



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

Joseph Prete
Dave Sanders
David Hirschi
Kevin Thomas
Doug Heideman

Hurricane City Council Meeting Agenda

January 19, 2023
4:00 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.**

4:00 p.m. Work Meeting with Washington County Water Conservancy District

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

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.

Consent Agenda

1. Consideration and possible approval of **Ordinance 2023-02 amending 8-4-2 number of power board members**
2. Consideration and possible approval of **Resolution 2023-07 confirming the Power Board Member terms**
3. Consideration and possible approval of **Resolution 2023-06 reappointing John Slack to the Water Board**
4. Minutes of the Regular City Council Meeting for **January 5, 2023**

OLD BUSINESS

1. 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**

NEW BUSINESS

1. Consideration and possible approval of **access improvements to the historic Will Hinton Cistern**-Arthur LeBaron
2. Consideration and possible approval of **awarding a contract for the construction of the 700 West Project: 100 North to 400 North**-Arthur LeBaron
3. Consideration and possible approval of **waiving the fees for field rentals or hosting the softball tournament**-Matt Hirschi/Tiffani Wright
4. Consideration and possible approval of **bringing back two preliminary plats previously denied** based on inadequate power and water infrastructure and capacity
5. Consideration and possible approval of the **annual State Fraud Risk Assessment**-Paige Chapman
6. Discussion to **advertise and receive donations** for the New Veterans Park
7. Consideration and possible approval of a **time and material contract with Jviation for services at the airport** in an amount not to exceed \$14,000-Mike Vercikmak
8. Consideration and possible approval of a **renewed contract with Pacific Corp** regarding the sale and purchase of power-Scott Hughes
9. Consideration and possible approval of an **updated Resolution regarding interruptible power rate**-Scott Hughes
10. Consideration and possible approval of an **amended final plat for Coral Springs Phase 2 Amended and Extended located at 204 N Cliff Side Dr.** SU Commercial Construction, LLC Applicant. Drake Howell Agent.
11. Consideration and possible approval of a **preliminary plat for Gateway at Sand Hollow Resort Phase 1-3, a 219 unit resort condominium development**, located south of Sand Hollow Road and west of 3700 W. Western Mortgage and Realty Co-Applicant. Brent Moser Agent.
12. Consideration and possible approval of an **amended final plat for Hurricane Industrial Park Lot 24, located at 2430 W 350 N.** Darryl Zitting Applicant. Ryan Scholes Agent.
13. Ordinance 2023-ZC-02: Consideration and possible approval of a **Zone Change Amendment request located at approximately 2445 W 2890 S** to readjust the underlying zones within the existing PDO, planned development overlay, to allow housing to fit better within the PDO, which would result in moving the M-1, light industrial, zone boundary to the West and expanding the R1-10, residential one unit per 10,000 square feet, zone. Molly View LLC-Richard Wedig Applicant. Pro Value Engineering-Karl Rasmussen Agent.
14. Open and Public Meeting Training

15. 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

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTION 8-4-2 OF THE HURRICANE CITY CODE GOVERNING THE MUNICIPAL POWER BOARD.

WHEREAS the City Council of Hurricane, Utah desires to amend Section 8-4-2 of the Hurricane City Code governing the number of board members; and

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

BE IT HEREBY ORDAINED that Section 8-4-2 of the Hurricane City Code shall be, and is hereby, amended in its entirety as follows:

8-4-2: MUNICIPAL POWER BOARD

Sec. 8-4-2. - Municipal Power Board.

- A. *Created.* There is hereby created and established the Municipal Power Board (hereafter in this chapter referred to as "board"), which shall act in an advisory capacity to the City Council.
- B. *Organization of board.*
 1. *Number; appointment.* The board shall consist of ~~five~~ **six** commissioners, one of whom shall be a member of the City Council and/or Mayor. All members of the board shall be appointed by the Mayor with the advice and consent of the City Council.
 2. *Term.* Commissioners serving on the board as of the effective date hereof shall continue to serve as commissioners for the following term as designated by the Mayor and City Council: one for a term of two years; two for a term of three years; two for a term of four years. All successors to the first Board of Commissioners under this chapter shall be appointed for a term of four years and until their successors are appointed and have qualified, unless they shall be removed from office as provided in subsection B4 of this section. Any commissioner may be reappointed by the Mayor with the consent and approval of the City Council.
 3. *Vacancies.* Vacancies shall be filled by the mayor with the consent and approval of the City Council, for the unexpired term. No vacancy in the board shall impair the right of the remaining commissioners to exercise all the powers of the board.
 4. *Qualifications.* To be appointed commissioner, a person must reside in the City. Any commissioner may be removed from office prior to the expiration of his appointed term by a majority vote of the City Council when such removal shall be deemed by the City Council to be in the best interests of the Power Department.

5. *Chairman and Vice Chairman; conduct of meetings.* The board will appoint from among the Board of Commissioners a Chairman and Vice Chairman of the board. The Chairman and Vice Chairman shall serve in such capacity for the length of one year. The Chairman shall preside over the meetings of the board, and the Vice Chairman shall act for the Chairman during the Chairman's absence. The board shall adopt reasonable rules for the conduct of its meetings, which shall be held at least once a month on the first Wednesday at the Clifton Wilson Substation. All members of the board shall attend such meetings. No action shall be taken by the board except by the affirmative vote of at least three commissioners. Three commissioners shall constitute a quorum.

C. *Personnel.*

1. *Director of power system.* The City Council shall select, define the duties, and fix the compensation for a full-time "director" of the municipal power system. The director shall be responsible for the proper operation, maintenance, and care of the municipal power system, and to perform any other duties or functions required by the City Council or board. The salary of the director shall be established by the City Council after due consideration of recommendations from the board. The normal working hours of the director not necessary to ensure the proper operation, maintenance and care of the municipal power system shall be devoted to other work as needed by the City. The Power Director shall make weekly reports to the City Manager relating to the power system. All the functions and activities of the Director shall be carried on under the direction of the City Manager.
2. *Employee benefits.* Benefits of employees of the Municipal Power Department shall be governed by and subject to general employee policies in effect for all employees of the City.

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 19th day of January 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 19th day of January 2023. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, CONFIRMING
THE POWER BOARD MEMBERSHIP AND TERMS

WHEREAS, Hurricane City has adopted Hurricane City Code Title 8, Chapter 4, Section 2: Municipal Power Board;

WHEREAS, Hurricane City Code creates a Municipal Power Board (“Board”) to serve as an advisory Board to the City Council, with the Board consisting of six voting commissioners, with each commissioner serving a four-year term;

WHEREAS, the City Council has authority to adjust the terms of Board membership, and the Council finds it necessary to adjust the terms at this time to allow for appropriate turnover of membership;

BE IT HEREBY RESOLVED that the Hurricane City Council adopts the following tables showing the Board membership and corresponding terms:

VOTING BOARD MEMBERS

<u>Board Commissioner</u>	<u>Term</u>
Mac Hall	10/01/2021 – 10/01/2025
Charles Reeve	10/01/2019 – 10/01/2023
Jerry Brisk	10/01/2020 – 10/01/2024
Dave Imlay	10/26/2021 – 10/26/2025
Pam Humphries	10/01/2020 – 10/01/2024
Joseph Prete, City Council Liaison	Coincides with City Council term

PASSED AND APPROVED this 19th 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 19th 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

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
REAPPOINTING JOHN SLACK TO THE WATER BOARD

WHEREAS, Hurricane City has adopted Hurricane City Code 8-1-2: Water Board; and

WHEREAS, Hurricane City code requires the City Council to appoint a Water Board “consisting of nine members”, one of whom shall be an elected official from the city council, one of whom shall be the water superintendent, one of whom shall be the street superintendent, and one of whom shall be an appointed member of city staff. The remaining members shall be appointed by the mayor with the advice and consent of a majority of the remaining members of the city council at any meeting at which a quorum is present. The term of the elected official and city staff shall coincide with the term of elected office or employment; and

WHEREAS, the terms “of Water Board members shall begin on the first Monday in February of each year”; and

WHEREAS, the Mayor, with advice and consent of the City Council, may reappoint current Water Board member to service for successive terms.

BE IT HEREBY RESOLVED by the Hurricane City Council that John Slack shall be reappointed to Water Board for the following term:

Water Board Terms:

Name	Term ends date
John Slack	February 1 st , 2027

PASSED AND APPROVED the 19th day of January 2023

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

1 Minutes of the Hurricane City Council meeting held on January 05, 2023, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah, at 5:00 p.m.

3 **Members Present:** Mayor Nanette Billings and **Council Members:** 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, Planning Director Stephen Nelson, Street Superintendent
7 Weston Walker, City Engineer Arthur LeBaron, City Recorder Cindy Beteag, Fire Chief Tom
8 Kuhlman, Water Superintendent Ken Richins, Parks Superintendent Darren Barney, Planning
9 Assistant Fred Resch III, Recreation Director Tiffani Wright, Ash Creek Superintendent Mike
10 Chandler, HR Director Sel Lovell, and Finance Manager Paige Chapman

11 **AGENDA**

12 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

13 Stephen Nelson reported that Ron Hill, an Attorney in Southern Utah, presided over the first
14 short-term rental violation appeal hearing. The officer upheld the citation and gave the
15 property owner three weeks to pay the fine. The open house regarding the temporary closure
16 of 1515 West is scheduled for January 17th at 5:00 p.m. The grant funds were received for the
17 Downtown Master Plan. The plan is focused on the historic downtown area; however, the
18 standards could be applied throughout the City. The online building permit program is in
19 operation, and the online planning and zoning system should go live in the next few months.

20 Arthur LeBaron stated the prebid meeting was held for the 700 West project, and the bid
21 opening date is January 17th. He met with the property owners and developers in the Bench
22 Lake area on 1100 West. A large drainage facility is necessary to convey drainage water along
23 3000 South. The City has to generate revenue to fund the development of the facility. The
24 storm drain master plan needs to be updated for the entire City, and he recommends assessing
25 an impact fee to that drainage basin. Ken Richins reported that a storm drain needs to be
26 installed on 920 West, and the NRCA will not pay for it. Mr. LeBaron would like the impact fee
27 to be tied to the specific basin areas. He explained that the utility department does charge a
28 four-dollar drainage maintenance fee each month. The drainage fund is for the maintenance of
29 the system, and the fee has never been increased. The impact fee will go toward large-scale
30 improvements.

