transients, with a garage attached or parking space conveniently located to each unit.

Residential Hosting means a limited commercial activity within an owner occupied single family residential structure where not more than four sleeping rooms not occupied by the full-time residents may be rented to paying guests on a nightly basis.

Short Term or Vacation Rental means any dwelling unit used as a transient lodging facility.

Transient Lodging Facility means any establishment that receives payment in any form in exchange for the use of any unit for one to 30 days, including any hotel, motel, time period unit, hostel, boarding house, vacation rental property, short term rental, or bed and breakfast inn.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2004-15, 6-17-2004; Ord. 2005-15, 7-21-2005; Ord. 2008-4, 3-6-2008; Ord. 2009-01, 2-5-2009; Ord. 2011-11, 12-15-2011; Ord. 2012-8, 10-18-2012; Ord. 2013-10, 10-3-2013; Ord. 2014-10, 11-6-2014; Ord. 2015-3, 2-19-2015; Ord. 2015-12, 12-17-2015; Ord. 2016-11, 11-17-2016; Ord. 2017-03, 1-19-2017; Ord. 2017-06, 2-16-2017; Ord. 2018-04, 4-5-2018; Ord. 2018-12, 10-18-2018; Ord. 2019-04, 5-2-2019; Ord. 2020-03, 2-6-2020; Ord. No. [2022-10](#), 5-19-2022; Ord. No. [2022-36](#), 8-18-2022)

CHAPTER 41. - ACCESSORY DWELLING UNITS

Sec. 10-41-1. - Purpose.

The purpose of this chapter is to establish use and development regulations for accessory dwelling units. These regulations are intended to ensure that limited use of accessory dwelling units allowed in a residential zone do not disturb the single-family residential character of a neighborhood.

(Ord. 2018-04, 4-5-2018; Ord. No. [2022-10](#), 5-19-2022)

Sec. 10-41-2. - Scope.

The requirements of this chapter shall apply to all accessory dwelling units in single-family zones. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws.

(Ord. 2018-04, 4-5-2018; Ord. No. [2022-10](#), 5-19-2022)

Sec. 10-41-3. - Permitted use.

A single accessory dwelling unit shall be allowed as permitted uses as listed in 10-13-3 and 10-14-3, and shall be subject to the development standards of this chapter. The definition of each use is set forth in 10-3 of this title.

(Ord. 2018-04, 4-5-2018; Ord. No. [2022-10](#), 5-19-2022)

Sec. 10-41-4. - Development standards; permitted use.

The development standards set forth in this section shall apply to any accessory unit allowed as a permitted use.

- A. *Definition; setbacks and size.* An accessory dwelling unit is an accessory use to the main residential dwelling unit. Setbacks and size and lot coverage limitations established for accessory buildings in each zone shall apply.
- B. *Egress and life safety requirements.* The dwelling unit must meet egress and life safety requirements of the International Residential Building Code.
- C. *Ownership.* The owner or an immediate family member of the property owner shall reside on the property as their primary residence as a condition for an accessory dwelling unit to be rented. For long term occupancy, the property owner may live in the accessory building or the primary building. Only the accessory unit may be used as a short-term rental pursuant to chapter 51 of this Code.
- D. *Limit.* Generally, only one accessory dwelling unit and/or casita shall be established on one residential property. However, two accessory dwelling units may be allowed by a conditional use permit pursuant to section 10-7-9 of City Code.
- E. *Entrance.* The accessory dwelling unit may have its own outside entrance.
- F. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for onsite parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.
- G. *Secondary use.* The accessory dwelling unit shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes.
- H. *Maximum size.* The accessory dwelling unit, if it is detached, must meet the size limitations for the zone or have been granted a conditional use permit.

- I. *Residential hosting.* One accessory dwelling unit may be used per residential lot for residential hosting pursuant to Title 10-51 of the City Code.

(Ord. 2018-04, 4-5-2018; Ord. No. [2022-10](#), 5-19-2022)

Sec. 10-41-5. - Compliance with development standards.

- A. Residential properties with accessory dwelling units found to be in violation of the development standards set forth in section 10-42-4 of this title shall be subject to all applicable remedies set forth in chapter 9 of this title to ensure compliance.
- B. In order to ensure accessory dwelling units meet the development standards, a permit must be issued by the City for any use of the unit described in sections 3-9-2 and section 10-51.

(Ord. 2017-03, 1-19-2017; Ord. No. [2022-10](#), 5-19-2022)

CHAPTER 51. -Transient Lodging Facilities

Sec. 10-51-1. - Purpose.

The purpose of this chapter is to establish use and development regulations for Transient Lodging Facilities to ensure their compatibility with adjoining uses, particularly when located in a residential zone.

Sec 10-51-2 Definitions

As used throughout this chapter, the following terms or phrases shall have the following meanings:

Bed and Breakfast Inn means a commercial activity within a residential structure, in a residential or a commercial zone, where five or more rooms may be rented to paying guests on a nightly basis, and the breakfast meal is provided for in the rental rate pursuant to the requirements of this chapter.

Boarding House means a building with not more than five guestrooms, where, for compensation, meals are provided for not more than 15 persons.

Hostel means an establishment in which people are lodged for a single night or less than a week at a time, excluding short term rental complex, bed and breakfast inn; hotel; or motel.

Hotel means an establishment with or without fixed cooking facilities in individual rooms offering transient lodging accommodations to the general public, and which may provide additional services such as restaurants and meeting rooms. Hotels shall contain four or more sleeping rooms.

Motel means any building or group of buildings containing four or more sleeping rooms, with or without fixed cooking facilities, designed for temporary occupancy by tourists or transients, with a garage attached or parking space conveniently located to each unit.

Residential Hosting means a limited commercial activity within an owner occupied single family residential structure where not more than four sleeping rooms not occupied by the full-time residents may be rented to paying guests on a nightly basis.

Recreation Resort Short Term Rentals means any dwelling unit used as a transient lodging facility within the Recreation Resort Zone as governed by Hurricane City Code 10-26.

Short Term or Vacation Rental means any dwelling unit used as a transient lodging facility.

Short Term Rental Complex means any group of two to three Short Term Rental units within commercial zones.

Time Period Unit (timeshare) means a multi-unit project in which an annually recurring part or parts of a calendar year specified in the condominium declaration or

other document as a period for which a physical unit is separately owned. Separate ownership is represented by shares in a corporation, a partnership interest, or any other individually owned transferable property right or interest.

Transient Lodging Facility means any establishment that receives payment in any form in exchange for the use of any unit for one to 30 days, including any hotel, motel, time period unit, hostel, boarding house, vacation rental property, short term rental, or bed and breakfast inn.

Whole Home Vacation Rental means an entire single family residential structure, which is not owner occupied but is managed locally, which is located in a single family zone as listed in Hurricane City Codes 10-13 and 10-14 that is conditionally permitted on a per capita and unit separation basis, to be rented out short-term to nightly guests.

Sec. 10-51-3. Management

- A. Each Bed and Breakfast Inn, Boarding House, Hostel, Hotel, or Motel must maintain an office on the premises in charge and under the immediate supervision of a manager or attendant at all times. Such office shall remain continuously open and staffed whenever guests are registered or present and when the facility is open to receive guests.
- B. Short Term Rental Complexes must have management located within Hurricane City boundaries and be available at all times to respond to complaints or issues raised by those staying within the complex. A phone number for management must be posted within each unit and be given to the City with the business license application.
- C. Residential Hosting Units shall be managed by the owner and meet accessory dwelling unit standards in Title 10 Chapter 41 of the Hurricane City Code.

Sec. 10-51-4. - Disclosure of available rooms.

- A. Each transient lodging facility shall disclose to the business license officer the current number of rooms available and/or held out for public accommodation, or, in the case of vacation rentals, the total number of people the dwelling can safely accommodate:
 - 1. At the time of initial licensure or license renewal; and
 - 2. Within 72 hours of any change in the number of such available rooms or accommodation of guests.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-5. - Display of license; guest register.

- A. Business license required. No Transient Lodging Facility in any permitted zone shall be occupied or used as Short Term or Vacation Rental until such time that the owner has obtained a business license in accordance with this section's provisions.

A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. A register of all guests shall be kept at all times on the transient lodging facility premises except for Short Term or Vacation Rentals or Short Term Rental Complexes. The guest register shall contain in ink the following information about each guest for which the transient lodging facility affords accommodations:

1. Name and permanent address.
2. Dates of arrival at the transient lodging facility and departure from the transient lodging facility.
3. License plate number, state of licensure, make, type, and color of all motor vehicles.
4. Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering and indicating which type of identification was verified and the identification number shown on said identification.

C. The guest register required by this section shall be kept current and shall be immediately available at all times for inspection upon the demand of police officers or City officials.

D. Short Term or Vacation Rental business license owners must keep an accurate register of all guests containing all the above information that can be provided upon the demand of police or emergency services personnel or City officials.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-6. - Occupancy.

It shall be unlawful for any transient lodging facility unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-7. - Responsibility for minors.

No Transient Lodging Facilities unit shall be rented, leased, or registered to any person under the age of 18 years. Each person to whom a lodging unit is rented, leased, or registered shall be responsible for any minors occupying such unit and shall remain on the transient lodging facility premises at all times while there are minors occupying such unit.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-8. - Length of stay.

No person shall occupy any unit or combination of units at any one transient lodging facility for longer than 30 consecutive days, and no transient lodging facility shall permit any person to occupy any unit or combination of units on the facility premises for longer than 30 consecutive days. This section shall not apply to federal, state, or municipal law enforcement or emergency personnel, or to transient lodging facilities renting, leasing, or registering units to such personnel. Vacation Rental properties may be occupied for longer than 30 days but must still comply with all vacation rental regulations.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-9. - Sanitary facilities.

A. Each lodging unit held out for public accommodation must comply with the minimum rules established by the state department of health.

B. It shall be unlawful to rent, lease, or otherwise hold out for public accommodation any transient lodging facility unit which does not have:

1. A complete operable bathroom, including flush toilet, sink, and bath or shower in working order; and
2. For each guest, an adequate daily supply of at least the following sanitary supplies:
 - a. Hot and cold running water.
 - b. Soap.
 - c. Towels.
 - d. Toilet paper.
 - e. Clean linen.

C. Each transient lodging facility shall be cleaned after the departure of each guest and before the arrival of any subsequent guest.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-10. - Inspections.

Each transient lodging facility shall comply and cooperate with any fire, land use, code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice. Each Short Term Rental Unit shall be inspected by the Fire Marshal or their representative each year upon their license renewal.

(Ord. 2015-2, 2-19-2015)

Sec. 10-51-11. - Duty to report.

Any owner, manager, or attendant of any facility covered by this section shall report promptly to the proper authorities any violations of a municipal ordinance or any violation of law which he or she has reason to believe was or is being committed on the premises.

10-51-12 General Development and Maintenance Standards

A. *Maintenance standards.* Any property that contains a dwelling which is licensed as Transient Lodging Facilities shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the area;
2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and
3. Each sleeping room must meet current international residential code codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

B. *Prevention of noise, nuisance or trespass.* The owner of any Transient Lodging Facility shall be responsible to ensuring that guests or occupants do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.
3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.
4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.
5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

C. *Required posting.* The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a Short Term or Vacation Rental:

1. A copy of the vacation rental business license.
2. The name, address, and phone number of the owner or property manager.
3. The location of all fire extinguishers.

4. A list of all rules applicable for vacation rentals.
5. The maximum occupancy of the vacation rental and the maximum number of vehicles allowed.

D. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any dwelling for which a Transient Lodging Facilities license has been issued:

1. Outdoor pools, hot tubs or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.
2. Maximum occupancy in any dwelling licensed as a Short Term or Vacation Rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.
3. The owner of any property containing a dwelling licensed as a Short Term or Vacation Rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short term vacation rental property.
4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.
5. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.
6. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license review shall be required before a license is issued and each year before renewal. Additional inspections may be performed with 24-hour notice to the license holder/property manager if deemed necessary by the City. An inspection of a vacation rental property for compliance with these regulations will be

performed at the time of the business license review. Additional inspections may be performed with 24 hour notice to the license holder/property manager if deemed necessary by the City.

7. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes.

Sec. 10-51-13. - Whole Home Vacation Rentals.

- A. Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection C of this section and total license limits listed in subsection D of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.
- B. *Business license required.* No dwelling in any permitted zone shall be occupied or used as Short Term or Vacation Rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section.
- C. *Conditions for issuance of a business license for a Short Term or Vacation Rental.* Issuance of a Short Term or Vacation Rental business license by the Business License Officer shall be subject to the following:
 - 1. A complete application for a short term vacation rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:
 - a. The name, address and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and
 - b. A valid state tax number for remittance of transient lodging taxes.
 - 2. The dwelling unit for which the business license is sought shall be located in a permitted zone according to this title and that has been built to meet building and fire codes for transient occupancy and has been issued a certificate of occupancy.
 - 3. Portions of a single-family dwelling may not be used as a short term rental unless located within a Recreation Resort Zone or appropriately licensed for Residential Hosting vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A Short Term or Vacation Rental and Residential Hosting facility located in a residential zone may not be located in the same single-family dwelling.
 - 4. In permitted single-family zones, the owner of a single-family dwelling for which a Short Term or Vacation Rental business license is sought shall

not hold a business license to operate another short term vacation rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling.

5. In permitted single-family zones, a Whole Home Vacation Rental license shall not be issued if there is another licensed Whole Home Vacation Rental property located within 300 feet, as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. This criterion does not apply to Residential Hosting, Recreation Resort zoning, or Transient Lodging Facilities uses within commercial zoning.

D. *Limit on the total number of Whole Home Vacation Rental licenses within single-family zones as contained in title 10, chapters 13 and 14 of this Code.* The total number of short term vacation rental business licenses issued within single-family zones shall be limited in accordance with the following:

1. The maximum number of Whole Home Vacation Rental business licenses for properties in single-family zones to be issued shall be based on the city's total population, allowing three licenses for every 1,000 people of the total population.

2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.779 residents per unit to the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until the City population justifies additional license availability.

3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have 45 days from the date of such notice to file a complete application and pay the filing fee, and six months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said 45 days, or fails to complete the licensing process within said six months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

4. In the event of a sale or other transfer of any property containing a dwelling licensed as a Whole Home Vacation Rental, the purchaser or

transferee of the property shall be required to apply for a new license within 45 days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said 45 days, the license will be forfeited and the owner must reapply for any available license or be placed on the waiting list.

E. *Parking regulations.* The owner of any property licensed as a Whole Home Vacation Rental shall provide off street parking for guests in accordance with the following:

1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.
2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.
3. All guest parking shall be contained off-street and on the site.
4. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.
5. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.
6. No recreational vehicles or trailers of any kind may be parked on the public street .
7. Owner shall supply a parking plan that complies with this section with the business license application.

10-51-14 Residential Hosting Facilities

A. Conformity with standards and business license required. No Residential Hosting Facility shall be established unless:

1. The facility can meet the development standards of this chapter;
2. A business license has been issued in accordance with the regulations in title 3 of this Code;
3. Operation of a Residential Hosting Facility without a current City business license is considered a violation and each day of operation shall be considered a separate offense.

(Ord. 2017-14, 8-17-2017)

B. Development standards; Residential Hosting Facilities. The development standards set forth in this section shall apply to all Residential Hosting Facilities within permitted residential zones.

1. *Location.* A residential hosting facility shall be located in a single family residential structure deemed suitable for habitation.
2. *Number of Accessory Dwelling Units (ADU).* Only one ADU may be used as a residential hosting facility on any one lot, as those terms are defined in Title 10, Chapter 3 and Chapter 41 of the Hurricane City Code.
3. *Accessory Dwelling Units.* The use of an accessory dwelling unit for a residential hosting facility shall be governed by Hurricane City Code 10-41 and standards within this and other applicable chapters.
4. *Guestrooms.* Rentable guestrooms shall be limited to not more than four bedrooms in the primary dwelling or four bedrooms in the entirety of one ADU for each home bed and breakfast or residential hosting facility. Total number of occupants, including an owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each rentable guestroom.
5. *Number of Bookings.* No more than one bookings may occupy any residential hosting facility at any one time.
6. *Current codes.* Guestrooms must meet current international residential codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping guestroom.
7. *Meals.* If meals are offered, meals shall be served only to overnight guests.
8. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain the residential character, and provide a visual buffer for on site parking in relation to adjacent properties and the street.
9. *Parking.* Nonfrontage, off street parking shall be provided as follows:
 - a. Two spaces for owner.
 - b. One space per guestroom.
 - c. Parking must be located on the same property as the guestrooms.
 - d. Tandem parking is permitted for one space only.
 - e. Off street parking may not be provided within the front yard setback other than the existing driveway.
 - f. Landscaping is required between parking and adjoining residential properties.
9. *Signs.* Only one sign not larger than one foot by two foot in size may be used to advertise a home bed and breakfast or residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.
10. *Street standards.* A home bed and breakfast or residential hosting facility shall be located on a street that meets fire code requirements.
11. *Structural modifications.* A valid building permit is required before any structural modifications or additions may be made to a building to be used pursuant to this chapter. A business license to operate a home bed and breakfast or residential hosting facility shall not be issued for a property that was modified or added to without a valid building permit. A previously-issued business license shall be

subject to revocation pursuant to Title 3 of the City Code upon evidence that the structure was modified or added to without a valid building permit. Provided, however, that a business license may be issued or maintained for a structure that was modified or constructed without a building permit if all applicable fines are paid and the Hurricane City Building Official is provided with adequate evidence to the satisfaction of the Official that the modification or construction was done in compliance with the building code and fire code.

12. *Other regulations.* A residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

(Ord. 2015-12, 12-17-2015; Ord. 2018-04, 4-5-2018; Ord. No. [2022-10](#), 5-19-2022)

Sec. 10-51-15 Recreation Resort Units

Recreation Resort Short Term Rental units shall be subject to the provision of this chapter.

Sec. 10-51-16. - Development standards; Bed and Breakfast Inn.

A bed and breakfast inn may be established in any zone where allowed as a permitted or conditional use, and shall conform to applicable commercial construction codes, zoning requirements, state health department requirements and the requirements of any other applicable codes and/or ordinances adopted by the City.

(Ord. 2015-12, 12-17-2015)

Sec. 10-51-17. - Penalty; suspension or revocation of license.

A. Enforcement provisions.

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be subject to a civil citation with a penalty of \$750 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also shall be guilty of an infraction, which shall be punishable by a fine of up to \$750.00 for each such violation. In addition, in the event that such dwelling is on the waiting list described in subsection C3 above at the time of such violation, the business license application for said dwelling shall be removed from said waiting list and the dwelling shall not be considered for a short term vacation rental business license unless a new application is submitted

2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a Short Term or Vacation Rental, thereafter operates or permits the operation of said short term vacation rental in violation of the terms and provisions of this section

shall be subject to a civil citation with a penalty of \$750 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall be guilty of an infraction, and shall be punished by a fine of up to \$750.00 for each such violation.

3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other civil or criminal process in accordance with all state, federal or local statutes, rules or ordinances.

4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.

5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Council may, depending on the nature or extent of the violations, proceed with the revocation of the business license for any short term vacation rental property in accordance with the provisions of the general business license ordinance.

6. In the event of a license being revoked by the City Council for violations of this chapter, the owner of the property in question shall not be issued a new vacation rental business license for a period of one year.

B. In addition to the denial, suspension, revocation or refusal to renew a license as outlined in section 3-1-9 of Hurricane City Code, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

(Ord. 2015-2, 2-19-2015)



STAFF COMMENTS

Discussion regarding the **municipal election** for Hurricane City

Discussion:

The City entered into an interlocal agreement with Washington County for election services in 2019 and 2021. The total cost was \$33,185.13 in 2019 and \$39,584.06 in 2021. A breakdown of how the fees were calculated in 2021 is attached. For the upcoming 2023 elections, the Council needs to decide if it wants to contract with the County again to do the elections or if it wants to try to take on some of the election obligations. It is possible that the County would agree to an interlocal agreement whereby the County could administer some aspects of the election but leave some aspects to the City.

The Utah Election Code governs municipal elections. In anticipation of this discussion, the City Attorney briefly reviewed the Election Code. Some key points that may be helpful to the Council are as follows:

1. Elections shall be administered primarily by mail. UCA 20A-3a-202(1)(a).
2. If the City decides to administer the election, there are many compliance requirements that will require substantial City resources, including staffing and purchasing of materials. As one example, the County has previously obtained and maintained the signatures of each registered voter and compares the signature on each ballot. If the City wants to administer the election, the City will need to obtain and maintain the signatures and check each ballot. UCA 20A-3a-202(6). As another example, the form and content of the ballots is strictly regulated and will require hiring a specialized company. UCA 20A-6-401 et seq.
3. Automated voting systems are permitted but not required. UCA 20A-5-302.

Findings:

Recommendation:

Staff's recommendation is to continue the practice of contracting with Washington County to administer the City's municipal elections. This recommendation is based on two considerations: (1) The County has already invested in the equipment to administer elections, whereas the City would need to make the same investment if it administered the election, especially if automatic voting machines are to be used and (2) The time commitment of Administration Staff to administer an election will further strain already-strained City resources.

Staff requests that the Council give direction on how to proceed to prepare for the 2023 municipal elections.

Attachments:

1. Election Services

Election Services / BY MAIL Election ONLY

Washington
County as Election
Vendor

NOTE: ES&S per click fee for Ballot on Demand Ballots
is not included in this and will be charged in another billing

0	\$	0.45	\$0.00
---	----	------	--------

Total Ballot on Demand Per Click Fee	\$0.00
--------------------------------------	--------

Ballot Programming, signature verification and Testing Estimate

Ballot Programming	11,234	\$	0.10	\$1,086.33
Logic and Accuracy Testing per election / By				
Mail Ballots	1	\$	150.00	\$150.00
Public Demonstration / Testing	1	\$	150.00	\$150.00
Poll Book Programming Early Voting and				
Election Day	2	\$	50.00	\$100.00
MBV Signature Verifying per click fee	11,234	\$	0.20	\$2,246.80
On site support	11,234	\$	0.15	\$1,685.10

Total	\$5,418.23
-------	------------

	Per Election	Per Person	Total Per Election
Poll Manager, Election Worker Training			
Poll Manager	2	\$ 150.00	\$300.00
Election Worker	8	\$ 75.00	\$600.00
Total			\$900.00

	Per Location	Locations	Total per election
Machine Delivery and Pick Up			
Monday before the Election	\$75.00	1	\$75.00
Wednesday after the Election	\$75.00	1	\$75.00
Early Voting	\$75.00	1	\$75.00
Total			\$225.00

	Per Hour	Minimum	Per Election
Counting and Cavassing			
County Election Staff	\$50.00	4	\$200.00
Extra Counting Staff / 6 people per hour	\$60.00	4	\$240.00
Canvass Preparation	\$50.00	2	\$100.00
Signature Verification / 6 people per hour	\$60.00	4	\$240.00
Total			\$780.00

Estimated Election Total	\$21,803.02
---------------------------------	--------------------

Approximate Cost for By Mail Ballots**Hurricane City****K&H Printers**12/18/2020 **11,234 active voters****Ballots**

Item:	Description	Actual Qty	Each	Extended Price
Lot 1	TEST Ballot Type	1	\$ 25.00	\$25.00
	TEST Ballots - Marked		\$ 0.50	\$0.00
	Total: Lot 1			\$25.00
Lot 2	Preparing Permant Absentee and Vote by Mail Ballots			
	Account Management	11,234	\$ 0.32	\$3,639.82
	Mail Ballots	11,234	\$ 0.31	\$3,482.54
	Total: Lot 2			\$7,122.36
Lot 3	Preparing Polling Place Ballots			
	Provisional Ballots/Poll Location	0	\$ 0.32	\$0.00
	Test Ballots - Blank	0	\$ 0.32	\$0.00
	Vault / Counter Ballots / EXTRA	0	\$ 0.32	\$0.00
	Total: Lot 3			\$0.00
Lot 4	Preparing Supplemental Absentee Ballots			
	Number of packages (ballot sets)	0	\$ 0.73	\$0.00
	Total: Lot 4			\$0.00
Lot 5	Printing Ancillary Materials			
	*Outer and Return Envelopes with County Address outgoing and return with 1 insert	11,234	\$ 0.25	\$2,834.34
	Total: Lot 5			\$2,834.34
	Freight	11,234	\$ 0.02	\$240.41
	Postage:	11,234	\$ 0.38	\$4,257.69
	Total Lot 5			\$4,498.09



STAFF COMMENTS

Consideration and possible approval of an **appeal to the denial of a residential hosting application** - Kelly Ashcroft

Discussion:

Applicant applied for a residential hosting license for a detached casita. Staff has denied the application due to Applicant's failure to meet City Code. Applicant is appealing the denial as allowed by City Code.

The application for a residential hosting license was denied because the structure in which the proposed rental will be is not a lawful structure. Staff was able to verify a building permit was pulled in 2019 but it was for a shop only. The plans for the shop show a bathroom and sink, but the plans show the bathroom and sink in a different location than where the proposed rental is shown. The plans submitted with the building permit plainly do not show a living area. A note submitted with plans by the Applicant states that the building will be a "shed." County records only show the building as a wood shop and only reference one building on the property, so Applicant is not paying taxes on a second habitable structure. Applicant has, without a building permit and without inspections, modified the structure to add a residential living area within the shed. Just as with other structures, development standards for residential hosting facilities require that a building permit be obtained for modifications of structures or construction of new structures. HCC 10-51-4. Now that the unauthorized construction has been completed, the required inspections cannot be completed without damage to the structure--such as removing sheetrock to inspect electrical wiring and plumbing.

Not only is the issuance of a residential hosting license prohibited by ordinance in these circumstances, but staff is also concerned about authorizing the use of an uninspected shed to house short-term renters. The residential component of the shed has not been inspected and the City cannot know if the structure is safe to habitate.

Findings:

Staff makes the following findings:

1. Applicant violated City Code by constructing a residential living area inside a building that was only approved and constructed as a shop.
2. Applicant does not qualify for a residential hosting license for failure to comply with the development standards of HCC 10-51-4; specifically, the structure is not a lawful structure because it was built and modified without the requisite permits and related inspections.

Recommendation:

Staff recommends that the City Council denies Applicant's appeal because modifications were made to the building without proper permits or inspections.

Attachments:

1. KAM Family Partnership documentation
2. Ashcroft response

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

November 15, 2022

KAM Family Partnership
599 S Main
Hurricane, UT 84737

Mr. Ashcroft,

On November 8, 2022, a residential hosting license application was submitted to my office for KAM Family Partnership along with payment of the license and application fees. This application was reviewed in accordance with licensing procedures, and it was determined that the license could not be approved because modifications converting a detached shop to living space was done without a building permit or inspections.

Please find enclosed a reimbursement check for \$50.00 you paid for the Business License. The \$25.00 for the application fee is not refundable. Operating the business without a license will subject you to a citation for operating without a valid business license.

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

Thank you,

Cindy Beteag

Cindy Beteag
City Recorder



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

Date of Application _____

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

◆ **BUSINESS LICENSE APPLICATION HOME BED AND BREAKFAST OR RESIDENTIAL HOSTING** ◆

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

SECTION A — BUSINESS INFORMATION

Name of Business: KAM FAMILY PARTNERSHIP
Business Phone: 435-467-0208 Fax Number: -
Business Address: 599 SOUTH MAIN, HURRICANE UT 84737
Mailing Address (if different): -
State Sales Tax Number (if applicable): _____ Dept. of Commerce Entity #: 2103991-0180
Professional License # (if applicable): _____ Federal Identification #: _____
Website: _____ E-Mail Address: ASHCROFT-5@HOTMAIL.COM
Description of Business: RESIDENTIAL HOSTING - SHORT TERM RENTAL
Business Type (check one): Proprietorship ☐ Partnership ☒ Corporation ☐

PART B — Residential Hosting or Home Bed and Breakfast Questionnaire

- Number of parking spaces for owner _____ Number of guest parking spaces _____ Number of permanent residents _____
DIAGRAM OR PHOTOGRAPH OF PARKING FACILITIES MUST BE INCLUDED!
· Total number of guest rooms 1
· Smoke and CO₂ detectors in each guest room? Yes No
· Fire exiting route plan posted in each guest room? Yes No
· Landscaping completed? Yes No
· Will there be a sign on the property for the business? Yes No
· Size and location of sign (maximum allowed 1' X 2') _____

PART C — BUSINESS OWNER INFORMATION

If other than sole proprietor, a list of all corporate officers or partners must be included. This list must include name, home address, and phone number.

Owner's Name: Kelly Ashcroft Title: GENERAL PARTNER
Home Address: 599 South Main HURRICANE UTAH 84737
(Street Number) (City) (State) (Zip)
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Home Phone: [REDACTED] Cell Phone: [REDACTED]

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

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

LIST TWO RESPONSIBLE / AVAILABLE EMERGENCY CONTACTS:

Name: MARY LU ASHCROFT
 Address: 599 South MAIN HURRICANE UT 84737
 Phone: [REDACTED]
 Name: ANDY ASHCROFT
 Address: 599 South MAIN HURRICANE UT 84737
 Phone: [REDACTED]

PART D — HURRICANE VALLEY FIRE DISTRICT

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

☐ **Inspection Required. Contact the Fire Dept at 435-635-9562 to schedule a fire inspection.**

☐ **No Inspection required at this time.**

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

[Signature] 11/7/2022
 Applicant's Signature Date

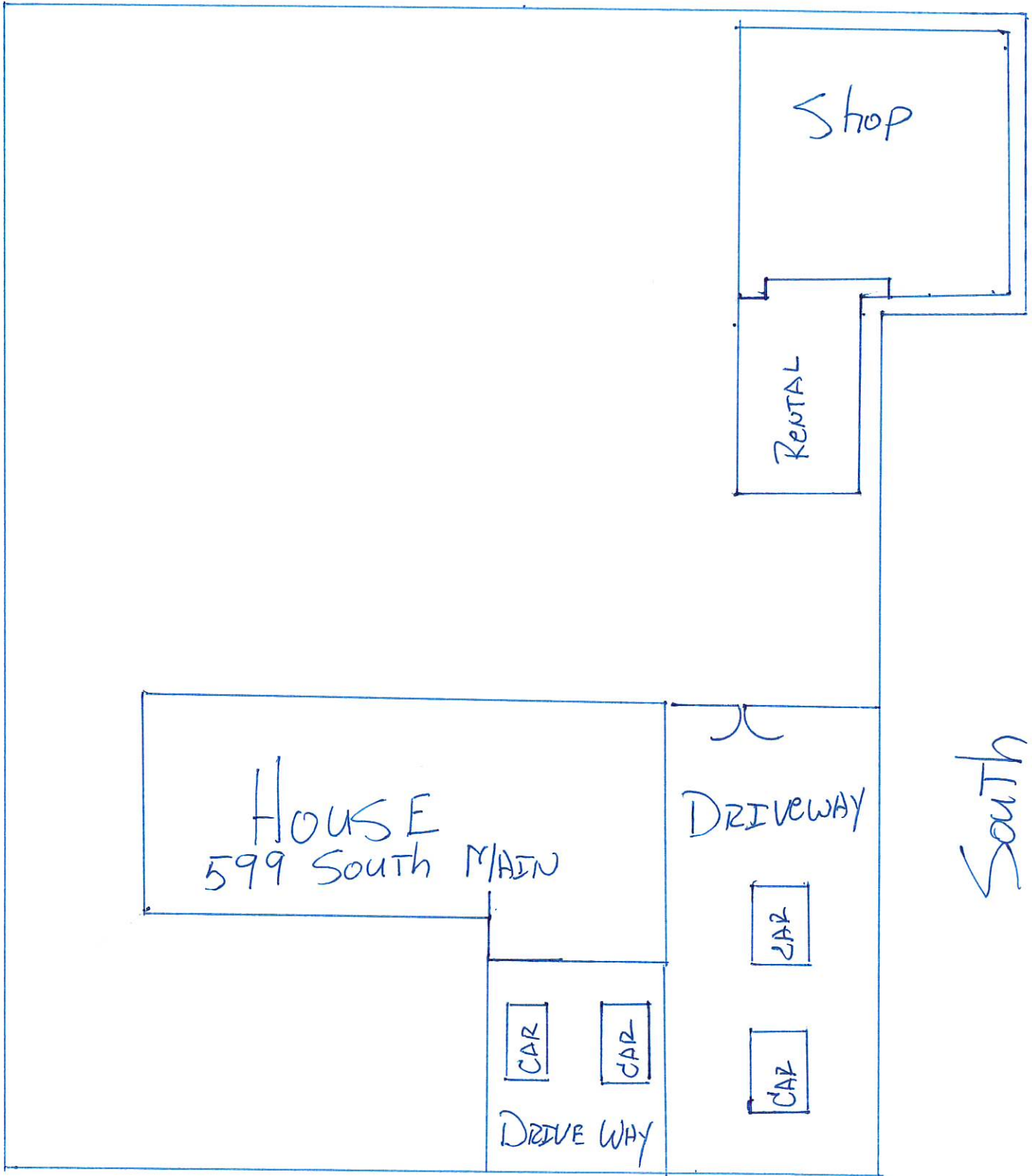
I REPRESENT, COVENANT AND AGREE: (a) that this home is my primary residence and will be occupied by me whenever guests are present, and that I will not rent rooms occupied by me or other family members who occupy the home as their primary residence, (b) to comply with all regulations of Title 3 Business License Regulations, (c) that business shall not commence or be conducted at this location until a business license has been issued by the City of Hurricane, (d) that an inspection must be completed and the building approved by the appropriate Building, Zoning, Fire and Health authorities prior to issuance of a business license, (e) that any misrepresentation contained herein or any violation of any of the foregoing shall constitute grounds for denial or revocation of a business license.

[Signature] 11/7/2022
 Applicant's Signature Date

TOTAL FEES \$ <u>75</u>	Office Use Only	AMOUNT PAID \$ <u>75</u>
DATE <u>11/8/22</u>	RECEIPT # <u>7.703218</u>	
CITY LICENSE NUMBER _____		
Home Occupation: ☒ yes / no	Zone: <u>R1-10</u>	Permitted Use: ☒ yes / no
Planning Commission Approval Required: yes / no, if yes, which approval: site plan / conditional use		
Planning Commission approval date: <u>N/A</u> Zoning approval/date: <u>11/9/22</u>		
New Construction: yes / no	Remodel: yes / no	Building Permit: yes / no
Certificate of Occupancy or Tenant Improvement inspection required: yes / no <u>?</u>		

EAST

North



STREET West

South

★ BECOMES PERMIT
WHEN SIGNED & PAID

HURRICANE

ION

★ Date of Application _____ Date Work Starts _____

★ Name of Applicant _____

★ Lot # _____ ★ Phase _____ ★ Subd. Name & Number _____

★ Bldg Address _____

★ Cost of Construction _____ ★ Assessors P _____

★ Single Family ☐ Condo ☐

Apartment ☐ Townhomes ☐ Other ☐

Owner Builder ☒ Custom ☐ ★ Construction _____

Spec. Home ☐ # Of Units ☐ New ☐

★ Owner of Property _____ Phone _____

★ Mailing Address _____ City _____

★ Architect or Engineer _____ Phone _____

★ General Contractor _____ Phone _____

★ Business Address _____ ★ State Lic. No. _____ ★ City/Co. Lic. No. _____

★ Electrical Contractor _____ Phone _____

★ Business Address _____ ★ State Lic. No. _____ ★ City/Co. Lic. No. _____

★ Plumbing Contractor _____ Phone _____

★ Business Address _____ ★ State Lic. No. _____ ★ City/Co. Lic. No. _____

★ Mechanical Contractor _____ Phone _____

★ Business Address _____ ★ State Lic. No. _____ ★ City/Co. Lic. No. _____

★ Other Sub. Contractors _____

★ Type of Improvement / Kind of Const. ☐ Mobile Home ☒ Other

☐ Sign ☐ Ret. Wall ☐ Pool ☐ Fence

☐ Repair ☐ Move ☐ Convert Use ☐ Demolish

★ No. of offstreet parking spaces: _____

Minimum Setbacks in Feet From Property Lines

Front _____ Side _____ Side _____ Rear _____ Zone _____

SPECIAL CONDITIONS / COMMENTS

Min. Floor Elevation to be not less than 12 inches above back of curb or crown of road.

Can be within 2' of the
Side and back property
line with drip edge
of building

We need to
see if this
needs a red
tag
Thanks
Toni

Permit Number
HUR190614342

FEE SCHEDULE

5 Valuation 25.875

Special Approvals _____ Re _____

City Zoning Approval _____

Board of Adjustment / PC _____

Health Department _____

Fire Department _____

Soil Report _____

Flood Plain _____

Flood _____

Sewer or Septic Tank _____

City Engineer (off site) _____

☒ Frame ☐ Brick Var. ☐ Stucco
☐ Brick ☐ Block ☐ Concrete ☐ Steel
Max. Occ. Load _____

Fire Sprinkler ☐ Yes ☒ No

① IMPACT ② CONNECTION ③ PERMIT FEE

Public Safety _____

Water _____

Sewer _____

Park & Rec. _____

Streets _____

Power _____

SUBTOTAL →

② Water Meter (Size _____)

Sewer _____

Anti-siphon _____

SUBTOTAL →

③ Bldg. Permit 405.35

Drainage _____

H.P. _____

Fire Hydrant _____

State Permit tax 4.01

Sewer Permit _____

SUBTOTAL →

TOTAL 405.36

This application does not become a permit until signed below.

Plan Chk. OK by _____

Signature of Approval _____

Date 6/6/19

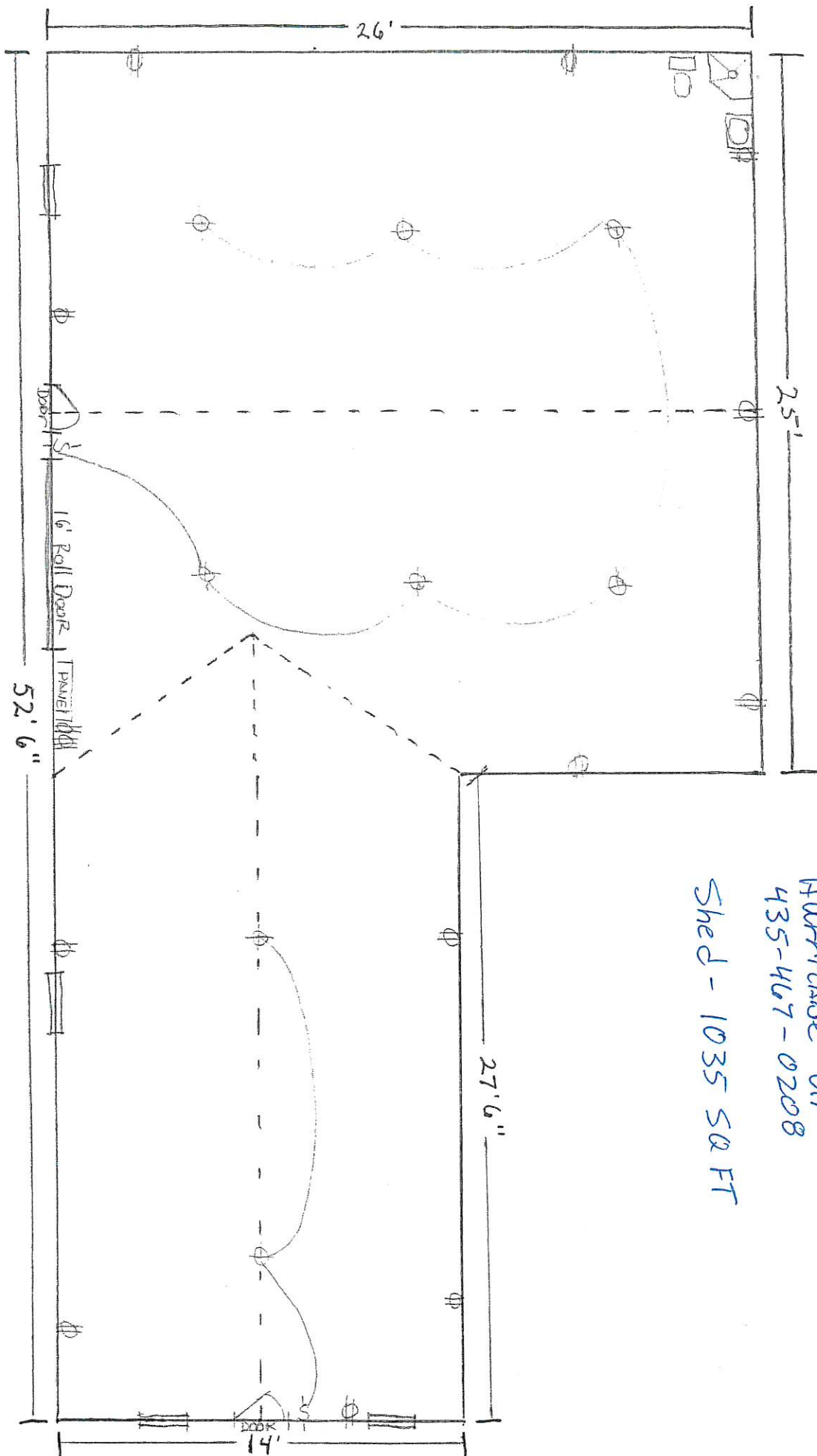
This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction of work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied within whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.