31 Weston Walker reported that the weather has stalled the chip seal plan. The department is
32 working on the potholes and drainage issues. The department pumped the water out of the
33 basin on 900 South.

1 Chief Excell thanked the Fire District for their help in the officer-involved shooting. The Fire
2 District transported the K9 to the veterinary clinic in St. George, and the K9 was then
3 transported to Las Vegas after he was stabilized. The Critical Incident Task Force is still
4 reviewing the incident. Mr. Excell thanked Weston Walker and Cindy Beteag for their help in
5 getting the message boards back up and functioning. One message board was hit by a car, and
6 another was vandalized. This year the department is installing a camera in its vehicles. This
7 system requires a lot of data. Verizon is unlimited but slows down when the data exceeds a
8 certain amount. Mr. Excell is considering switching to AT&T, which is truly unlimited.

9 Tiffani Wright reported the spring programs are starting next week. Stout Roofing will reseal
10 the roof as soon as the weather permits. The auditions for Spit Fire Grill start on Monday. Mrs.
11 Wright explained that the facility rental fee is the same for nonprofit and for-profit businesses.
12 She asked if the City Council feels the rental fee should differ based on the group renting the
13 facility. Mayor Billings stated that there should be a tiered fee system, and locals should have
14 the lowest fee. Councilman Prete is also open to different rates. Mayor Billings asked Mrs.
15 Wright to work with the City Manager to develop a fee structure to present to the City Council.

16 Ken Richins reported that the Water Department has been experiencing significant water
17 breaks lately. The Dixie Springs Well was drilled to the correct depth today. The data logger is
18 coming tomorrow, and if the well is plumb, they will start installing the screens and gravel pack.
19 The main line from the Sand Hollow tank broke on the north side of SR-7. Interstate Rock is
20 assisting the Water Department in repairing the line.

21 Mike Chandler reported that the winter season projects are being wrapped up.

22 Selwin Lovell mentioned there are job openings for a Building Official, Journey Line Main, and
23 Golf Maintenance position.

24 Scott Hughes stated the Power Department is finished taking down Christmas lights. The
25 department is working hard on the Three Falls substation and the projects on 600 North.

26 Paige Chapman stated the audit presentation will be tonight. There were no findings in the
27 general and single audit.

28 Darren Barney reported that some of the parks are getting darker as the lights are burning out.
29 The department is having difficulty getting ballast and bulbs, which is why they converting to
30 LED lights. They have contacted the Division of Wildlife Resources (DWR) regarding the beavers
31 at Grandpa Pond. DWR is unwilling to assist in removing the beavers due to their concerns
32 about potentially trapping a family pet. Councilman Prete asked if there is a limited length of
33 stay when boarding animals at the rodeo grounds. Mr. Barney stated there is no limit on
34 boarding animals unless the pens are needed for an event. Councilman Prete is concerned
35 because the rodeo grounds are not intended to house animals. Dayton Hall explained riding

1 horses could not be boarded at the rodeo grounds. Only livestock that is regularly used at the
2 facility can board at the equestrian park.

3 Mayor Billings reported that What's Up Down South is on February 1st at the Dixie Convention
4 Center. She will get tickets for any Council members planning to attend.

5 **6:00 p.m. - Call to Order –**

6 Mayor Nanette Billings welcomed everyone to the meeting.

7 **Prayer, Thought, and Pledge:** Tiffani Wright

8 Declaration of any conflicts of interest

9 No conflicts were declared.

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

12 Doug Heideman motioned to approve the Minutes of the Regular City Council Meeting for
13 November 17, 2022, special meeting, November 29, 2022, and December 1, 2022. Seconded by
14 Dave Sanders. Motion carried unanimously.

15 Presentation of the 2021-2022 annual audit - Hinton Burdick

16 Victoria Yahorava with Hinton Burdick presented the audit. She reported that Hinton Burdick
17 issued an unmodified clean opinion on page 9. There were no significant deficiencies or
18 material weaknesses in 2022. The General Fund balance increased by \$785,000, and the
19 restricted fund balance is consistent with the prior year. Ms. Yahorava reviewed the increase or
20 decrease of each fund.

21 Kaden DeMille thanked Hinton Burdick for their excellent work. He reported that the City
22 strives to operate conservatively; however, a lot of infrastructure needs to be completed in the
23 next few years, so the general fund balance will be reduced significantly.

24 Recognition of Timothy Lawton on obtaining his Eagle Scouts Award

25

26 Charlie Twist has worked with scouting for many years. He reported that Timothy Lawton is a
27 high school senior. Mr. Lawton contacted Matt's Off-Road Recovery to find someone who could
28 help remove the cars from the Three Falls Trail. The first vehicle removed was one thousand
29 feet down the embankment. After the cars were removed, Timothy took the remaining debris
30 to the landfill. Mr. Twist reported that Eagle Scout projects typically consist of 40 to 80 hours of

1 service. Mr. Lawton's project was 2,100 hours. Mr. Twist publicly thanked Timothy Lawton for
2 his extraordinary effort. Mayor Billings thanked Mr. Lawton for his example to the community.

3 Update on Wreaths Across America

4 Fred Hernandez presented pictures of Arlington Cemetery. Over four thousand sites participate
5 in Wreaths Across America. He thanked the City Council for their support and asked the City
6 Council to include \$6,000 to support Wreaths Across America in the upcoming budget proposal.

7 **Public Forum – Comments From Public**

8 **OLD BUSINESS**

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

11 Justin Reeve thanked the City Council and staff for supporting the agriculture community. He
12 reported the group also expressed gratitude for their work.

13 Darren Barney reported that the charge for lighting was removed. A half-day rental option was
14 added to the policy. The terms and verbiage for nonprofit groups were also updated. Local
15 nonprofits can reserve the park without an admission fee if the group does not need assistance
16 from City staff; however, if the group needs staff assistance, the fee will be discounted by fifty
17 percent. A weather refund policy was also added. The City Council advised adding a prorated
18 refund for events rained out in the middle of the event. A section was added recognizing the
19 American Legions gift with the previous rodeo grounds and the City's intent to preserve the
20 facility for local citizens. Councilman Prete feels that the fee for livestock pens incentivizes long-
21 term stays. Mr. Barney explained only animals actively being used can be housed at the
22 equestrian park.

23 David Hirschi motioned to approve the policy governing the Hurricane American Legion
24 Equestrian Park as written with the addition, if an event is canceled after it has started due to
25 the weather, they will receive a prorated refund. Seconded by Kevin Thomas. Joseph Prete,
26 Dave Sanders, Doug Heideman, David Hirschi, and Kevin Thomas – aye. Motion carried
27 unanimously.

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

1 Stephen Nelson reported that during the last meeting, there were concerns regarding the
2 frequency of the use of reception centers and the definition of secondary use to the main
3 property. Mr. Nelson reported that two conditions were added; a minimum requirement of five
4 acres, and the property can only be used as a reception center five days a month. He has not
5 received any feedback from the Fire District, so he is unsure whether the Fire District has any
6 additional requirements to meet the fire code. Councilman Heideman would like the definition
7 of the reception center updated. Dayton Hall agrees that the definition of social gathering is
8 vague and could be further defined. Councilman Sanders is still concerned with parking
9 requirements.

10 Doug Heideman motioned to continue Ordinance 2022-61 to the February 2nd meeting to allow
11 time for the Fire District to respond and for staff to expand on the definition of a reception
12 center. Seconded by Joseph Prete. Kevin Thomas, David Hirschi, Dave Sanders, Doug Heideman,
13 and Joseph Prete – aye. Motion carried unanimously.

- 14 3. Ordinance 2022-62 Consideration and possible approval on a **Land Use Code**
15 **Amendment Request to Title 10-Chapter 3-Subsection 4 and 10, Title 10-Chapter 15-**
16 **Subsection 3, Title 10-Chapter 41, and Title 10-Chapter 51; and Title 3 Chapter 10 to**
17 **make changes regarding short-term rental standards within residential areas, residential**
18 **hosting standards, and short-term rental standards in commercial zones. Hurricane City**
19 **Applicant.**

20 Nathan Cole is speaking on behalf of his family, neighbors, and anyone who has lived near a
21 vacation rental. He has had three incidents of renters trespassing on his property, and he is
22 concerned about the safety of his family. His dog is very protective of his family, which also
23 places his dog in danger. This use is out of character for a typical neighborhood. Short-term
24 rentals are not needed or wanted in residential neighborhoods. The residents should not have
25 to endure constant problems. He reviewed the City Council materials that were posted online.
26 This material clearly shows that the City Council knows this is a problem. He noted that good
27 work was done on the proposed amendments; however, more needs to be done. It will be
28 demanding and challenging but it is the right thing to do. He asked the City Council to
29 permanently end short-term rentals in all residential zones.

30 Stephen Nelson reported that the City Council directed staff to combine all the short-term
31 rental ordinances and regulations. It was all combined into the Title 10 Land Use Code with the
32 business license section condensed to clearly state that a business license is required and
33 directions to review Title 10 to see the requirements. Mr. Nelson recommends continuing the
34 item pending a review from the City Attorney.

35
36 Mayor Billings asked how discontinuing short-term rentals would affect the approved licenses.
37 Dayton Hall reported a business licenses grant rights to those who hold the licenses, and people
38 have invested in their property based on a valid business license. Mayor Billings explained that

1 the City had taken steps to penalize and halt unlicensed rentals. Mr. Nelson stated the City can
2 stop the expansion of additional licenses at any time. He explained that previously ADUs were
3 governed by amenities and features, and this update governs ADUs by their use. He read the
4 ADU definition. Councilman Heideman feels the definition is still vague and needs more clarity.
5 Mr. Hall agrees it is a broad definition, but it is the most restrictive way to limit the multiple
6 units. Councilman Thomas noted that this combines the codes into one chapter, which was the
7 intent.

8 Kevin Thomas motioned to continue Ordinance 2022-62 to February 2nd to give the City
9 Attorney time to review the proposed changes. Seconded by David Hirschi. Joseph Prete, Dave
10 Sanders, Doug Heideman, Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

11 **NEW BUSINESS**

12 **1. Presentation and update on the IPP Renewed Project for the Intermountain Power** 13 **Project** that will be converting from coal fuel to natural gas and hydrogen fuel- 14 Intermountain Power Agency, John Ward

15 The Communications Director of Intermountain Power Agency (IPP), John Ward, explained that
16 the Intermountain Power Agency was organized in 1977 by twenty-three Utah municipalities.
17 Other purchasers are participating in the project; however, the ownership is with Utah
18 municipalities. He reviewed entitlement shares and project participants. The project has been
19 an economic benefit to Utah. In 2022 Utah participants saved six million dollars. California
20 passed a bill banning coal power after 2027, and IPP decided to shut down the coal plant in
21 2025. They executed the power purchase agreement for project participants, extending the
22 project's life to 2077. IPP will invest over \$2 billion to build new generation facilities at the Delta
23 Site. The generation facility will utilize natural gas and thirty percent green hydrogen. The first
24 salt cavern is complete, and the project is on track for completion in the Spring of 2025. The
25 current plant consists of two nine hundred megawatt units. The new plant is half the size of the
26 existing plant.

27 **2. Discussion regarding the municipal election for Hurricane City**

28 Cindy Beteag explained the City contracted with the County for the last two elections. Staff
29 reach out the County to see what the City's options were for holding the election on their own.
30 By State law, any election must be held primarily by mail. The State also has strict regulations
31 on the size and language of the ballot. The County contracts with a company in Washington
32 State to print the ballots because there isn't anyone in Utah that currently prints them.
33 Another challenge the City would have is signature verification. Ms. Beteag explained if the
34 County runs the election, the City does not have the option to run an audit by hand counting.
35 Once the election is canvassed, the ballots are sealed and can't be opened unless by court

1 order. She did speak to the Lieutenant Governor's office, and they are not supportive of hand
2 counting and have full confidence in the machines.

3
4 Mayor Billings explained the people that own the machine configure them for every election.
5 They won't let you see a number, so she questions if they are accurate. She asked staff to
6 research the laws on canvassing the election. Ms. Beteag stated the County is discussing
7 requiring a representative from each community to be present when they test the machines.
8 Staff is trying to come up with different options, so the Council is comfortable with the election.
9 One option they thought might work, if the County agrees to it, is have the County mail out the
10 ballots and verify the signatures when they come back in. Then a team from the City would go
11 pick up the ballots and hand count them. Mayor Billings and Councilman Thomas are in favor
12 of this option. Mayor Billings just wants it to be transparent and have assurance that the
13 election is verified.

14
15 Council directed staff to talk to the County and see if they are willing to contract with the City
16 for a portion of the election and what the canvassing requirements are. Council would like the
17 option of in person voting as well.

18 **3. Consideration and possible approval of an appeal to the denial of a residential hosting**
19 **application** - Kelly Ashcroft

20 Cindy Beteag reported that the City now requires a floor plan in addition to the parking plan for
21 any residential hosting license. The plan provided by the applicant shows a detached building
22 defined as a shop. The application was denied because the building permit issued in 2019 for
23 the shop did not have living quarters. Dayton Hall stated that the structure must comply with
24 the normal development standard for habitual structure to obtain a residential hosting license.
25 This shed does not comply with the development standard.

26 Kelly Ashcroft explained that he decided to build an attached casita after the shop was framed.
27 Everything was inspected but he didn't make the change on the permit because he didn't
28 realize it was required. Mrs. Beteag reported that the inspections are logged on the online
29 permitting database. She noted that the slab, footing, and underground plumbing were not
30 inspected.

31 Councilman Prete would like to see what inspections were completed. Councilman Thomas
32 cited the staff comments stating that because construction is complete, the inspections cannot
33 take place without damage to the structure. Mr. Ashcroft understands the situation's
34 complexities and is willing to work with the City to ensure the structure is in compliance. The
35 City Council advised Mr. Ashcroft to research the necessary steps to bring the casita into
36 compliance.

David Hirschi motioned to continue the appeal of the denial of a residential hosting application to February 2nd and gave Mr. Ashcroft direction to research what it would take to make it compliant. Seconded by Doug Heideman. Joseph Prete, Dave Sanders, Kevin Thomas, David Hirschi, and Doug Heideman – aye. Motion carried unanimously.

4. Consideration and possible approval of a road dedication for 3150 S Extension - Arthur LeBaron

Arthur LeBaron stated the west end of 3150 South is a dead-end. This dedication is necessary for the Estates at Sand Hollow to move forward.

Dave Sanders motioned to approve the road dedication for the 3150 S Extension. Seconded by Doug Heideman. Joseph Prete, Kevin Thomas, David Hirschi, Dave Sanders, and Doug Heideman – aye. Motion carried unanimously.

5. Consideration and possible approval of amendments to the airport lease templates - Dayton Hall

Dayton Hall explained that the lease draft was based on a template from St. George City. The insurance requirement attachment was mistakenly not included in the template. This proposal is to adopt the language verbatim from St. George City's insurance requirements. Mayor Billings confirmed that City must be listed as the additional insured. Dave Houston asked the City Council to allow the Airport Board to review the lease before a motion is made.

Dave Sanders motioned to continue the amendments to the airport lease templates to the January 19th meeting or until the Airport Board has made a recommendation. Seconded by David Hirschi. Joseph Prete, Kevin Thomas, Doug Heideman, Dave Sanders, and David Hirschi – aye. Motion carried unanimously.

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

Mayor Billings explained that the lease was approved with the applicant's personal name and his LLC. The tenant is requesting to have his name removed from the lease. Dayton Hall reported that he is concerned about an LLC being the only tenant named on the lease. The best way to protect the City is to have the tenant's name on the lease. Steven Young feels that the proper way protect the City is to have an insurance policy with the City as the additional insured. He thinks it is inappropriate to have a personal name on the lease. Mr. Hall explained that this is a City-owned and operated airport, which presents high risks. Councilman Prete stated that standard practice is to ask for a guarantee. Councilman Thomas agrees with Councilman Prete.

Kevin Thomas motioned to deny amending the Private Hangar Lease Agreement for Lot 13 S 5 E at the City Airport to remove Steven D. Young as the tenant. Seconded by Dave Sanders. Joseph Prete, Doug Heideman, David Hirschi, Kevin Thomas, and Dave Sanders – aye. Motion carried unanimously.

7. Consideration and possible approval to accept for further consideration or deny the annexation petition for Copper Sky - Tara Paras applicant, Jason Boal agent

Jason Boal and Tara Paras were online. Dayton Hall explained that the staff report is extensive. He summarized the staff comments that are for and against this annexation. Martha Honey expressed her opposition in public comment.

Jason Boal reported that the City Council has seen this petition before. The only thing that has changed is the applicant. He explained that this is not a decision for approval, it is only to accept it for further consideration. The applicant understands that there are several issues and is willing to collaborate with staff to address them. Tara Paras reported that she has discussed drainage concerns with many residents, and their new engineer will address them.

Mayor Billings reported that she spoke with the County Commissioners today. They reported they would like the City to annex this area. If this petition is accepted without the other properties, services will have to cross other providers to get to this property. Mayor Billings feels the petition needs to include all the properties. Councilman Thomas agrees. Ms. Paras explained that the property is near the city limits and on the border of Copper Rock. Mayor Billings noted that the roadways and access will not go through Copper Rock. Mr. Boal pointed out there are two hundred and thirty parcels in this area, and it is highly unlikely that all the property owners will consent to annexation. The applicant has been in communication with the Sewer District to provide sewer services. They do not feel that all or nothing is a viable solution. They are asking for the opportunity to have further conversations. Stephen Nelson explained that it would have to be the majority of the residents to make everyone annex. Councilman Thomas feels that annexing this one parcel opens up problems. Mayor Billings stated they want to annex to get sewer there. The City helped Copper Rock get there but now Copper Rock doesn't want to help anyone else. The challenge is making it work. Ms. Paras stated they want to be part of the solution.

Councilman Prete commented it does not make sense that this area is not part of the City. This petition was previously approved for further consideration. He asked why this has come before the City Council again. Dayton Hall explained the process and the requirements of the State code. The process was halted when the previous applicant withdrew their application. Councilman Prete noted that many residents voiced concern when this was brought to the City Council in the past. Mr. Nelson reported that the default zoning is A20; however, the City does have the option to enter into an agreement on different zoning. Mayor Billings reported that

1 the citizens do not want to annex, because they felt their services were adequate and did not
2 want to pay higher taxes. Councilman Sanders does see any economic reason to annex this
3 parcel.

4
5 Mr. Nelson's main concern is the need for increased services if the area is annexed. He agrees
6 the Council could accept it further consideration to work out details. Councilman Prete
7 summarized the concerns of each department. He is open to further discussion.

8
9 Doug Heideman motioned to deny the annexation petition for Copper Sky. Seconded by Kevin
10 Thomas. Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas – aye. Joseph Prete –
11 nay. Motion carried.

12
13 Ms. Paras asked why they approved the last applicant for further consideration but not her as
14 the landowner. Mr. Hall explained his opinion is the Council was reluctant to accept it last time,
15 but they did it in hope of Sky Ranch joining the petition. Since that time, Sky Ranch has gone
16 silent and is not interested in joining the petition.

17
18 **8. Consideration and possible approval of local consent of a restaurant beer only license**
19 **for Adelita's Mexican Fast Food located at 982 W State St.- Jose Gonzalez**

20
21 Jose Gonzalez explained that they are located between Lonny Boy and Classic Sports. The
22 applicant meets all the distance requirements. Staff has completed the background checks and
23 have no concerns.

24
25 Kevin Thomas motioned to approve the local consent for restaurant beer only license for
26 Adelita's Mexican Fast Food. Seconded by Dave Sanders. Joseph Prete, David Hirschi, Doug
27 Heideman, Kevin Thomas, and Dave Sanders – aye. Motion carried unanimously.

28
29 **9. Consideration and possible approval of reaffirming all of the power impact fee rates on**
30 **the exhibit for Ordinance 2022-55 - Cindy Beteag**

31
32 Cindy Beteag explained that when this ordinance was passed in November, the exhibit only
33 listed the prices up to 1200-amp services; however, the fee schedule contains services up to
34 3000-amp services. Staff has updated all services with the approved rate and would like a
35 record of the approval attached to the ordinance.