★ Signature of Contractor or Authorized Agent _____

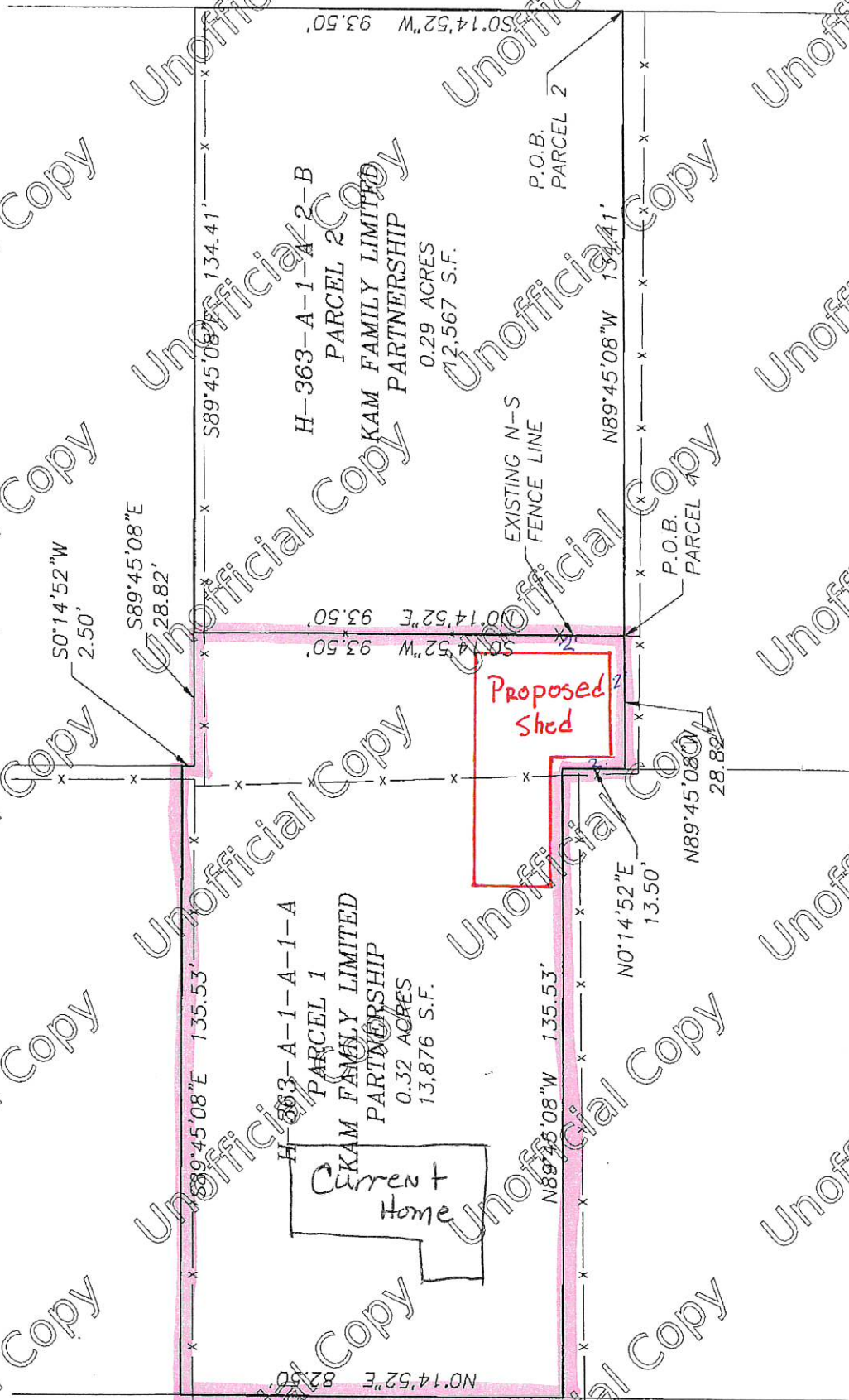
Date _____

★ Signature of Owner (if owner) _____

Date _____



Kelly Ashcroft
 599 South Main
 Hurricane UT
 435-467-0208
 Shed - 1035 SQ FT



KELLY ASHCROFT

PROPOSED SHED

599 SOUTH MAIN

Proposed shed will be a conventional build shed using 2x4 lumber and plywood for the exterior and roof. It will have a metal roofing material and the exterior will be cement board panels and painted to look like the adjacent home. The shed will be 9' walls with a 4x12 pitch roof.

Assessor Record Search

You may use the form below to search by either
Account Number (e.g.: 1000432) or **Parcel Number** (e.g.: SG-12-A).

PLEASE NOTE: This page shows selected Assessor CAMA data as of
January 1, 2022.

Account Summary:

Account Number:	0074578
Parcel Number:	H-363-A-1-A-1-A-1
Address:	599 S MAIN ST
City:	HURRICANE
Buildings:	1
Subdivision:	HURRICANE LOCAL SUR
Total Property Value:	Value Summary
 Account Photo	 Account Sketch
 View Property Record	 Map Parcel

Building Characteristics:

Building: 1

Property Type:	Residential
Occupancy Desc.:	Single Family Residential
Stories:	1.00
Year Built:	1989
Square Feet:	1,628
Percent Complete:	100%
HVAC Desc.:	Central Air
Exterior:	Frame Masonry Veneer
Roof Type:	Hip
Roof Cover:	Composition Shingle
Bedrooms:	4
Bathrooms:	3.50
Units:	1
Basement Square Feet:	1,614
Basement Square Feet Finished:	1,614

Garage Square Feet:	506
Spa:	1

 Want to leave feedback?

To search this data as it was on January 1, 2021, [click here](#).

RL 11/21/22 OB

November 21, 2022

To whom it may concern.

I am writing this appeal in request to an application that was submitted to the City of Hurricane on November 8, 2022 to allow KAM Family Partnership to have a residential hosting license for an apartment located at 599 South Main, Hurricane Ut.

A building permit was given to me, Kelly Ashcroft, on June 14, 2019. When we built said shop in our back yard we were given a permit for the building as a shop. I was unaware that we needed a different permit for living quarters, however, it was inspected as required and the inspectors knew that it had a living quarters in the shop and was inspected accordingly. Had I known that I needed a different permit I would have obtained the proper permit. The building has been assessed by the county and I am currently paying taxes for the space as a living quarters.

I would like to appeal to the city to allow me to change the building permit that I do have, to allow me to rent the living quarters as a single residential hosting unit. I am willing to do what is necessary to obtain this license.

Thank you for your time.



Kelly Ashcroft

LM 11/22/22
Kelly called back - confirmed 1/5/23 agenda



STAFF COMMENTS

Consideration and possible approval of a **road dedication for 3150 S Extension-Arthur LeBaron**

Discussion:

Sand Hollow Resort is developing a subdivision called "The Estates at Sand Hollow". The access to the project is the proposed westerly extension of 3150 South (master planned roadway), which currently ends at Desert Sands Pkwy. This dedication continues 3150 South to the West and is necessary in order to connect the proposed subdivision to existing public rights-of-way.

Findings:

Recommendation:

Staff has reviewed the plat and recommends it to the City Council for approval.

Attachments:

1. 3150 South Extension Roadway Dedication Closure Report
2. 3150 South Roadway Dedication Plat 11-23-22 Sheet 1
3. 3150 South Roadway Dedication Plat 11-23-22 Sheet 2

3150 South Extension Roadway Dedication Closure Report 11-23-22

North: 10007674.9952' East: 1079212.6578'

Segment #1 : Line

Course: S88°40'35.60"E Length: 304.10'
North: 10007667.9716' East: 1079516.6767'

Segment #2 : Line

Course: S1°19'24.40"W Length: 80.00'
North: 10007587.9929' East: 1079514.8290'

Segment #3 : Line

Course: N88°40'35.60"W Length: 330.51'
North: 10007595.6265' East: 1079184.4072'

Segment #4 : Curve

Length: 52.74' Radius: 540.00'
Delta: 5°35'46.59" Tangent: 26.39'
Chord: 52.72' Course: N85°52'23.57"W
Course In: N1°19'43.14"E Course Out: S6°55'29.73"W
RP North: 10008135.4813' East: 1079196.9283'
End North: 10007599.4204' East: 1079131.8238'

Segment #5 : Line

Course: N46°55'29.01"E Length: 110.66'
North: 10007674.9967' East: 1079212.6562'

Perimeter: 878.01' Area: 27547.51 Sq. Ft.
Error Closure: 0.0022 Course: N47°52'10.36"W
Error North: 0.00145 East: -0.00160

Precision 1: 399086.36

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } s.s.

ON THE ____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME GREGORY JEWKES, WHO BEING DULY SWORN SAID THAT HE IS AN OWNER OF THE HEREON DESCRIBED LAND AND THAT HE EXECUTED THE HEREON OWNERS' DEDICATION FOR THE USES AND PURPOSES STATED HEREIN.

NORTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
NOTARY COMMISSIONED IN UTAH _____ NOTARY PUBLIC

(DOES NOT REQUIRE NOTARY STAMP IF ABOVE IS COMPLETED
UTAH CODE TITLE 46, CHAPTER 1)

TRUSTEES ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } s.s.

ON THE ____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME CRAIG J. SPERRY AND MARY LOU SPERRY, TRUSTEES OF THE SPERRY FAMILY TRUST, DATED JULY 15, 2000, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS TRUSTEES OF SAID TRUST FOR THE USES AND PURPOSES STATED THEREIN.

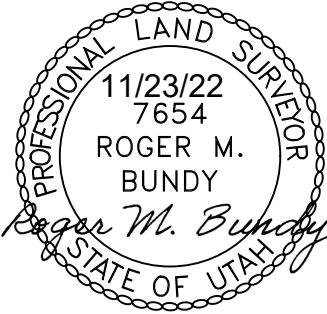
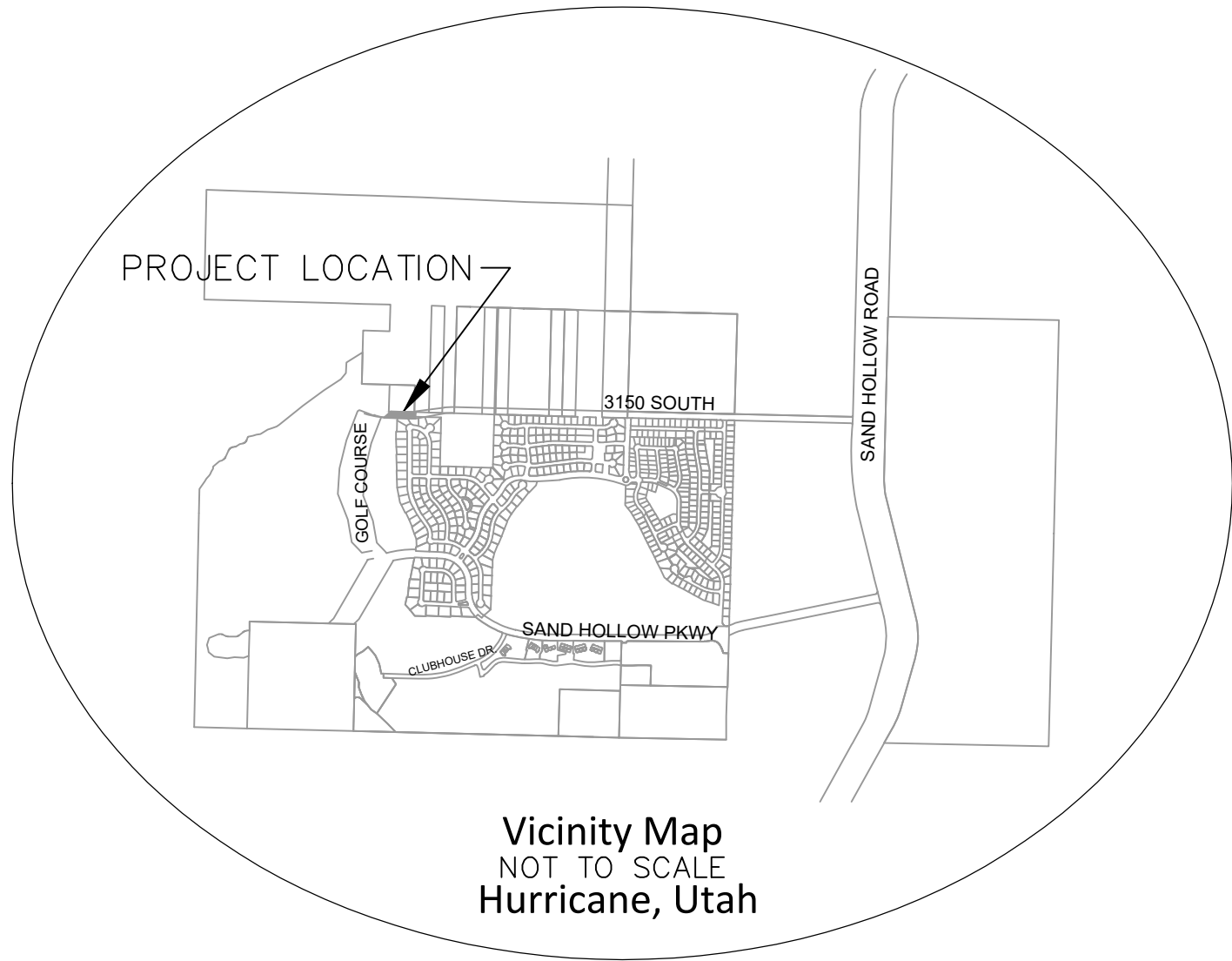
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
NOTARY COMMISSIONED IN STATE OF _____ NOTARY PUBLIC
(STAMP NOT REQUIRED IF ABOVE INFORMATION IS PROVIDED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } s.s.

ON THE ____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME DAVID W. WILKEY, MANAGER OF PECAN VALLEY, LLC, A UTAH LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID LLC, BEING AUTHORIZED, AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF PECAN VALLEY, LLC AND HE DID DULY ACKNOWLEDGE TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
NOTARY COMMISSIONED IN STATE OF _____ NOTARY PUBLIC
(STAMP NOT REQUIRED IF ABOVE INFORMATION IS PROVIDED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)



SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7654, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE ROADWAY SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AS SHOWN HEREON HEREFTER TO BE KNOWN AS:

3150 SOUTH EXTENSION

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S1°06'58"W, 1324.00 FEET ALONG THE CENTER SECTION LINE AND EAST, 26.26 FEET FROM THE NORTH 1/4 CORNER OF SECTION 22, T42S, R14W, SLB&M, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 22, RUNNING THENCE S88°40'36"E, 304.10 FEET ALONG SAID SOUTH LINE TO THE BOUNDARY OF AN 80.00 FOOT WIDE ROADWAY RIGHT OF WAY GRANT FROM THE BLM TO HURRICANE CITY FILED AS DOCUMENT NO. 20070043566 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S1°19'24"W, 80.00 FEET ALONG SAID BOUNDARY TO THE BOUNDARY OF "THE DUNES AT SAND HOLLOW RESORT" SUBDIVISION FILED AS DOCUMENT NO. 20070050503 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: N88°40'36"W, 330.51 FEET TO THE POINT OF CURVATURE OF A 540.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS N119°42'E; THENCE NORTHWESTERLY 52.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°35'47"; THENCE N46°55'29"E, 110.66 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.632 ACRES.

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO A PUBLIC ROADWAY TO BE HEREAFTER KNOWN AS:

3150 SOUTH EXTENSION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY FOR THE GENERAL USE OF THE PUBLIC, THE PUBLIC ROADWAY AS SHOWN ON THIS PLAT. THE OWNERS DO HEREBY WARRANT TO HURRICANE CITY IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 2023.

GREGORY JEWKES, AN INDIVIDUAL

PECAN VALLEY, LLC

BY: _____
DAVID W. WILKEY, MANAGER

CRAIG J. AND MARY LOU SPERRY TRUST

BY: _____
CRAIG J. AND MARY LOU SPERRY, TRUSTEES

ROADWAY DEDICATION PLAT
FOR 3150 SOUTH EXTENSION

LOCATED IN THE
NORTHWEST AND NORTHEAST QUARTERS OF SECTION 22,
TOWNSHIP 42 SOUTH, RANGE 14 WEST, SLB&M

R&B SURVEYING, INC.

257 PRICKLEY PEAR DR. • WASHINGTON, UT 84780
PH: (435) 632-3540

ASH CREEK SPECIAL SERVICE DISTRICT APPROVAL

I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
THIS ____ DAY OF _____, A.D. 2023.

SUPERINTENDENT, A.C.S.S.D.

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.
THIS ____ DAY OF _____, A.D. 2023.

ENGINEER
HURRICANE CITY, UTAH

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE
____ DAY OF _____, A.D. 2023.

CITY ATTORNEY
HURRICANE CITY, UTAH

APPROVAL AND ACCEPTANCE BY THE
HURRICANE CITY, UTAH

WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT, AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.

THIS ____ DAY OF _____, A.D. 2023

ATTEST: CITY RECORDER
HURRICANE CITY, UTAH

MAYOR
HURRICANE CITY, UTAH

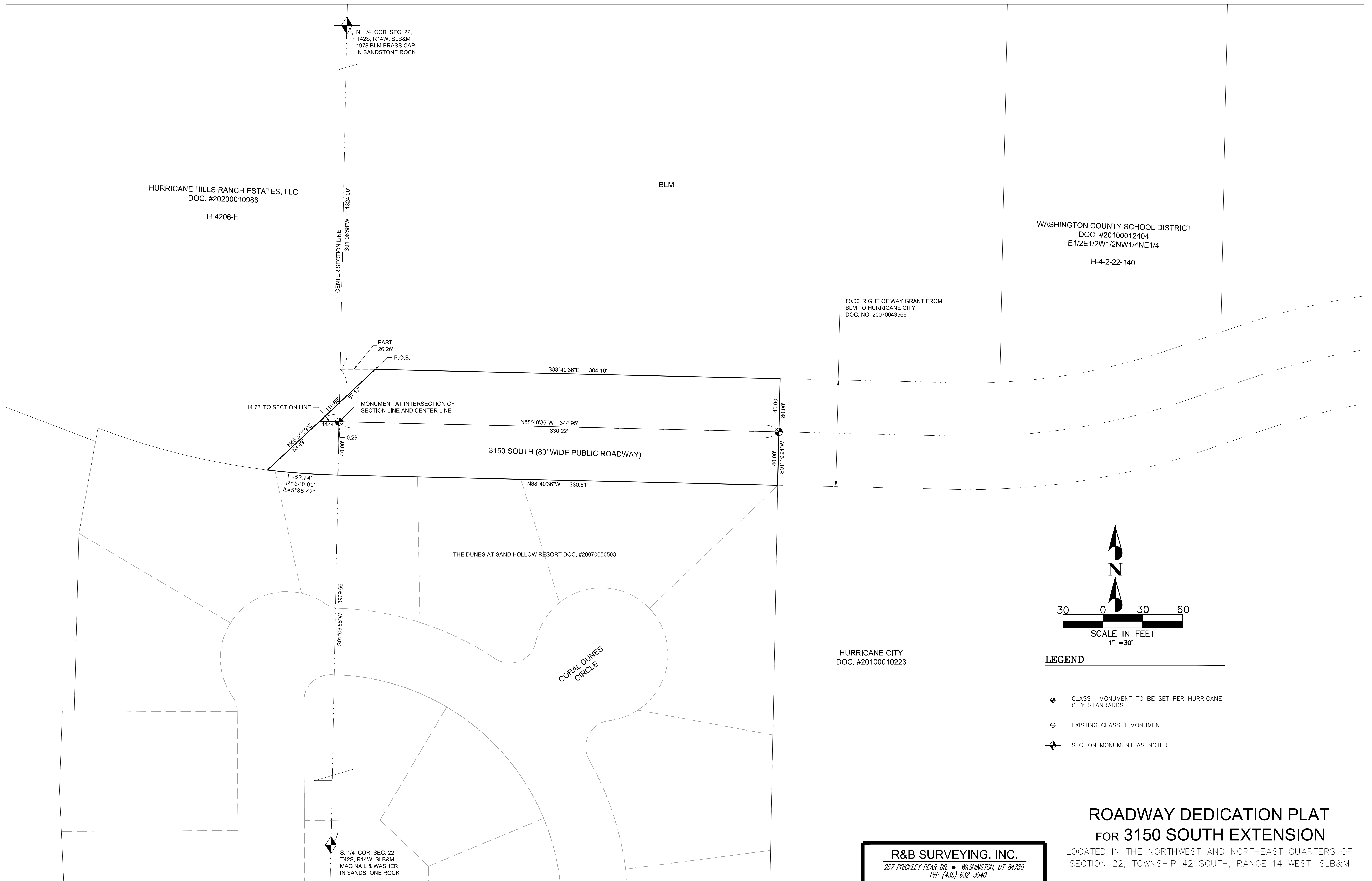
TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY
ON THIS ____ DAY OF _____, A.D. 2023
THAT ALL TAXES, SPECIAL ASSESSMENTS, AND
FEES DUE AND PENDING ON THIS SUBDIVISION
PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER





STAFF COMMENTS

Consideration and possible approval of **amendments to the airport lease templates**-Dayton Hall

Discussion:

A member of the airport community, Steven Young, has proposed that insurance requirements for hangar tenants be added to the Hurricane City airport leases. Mr. Young proposed adopting language consistent with the leases used by the St. George City Airport. Mr. Young's proposal is made in conjunction with his request that only his company name be on the hangar lease (and not his name). The request to modify Mr. Young's lease is the agenda item following this one and will be addressed separately there. The City Attorney has reviewed St. George City's lease language regarding insurance and is in favor of the change. While reviewing St. George City's lease further, the City Attorney is proposing additional revisions to the lease consistent with that lease. All proposed changes are consistent with St. George City's lease template. The proposed changes are as follows:

1. Requiring that the tenant maintains insurance as described in the lease.
2. Requiring that proceeds from the tenant's insurance be applied to damage done at the airport by the tenant.
3. Addressing how to deal with a scenario in which a government entity (other than the City) condemns all or part of a hangar pad.
4. Detailing the condition in which the premises should be surrendered to the City at the end of the 25-year lease term.

These proposed changes have been made to both the private hangar lease and the SASO (commercial) lease templates for the Council's consideration and possible approval. The leases with the proposed changes in red are included in the packet. The proposed changes to both forms of the lease are identical.

Findings:

Recommendation:

The lease templates previously recommended by the Airport Board do not include the additional proposed terms. The City Attorney recommends amending the lease templates to include the proposed terms for future leases.

Attachments:

1. 221214 HURRICANE AIRPORT - PRIVATE HANGAR LEASE AGREEMENT (updated proposed draft)

2. 221214 HURRICANE AIRPORT - SASO OPERATING AND LEASE AGREEMENT
(updated proposed draft)



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

Effective Date: _____

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the _____ day of _____, _____, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and _____, a _____, (the "Tenant").

RECITALS

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

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

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

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

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property _____ square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as _____ on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

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

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

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

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

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

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

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

3. Rent

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

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

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

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

4. Tenant's Use of Premises and Airport

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

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

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

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use,

occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

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

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

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

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

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

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole

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

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

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

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

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

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

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

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

5. City's Rights and Obligations

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

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

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

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

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

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

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification, Insurance, and Letter of Credit

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

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

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

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

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

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

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

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

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

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

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

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

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

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

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

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

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on , under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable

Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

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

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

9. Damage and, Destruction, and Condemnation.

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

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the

event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

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

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

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

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

11. Expiration or Termination

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

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall no be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

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

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

12. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

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

If to Tenant:

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

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

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

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

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: _____
Its: _____

Attest:

Cindy Beteag, City Recorder

Approved as to form:

Dayton Hall, City Attorney



HURRICANE CITY
UTAH

SASO OPERATING AND LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

Effective Date: _____

SASO OPERATING AND LEASE AGREEMENT

THIS SASO OPERATING AND LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the _____ day of _____, _____, by and between the Hurricane City, Utah, a Utah municipal corporation, (the "City") and _____, a _____, (the "Tenant").

RECITALS

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

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

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

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

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property _____ square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as _____ on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

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

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Minimum Standards for Commercial Aeronautical Activities and Building Development Standards in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete

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

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The non-exclusive operation of a SASO concession providing at a minimum the following services (as they may be more specifically required under the Airport's Minimum Standards for Commercial Aeronautical Activities): _____.

Tenant shall provide to City the make, model, and registration number of any aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises ("Aircraft").

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

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

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

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

3. Rent

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

<u>Years</u>	<u>Rent amount per square foot</u>		
2022 – 2027	.15	2058 – 2063	.33
2028 – 2033	.18		
2034 – 2039	.21		

2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

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

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

4. Tenant's Use of Premises and Airport

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. City's Rights and Obligations

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

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

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

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

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

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

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification, Insurance, and Letter of Credit

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

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

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

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

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

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

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

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

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

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

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

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

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

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

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

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

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

8. Assignment and Subleasing

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

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

9. Damage and, Destruction, and Condemnation.

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

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

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

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

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

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

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

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

11. Expiration or Termination

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

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall no be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

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

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

12. General Provisions

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

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

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

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

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

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

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

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

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

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

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

submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

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

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

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

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

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

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

If to City:

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

If to Tenant:

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

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

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

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

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: _____
Its: _____

Attest:

Cindy Beteag, City Recorder

Approved as to form:

Dayton Hall, City Attorney



STAFF COMMENTS

Discussion:

A lease for Lot 13 S 5 E at the City Airport was approved by the Council on November 17, 2022. The lease approved by the Council identifies the "Tenant" as "Steven D. Young, an individual, and SD Young Inv., LLC, a Utah limited liability company." Mr. Young does not want his individual name to be on the lease. He prefers that only his company's name be on the lease. There are several points for the Council to consider:

1. The City is better protected when individuals are identified as the tenant in the leases. In the leases, the tenant is obligated to defend and indemnify the City if the City is sued as a result of something the tenant did in relation to the airport. In other words, the tenant is required to step in and assume any liability that the City might incur because of the tenant's actions. Therefore, it is important to the City that the tenant has the financial means to take on that liability. A limited liability company is only as good as the assets it holds. If a company is the sole tenant, then it is possible that the company's only asset is \$10 in a bank account, making the City's only recourse the recovery of \$10. Or, perhaps the company declares bankruptcy with the same result. Individuals cannot deplete their assets with the same ease that a company can, which is why having an individual as the tenant on the lease better protects the City.
2. Requiring a company to maintain insurance does not resolve the concern. Insurance policies generally expire yearly and become void unless renewed. Or, even if the tenant has current insurance when the liability arises, insurance companies often find exclusions to coverage and deny insurance claims, subjecting the City to liability.
3. Owning and operating a City airport is a high-risk endeavor. Every effort should be taken to insulate the City and its citizens from liability that will arise from airport operations. Requiring individual tenants to sign leases is one way that the City can better protect itself.
4. Moving forward, unless directed otherwise by the Council, the City Attorney intends to require every tenant that is a company to also have the owner sign in an individual capacity.

Findings:

Recommendation:

The City Attorney recommends that Mr. Young's request be denied for the reasons stated above.

Attachments:

None



STAFF COMMENTS

Consideration and possible approval to **accept for further consideration or deny the annexation petition for Copper Sky**-Tara Paras applicant, Jason Boal agent

Discussion:

Hurricane City has received an annexation petition for Copper Sky, a 39.940 acre parcel located near the subdivisions of Copper Rock, Grassy Meadows Sky Ranch, and Copper Cliffs. This is the same property that was considered for annexation in July of last year, which was referred to then as the 'Cliffside' property. In response to the previous petition, which was filed by a group that had the property under contract to purchase, the City Council accepted the petition for further consideration on July 7, 2022. Staff then certified the petition on August 5, 2022. On August 26, 2022, the applicant withdrew the petition. The petition now being considered has been submitted by the property owner.

The Council is required by state code to act on the petition at the meeting on January 5th. The Council has two options: (1) deny the petition or (2) accept the annexation for further consideration. If the Council does not make a decision at the meeting, the petition will be deemed accepted for further consideration under the state code. Accepting the petition for further consideration will trigger additional reviews, notice requirements, and a protest period--eventually leading to another vote to deny or approve the petition. An acceptance for further consideration is not an approval. The Council could vote to accept the petition for further consideration, but then deny the petition later in the process. However, if the Council is not in favor of the annexation and intends to deny the petition, staff would recommend not accepting the petition for further consideration in the name of efficiency.

The staff comments gathered in response to the prior annexation petition are included in the packet for your review.

Findings:

Recommendation:

Staff recommendations on the annexation petition are mixed--with some in favor and some against. An attempt to summarize the different viewpoints follows:

Points in Favor of Annexation:

1. As a general principle, it is best when the government closest to the people governs. In this case, the City is closer to the people than the County. The City often fields complaints and gets comments from Sky Ranch area residents, but the City does not govern the peninsula of County property and often can only direct these residents to contact the County. Annexing this area (starting with a small 40 acre piece of it) will

bring the government closer to the people and provide the people in this unincorporated area better governmental representation.

2. By annexing the area, the City will gain control of the zoning and development of the area, but if it remains in the County, the County will control the zoning and development.
3. As the City grows out and around the Sky Ranch area, it simply makes sense that the City annex and provide the services to the area.
4. Even though this petition is for only 40 acres of the unincorporated peninsula, if the goal is to annex the entire area, doing a piecemeal annexation might be the only way that the entire area is eventually annexed.

Points Against Annexation:

1. If this 40 acre piece is annexed, the only way to access and provide services will be through unincorporated County area of Sky Ranch. Roadways to access the property will be through the County, and utility pipes and lines to the property will be through County roads and easements. Therefore, annexation will raise difficult questions. For example, will the City install water lines parallel to the existing County water lines in Sky Ranch to supply water to these 40 acres, or will the City attempt to enter into an agreement with the Washington County Water Conservancy District to supply water to the annexed area? Annexation of this area will lead to complicated and possibly expensive problems as the City attempts to supply services to this area that is isolated from existing City infrastructure and services. These hurdles are probably not insurmountable, but they will be hurdles.
2. Annexing the Sky Ranch area one property at a time is a messy and inefficient way to annex the area. It will cause the complicated issues raised in the previous paragraph. If any annexation of the unincorporated peninsula is to take place, all of the property should be annexed concurrently to avoid some of the problems of piecemeal annexations.
3. The petition is only for the annexation of 40 acres of the area, but looking at the entire Sky Ranch area as a whole, there is concern about the quality of the infrastructure that the City would inherit if the entire peninsula were annexed. Dixie Springs is a current example. Dixie Springs was developed as a County subdivision--just as Sky Ranch was. The City annexed Dixie Springs and is now looking at spending millions to upgrade the defective water lines. There is concern that there will be similar issues if the Sky Ranch area is annexed. The condition of the County roadways is also a concern. There have also been complaints raised about the drainage within Sky Ranch, which is a result of how the development was constructed. To be clear, the petition before the Council is only for 40 acres, but the key reason why the Council might annex the 40 acres is to move toward annexing the entire area, and there are concerns about the infrastructure of the entire area and potential expectations that the City would immediately upgrade the infrastructure upon annexation.
4. Any increase in tax revenue generated from the annexation is likely to be exceeded by the cost the City will incur for infrastructure improvements to the Sky Ranch area. Again, the Council needs to distinguish between the 40 acre Copper Sky annexation petition before the Council and the potential of annexing the entire Sky

Ranch area, which is not before the Council. However, the Council should take a global view and decide what direction it wants to go with the entire area.

Attachments:

1. Copper Sky annexation petition
2. Staff Comments for Copper Sky annexation

RC 11/29/22

NOTICE: There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Hurricane City. If you choose to withdraw your signature, you shall do so no later than 30 days after Hurricane City receives notice that the petition has been certified.

PETITION FOR ANNEXATION

This Petition for Annexation ("Petition") requests the annexation of real property into the City of Hurricane, Utah. The proposed annexation is known as the Copper Sky Annexation, which is specifically described in the attached map showing the area proposed for annexation (the "Proposed Annexation Area").

SPONSOR INFORMATION

The Utah Code requires that up to five sponsors be designated for this Petition (the "Sponsors"), with one sponsor being designated as the contact sponsor. The undersigned Sponsors are designated as the Sponsors for the Petition and by signing agree to pay all advertising costs incurred by Hurricane City throughout the annexation process. The Sponsors further understand and agree that a deposit of five hundred dollars (\$500.00) is required for this Petition and any additional costs will be billed to and will be the responsibility of the Sponsors. Sponsors understand that this Petition shall not be filed with the City Recorder until the Petition satisfies the requirements of Utah Code § 10-2-403(3).

Contact Sponsor: Tara Paras name
 signature
1390 S 1100 E , Suite 201, Salt lake City, UT 84105 address
801.560.0176 phone number(s)
tara@parasrealestate.com email address

Additional Sponsor: _____ name
_____ signature
_____ address
_____ phone number(s)
_____ email address

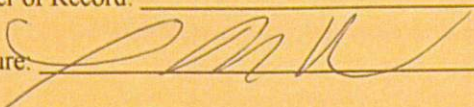
pd 11/29/22

8.164094
Page 248 of 414

NOTICE: There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Hurricane City. If you choose to withdraw your signature, you shall do so no later than 30 days after Hurricane City receives notice that the petition has been certified.

PETITION SIGNATURES

The undersigned, owner(s) of certain real property located in Washington County, Utah within the Proposed Annexation Area, hereby requests annexation of the property into Hurricane City, Utah in accordance with the procedures for annexation contained in Sections 10-2-401 et. seq. of the Utah Code.

Name of Owner of Record: TARA LLC
Owner Signature:  Parcel No.: 3398-B-HV

Name of Owner of Record: TARA LLC
Owner Signature:  Parcel No.: 3398 - L- HV

Name of Owner of Record: _____
Owner Signature: _____ Parcel No.: _____

Name of Owner of Record: _____
Owner Signature: _____ Parcel No.: _____

Name of Owner of Record: _____
Owner Signature: _____ Parcel No.: _____

Name of Owner of Record: _____
Owner Signature: _____ Parcel No.: _____

If there are more owners than this page provides, please copy and provide additional signature pages



Scott Messel
Community Development Director

CERTIFICATION

I, Reid Walkenhorst, Planning and Permits Specialist, do hereby certify that Attachment A is a true and correct listing of the property owners of record in the Washington County Assessor's Office, who are within 300' of the property owned by Tara LLC, described as a portion of Section 28, T42S, R13W, SW1/4 SE1/4 (Tax ID 3398-B-HV) containing approximately 39.12 acres, and a portion of Section 28, T42S, R13W BEG AT PT 'N89*47'35" W 2457.81 FT (Tax ID 3398-L-HV) containing approximately .10 acres, which combined total approximately 39.940 acres in size; located within the Washington County Unincorporated area, to whom the notice contained in Attachment B and the map labeled Attachment C were mailed via the US Postal Service, postage pre-paid, on or about November 1, 2022.

A handwritten signature in blue ink, appearing to read "Reid Walkenhorst", is written over a horizontal line.

Reid Walkenhorst
Planning and Permits Specialist

LANDOWNERS TO BE NOTIFIED BY WASHINGTON COUNTY

Parcel #	Name	Address	City	State	Zip Code
GMSR-9-HV	BRUBAKER TANI	7067 COMMERCE PARK DR	MIDVALE	UT	84047
GMSR-7-HV	WRIGHT MICHAEL E & JANET D	4175 S 1200 W	HURRICANE	UT	84737
CRCS-9-HV	STEPHENS QUINTON & WHITNEY	3635 S 2400 E	SALT LAKE CITY	UT	84109
GMSR-10-HV	DOVE RANCH LLC, HUDGENS JOSHUA	PO BOX 1659	HIGLEY	AZ	85236
H-3500-A	COPPER ROCK GOLF COURSE LC	PO BOX 160	HURRICANE	UT	84737-0160
CRCS-14-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
CRCS-6-HV	BEEBE LANCE E	9630 N HANCOCK PL	HIGHLAND	UT	84003
GMSR-3-52-HV	R JENSEN CO INC	538 SIXTH ST	NORCO	CA	92860
3398-B-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
H-3398-C-1	COPPER ROCK PROPERTIES LC	PO BOX 160	HURRICANE	UT	84737-0160
GMSR-5A-97-HV	COHEN FRANK R	1600 BROADWAY # 300	DENVER	CO	80202
CRCS-12-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
CRCS-2-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
CRCS-7-HV	MASON GRANT & WHITNEY	891 W 3450 S	HURRICANE	UT	84737
CRCS-10-HV	PARAS TARA, SAUVAGE AARON	1390 S 1100 E STE 201	SALT LAKE CITY	UT	84105
GMSR-11-HV	EMJO LLC	411 W 4400 N	PLEASANT VIEW	UT	84414
CRCS-1-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
CRCS-5-HV	SOUTHWICK BRIAN J	3105 S 1420 E	SAINT GEORGE	UT	84790
GMSR-3-51-HV	MCWHORTER DANIEL & CANDACE	800 GOLDEN DR APT D12	BLANDON	PA	19510
CRCS-11-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
GMSR-3-49-HV	KAM PROPERTIES LLC	PO BOX 655	SPRINGVILLE	UT	84663-0655
CRCS-3-HV	LIFETIME BUILDERS LLC	782 N 400 E	MAPLETON	UT	84664
GMSR-3-48-HV	MORTON JOHN TR, WILKINSON SYLVIA TR	514 ARENA ST	EL SEGUNDO	CA	90245
H-3398-K	COPPER ROCK PROPERTIES LC	PO BOX 160	HURRICANE	UT	84737-0160

CRCS-17-HV	GALLUP ROBERT	13278 S ASHWOOD GLEN WAY	DRAPER	UT	84020
GMSR-5A-98-HV	CHILD TODD & WENDY	2969 MARLEY PL	SALT LAKE CITY	UT	84109
GMSR-3-53-HV	TRAILSIDE LLC	PO BOX 549	HURRICANE	UT	84737-0549
CRCS-18-HV	WASHBURN DOUGLAS G TR	PO BOX 1045	MORGAN	UT	84050
GMSR-B-1-HV	GRASSY MEADOWS SKY RANCH LANDOWNERS ASSN	PO BOX 141	HURRICANE	UT	84737-0141
3398-L-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
GMSR-8-HV	HONEY MARTHA	4145 S 1200 W	HURRICANE	UT	84737
CRCS-13-HV	HASEGAWA ANDREA & KORY	9769 S IRON GATE RD	SOUTH JORDAN	UT	84095
CRCS-8-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
CRCS-15-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119
GMSR-3-50-HV	DEBUSSCHERE JESSE V & SHANNON TRS	PO BOX 158	HURRICANE	UT	84737-0158
CRCS-16-HV	TARA LLC	3565 S REDWOOD RD	SALT LAKE CITY	UT	84119

Washington County to deliver to Hurricane City copies of such landowner notices and a certificate indicating that such landowner notices have been mailed as required.

Hurricane Recorder's Office
Attn: Cindy Beteag City Recorder
147 N 870 W
Hurricane, UT 84737
cindy@cityofhurricane.com



October 31, 2022

ATTENTION: YOUR PROPERTY MAY BE AFFECTED BY A PROPOSED ANNEXATION FROM WASHINGTON COUNTY TO HURRICANE CITY.