36
37 Kevin Thomas motioned to approve reaffirming all the power impact fee rates on the exhibit for
38 Ordinance 2022-55. Seconded by Doug Heideman. Joseph Prete, David Hirschi, Dave Sanders,
39 Doug Heideman, and Kevin Thomas – aye. Motion carried unanimously.

40
41 **10. Discussion regarding a potential new policy governing the submission of agenda items**
42 **for City Council review.**

1
2 The City Council agrees that a cutoff date needs to be put in place. Planning Commission items
3 that are approved to move forward must have all updated requirements to staff by 5:00 p.m.
4 on the Monday before the meeting. In addition, an executive summary sheet will be provided
5 to the Council with the agenda. The City Council determined that agenda items not related to
6 the Planning Commission must be submitted eight days prior to the City Council meeting.
7

8 **11. Consideration and possible approval of a Resolution transferring appropriated balance**
9 **of funds between departments in the same fund. - Kaden DeMille**
10

11 Kaden DeMille explained this is a transfer of funds from the Animal Control Capital Facility fund
12 to accommodate wages for the Police department and a transfer from the Golf Pro Shop to Golf
13 Maintenance to finish the pond.
14

15 Dave Sanders motioned to approve transferring appropriated balance of funds between
16 departments in the same fund. Seconded by Kevin Thomas. Roll call vote. Joseph Prete, David
17 Hirschi, Doug Heideman, Dave Sanders, and Kevin Thomas – aye. Motion carried unanimously.
18

19 **12. Consideration and possible approval of an Independent Contractor Agreement for**
20 **Zion's Regional Collaborative**
21

22 Kevin Thomas motioned to approve the Independent Contractor Agreement for Zion's Regional
23 Collaborative. Seconded by Dave Sanders. Roll call vote. Joseph Prete, David Hirschi, Doug
24 Heideman, Kevin Thomas, and Dave Sanders – aye. Motion carried unanimously.
25

26 **13. Consideration and possible approval of Resolution 2023-01 Amending 8-1-4 & 8-4-4**
27 **regarding fees for connection of municipal power and water services**
28

29 Dayton Hall explained the City Council previously approved a fee for meter tampering, but it
30 was limited to power service. This issue was brought up due to a water lock was cut. This
31 resolution contains fees for municipal power and water services.
32

33 Doug Heideman motioned to approve Resolution 2023-01. Seconded by Dave Sanders. Joseph
34 Prete, Kevin Thomas, David Hirschi, Doug Heideman, and Dave Sanders – aye. Motion carried
35 unanimously.
36

37 **14. Consideration and possible approval of Resolution 2023-02 Adopting a fee for**
38 **Identification Cards - Lynn Excell**
39

40 This Resolution adopts the fee for for ID cards that are necessary for the EASY Law ID's.
41

1 Doug Heideman motioned to approve Resolution 2023-02. Seconded by David Hirschi. Joseph
2 Prete, Kevin Thomas, Dave Sander, Doug Heidemen, and David Hirschi – aye. Motion carried
3 **unanimously.**

4
5 **15. Ordinance 2023-01: Consideration and possible approval of a Land Use Code**
6 **Amendment to Title 10-Chapter 7-Subsection 4, Title 10-Chapter 21-Subsection 9, and**
7 **Title 10-Chapter 39-Subsection 5, all regarding public noticing requirements.**
8

9 Stephen Nelson explained the minimum posting requirement per State code. This update will
10 remove the requirement of sending notice to the newspaper. It does add that the posted
11 notices will be in five places instead of three. Council agreed they would like it posted in more
12 places but would like the ordinance to be the same as the State's code. They agreed it would be
13 better to leave it at three places but directed to staff to post it to five places when they could.
14

15 Doug Heideman motioned to approve the Land Use Code Amendment to Title 10-Chapter 7-
16 Subsection 4, Title 10-Chapter 21-Subsection 9, and Title 10-Chapter 39-Subsection 5 as written
17 with the change that public notices are posted in three places instead of five, to match State
18 Code. Seconded by Dave Sanders. Joseph Prete, Kevin Thomas, David Hirschi, Doug Heideman,
19 and Dave Sanders – aye. Motion carried unanimously.
20

21 **16. Ordinance No 2023-ZC-01: Consideration and possible approval on a zone change**
22 **amendment request located at approx. 100 N and 2600 W from RM-2, multifamily 10**
23 **units per acre, and HC, highway commercial, to RM-3 (PDO), multifamily 15 units per**
24 **acre with a planned development overlay, covering 8.29 acres and HC (PDO), highway**
25 **commercial with a planned development overlay covering 4.39 acres. Parcel H-3-1-32-**
26 **4212-RD. Shadow Glen 420 In Applicant. Brandee Walker Agent.**
27

28 Frank Lindhardt explained that this is located on the corner of 2600 West. Residential
29 construction has stalled, and they would like to move forward with this development. The area
30 needs neighborhood commercial. They are proposing commercial along SR-9. This will provide
31 access to the neighboring property owner. Buildings will only be two stories. Everything to the
32 east is commercial or more apartments. Stephen Nelson stated the master roadway would
33 realign to where the applicant has shown the road. The Planning Commission recommended
34 approval for RM-3 with PDO subject to commercial on the southern portion and a public road
35 on the east side instead of parking. This will allow about forty more units than what is currently
36 permitted. Both property owners are okay with the road alignment. Councilman Hirschi
37 commented it looks like a nice development, but his concern is the density. Mr. Lindhardt
38 stated that is why they compromised and added the commercial. It would be a managed
39 project by him.
40

41 Dave Sanders motioned to approve Ordinance No. 2023-ZC-01 subject to the southern portion
42 being commercial, the northern section RM-3 PDO and a road on the east side of the

1 development connecting to adjacent property. Approval is based on it is harmonious with the
2 surrounding uses, it matches the General Plan, it will have a positive effect on the surrounding
3 properties, and the utilities are there to service it. Seconded by Kevin Thomas. Dave Sanders,
4 Joseph Prete, and Kevin Thomas – aye. David Hirschi and Doug Heideman – nay. Motion carried.

5
6 **17. Consideration and possible approval on a preliminary plat for Glampers Inn, a five lot**
7 **commercial development**, located at approximately 450 S Sand Hollow Road. Blow Sand
8 LLC Applicant.
9

10 Stephen Nelson explained that the owner wants to subdivide five lots off the RV Park. He
11 reported that the lots do not have access to a public road, and staff has concerns regarding
12 access of shared parking. The parking lot was approved for share use. If this is divided without
13 an easement or agreements, it will not be split evenly, and they wouldn't have access. A shared
14 access easement needs to be recorded and shown on the final plat. Mr. Rasmussen stated they
15 have no concerns with showing that on final plat. Councilman Thomas questioned how you
16 don't address the concerns now but still move forward. Arthur LeBaron stated this happens all
17 the time and it can be addressed in the future. Dayton Hall noted that this project has an
18 approved site plan that includes restrictions. If this is application is approved, the restrictions
19 need to be included. They want to subdivide it so it can be sold to individual owners.
20

21 Doug Heideman motioned to approve the preliminary plat for Glampers Inn subject to the prior
22 conditions on the final site plan which are the following: The water must loop from the project
23 back to Bash Parkway and Sand Hollow Road before the water system is accepted for use. The
24 down payment must be made to Dixie Power. The PID must pay for gas installed in the
25 roadways before service to the property. Fire needs an improved second access from the
26 property. Fire hydrants must be operational. The public facilities must be determined adequate,
27 as explained in Section 9-6-3. Approval is also subject to staff and JUC comments; 1. Public
28 Works: No outlet to Sand Hollow Road. 2. Power: This area borders the line between Hurricane
29 City Power and Dixie Power so both entities will have to work together. Overhead power lines
30 are in the area. Will need a survey. 3. Sewer: No additional comments. 4. Street: No comments.
31 5. Water: Served off the Dixie Springs tank. Whole system will need a water loop for fire
32 protection at least, likely through PID. 6. Engineering: Will the entire project plat at once? The
33 construction plans show phase lines. Disturbed PLSS survey monuments must be reestablished
34 per Utah state statute and meet their standards. Roadway dedication plats surrounding the
35 project must be recorded before the Final Plat. Utility easements aren't shown. Utilities are
36 typically public on the street side of the lines up to the meter. 7. Fire: No comments. 8. Phone:
37 No comments. 9. Gas: No comments. 10. WCWCD: No comment. 11. All the proposed uses
38 meet the Planned Commercial zoning standards. 12. The approved final site plan shows the
39 southwestern restaurant building as having four units but this preliminary plat shows it as
40 having two lots. Staff doesn't have an issue with this as it does not appear to have affected the
41 overall site layout. 13. Where there are now several lots where there were originally planned to
42 be one the applicant's parking plan may now be noncompliant. However, since the Planning

1 Commission signed off on the overall parking plan and the parking plan does not appear to have
2 changed the Staff is fine with this. a. Staff will require that cross-access parking and movement
3 agreements be signed when these lots are recorded. 14. The applicant will need to provide
4 cross-access agreements for parking, access, and utilities to Jelly Stone Drive and throughout
5 the drive areas. This is to ensure that each lot has proper legal access and utilities connection
6 points, and to ensure the approved parking plan remains valid. Seconded by Dave Sanders.
7 Doug Heideman, Dave Sanders, and Kevin Thomas - aye. David Hirschi - nay. Joseph Prete -
8 abstained. Motion carried.

9
10 **18. Consideration and possible approval of a recommendation to UDOT for a traffic signal**
11 **at 1580 West or 1400 West State Street - Arthur LeBaron**
12

13 Arthur LeBaron reported that the Utah Department of Transportation (UDOT) has indicated
14 they would not participate in the cost; however, that can be decided in the future. Dave
15 Pheasant has completed the traffic impact study. Bucks Ace Hardware is proposing a building
16 that is three times the size of their current building at about 1400 West State. The UDOT
17 agreement states one traffic signal will be installed at one of the intersections but not both. The
18 traffic impact study recommends installing the signal at 1400 West due to signal spacing. The
19 City Council discussed the road layout and determined that if the road was moved closer to
20 Gould's wash it would put it in the floodway.