To Whom It May Concern,

Records show that you own property within an area that is intended to be noticed for a proposed annexation into Hurricane City or that is within 300 feet of that area. The property at issue currently is in the unincorporated area of Washington County. If your property is within 300 feet of the area proposed for annexation, you are entitled to receive this notice. You may be asked to sign a petition supporting the annexation. You may choose whether or not to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Hurricane City within 30 days after Hurricane City receives notice that the petition has been certified. It is the intent of the property owners of Parcels 3398-B-HV & 3398-L-HV which total approximately 39.940 acres in size, to annex into the Hurricane City.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation. Once filed, the annexation petition will be available for inspection and copying at the Hurricane City Offices, 147 North 870 West, Hurricane, Utah. You may obtain more information on the proposed annexation by contacting:

Tara LLC
1390 South 1100 East, Suite 201
Salt Lake City, Utah 84055

Jason Boal/ Snell & Wilmer
801-257-1917
jboal@swlaw.com



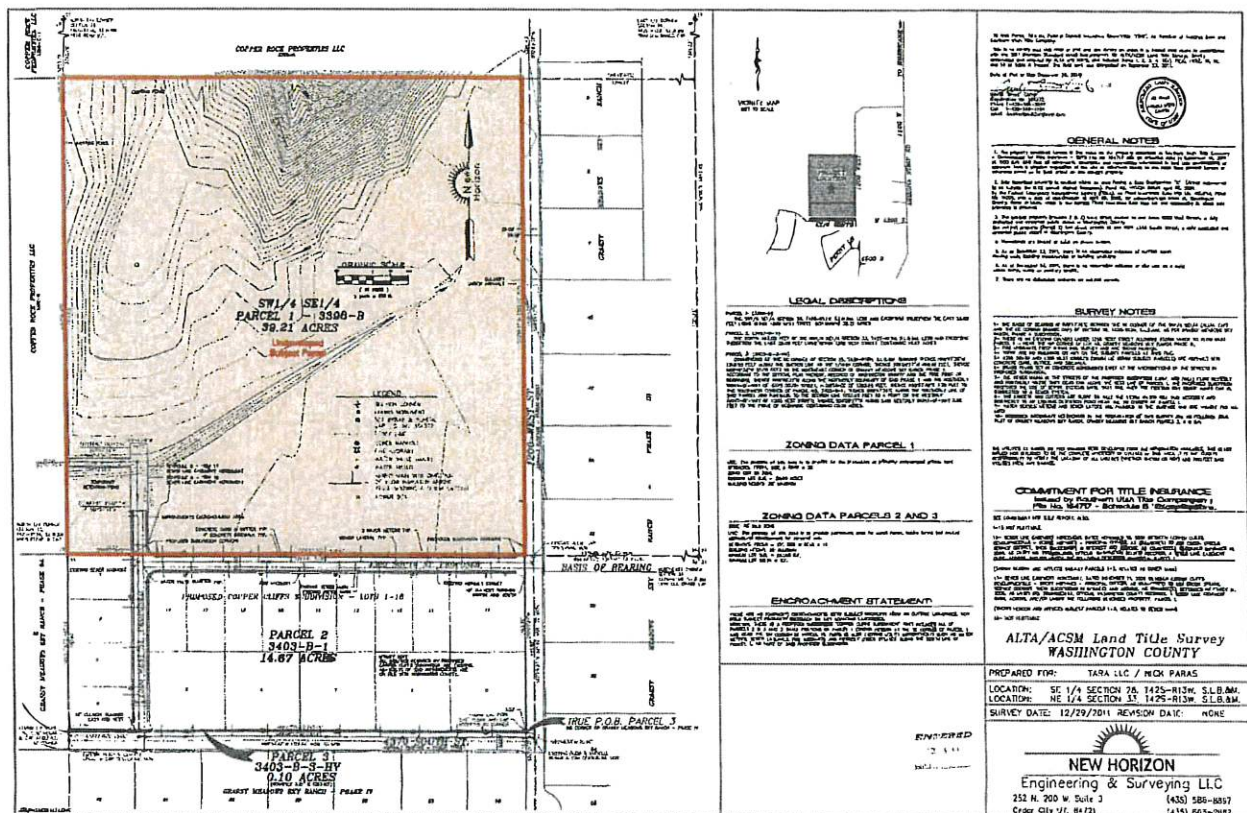
Washington County Community Development
197 East Tabernacle St.
St. George, Utah 84770
435-634-5701

Hurricane City Offices
147 North 870 West
Hurricane, Utah 84737
435-635-2811

Sincerely,

A handwritten signature in blue ink, appearing to read "Reid Walkenhorst", written over a horizontal line.

Reid Walkenhorst
Planning and Permits Specialist
Washington County





Annexation Area Map



Legend

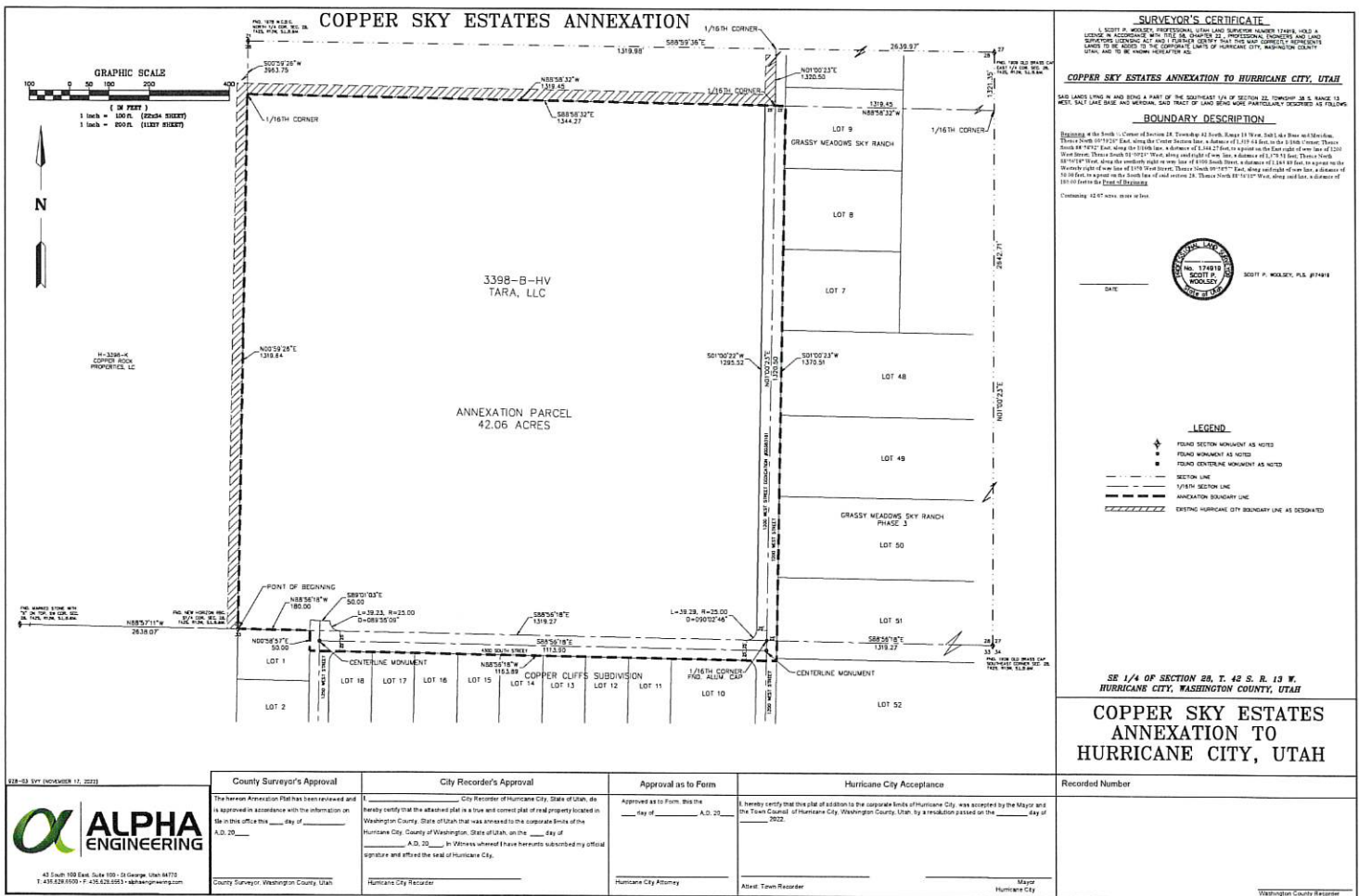
Notes



2,938.2 0 1,469.10 2,938.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



Water Department

Currently the proposed cliffside annexation is in the WCWCD service area we cannot serve them from our system. they may be able to be served form the WCWCD system through an agreement between Hurricane city and the WCWCD. In the past we have made agreements with the WCWCD on single water connections, but never on a project of this scale.

Ash Creek Sewer District

We have no problem with the Cliffside Annexation as Ash Creek SSD oversees both Hurricane City and unincorporated Washington County in this area, so for sewer service we have jurisdiction either way.

Streets Department

The Cliffside Annexation as it stands right now with the 40 acres doesn't put any real strain on the Streets Department. The property is mostly undeveloped land. When/if the property develops, it will then add to our workload as a department with the services we provide with regards to the streets and drainage maintenance. I have far more concern for the neighboring properties that will require quite a bit of maintenance to maintain the drainage and roadways if they decide to join this annexation or annex on their own in the future.

Power Department

For Hurricane City Power, these annexations don't change things very much.

Whether the area is annexed into Hurricane City limits or remains County, either Hurricane City Power or Rocky Mountain Power could potentially serve the area. It is all dependent upon agreements between them and us.

As it stands now, RMP has the right and responsibility to serve them, but could choose to allow us to serve them if they wanted to. If we annex, then we obtain the right and responsibility to serve them and could either allow RMP to continue to serve or we could force them to sell the area to us. Currently, RMP is interested in selling to us, and we are interested in buying. Some of the reasons that both parties feel this way are because; it would clean up the current agreements we have, it would clean up the billing that goes back and forth, it takes away the complications of who maintains and restores power in the area (sometimes, boundaries become confusing for the linemen and troublemen), and we are starting to surround their system, creating a strange island in the middle of our service territory.

In speaking with RMP, they are interested in waiting until we have a better idea of what the city is going to do as far as annexations before we dive into too many details of us purchasing the area. But so far it remains that RMP is interested in selling and HCP is interested in buying. The annexation would only change who has the right and responsibility to serve the customers.

Hope that is helpful, if you have questions, please reach out.

Hurricane Valley Fire District

This area is already serviced by the Hurricane Valley Fire SSD. Annexation will have a new or different impact on our services.

Police Department

1 – At this time I don't believe that annexing a small portion of Sky Ranch/Cliff Dwellers area is in the best interest to Hurricane City due to the costs involved in continuing to add area and home without the financial ability to increase police/first responders.

2 – Hurricane has a lot of growth in the South Fields area and with each additional subdivision, development, construction site, or home in increases the response area and dilutes the police and animal control staff even more.

3 – When Copper Rock developed and their first phase I felt the police department could handle that with the current staff. I stated clearly to the City Council at that time that as future phases and commercial development were approved and built that a South Area needed to be added to our squads to meet the need. We have had many more phases in Copper Rock, other developments in the South Fields, and the area North and South of Cliff Dwellers has been developed and home built and occupied. We have asked for personnel to include officer and supervisors and to date the funds have not been approved to create the South area (we currently have an East & West Area).

4 – If the entire area of Sky Ranch and Cliff Dwellers wanted to be annexed into Hurricane and the City Council was willing to approve the funding for services for the area, I'm in support of this.

5 – Funding to make this area safe and protect our officers would be in the range of \$ 900,000.00 per year to implement a South Area.



STAFF COMMENTS

Consideration and possible approval of **local consent of a restaurant beer only license for Adelita's Mexican Fast Food located** at 982 W State St.-Jose Gonzalez

Discussion:

Adelita's purchased the Mexican restaurant located at 982 W State St. last June. They would now like the ability to sell beer to their customers. This is their first time obtaining a liquor license. Mr. Gonzalez stated they have not done the required training because they wanted to make sure they could get a license first.

Findings:

Staff has conducted a background check on Jose Gonzales and has no concerns with issuing this license. Distance to the nearest school, church, public playground, public park, and public library has been verified. The police department has done a review of the application and they have no concerns.

Recommendation:

Staff recommends approval of local consent for a beer only restaurant license subject to managers and employees completing the required training prior to selling any alcohol.

Attachments:

1. Adelita application

BEER LICENSE APPLICATION AND QUESTIONNAIRE
CITY OF HURRICANE, UTAH
147 N 870 W
HURRICANE, UTAH 84737
(435) 635-2811

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

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

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

RENEWAL LICENSE must be accompanied by:

- ☐ Annual license fee
- ☐ Proof of completion of all necessary certifications by employees required by the city and state (applicable to off-premise retailers)
- ☐ Names and addresses of shareholders, members or partners (applicable to corporations, limited liability companies and partnerships)

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

Full Name of Owner/CEO Jose Gonzalez
(First) (Middle) (Last)

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

Phone Number [REDACTED] Date of Birth [REDACTED]
Social Security [REDACTED]

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

Relationship of applicant to entity for which license is sought:

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

2. Entity for which License is being sought

Sole Proprietorship _____ Corporation _____ Non Profit Corporation _____
 Partnership ☒ LLC _____ Other _____

Name of Entity Adelita's Mexican Fast Food

Address of Principal Office 982 W State St. Hurricane, UT 84737
 (Street) (City) (State/Zip)

Phone 435-429-6444 Fax _____

If a Corporation, Non Profit Corporation, Partnership, Limited Liability, State:
 State of incorporation, organization, or Partnership; UT

If a foreign corporation, is corporation authorized to do business in the
 State of Utah _____ Yes ☒ No

Name and address of registered corporate agent _____

Names, addresses, Phone, DOB, Social Security Number of all Corporate
 Officers, Partners, Members, Board of Directors and Shareholders

(if necessary attach a separate sheet)

Name	Address	Phone	DOB	Social Security Number
Jose Gonzalez				
JUAN CARLOS BARAZA ORTIZ				
ADELA ROMAN DURCIAGA				

3. Business Name / Location / Management

Name under which business will be operated (if different from name of the applicant, corporation or partnership) Adelita's Mexican Fast Food

Business Address 982 W. State St. Hurricane, VT 84737
(Street) (City) (State/Zip)

Phone Number 435-429-6444

Owner of Property Jose Gonzalez

Name of Business Manager Jose Gonzalez
(First) (Middle) (Last)

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

Address of Manager [REDACTED]
(City) (State/Zip)

Phone Number [REDACTED]

*(This information is not required for a Renewal)

*Distance in feet from nearest public or public or private school 3,696 ft - HHS

*Distance in feet from nearest church 1,584 ft - Calvary chapel

*Distance in feet from nearest public playground 5,808 ft - splash pad

*Distance in feet from nearest public park 5,808 ft - Heritage Park

*Distance in feet from nearest public library 3,696 - Hurricane Branch library

4. Classification of license applied for: ☒ New ☐ Renewal

- ☐ Class A License
- ☐ Class B License
- ☐ Class C License
- ☒ Class D License
- ☐ Class E License
- ☐ Class F License
- ☐ Single Event Permit

restaurant
beer only

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

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

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

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages? ____ Yes ☒ No. If so, give particulars – City, Dates, pertinent information, etc. _____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. Red Rock Cleaning Services
53 S 1970 E, Saint George UT 84790
12-9-2010 cleaning services

Who owns the real estate where this business is located? J. Dana Nelson
of Danwick LLC

Are business premises to be leased? ☒ Yes ____ No. If yes, state name and address of lessor and nature of lessor's interest in business premises. Adelita's Mexican Fast Food - restaurant business.

Do you own fixtures at this location? ☒ Yes ____ No. If yes, state the investment which you have in fixtures and equipment \$ _____

Will food be served at business location? ☒ Yes ____ No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended? ____ Yes ☒ No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

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

Michael Thomas
176 S 435 W
Ivins, UT 84738
435-862-4192

November 11th, 2022

To Whom It May Concern:

It is an honor and a privilege to offer a letter of recommendation for Jose Gonzalez. I have known him for several years now, and we met first professionally working for the same company in sales. He has now since become one of my dearest friends. He is generous, and friendly to all who he comes in contact with. Jose is a man of great character and would do everything in his power to help his fellow man. He is an entrepreneur and a strong asset to the community of which he lives. I admire his leadership and strong work ethic. His friendly laugh and smile always lifts my spirits, and he treats me like a brother even though we come from very different backgrounds. I hold him in high esteem, and I know he will act in integrity in whatever business ventures he pursues. It is with great pleasure that I offer him my full endorsement.

Sincerely,

Michael John Thomas

Adrian Bueno
3743 E Temple Cap Ln
St George, UT. 84790
435-327-2427

November 8, 2022

To Whom It May Concern:

It is with great pleasure that I recommend Jose Gonzalez. I have known him for 9 years. Jose has always displayed a high degree of integrity, responsibility, and ambition. Jose is definitely a leader rather than a follower. In addition to his excellent work ethics and ambitions, he has proven his leadership ability by being an entrepreneur and being a successful businessman. He is also the most dependable team player as he worked for me for 8 years and held many leadership positions of trust in our organization. His good judgment and mature outlook ensure a logical and practical approach to his endeavors. Jose would be an asset to any organization, position of trust, integrity and transparency and I am happy to give him my wholehearted endorsement.

Sincerely,

Adrian Bueno
Adrian Bueno

November 9, 2022

To Whom It May Concern:

Reg: Jose Gonzalez

My name is Zaira Gallegos, and I am writing this letter of recommendation for Mr. Jose Gonzalez.

I have known Mr. Gonzalez for 10 years. I have become a close friend with his wife Cruz and his entire family. I have always admired the type of people that they are, professionally and personally.

I know that he is a very responsible and respectful man. He is a great citizen to the community and follows the law. I know that once he is able to acquire the alcohol license for his restaurant, Adelita's, he will be responsible and follow all guide lines.

Mr. Gonzalez and his wife have been owners of Red Rock Cleaning for many years and they always provide excellent and professional services. As they do at their new restaurant Adelita's.

Please feel free to contact me if you have any questions 435-313-2904.

Sincerely,

Zaira Gallegos

November 04, 2022

I've know Jose Gonzalez for several years, he has been a close friend since high school. Jose has always displayed a high degree of integrity, responsibility, and ambition. Nobody ever has anything to say about him. Everyone who talks to him sees what a good person he is.

I have the deepest personal and professional for Jose. I'm proud to call him my friend.

I know Jose to be very dependable, honest and courteous.

Jose will be an asset to any organization. I can confidently recommend him.

Feel free to contact me at (435) 313-3076 if you have any further questions.

Sincerely,

Mirna Ruiz

David Tarula
14230 Victory Blvd
Van Nuys, CA 91401
November 11, 2022

To Whom It May Concern:

This letter is in reference to Jose Gonzalez, whom I have known for almost 30 years. I have watched him grow into the man he is today. For over 20 years I have had the pleasure of watching him start and grow his family along with his wife, my sister Cruz Gonzalez.

Personally, I know how much of a family man he is, one who truly loves his wife and children. He has done everything in his power to ensure that they are well taken care of and nurtured. He is a man who has always attended to the family needs first before his own.

Professionally, I have seen him work various jobs through his adult life. Jobs ranging from blue collar to office work and management. Always demonstrating the same qualities that make him who he is, dependable, responsible, humble and courteous. In addition, Jose is always inspiring to grow and be a better person every day. More recently, Jose has taken more of an entrepreneur's mentality. For example, aside from helping his wife grow her cleaning service business, he successfully launched his own painter's business and leading his company to consistently grow in revenue year over year. Finally, I truly believe that his optimistic, passionate, and personable personality will ensure that his new restaurant business will be a success.

If you would like additional information about, you can telephone me at (818) 669-1403.

Sincerely,

David Tarula
CPA



STAFF COMMENTS

Consideration and possible approval of **reaffirming all of the power impact fee rates on the exhibit for Ordinance 2022-55** - Cindy Beteag

Discussion:

The recovery rate for power impact fees was approved by Ordinance 2022-55 on November 17, 2022. After the meeting, staff realized the exhibit on the ordinance only listed prices up to 1200 amp service, but our fee schedule has services up to 3000 amp. Staff updated all services with the approved rate but we wanted a clean record of what was approved so the ordinance could be updated.

Findings:

Recommendation:

Staff recommends that the Council reaffirm the rate schedule as included in the Council's packet.

Attachments:

1. 2022 POWER DEPARTMENT FEES
2. Impact Fee Calculation Backup
3. Ordinance 2022-55 power impact fee recovery rate
4. New exhibit for Ordinance 2022-55 Power Impact Fee Recovery Rates

CONNECTION FEES January 17, 2019				ELECTRIC RATES October 1, 2022			
Hookup Fees				Residential			
Single Phase Metering		\$237.00		Base Charge		\$20.00	
Three Phase Non C.T. metering (under 400 amps)		\$725.00		Usage			
				1-800 KWH		\$0.08133/kwh	
Three Phase with C.T. metering (over 400 amps)		\$1,395.00		801-2000 KWH		\$0.09293/kwh	
				2001 + KWH		\$0.10441/kwh	
Developing Underground Connection Point from Overhead to Underground				Small			
Single Phase Secondary		\$1281.00		Base Charge – Single Phase		\$19.00	
Secondary Riser				Base Charge – Three Phase		\$24.50	
				Usage			
4/0 Riser		\$592.00		1-800 KWH		\$0.09365/kwh	
350 MCM Riser		\$717.00		801 + KWH		\$0.09891/kwh	
500 MCM Riser		\$717.00		Demand Charge			
Primary Single Phase Riser				Over 50 KW		\$8.50/KW	
1/0 Primary Riser		\$1044.00		Large			
Primary Three Phase Riser				Base Charge		\$320.00	
1/0 Primary Riser		\$2,447.00		Usage			
4/0 Primary Riser		\$2,447.00		All KWH		\$0.06053/kwh	
500 Primary Riser		\$4,074.00		Demand Charge			
750 Primary Riser		\$4,074.00		All KWH		\$9.10/KW	
Other Connection Fees							
Switch Make-Up Fee		\$1083.00		SOLAR FEES AND RATES October 1, 2022			
Connect into Developers Switch Fuse Bay		\$1690.00		Application Review Fee (1 st Review)		\$200.00	
Connect into Existing Switch per Bay		\$8,999.00		Each Additional Review		\$75.00	
				Bi-Directional Meter Fee		\$375.00	
Connect into an Existing Vault per KVA		\$6.50		Residential Base Rate		6 kW AC or Less	\$20.00
				Residential Base Rate		12 kW AC or less	\$31.00
Elbow Termination Fee		\$99.00		Residential Base Rate		Any size W/Batt	\$41.00
Plan Review Fee 3 + per		\$100.00		*See Grid-Tied Policy for additional base rates and application review details.			
Impact Fee Schedule Approved November 17, 2022				* Impact Fee= Base Impact Fee (\$ per kW) \$600.69			
Service Amps	120/240 Single Phase	Commercial 120/240 Single Phase	Commercial Industrial 120/208 Three Phase	Commercial Industrial 240/480 Three Phase	Commercial Industrial 277/480 Three Phase		
125	\$1,622	NA	NA	NA	NA		
200	\$2,595	\$4,902	\$7,358	\$16,979	\$16,979		
300	\$3,892	\$7,352	\$11,037	\$25,469	\$25,469		
400	\$5,190	\$9,803	\$14,715	\$33,958	\$33,958		
500	\$6,487	\$12,254	\$18,394	\$42,448	\$42,448		
600	\$7,785	\$14,705	\$22,073	\$50,938	\$50,938		
700	NA	\$17,156	\$25,752	\$59,427	\$59,427		
800	NA	\$19,607	\$29,431	\$67,917	\$67,917		
900	NA	\$22,057	\$33,110	\$76,407	\$76,407		
1000	NA	\$24,508	\$36,788	\$84,896	\$84,896		
1100	NA	\$26,959	\$40,467	\$93,386	\$93,386		
1200	NA	\$29,410	\$44,146	\$101,875	\$101,875		
1300	NA	\$31,861	\$47,825	\$110,365	\$110,365		
1400	NA	\$34,311	\$51,504	\$118,855	\$118,855		
1500	NA	\$36,762	\$55,183	\$127,344	\$127,344		
1600	NA	\$39,213	\$58,861	\$135,834	\$135,834		
1700	NA	\$41,664	\$62,540	\$144,324	\$144,324		
1800	NA	\$44,115	\$66,219	\$152,813	\$152,813		
1900	NA	\$46,565	\$69,898	\$161,303	\$161,303		
2000	NA	\$49,016	\$73,577	\$169,792	\$169,792		
2500	NA	\$61,270	\$91,971	\$212,241	\$212,241		
3000	NA	\$73,524	\$110,365	\$254,689	\$254,689		

Impact Fees From 75% to 100%

Residential 1Φ										Commercial 1Φ									
	120/240				Factor	Study					120/240				Factor	Study			
	50%	75%	Factor	100%		378 Base	50%	75%	100%		50%	75%	Factor	100%		378 Base	50%	75%	100%
						300.34 Base		450.52 Base	600.69 Base										
125	811	1216	9.7280	1622	12.9760	1021	811	1216	\$1,622	125	2451	3676	18.3800	4902	24.5100	3084	2451	3676	\$4,902
200	1297	1946	9.7300	2595	12.9750	1633	1297	1946	\$2,595	200		5514	18.3800	\$7,352	24.5082	4627	3676	5514	\$7,352
300		2919	9.7300	\$3,892	12.9749	2449	1946	2919	\$3,892	300			18.3800	9803	24.5075	6169	4902	7352	\$9,803
400	2595	3892	9.7300	5190	12.9750	3266	2595	3892	\$5,190	400	4902	7352	18.3800						
500		4865	9.7300	\$6,487	12.9749	4082	3244	4866	\$6,487	500		9190	18.3800	\$12,254	24.5082	7711	6127	9191	\$12,254
600	3892	5839	9.7317	7785	12.9750	4899	3892	5839	\$7,785	600	7352	11029	18.3817	14705	24.5083	9253	7352	11029	\$14,705
700										700		12866	18.3800	\$17,156	24.5082	10796	8578	12867	\$17,156
800										800		14074	17.5925	\$19,607	24.5082	12338	9803	14705	\$19,607
900										900		16542	18.3800	\$22,057	24.5082	13880	11028	16543	\$22,057
1000										1000		18830	18.8300	\$24,508	24.5082	15422	12254	18381	\$24,508
1100										1100		20218	18.3800	\$26,959	24.5082	16965	13479	20219	\$26,959
1200										1200		22056	18.3800	\$29,410	24.5082	18507	14705	22057	\$29,410
1300										1300		23894	18.3800	\$31,861	24.5082	20049	15930	23896	\$31,861
1400										1400		25732	18.3800	\$34,311	24.5082	21591	17155	25734	\$34,311
1500										1500		27570	18.3800	\$36,762	24.5082	23134	18381	27572	\$36,762
1600										1600		29408	18.3800	\$39,213	24.5082	24676	19606	29410	\$39,213
1700										1700		31246	18.3800	\$41,664	24.5082	26218	20832	31248	\$41,664
1800										1800		33084	18.3800	\$44,115	24.5082	27760	22057	33086	\$44,115
1900										1900		34922	18.3800	\$46,565	24.5082	29303	23282	34924	\$46,565
2000										2000		36760	18.3800	\$49,016	24.5082	30845	24508	36762	\$49,016
2500										2500		45950	18.3800	\$61,270	24.5082	38556	30635	45953	\$61,270
3000										3000		55140	18.3800	\$73,524	24.5082	46267	36762	55144	\$73,524

	Commercial/Industrial 3Φ											Commercial/Industrial 3Φ									
	120/208				Study							240/480 & 277/480				Study					
	50%	75%	Factor	100%	Factor	378 Base	300.34 Base	450.52 Base	600.69 Base	50%		75%	Factor	100%	Factor	378 Base	300.34 Base	450.52 Base	600.69 Base		
125										125											
200	3679	5518	27.5900	7358	36.7900	4630	3679	5518	\$7,358	200	8490	12734	63.6700	16979	84.8950	10685	8489	12735	\$16,979		
300		8277	27.5900	\$11,037	36.7884	6945	5518	8277	\$11,037	300		19101	63.6700	\$25,469	84.8962	16027	12734	19102	\$25,469		
400	7358	11036	27.5900	14715	36.7875	9260	7358	11037	\$14,715	400	16979	25469	63.6725	33958	84.8950	21369	16979	25469	\$33,958		
500		13795	27.5900	\$18,394	36.7884	11575	9197	13796	\$18,394	500		31835	63.6700	\$42,448	84.8962	26712	21224	31836	\$42,448		
600	11036	16555	27.5917	22073	36.7883	13890	11036	16555	\$22,073	600		38202	63.6700	\$50,938	84.8962	32054	25468	38204	\$50,938		
700		19313	27.5900	\$25,752	36.7884	16205	12876	19314	\$25,752	700		44569	63.6700	\$59,427	84.8962	37396	29713	44571	\$59,427		
800	14715	22073	27.5913	29431	36.7888	18520	14715	22073	\$29,431	800	33958	50938	63.6725	67917	84.8963	42739	33958	50938	\$67,917		
900		24831	27.5900	\$33,110	36.7884	20835	16554	24832	\$33,110	900		57303	63.6700	\$76,407	84.8962	48081	38203	57305	\$76,407		
1000		27590	27.5900	\$36,788	36.7884	23150	18394	27591	\$36,788	1000		63670	63.6700	\$84,896	84.8962	53423	42447	63673	\$84,896		
1100		30349	27.5900	\$40,467	36.7884	25465	20233	30351	\$40,467	1100		70037	63.6700	\$93,386	84.8962	58766	46692	70040	\$93,386		
1200		33108	27.5900	\$44,146	36.7884	27780	22073	33110	\$44,146	1200	50938	76406	63.6717	101875	84.8958	64108	50937	76407	\$101,875		
1300		35867	27.5900	\$47,825	36.7884	30095	23912	35869	\$47,825	1300		82771	63.6700	\$110,365	84.8962	69450	55182	82774	\$110,365		
1400		38626	27.5900	\$51,504	36.7884	32410	25751	38628	\$51,504	1400		89138	63.6700	\$118,855	84.8962	74792	59426	89142	\$118,855		
1500		41385	27.5900	\$55,183	36.7884	34725	27591	41387	\$55,183	1500		95505	63.6700	\$127,344	84.8962	80135	63671	95509	\$127,344		
1600		44144	27.5900	\$58,861	36.7884	37040	29430	44146	\$58,861	1600		101872	63.6700	\$135,834	84.8962	85477	67916	101876	\$135,834		
1700		46903	27.5900	\$62,540	36.7884	39355	31270	46905	\$62,540	1700		108239	63.6700	\$144,324	84.8962	90819	72161	108243	\$144,324		
1800		49662	27.5900	\$66,219	36.7884	41670	33109	49665	\$66,219	1800		114606	63.6700	\$152,813	84.8962	96162	76405	114611	\$152,813		
1900		52421	27.5900	\$69,898	36.7884	43985	34948	52424	\$69,898	1900		120973	63.6700	\$161,303	84.8962	101504	80650	120978	\$161,303		
2000		55180	27.5900	\$73,577	36.7884	46300	36788	55183	\$73,577	2000		127340	63.6700	\$169,792	84.8962	106846	84895	127345	\$169,792		
2500		68975	27.5900	\$91,971	36.7884	57875	45985	68979	\$91,971	2500		159175	63.6700	\$212,241	84.8962	133558	106119	159181	\$212,241		
3000		82770	27.5900	\$110,365	36.7884	69450	55182	82774	\$110,365	3000		191010	63.6700	\$254,689	84.8962	160270	127342	191018	\$254,689		

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH
APPROVING MODIFICATION OF THE POWER IMPACT FEE RECOVERY RATE**

WHEREAS the City of Council of Hurricane, Utah has by ordinance previously imposed impact fees in order to provide funding for public utilities and services needed to serve property and residents within the City of Hurricane; and

WHEREAS the City has undertaken a study for the purpose of preparing a Capital Facility Plan and Impact Fee Facility Plan for Power in accordance with the Utah Impact Fee Act contained in Utah law which identifies the demands placed upon existing facilities and services by new development activity and the proposed means by which the City will meet those demands; and

WHEREAS said City Council finds and determines that said Impact Fee Facility Plan establishes a need to impose impact fees on development activity in order to achieve an equitable allocation to the costs borne in the past and to be borne in the future; and

WHEREAS the City desires to assess and impose impact fees based upon said Power Impact Fee Facility Plan and the analysis contained therein; and

WHEREAS a public hearing, after public notice as required by law, has been held by the Hurricane City Council on the 17th day of November, 2022 to take comments on modifications to the power impact fee recovery rate from Said Capital Facility Plan and Impact Fee Facility Plan for Power that was first approved on December 20, 2018, a copy of which has been available at the Hurricane City Office and the Hurricane Branch of the Washington County Library for a period of 10 days prior to such public hearing;

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

- 1.. Based upon the analysis set forth in the Plan approved above, the City hereby adopts the Power Impact Fees shown on the attached Exhibit A at the 100% recovery level.
2. In order to ensure that impact fees are imposed fairly and in order to respond to unusual circumstances in specific cases, the City may adjust the standard impact fee at the time the fee is charged. Such adjustment shall be made only upon specific written request to the City by persons subject to payment of such fees and after consideration of the matter by the City at a regular meeting of the Hurricane City Council.
3. The City may adjust the amount of impact fees to be paid on any specific development based upon studies and data submitted by the developer evidencing that the impact fee imposed is unfair or not reasonably related to the impacts caused by such new development. The application to adjust fees, together with any supporting data and studies, shall be submitted to the City staff for review and recommendation to the City Council. Within 30 days, the City

Council shall consider all pertinent information and make any adjustments deemed appropriate at a regular meeting of the City Council.

4. The City may grant to a developer who constructs facilities included in the Impact Fee Facilities Plan impact fee credits in accordance with Title 9, Chapter 6 of the Hurricane City Code.

5. The City will respond to a request by a state entity, school district, or charter school for an individualized review of the fees charged to their facilities. Said response shall be completed within 30 days of the request.

6. All fees received by the City pursuant to this Ordinance shall be used, accounted for, and, as appropriate, refunded, in compliance with Utah Code Title 11, Chapter 36, Impact Fees Act, Part 6, Impact Fee proceeds.

7. The City may exempt low income housing development from the imposition of an impact fee based on analysis of the broad public purpose being served by the development.

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

PASSED AND APPROVED THIS 17th DAY OF NOVEMBER 2022.



Nanette Billings
Nanette Billings, Mayor

ATTEST:

Cindy Beteag
Cindy Beteag, Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 17th day of November 2022. Whereupon a motion to adopt and approve said Resolution was made by Joseph Prete and seconded by Kevin Thomas. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	<u>X</u>	—	—	—
David Sanders	<u>X</u>	—	—	—
David Hirschi	<u>X</u>	—	—	—

Kevin Thomas
Doug Heideman

X
X

—
—

—
—

—
—

Cindy Beteag

Cindy Beteag, Recorder

“EXHIBIT A”

**Hurricane City
2018 Impact Fee Analysis**

**Summary of Charges For Residential & Commercial Customers
Current and Proposed Impact Fees**

Description / Panel Rating	Current Impact Fee	Proposed Impact Fee at 100% Recovery Level
Base Impact Fee (\$ per kW)	\$ 450.52	\$ 600.69
Assumed Panel Utilization		
Residential	0.1	10.0%
Commercial / Industrial	0.2	20.0%
Assumed Power Factor		
Residential	0.9	90%
Commercial / Industrial	0.85	85%
Impact Fee Charge for Applicable Panel Size		
<u>Residential (120/240, 1 phase)</u>		
200 Amp	1,946	2,595
400 Amp	3,892	5,190
600 Amp	5,839	7,785
<u>Commercial (120/240, 1 phase)</u>		
200 Amp	3,676	4,902
400 Amp	7,352	9,803
600 Amp	11,029	14,705
<u>Commercial / Industrial (120/208, 3 phase)</u>		
200 Amp	5,518	7,358
400 Amp	11,036	14,715
600 Amp	16,555	22,073
800 Amp	22,073	29,431
<u>Commercial / Industrial (277/480, 3 phase)</u>		
200 Amp	12,734	16,979
400 Amp	25,469	33,958
800 Amp	50,938	67,917
1200 Amp	76,406	101,875
		-

**Hurricane City
2018 Impact Fee Analysis**

**Summary of Charges For Residential & Commercial Customers
Current and Proposed Impact Fees**

Description / Panel Rating	Current Impact Fee	Proposed Impact Fee at 100% Recovery Level
Base Impact Fee (\$ per kW)	\$ 450.52	\$ 600.69
Assumed Panel Utilization		
Residential	0.1	10.0%
Commercial / Industrial	0.2	20.0%
Assumed Power Factor		
Residential	0.9	90%
Commercial / Industrial	0.85	85%
Impact Fee Charge for Applicable Panel Size		
<u>Residential (120/240, 1 phase)</u>		
125 Amp	1,216	1,622
200 Amp	1,946	2,595
300 Amp	2,919	3,892
400 Amp	3,892	5,190
500 Amp	4,865	6,487
600 Amp	5,839	7,785
700 Amp	N/A	N/A
800 Amp	N/A	N/A
900 Amp	N/A	N/A
1000 Amp	N/A	N/A
1100 Amp	N/A	N/A
1200 Amp	N/A	N/A
1300 Amp	N/A	N/A
1400 Amp	N/A	N/A
1500 Amp	N/A	N/A
1600 Amp	N/A	N/A
1700 Amp	N/A	N/A
1800 Amp	N/A	N/A
1900 Amp	N/A	N/A
2000 Amp	N/A	N/A
2500 Amp	N/A	N/A
3000 Amp	N/A	N/A

Commercial (120/240, 1 phase)

200 Amp	3,676	4,902
300 Amp	5,514	7,352
400 Amp	7,352	9,803
500 Amp	9,190	12,254
600 Amp	11,029	14,705
700 Amp	12,866	17,156
800 Amp	14,074	19,607
900 Amp	16,542	22,057
1000 Amp	18,830	24,508
1100 Amp	20,218	26,959
1200 Amp	22,056	29,410
1300 Amp	23,894	31,861
1400 Amp	25,732	34,311
1500 Amp	27,570	36,762
1600 Amp	29,408	39,213
1700 Amp	31,246	41,664
1800 Amp	33,084	44,115
1900 Amp	34,922	46,565
2000 Amp	36,760	49,016
2500 Amp	45,950	61,270
3000 Amp	55,140	73,524

Commercial / Industrial (120/208, 3 phase)

200 Amp	5,518	7,358
300 Amp	8,277	11,037
400 Amp	11,036	14,715
500 Amp	13,795	18,394
600 Amp	16,555	22,073
700 Amp	19,313	25,752
800 Amp	22,073	29,431
900 Amp	24,831	33,110
1000 Amp	27,590	36,788
1100 Amp	30,349	40,467
1200 Amp	33,108	44,146
1300 Amp	35,867	47,825
1400 Amp	38,626	51,504
1500 Amp	41,385	55,183
1600 Amp	44,144	58,861
1700 Amp	46,903	62,540
1800 Amp	49,662	66,219
1900 Amp	52,421	69,898
2000 Amp	55,180	73,577
2500 Amp	68,975	91,971
3000 Amp	82,770	110,365

Commercial / Industrial (277/480, 3 phase)

200 Amp	12,734	16,979
300 Amp	19,101	25,469
400 Amp	25,469	33,958
500 Amp	31,835	42,448
600 Amp	38,202	50,938
700 Amp	44,569	59,427
800 Amp	50,938	67,917
900 Amp	57,303	76,407
1000 Amp	63,670	84,896
1100 Amp	70,037	93,386
1200 Amp	76,406	101,875
1300 Amp	82,771	110,365
1400 Amp	89,138	118,855
1500 Amp	95,505	127,344
1600 Amp	101,872	135,834
1700 Amp	108,239	144,324
1800 Amp	114,606	152,813
1900 Amp	120,973	161,303
2000 Amp	127,340	169,792
2500 Amp	159,175	212,241
3000 Amp	191,010	254,689

**Hurricane City
2018 Impact Fee Analysis**

**Summary of Charges For Residential & Commercial Customers
Current and Proposed Impact Fees**

Line No.	Description / Panel Rating	Impact Fee in 2018	Current Impact Fee	Prct at Vari
				100%
1	Base Impact Fee (\$ per kW)	\$ 378.00	\$ 450.52	\$ 600.69
	Assumed Panel Utilization			
2	Residential		0.1	10.0%
3	Commercial / Industrial		0.2	20.0%
	Assumed Power Factor			
4	Residential		0.9	90%
5	Commercial / Industrial		0.85	85%
	Impact Fee Charge for Applicable Panel Size			
	<u>Residential (120/240, 1 phase)</u>			
6	200 Amp	1,844	1,946	2,595
7	400 Amp	3,689	3,892	5,190
8	600 Amp	N/A	5,839	7,785
	<u>Commercial (120/240, 1 phase)</u>			
10	200 Amp	1,844	3,676	4,902
11	400 Amp	3,689	7,352	9,803
	600 Amp	N/A	11,029	14,705
	<u>Commercial / Industrial (120/208, 3 phase)</u>			
13	200 Amp	2,768	5,518	7,358
14	400 Amp	5,537	11,036	14,715
15	600 Amp	8,306	16,555	22,073
	800 Amp	11,074	22,073	29,431
	<u>Commercial / Industrial (277/480, 3 phase)</u>			
17	200 Amp	6,389	12,734	16,979
18	400 Amp	12,778	25,469	33,958
19	800 Amp	25,556	50,938	67,917
20	1200 Amp	38,334	76,406	101,875
				-

S

Proposed Impact Fee	
Various Recovery Levels	
75%	50%
\$ 450.52	\$ 300.34
10.0%	10.0%
20.0%	20.0%
90%	90%
85%	85%
1,946	1,297
3,892	2,595
5,839	3,892
3,676	2,451
7,352	4,902
11,029	7,352
5,518	3,679
11,037	7,358
16,555	11,036
22,073	14,715
12,735	8,490
25,469	16,979
50,938	33,958
76,407	50,938
-	-



STAFF COMMENTS

Discussion regarding a potential **new policy governing the submission of agenda items** for City Council review.

Discussion:

City staff is proposing a written policy to govern the submission of agenda items for City Council review. The key points of the proposed policy are as follows:

1. Moving the agenda item cutoff date to noon on the Tuesday of the week prior to the Council's meeting. This will allow a draft agenda to be prepared on Tuesday afternoon and presented to the Department Heads for the Wednesday morning weekly staff meeting. Currently, Department Heads do not see the agenda until the day before the Council's meeting and therefore have limited ability to provide input. By giving Department Heads an opportunity to review the agenda items one week prior to the meeting, staff can provide more meaningful feedback and--in some circumstances--it may be determined that certain items should not be on agenda but should be referred to staff first.
2. Finalizing the agenda one week prior to the Council's meeting. By moving up the agenda cutoff date, the agenda and packet can be finalized one week prior to the meeting. This will allow the Council a more reasonable time to review the volume of material that is presented in the packet and will likely result in more informed decisions by the Council. The Council should discuss how to handle items recommended from the Planning Commission because those meetings happen one week before the Council's meeting and Planning staff need time to update staff reports to include in the Council's packet. Either (1) items from the Planning Commission would need to be given an exception to this process or (2) items referred by the Planning Commission would be delayed an additional 2 weeks (three weeks in total instead of one).
3. Provide some formality to the setting of the agenda. It is always difficult to say no to a plea to be put on the agenda at the last minute. However, "emergency legislation" is generally not a practice that results in the best decisions. Good decisions generally take careful consideration--which takes time. By adopting a formal, written policy, the Mayor and Council can fall back on the policy when faced with last-minute requests and therefore ensure the Council has adequate time to consider applications.
4. Procedure for donation requests. Staff is proposing that requests for donations be made a part of the annual budgeting process. This will allow the Council to evaluate donation requests while also considering the City's many other financial obligations. By allowing isolated donation requests to be made to the Council throughout the year, it subjects the Council to pressures that might lead to donations that might not be made if the budget were considered as a whole. Donation requests made outside of the annual

budget approval would be required to go through the public hearing process and other criteria as required by Utah State Code.

Findings:

Recommendation:

Staff recommends that the Council adopt a formal, written policy governing agenda item submissions consistent with the points outlined above. If the Council is in favor of such a policy, it is recommended that the Council provide direction to the City Attorney on the content of the policy so that a draft can be prepared.

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of a Resolution **transferring appropriated balance of funds between departments in the same fund.** -Kaden DeMille

Discussion:

This agenda item addresses two budget-related items that staff is recommending to the Mayor and Council for approval.

1. In order to keep up with the market wages for police officers in Southern Utah, we are proposing to match the county-wide police officer wage increase of \$6 an hour.

Over the course of 2022, Hurricane City has made great efforts in keeping up with market wages of our police officers. Year-to-date we implemented a 2% wage increase in January of 2022 and a 5% wage increase in July of 2022.

This proposed increase would bring police officer wages up to at least a \$6 an hour to match market adjustments of other departments in Southern Utah.
The necessary increase equates to roughly \$143,000.

2. Currently in Kent's Pro Shop budget are funds earmarked to begin design and engineer work on remodeling the clubhouse and expansion of the clubhouse area. Jeff's maintenance operations crew is currently in a position to be able to work on and complete a much-needed reworking of the pond on holes 11 and 12. After discussion with Kent and Jeff, it was agreed that the pond should be placed on a higher priority than the design work to the clubhouse.

This change would allow Jeff's crew time to complete the necessary work prior to the busy golfing season at Sky Mountain and it will give Kent the chance to take advantage of design and engineering work at a more favorable time due to the current economy.

The necessary transfer of funds equates to roughly \$37,500.

According to State Code 10-6-125, a resolution from the council is necessary to transfer funds between departments in the same fund.

Findings:

Recommendation:

Attachments:

1. Resolution 2023-03 Transferring funds within the General Fund

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING
A TRANSFER OF APPROPRIATION BALANCE BETWEEN DEPARTMENTS IN
THE SAME FUND**

WHEREAS, the City Council of Hurricane, Utah has authority under Utah Code Section 10-6-125 to transfer any unencumbered or unexpended appropriation balance or portion thereof from one department in a fund to another department within the same fund; and

WHEREAS, the Animal Control Capital Facility budget has an appropriation balance that qualifies to be transferred to the Police Department budget; and

WHEREAS, the Sky Mountain Golf Course Pro Shop budget has an appropriation balance that qualifies to be transferred to the Sky Mountain Golf Course Maintenance Operations budget; and

WHEREAS, the City Council deems it necessary and desirable to transfer a portion of the Animal Control Capital Facility budget to the Police Department budget to match the County-wide police officer wage increase.; and

WHEREAS, the City Council deems it necessary and desirable to transfer a portion of the Sky Mountain Golf Course Pro Shop budget to the Sky Mountain Golf Course Maintenance Operations budget to adjust to the capital project needs of the Sky Mountain Golf Course;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the necessary funds be transferred in the following manner:

1. From the Animal Control Capital Facility budget to the Police Department budget in an amount sufficient to match the County-wide police officer wage increase and
2. The Sky Mountain Golf Course Pro Shop budget to the Sky Mountain Golf Course Maintenance Operations budget to adjust to the capital project needs of the Sky Mountain Golf Course.

PASSED AND APPROVED THIS 5TH day of January, 2023.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 5th day of January, 2023. 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, Recorder



STAFF COMMENTS

Consideration and possible approval of an Independent Contractor Agreement for Zion's Regional Collaborative

Discussion:

The City is a member of the Zoin Regional Collaborative (ZRC). The ZRC is made up City's along the Zion corridor, Washington County, Iron County, and other stakeholders. The ZRC, for the last few years, has had an independent contractor that was paid for by an agreement between the parties. This coordinator's main duties are to help facilitate planning meetings for the area, seek grants for infrastructure improvements, meet with stakeholders, help implement projects and represent the ZRC and its members. The current contractor, Emily Friedman, has had to move out of the area. The ZRC sought a new contractor but could not secure someone in the area. Therefore, the ZRC Guiding Subcommittee agreed to offer Ms. Friedman a one-year contract to fulfill these duties remotely and then travel to the area for in-person meetings as needed.

The ZRC Coordinating Committee, which Hurricane City is part of, is not concerned with keeping Ms. Friedman. The Committee has felt very pleased with her job performance and has accomplished several projects over the last few years, including securing trail funding for a trail from La Verkin to Zion and getting sections of SR-9 as a scenic byway.

This agreement does obligate the City in a few ways. 1) The contract states that Hurricane City will pay a total of \$10,000 to help pay for the contractor. This year, the City budgeted \$12,000 for the position. 2) For ZRC Coordinating Council Workshops, the host City will help pay for those meetings. This mostly includes the venue, treats, copies, etc. These meetings happen quarterly and rotate to a new location. It is likely that Hurricane City will host one of these meetings in the next 12 months, but does not anticipate that cost of hosting these meetings will be significant.

Findings:

Recommendation:

Staff recommends that the City Council approve the agreement.

Attachments:

1. Independent Contractor Agreement 2022 - 2023.docx (2)

Independent Contractor Agreement

Zion Regional Collaborative Coordinator

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) has an effective date of _____ (the “Effective Date”) and is entered by and between Emily Friedman, an individual (the “Coordinator”), and the following entities that will be collectively referred to in this Agreement as the “Clients”: **City of Hurricane**, a Utah municipal corporation (“Hurricane”); **City of La Verkin**, a Utah municipal corporation (“La Verkin”); **Iron County**, a political subdivision of the State of Utah (“Iron County”); **Town of Rockville**, a Utah municipal corporation (“Rockville”); **Town of Springdale**, a Utah municipal corporation (“Springdale”); **Town of Virgin**, a Utah municipal corporation (“Virgin”); **Iron County**, a political subdivision of the State of Utah (“Iron County”), **Washington County**, a political subdivision of the State of Utah (“Washington County”); and Zion Natural History Association, a Utah non-profit corporation doing business as **Zion Forever Project** (“Zion Forever Project”). The Coordinator and the Clients are referred to in this Agreement as the “Parties.”

RECITALS

A. The Zion Regional Collaborative (“ZRC”) is an informal association of municipalities, public land management agencies, state agencies, and other interested parties that provides regional planning and coordination in the Zion Canyon area;

B. The Clients actively participate in the ZRC, and they recognize ZRC’s value in promoting effective communication, addressing regional challenges, and developing regionally beneficial projects; and

C. The Clients have determined that the ZRC is best served by engaging a ZRC coordinator who could serve as an independent contractor; and

D. The ZRC’s Coordinating Council approved this course of action during a June 2020 ZRC workshop; and

E. The Parties to this Agreement believe an independent contractor position would maintain the independence and sustainability of the ZRC; and

F. The Clients would like to engage the Coordinator to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement; and

G. The Coordinator has the expertise, experience, and training to provide the services required under this Agreement; and

H. The Coordinator is willing to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement.

AGREEMENT TERMS

The Coordinator and the Clients agree to the following terms:

1. Independent Coordinator. Subject to the terms and conditions of this Agreement, the Clients hereby engage Coordinator as an independent Coordinator to perform the services identified in Section 2, and Coordinator hereby accepts this engagement. The “Term” of this Agreement begins on _____ and ends on _____, unless this Agreement is terminated earlier in accordance with its terms.

2. Coordinator’s Services. During the Term of this Agreement, Coordinator shall provide the following services (hereafter the “Services”):

a. Promote efforts that enhance or protect the Zion region’s assets, which include, but are not limited to community character and quality of life, economic vitality, quality of visitor experience, environmental well-being, natural assets, and scenic qualities, recreational opportunities, and historical, cultural, or archeological assets;

b. Coordinate communication among agencies and organizations regarding all projects and efforts of the ZRC and cooperate with state, federal, local governments, as well as private landowners and organizations;

c. Manage projects to implement the purposes and goals of the ZRC coordinating council as broadly established in the ZRC’s Purpose and Protocols document, described by the Guiding Subcommittee, and/or defined by a consensus of the ZRC Coordinating Council during Workshops;

d. Design, develop, and facilitate four in-person ZRC Coordinating Council Workshops, to be scheduled in advance and held in or near Washington County, Utah;

e. Meet in-person with ZRC partners and strategic stakeholders, conduct in-person coordination with key personnel on ZRC projects, and conduct other in-person ZRC business over the course of four separate three-consecutive-day periods scheduled in conjunction with the four ZRC Coordinating Council Workshops;

f. Report monthly to the ZRC Guiding Subcommittee concerning progress on projects and Workshops and follow up with individuals who were not able to attend the Progress Check within one week; and

g. Additional tasks at the request of the ZRC Guiding Subcommittee or ZRC Coordinating Council.

3. Compensation. Coordinator's compensation for Services rendered during the Term of this Agreement shall be \$53,800, paid in twelve monthly installments of \$4,483.33. Compensation will be paid in accordance with this Section 3. Coordinator must submit a monthly invoice to Springdale for past Services rendered under this Agreement. Invoices will be submitted by the 15th of each month. Within 10 days of receipt of a timely monthly invoice for services rendered during the Term, Springdale will issue payment of \$4,483.33 to Coordinator. If this Agreement is terminated early, Springdale will issue only a partial payment on a pro rata basis based on the number of days in the month the Agreement is terminated.

4. Travel and Reimbursement. The Coordinator will cover all costs of the Coordinator's travel, including transportation to quarterly Workshops, with the exception of housing during these Workshops, which will be provided by ZRC partners. The Clients will not compensate the Coordinator with any mileage reimbursement or other travel related costs.

5. ZRC Coordinating Council Workshop Expenses. The ZRC partners will be responsible for covering expenses, other than the Coordinator's travel expenses, associated with the ZRC Coordinating Council Workshops. These costs include the cost of the meeting venue, refreshments, and other associated costs. If ZRC Guiding Subcommittee directs the Coordinator to provide additional materials or services at a Workshop that are not a typical and normal part of the Workshop (e.g. handouts, copies, facilitation materials such as sticky notes, etc.), the Coordinator may request reimbursement for the direct costs associated with these materials or services. The Coordinator must obtain approval of the ZRC Guiding Subcommittee in advance before incurring expenses associated with these materials or services. To obtain a reimbursement, the Coordinator shall submit documentation for the approval of the expenditure and a receipt, and Springdale will issue a reimbursement check to the Coordinator. The Clients agree to share equally in the cost of reimbursements paid under this Section 4.

6. Termination. This Agreement may be terminated upon any of the following grounds:

- a. Three or more of the Clients vote to terminate the Agreement;
- b. Death of Coordinator;
- c. Coordinator is unable to perform the Services because of a physical or mental disability;
- d. Coordinator fails to cure any breach of this Agreement within 10 days of receipt of written notice by one of the Clients to cure such breach; and
- e. An event or circumstance that is outside the control of the Parties prevents the Coordinator from performing the obligations of this Agreement

7. Coordinator's Status; Nonexclusive Contract. The Coordinator is an independent contractor. The Coordinator is not an agent of the Clients or any of the organizations who participate in the ZRC. The Coordinator shall not enter into any contract that has the effect of

creating any obligation for any of the Parties. The Coordinator may undertake other employment during the Term of this Agreement only if that employment does not interfere with the Coordinator's Services provided under this Agreement. The Coordinator shall act in good faith in accepting employment that could overlap with the responsibilities and geographic area of this contract.

8. Contributions for Coordinator's Compensation. The Clients agree to share in the cost of the Coordinator's compensation in accordance with the following schedule:

<u>Participating Entity</u>	<u>Quarterly Contribution</u>	<u>Total Contribution</u>
Hurricane	\$2,500	\$10,000
La Verkin	\$1,625	\$6,500
Rockville	\$412.50	\$1,650
Springdale	\$2,750	\$11,000
Virgin	\$412.50	\$1,650
Iron County	\$1,000	\$4,000
Washington County	\$2,875	\$11,500
Zion Forever Project	\$1,875	\$7,500

These parties shall submit the quarterly contribution specified above to the Town of Springdale on or before January 15, 2023, April 15, 2023, July 15, 2023, and October 15, 2023. Alternatively, these parties may remit the total contribution to Springdale in one payment that must be received on or before January 15, 2023.

9. Nature of Independent Contractor Relationship. The Parties expressly acknowledge and agree to the following:

- a. The Clients and ZRC are entitled to all of the benefits arising from or incident to the Services performed by Coordinator under this Agreement;
- b. The Clients will not control the manner, means, or methods of the Services provided under this Agreement; and
- c. Coordinator will use Coordinator's best efforts to provide the Services to the satisfaction of the Clients and the ZRC.

10. Contractor's Payment of Taxes, Insurance, and other Expenses. Because the Coordinator is engaged on an independent contractor basis, and not as an employee, the Clients will not offer Coordinator any benefits, including medical insurance, unemployment insurance,

worker's compensation insurance, dental insurance, or any other benefit offered. Additionally, the Clients will not pay any federal, state, or local taxes in connection with any amounts paid to Coordinator for the performance of the Services under this Agreement. Coordinator shall be responsible for the payment of all taxes payable with respect to all amounts paid to Coordinator under this Agreement. Coordinator shall assume all responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

11. Modifications. A modification of, or amendment to, any provision contained in this Agreement will be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

12. Assignment and Subcontracting. Coordinator shall not assign or subcontract any duties or responsibilities under this Agreement. Any attempted assignment of this Agreement is void.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and none other.

14. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action.

15. Attorney's Fees and Costs. In the event that any legal action is filed to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs and attorneys' fees from the non-prevailing party.

16. Segregation. In the event one or more of the provisions of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Further Assurances. Each Party hereto agrees upon request to execute in a timely manner any further documents or instruments reasonably necessary or desirable to carry out the purposes or intent of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the specific subject matter hereof, and no Party shall be liable or bound by any representation, warranty, covenant or agreement except as specifically set forth herein. Any previous agreement (whether written, oral or implied) among the Parties relative to the specific subject matter hereof is superseded by this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, by original or facsimile signature, each of which will be considered an original.

Town of Springdale

Mayor Barbara Bruno

Attest

Town of Rockville

Mayor Pam Leach

Attest

Town of Virgin

Mayor Jean Krause

Attest

City of La Verkin

Mayor Kelly Wilson

Attest

City of Hurricane

Mayor Nannette Billings

Attest

Washington County

By:
Its:

Attest

Iron County

**Zion Natural History Association, a Utah
non-profit corporation**

By:
Its:

By:
Its:

Attest

Attest

ZRC Independent Contractor

By:



STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-01 Amending 8-1-4 & 8-4-4 regarding fees for connection of municipal power and water services**

Discussion:

On April 21, 2022, the City Council approved a fee schedule for municipal power services. Some of the fees, such as the after-hour turn fee and meter tampering fee, should be the same for water services, but the resolution previously approved mistakenly only addressed power services. The proposed resolution updates the language so it is the same for water and power services.

Findings:

Recommendation:

Staff recommends approval of this resolution.

Attachments:

1. Resolution 2023-01 Amending fees associated with connections for power and water

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
AMENDING FEES RELATED TO CONNECTION OF MUNICIPAL POWER AND
WATER SERVICES.**

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

WHEREAS Hurricane City Code sections 8-1-4 & 8-4-4 authorize the City Council to set by resolution fees, rates, deposit requirements, and charges associated with municipal power and water services; and

WHEREAS the City Council has previously adopted fees related to municipal power services and water services and desires to clarify and amend these fees; and

WHEREAS the Hurricane City Council finds that these clarifications and amendments are necessary and desirable for the preservation and protection of the health, safety, and welfare of the residents of Hurricane,

BE IT HEREBY RESOLVED by the Hurricane City Council that the following schedule of fees, rates, deposit requirements, and charges associated with municipal power and water services are hereby approved and adopted:

- Utility Deposit \$300.00
- Turn On/Transfer Fee \$20.00
- After-Hours Turn On Fee \$120.00
- Non-Payment Reconnect Fee \$50.00
- Meter Seal Tamper Fee \$250.00
- Non-Payment Penalty \$10.00
- Turn on Fee Requiring Additional
Time, Labor, or Manpower \$100.00

BE IT FURTHER RESOLVED that this Resolution shall take effect at the earliest date allowed by law.

DATED this 5th day of January 2023.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Hurricane City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 5th day of January 2023. 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



STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-02 Adopting a fee for Identification Cards**-Lynn Excell

Discussion:

Hurricane Police Department provides ID cards for those who are authorized to sell alcohol under the E.A.S.Y. law (Elimination of Alcohol Sales to Youth). We are requesting that starting in January 2023, we charge those requesting ID cards a \$5.00 fee to pay for supplies for the special printer that is required to print these IDs, to include ID cards and ink, and to eventually replace the printer when it becomes obsolete.

Findings:

Recommendation:

Attachments:

1. Resolution 2023-02 Adopting a fees for Identification badges

**A RESOLUTION OF HURRICANE CITY, A MUNICIPAL CORPORATION OF UTAH,
ADOPTING A SCHEDULE OF FEES FOR SERVICES PROVIDED AND CHARGED
AT THE HURRICANE CITY POLICE DEPARTMENT.**

WHEREAS, the Hurricane City offers a variety of services in conjunction with the Hurricane City Police Department;

WHEREAS, certain expenses are associated with these services;

WHEREAS, the Hurricane City Council has determined the fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

BE IT RESOLVED, by the Hurricane City Mayor and City Council that the following fees shall apply to the services provided by the Hurricane City Police Department;

Identification Card fee for those authorized to sell alcohol under the E.A.S.Y. law
(Eliminating Alcohol Sales to Youth) \$5.00

The fees set forth in this Resolution shall become effective the 5th day of January 2023.

PASSED AND APPROVED this 5th day of January 2023.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Hurricane City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 5th day of January 2023. 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



STAFF COMMENTS

Ordinance 2023-01: Consideration and possible approval of a **Land Use Code Amendment to Title 10-Chapter 7-Subsection 4, Title 10-Chapter 21-Subsection 9, and Title 10-Chapter 39-Subsection 5**, all regarding public noticing requirements.

Discussion:

Findings:

Recommendation:

Attachments:

1. Noticing Process Update (1)
2. Ordinance 2023-01Public Notice Ordinance

Sec. 10-7-4. Public hearings and meetings.

Any public hearing or meeting required under this title, as the case may be, shall be scheduled and held subject to the requirements of this section.

A. *Scheduling a public hearing or meeting.* An application requiring a public hearing or meeting shall be scheduled within a reasonable time following receipt of a complete application. The amount of time between receipt of an application and holding a public hearing or meeting shall be considered in light of:

1. The complexity of the application submitted;
2. The number of other applications received which require a public hearing or meeting;
3. Available staff resources; and
4. Applicable public notice requirements.

B *Notice requirements.* The notice required by this land use ordinance shall be satisfied by actual notice or the notice specified as follows:

1. *Applicant notice.* For each land use application, the City shall notify the applicant of the date, time, and place of each public hearing and public meeting to consider the application and of any final action on a pending application.
2. *Notice of public hearings and public meetings to consider general plan or modifications.*

a. The City shall provide:

- (1) Notice of the date, time, and place of the first public hearing to consider the original adoption or any modification of all or any portion of a general plan; and
- (2) Notice of each public meeting on the subject.

b. Each notice of a public meeting under subsection B2a(12) of this section shall be at least ten calendar days before the public hearing and shall be:

- (1) ~~Published in a newspaper of general circulation in the area;~~ Published on the Utah Public Notice Website.
- (2) Mailed to each affected entity; and
- (3) Posted in at least three public locations within the City or on the City's official website;
- (4) Posted on the property; and
- (5) Mailed to:
 - (a) Each property owner whose land is directly affected by the change; and
 - (b) Each property owner within 350 feet of the proposed change;
- ~~(c)~~ If the zone change is from an agricultural or residential-agricultural zone to any non-agricultural zoning then each property owner within 500 feet will be notified

c. Each notice of a public meeting under subsection B2a(2) of this section shall be posted at least 24 hours before the meeting and shall be posted in at least three public locations within the City or on the City's official website.

3. *Notice on adoption of modification.* Notice of public hearings and public meetings on adoption of modification of the land use ordinance.

a. The City shall give:

- (1) Notice of the date, time, and place of the first public hearing to consider the adoption of any modification of a land use ordinance; and
- (2) Notice of each public meeting on the subject.

b. Each notice of a public hearing under subsection B3a(12) of this section shall be:

- (1) Mailed to each affected entity at least ten calendar days before the public hearing;
- ~~(2)~~ Posted in at least three public locations within the City or on the City's official website; and
- ~~(3)~~ Posted on the property; and
- ~~(2)(4)~~ Posted on the Utah Public Notice Website at least 10 calendar days before the public hearing; and
- ~~(3)(5)~~ Published in a newspaper of general circulation in the area at least ten calendar days before the public hearing; or Mailed at least 10~~three~~ days before the public hearing to:

- (a) Each property owner whose land is directly affected by the land use ordinance change; and
- (b) Each property owner of record within 350 feet of the proposed change~~Each adjacent property owner within the parameters specified by this title.~~

- c. Each notice of a public meeting under subsection B3a(2) of this section shall be at least 24 hours before the meeting and shall be posted in at least three public locations within the City or on the City's official website.

Sec. 10-21-9. Protection of land.

Agriculture protection area

This property is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of annoyance or inconvenience which may result from such normal agricultural uses and activities.

D. Eminent domain restrictions.

1. Approval required. A political subdivision having or exercising eminent domain powers may not condemn for any purpose any land within an agriculture protection area that is being used for agriculture production unless it has obtained approval of the City Council and the Advisory Board according to the procedures and requirements of this section.
2. Notice. Any condemner wishing to condemn property within an agriculture protection area shall file a notice of condemnation with the City Council and the agriculture protection area's Advisory Board at least 30 days before filing an eminent domain complaint.
3. Actions required of council and board. The City Council and the Advisory Board shall:
 - a. Hold a joint public hearing on the proposed condemnation;
 - b. Publish notice of the time, date, place and purpose of the public hearing ~~in a newspaper of general circulation within the City;~~ on the Utah Public Notice Website, and
 - c. Post notice of the time, date, place and purpose of the public hearing in ~~three~~ five conspicuous public places within the City, and
 - d. Mail written notice to each owner of land within 1,000 feet of the land proposed for inclusion within an agriculture protection area.

Sec. 10-39-5. Notice requirements.

- ~~A. Notice of proposed multiple-unit residential, commercial, or industrial development. Notice of any public hearing to consider a preliminary plat describing a multiple-unit residential, commercial, or industrial development shall be provided in writing to any affected entity.~~

~~B.~~ ~~A.~~ Notice of proposal to vacate some or all of a public street, right-of-way, or easement.

The legislative body shall hold a public hearing and give notice of the date, place, and time of the hearing at least ten days before the public hearing by:

1. Mailing notice to the record owner of each parcel that is accessed by the public street, right-of-way, or easement;
2. Mailing notice to each affected entity;
3. Posting notice on or near the street, right-of-way, or easement in a manner that is calculated to alert the public; ~~and~~
4. ~~Publishing notice in a newspaper of general circulation in the City; and~~
5. ~~Published on the City's official website until the public hearing concludes; and~~
- ~~5-6.~~ Publishing notice on the state public notice website.

BC. Notice for an amendment to a subdivision. For an amendment to a subdivision, the City shall provide notice of the date, time, and place of at least one public meeting;

1. At least 10 calendar days before the public meeting, the notice shall be:
 - a. Mailed to the record owner of each parcel directly adjacent of the proposed amendment; or
 - b. Posted on the property.
 - i. The applicant must post a sign at least 10 days before the public meeting in a visible location, that is sufficient in size, durable, and legible by passers-by.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDED
PUBLIC NOTICE REQUIREMENTS AS LISTED IN HURRICANE CITY CODE TITLE
10-CHAPTER 7-SUBSECTION 4, TITLE 10-CHAPTER 21-SUBSECTION 9, AND
TITLE 10-CHAPTER 39-SUBSECTION 5, TO THE HURRICANE CITY CODE.**

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

WHEREAS, the state has updated public notice requirements; and

WHEREAS, Hurricane City seeks to be more transparent in its land use decisions and provide greater notice to the public about decision being made; and

WHEREAS, more residents are seeking public notification through online formats; and

WHEREAS, the Planning Commission gave a positive recommendation on the attached additions to Hurricane City Code,

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that following amendments to be added to Hurricane City Code to read as follows:

Sec. 10-7-4. Public hearings and meetings.

Any public hearing or meeting required under this title, as the case may be, shall be scheduled and held subject to the requirements of this section.

A. *Scheduling a public hearing or meeting.* An application requiring a public hearing or meeting shall be scheduled within a reasonable time following receipt of a complete application. The amount of time between receipt of an application and holding a public hearing or meeting shall be considered in light of:

1. The complexity of the application submitted;
2. The number of other applications received which require a public hearing or meeting;
3. Available staff resources; and
4. Applicable public notice requirements.

B *Notice requirements.* The notice required by this land use ordinance shall be satisfied by actual notice or the notice specified as follows:

1. *Applicant notice.* For each land use application, the City shall notify the applicant of the date, time, and place of each public hearing and public meeting to consider the application and of any final action on a pending application.
2. *Notice of public hearings and public meetings to consider general plan or modifications.*
 - a. The City shall provide:

- (1) Notice of the date, time, and place of the first public hearing to consider the original adoption or any modification of all or any portion of a general plan; and
 - (2) Notice of each public meeting on the subject.
 - b. Each notice of a public meeting under subsection B2a(1) of this section shall be at least ten calendar days before the public hearing and shall be:
 - (1) Published on the Utah Public Notice Website.
 - (2) Mailed to each affected entity; and
 - (3) Posted in at least three public locations within the City or on the City's official website;
 - (4) Posted on the property; and
 - (5) Mailed to:
 - (a) Each property owner whose land is directly affected by the change; and
 - (b) Each property owner within 350 feet of the proposed change
 - (c) If the zone change is from an agricultural or residential-agricultural zone to any non-agricultural zoning then each property owner within 500 feet will be notified
 - c. Each notice of a public meeting under subsection B2a(2) of this section shall be posted at least 24 hours before the meeting and shall be posted in at least three public locations within the City or on the City's official website.
3. *Notice on adoption of modification.* Notice of public hearings and public meetings on adoption of modification of the land use ordinance.
- a. The City shall give:
 - (1) Notice of the date, time, and place of the first public hearing to consider the adoption of any modification of a land use ordinance; and
 - (2) Notice of each public meeting on the subject.
 - b. Each notice of a public hearing under subsection B3a(1) of this section shall be:
 - (1) Mailed to each affected entity at least ten calendar days before the public hearing;
 - (2) Posted in at least three public locations within the City or on the City's official website; and
 - (3) Posted on the property; and
 - (4) Posted on the Utah Public Notice Website at least 10 calendar days before the public hearing; and
 - (5) Mailed at least 10 days before the public hearing to:
 - (a) Each property owner whose land is directly affected by the land use ordinance change; and
 - (b) Each property owner of record within 350 feet of the proposed change

- c. Each notice of a public meeting under subsection B3a(2) of this section shall be at least 24 hours before the meeting and shall be posted in at least three public locations within the City or on the City's official website.

Sec. 10-21-9. Protection of land.

Agriculture protection area

This property is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of annoyance or inconvenience which may result from such normal agricultural uses and activities.

D. Eminent domain restrictions.

1. Approval required. A political subdivision having or exercising eminent domain powers may not condemn for any purpose any land within an agriculture protection area that is being used for agriculture production unless it has obtained approval of the City Council and the Advisory Board according to the procedures and requirements of this section.
2. Notice. Any condemner wishing to condemn property within an agriculture protection area shall file a notice of condemnation with the City Council and the agriculture protection area's Advisory Board at least 30 days before filing an eminent domain complaint.
3. Actions required of council and board. The City Council and the Advisory Board shall:
 - a. Hold a joint public hearing on the proposed condemnation;
 - b. Publish notice of the time, date, place and purpose of the public hearing on the Utah Public Notice Website, and
 - c. Post notice of the time, date, place and purpose of the public hearing in five conspicuous public places within the City, and
 - d. Mail written notice to each owner of land within 1,000 feet of the land proposed for inclusion within an agriculture protection area.

Sec. 10-39-5. Notice requirements.

- A. Notice of proposal to vacate some or all of a public street, right-of-way, or easement. The legislative body shall hold a public hearing and give notice of the date, place, and time of the hearing at least ten days before the public hearing by:
 1. Mailing notice to the record owner of each parcel that is accessed by the public street, right-of-way, or easement;
 2. Mailing notice to each affected entity;
 3. Posting notice on or near the street, right-of-way, or easement in a manner that is calculated to alert the public; and
 4. Published on the City's official website until the public hearing concludes; and
 5. Publishing notice on the state public notice website.

B . Notice for an amendment to a subdivision. For an amendment to a subdivision, the City shall provide notice of the date, time, and place of at least one public meeting;

1. At least 10 calendar days before the public meeting, the notice shall be:
 - a. Mailed to the record owner of each parcel directly adjacent of the proposed amendment; or
 - b. Posted on the property.
 - i. The applicant must post a sign at least 10 days before the public meeting in a visible location, that is sufficient in size, durable, and legible by passers-by.

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

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

PASSED AND APPROVED this 5th day of January 5, 2023

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 5th day of January 5, 2023. 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



STAFF COMMENTS

Ordinance No 2023-ZC-01: Consideration and possible approval on a zone change amendment request located at **approx. 100 N and 2600 W from RM-2, multifamily 10 units per acre, and HC, highway commercial, to RM-3 (PDO), multifamily 15 units per acre with a planned development overlay, covering 8.29 acres and HC (PDO), highway commercial with a planned development overlay** covering 4.39 acres. Parcel H-3-1-32-4212-RD. Shadow Glen 420 In Applicant. Brandee Walker Agent.

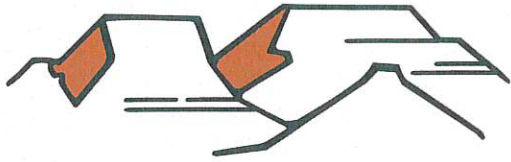
Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-ZC-38 2022-PSP-47 App
2. 00754349 Warranty Deed _ Legal
3. Sky Ridge PDO
4. Sky Ridge PDO_ZC_111822
5. 100 N Power Line
6. 100 N Roadway Letter
7. Ordinance 2023-ZC-01 Sky Ridge PDO Zone Change
8. 2022-ZC-38 2022-PSP-47 Sky Ridge PDO



PLANNING & ZONING HURRICANE CITY UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee

File No. 2022-20-38

Receipt No. 8-164008

Name: Shadow Glen 420 Inc Telephone: 435-229-4447

Address: 2608 West 510 North, Hurricane, UT Fax No. _____

Email: frankgl@gemstoneproperties.com Agent Email: bwalker@civilsience.com

Agent (If Applicable): Frank Lindhart Telephone: 435-229-4447

Address/Location of Subject Property: 100 North 2600 West

Tax ID of Subject Property: H-3-1-32-4212-RD Existing Zone District: RM-2 & HC

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) Parcel containing approximately 12.68 acres. 8.29 acres to be amended from RM-2 to RM-3 with PDO.

4.39 acres of HC to remain with PDO.

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 11 x 17-inch 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)

COUNTY OF)

:SS

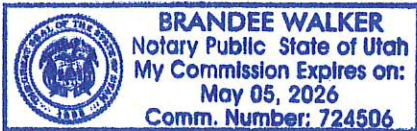
I (we), FRANK G LINDHART being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct 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.

[Signature]
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 21 day of November 2022

[Signature]
(Notary Public)



Residing in: St. George

My Commission Expires: 7/5/2026

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)

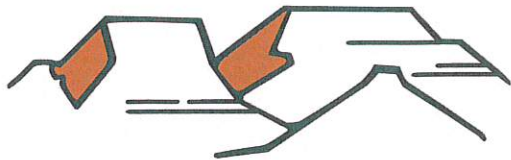
(Property Owner)

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

(Notary Public)

Residing in: _____

My Commission Expires: _____



PLANNING & ZONING HURRICANE CITY UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY SITE PLAN APPLICATION

For office use only: \$200.00 Fee

File No. 2022-PSP-47

Receipt No. 8-16-4068

Name: Shadow Glen 420 Inc Telephone: 435-229-4447

Address: 2608 West 510 North, Hurricane UT Fax No. _____

Email: frankgl@gemstoneproperties.com Agent Email: bwalker@civilsience.com

Agent (If Applicable): Frank Lindhart Telephone: 435-229-4447

Address/Location of Subject Property: 100 North 2600 West

Tax ID of Subject Property: H-3-1-32-4212-RD Existing RM-2 & HC
Zone District: Proposed: RM-3 with PDO

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) Parcel containing approximately 12.68 acres to be developed as 180 apartments & approximately 25,000 SF of commercial building space.

This application shall be accompanied by the following:

- ☒ 1. A vicinity map showing the general location of the project.
- ☒ 2. Three (3) copies of a site plan showing:
 - ☒ Topography showing 2' contours, identification of 30% or greater slopes;
 - ☒ The layout of proposed uses.
 - ☒ Location of open space when applicable.
 - ☒ Proposed access to the property and traffic circulation patterns.
 - ☒ Adjoining properties and uses;
 - ☒ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.
- ☒ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities.
- ☒ 4. Tables showing the number of acres in the proposed development and a land use summary; and
- ☒ 5. A phased development plan if applicable.
- ☐ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property
- ☒ 7. Signed and notarized Acknowledgment Water Supply (see attached)

NOTE: It is important that all applicable information noted above 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 the 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 due to an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Received by: _____

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

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

COUNTY OF)

:SS

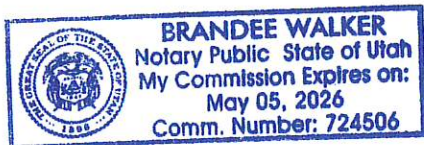
I (we), FRANK G. LINHART, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct 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.

Frank G. Linhart
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 21 day of November 2022

Brandee Walker
(Notary Public)



Residing in: St George

My Commission Expires: 5/5/2026

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)

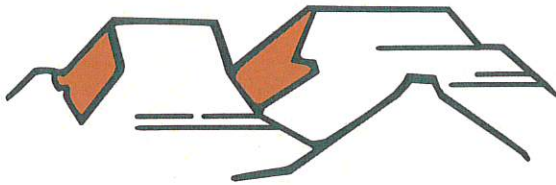
(Property Owner)

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

(Notary Public)

Residing in: _____

My Commission Expires: _____



HURRICANE CITY

UTAH

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, SHADOW GLEN 420 INC am/are the applicant(s) of the application known as Sky Ridge PDO located on parcel(s) H-3-1-32-4212-RD within the City of Hurricane, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Neither acceptance nor approval of a development application by Hurricane City shall constitute a guarantee that sufficient water will be available to serve the zone designation, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, the applicant may be required by Hurricane City to provide a guarantee of water availability which verifies that there is a sufficient water supply; and
3. For any application which may be approved without a guarantee of water availability, the applicant knowingly assumes the entire risk of water availability for the project and/or application; and
4. I/we waive any and all claims against Hurricane City that are in any way related to water availability for any project, permit, or use for which the land use application has been approved.

Dated this 21 day of NOVEMBER, 2022

Applicant Name: SHADOW GLEN 420 INC

Name of Signer (if different from Applicant Name): FRANK G. LINNHARDT

Title of Signer: VP

Signature: [Handwritten Signature]

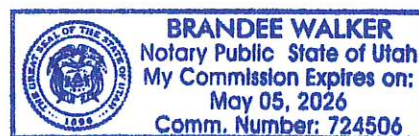
STATE OF Utah)

COUNTY OF Washington)

On the 21 day of November, 2022, personally appeared before me Frank G. Linhardt, the signer of the above instrument, who duly acknowledged to me that he/she executed the same in the capacity indicated on behalf of the Applicant.

Notary Public: [Handwritten Signature]

My Commission Expires: 9/5/2026



All signatures to this Acknowledgment, other than for Applicants signing in an individual capacity, shall be accompanied by documentation acceptable to the City attesting to the fact that the signer hereof is authorized to execute the Acknowledgment on behalf of the Applicant (e.g. a copy of a corporate resolution, copy of a partnership agreement, etc.). (Ord. No. 2022-37, 6-16-2022)

TAX ID	NAME	ADDRESS	CITY	STATE	ZIP
H-SRTH-D-15-RD	ALGEO ROBERT J	2271 HIGHVIEW TRL	VISTA	CA	92084-7753
H-SKRG-6-A-D22-RD	ANDERBERG CRAIG G	2617 W 200 N	HURRICANE	UT	84737
H-SRTH-F-21-RD	ASHCROFT TAUANA LEE	2547 W 225 N	HURRICANE	UT	84737
H-RDSS-1-1-RD	BALDRIDGE SAVANNAH, BRYNER JACOB	2602 W 175 N	HURRICANE	UT	84737
H-SRTH-F-23-RD	BALKE EMILY DAVIES TR	809 ADRIAN DR	VIRGINIA BEACH	VA	23452
H-RDSS-1-4-RD	BARNUM KELLEY W & BONNIE B TRS	2618 W 175 N	HURRICANE	UT	84737
H-SRTH-132-RD	BISELL W TIMOTHY & MITZI M TRS	17 E TANYA RD	DESERT HILLS	AZ	85086
H-SRTH-E-19-RD	BOOHER ALLEN N TR, BOOHER BONNIE S TR	3035 E 1200 N	LAYTON	UT	84040
H-SRTH-E-17-RD	CAMPBELL BRUCE TR, CAMPBELL KATHY TR	1385 N EAST USA ST	LAYTON	UT	84040
H-SRTH-G-25-RD	CASE KEN	6839 N 41ST ST	AUGUSTA	MI	49012-9662
H-SRTH-D-13-RD	CASE KEN	6839 N 41ST	AUGUSTA	MI	49012
H-SKRG-6-B-D26-RD	CHRIST ROBERT L & SHANNA	2619 W 190 N	HURRICANE	UT	84737
H-SRTH-H-26-RD	COOPER LAURIE ANN TR	2683 W 470 N	HURRICANE	UT	84737-3152
H-SRTH-K-40-RD	CROWTHER PAUL LEE TR	70 HIMALAYA CT	ALPINE	UT	84004
H-HUR-2	D & M DEV LLC	186 S 2460 W	HURRICANE	UT	84737
H-SRTH-133-RD	DAGNYS PROPERTIES LP, FORD JESSICA	PO BOX 4346	LONGVIEW	TX	75606
H-RDSS-1-2-RD	DAME RICHARD L TR	51 W 100 S	KANAB	UT	84741
H-SKRG-6-A-D24-RD	DENNEY MARTIN R TR, JENSEN COLETTE TR, THORNTON JULIE TR, DENNEY LOIS KETCHAM FKA LOIS L TR	2609 W 200 N	HURRICANE	UT	84737-4449
H-3-1-32-3100-RD	DIXIE HOTEL LLC	7251 S 300 W	MIDVALE	UT	84047-1955
H-SRTH-J-35-RD	DUVALL CHARLES & VANESSA	2591 W 210 N	HURRICANE	UT	84737
H-SRTH-E-18-RD	FAWCETT CAMERON & TAYLOR	2565 W 225 N	HURRICANE	UT	84737
H-3-1-32-2304	FIRST R & R HOLDING L C	1224 S RIVER RD STE A200	SAINT GEORGE	UT	84790-8296
H-3-1-32-2308	FIRST R & R HOLDING L C	1224 S RIVER RD STE A200	SAINT GEORGE	UT	84790-8296
H-SRTH-H-29-RD	FURGO JAMES M & ELLEN MARISKA TRS	2288 W 1050 N	HURRICANE	UT	84737
H-HUR-4	GUBLER DEV LC	619 S 80 W	HURRICANE	UT	84737
H-SRTH-131-RD	HARDY L KEITH & LAWAUNA TRS	1425 STAGHORN	TOOUERVILLE	UT	84774
H-SKRG-6-A-D2-RD	HEINHOLD LAMAR G TR, HEINHOLD KAREN H TR	2608 W 200 N	HURRICANE	UT	84737
H-3-1-32-311-RD	HURRICANE LODGING LLC	7251 S 300 W	MIDVALE	UT	84047-1955
H-3-1-32-1101-A	JACI PROPERTIES LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-SRTH-D-14-RD	JENKINS RICHARD & SHARON	2589 W 225 N	HURRICANE	UT	84737
H-HUR-3	JENSEN DEANN F TR	1470 SANTA CLARA VIEW DR	SANTA CLARA	UT	84765-5719
H-3-1-32-2309	K & D FAMILY LLC	2 W ST GEORGE BLVD STE 10	SAINT GEORGE	UT	84770
H-SKRG-6-A-D23-RD	KLEINMAN KELLY M & LEOTA C	2613 W 200 N	HURRICANE	UT	84737
H-SRTH-E-20-RD	KLINE JESSE & KAYLA	2553 W 225 N	HURRICANE	UT	84737
H-SKRG-6-A-D1-RD	LECKEY MARY M TR	2604 W 200 N	HURRICANE	UT	84737
H-SRTH-1-30-RD	LEVITZ ROSS B & ANGELA J	2552 W 210 N	HURRICANE	UT	84737
H-SKRG-6-B-D26-RD	MACKEY DENNIS & REGINA A	2615 W 190 N	HURRICANE	UT	84737
H-SRTH-K-36-RD	PALMER CHRISTINA L TR	2332 E PASTURE DR	SAINT GEORGE	UT	84790
H-SRTH-G-24-RD	PAYNE ACRES II L C	1377 S 160 W	HURRICANE	UT	84737
H-RDSS-1-3-RD	PEIRCE JAN	3670 N TIMPVIEW DR	PROVO	UT	84604
H-SRTH-K-38-RD	PELTON PROPERTIES LLC	PO BOX 532	SPRINGDALE	UT	84767-0532
H-SKRG-6-A-D3-RD	QUINONES PAULETTA ANN	9351 CARLTON OAK DR # 117	SANTEE	CA	92071
H-SRTH-134-RD	RASMUSSEN ROBERT J & KATHY LEE TRS	9352 S 3950 W	PAYSON	UT	84651
H-SRTH-H-28-RD	REISTER SARAH I & ANDREW D	2566 W 210 N	HURRICANE	UT	84737
H-SRTH-K-39-RD	REYNOLDS BRENT & CONNIE	2655 W 240 N	HURRICANE	UT	84737-4441
H-SRTH-D-16-RD	SALCIDO STEFANIE	2677 W 225 W	HURRICANE	UT	84737
H-3-1-32-4212-RD	SHADOW GLEN 420 INC	4560 S DECATUR BLVD STE 202	LAS VEGAS	NV	89103-5252
H-3-1-32-2306	SKRE LLC	268 W STATE ST	HURRICANE	UT	84737
H-SRTH-H-27-RD	SMITH RONALD & JOYCE TRS	2606 W 230 N	HURRICANE	UT	84737
H-3-1-32-1101-B	SPLSBURY HOLDINGS LLC	110 S BLUFF	SAINT GEORGE	UT	84770
H-SRTH-F-22-RD	STILES SYLVIA	2541 W 225 N	HURRICANE	UT	84737
H-3-1-32-314	V E MANAGEMENT L C	1240 E 100 S STE 12	SAINT GEORGE	UT	84790
H-3-1-32-312	V E MANAGEMENT L C	1240 E 100 S STE 12	SAINT GEORGE	UT	84790
H-SKRG-6-A-D21-RD	WAYMAN DAVID A & NOLA D	2621 W 200 N	HURRICANE	UT	84737
H-SRTH-K-37-RD	WILSON DEWARD, GUDMUNDSON LINDA JEAN	224 N 2530 W	HURRICANE	UT	84737
H-3-1-32-2311	WIRE MESA LLC	1173 S 250 W STE 301	SAINT GEORGE	UT	84770

Mayor
Nanette Billings

City Manager
Kaden DeMille



Planning Commission

Dayton Hall – Chair
Mark Sampson – Vice Chair
Rebecca Bronemann
Paul Farthing
Shelley Goodfellow
Ralph Ballard
Michelle Cloud
Penny James-Garcia

Stephen Nelson, Planning Director
Fred Resch, Assistant Planner/Code Enforcement
Brienna Spencer, Planning Technician

November 22, 2022

Dear property owner,

The Hurricane City Planning Commission will hold a Public Hearing during its regular meeting on December 8, 2022 commencing at 6 p.m. to take comments on a zone change amendment request located at approx.. 100 North and 2600 West from RM-2, multifamily 10 units per acre, and HC, highway commercial, to RM-3/PDO, multifamily 15 units per acre with a planned development overlay, covering 8.29 acres and HC/PDO, highway commercial with a planned development overlay covering 4.39 acres. A map showing the proposal is included with this mailing.