21
22 Kevin Thomas motioned to approve the recommendation to UDOT for a traffic signal at 1400
23 West. Seconded by Joseph Prete. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas,
24 and Joseph Prete – aye. Motion carried unanimously.

25
26 Buck Ace Hardware reported that they are willing to pay for the light and improve the piece of
27 property on the east side of the road. Safety is the key factor; however, it could be like the
28 current light at Quail Lake until all the roads are finished.

29
30 **19. Consideration and possible approval of Resolution 2023-04 appointing board members**
31 **to the Historical Committee**
32

33 David Isom has resigned from the committee. David Hirschi and Lee Beatty are the current
34 members. The new members are David Hinton, Gerri Hinton, and Paula Arriola. Phyllis Lawton
35 is a staff member who will continue to have a role on the Historical Committee.

36
37 Joseph Prete motioned to approve Resolution 2023-04. Seconded by Doug Heideman. Kevin
38 Thomas, David Hirschi, Dave Sanders, Joseph Prete, and Doug Heideman – aye. Motion carried
39 unanimously.

1 **20. Consideration and possible approval of Resolution 2023-05 adopting the Washington**
2 **County Water Conservancy excess water surcharge and a monthly standby fee,**
3 **administrative fee, and extension fee**
4

5 Mayor Billings explained the District's board already approved this but the Council hadn't seen
6 it yet. The District approved an excess water surcharge and adopted a new surcharge for new
7 construction. This will lower impact fees because they will use less water, but residents will pay
8 more if they go over the set amount. The other surrounding cities have not approved it yet. Ken
9 Richins stated by signing the pooling agreement we agreed to the rules. Dayton Hall stated in
10 his opinion it is not part of the pooling agreement. The agreement has a water development
11 surcharge not an excess water surcharge. Mr. Richins suggested approving it subject to all other
12 communities approving it then we will be team player. Mayor Billings mentioned the landscape
13 ordinance is coming back for reconsideration because the District has a requirement that sod
14 can't be more than 8%. If we don't meet this requirement our residents don't qualify to get
15 the rebate.

16
17 Mr. Hall explained Hurricane has had its own water, but we don't have more to supply moving
18 forward. We are contracted with the District to supply water. They have said we will only have
19 water for the next ten years if we do all their requirements. If we don't take all their measures,
20 then it will be a shorter period. Zach Renstrom has offered to come talk to the Council. Mr. Hall
21 explained what the surcharge would be. There will be a standby fee per platted lot that
22 developers will have to pay until they build on the lot. Mr. Richins stated the irrigation
23 expansion system that is being installed will make so people don't go over the amount. Stephen
24 Nelson stated the landscape ordinance has been drafted and was sent to the District to review.
25 It will be on the Planning Commission agenda next week for them to review.

26
27 Dave Sanders motioned to approve Resolution 2023-05. Seconded by Doug Heideman. Joseph
28 Prete, David Hirschi, and Kevin Thomas - nay. Doug Heideman and Dave Sanders - aye. Motion
29 fails.

30
31 Dayton Hall asked if the City Council would like a work meeting. Councilman Hirschi would like
32 the District to work with us more. When they say there is water for ten more years, they
33 assumed canal water shares could be used. Mr. Hall stated if we don't reduce how much per lot
34 is used then we will run out of water sooner. Councilman Hirschi pointed out slowing the
35 growth would help too. Mr. Hall stated Hurricane City has the largest land mass to develop.
36 Mayor Billings stated a work meeting is a good idea, but she would like the District to bring
37 statistics to show the Council. The City Council agreed that a work meeting with the Water
38 Conservancy District is necessary before a decision can be made.

39
40 David Hirschi motioned to continue Resolution 2023-04. Seconded by Joseph Prete. Kevin
41 Thomas, Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete – aye. Motion carried
42 unanimously.

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

Joseph Prete motioned to go into a closed session to discuss the purchase or exchange of real property. Seconded by David Hirschi. Kevin Thomas, Doug Heideman, Dave Sanders, Joseph Prete, and David Hirschi – aye. Motion carried unanimously.

Adjournment: adjourned at 11:56 p.m.

DRAFT



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

Yea ☒ No ☐

Adam Bowler

Yea ☒ No ☐

Chris Hart

Yea ☒ No ☐

Victor Iverson

Yea ☐ No ☐

Ken Neilson

Yea ☒ No ☐

Michele Randall

Yea ☒ No ☐

Kevin Tervort

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:

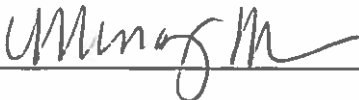
1. A monthly standby fee of up to \$25 per month per lot or equivalent residential connection from the time a will-serve agreement is executed by the District and the property owner until the District receives valid notice that the property has been connected to the system. If the standby fee is collected 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

Consideration and possible approval of **access improvements to the historic Will Hinton Cistern**-Arthur LeBaron

Discussion:

The Will Hinton Cistern is located along the Hurricane Canal at approximately 650 South 60 East. A trail has been roughed in by the Historical Committee and concerns have been raised about parking and safety, and no official approvals were obtained to do the work that has been done. The City has requested a drawing from the Historical Committee that shows a plan of development for the Will Hinton Cistern Access. A drawing has been provided and Mayor and staff feel it appropriate to have Council approval before proceeding further.

Findings:

Citizen concerns have been raised about a conflict between vehicles being parked near the Cistern access and the turn-around that has long existed at the end of the paving on 60 East for the purpose of providing a place for large vehicles to turn around (garbage trucks primarily). Also the grading that has been done has caused the existing slopes to be steepened, making them more prone to erosion and slope stability issues below the canal.

Mayor and Staff have met with citizens, walked the site, and reviewed the drawings. The proposed drawing shows some parking spaces that will provide limited parking for people that want to park near the cistern access without creating a conflict with the turnaround. However, it is recommended that the parking spots be delineated on the ground so people know exactly where to park. Appropriate signage should be placed so people will not park on the pavement.

The drawings also show armoring of the slopes with basalt rock to address the slope stability and erosion issues. The rock armoring would not exceed 4 feet in height in order to be in compliance with maximum retaining wall heights without an engineered design. Lee Beatty from the Historical Committee told me that Derek Hall, a licensed contractor, has volunteered to place the rock. There has been no request for any participation by the City for this project besides approval for it to move forward.

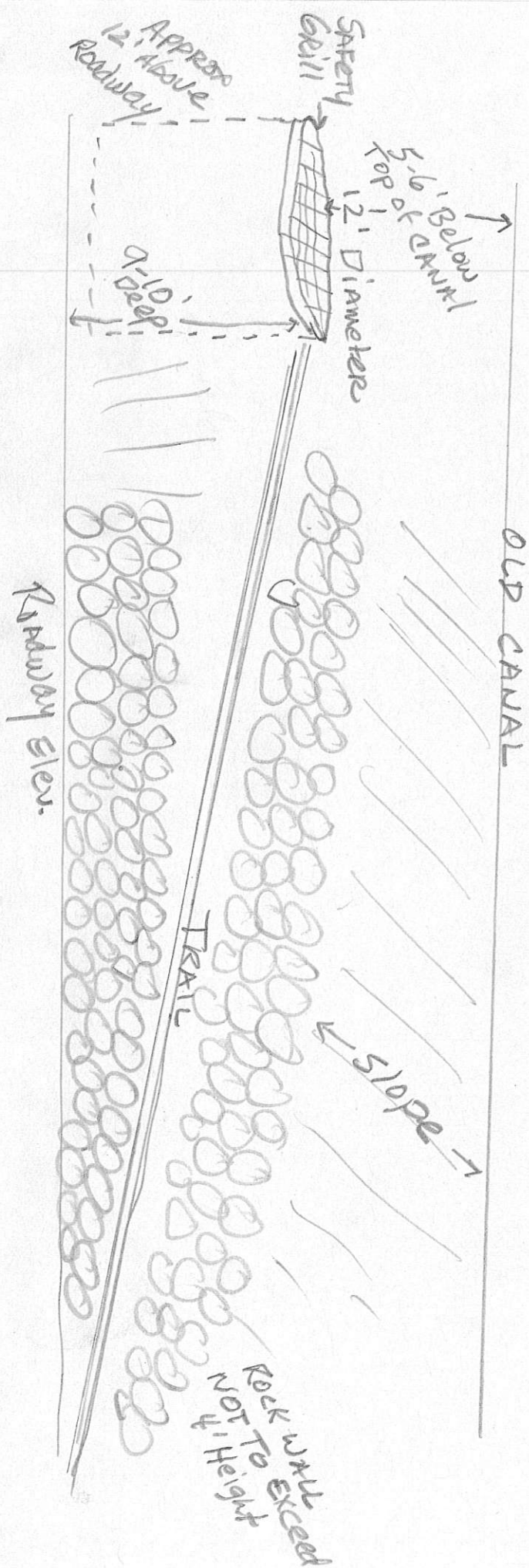
Recommendation:

Approve the proposed plan, subject to parking delineation and rock walls not exceeding 4 feet in height.

Attachments:

1. Cistern Access Plan & Profile 1-3-23

Will Hinton CISTERN



Top View



CANAL

future
parking

60 EAST ROADWAY



STAFF COMMENTS

Consideration and possible approval of **awarding a contract for the construction of the 700 West Project: 100 North to 400 North**-Arthur LeBaron

Discussion:

The City has completed design and right-of-way acquisition for the 700 West project from 100 North to 400 North. The bids will be opened on Tuesday, January 17, 2023 and a bid tabulation will be uploaded to the packet as soon as it can be compiled. The plans for the project include reconstructing the 700 W 100 N intersection with a round-a-bout, along with constructing a new roadway along the 700 West corridor that will provide a master planned connection between State Street and 600 North.

Findings:

A mandatory pre-bid meeting was held on Thursday, January 12, 2023 and many contractors were in attendance. A copy of the sign-in sheet is attached. We expect that there will be a lot of competition for the low bid on this project. Findings will be updated once the bids are opened and examined.

1/18/2023 Update: The City received 7 bids, together with statements of qualifications. All of the bid proposals are attached. After reviewing the bids and supporting documents, it is recommended that the project be awarded to Interstate Rock Products in the amount of \$2,604,591.05. Although this bid is not the lowest number, it is considered the lowest responsible bid based on the selection criteria that was advertised. For more details please see the following attachments:

20152_Contractor Letter of Recommendation
20152_Ridding Review
20152_Bidding Tabulation.