If you would like to make comments, please plan to attend the meeting, or provide written comments for the Planning Commission's consideration by 3 p.m. the day of the meeting.

If you are a property owner within the zone change area, you may access the City's land use code providing information on the specific zone to be applied to your property via the city's website, cityofhurricane.com, under the Planning and Zoning link. The land use code is Title 10 the zone included in this zone change request is located in Chapter 23. The purpose statement for each zone may be found in Chapter 11.

If you are a property owner within the zone change area you may, no later than 10 days after the day of the first public hearing, file a written object to the inclusion of your property in the proposed zoning map amendment. Send any such objection to the Planning Department at 147 N. 870 West, Hurricane, UT 84737. A copy of any and all objections will be provided to the City Council for their consideration during the decision-making process for the zone map amendment.

Please contact me at 435-635-2811 X 118 or email publiccomment@cityofhurricane.com if you have any questions or concerns.

Sincerely,

Stephen Nelson

Stephen Nelson, Planning Director



Mail Tax Notice to

GRANTEE

P.O. BOX 42908

LAS VEGAS, NV 89116

00754349 Ek 1452 Pg 2025
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 FEB 22 15:49 PM FEE \$71.00 BY LP
FOR: GUARDIAN TITLE CO

WARRANTY DEED

RANDO HOMES, L.L.C., dba GEMSTONE HOMES, as to Parcel 3, and RANDO HOMES, L.L.C.,
a Utah Limited Liability Company, as to the remainder
of Hurricane , County of Washington , State of Utah, hereby
CONVEYS AND WARRANTS to
SHADOW GLEN 420, INC., a Nevada corporation

of Las Vegas, County of Clark, State of Nevada
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS
the following described tract of land in Washington
State of Utah:

grantee
for the sum of
County,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WITNESS the hand of said grantor this
February , A. D. 2002

22nd

day of

RANDO HOMES, L.L.C., dba GEMSTONE HOMES
Company

BY:

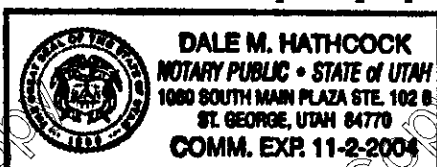
RODNEY J. ARBOGAST, Trustee of the
Arbogast Family Trust Member

RANDO HOMES, L.L.C., a Utah Limited Liability
Company

STATE OF UTAH
COUNTY OF Washington

BY:
RODNEY J. ARBOGAST, Trustee of the Arbogast Family Trust

On the 22nd day of February , A. D. 2002, personally appeared before me
RODNEY J. ARBOGAST, Trustee of the Arbogast Family Trust
who being duly sworn did say that he/she/they is/are member(s) of RANDO HOMES,
L.L.C., dba GEMSTONE HOMES, and RANDO HOMES, L.L.C., a Utah Limited Liability Company
and that said instrument was signed in behalf of said limited liability company by
authority and said RODNEY J. ARBOGAST, Trustee of the Arbogast Family Trust
acknowledged to me that he/she/they, as such member(s), executed the same in the
name of the limited liability company.



Commission Expires: 11/02/04

Notary Public

Residing At: Hurricane, Utah

GT #6823W

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

Beginning at the North Quarter Corner of Section 32, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said Quarter Corner being the True Point of Beginning and running thence South 89°41'05" East along the Section line 66.00 feet, said point being on the Easterly line of a 66.00 foot easement; thence South 00°12'45" West, along said easement 1890.20 feet; thence North 89°40'28" West 1207.69 feet; thence North 00°12'45" East 1890.19 feet to a point on the North Section line of said Section 32; thence along said Section line South 89°40'28" East 1141.69 feet to the True Point of Beginning.

Excepting therefrom the following described property:
Beginning at a point South 00°12'45" West 871.00 feet from the North Quarter Corner of Section 32, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being the True Point of Beginning, and running thence South 00°12'45" West 402.50 feet; thence North 89°41'05" West 530.85 feet; thence North 00°12'45" East 402.50 feet; thence South 89°41'05" East 530.85 feet to the True Point of Beginning.

Also excepting therefrom that portion lying within, ROSE HILLS SUBDIVISION, according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Also Excepting therefrom that portion lying within SKY RIDGE HOMESITES - PHASE 1, according to the Official Plat thereof, recorded in the Office of the County Recorder of said County.

Also Excepting therefrom that portion lying within 2600 West Street as described in Quit Claim Deed to the City of Hurricane date August 18, 1994 and recorded March 27, 1995 as Entry No. 495861 in Book 895, at Page 870, of Official Records.

Also Excepting therefrom that portion lying within 600 North Street described as follows:
Beginning at a point South 89°40'47" East 66.00 feet along the Section line from the North Quarter Corner of Section 32, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence South 00°12'45" West 40.00 feet; thence North 89°40'47" West, parallel to the North line of said Section 32, 1207.69 feet, more or less, to the West boundary line of that certain property as described in deed recorded July 11, 1996 as Entry No. 538022 in Book 1017, at Page 807, of Official Records; thence North 00°12'45" East, along the West line of said property, 40.00 feet to the North line of said Section 32; thence South 89°40'47" East, along the Section line, 1141.69 feet, more or less, to the point of beginning.

Excepting and reserving all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.

PARCEL 2:

Beginning at a point South 89°41'05" East, 632.00 feet along the Section Line and South 00°12'45" West, 2487.18 feet from the North Quarter Corner of Section 32, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence South 00°12'45" West 661.80 feet to a point on the Northerly line of Highway SR-9 as recorded in Book 981, at Page 724, of Washington County Records, said point being on a 2994.789 foot radius curve to the left (radius point bears South 12°23'08" West); thence 395.13 feet along the arc of said curve through a central angle of 07°33'35"; thence South 59°59'53" West, 207.61 feet; thence South 67°26'00" West, 80.00 feet; thence leaving said SR-9 right of way line North 00°12'45" East, 269.06 feet; thence North 89°47'15" West, 245.82 feet to the Easterly Line of 2600 West Street, Hurricane, Utah; thence North 00°12'45" East 159.93 feet to a point of curvature with a 367.00 foot radius curve to the right; thence 335.60 feet along the arc of said curve through a central angle of 52°23'39" to a point of reverse curvature with a 433.00 foot radius curve to the left; thence 52.15 feet along the arc of said curve through a central angle of 06°54'03"; thence leaving said Easterly right of way line North 77°40'39" East, 712.45 feet along the centerline of an existing overhead powerline easement to the Point of Beginning.

Legal description continued on next page

LEGAL DESCRIPTION:

Excepting and reserving all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.

PARCEL 3

Beginning at a point South 00°12'45" West along the Quarter Section Line 2,367.58 feet and North 89°40'28" West 1.37 feet from the North Quarter Corner of Section 32, Township 41 South, Range 13 West, Salt Lake Base and Meridian (said pint being on the Southerly right of way line of 2600 West Street) and running thence Southerly along said right of way line along the arc of a nontangent curve to the right, a distance of 302.18 feet (radius point bears North 84°34'10" West 367.00 feet) through a central angle of 47°10'35"; thence along a curve to the left 299.55 feet through a central angle of 39°38'13" and radius of 433.00 feet; thence departing said right of way line South 67°26'00" West 911.67 feet; thence North 00°12'45" East 860.02 feet; thence South 89°40'28" East 1,140.17 feet to the Point of Beginning.

Excepting therefrom all of RIO DEL SOL SUBDIVISION PHASE I, according to the Official Plat thereof, on file in the Office of the County Recorder of Washington County, State of Utah.

PARCEL 4:

Lots 12, 14, 18, 94, 95, 97 & 110, SKY RIDGE HOME SITES PHASE 1, according to the Official Plat thereof, recorded in the Office of the Washington County Recorder, State of Utah.

Also Lot 19, SKY RIDGE HOME SITES PHASE 1, according to the Official Plat thereof, recorded in the Office of the Washington County Recorder, State of Utah.

Excepting therefrom:

That portion of said Lot 19, described as follows:

Beginning at a point South 89°47'15" East, along the lot line, 138.49 feet from the Northwest corner of Lot 19 of SKY RIDGE HOME SITES - PHASE 1, and running thence South 89°47'15" East 13.67 feet to the Northeast corner of said Lot 19 and to the point of curvature of a non-tangent curve, concave to the East, having a radius of 442.85 feet, a central angle of 09°47'47" and a chord of 75.63 feet bearing South 16°55'36" West; thence Southerly along the East line of said Lot 19 and along said curve a distance of 75.72 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 384.00 feet, a central angle of 10°53'26" and a chord of 72.88 feet bearing North 06°34'46" East; thence Northerly along said curve a distance of 72.99 feet to the point of beginning.

PARCEL 5:

Lot A7, SKY RIDGE HOMESITES - PHASE 2, according to the Official Plat thereof, recorded in the Office of Washington County Recorder, State of Utah.

PARCEL 6:

Lots B1, B3, B9, B12, B13, B14, B18, B19, B20, B23, B24, B25, B26, B27, & B28, SKY RIDGE HOMESITES - PHASE 3, according to the Official Plat thereof, recorded in the Office of the Washington County Recorder, State of Utah.

PARCEL 7:

Lots C1, C2, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C20, C21, C25, C26, C27, C28, C29, C30, C31, C32, C33, C34, C41, C42, C44, C45 & C46, SKY RIDGE HOMESITES PHASE 4, according to the Official Plat thereof, recorded in the Office of the Washington County Recorder, State of Utah.

Legal description continued on next page

LEGAL DESCRIPTION:

PARCEL 8:

Units 21, 22 & 23, Building F, and Units 36, 37, 38, 39 & 40, Building K, SKY RIDGE TOWNHOMES (P.U.D), according to the Official Plat thereof, recorded in the Office of the Washington County Recorder, State of Utah.

Excepting and reserving all oil, gas, and other minerals of every kind and description underlying the surface of the subject property,

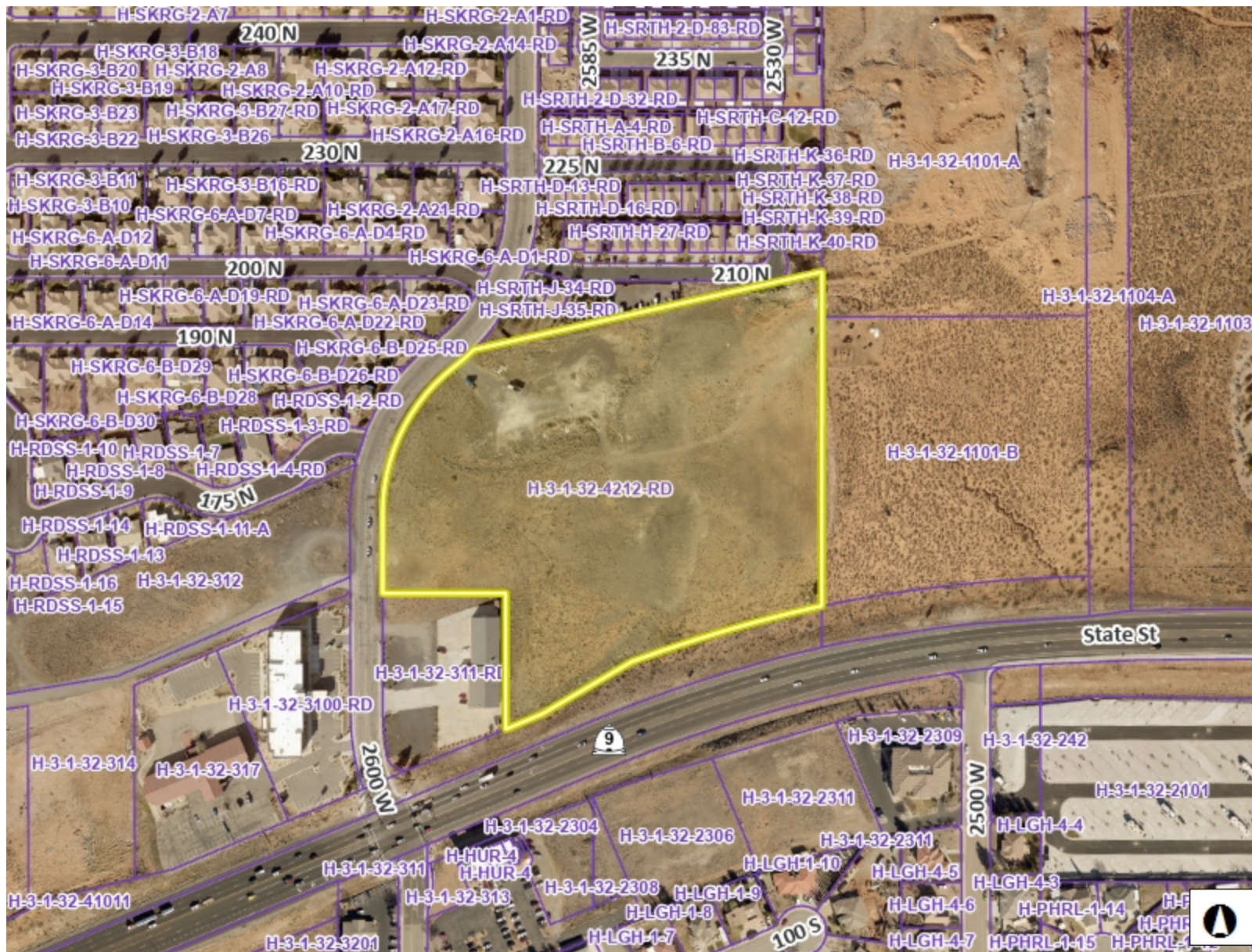
subject to easements, restrictions and rights-of-way currently of record and general property taxes for the year 2002 and thereafter.



- ## Parcels
- ### Ownership
- | | |
|---|--------------------------------------|
|  | U.S. Forest Service |
|  | U.S. Forest Service Wilderness |
|  | Bureau of Land Management |
|  | Bureau of Land Management Wilderness |
|  | National Park Service |
|  | Shiwiwits Reservation |
|  | Utah Division of Wildlife Resources |
|  | Utah Division of Transportation |
|  | State Park |
|  | State of Utah |
|  | Washington County |
|  | Municipally Owned |
|  | School District |
|  | Privately Owned |
|  | Water |
|  | Water Conservancy District |
|  | State Assessed Oil and Gas |
|  | Mining Claim |

Notes

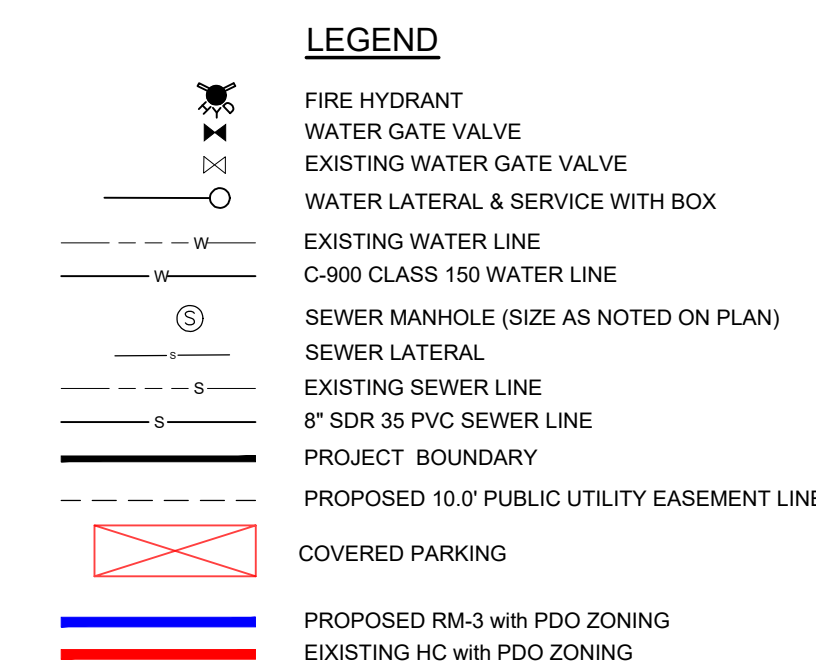
ZONE CHANGE
PRELIMINARY SITE PLAN



752.3	0	376.17	752.3 Feet
-------	---	--------	------------

WGS 1984 Web Mercator Auxiliary Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



PROJECT INFO
AREA: 12.68 ACRES
EXISTING ZONE: RM-2 & HC
PROPOSED ZONE: RM-3 WITH PDO

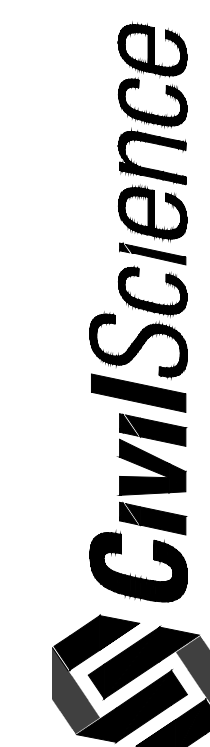
RESIDENTIAL
AREA: 8.29 ACRES
DENSITY: 14.48 D.U./ACRE
APARTMENT UNITS: 120 UNITS
(60) 1 BEDROOM UNITS
(60) 3 BEDROOM UNITS
RESIDENTIAL PARKING PROVIDED: 299 STALLS
2.49 STALLS PER UNIT

COMMON AREA: 3.91 ACRES (47%)
DEVELOPED AMENITY AREA: 1.56 ACRES

COMMERCIAL
AREA: 4.39 ACRES
BUILDING AREA: 25,000 SF
PARKING PROVIDED: 188 STALLS
133 SF PER STALL

OPEN SPACE: 0.83 ACRES (19%)

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



SKY RIDGE PDO
ZONE CHANGE & PRELIMINARY SITE PLAN
LOCATED IN HURRICANE, UTAH

PROJ. #: SKY RIDGE PDO
DRAWN BY: BLW
DATED: 11/16/2022
SCALE: 1" = 50'
SHEET

1
—0
2

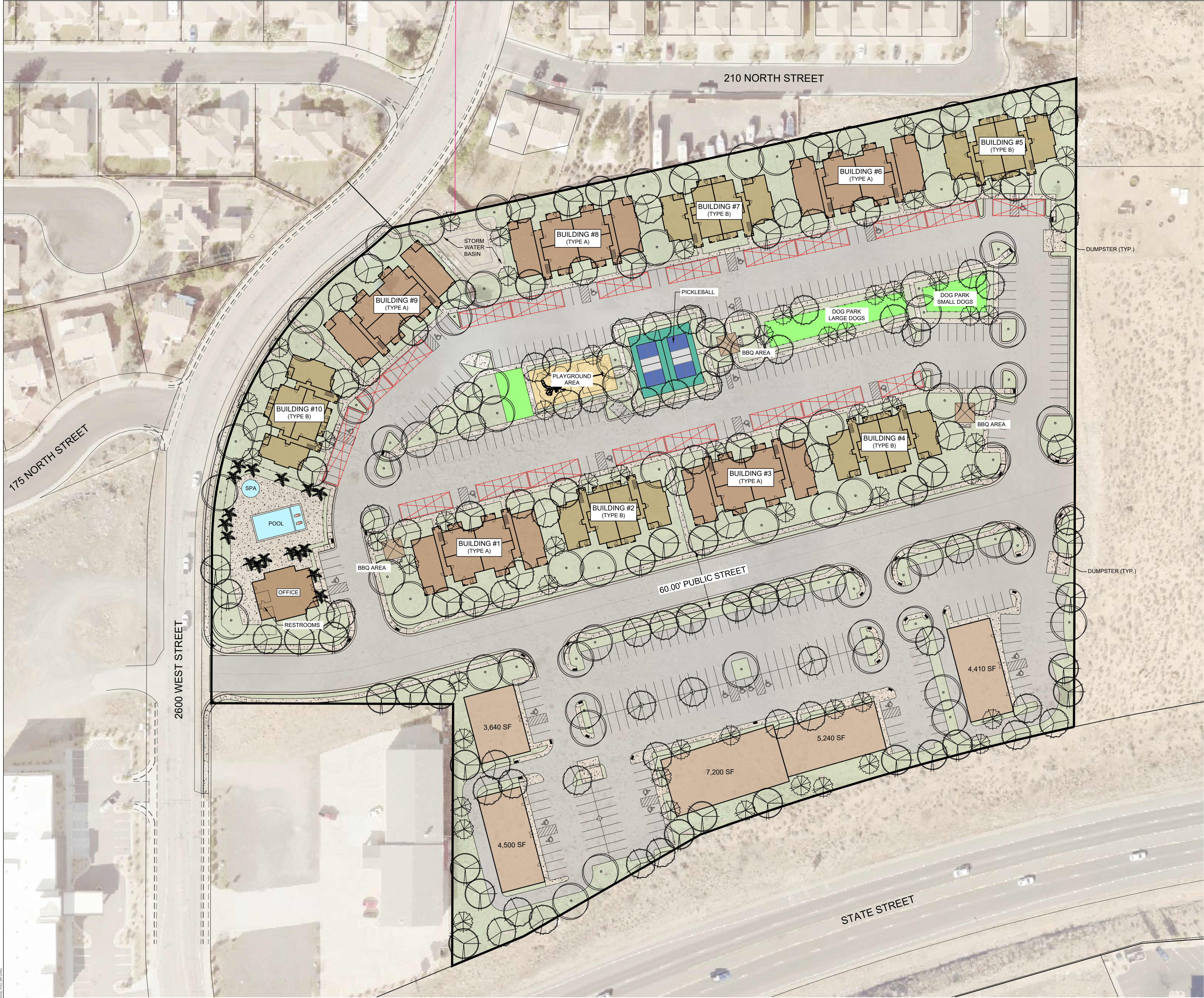
Page 326 of 414

PROPERTY OWNER
SHADOW GLEN 420 INC
RANK LINDHART / GEMSTONE HOMES
4560 S DECATUR BLVD STE 202
LAS VEGAS, NV 89103

PARCEL: H-3-1-32-4212-RD

SKY RIDGE PDO

ZONE CHANGE & PRELIMINARY SITE PLAN



SKY RIDGE PDO SUBDIVISION
PLANT AND LANDSCAPE MATERIALS LEGEND
THE FOLLOWING IS A LIST OF PLANTS AND LANDSCAPE MATERIALS TO USE FOR THE SKY RIDGE PDO SUBDIVISION.
PLANT AND LANDSCAPE MATERIAL NOT SHOWN ON THIS LIST MUST BE APPROVED BY THE PROJECT LANDSCAPE
ARCHITECT PRIOR TO INSTALLATION.

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	CHILOPSIS LINEARIS 'BURGUNDY LACE'	BURGUNDY LACE DESERT WILLOW	24" BOX
	PISTACIA CHINENSIS 'RED PUSH'	RED PUSH CHINESE PISTACHE	24" BOX
	PROSOPIS GLANDULOSA 'MAVERICK'	MAVERICK MESQUITE	24" BOX
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	24" BOX
	WASHINGTONIA FILIFERA	CALIFORNIA FAN PALM	6-8' TALL
	LANDSCAPE AREA		
	ARTIFICIAL TURF		
	CONCRETE FLATWORK		
	COVERED PARKING		

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



SKY RIDGE PDO
PRELIMINARY LANDSCAPE PLAN
LOCATED IN HURRICANE, UTAH

PROJ. #: SKY RIDGE PDO
DRAWN BY: MG
DATED: 11/16/2022
SCALE: 1" = 50'
SHEET

2
OF
2

SKY RIDGE PDO
PRELIMINARY LANDSCAPE PLAN













Stephen Nelson

From: Rock Solid <rocksolid76@gmail.com>
Sent: Tuesday, December 6, 2022 9:57 AM
To: Arthur Lebaron; Jeremy Pickering; Stephen Nelson
Subject: 100 North

I am not able to get to the meeting that will be this Thursday to discuss the future of this road that is coming out of Desert Fields phase 2. Stephen asked me to send an email with comments so that you can present it in the meeting and make sure the city council knows my concerns.

I will not go into the fact that the city required me to give up a 60' road for the master planned road, made me change my design and pay many thousands of dollars to do a road that is no longer required... My biggest concern at this point is that the road be finished/continued properly. I have tried to make Desert Fields a town home development that we can all look at when it is finished and be proud to have it in Hurricane. The thought of this road just ending so that we can park junk cars, trailers and grow weeds ruins that vision.

If it is used as a driveway to a parking lot that is just as bad... There are many people that live north of 100 North. If this road is not continued through and is allowed to be used as a parking lot the people who live north of it will use it as a street. There will be hundreds of cars cutting through the parking lot every day. I am excited to have the development come in next door and I know it will be great for the community. I just want to make sure that the road connecting us is done right.

If you don't require that 100 North be continued then lets do away with it. I am confident that you can make a decision that is best for Hurricane.

Thanks for all you do for our community.
James Cheney

ORDINANCE NO 2023-ZC-01

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3-1-32-4212-RD FROM RESIDENTIAL MULTIFAMILY RM-2 AND
HIGHWAY COMMERCIAL TO RESIDENTIAL MULTIFAMILY RM-3 PDO AND
HIGHWAY COMMERCIAL

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; and

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

WHEREAS, the proposed development shall provide additional housing units that will provide additional housing options within the City and will help support the commercial development of the area; and

WHEREAS, the proposed amendment will have an impact on the area, but the development may lead to enhance commercial space, which will provide benefits to the whole area; and

WHEREAS, the services are adequate for the area; and

WHEREAS, the Planning Commission gave a positive recommendation for the zone change for the area north of the master plan roadway to be RM-3 PDO and the area south of the roadway to remain as Highway Commercial.

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

1. That Parcel H-3-1-32-4212-RD be rezoned as RM-3 PDO north of the master plan roadway and the remainder remain as Highway Commercial as shown in Exhibit A.

PASSED AND APPROVED on this 5th day of January 2023.

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 20th day of October 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

HURRICANE FIELD SUR BLK 12 (H) Lot: 21 LOT 21 & POR LOT 28 LYING S OF HWY U-17BLK 12 HFS. LESS: BEG AT INTSEC E LN LOT 28 & SLY R/W/L HWY SR-9 70.33 FT N0*50'51 E FM NE COR LOT 21; TH N89*17'37 W 329.82 FT ALG SD R/W/L TO W LN LOT 28; TH S0*51'03 W 20 FT ALG W LN TO PT 70 FT PERP SLY FM CNTRL LN HWY PROJ #SP-0009(3)4 ENG STA 430+80.02; TH S69*51'05 E 180.26 FT TO PT 130 FT PERP SLY FM CNTRL LN ENG STA 432+50; TH S89*17'37 E 159.63 FT PRL TO SD R/W/L TO E LN LOT 21; TH N0*50'51 E 80 FT ALG E LN TO POB

Agenda Date:	01/05/2022
Application Number:	2022-ZC-38 2022-PSP-47
Type of Application:	Zone Change and Preliminary Site Plan Application
Action Type:	Legislative
Applicant:	Shadow Glen 420 Inc
Agent:	Frank Lindhart
Request:	A Zone Change from RM-2 and HC to RM-3 and HC with a PDO
Location:	100 N 2600 W
Zoning:	RM-2 and HC
General Plan Map:	General Commercial and Multifamily

Planning Commission Recommendation

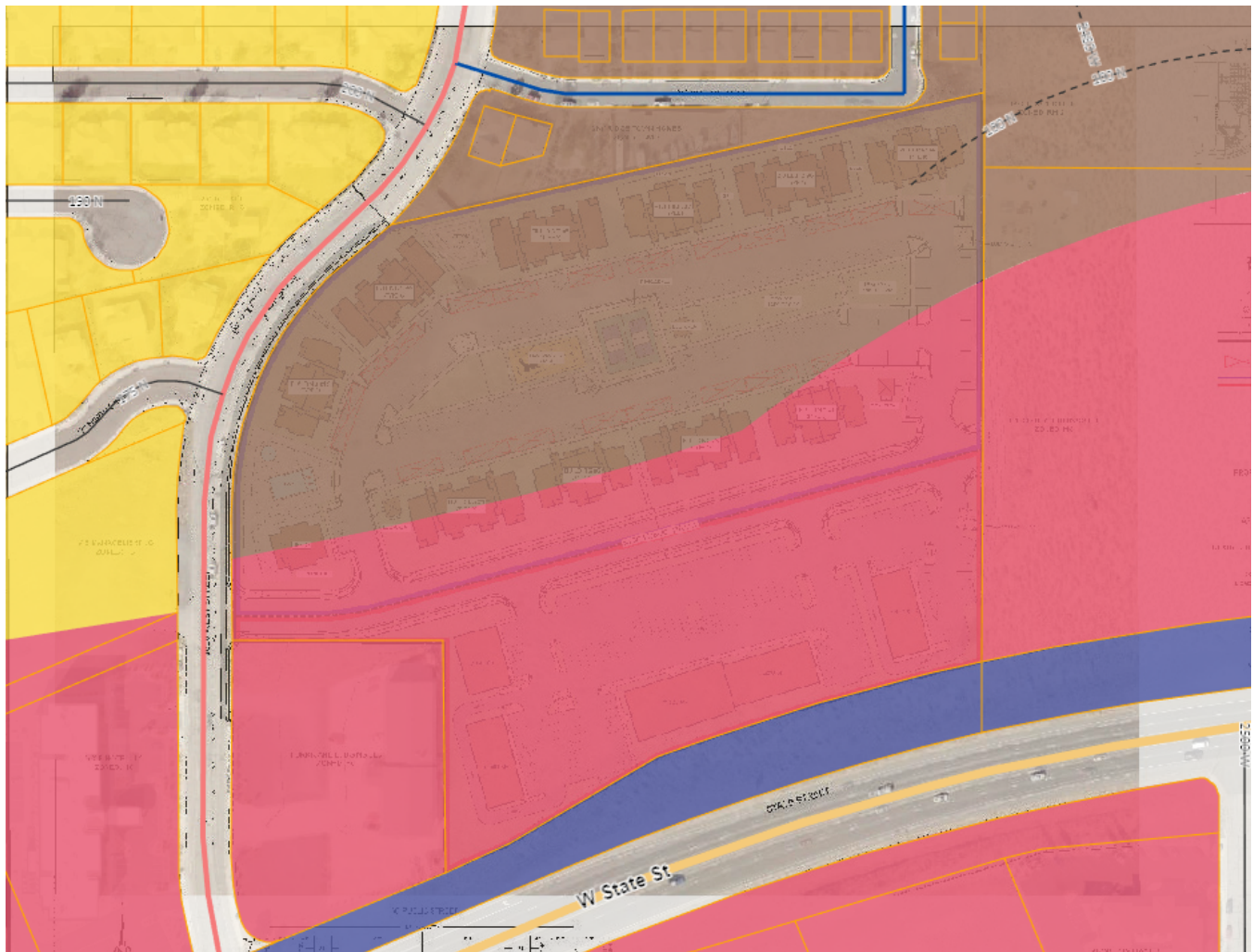
The Planning Commission recommended that the northern portion of the property (north of the master plan roadway as shown in the site plan) be zone to RM-3 PDO, while the remainder parcel remains as Highway Commercial. The Planning Commission also recommends that a public roadway be added to the east boundary to connect to the roadway stubbed into the property and make a connection to the master plan roadway.

Discussion: The applicant is seeking a zone change and preliminary site plan approval from a current mixture of RM-2 and Highway Commercial to RM-3 and Highway Commercial with a Planned Development Overlay. They are proposing five retail/restaurant pads and 120 residential units.

	Zoning	Adjacent Land Use
North	RM-2	Sky Ridge Townhomes
East	RM-2, HC	IHC hospital, Desert Fields Townhomes
South	HC	SR-9, offices, hotels
West	HC, R1-8	Single family homes, hotels

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

Response: This property has two designations on the General Plan Map



Hurricane City Future Land Use Map with site plan overlaid (Brown Multifamily and Red General Commercial)

GENERAL COMMERCIAL: Commercial uses that provide retail, employment and service uses for the City. These developments should be located along major corridors

MULTIFAMILY: Residential neighborhoods with a combination of small-lot single family and multifamily residences that include designated shared open spaces. Each development should consider proximity of transportation, schools, shopping, etc. The specific conditions for each project would be addressed during the approval process. Appropriate

densities for this land use include RM-1, RM-2, and RM-3.

The General Plan Map is meant to be used as a guideline for future development however, this development appears to follow the lining on the map fairly closely.

The General Plan also 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*” While this area is far from existing major commercial areas staff believes that this is a good place for commercial along SR-9 with access from a lighted intersection. This area is also near IHC facilities.

The lining on the map follows the future 100 N master plan roadway (the alignment is addressed later in this report). Overall staff believes this lines up with the spirit of the General Plan.

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

Response: Yes, there is multifamily and commercial in the area currently with more in development.

3. Will the proposed amendment affect the adjacent property?

Response: Yes. Although growth of this nature is anticipated by the General Plan. Most traffic from the residential and commercial areas will be directed onto 2600 W and SR-9. Commercial amenities such as retail and restaurants will be more beneficial to the surrounding community than the existing hotels. It is also important to note that the existing zoning of RM-2 and RM-3 zoning have similar impacts, except that RM-3 Zoning would allow five additional units an acre.

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

Response: Most public facilities are in 2600 W. No Joint Utility Committee members had any major concerns. See JUC Comments below

Other Considerations:

JUC Comments

The following items will need to be addressed:

1. **Public Works:** All water lines in the common area will need to be ductile iron. Need to connect to the public street on the east side of the project. Stormwater plan required.
2. **Sewer:** 10’ sewer line main runs north-south through the property. Adjust the building locations or reroute sewer to avoid conflicts.