Additional attachments are available for your review, including the bids that were received and an Engineer's Estimate from late 2021.

Recommendation:

A recommendation will be updated once the bids are opened and examined.

Attachments:

1. 700 West Overall
2. 20252_Prebid_Sign-in Sheet_01.05.2023
3. 20152_Contractor Letter of Recommendation - Signed
4. 20152_Bidding Review_01172023

5. 20152_Bidding Tabulation-SIGNED_01172023
6. 20152_Engineer's Estimate_10-25-2021
7. Skyline Creations Inc
8. Feller Enterprises LLC
9. Interstate Rock Products
10. Sunroc Corporation
11. Progressive Contracting, Inc
12. Harward and Rees
13. Perco Rock Co

PLOT: 2022-05-16 03:28 PM
PATH: L:\UTAH\PROJECTS\ACTIVE 2020\F20152.00 - HURRICANE 700 WEST; 100 N TO 400 N\800 - CAD\640 - SHEETS\20152_SLDWG

SURVEY CONTROL POINTS				
POINT NO.	EASTING	NORTHING	POINT ELEV.	DESCRIPTION
1	616569.261'	535288.948'	3248.70'	MAG NAIL
2	615437.017'	535317.512'	3258.95'	MAG NAIL
3	615997.116'	535201.311'	3244.41'	AERIAL TARGET
4	615820.109'	536832.575'	3317.26'	MONUMENT/BRASS CAP
5	615816.854'	536612.546'	3310.59'	MONUMENT/BRASS CAP
6	615805.763'	535861.801'	3271.58'	MONUMENT/BRASS CAP

COORDINATE SYSTEM AND PROJECT INFORMATION

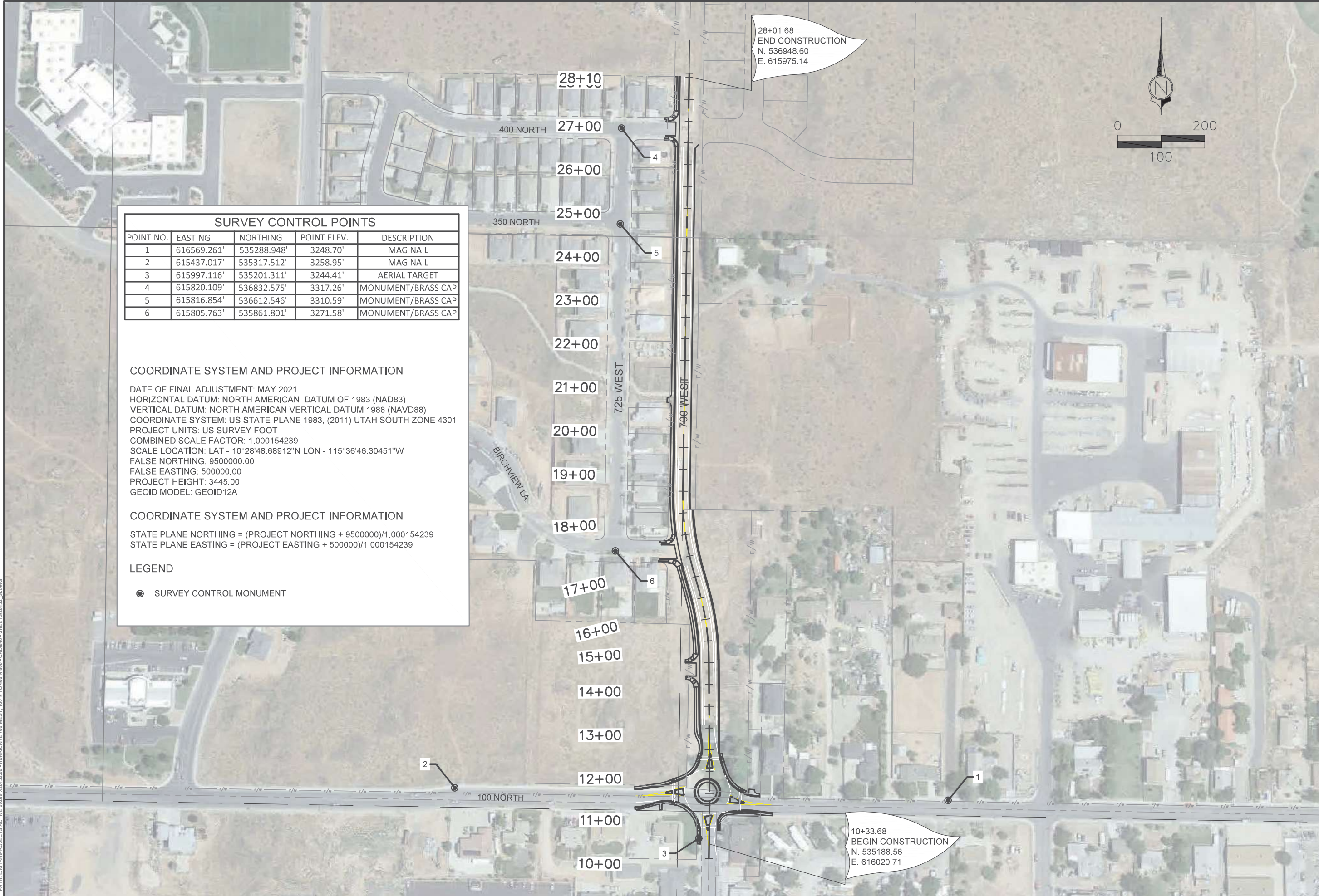
DATE OF FINAL ADJUSTMENT: MAY 2021
HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)
COORDINATE SYSTEM: US STATE PLANE 1983, (2011) UTAH SOUTH ZONE 4301
PROJECT UNITS: US SURVEY FOOT
COMBINED SCALE FACTOR: 1.000154239
SCALE LOCATION: LAT - 10°28'48.68912"N LON - 115°36'46.30451"W
FALSE NORTHING: 9500000.00
FALSE EASTING: 500000.00
PROJECT HEIGHT: 3445.00
GEOID MODEL: GEOID12A

COORDINATE SYSTEM AND PROJECT INFORMATION

STATE PLANE NORTHING = (PROJECT NORTHING + 9500000)/1.000154239
STATE PLANE EASTING = (PROJECT EASTING + 500000)/1.000154239

LEGEND

● SURVEY CONTROL MONUMENT



NO.	DESCRIPTION	BY	DATE

SURVEY CONTROL
HURRICANE CITY 700 WEST
ROADWAY CONSTRUCTION PROJECT
HURRICANE CITY, UTAH

PROJ #: Fc 20152
DRAWN BY: ABJ
DESIGN BY: AWS
CHECKED BY: CCH
SHEET

MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET

Project:	20252 700 West; 100 N to 400 N Hurricane City	Date:	January 5 th , 2023
Location:	Hurricane City Office 147 N. 870 W. Hurricane, UT		

Name	Company	Phone	E-Mail
Payton Bullock	Civil Science	(435) 669-5916	pbullock@civilscience.com
Burt Vincelette	Interstate Rock	435-680-2131	burt.vincelette@interstatelrock.com
Brig Rees	Harward and Rees	435-691-5255	brigr@harwardandrees.com
Scot Pectol	Whitaker Construction	435-773-8140	SCOT.Pectol@whitcon.com
JORDAN BARRETT	Sunroc	(435) 680-8300	JBARRETT@sunroc.com
Damon Esaney	Precision Controls	(435) 590-8615	Damon@precision.com
Bob Langnes	Feller Enterprises	435 680-1225	travis@fellerent.com
Pete MARTINEZ	Capital Pump & Equip.	702-219-4920	Pmartinez@cpumps.com
Milo Pickins	progressive contracting	435 668-8789	Milop@progressivecontracting.com
John Wilson	PLI	435-668-6101	John@progressivecontracting.com
Mike Evans	JP Excavating	435 656 1133	melisse@jpeccavating.com
ALAN Buoy	Western Rock	435-668-2602	Alan.Stech@westernrock.com
Cal Potter	CKC operations	435-646-3311	ckcoperationsllc.com
Tyler Waite	Punch List Excavation	702-715-1384	Punchlistservices.20@gmail.com
Kyrum Holm	Perco Rock	(435) 212-1008	estimating@percrock.com
Wes Adams	VanCon Inc.	(801) 592-8933	bid@wedgutah.com
Mike Veacovich	City	435-668-5620	mike@cityofhurricane.com

January 17, 2023

Arthur LeBaron
Hurricane City
147 N. 870 W.
Hurricane, UT 84737

RE: Engineer's Recommendation for Award of Bid – Bid Schedule (Contractor)
700 West Roadway Construction Project; 100 N to 400 N

Dear Mr. LeBaron,

After reviewing the Bids received on January 17, 2023, for the **700 West Roadway Construction Project; 100 N to 400 N**, and the Statement of Qualification and Project Approach scoring provided by the City, it has been determined that **Interstate Rock Products** has been ranked as the highest responsible, responsive Bidder for the Project according to the criterion outlined in the "Instructions to Bidders". We therefore recommend award of the Project to **Interstate Rock Products** in the amount of **\$2,604,591.05** as the Contractor for the subject Project.

I have attached the Bid Tabulation, an evaluation of the Bidder's Documents, Ranking Summary, and a Notice of Award, as outlined in the Contract Documents for the Project.

If Hurricane City chooses to accept our recommendation, please execute copies of the Notice of Award and we will forward them to **Interstate Rock Products** for acknowledgement.

Please let me know if you have any questions or concerns.

Respectfully,



Payton M. Bullock, P.E.
Project Engineer
Civil Science

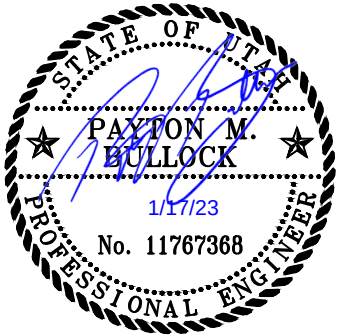
BIDDER REVIEW



ITEM DESCRIPTION	FORM / REQUIREMENT	Skyline Creations Inc.		Feller Enterprises		Interstate Rock Product		Sunroc Corporation		PCI		Harward and Rees		Perco Rock	
		SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT	
BIDDERS GENERAL INFORMATION	Contractor Information	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided
	Contractor Licenses Primary Classificaion	x	B100, E100	x	B100, E100	x	B100, E100	x	B100, E100	x	E100	x	B100, E100	x	B100, E100
	WIP (Limit, Status)	x	(\$150K, \$3 M)	x	(\$5 M, \$16 M)	x	(\$9.65 M, \$50 M)	x	(\$25 M, \$60 M)	x	(\$1.2 M, \$13 M)	x	(\$14 M, \$20 M)	x	(\$6 M, 20 M)
Qualifications (Category #1) 25 Points	*Experience to similar Project Scope, Past Performance	x	Related experience minimal, projects less than \$1M (concrete, landscaping, drainage, excavation)	x	Related experience minimal (Development, Commercial, Utility, roadway)	x	Related experience of similar proejects such as roadway, excavation, utilites, concrete. Similar Projects equivelant to costs and above.	x	Related experience of similar proejects such as roadway, roundabouts, excavation, utilites, concrete. Similar Projects equivelant to costs and above.	x	Related work includes excavation, roadways, utilite. Similar Project size equivalent to costs and above.	x	Related experience of similar proejects such as roadway, excavation, utilites, concrete. Similar Projects equivelant to costs and above.	-	Not Provided
	*References	-	No contact information provided	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided
	*Equipment	-	Provided	x	Provided	x	Provided	x	Provided	x	Provided	-	No Provided	x	Provided
	*Subcontractor/Subcontract work list	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided	x	Provided
	Points Subtotal	-	10 Points	-	20 Points	-	25 Points	-	25 Points	-	25 Points	-	20 Points	-	20 Points
Project Approach (Category #2) 25 Points	*Approach Covering Work Operations	x	High-level description of work	-	Not Provided	x	Defined approach provided	x	Defined approach provided	-	Not Provided	-	Not Provided	x	High-level description of work
	*Schedule (Proposed Start Date and Completion Date)	x	Overall narrative, no comment for 100 North	-	Not Provided	x	Defined Schedule Provided	x	Defined Schedule Provided	x	Defined Schedule Provided	-	Not Provided	x	Schedule Provided
	*Maintenance of Traffic, Access Accomodations	-	Not Provided	-	Not Provided	x	Provided in description	x	Provided in description	-	Not Provided	-	Not Provided	-	Not Provided
	*Public Involment (Agent, Qualifications, Etc.)	-	No comment regarding Access; No comment regarding PI	-	Not Provided	x	Provided in description	x	Provided in description	-	Not Provided	-	Not Provided	-	Not Provided
	Points Subtotal	-	10 Points	-	0 Points	-	25 Points	-	25 Points	-	15 Points	-	0 Points	x	15 Points
BID SCHEDULE (form) (Category #3) 50 Points	Bid Form (Amended Bid Form when Applicable), Addendum Acknowledgdged	-	NA	-	NA	-	NA	-	NA	-	NA	-	NA	-	NA
	Bid Schedule Complete (Amended when Applicable), Correct Math *Bid Price	-	NA	-	NA	-	NA	-	NA	-	NA	-	NA	-	NA
	No significant unbalances.	x	Error to item #4.	x	no errors	x	no errors	x	no errors	x	no errors	x	no errors	x	no errors
	Points Subtotal	-	50 Points	-	42 Points	-	38.50 Points	-	38 Points	-	37.50 Points	-	32.5 Points	-	31 Points
Bonding	Bid Bond	x	5% Provided	x	5% Provided	x	5% Provided	x	5% Provided	x	5% Provided	x	5% Provided	x	5% Provided
	Bonding Capacity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Points			70		62		88.5		88		77.5		52.5		66

*Indicates Point Ranking Category used by the Hurricane City

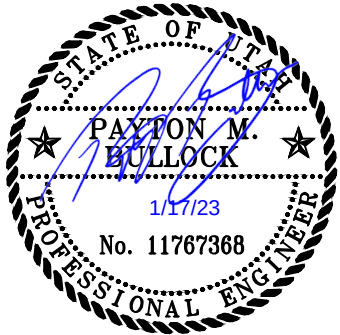
Hurricane City
700 West Roadway, 100 N to 400 N
Bid Opening Date:
Tuesday, January 17, 2023 @ 2:00 PM



BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Skyline Creations Inc.		Feller Enterprises LLC		Interstate Rock Products				
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount			
1	Mobilization & Demobilization	1	LS	\$	125,000.00	\$	125,000.00	\$	100,000.00	\$	110,500.00	
2	Traffic Control	1	LS	\$	18,000.00	\$	18,000.00	\$	13,485.32	\$	17,000.00	
3	Remove Building	1	LS	\$	15,000.00	\$	15,000.00	\$	9,573.55	\$	1,700.00	
4	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$	1.30	\$	32,035.90	\$	1.16	\$	28,585.88	
5	Remove Existing CMU Wall	594	LF	\$	26.00	\$	15,444.00	\$	15.45	\$	9,177.30	
6	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$	38,000.00	\$	38,000.00	\$	26,023.38	\$	19,100.00	
7	Roadway Excavation (Plan Qty)	6,990	CY	\$	35.00	\$	244,650.00	\$	15.22	\$	106,387.80	
8	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$	55.00	\$	100,320.00	\$	75.00	\$	136,800.00	
9	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$	135.00	\$	236,115.00	\$	133.25	\$	233,054.25	
10	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$	25.00	\$	63,450.00	\$	37.48	\$	95,124.24	
11	Modified Curb & Gutter Type RU30	45	LF	\$	25.00	\$	1,125.00	\$	115.47	\$	5,196.15	
12	2.5' Mountable Curb & Gutter w/ Base	246	LF	\$	25.00	\$	6,150.00	\$	34.96	\$	8,600.16	
13	10" Type B4 Curb w/ Base	138	LF	\$	21.00	\$	2,898.00	\$	41.40	\$	5,713.20	
14	10" Type B5 Curb	366	LF	\$	21.00	\$	7,686.00	\$	45.08	\$	16,499.28	
15	Standard Concrete Sidewalk w/ Base	10,653	SF	\$	7.00	\$	74,571.00	\$	7.50	\$	79,897.50	
16	Concrete Crosswalk / Island w/ Base (Stamped & Colored)	1,832	SF	\$	11.00	\$	20,152.00	\$	20.02	\$	36,676.64	
17	Concrete Apron w/ Base (Colored)	943	SF	\$	5.50	\$	5,186.50	\$	17.78	\$	16,766.54	
18	8' Standard Cross Gutter w/ Base	3	EA	\$	3,450.00	\$	10,350.00	\$	12,287.95	\$	36,863.85	
19	6" Loose Placed Riprap	122	CY	\$	68.00	\$	8,296.00	\$	74.29	\$	9,063.38	
20	Standard Corner Pedestrian Ramp w/ Base	6	EA	\$	3,200.00	\$	19,200.00	\$	1,800.00	\$	10,800.00	
21	Standard Parallel Pedestrian Ramp w/ Base	8	EA	\$	3,000.00	\$	24,000.00	\$	1,800.00	\$	14,400.00	
22	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$	345.00	\$	58,650.00	\$	509.08	\$	86,543.60	
23	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$	520.00	\$	124,800.00	\$	1,221.77	\$	293,224.80	
24	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$	5,200.00	\$	5,200.00	\$	11,550.08	\$	11,550.08	
25	6' Decorative Metal Privacy Fence	799	LF	\$	50.00	\$	39,950.00	\$	140.80	\$	112,499.20	
26	15" HP Drainage Pipe	246	LF	\$	62.00	\$	15,252.00	\$	80.18	\$	19,724.28	
27	18" HP Drainage Pipe	331	LF	\$	72.00	\$	23,832.00	\$	87.06	\$	28,816.86	
28	24" HP Drainage Pipe	201	LF	\$	84.00	\$	16,884.00	\$	116.68	\$	23,452.68	
29	3'X2' Concrete Drainage Structure w/ Grate or Inlet	8	EA	\$	3,200.00	\$	25,600.00	\$	5,693.45	\$	45,547.60	
30	5' 0 Standard Storm Drain Manhole	3	EA	\$	15,000.00	\$	45,000.00	\$	7,101.79	\$	21,305.37	
31	Underground Detention Facility	1	LS	\$	148,000.00	\$	148,000.00	\$	175,959.99	\$	175,959.99	
32	8" PVC C-900 Waterline	1,547	LF	\$	56.00	\$	86,632.00	\$	75.97	\$	117,525.59	
33	8" Waterline / Irrigation Connection	6	EA	\$	2,400.00	\$	14,400.00	\$	2,905.63	\$	17,433.78	
34	8" Gate Valve	6	EA	\$	2,800.00	\$	16,800.00	\$	4,877.98	\$	29,267.88	
35	1" Standard Air Vac w/ Blowoff	1	EA	\$	4,300.00	\$	4,300.00	\$	6,668.82	\$	6,668.82	
36	6" Fire Hydrant Assembly	3	EA	\$	5,785.00	\$	17,355.00	\$	10,590.16	\$	31,770.48	
37	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$	54.00	\$	83,106.00	\$	77.28	\$	118,933.92	
38	8" PVC SDR35 Sewer Line	334	LF	\$	37.00	\$	12,358.00	\$	67.46	\$	22,531.64	
39	8" Sewer Connection	1	EA	\$	1,500.00	\$	1,500.00	\$	2,201.60	\$	2,201.60	
40	5' 0 Stanard Sewer Manhole	1	EA	\$	11,200.00	\$	11,200.00	\$	8,489.56	\$	8,489.56	
41	4' 0 Standard Sewer Manhole	1	EA	\$	10,900.00	\$	10,900.00	\$	7,347.89	\$	7,347.89	
42	JUC & Power Trench (Install Only)	2,067	LF	\$	32.00	\$	66,144.00	\$	16.23	\$	33,547.41	
43	Pavement Marking Paint	1	LS	\$	15,000.00	\$	15,000.00	\$	6,866.93	\$	6,866.93	
44	Pavement Message Paint	1	LS	\$	5,480.00	\$	5,480.00	\$	3,708.88	\$	3,708.88	
45	Sign, Post, & Anchor	26	EA	\$	250.00	\$	6,500.00	\$	889.79	\$	23,134.54	
46	Irrigation System & Cennection (Complete)	1	LS	\$	8,700.00	\$	8,700.00	\$	77,115.22	\$	77,115.22	
47	Landscaping (Complete)	1	LS	\$	68,000.00	\$	68,000.00	\$	58,492.41	\$	58,492.41	
TOTAL					TOTAL \$	1,999,172.40		TOTAL \$	2,382,349.43		TOTAL \$	2,604,591.05
Represents Bid Error & Correction				Item #4 Shown as \$30,804.00 in Bid Schedule								