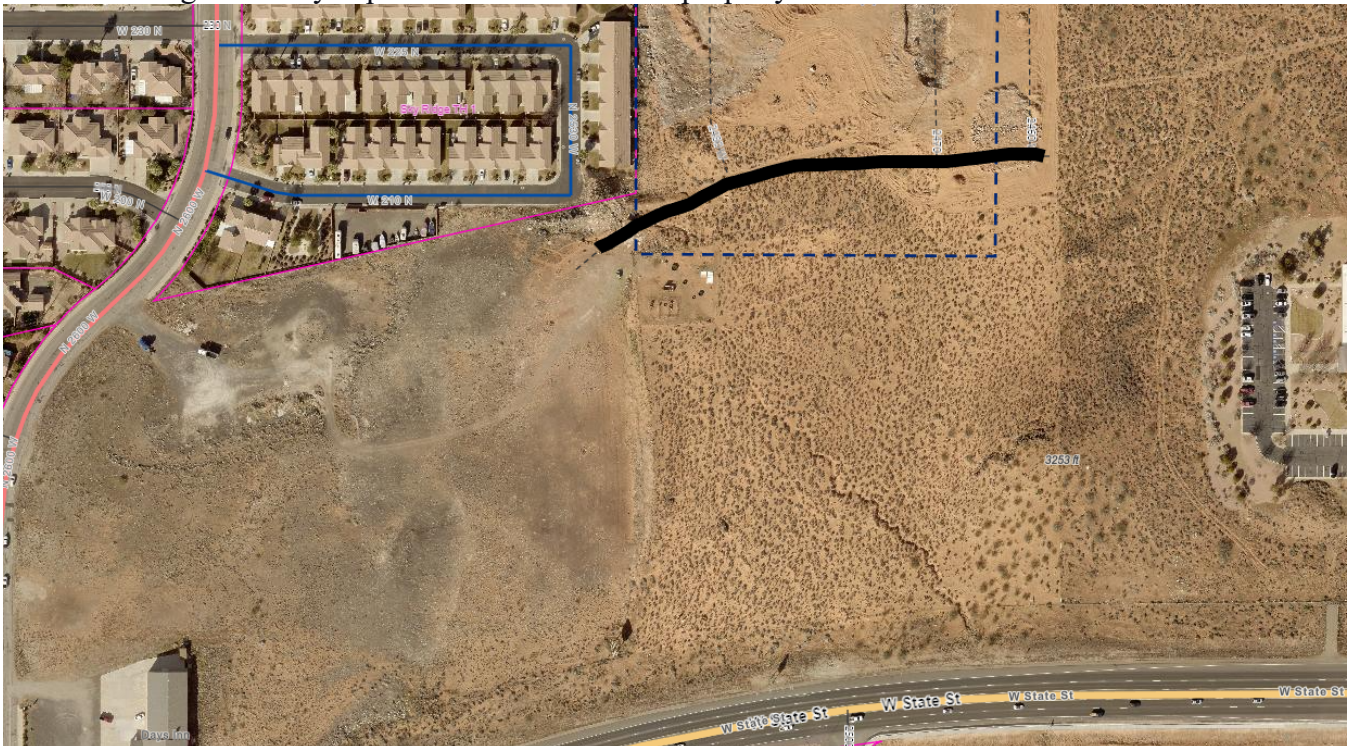
3. **Water:** Water to the front of the site. Need to see engineering.
4. **Fire:** Need second access. Fire code analysis for buildings depending on number of units
5. **Engineering:** It appears a strip of property along the northernmost property line may be encumbered by a power easement; the power line locations should be located before building locations are approved. It appears a second water main connection is not readily available for water looping. Design may be limited to 650' dead end water main. It appears the project is near a pressure zone boundary. The alignment of the master planned Minor Collector must be discussed by City staff. A 60' ROW is planned to be stubbed to the northeast corner of the property by Desert Fields Phase 2. Master planned roadway is a 67' ROW with a trail on the south side. Curb and gutter and a 12' trail required along State Street. Traffic Impact study required. Throat lengths on driveways must be 50' minimum The water main pressure reducing valve vault and blow off pipe east of it must be planned for. Existing sewer must be located; it appears the existing sewer must be relocated for preferred construction.
6. **Streets:** Assuming all parking areas are private. Check if the stormwater basin is sufficient. Okay with zone change.
7. **Power:** Rocky Mountain power line on the north side of the project. Developer is required to pay for a preliminary assessment for capacity on this circuit. Capacity may not be available for this project. Must fill out construction application from power department and meet together
8. **Phone:** Add Centurylink notes for construction drawings.
9. **Cable:** No comment

Staff Comments: Preliminary Site Plan

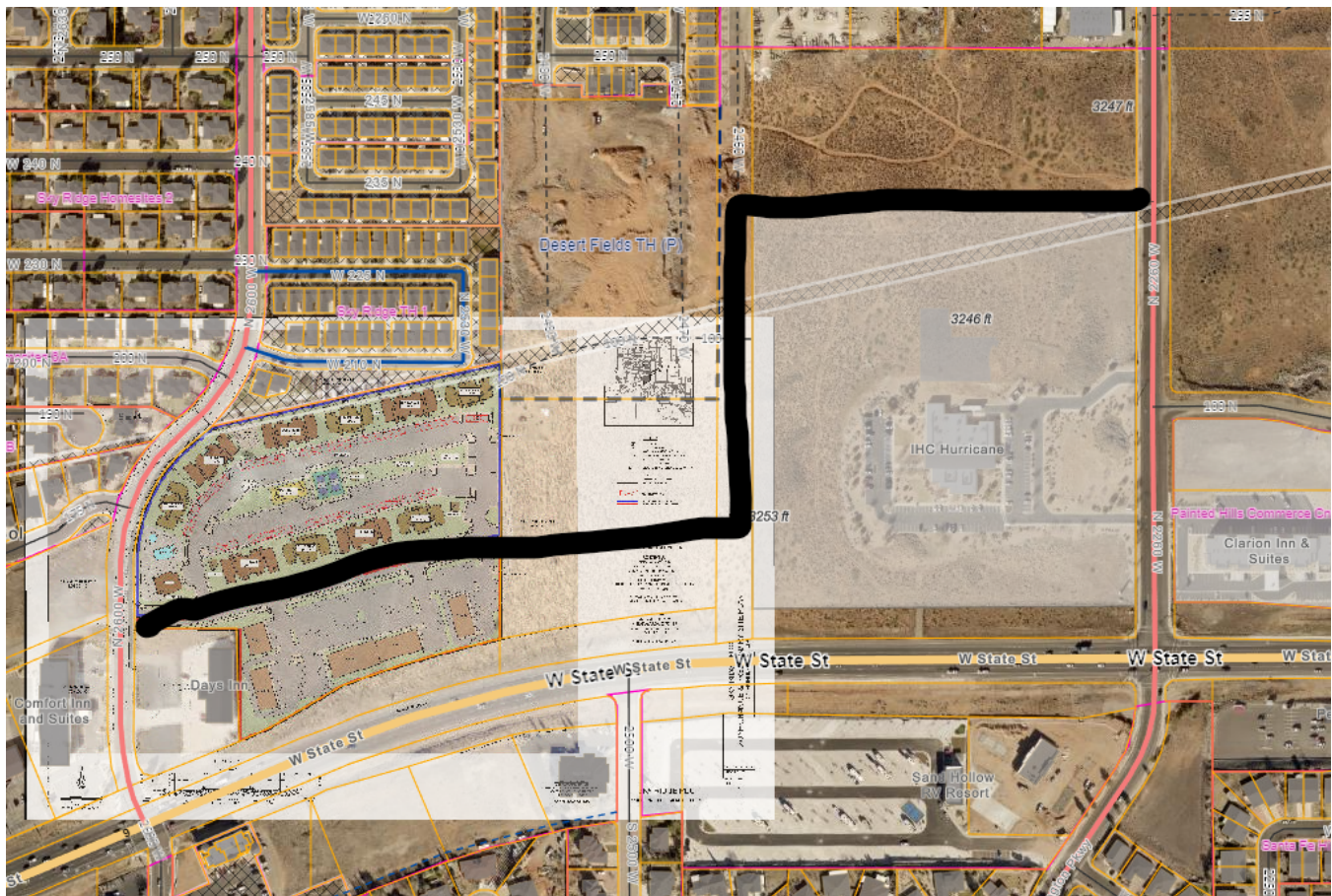
1. The applicant is requesting an RM-3 PDO which would allow for 15 units an acre for the entire property. The applicant is proposing 120 units which equals a density of 9.46 units per acre. However, after review with the Planning Commission and applicant, staff believes it would be much cleaner to approve the RM-3 PDO for just area of the multi-family use and keep the remaining property as Highway Commercial. The applicant would be able to keep the same density on that section and the zoning boundaries and uses would be much cleaner.
 - a. Judging by the layout on the site plan, these will be two story apartment/condominium units
2. One of the biggest issues with this layout is the Transportation Master Plan in the area:



The actual buildout of the frontage roadway (100 Nish) has taken a different path than what was originally approved with the approved plans expansion of IHC and the Desert Fields Townhomes project and the frontage roadway is planned to stub into this property at it's northeast corner as shown below:



In order to connect this roadway to the future 100 N just north of the Comfort Inn would require a much more intensive “S” curve than what was originally intended by our Transportation Master Plan and staff believes it would be detrimental to the layout of this site to require it. Staff is instead suggesting a rerouting the frontage road to follow a path similar to what is laid out below



However, for utility and second access reasons, some connection to the roadway from Desert Fields Townhomes will be required by this development. Staff has contacted the developer for Desert Fields Townhomes and the applicant and is working to find a solution for all involved. The Planning Commission, staff, and the applicant have been okay with

3. **Amenities:** Per HCC 10-33-5: Four amenities are required for 120 units. The applicant is providing a pool, playground area, dog parks, pickleball courts, bbq areas, and a clubhouse to meet this code
4. **Parking:** Applicant is providing 299 stalls in the residential area and 188 stalls in the commercial area. This is sufficient for the residential area, in the commercial area it will depend on the uses within the buildings but this will most likely be sufficient.
5. **Pedestrian Circulation:** The site plan shows a series of paths and sidewalks throughout the development, the site plan also needs to show:
 - a. The master planned trail along 100 N.
 - b. Pedestrian street crossings within the development and across 100 N
 - c. Staff also recommends a trail connection to Sky Ridge Townhomes and a trail along the Rocky Mountain Power lines
 - d. The applicant should show cross walks within the parking lot to access the amenity island.

Findings:

Staff makes the following findings:

1. The proposed zone change meets the standards of the General Plan Map and goals
2. The proposed zone change is generally harmonious with the approved surrounding development
3. The proposed amendment will have an impact on the area. The area is planned to accommodate the proposed uses.
4. Services are adequate or planned to become adequate for the area.
5. A preliminary site plan has been provided that shows how this property could be developed.
Changes are needed to address utility concerns as well as the Transportation Master Plan

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff generally supports the Planning Commission's recommendation for zoning boundary and the need for the additional connecting roadway.



STAFF COMMENTS

Consideration and possible approval on a **preliminary plat for Glampers Inn, a five lot commercial development**, located at approximately 450 S Sand Hollow Road. Blow Sand LLC Applicant.

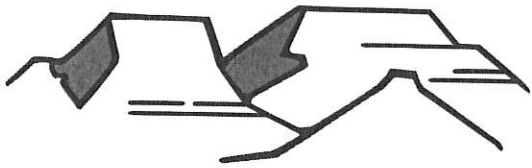
Discussion:

Findings:

Recommendation:

Attachments:

1. 2022-PP-30 App
2. 2022-PP-30 Plans
3. 2022-PP-30 Glampers Inn



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY PLAT APPLICATION

For office use only: \$150.00 Fee
File No. 2022-PP-30
Receipt No. 8103312

Name: Blow Sand LLC Telephone: _____

Address: 2464 E 2000 S, St. George, UT 84790 Fax No. _____

Email: _____ Agent Email: gocamping21@gmail.com

Agent (If Applicable): Scott Nielson Telephone: 435-229-1673

Address/Location of Subject Property: approx. 450 S Sand Hollow Rd., Hurricane, UT

Tax ID of Subject Property: H-4-2-1-330-GS1, H-4-2-1-11131-GS1 Zone District: PC (PLANNED COMMERCIAL)

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) There are seven lots that will serve as commercial for a rv park, atv rentals, resaurant, and shops.

Submittal Requirements: The preliminary plat application shall provide the following:

- ✓ 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
 - ✓ a. The proposed name of the subdivision.
 - ✓ b. The location of the subdivision, including the address and section, township and range.
 - ✓ c. The names and addresses of the owner or subdivider, if other than the owner.
 - ✓ d. Date of preparation, and north point.
 - ✓ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.
- ✓ 2. Existing Conditions: The preliminary plat shall show:
 - ✓ a. The location of the nearest monument.
 - ✓ b. The boundary of the proposed subdivision and the acreage included.
 - ✓ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
 - ✓ d. The location, width, and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
 - ✓ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
 - ✓ f. Existing sewers, water mains, culverts, or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.
 - ✓ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

- ☒ h. Contours at vertical intervals not greater than five (5) feet.
- ☒ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock, and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.
- ☒ j. Information on whether property is located in desert tortoise take area
- ☒ 3. Proposed Plan: The subdivision plans shall show:
- ☒ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys, and easements.
- ☒ b. The layout, numbers, and typical dimensions of lots.
- ☒ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
- ☒ d. Easements for water, sewers, drainage, utilities, lines and other purposes.
- ☒ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)
- ☒ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.
- ☒ g. Approximate radius of all center line curves on highways or streets.
- ☒ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)
- ☒ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.
- ☒ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
- ☒ k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.
- ☒ l. Will this subdivision be phased? If yes show possible phasing lines.
- ☒ m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.
- ☒ 4. Required copies of plans:
- ☒ a. Three copies of all full-scale drawings
- ☒ b. One copy of each drawing on a 11 x 17-inch sheets. (8 1/2 x 11 is acceptable if the project is small and the plans are readable at that size).
- ☒ 5. 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 is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than 12:00 (noon) 20 full calendar days before the Planning Commission meeting at which you plan for your application to be heard.

.....
(Office Use Only)

Date Received: _____ Application Complete: YES NO

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

PURPOSE

The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to ensure that all proposed divisions of land conform to the City General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED

The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discuss the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required \$150 fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (See submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled City Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear City Council comments, answer questions, and receive City Council decision. City Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

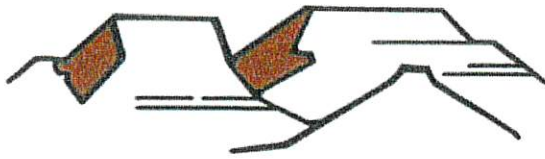
If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to Hurricane City standards. Construction drawings must be approved by both the Hurricane Joint Utilities Committee and the Ash Creek Special Service District. Approval means changes are made and all required signatures are obtained.

Once the preliminary plat is approved by the City Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one-year time limit is reached. The Planning Commission will review and make recommendation to the City Council on the final plat

when submitted. The City Council will typically review the Planning Commission recommendation within 1-2 weeks after the Commission action on the final plat.

APPEALS

The Planning Commission makes a recommendation to the City Council, so there is no appeal. The City Council's action on a preliminary plat is final unless appealed to the appropriate court.



HURRICANE CITY

UTAH

Water Department
Ken Richins, Superintendent

October 12, 2022

To Whom It May Concern:

BLOW SAND LLC, SCOTT NIELSON (the "Developer") has requested a culinary water will serve letter for the subdivision known as Glampers Inn, located at approximately 501 S Sandhollow Rd in Hurricane, Utah (the "Project").

Infrastructure

The City currently has infrastructure to supply culinary water in the general area of the Project. However, Developer will be responsible to connect the Project to the existing water infrastructure, including the installation of infrastructure in dedicated public streets and as otherwise required to meet City standards. In addition, Developer may be required to obtain and supply a hydraulic water study to ensure the waterline will deliver required fire flows. A looped water system may be required.

Water Supply

As of the date of this letter, the city has adequate water to supply water to 57 Equivalent residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,

Ken Richins
Water Department Superintendent



Ash Creek Special Service District

1350 S. Sand Hollow Road

Hurricane, UT 84737

Office: (435) 635-2348 Fax: (435) 635-8550

ashcreek@infowest.com

October 6, 2022

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: Glampers Inn

Stephen,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

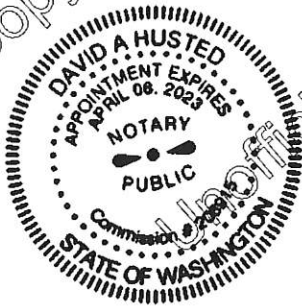
WARRANTY DEED

Grantor,

Grantee:

Page 353 of 414

basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Vice-President of WESTERN MORTGAGE & REALTY COMPANY, A WASHINGTON CORPORATION and that the foregoing document was signed by him on behalf of that entity and the document was the act of the entity for its stated purpose.



David A. Husted
Notary Public

Residing at Richland

My Commission Expires:

April 8, 2023

WA
Richland
6/10/21

WATER RIGHTS ADDENDUM TO LAND DEEDSGrantor: Western Mortgage & Realty CompanyGrantee: Blow Sand, LLCTax ID Number(s): includes all or part of parcels H-4-2-1-1103, H-4-2-1-1113, H-4-2-12-1102, H-4-2-11-2112 and H-4-2-12-2113

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
 2 ☐ Only a portion of Grantor's water rights are being conveyed.
 (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked.)
 3 ☒ No water rights are being conveyed.
 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A
B
C
C

SectionImportant Notes
(see other side)

A	The water right(s) being conveyed include Water Right No(s). _____ along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Right No(s). _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures by Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10
Attach and sign additional copies of this form if more space is needed.		

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: 2464 E 2000 S, St. George, UT 84790

NOTE: GRANTEE MUST KEEP ACCURATE ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS Page 355 of 414

WATER RIGHTS ADDENDUM TO LAND DEEDSGrantor: Western Mortgage & Realty CompanyGrantee: Blow Sand, LLCTax ID Number(s): includes all or part of parcels H-4-2-1-1103, H-4-2-1-1113, H-4-2-12-1102, H-4-2-11-2112 and H-4-2-12-2113

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
 2 ☐ Only a portion of Grantor's water rights are being conveyed.
 (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
 3 ☒ No water rights are being conveyed.
 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A
B
C
C**Section**Important Notes
(see other side)

A	The water right(s) being conveyed include Water Right No(s). _____ along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Right No(s). _____ ☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ ☒ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures by Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____ ☐ Culinary water service is provided by: _____ ☐ Outdoor water service is provided by: _____ ☐ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: [Signature] Vice Pres.Grantee's Acknowledgment of Receipt: [Signature]Grantee's Mailing Address: 2464 E 2000 S, St. George, UT 84790

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

Warranty Deed Page 1 of 1

Gary Christensen Washington County Recorder
 01/13/2021 09:36:54 AM Fee \$40.00 By RUESCH &
 REEVE, PLLC

**WHEN RECORDED
 MAIL TAX NOTICES TO:**

Grantee
 341 E Sunland Dr.
 St. George, UT 84737

WARRANTY DEED

Scott T. Nielson, a married man

Grantor,

of Hurricane, Utah
 hereby CONVEYS and WARRANTS to

Glampers Inn, LLC, a Utah limited liability company

Grantee,

of St. George, Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON, State of Utah, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN; THENCE S88°46'40"E ALONG THE NORTH-SOUTH SECTION LINE, 1256.28 FEET; THENCE N00°00'00"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE N51°57'36"W 1384.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAND HOLLOW ROAD; THENCE N52°29'52"E ALONG AFORESAID RIGHT-OF-WAY, 920.00 FEET; THENCE S37°30'14"E 1340.88 FEET; THENCE S52°31'32"W 574.38 FEET TO THE POINT OF BEGINNING.

Tax Serial No. H-4-2-1-1103 (a portion thereof) and H-4-2-1-1113 (a portion thereof)

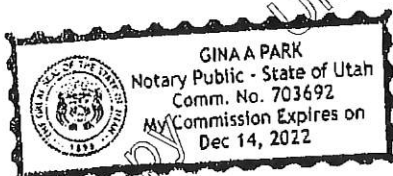
Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2021 taxes and thereafter.

WITNESS the hand of said grantor, this 12 day of January, 2021


 Scott T. Nielson

STATE OF UTAH)
) :ss
 COUNTY OF Washington)

On the 12 day of January 2021, personally appeared before me Scott T. Nielson, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.




 Notary Public
 Residing at Washington, Utah:
 My Commission Expires:

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	CONCRETE
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING WATER
	SECTION MONUMENT
	BUILDING LOTS

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	803.73'	1476.00'	793.84'	N36°53'52"E	31°11'58"
C2	30.63'	19.50'	27.58'	S82°30'11"E	89°59'55"
C3	30.64'	19.50'	27.58'	S7°30'39"W	90°01'46"
C4	124.67'	665.00'	124.49'	S47°09'17"W	10°44'29"
C5	609.40'	1591.31'	605.68'	N72°14'28"W	21°56'30"
C6	60.63'	1476.00'	60.63'	N20°07'17"E	2°21'13"

PRELIMINARY PLAT FOR:
GLAMPERS INN PARK

LOCATED IN SECTIONS 1, 2, 11, & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

QBV: VOLCANO MOUNTAIN LAVA FLOW (MIDDLE PLEISTOCENE)

MEDIUM- TO DARK-GRAY TO GRAYISH-BLACK, FINE- TO MEDIUM-GRAINED ALKALI BASALT (QBV) WITH SPARSE OLIVINE PHENOCRYSTS; ERUPTED FROM A VENT AT VOLCANO MOUNTAIN (QBV) SOUTHWEST OF HURRICANE; DIVISIBLE INTO THREE SEPARATE FLOWS (BIEK, 2003A, 2003B); YOUNGEST AND MIDDLE-LEVEL FLOWS YIELDED 40AR/39AR AGES OF 0.258 ± 0.024 MA AND 0.353 ± 0.045 MA, RESPECTIVELY (SANCHEZ, 1995), IN ACCORD WITH K-AR AGES OF 0.289 ± 0.085 AND 0.303 ± 0.30 (BEST AND OTHERS, 1980) ON THE MIDDLE-LEVEL FLOW; MIDDLE-LEVEL FLOW IS DISPLACED ABOUT 240 FEET (73 M) BY THE HURRICANE FAULT AT TIMPOWEAP CANYON AND LOCALLY HAS PILLOW BASALT AT ITS BASE; THE OLDEST FLOW ABOUT 8 MILES (13 KM) DOWN THE VIRGIN RIVER; LAVA FLOWS ARE GENERALLY 35 TO 45 FEET (11-14 M) THICK AND FORM ROUGH, BLOCKY SURFACES, BUT THE MIDDLE-LEVEL FLOW IS AS MUCH AS 170 FEET (50 M) THICK WHERE IT FILLS THE ANCESTRAL VIRGIN RIVER CHANNEL.

QAE: ALLUVIAL AND EOLIAN DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)

MODERATELY SORTED GRAVEL, SAND, AND SILT DEPOSITED IN SMALL CHANNELS AND ON ALLUVIAL FLATS, AND WELL-SORTED, FINE- TO MEDIUM-GRAINED, REDDISH-BROWN EOLIAN SAND LOCALLY REWORKED BY ALLUVIAL PROCESSES; YOUNGER DEPOSITS (QAE) FORM ACTIVE DEPOSITIONAL SURFACES, WHEREAS OLDER DEPOSITS (QAE0) TYPICALLY FORM INCISED, INACTIVE SURFACES; AS MUCH AS ABOUT 20 FEET (6 M) THICK.

LEGAL DESCRIPTION

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N88°51'50"W ALONG THE SOUTH SECTION LINE OF SAID SECTION 2, 2171.24 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1476.00 FEET AND A RADIAL BEARING OF S88°42'07"E, A DISTANCE OF 803.73 FEET, THROUGH A CENTRAL ANGLE OF 31°11'58" (LONG CHORD BEARS: N36°53'52"E 793.84 FEET); THENCE N52°29'51"E 940.72 FEET; THENCE N61°57'35"E 33.46 FEET; THENCE N52°29'51"E 150.99 FEET; THENCE EASTERLY ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.63 FEET, THROUGH A CENTRAL ANGLE OF 89°59'55" (LONG CHORD BEARS: S82°30'11"E 27.58 FEET); THENCE S37°30'14"E 1215.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.64 FEET, THROUGH A CENTRAL ANGLE OF 90°01'46" (LONG CHORD BEARS: S07°30'39"W 27.58 FEET); THENCE S52°31'32"W 1077.18 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 665.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 124.67 FEET, THROUGH A CENTRAL ANGLE OF 10°44'29" (LONG CHORD BEARS: S47°09'17"W 124.49 FEET); THENCE S41°47'03"W 161.13 FEET; THENCE N57°44'33"W 143.71 FEET; THENCE N61°16'15"W 462.07 FEET; THENCE WESTERLY ALONG THE ARC OF A 1591.31 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 609.40 FEET, THROUGH A CENTRAL ANGLE OF 21°56'30" (LONG CHORD BEARS: N72°14'28"W 605.68 FEET); THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1476.00 FEET AND A RADIAL BEARING OF S71°03'20"E, A DISTANCE OF 60.63 FEET, THROUGH A CENTRAL ANGLE OF 02°21'13" (LONG CHORD BEARS: N20°07'17"E 60.63 FEET) TO THE POINT OF BEGINNING.

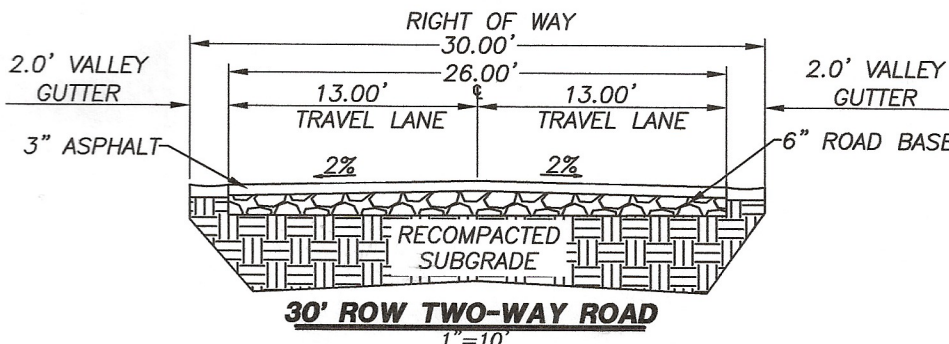
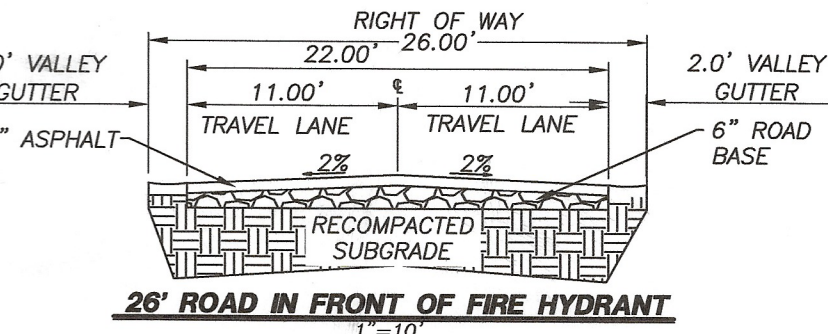
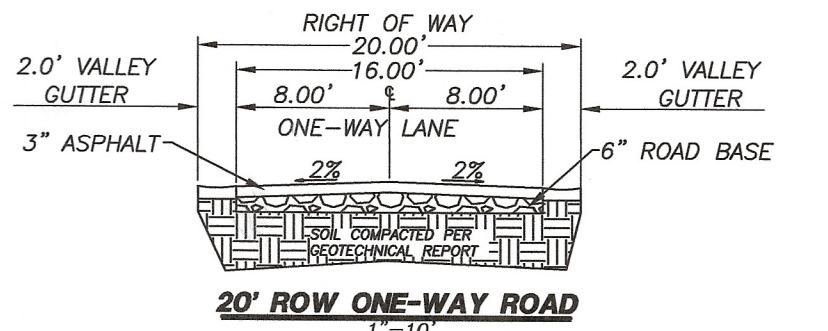
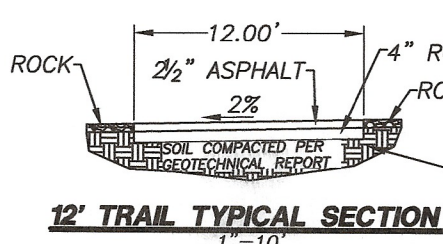
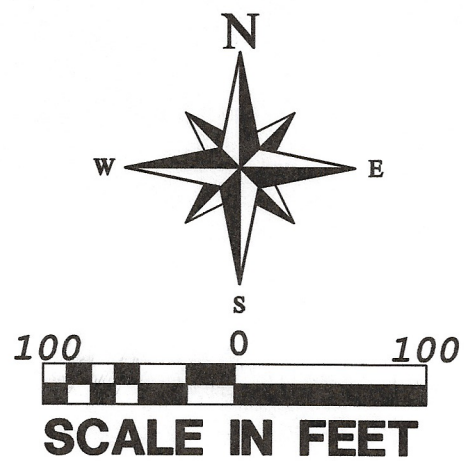
AREA CONTAINS 2,074,767 SQUARE FEET OR 47.630 ACRES.

LAND USE SUMMARY

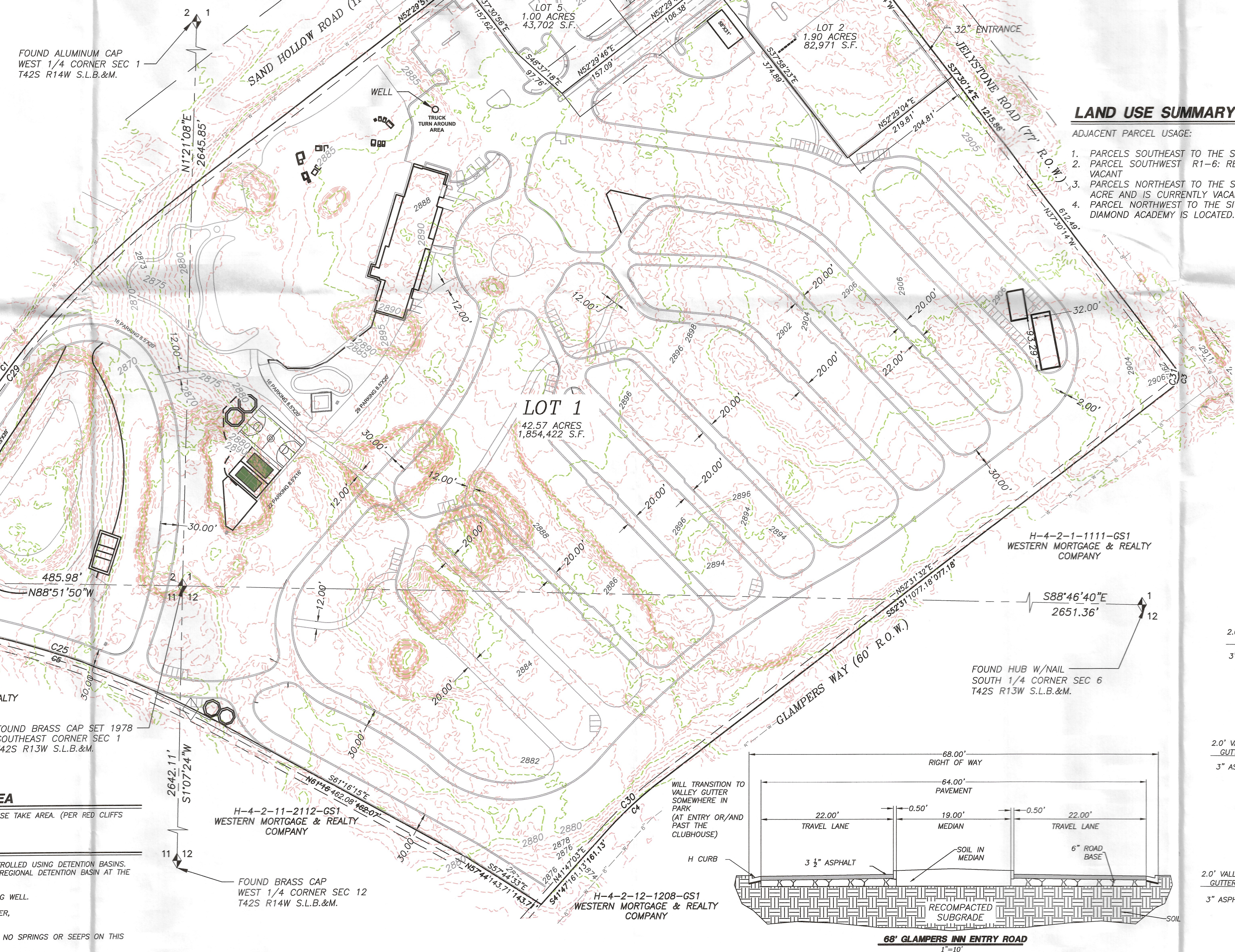
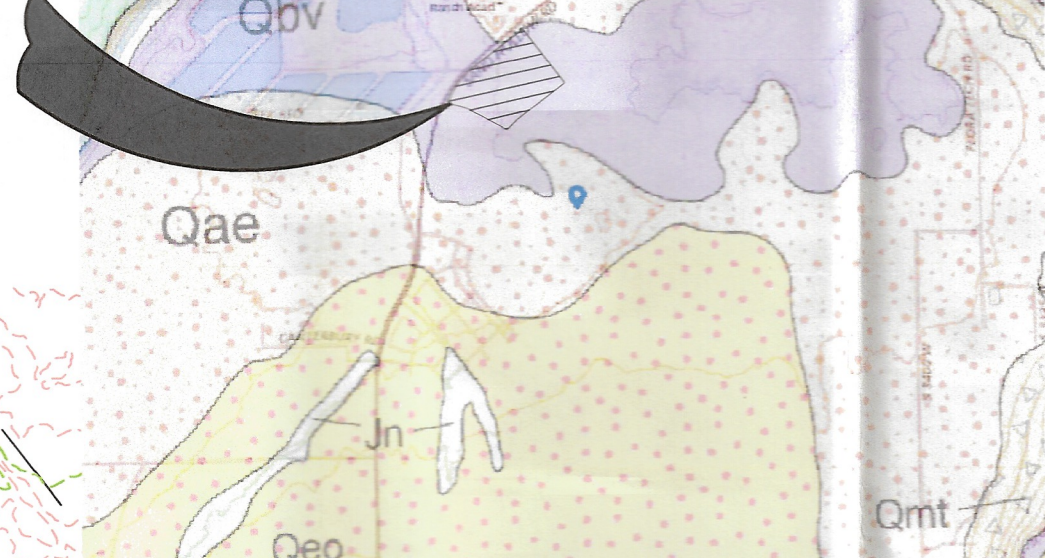
ADJACENT PARCEL USAGE:

1. PARCELS SOUTHEAST TO THE SITE COME UNDER PC: THE LOT IS CURRENTLY VACANT.
2. PARCEL SOUTHWEST R1-6: RESIDENTIAL - 1 UNIT PER 6,000 SQ FT AND IS CURRENTLY VACANT
3. PARCELS NORTHEAST TO THE SITE COME UNDER R1-8: RESIDENTIAL - 1 UNIT PER 8,000 ACRE AND IS CURRENTLY VACANT.
4. PARCEL NORTHWEST TO THE SITE COMES UNDER PC: PLANNED COMMERCIAL WHERE THE DIAMOND ACADEMY IS LOCATED.

RV UNITS = 216
CABIN UNITS = 34
TOTAL UNIT = 250
TOTAL PROJECT AREA = 2,074,767 SQ. FT. (47.630 AC)
STANDARD PARKING STALLS DESIGNED = 203 TBD STALLS
TOTAL LANDSCAPE = 616,084 SQ. FT.
TOTAL DOG PARK AREA = 8,500 SQ. FT.
LAND USE = RECREATION VEHICLE PARK
TOTAL GROSS ACREAGE: 2,136,491.56 SQ.FT
SQ.FT OF STREET R-O-W: 497,937.29 SQ.FT.
SQ.FT OF BUILDING FOOTPRINT: 22,799 SQ.FT.
NOS OF STANDARD PARKING SPACES: 203
NOS OF GOLF PARKING SPACES: 186



PROJECT LOCATION



FOUND ALUMINUM CAP
WEST 1/4 CORNER SEC 1
T42S R14W S.L.B.&M.

FOUND BRASS CAP SET 1978
SOUTHEAST CORNER SEC 1
T42S R13W S.L.B.&M.

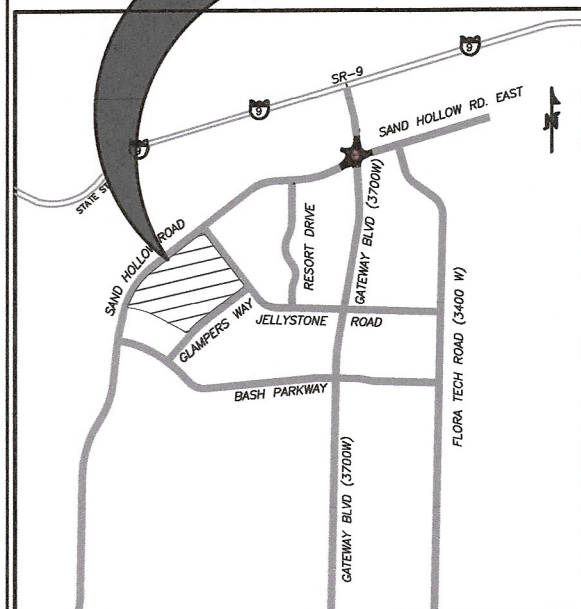
FOUND HUB W/NAIL
SOUTH 1/4 CORNER SEC 6
T42S R13W S.L.B.&M.

FOUND BRASS CAP
WEST 1/4 CORNER SEC 12
T42S R14W S.L.B.&M.

OWNERS:

BLOW SAND LLC
2465 E 2000 S
SAINT GEORGE, UT 84790

PROJECT LOCATION



VICINITY MAP
N.T.S.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

NOTES

STORM WATER CAN BE LOCALLY DETAINED AND CONTROLLED USING DETENTION BASINS. WATER WILL BE COLLECTED AND DELIVERED TO THE REGIONAL DETENTION BASIN AT THE PROPOSED PARK

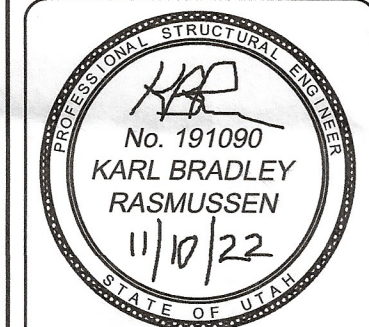
IRRIGATION WILL BE TAKEN CARE OF BY THE EXISTING WELL.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE IS ONE WELL ON THE PROPERTY. THERE ARE NO SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
200 South 850 West, Suite 1
Hurricane, UT 84790
Phone: (435) 648-8327



PRELIMINARY PLAT FOR:
GLAMPERS INN PARK
LOCATED IN SECTIONS 1, 2, 11, & 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 11/10/2022
SCALE: 1"=100'

JOB NO.
563-001

SHEET NO:
1 OF 1

updated 11/11/22



STAFF COMMENTS

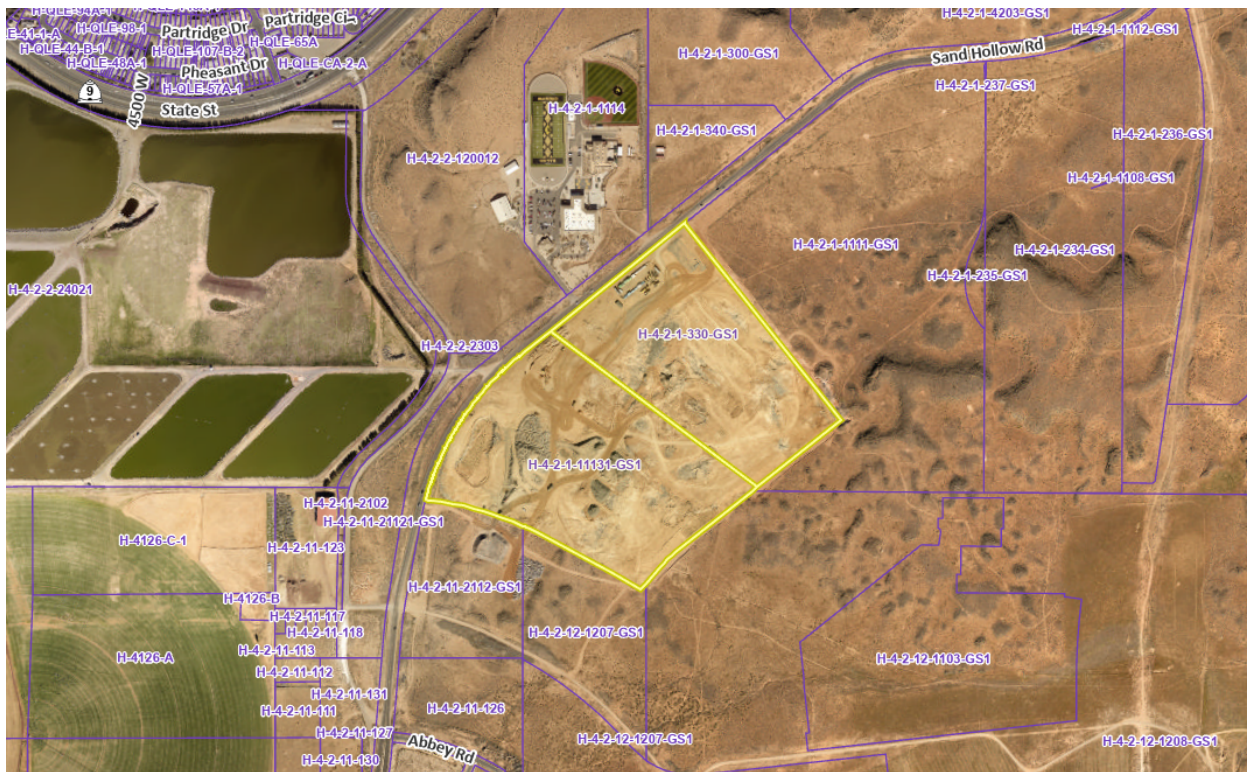
Agenda Date:	01/05/2023
Application Number:	2022-PP-30
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Blow Sand LLC
Agent:	Scott Nielson
Request:	Approval of a Preliminary Plat
Location:	Approx. 450 S Sand Hollow Road
Zoning:	PC
General Plan Map:	Neighborhood Commercial

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to staff and JUC comments be addressed.

Discussion:

The applicant has filed a preliminary plat for the Glampers Inn development. The applicant has previously received preliminary and final site plan approval under the assumption that there would be no subdivisions within the development. Their plans have changed and they now plan to split off the RV park, the ATV rental facility, and the restaurant pads, which require a preliminary plat application



JUC Comments

The following items will need to be addressed:

1. **Public Works:** No outlet to Sand Hollow Road
2. **Power:** This area borders the line between Hurricane City Power and Dixie Power so both entities will have to work together. Overhead power lines are in the area. Will need a survey
3. **Sewer:** No additional comments
4. **Street:** No comments
5. **Water:** Served off the Dixie Springs tank. Whole system will need a water loop for fire protection at least, likely through PID.
6. **Engineering:** Will the entire project plat at once? The construction plans show phase lines. Disturbed PLSS survey monuments must be reestablished per Utah state statute and meet their standards. Roadway dedication plats surrounding the project must be recorded before the Final Plat. Utility easements aren't shown. Utilities are typically public on the street side of the lines up to the meter.
7. **Fire:** No comments
8. **Phone:** No comments
9. **Gas:** No comments
10. **WCWCD:** No comments

Staff Comments: Preliminary Plat

1. All the proposed uses meet the Planned Commercial zoning standards

2. The approved final site plan shows the southwestern restaurant building as having four units but this preliminary plat shows it as having two lots. Staff doesn't have an issue with this as it does not appear to have affected the overall site layout
3. Where there are now several lots where there were originally planned to be one the applicant's parking plan may now be noncompliant. However, since the Planning Commission signed off on the overall parking plan and the parking plan does not appear to have changed the staff is fine with this.
 - a. Staff will require that cross-access parking and movement agreements be signed when these lots are recorded.
4. The applicant will need to provide cross-access agreements for parking, access, and utilities to Jelly Stone Drive and through out the drive areas. This is to ensure that each lot has proper legal access and utilities connection points, and to ensure the approved parking plan remains valid.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff recommends that the item is approved subject to staff and JUC comments.



STAFF COMMENTS

Consideration and possible approval of a **recommendation to UDOT for a traffic signal at 1580 West or 1400 West State Street-Arthur LeBaron**

Discussion:

Ace Hardware is developing a new store with 3 restaurant pads at 1400 West State Street and will be constructing a new intersection at that location for access. A traffic study has been completed and shows that a signal is warranted at 1400 West when the commercial project is up and going. It is recommended that the signal be operational when Ace Hardware opens. UDOT is asking for City concurrence and would like a letter indicating such before proceeding. The recommendation for the signal in the traffic impact study is on page 5 (see attached). Also attached is a corridor agreement that the City entered into with UDOT back in 2007 that is referenced in the traffic impact study. It is most helpful to scroll down to the exhibits at the end of the document.

Findings:

Recommendation:

Staff agrees with the recommendations that are in the traffic impact study and recommend that the City write the letter of concurrence to UDOT to construct the signal at 1400 West with the Ace Hardware project.

Attachments:

1. Hurricane Ace Hardware TIS Memo 08SEP2022
2. FINAL Cooperative Corridor_Preservation Agreement SR9 - 071307



Bucks Ace Hardware Development Traffic Impact Study Hurricane, Utah

Prepared for: Bucks Ace Hardware Development
Prepared by: Avenue Consultants
September 8, 2022

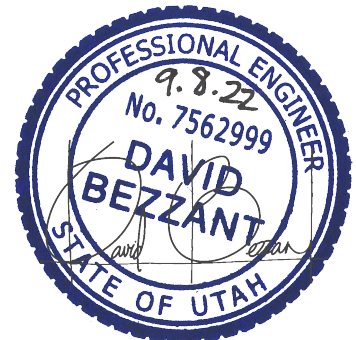




Table of Contents

Table of Contents i

1 Executive Summary..... 1

2 Introduction 2

3 Existing Conditions 2

Existing Vehicle Crash Data..... 3

4 Future Scenarios..... 3

4.1 Trip Generation 3

4.2 Trip Distribution 5

5 Traffic and ImprovementS Analysis..... 5

5.1 Traffic Signal Evaluation 5

5.2 Level of Service & Delay Traffic Evaluation 5

6 Recommendations 7

Appendix A – Site Plan.....A

Appendix B – Synchro Reports.....B

Appendix C – Signal Warrant ReportsC

1 EXECUTIVE SUMMARY

Avenue Consultants (Avenue) performed a traffic impact study for the proposed relocation of the Bucks Ace Hardware development in Hurricane, Utah. The proposed development is planned to be built on approximately five acres of undeveloped land on the southwest corner of the future 1400 West and State Street (SR-9) intersection. The proposed project location is identified in Figure 1. The development plans to build 1400 West and 150 South along the perimeter of the property with the main access to be located on 1400 West. The proposed site includes a hardware store, a high turnover sit-down restaurant, and two restaurants each with their own drive-thru.

Avenue collected AM and PM traffic volumes on State Street near the 1400 West intersection location on Tuesday, June 21, 2022, and used them as the basis for evaluating traffic conditions. Also, AM and PM peak period turning movement volumes were collected at the existing Bucks Ace Hardware store (located at 489 West and State Street in Hurricane, Utah) on the same day to provide a local trip generation comparison for the proposed Ace Hardware store development. Development traffic volume projections were estimated using the Institute



Figure 1. Vicinity Map

Transportation Engineer's (ITE) *Trip Generation Manual, 11th Edition* and the local counts collected at the existing Bucks Ace Hardware. The proposed site is estimated to generate 513 vehicle trips during the AM peak hour and 527 vehicle trips during the PM peak hour. Avenue evaluated the proposed 1400 West and State Street intersection with the existing and projected traffic volumes using the methodologies within the *Highway Capacity Manual* to determine the anticipated traffic conditions. A proposed signalized intersection at 1400 West and State Street is expected to perform acceptably with minimal queuing or delay during the most congested AM and PM peak hours.

The anticipated traffic of the proposed development is anticipated to generate sufficient eastbound right-turning volume on State Street to warrant an eastbound right-turn deceleration lane. Additionally, to serve the traffic leaving the proposed development, we recommend constructing separate northbound left and right-turn lanes for the 1400 West and State Street intersection.

Avenue also evaluated the potential need for a signal at 1400 West and State Street. Hurricane City has a corridor agreement with UDOT which plans for an additional signal on State Street at either 1400 West or 1580 West. City plans show that 1400 West will extend for three miles from 600 North through Hurricane City proper, while 1580 West is planned to extend from 600 North for 1.5 miles to 900 South. 1400 West is also more centrally located between signals on the corridor and will provide better corridor signal timing progression on State Street. As such, we recommend that 1400 West be signalized due to its longer length and the larger area that will be served by this location. With the development of this site, a signal is warranted at 1400 West. Traffic volumes on 1400 West meet the peak hour traffic signal warrant as outlined within the *Utah Manual of Uniform Control Devices (UMUTCD)*.

2 INTRODUCTION

This report describes a traffic impact study performed by Avenue Consultants (Avenue) for the proposed development in Hurricane on the southwest corner of State Street and the proposed 1400 West roadway alignment. The proposed development is planned to be built on approximately five acres of undeveloped land and consists of a 40,000 square foot Ace Hardware store, a 5,600 square foot drive-thru restaurant, a 2,800 square foot drive-thru restaurant, and a 2,500 square foot high turnover sit-down restaurant. This study includes a summary of the traffic conditions of the study area for existing and opening-day conditions with associated recommendations.

This report summarizes the traffic operations analyses to determine the traffic impacts to adjacent roadways for a proposed development. A map showing the proposed site plan is shown in Figure 2. The area surrounding the site on State Street is mostly commercial, although south of the site is a mixture of agricultural and single-family residential uses. The Gould Wash crosses under State Street approximately 100 feet east of the proposed 1400 West roadway alignment.

This development will build 1400 West and 150 South along the perimeter of the property with the main access located on 1400 West. As detailed on the site plan, the development access onto 1400 West will be wide enough for a single lane ingress to enter and a two-lane egress to exit the proposed site.

This traffic impact study includes the following sections:

- Existing Conditions
- Traffic & Improvement Analysis
- Recommendations
- Appendices

3 EXISTING CONDITIONS

State Street is a major arterial which has two lanes in the eastbound and westbound directions with a center two-way left-turn lane and 10-foot shoulders. The speed limit on State Street is 45 MPH. Since there is no intersection existing at the proposed access site to State Street, the traffic flows freely with minimal congestion. Vehicle traffic counts were collected from 7 to 9 AM and from 4 to 6 PM on Tuesday, June 21, 2022. The traffic counts were collected near the proposed location for the 1400 West intersection with State Street, and the AM and PM peak hour traffic volumes are shown in Figure 3.



Figure 2. Proposed Site Plan

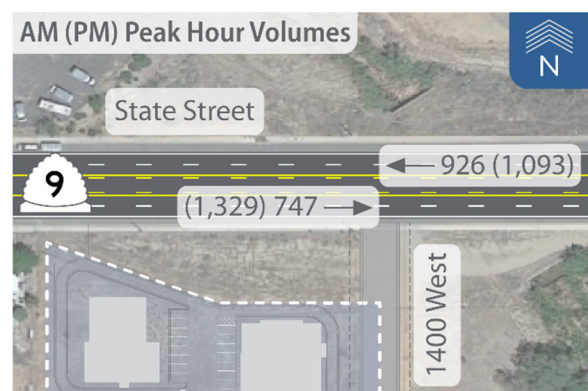


Figure 3. Existing Peak Hour Traffic Counts

3.1 Existing Vehicle Crash Data

Crash data for the last five years was obtained for State Street between 1850 West and 1150 West. Along this segment:

- There were twelve total crashes
- Five crashes involved hazardous objects entering the roadway (e.g., wild animals or unfastened equipment)
- Five crashes involved rear-end collisions due to lane changes into slower traffic
- Two crashes were angle crashes involving vehicles turning from minor streets
- Two crashes had suspected minor injuries while all the other crashes were property damage only

Constructing an eastbound deceleration lane at the proposed intersection at 1400 West could potentially reduce the number and severity of crashes by providing a space for vehicles separate from the high-speed traffic on State Street to complete an eastbound right-turn maneuver. Much of this lane could be constructed within the existing shoulder of the road.

4 FUTURE SCENARIOS

This section addresses the generated site traffic associated with the opening day of the proposed uses.

4.1 Trip Generation

The project vehicle trip generation was derived from the Institute Transportation Engineer's publication, *Trip Generation Manual, 11th Edition*. This report provides standards and recommendations for the probable vehicle trip generation for various land uses based upon nationwide studies of existing developments in comparable settings. Avenue selected land use types that most accurately reflect the planned development of the project site. As the ITE Trip Generation Manual doesn't have a good comparable land use for a small hardware store. The most similar land use is a Home Improvement Superstore. The average build size of this ITE land use is about 3.4 times the size of the proposed use. The smallest from the ITE sample is 54% larger than the proposed use. Hurricane City was concerned that the ITE rates for the hardware store did not accurately reflect their experience and so we based the trip generation on the vehicle trips at the existing Bucks Ace Hardware store located at 489 State Street, Hurricane, UT. The existing Bucks Ace Hardware store has 25% less floor space than the proposed Bucks Ace Hardware Store. Due to the difference in size, the vehicle movements were proportionally grown by 25%. The total AM and PM peak hour vehicle trips entering and leaving this site are estimated in Table 1.

Table 1. Anticipated Vehicle Trips for the Relocated Buck's Ace Hardware

AM Peak Hour			PM Peak Hour		
Total	In	Out	Total	In	Out
115	59	56	227	111	116

For the drive-thru and sit-down restaurants, Avenue selected Fast-Food Restaurant with Drive-Thru and a High-Turnover (Sit down) Restaurant as the ITE land uses. The ITE Codes for these land uses are 934 and 932, respectively. The trip generation rates used are shown in Table 2.

**Table 2.** Proposed Land Uses and Trip Generation Rates

Land Use / Intensity	ITE Trip Generation Rates per 1,000 Square Feet						
	Weekday Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
2,500 SF Restaurant ¹	107.20	9.57	5.26	4.31	9.05	5.52	3.53
2,800 SF Restaurant ²	467.48	44.61	22.75	21.86	33.03	17.18	15.85
5,600 SF Restaurant ²	467.48	44.61	22.75	21.86	33.03	17.18	15.85

1. Sit-Down Restaurant

a. ITE Land Use: High-Turnover (Sit-Down) Restaurant

b. ITE Code: 932

2. Fast-Food Restaurant with Drive-Thru

a. ITE Land Use: Fast-Food Restaurant with Drive-Thru

b. ITE Code: 934

The total anticipated trips for the restaurant elements of this development are shown in Table 3.

Table 3. Development Trip Generation

Land Use / Intensity	Vehicle Trips						
	Weekday Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
2,500 SF Restaurant ¹	268	24	13	11	23	14	9
2,800 SF Restaurant ²	1,309	125	64	61	92	48	44
5,600 SF Restaurant ²	2,618	249	127	122	185	96	89
Total	4,195	398	204	194	300	158	142

1. Sit-Down Restaurant

a. ITE Land Use: High-Turnover (Sit-Down) Restaurant

b. ITE Code: 932

2. Fast-Food Restaurant with Drive-Thru

a. ITE Land Use: Fast-Food Restaurant with Drive-Thru

b. ITE Code: 934

The total number of anticipated AM and PM vehicle trips, from ITE's *Trip Generation Manual* for the restaurant elements of the development corresponding with the peak hour traffic of the adjacent street is 398 vehicles for the AM peak hour and 300 vehicles during the PM peak hour. The total number of daily projected vehicle trips was 4,195 trips. Table 4 sums up the AM and PM traffic movements for all trip generators within the development site. The totals take the anticipated trips derived from the counts collected at the existing Bucks Ace Hardware store combined with the restaurant generated trips from Table 3. 513 trips and 527 trips are estimated in the AM and PM peak hours, respectively. This includes 263 vehicles entering and 250 vehicles leaving the proposed site in the AM peak hour and 269 vehicles entering and 258 leaving the proposed site in the PM peak hour.

Table 4. Total Anticipated Vehicle Trips for the Proposed Development

AM Peak Hour			PM Peak Hour		
Total	In	Out	Total	In	Out
513	263	250	527	269	258

4.2 Trip Distribution

The distribution of the anticipated trips was based on the existing traffic patterns in the study area for each of the peak hours analyzed. The site traffic distribution assignments are shown below in Figure 4. Some assumptions that were made regarding the trip distribution are:

- 1400 West joins State Street adjacent to the northeast corner of the project site.
- Turning movements at 1400 West were all generated from the project site and traffic volumes of other future developments were not included.
- 1400 West will have separate northbound left and right-turning lanes.

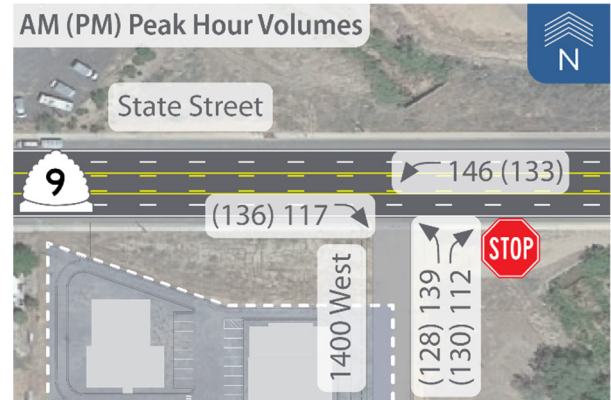


Figure 4. 2022 Assigned Site Traffic Distribution

5 TRAFFIC AND IMPROVEMENTS ANALYSIS

5.1 Traffic Signal Evaluation

A corridor agreement between Hurricane City and UDOT plans for an additional signal on State Street at either 1400 West or 1580 West. Both streets are defined in Hurricane City's *2019 Transportation Master Plan* as minor collectors with a 60-foot right-of-way. 1580 West would primarily serve a low-density residential zone north of State Street and will extend from 600 North to 900 South (1.5 miles). Hurricane City's *2019 Transportation Master Plan* shows the alignment of 1580 West with offset intersections from 150 South to 900 South which would limit flow on 1580 West. To move larger volumes of traffic on 1580 West, these intersections should be aligned without offsets. 1400 West is planned to extend from 600 North to 2300 South (3 miles) and will provide access for a higher number of parcels as it extends through Hurricane City proper. 1400 West will serve the transportation needs of parcels on both sides of State Street, while 1580 West will primarily only serve parcels north of State Street. 1400 West is more centrally located between 1760 West and 1150 West and will provide better corridor signal timing progression for State Street. As such, we recommend that 1400 West be signalized due to its potential for better signal corridor progression on State Street along with its longer length and larger area that it will serve in the future.

Avenue evaluated the peak hour traffic signal warrant criteria described within the *Utah Manual of Uniform Control Devices* (UMUTCD) to determine if a signal is warranted at State Street and 1400 West with the anticipated traffic volumes. According to peak hour traffic signal warrant criteria described in the UMUTCD, a signal is warranted to address traffic conditions for the proposed development. Signal warrant evaluation reports can be found in Appendix C.

5.2 Level of Service & Delay Traffic Evaluation

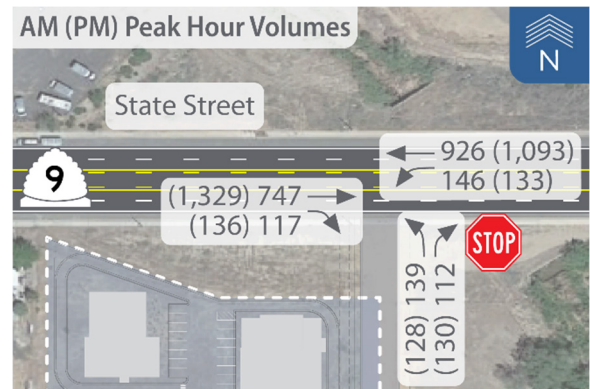
The analysis of peak hour intersection traffic operations is a primary indicator of roadway system performance. Average vehicle delay was determined utilizing the methodology found in the *Highway Capacity Manual (HCM)*, 6th Edition. Level of Service (LOS) is a term that describes the operating performance of an intersection and is measured quantitatively based on average vehicle delay and reported on a scale from A to F, with A representing the best performance and F the worst. LOS D or better is generally considered acceptable for urbanized areas. For unsignalized intersections, LOS is reported based on the average vehicle delay for the worst approach. Table 5 provides a brief explanation for each LOS and the associated delay per vehicle.

Table 5. Intersection Level of Service

Level of Service	Traffic Conditions	Unsignalized	Signalized
		Average Delay (seconds/vehicle)	Average Delay (seconds/vehicle)
A	Free Flow Operations / Insignificant Delay	$0 \leq 10.0$	$0 \leq 10.0$
B	Smooth Operations / Short Delays	>10.0 and ≤ 15.0	>10.0 and ≤ 20.0
C	Stable Operations / Acceptable Delays	>15.0 and ≤ 25.0	>20.0 and ≤ 35.0
D	Approaching Unstable Operations / Tolerable Delays	>25.0 and ≤ 35.0	>35.0 and ≤ 55.0
E	Unstable Operations / Significant Delays Begin	>35.0 and ≤ 50.0	>55.0 and ≤ 80.0
F	Very Poor Operations / Excessive Delays Occur	> 50.0	> 80.0

Source: *Highway Capacity Manual, 6th Edition*, Transportation Research Board National Research Council, Washington D.C.

Synchro traffic analysis software was used to analyze the LOS and delay for the proposed signalized intersection since the signal warrant was met. Additionally, the LOS and delay were analyzed at the site without a signalized intersection. The comparison of the two scenarios shows the difference of LOS, delay, and overall traffic flow. The total anticipated traffic which includes the traffic generated by the proposed development combined with the existing traffic on State Street is shown in Figure 5. Table 6 below presents the LOS and intersection delay results for State Street and 1400 West.

**Figure 5.** 2022 Total Traffic Volumes**Table 6.** Level of Service & Delay Results

Control Type & Location	Worst Approach ²	AM Peak Hour LOS / Delay ¹	Worst Approach ²	PM Peak Hour LOS / Delay ¹
Unsignalized State Street (SR-9) & 1400 West	NB	D / 28	NB	F / 79
Signalized State Street (SR-9) & 1400 West	-	A / 6	-	A / 7

1. Average delay reported in seconds/vehicle

2. Worst movement delay reported for unsignalized intersections

NB = Northbound, SB = Southbound, EB = Eastbound, WB = Westbound

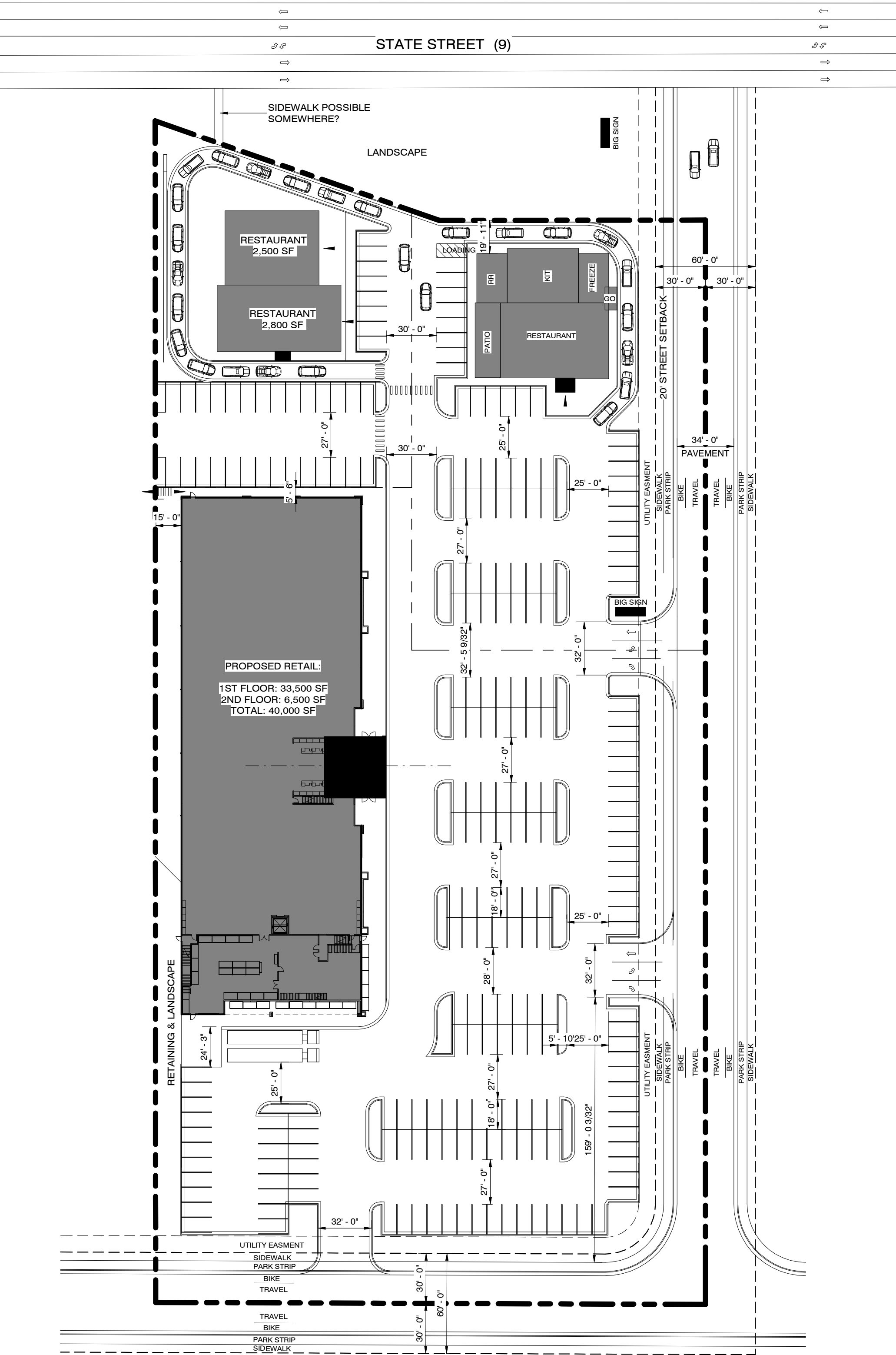
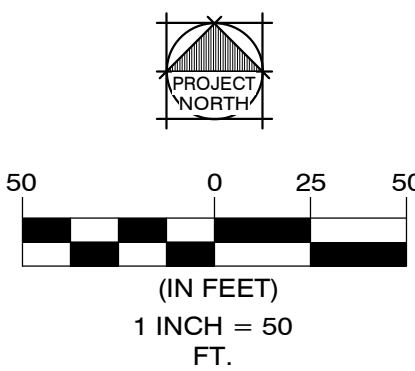
Without a signal, the LOS is expected to perform at LOS D during the AM peak hour and LOS F during the PM peak hour. The 95th percentile queue for the northbound left-turn movement is estimated to be about passenger 8 cars long. Since 1400 West and State Street (SR-9) is anticipated to function at a LOS D and LOS F during the AM and PM peak hours without a signal, a signalized intersection is recommended to reduce delay and to prepare for future traffic volume growth. With a signal at State Street and 1400 West, this intersection is expected to perform at LOS A during the AM and PM peak hours. The 95th percentile queue for the northbound left-turn movement is estimated to be 75 feet (approximately four cars) during the PM peak hour.

6 RECOMMENDATIONS

Based on the projected trips generated by the developed site being greater than 10 vehicles per hour on State Street, a right-turn deceleration lane should be installed on the eastbound approach of the 1400 West and State Street intersection. A separate left-turn lane will provide sufficient capacity for westbound left-turn access onto 1400 West into the proposed development.

We recommend installing a signal at this intersection as the traffic volumes from the proposed development are anticipated to meet the warrant criteria. With a signal at State Street and 1400 West this intersection is expected to perform at LOS A during the AM and PM peak hours.

Appendix A – Site Plan



CONCEPT SITE PLAN
1" = 50'-0"

PARKING REQUIREMENTS:

- RETAIL:
- 1 SPACE PER 250 SQUARE FEET OF GROSS FLOOR AREA
- RESTAURANT:
- 1 SPACE PER 100 SQUARE FEET OF GROSS FLOOR AREA

PARKING CALCULATIONS:

BUCK'S ACE RETAIL:
 $40,000 / 250 = 160$ SPACES REQUIRED

RESTAURANTS:
 $5,600 / 100 = 56$ SPACES REQUIRED
 $2,500 / 100 = 25$ SPACES REQUIRED
 $2,800 / 100 = 28$ SPACES REQUIRED

269 TOTAL SPACES REQUIRED

PARKING SPACE SCHEDULE	
SPACE TYPE	QUANTITY
STANDARD 9'x18'	238
	238

(SHORT BY 31 SPACES, NOT ACCOUNTING
FOR SHARED PARKING FROM VARYING
OPERATING TIMES)

8/12/2022
PRELIMINARY -
SUBJECT TO
REVISION

DATE:

22020

JOB NUMBER:

1" = 50'-0"

SCALE:

BEH

DRAWN:

BEH

CHECKED:



DESIGN
ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377
www.mrwdesign.com

CONCEPT SITE PLAN

BUCK'S ACE HARDWARE, HURRICANE
HURRICANE, UTAH

A10.1

OF SHEETS

Appendix B – Synchro Reports

Intersection						
Int Delay, s/veh	3.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Vol, veh/h	747	117	146	926	139	112
Future Vol, veh/h	747	117	146	926	139	112
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	200	700	-	0	0
Veh in Median Storage, #	0	-	-	0	2	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	812	127	159	1007	151	122
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	812	0	1633	406
Stage 1	-	-	-	-	812	-
Stage 2	-	-	-	-	821	-
Critical Hdwy	-	-	4.14	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	2.22	-	3.52	3.32
Pot Cap-1 Maneuver	-	-	810	-	~ 92	594
Stage 1	-	-	-	-	397	-
Stage 2	-	-	-	-	393	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	810	-	~ 74	594
Mov Cap-2 Maneuver	-	-	-	-	244	-
Stage 1	-	-	-	-	397	-
Stage 2	-	-	-	-	316	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		1.4		28.4	
HCM LOS					D	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	244	594	-	-	810	-
HCM Lane V/C Ratio	0.619	0.205	-	-	0.196	-
HCM Control Delay (s)	41.1	12.6	-	-	10.5	-
HCM Lane LOS	E	B	-	-	B	-
HCM 95th %tile Q(veh)	3.7	0.8	-	-	0.7	-
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

Intersection						
Int Delay, s/veh	7.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Vol, veh/h	1329	136	133	1093	128	130
Future Vol, veh/h	1329	136	133	1093	128	130
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	200	700	-	0	0
Veh in Median Storage, #	0	-	-	0	2	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1445	148	145	1188	139	141
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	1445	0	2328	722
Stage 1	-	-	-	-	1445	-
Stage 2	-	-	-	-	883	-
Critical Hdwy	-	-	4.14	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	2.22	-	3.52	3.32
Pot Cap-1 Maneuver	-	-	465	-	~ 31	369
Stage 1	-	-	-	-	183	-
Stage 2	-	-	-	-	365	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	465	-	~ 21	369
Mov Cap-2 Maneuver	-	-	-	-	~ 139	-
Stage 1	-	-	-	-	183	-
Stage 2	-	-	-	-	251	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	1.8		79.4		
HCM LOS	F					
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	139	369	-	-	465	-
HCM Lane V/C Ratio	1.001	0.383	-	-	0.311	-
HCM Control Delay (s)	139.1	20.7	-	-	16.2	-
HCM Lane LOS	F	C	-	-	C	-
HCM 95th %tile Q(veh)	7.2	1.8	-	-	1.3	-
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

HCM 2010 Signalized Intersection Summary

4: 1400 W & SR-9

08/23/2022

								
Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑		
Traffic Volume (veh/h)	747	117	146	926	139	112		
Future Volume (veh/h)	747	117	146	926	139	112		
Number	4	14	3	8	5	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	812	127	159	1007	151	122		
Adj No. of Lanes	2	1	1	2	1	1		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2272	1016	490	2272	255	228		
Arrive On Green	0.64	0.64	0.64	0.64	0.14	0.14		
Sat Flow, veh/h	3632	1583	594	3632	1774	1583		
Grp Volume(v), veh/h	812	127	159	1007	151	122		
Grp Sat Flow(s),veh/h/ln	1770	1583	594	1770	1774	1583		
Q Serve(g_s), s	4.5	1.3	7.1	6.0	3.3	3.0		
Cycle Q Clear(g_c), s	4.5	1.3	11.6	6.0	3.3	3.0		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2272	1016	490	2272	255	228		
V/C Ratio(X)	0.36	0.12	0.32	0.44	0.59	0.54		
Avail Cap(c_a), veh/h	2740	1226	568	2740	782	698		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	3.5	2.9	6.2	3.8	16.8	16.7		
Incr Delay (d2), s/veh	0.1	0.1	0.4	0.1	2.2	2.0		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	2.2	0.6	1.2	2.8	1.8	1.4		
LnGrp Delay(d),s/veh	3.6	3.0	6.6	3.9	19.0	18.6		
LnGrp LOS	A	A	A	A	B	B		
Approach Vol, veh/h	939			1166	273			
Approach Delay, s/veh	3.5			4.3	18.8			
Approach LOS	A			A	B			
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4				8
Phs Duration (G+Y+Rc), s		10.5		31.4				31.4
Change Period (Y+Rc), s		4.5		4.5				4.5
Max Green Setting (Gmax), s		18.5		32.5				32.5
Max Q Clear Time (g_c+I1), s		5.3		6.5				13.6
Green Ext Time (p_c), s		0.7		16.7				13.3
Intersection Summary								
HCM 2010 Ctrl Delay			5.6					
HCM 2010 LOS			A					

HCM 2010 Signalized Intersection Summary

4: 1400 W & SR-9

08/23/2022

								
Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑		
Traffic Volume (veh/h)	1329	136	133	1093	128	130		
Future Volume (veh/h)	1329	136	133	1093	128	130		
Number	4	14	3	8	5	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1863	1863	1863		
Adj Flow Rate, veh/h	1445	148	145	1188	139	141		
Adj No. of Lanes	2	1	1	2	1	1		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	2711	1213	284	2711	212	189		
Arrive On Green	0.77	0.77	0.77	0.77	0.12	0.12		
Sat Flow, veh/h	3632	1583	319	3632	1774	1583		
Grp Volume(v), veh/h	1445	148	145	1188	139	141		
Grp Sat Flow(s),veh/h/ln	1770	1583	319	1770	1774	1583		
Q Serve(g_s), s	12.7	1.9	25.9	9.3	5.9	6.8		
Cycle Q Clear(g_c), s	12.7	1.9	38.6	9.3	5.9	6.8		
Prop In Lane		1.00	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	2711	1213	284	2711	212	189		
V/C Ratio(X)	0.53	0.12	0.51	0.44	0.66	0.75		
Avail Cap(c_a), veh/h	2818	1261	294	2818	418	373		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	3.6	2.4	11.3	3.2	33.0	33.4		
Incr Delay (d2), s/veh	0.2	0.0	1.4	0.1	3.4	5.7		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	6.1	0.8	2.4	4.5	3.1	3.2		
LnGrp Delay(d),s/veh	3.8	2.4	12.7	3.3	36.5	39.2		
LnGrp LOS	A	A	B	A	D	D		
Approach Vol, veh/h	1593			1333	280			
Approach Delay, s/veh	3.7			4.4	37.8			
Approach LOS	A			A	D			
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4				8
Phs Duration (G+Y+Rc), s		13.9		64.6				64.6
Change Period (Y+Rc), s		4.5		4.5				4.5
Max Green Setting (Gmax), s		18.5		62.5				62.5
Max Q Clear Time (g_c+l1), s		8.8		14.7				40.6
Green Ext Time (p_c), s		0.6		38.1				19.5
Intersection Summary								
HCM 2010 Ctrl Delay			6.9					
HCM 2010 LOS			A					

Appendix C – Signal Warrant Reports

Bucks Ace Hardware

Signal Warrant Report

Avenue Consultants

Study Name: 1400 W Warrant Study

Study Date : 7/14/2022

Signal Warrants - Summary

Major Street Approaches

Eastbound: SR-9 West Leg

Number of Lanes : 2+

Total Approach Volume: 2,328

Westbound: SR-9 East Leg

Number of Lanes : 2+

Total Approach Volume: 2,296

Minor Street Approaches

Northbound: 1400 W South Leg

Number of Lanes : 2+

Total Approach Volume: 508

Southbound: 1400 W North Leg

Number of Lanes : 2+

Total Approach Volume: 0

Warrant Summary (Rural Values Apply)

Warrant 1 - Eight Hour Vehicular Volumes.....Not Satisfied

Warrant 1A - Minimum Vehicular Volume.....Not Satisfied

Required volumes reached for 2 hours, 8 are needed

Warrant 1B - Interruption of Continuous Traffic.....Not Satisfied

Required volumes reached for 4 hours, 8 are needed

Warrant 1C - Combination of Warrants.....Not Satisfied

Required 1A volumes reached for 4 hours, 8 are needed

Required 1B volumes reached for 4 hours, 8 are needed

Warrant 2 - Four Hour Volumes.....Satisfied

Number of hours (4) volumes exceed minimum >= minimum required (4).

Warrant 3 - Peak Hour.....Satisfied

Warrant 3A - Peak Hour Delay.....Satisfied

Number of one hour periods (6) volumes exceed minimum >= required (1). Delay data not evaluated.

Warrant 3B - Peak Hour Volumes.....Satisfied

Volumes exceed minimums for at least one hour period.

Warrant 4 - Pedestrian Volumes.....Not Evaluated

Warrant 5 - School Crossing.....Not Evaluated

Warrant 6 - Coordinated Signal System.....Not Satisfied

No adjacent coordinated signals are present

Warrant 7 - Crash Experience.....Not Satisfied

Number of accidents (2) is less than minimum (5). Volume minimums are not met.

Warrant 8 - Roadway Network.....Not Satisfied

Major Route conditions not met. One or more volume requirement met.

Warrant 9 - Intersection Near a Grade Crossing.....Not Evaluated

Bucks Ace Hardware

Signal Warrant Report

Avenue Consultants

Study Name: 1400 W Warrant Study

Study Date : 7/14/2022

Warrant 3A - Peak Hour Delay

Description

Intended for sites where for one hour of the day minor street traffic suffers undue traffic delay entering or crossing the major street.

Summary

10 one hour periods meet minimums.
Warrant IS met.

Site Data Required

Number of Minor Lanes =2 or more

Volume and Delay Requirements

Veh/Hr All Approaches = 800

Veh/Hr Minor = 150

Total Delay (Veh-Hrs) = 5

Major Road						Minor Road			
SR-9 West Leg						1400 W South Leg			
Time	Total of All Approaches	Met?	Minor NB	Delay NB	Met?	Minor SB	Delay SB	Met?	Warrant Met?
16:00 - 17:00	2944	Yes	256	-	Yes	0	-	---	Yes
15:45 - 16:45	2208	Yes	192	-	Yes	0	-	---	Yes
16:15 - 17:15	2208	Yes	192	-	Yes	0	-	---	Yes
07:00 - 08:00	2188	Yes	252	-	Yes	0	-	---	Yes
06:45 - 07:45	1641	Yes	189	-	Yes	0	-	---	Yes
07:15 - 08:15	1641	Yes	189	-	Yes	0	-	---	Yes
15:30 - 16:30	1472	Yes	128	-	No	0	-	---	No
16:30 - 17:30	1472	Yes	128	-	No	0	-	---	No
06:30 - 07:30	1094	Yes	126	-	No	0	-	---	No
07:30 - 08:30	1094	Yes	126	-	No	0	-	---	No
15:15 - 16:15	736	No	64	-	No	0	-	---	No
16:45 - 17:45	736	No	64	-	No	0	-	---	No
06:15 - 07:15	547	No	63	-	No	0	-	---	No
07:45 - 08:45	547	No	63	-	No	0	-	---	No
03:30 - 04:30	0	No	0	-	---	0	-	No	No
03:45 - 04:45	0	No	0	-	---	0	-	No	No
04:00 - 05:00	0	No	0	-	---	0	-	No	No
04:15 - 05:15	0	No	0	-	---	0	-	No	No
04:30 - 05:30	0	No	0	-	---	0	-	No	No
04:45 - 05:45	0	No	0	-	---	0	-	No	No
05:00 - 06:00	0	No	0	-	---	0	-	No	No
05:15 - 06:15	0	No	0	-	---	0	-	No	No
05:30 - 06:30	0	No	0	-	---	0	-	No	No
05:45 - 06:45	0	No	0	-	---	0	-	No	No
06:00 - 07:00	0	No	0	-	---	0	-	No	No

Bucks Ace Hardware

Signal Warrant Report

Avenue Consultants

Study Name: 1400 W Warrant Study

Study Date : 7/14/2022

Warrant 3B - Peak Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during one hour of the day is the principal reason for consideration of a signal installation.

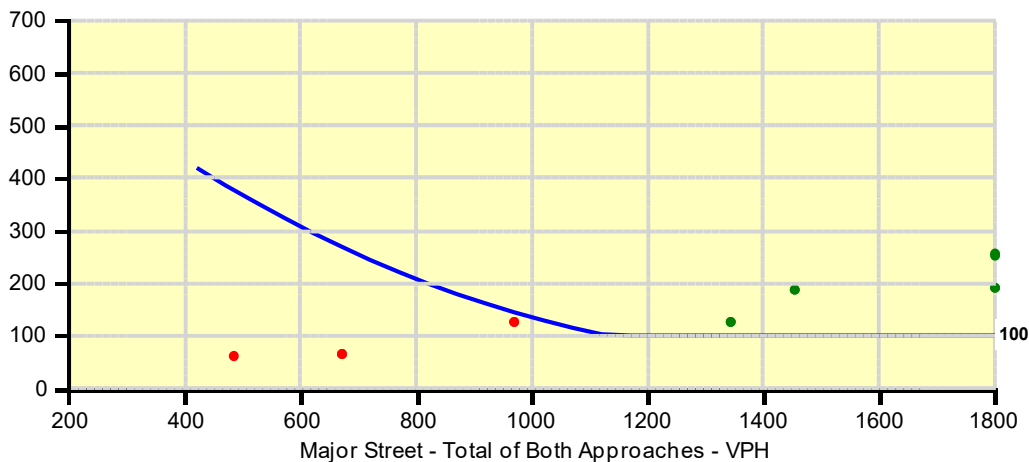
Summary

8 one hour periods meet minimums.
Warrant IS met.

Site Data Required

Rural Settings Apply = **True**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **2 or more**

Major Road SR-9 West Leg						Minor Road 1400 W South Leg		
Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met?
16:00 - 17:00	1464	+	1224	=	2688	256	0	Yes
15:45 - 16:45	1098	+	918	=	2016	192	0	Yes
16:15 - 17:15	1098	+	918	=	2016	192	0	Yes
07:00 - 08:00	864	+	1072	=	1936	252	0	Yes
06:45 - 07:45	648	+	804	=	1452	189	0	Yes
07:15 - 08:15	648	+	804	=	1452	189	0	Yes
15:30 - 16:30	732	+	612	=	1344	128	0	Yes
16:30 - 17:30	732	+	612	=	1344	128	0	Yes
06:30 - 07:30	432	+	536	=	968	126	0	No
07:30 - 08:30	432	+	536	=	968	126	0	No
15:15 - 16:15	366	+	306	=	672	64	0	No



Bucks Ace Hardware

Signal Warrant Report

Avenue Consultants

Study Name: 1400 W Warrant Study

Study Date : 7/14/2022

Warrant 7 - Crash Experience

Description

Intended for sites where the frequency of correctible crashes in the past 12 months is the primary motivation for installing a traffic signal.

Summary

Number of crashes does not meet minimum.
Pedestrian volumes do not meet the 80% criteria.
War 1A or 1B volumes do not meet the 80% criteria.
Warrant is NOT met.

Site Data Required

Number of crashes in last 12 months = 2

Rural Settings Apply = True
Number of Major Lanes = 2 or more
Number of Minor Lanes = 2 or more

Crash and Volume Requirements

Minimum number of crashes = 5

Rural Factor of 70 % applied

Veh/Hr Major: War 1A = 336 War 1B = 504

Veh/Hr Minor: War 1A = 112 War 1B = 56

Volume and Pedestrian Data

Hours data meets 80% requirements of Warrant 1A (8 needed) 4 Met? No

Hours data meets 80% requirements of Warrant 1B (8 needed) 4 Met? No

Hours data meets 80% requirements of Warrant 4 (4,1 needed) 0 0 Met? No

Major Road

SR-9 West Leg

Minor Road

1400 W South Leg

Warrant 1A Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
15:30 - 16:30	732	+	612	=	1344	128	0	Yes
16:30 - 17:30	732	+	612	=	1344	128	0	Yes
06:30 - 07:30	432	+	536	=	968	126	0	Yes
07:30 - 08:30	432	+	536	=	968	126	0	Yes
15:15 - 16:15	366	+	306	=	672	64	0	No
06:15 - 07:15	216	+	268	=	484	63	0	No
03:30 - 04:30	0	+	0	=	0	0	0	No
03:45 - 04:45	0	+	0	=	0	0	0	No
04:00 - 05:00	0	+	0	=	0	0	0	No
04:15 - 05:15	0	+	0	=	0	0	0	No
04:30 - 05:30	0	+	0	=	0	0	0	No
04:45 - 05:45	0	+	0	=	0	0	0	No

Warrant 1B Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
16:15 - 17:15	1098	+	918	=	2016	192	0	Yes
06:30 - 07:30	432	+	536	=	968	126	0	Yes
07:30 - 08:30	432	+	536	=	968	126	0	Yes
15:15 - 16:15	366	+	306	=	672	64	0	Yes
06:15 - 07:15	216	+	268	=	484	63	0	No
01:30 - 02:30	0	+	0	=	0	0	0	No
01:45 - 02:45	0	+	0	=	0	0	0	No
02:00 - 03:00	0	+	0	=	0	0	0	No
02:15 - 03:15	0	+	0	=	0	0	0	No
02:30 - 03:30	0	+	0	=	0	0	0	No
02:45 - 03:45	0	+	0	=	0	0	0	No
03:00 - 04:00	0	+	0	=	0	0	0	No

COOPERATIVE CORRIDOR PRESERVATION AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **THE CITY OF HURRICANE**, a Municipal Corporation in the State of Utah, hereinafter referred to as the “**City**”,

WITNESSETH:

WHEREAS, to facilitate traffic flow along the State Route 9 (SR-9) Corridor through Washington County and the City of Hurricane, the parties hereto desire to identify locations for interchanges, intersections and access locations on the state highway; and

WHEREAS, **UDOT** has determined by formal finding that the regulation of intersection and access points for future highway improvements is not a violation of the laws of the State of Utah or any legal contract with the **City**,

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions whereunder said intersections and access locations shall be preserved.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

- 1) The SR-9 Corridor is a vital transportation corridor for the City of Hurricane and is a State Highway facility which provides a major connection from I-15 eastward through the City of Hurricane. The segment between I-15 and the Southern Parkway shall be developed as a grade separated arterial (expressway) facility with interchanges. The segment between the Southern Parkway and the bridge over the Virgin River at approximately 860 North in Hurricane shall be developed as an arterial facility with signalized intersections.
- 2) To facilitate traffic flow along the SR-9 Corridor between I-15 and the bridge over the Virgin River at approximately 860 North, the locations listed in Table 1 and shown in Attachment “A” are the only locations at which existing or future grade separated interchanges and signalized intersections will be allowed. All other existing or future accesses will be considered minor accesses and will not be eligible for signalized intersections or grade separated interchanges and may have movement restrictions or other treatments as necessary to make the intersections and the SR-9 Corridor function as safely as possible. Both parties shall develop master plan strategies around this concept and the parties hereto shall work towards the common goal of preserving the mobility and safety of the SR-9 Corridor as identified in this Cooperative Agreement.

- 3) The segment of SR-9 between I-15 and the Southern Parkway will be a Principal Arterial (Expressway) and the Access Management Classification will be Category 1 (see UDOT Manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights-of-way) with grade separated interchanges. It is important that the facility be developed to the expressway standards as identified in the “Development Standards for Grade Separated Arterials” developed and approved by UDOT (see attachment “B”) with interchanges spaced at a minimum of 4,500 feet.
- 4) In order to preserve the integrity of the SR-9 Corridor, any accesses on the major cross streets identified for future interchanges in Table 1 shall be a minimum of 660 feet from the cross street/interchange ramp intersections, with 500 feet being the absolute minimum where topography or other constraints prevent the implementation of the 660 feet recommended spacing.

Any accesses on the minor cross streets (those not listed in Table 1) shall be a minimum of 200 feet from the SR-9 right-of-way unless a traffic engineering study dictates that a greater separation is needed to maintain the safety and operations of the SR-9 intersection.

- 5) The locations identified in Table 1 for future grade separated interchanges may be temporarily controlled by the use of stop signs or traffic signals until such time as the locations are warranted for full grade separation. Traffic signals will be installed when traffic signal warrants are met as identified in the Manual on Uniform Traffic Control Devices (MUTCD) or when mutually agreed to by the parties hereto under a systems warrant.
- 6) The segment of SR-9 between the Southern Parkway and the bridge over the Virgin River at approximately 860 North will be a Principal Arterial and the Access Management Classification will be Category 5 (see UDOT Manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights-of-way) and shall follow the UDOT criteria for such category. Traffic signals may be installed at the locations identified in Table 1 when traffic signal warrants are met as identified in the Manual on Uniform Traffic Control Devices (MUTCD) or when mutually agreed to by the parties hereto under a systems warrant.
- 7) As the grade separation at the Southern Parkway is installed, a frontage road system on both sides of SR-9 will extend eastward to 2600 West to eliminate all existing access connections to SR-9 between the Southern Parkway interchange and the 2600 West intersection.

- 8) When development occurs at the locations identified in Table 1 for future interchange locations, both parties will cooperate on any needed analysis and preliminary design activities in order to ensure that proper setbacks have been established and that sufficient rights-of-way have been preserved to accommodate the future interchange layouts and configurations.
- 9) It is recognized that there are several other accesses, both permitted and non-permitted, that exist along the SR-9 corridor in the area between I-15 and the Southern Parkway. These accesses consist of private driveways, agricultural/farm accesses, minor public streets, subdivision accesses, and the like. These accesses are listed in Table 2 and are based upon the best available knowledge at the time this Cooperative Agreement was prepared. The information in Table 2 may not accurately list every access along the SR-9 Corridor through this segment.

For these accesses listed in Table 2, both parties will work towards the goal of closing, restricting, rerouting, or modifying them to eliminate all direct accesses to SR-9. The ultimate objective is to close them and provide alternate access routes via adjacent streets or frontage roads to the next adjacent interchanges such that the only accesses to SR-9 between I-15 and the Southern Parkway are at the agreed upon interchange locations shown in Table 1.

- 10) This Cooperative Agreement may be amended upon mutual consent by both parties.

Table 1: Signalized Intersection and Grade Separated Interchange Locations

Location	Mile Post Reference No.	Existing Access Description	Future Access Description
I-15 Ramp	MP 0.00	Grade Separated Interchange	Grade Separated Interchange
Coral Canyon	MP 0.40	Grade Separated Interchange	Grade Separated Interchange
Telegraph Street (6300 West)	MP 1.11	Signalized Intersection	Grade Separated Interchange
5300 West	MP 2.76	Signalized Intersection	Temporary: Signalized Intersection Permanent: Grade Separated Interchange
4300 West	MP 4.04	Unsignalized Intersection	Temporary: Closed Permanent: Grade Separated Interchange ⁽¹⁾
3700 West	MP 4.95	Unsignalized Intersection	Temporary: Signalized Intersection Permanent: Grade Separated Interchange
3400 West	MP 5.30	Unsignalized Intersection	Temporary: Signalized Intersection Permanent: Grade Separated Interchange

Corridor Preservation Agreement on State Route 9
Between I-15 and 860 North in Hurricane City
UTAH DEPARTMENT OF TRANSPORTATION
THE CITY OF HURRICANE

Location	Mile Post Reference No.	Existing Access Description	Future Access Description
3100 West	MP 5.84	Private Property Driveway (both sides of SR-9)	Temporary: Signalized Intersection ⁽²⁾ Permanent: Closed or Overpass
Southern Parkway (2900 West)	MP 6.52	Does not exist	Temporary: Signalized Intersection Permanent: Grade Separated Interchange ⁽³⁾
2770 West	MP 6.61	Unsignalized Intersection	Closed
2600 West	MP 7.04	Unsignalized Intersection	Signalized Intersection
2260 West	MP 7.50	Signalized Intersection	Signalized Intersection
1760 West	MP 7.94	Unsignalized Intersection	Signalized Intersection ⁽⁴⁾
1550 West/1400 W	MP 8.13/8.33	Does Not Exist	Signalized Intersection ⁽⁵⁾
1150 West	MP 8.58	Signalized Intersection	Signalized Intersection
700 West	MP 9.09	Signalized Intersection	Signalized Intersection
300 West	MP 9.46	Signalized Intersection	Signalized Intersection
Main Street	MP 9.78	Signalized Intersection	Signalized Intersection
300 North	MP 10.26	Unsignalized Intersection	Signalized Intersection
500 North	MP 10.49	Unsignalized Intersection	Signalized Intersection
600 North	MP 10.62	Unsignalized Intersection	Closed

⁽¹⁾ The location is proposed with the final location to be determined through a detailed engineering study. Due to the safety concerns at this location, no temporary accesses will be allowed. A grade separated access must be constructed in order for access to be re-established at this location.

⁽²⁾ A signal will only be allowed if the adjacent land is developed as a hospital or emergency care facility as was currently proposed at the time this agreement was executed. If the adjacent land is developed with any other use, a temporary signal will not be permitted and the permanent configuration is the only one that will be allowed.

⁽³⁾ The proposed location is approximate and may shift slightly during final design. A minimum distance of 2,600 feet from the Southern Parkway to 2600 West must be maintained.

⁽⁴⁾ The City of Hurricane and UDOT reserve the right to investigate other access options at this location that could include some form of grade separation or other access scenario that does not involve a traffic signal.

⁽⁵⁾ Either 1550 W or 1400 W would be the signalized intersection, not both. The location for the signal would be determined based on which location satisfied the appropriate MUTCD traffic signal warrants. The other location would be an unsignalized intersection.

Table 2: Minor Accesses Between I-15 and the Southern Parkway

Location	Mile Post Reference No.	Existing Access Description	Future Access Description
West access location to trailer sales on north side of SR-9	MP 1.48	Gated, paved driveway	Closed and rerouted to future adjacent city streets
Access on south side of SR-9	MP 1.48	Gated, dirt driveway	Closed and rerouted to future adjacent city streets
East access location to trailer sales on north side of SR-9	MP 1.55	Gated, paved driveway	Closed and rerouted to future adjacent city streets
Access to Hurricane City property and power poles on south side of SR-9	MP 1.55	Gated, dirt driveway	Restricted to right-in-right-out only or rerouted to future adjacent city streets
Access to Quail Lake Ranch on north side of SR-9	MP 3.29	Gated, paved driveway	Closed and rerouted to future adjacent city streets
Access to wetland area on south side of SR-9	MP 3.30	Gated, dirt driveway	Restricted to right-in-right-out only
Access to Ash Creek Sewer District pump building on south side of SR-9	MP 3.44	Gated, dirt driveway	Restricted to right-in-right-out only
Access on west side of Ash Creek Sewer District lagoons on south side of SR-9	MP 3.68	Gated, paved driveway	Closed, restricted to right-in-right-out only or rerouted to future adjacent city streets
Road to Quail Lake Estates on north side of SR-9	MP 3.80	Paved, private street	Closed and rerouted to future adjacent city streets
Gated access to Ash Creek Sewer District Lagoons on south side of SR-9	MP 3.80	Gated, dirt driveway	Closed
Road to Quail Lake Estates	MP 3.90	Paved, private street	Closed and rerouted to future adjacent city streets
West access to Chevron gas station on north side of SR-9	MP 3.90	Paved driveway	Closed and rerouted to future adjacent city streets
East access to Chevron gas station on north side of SR-9	MP 3.93	Paved driveway	Closed and rerouted to future adjacent city streets
Proposed future access at east end of jersey barrier on north side of SR-9	MP 4.31	Dirt driveway	Closed and rerouted to future adjacent city streets
Private access to Berry Springs residence on north side of SR-9	MP 4.50	Gated, paved driveway	Closed and rerouted to future adjacent city streets
Agricultural accesses on south side of SR-9	MP 4.56	2 – 16' gated, paved driveways	Closed and rerouted to future adjacent city streets
Access to R.V. parking area west of the sound wall on north side of SR-9	MP 4.57	Gated, paved driveway	Closed and rerouted to future adjacent city streets
3900 West (access to Lava Bluff) on north side of SR-9	MP 4.70	Unsignalized intersection	Closed and rerouted to future adjacent city streets

Corridor Preservation Agreement on State Route 9
Between I-15 and 860 North in Hurricane City
UTAH DEPARTMENT OF TRANSPORTATION
THE CITY OF HURRICANE

Location	Mile Post Reference No.	Existing Access Description	Future Access Description
Access to Anderson property on south side of SR-9	MP 4.80	Gated, paved driveway	Closed and rerouted to future adjacent city streets
Agricultural access on south side of SR-9	MP 5.33	Gated, dirt driveway	Closed and rerouted to future adjacent city streets
Agricultural access on north side of SR-9	MP 6.39	Gated, dirt driveway	Closed and rerouted to future adjacent city streets
Agricultural access on south side of SR-9	MP 6.49	Gated, dirt driveway	Closed and rerouted to future adjacent city streets
Agricultural access on south side of SR-9	MP 6.61	Gated, dirt driveway	Closed and rerouted to future adjacent city streets

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
by their duly authorized officers as of the day and year first above written.

ATTEST:

By

Title

Date

THE CITY OF HURRICANE, a
Municipal Corporation in the State of Utah
By

Title

Date

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

By

Region Four Traffic Engineer

Date

**UTAH DEPARTMENT OF
TRANSPORTATION**

By

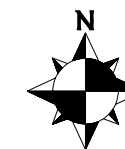
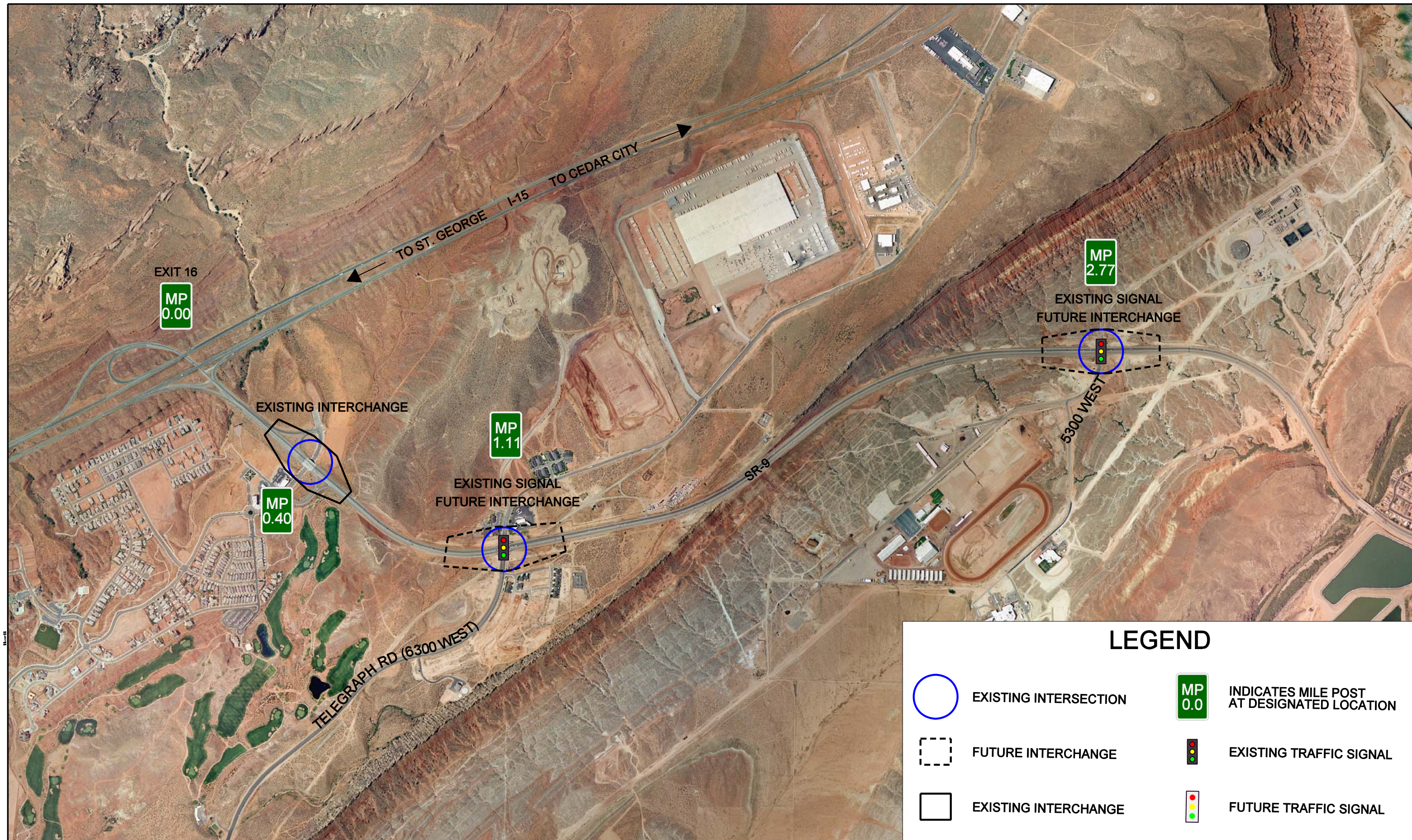
Region Director

Date

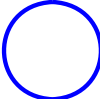
By

UDOT Comptroller Office Contract
Administrator

Date



LEGEND

- 

EXISTING INTERSECTION
- 

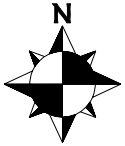
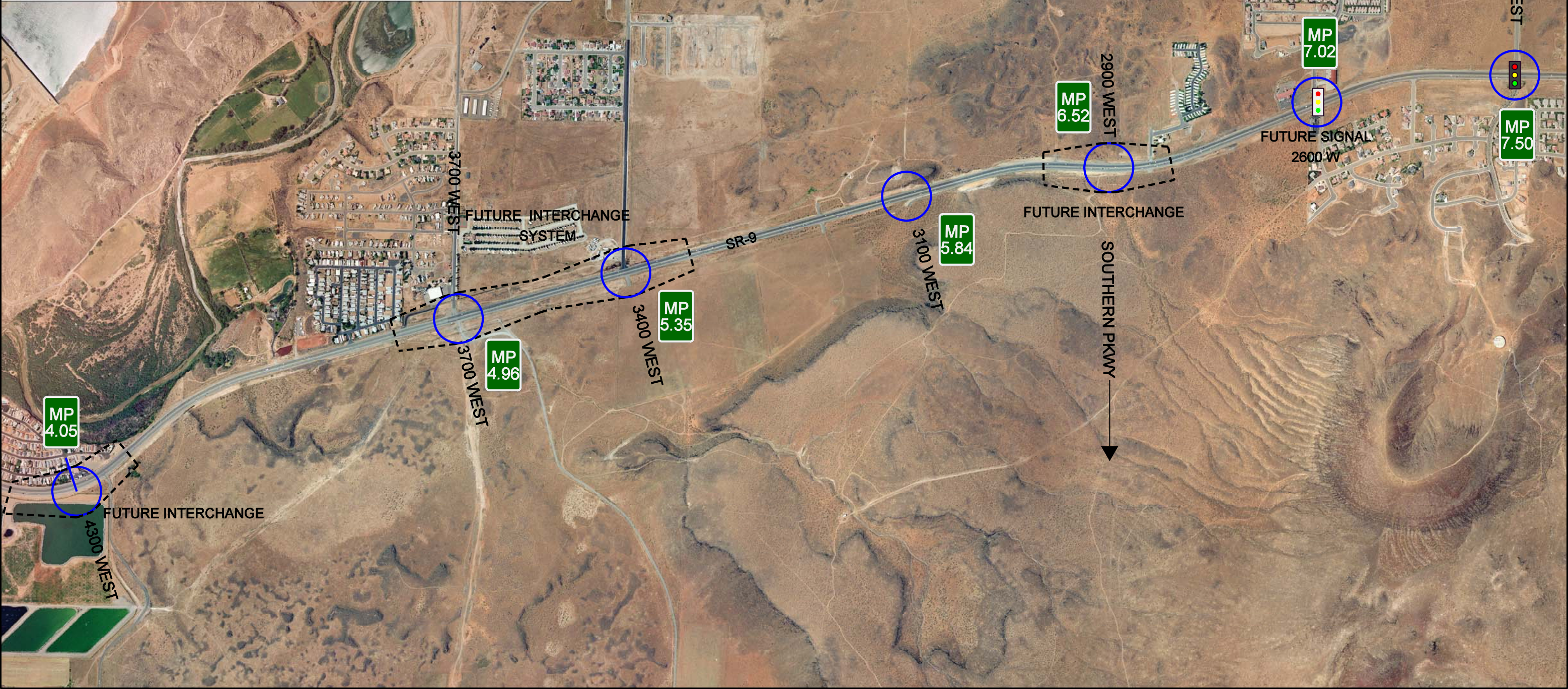
INDICATES MILE POST
AT DESIGNATED LOCATION
- 

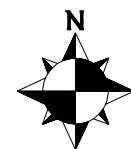
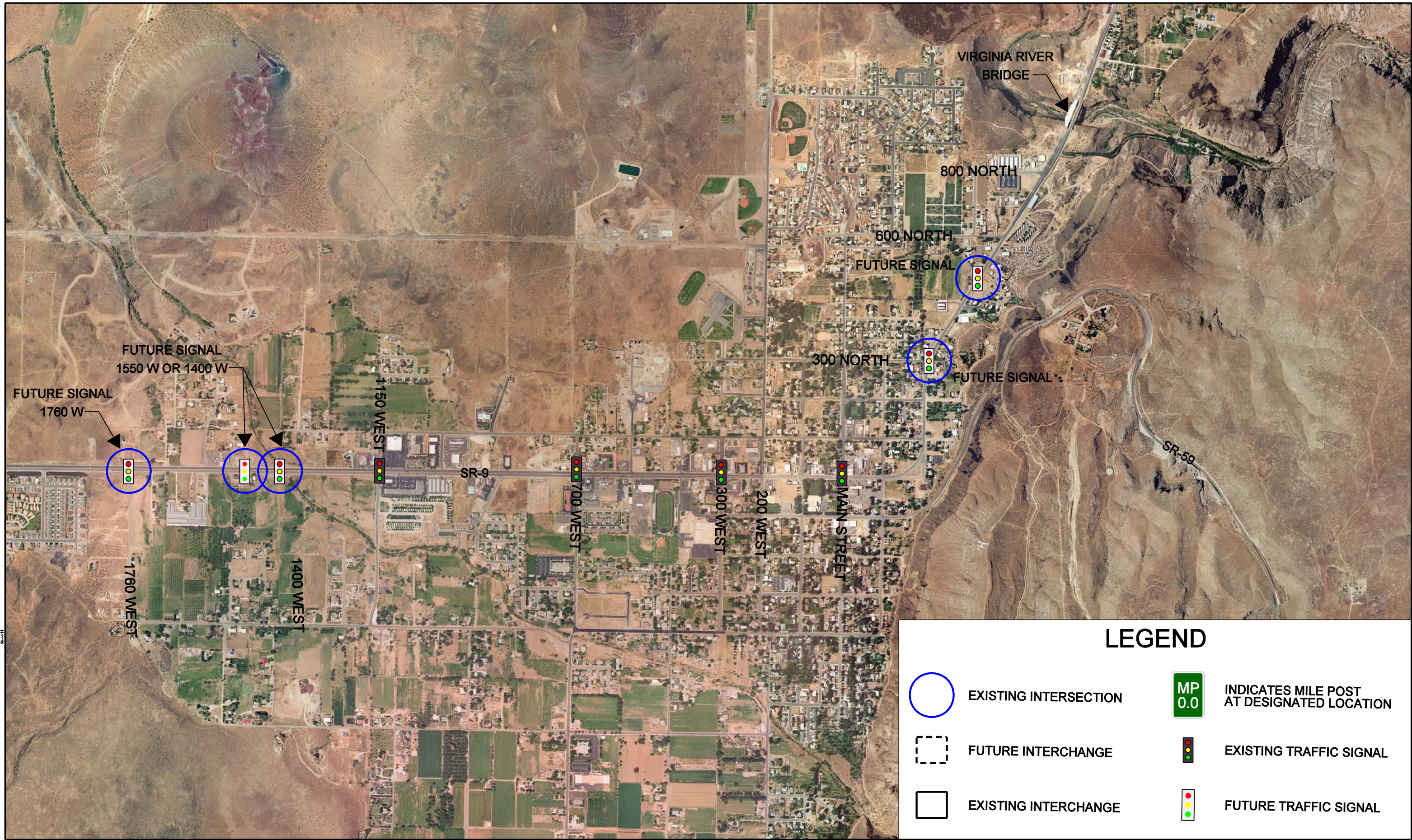
FUTURE INTERCHANGE
- 

EXISTING TRAFFIC SIGNAL
- 

EXISTING INTERCHANGE
- 

FUTURE TRAFFIC SIGNAL







STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-04 appointing board members to the Historical Committee**

Discussion:

Findings:

Recommendation:

Attachments:

1. Resolution 2023-04 Historical Committee Terms

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING
THE HISTORIC PRESERVATION COMMISSION MEMBERS AND TERMS.**

WHEREAS, Hurricane City has adopted Hurricane City Code 10-6-6: Historic Preservation Commission; and

WHEREAS, Hurricane City code requires the City Council to appoint a Historic Preservation Commission consisting of five members who shall have a demonstrated interest, competence, or knowledge in or of historic preservation; and

WHEREAS, the terms of Historic Preservation Commission members shall begin on the first Monday in February of each year and shall be staggered. Each member of the Historic Preservation Committee shall serve for a term of not less than two nor more than four years, as determined by the City Council, and until a successor is appointed; and

WHEREAS, members may be reappointed for successive terms; and

WHEREAS, the City Council has determined that the five members identified in the table herein qualify to be members of the Historic Preservation Commission,

BE IT HEREBY RESOLVED by the Hurricane City Council that the Historic Preservation Commission members and their respective terms as shown in the following table are hereby adopted:

Historic Preservation Commission Terms:

Member	Term ending date
David Hirschi	<i>February 4, 2025</i>
Lee Beatty	<i>February 4, 2025</i>
David Hinton	<i>February 2, 2027</i>
Gerri Hinton	<i>February 2, 2027</i>
Paula Arriola	<i>February 2, 2027</i>

PASSED AND APPROVED the 5th day of January 2023.

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 5th day of January 2023. 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



STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-05 adopting the Washington County Water Conservancy excess water surcharge and a monthly standby fee, administrative fee, and extension fee**

Discussion:

Findings:

Recommendation:

Attachments:

1. Resolution 2023-05 Approving WCWCD Fees

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING
AND ADOPTING SURCHARGES AND FEES AUTHORIZED BY THE
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT BOARD OF
TRUSTEES**

WHEREAS, on December 1, 2021, the Washington County Water Conservancy District Board of Trustees (the “WCWCD Board”) approved a Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing An Increase in the Water Development Surcharge for Excess Water Use, attached hereto as **Exhibit A**; and

WHEREAS, on December 7, 2022, the WCWCD Board approved a Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing An Increase in the Excess Water Surcharge For New Connections Made On or After January 1, 2023, attached hereto as **Exhibit B**; and

WHEREAS, on December 7, 2022, the WCWCD Board approved a Resolution of the Washington County Water Conservancy District Board of Trustees Establishing and Authorizing the Imposition of a Monthly Standby Fee, Administrative Fee and Extension Fee in Connection with the Issuance of Will-Serve Agreements, attached hereto as **Exhibit C**; and

WHEREAS, to protect the public health, safety, and welfare of the City’s residents, the City Council deems it necessary and desirable to adopt and approve the surcharges and fees authorized by the WCWCD Board.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the resolutions adopted by the WCWCD Board and attached hereto as Exhibit A, Exhibit B, and Exhibit C are hereby approved and adopted, to be implemented beginning on February 1, 2023.

PASSED AND APPROVED THIS 5TH day of January, 2023.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 5th day of January, 2023. 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, Recorder

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING
AN INCREASE IN THE WATER DEVELOPMENT SURCHARGE FOR
EXCESS WATER USE**

WHEREAS, Washington County Water Conservancy District provides wholesale water to Municipal Customers under the Revised Regional Water Supply Agreement (effective January 1, 2019); and

WHEREAS, the Revised Regional Water Supply Agreement provides for the payment of a Water Development Surcharge by the Municipal Customers to the District; and

WHEREAS, an increase in the Water Development Surcharge for excess water use, as set forth in Attachment A, has been proposed; and

WHEREAS, notice of the proposed increase in the Water Development Surcharge for excess water use has been given to the Municipal Customers and provided to the public; and

WHEREAS, the Board of Trustees has held a public hearing giving interested persons an opportunity to speak for or against the proposed increase in the Water Development Surcharge for excess water use; and

WHEREAS, the need for the increase in the Water Development Surcharge for excess water use has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes an increase in Water Development Surcharge for excess water use as proposed in Attachment A.

Signatures on succeeding page.

DATED this 1 day of December, 2021.



ED BOWLER, Chairman

Attest:



ROBERTA MCMULLIN, Secretary

VOTING:

Ed Bowler
Adam Bowler
Chris Hart
Victor Iverson
Ken Neilson
Michele Randall
Kevin Tervort

Yea	☒	No	☐
Yea	☒	No	☐
Yea	☒	No	☐
Yea	☐	No	☐
Yea	☒	No	☐
Yea	☒	No	☐
Yea	☒	No	☐

Attachment A: Proposed Increase to Water Development Surcharge for Excess Water Use

It is proposed that the Water Development Surcharge paid by Municipal Customers to the Washington County Water Conservancy District (District) under the Revised Regional Water Supply Agreement (January 1, 2019), as set forth in Article 8 of that agreement be increased as set forth below:

Section 1. Base Surcharge. Municipal Customers will continue to pay a Water Development Surcharge equal to (i) One and 75/100 Dollars (\$1.75) per Equivalent Residential Connection (ERC) per month (base surcharge).

Section 2. Excess Water Use Surcharge. In addition to the base surcharge, for each issued meter, Municipal Customers will pay an “excess water use surcharge” in the amount of One Dollar (\$1.00) per each thousand gallons of water used that exceeds the designated monthly demand threshold for volume of water per meter size as shown in the table below:

Meter Size	Monthly Demand Threshold (gal)
3/4" meter	36,000
1" meter	80,000
1.5" meter	260,000
2" meter	420,000
3" meter	850,000
4" meter	1,400,000
6" meter	2,600,000
8" meter	4,200,000

Section 3. Billing Labeling. This increase to the Water Development Surcharge contemplates that Municipal Customers may elect to pass the cost of the increase on to their individual retail customers. If a Municipal Customer elects to pass the cost on, it may list the charge on the bill as “Excess Water Use Surcharge” and indicate that it is paid to the Washington County Water Conservancy District.

Section 4. Administrative Fee. To help cover administrative costs of collecting the excess water use surcharge, Municipal Customers may retain from the proceeds of the excess water use

surcharge up to a 5% administrative fee before remitting the proceeds to the District. Municipal customers must clearly indicate the percentage of the administrative fee and the total amount retained when remitting payment to the District.

Section 5. Leak Rate. If the Municipal Customer offers a leak rate program to its retail customers that provides a short-term reduction in the retail customer's bill when a leak is suspected, and if the leak rate program requires the leak to be fixed within 30 days of the previous bill (except under extreme circumstances where the Municipal Customer may extend the time), the Municipal Customer may reduce the excess water use surcharge in the same manner it reduces the regular billing pursuant to its leak rate program.

Section 6. Commercial, Industrial and Institutional Water Users. Where commercial, industrial and institutional water users incur excess water use surcharges because they are using more water than their designated monthly demand threshold for volume of water per meter size as shown in the table above, they may be permitted to upsize their meter(s) to increase their designated monthly demand threshold for volume of water per meter size to reduce the excess water use surcharge, provided that they pay the District the Impact Fee associated with upsizing a meter at the time the meter is upsized. Municipal Customers are responsible for ensuring that the Impact Fee is paid prior to upsizing a meter or adjusting the excess water use surcharge for the commercial, industrial or institutional water user.

Section 7. Livestock Watering Relief Program. When a retail customer of a Municipal Customer is charged an excess water use surcharge and the retail customer is watering more than twenty head of cattle or the equivalent livestock unit using a meter issued by a Municipal Customer, the retail customer may apply monthly for a rebate of up to the total amount of the excess water use surcharge for the month. The rebate will be calculated based on an allotment of 600 gallons of water per month per each animal exceeding twenty. The District will issue a rebate to the retail customer upon proof from the retail customer on forms provided by the District that the retail customer was watering more than twenty head of cattle or the equivalent livestock unit during the month for which the rebate is applied.

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING
AN INCREASE IN THE EXCESS WATER USE SURCHARGE FOR NEW
CONNECTIONS MADE ON OR AFTER JANUARY 1, 2023**

WHEREAS, on December 1, 2021, “A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Water Development Surcharge for Excess Water Use” (“2021 Resolution”) was adopted by the Board and is incorporated herein by reference; and

WHEREAS, the 2021 Resolution authorized an increase in the Water Development Surcharge established under the Revised Regional Water Supply Agreement (January 1, 2019, “Agreement”) through the adoption of an excess water use component of the Water Development Surcharge (“Excess Water Use Surcharge”) for all types of connections for which water use exceeded proposed thresholds for volume of water, which varied by meter size. The 2021 kept the base component of the surcharge at \$1.75 per Equivalent Residential Connection per month for all connections; and

WHEREAS, on November 15, 2022, “A Resolution Determining that an Increase in the Excess Water Use Surcharge is Needed for New Connections Made on or after January 1, 2023,” (“November 2022 Resolution”) was adopted by the Board and is incorporated by reference. In the November 2022 Resolution, the Board found that in order to help ensure that the water efficient level of service adopted in the 2022 Regional Water Impact Fee Facilities Plan and Impact Fee Analysis is observed, an increase in the Excess Water Use Surcharge would be needed for new connections to the district’s regional system connecting on or after January 1, 2023 (“New Connections”), and directed the General Manager to evaluate what amount of increase in the surcharge for New Connections would be needed to achieve the District’s objectives set forth in the resolution, along with other related factors, and cause notice to be given to the parties to the Agreement and to the public;

WHEREAS, pursuant to the Board’s direction in the November 2022 Resolution, an increase in the Excess Water Use Surcharge, as set forth in Attachment A (incorporated herein by reference), has been evaluated and proposed for New Connections, and notice of the proposed increase has been provided to the Municipal Customers and the public; and

WHEREAS, the Board of Trustees has held a public hearing giving interested persons an opportunity to speak for or against the proposed increase in the Excess Water Use Surcharge for New Connections; and

WHEREAS, the need for the increase in the Excess Water Use Surcharge for New Connections has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes an increase in the Excess Water Use Surcharge for new connections to the district's regional system connecting on or after January 1, 2023, as set forth in Attachment A.

DATED this 7th day of December, 2022.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☒	No ☐
Michele Randall	Yea ☒	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐

Attachment A: Increase in Excess Water Use Surcharge

Section 1. Amount of Excess Water Use Surcharge. For new connections to the district's regional system connecting on or after January 1, 2023 ("New Connections"), Excess Water Use Surcharge established in "A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Water Development Surcharge for Excess Water Use," adopted by the Board on December 1, 2021 (2021 Resolution), shall be increased to Ten Dollars (\$10.00) per thousand gallons of potable water exceeding the thresholds set forth in Sections 2 and 3, below. (The base surcharge of the Water Development Surcharge shall remain at One Dollar and Seventy-Five Cents (\$1.75) for all New Connections.)

Section 2. Residential Thresholds. The Excess Water Use Surcharge will be charged monthly for each new residential connection for which water use exceeds the monthly threshold, which varies by type of residential connection and by season, as set forth in the following table:

Residential Thresholds for New Connections				
Season	Winter (December, January, February)	Spring (March, April,)	Summer (May, June, July, August, September)	Fall (, October, November)
Potable Only Residential Connection	8,000 gallons per month	15,000 gallons per month	20,000 gallons per month	15,000 gallons per month
Potable and Non-Potable Residential Connections	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month

Section 3. Non-Residential Thresholds. The Excess Water Use Surcharge will be charged monthly for each new non-residential connection for which water use exceeds the monthly threshold, which varies by meter size as set forth in the following table:

Non-Residential Thresholds for New Connections	
Meter Size	Monthly Threshold
3/4" meter	36,000 gallons per month
1" meter	80,000 gallons per month
1.5" meter	260,000 gallons per month
2" meter	420,000 gallons per month
3" meter	850,000 gallons per month
4" meter	1,400,000 gallons per month
6" meter	2,600,000 gallons per month
8" meter	4,200,000 gallons per month

Section 4. Allocation of Revenue. To help cover administrative costs of collecting the excess water use surcharge for New Connections, Municipal Customers may retain 10% from the proceeds of the excess water use surcharge for New Connections. The Municipal Customers shall remit the remaining 90% of the proceeds to the District to be budgeted in the appropriate fund for water conservation.

Section 5. Incorporation of 2021 Resolution. With the exception of Section 7 ("Livestock Watering Relief Program"), which shall not apply to New Connections, all other provisions of the 2021 Resolution and its attachment are incorporated herein and shall remain in effect.

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEE ESTABLISHING
AND AUTHORIZING THE IMPOSITION OF A MONTHLY STANDBY
FEE, ADMINISTRATIVE FEE AND EXTENSION FEE IN CONNECTION
WITH THE ISSUANCE OF WILL-SERVE AGREEMENTS**

WHEREAS, the Board of Trustees of the Washington County Water Conservancy District has reviewed and considered the reasons for the proposed imposition of an administrative fee, extension fee and monthly stand-by fee in connection with the issuance of will-serve agreements by the District;

WHEREAS, the board has conducted a public hearing considering the adoption of the fees giving interested persons the opportunity to comment regarding the proposed fees;

WHEREAS, the District is proposing to offer Will-Serve Agreements to customers desiring to obtain assurances of availability of connection to the District's system before the customer obtains a building permit. The Will-Serve Agreements will provide a reservation to the District's system for a period of up to 18 months. Will-Serve Agreements offer flexibility with planning and financing but are optional and not required. Customers may still make application for connection to the District's system at the time of obtaining a building permit;

WHEREAS, the rates collected from sale of water help cover the costs of system operation and maintenance, facility repair and replacement, and capital expenditures. A Will-Serve Agreement has the effect of reserving a connection to the District's system, but the holder of a Will-Serve Agreement is not purchasing water and therefore not contributing to system costs through water rates. Therefore, the purpose of the proposed standby fee of up to \$25 per month is to offset costs of operation and maintenance, facility repair and replacement, and capital expenditures that would otherwise be collected from the water rates paid by users that are connected to the system and purchasing water. It is hoped that the proposed standby fee will also incentivize holders of Will-Serve Agreements to promptly develop their property and connect to the system so that the District is not holding un-utilized capacity open indefinitely;

WHEREAS, the purpose of the proposed administrative fee of \$40 is to offset the District's costs related to processing Will-Serve Agreements;

WHEREAS, the purpose of the proposed extension fee of \$40 is to offset the District's administrative costs associated with processing extension requests;

WHEREAS, the standby fee is reasonable because holders of Will Serve Agreements benefit from the reservation of a connection to the system that could otherwise be available to paying customers who are contributing to the costs of the system through water purchases. Holders of Will-Serve agreements should also participate in system costs. The stand-by fee is also a reasonable incentive for holders of Will-Serve agreements to promptly connect to the system and share system costs through payment of water rates;

WHREERAS, the administrative fee is reasonable to offset the District's costs of preparing, filing, and tracking and otherwise processing Will-Serve Agreements. The extension fee is reasonable to offset administrative costs and incentivize prompt connection to the system;

WHERAS, the standby fee is proportionate to the benefit provided because the amount of the fee is based on the actual costs of operations and maintenance, repairs, and capital expenditures attributed to each equivalent residential connection (ERC). Because the District is a not for profit entity, the price charged to customers for water reflects the costs of operations and maintenance, repairs and replacements, and capital expenditures. Therefore, the Stand-by Fee represents the lost opportunity to collect revenue caused by holding unutilized capacity open in its system;

WHEREAS, the administrative fee is proportionate to the benefit provided because it is based on an estimate of the actual time and compensation of district personnel related to processing Will-Serve Agreements;

WHEREAS, the extension fee is proportionate to the benefit provided because it is based on the actual time and wages of district personnel related to processing extensions of Will-Serve Agreements and is also designed to discourage extensions and incentivize connection to the system within the original term of the Will-Serve Agreement;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District resolves that when the General Manager determines the appropriate requirements are in place to offer will-serve agreements, the following fees are established and may be charged by the District to property owners applying for will-serve agreements from the District to connect to the District's regional water system:

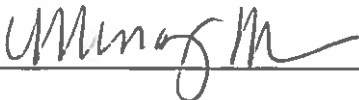
1. A monthly standby fee of up to \$25 per month per lot or equivalent residential connection from the time a will-serve agreement is executed by the District and the property owner until the District receives valid notice that the property has been connected to the system. If the standby fee is collected by the municipal customers, they will be permitted to retain 10% of the revenue to help cover their administrative costs of collection.
2. An administrative fee of \$40 upon application for a will-serve agreement from the District.
3. An extension fee of \$40 upon application to extend the will-serve agreement.

DATED this 7th day of December, 2022.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea ☒	No ☐
Adam Bowler	Yea ☒	No ☐
Chris Hart	Yea ☒	No ☐
Victor Iverson	Yea ☒	No ☐
Michele Randall	Yea ☒	No ☐
Kress Staheli	Yea ☒	No ☐
Kevin Tervort	Yea ☒	No ☐



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None