Hurricane City
700 West Roadway, 100 N to 400 N
Bid Opening Date:
Tuesday, January 17, 2023 @ 2:00 PM

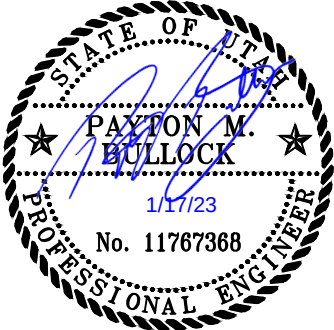


BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Sunroc Corporation		Progressive Contracting, Inc.		Harward and Rees	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Mobilization & Demobilization	1	LS	\$	155,000.00	\$	155,000.00	\$	278,000.00
2	Traffic Control	1	LS	\$	24,000.00	\$	24,000.00	\$	25,000.00
3	Remove Building	1	LS	\$	9,000.00	\$	9,000.00	\$	20,000.00
4	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$	0.65	\$	16,017.95	\$	73,929.00
5	Remove Existing CMU Wall	594	LF	\$	24.70	\$	14,671.80	\$	8,910.00
6	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$	25,000.00	\$	25,000.00	\$	25,000.00
7	Roadway Excavation (Plan Qty)	6,990	CY	\$	34.20	\$	239,058.00	\$	195,720.00
8	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$	34.90	\$	63,657.60	\$	100,320.00
9	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$	102.00	\$	178,398.00	\$	192,390.00
10	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$	26.75	\$	67,891.50	\$	114,210.00
11	Modified Curb & Gutter Type RU30	45	LF	\$	38.50	\$	1,732.50	\$	3,375.00
12	2.5' Mountable Curb & Gutter w/ Base	246	LF	\$	35.20	\$	8,659.20	\$	12,546.00
13	10" Type B4 Curb w/ Base	138	LF	\$	35.50	\$	4,899.00	\$	6,210.00
14	10" Type B5 Curb	366	LF	\$	24.50	\$	8,967.00	\$	14,640.00
15	Standard Concrete Sidewalk w/ Base	10,653	SF	\$	6.65	\$	70,842.45	\$	149,142.00
16	Concrete Crosswalk / Island w/ Base (Stamped & Colored)	1,832	SF	\$	25.00	\$	45,800.00	\$	47,632.00
17	Concrete Apron w/ Base (Colored)	943	SF	\$	27.00	\$	25,461.00	\$	28,290.00
18	8' Standard Cross Gutter w/ Base	3	EA	\$	11,000.00	\$	33,000.00	\$	24,600.00
19	6" Loose Placed Riprap	122	CY	\$	54.00	\$	6,588.00	\$	10,370.00
20	Standard Corner Pedestrian Ramp w/ Base	6	EA	\$	2,950.00	\$	17,700.00	\$	31,200.00
21	Standard Parallel Pedestrian Ramp w/ Base	8	EA	\$	3,550.00	\$	28,400.00	\$	32,000.00
22	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$	965.00	\$	164,050.00	\$	174,250.00
23	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$	2,380.00	\$	571,200.00	\$	552,000.00
24	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$	16,220.00	\$	16,220.00	\$	42,500.00
25	6' Decorative Metal Privacy Fence	799	LF	\$	175.00	\$	139,825.00	\$	83,895.00
26	15" HP Drainage Pipe	246	LF	\$	82.00	\$	20,172.00	\$	13,776.00
27	18" HP Drainage Pipe	331	LF	\$	108.00	\$	35,748.00	\$	20,522.00
28	24" HP Drainage Pipe	201	LF	\$	135.00	\$	27,135.00	\$	17,085.00
29	3'X2' Concrete Drainage Structure w/ Grate or Inlet	8	EA	\$	3,800.00	\$	30,400.00	\$	33,600.00
30	5' 0 Standard Storm Drain Manhole	3	EA	\$	5,500.00	\$	16,500.00	\$	19,500.00
31	Underground Detention Facility	1	LS	\$	140,000.00	\$	140,000.00	\$	210,000.00
32	8" PVC C-900 Waterline	1,547	LF	\$	48.00	\$	74,256.00	\$	95,914.00
33	8" Waterline / Irrigation Connection	6	EA	\$	1,615.00	\$	9,690.00	\$	27,000.00
34	8" Gate Valve	6	EA	\$	4,000.00	\$	24,000.00	\$	16,800.00
35	1" Standard Air Vac w/ Blowoff	1	EA	\$	7,150.00	\$	7,150.00	\$	6,000.00
36	6" Fire Hydrant Assembly	3	EA	\$	9,500.00	\$	28,500.00	\$	22,200.00
37	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$	48.50	\$	74,641.50	\$	92,340.00
38	8" PVC SDR35 Sewer Line	334	LF	\$	78.00	\$	26,052.00	\$	31,730.00
39	8" Sewer Connection	1	EA	\$	550.00	\$	550.00	\$	2,000.00
40	5' 0 Stanard Sewer Manhole	1	EA	\$	6,600.00	\$	6,600.00	\$	8,500.00
41	4' 0 Standard Sewer Manhole	1	EA	\$	5,600.00	\$	5,600.00	\$	8,000.00
42	JUC & Power Trench (Install Only)	2,067	LF	\$	14.50	\$	29,971.50	\$	45,474.00
43	Pavement Marking Paint	1	LS	\$	5,200.00	\$	5,200.00	\$	4,000.00
44	Pavement Message Paint	1	LS	\$	2,700.00	\$	2,700.00	\$	2,800.00
45	Sign, Post, & Anchor	26	EA	\$	700.00	\$	18,200.00	\$	31,200.00
46	Irrigation System & Cennection (Complete)	1	LS	\$	61,000.00	\$	61,000.00	\$	65,000.00
47	Landscaping (Complete)	1	LS	\$	46,000.00	\$	46,000.00	\$	50,000.00
TOTAL				TOTAL \$	2,626,105.00	TOTAL \$	2,652,813.80	TOTAL \$	3,069,570.00

Represents Bid Error & Correction

Hurricane City
700 West Roadway, 100 N to 400 N
Bid Opening Date:
Tuesday, January 17, 2023 @ 2:00 PM



BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Perko Rock Co.	
				Unit Cost	Amount
1	Mobilization & Demobilization	1	LS	\$ 234,070.00	\$ 234,070.00
2	Traffic Control	1	LS	\$ 37,990.00	\$ 37,990.00
3	Remove Building	1	LS	\$ 8,212.00	\$ 8,212.00
4	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ 1.00	\$ 24,643.00
5	Remove Existing CMU Wall	594	LF	\$ 24.00	\$ 14,256.00
6	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 36,177.00	\$ 36,177.00
7	Roadway Excavation (Plan Qty)	6,990	CY	\$ 21.00	\$ 146,790.00
8	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 58.00	\$ 105,792.00
9	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 138.00	\$ 241,362.00
10	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 41.00	\$ 104,058.00
11	Modified Curb & Gutter Type RU30	45	LF	\$ 75.00	\$ 3,375.00
12	2.5' Mountable Curb & Gutter w/ Base	246	LF	\$ 50.00	\$ 12,300.00
13	10" Type B4 Curb w/ Base	138	LF	\$ 44.00	\$ 6,072.00
14	10" Type B5 Curb	366	LF	\$ 29.00	\$ 10,614.00
15	Standard Concrete Sidewalk w/ Base	10,653	SF	\$ 10.00	\$ 106,530.00
16	Concrete Crosswalk / Island w/ Base (Stamped & Colored)	1,832	SF	\$ 20.00	\$ 36,640.00
17	Concrete Apron w/ Base (Colored)	943	SF	\$ 24.00	\$ 22,632.00
18	8' Standard Cross Gutter w/ Base	3	EA	\$ 11,062.00	\$ 33,186.00
19	6" Loose Placed Riprap	122	CY	\$ 95.00	\$ 11,590.00
20	Standard Corner Pedestrian Ramp w/ Base	6	EA	\$ 6,400.00	\$ 38,400.00
21	Standard Parallel Pedestrian Ramp w/ Base	8	EA	\$ 4,555.00	\$ 36,440.00
22	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 1,378.00	\$ 234,260.00
23	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 3,014.00	\$ 723,360.00
24	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 76,905.00	\$ 76,905.00
25	6' Decorative Metal Privacy Fence	799	LF	\$ 135.00	\$ 107,865.00
26	15" HP Drainage Pipe	246	LF	\$ 67.00	\$ 16,482.00
27	18" HP Drainage Pipe	331	LF	\$ 75.00	\$ 24,825.00
28	24" HP Drainage Pipe	201	LF	\$ 100.00	\$ 20,100.00
29	3'X2' Concrete Drainage Structure w/ Grate or Inlet	8	EA	\$ 5,362.00	\$ 42,896.00
30	5' 0 Standard Storm Drain Manhole	3	EA	\$ 6,091.00	\$ 18,273.00
31	Underground Detention Facility	1	LS	\$ 151,061.00	\$ 151,061.00
32	8" PVC C-900 Waterline	1,547	LF	\$ 78.00	\$ 120,666.00
33	8" Waterline / Irrigation Connection	6	EA	\$ 1,388.00	\$ 8,328.00
34	8" Gate Valve	6	EA	\$ 4,979.00	\$ 29,874.00
35	1" Standard Air Vac w/ Blowoff	1	EA	\$ 7,333.00	\$ 7,333.00
36	6" Fire Hydrant Assembly	3	EA	\$ 8,661.00	\$ 25,983.00
37	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$ 70.00	\$ 107,730.00
38	8" PVC SDR35 Sewer Line	334	LF	\$ 67.00	\$ 22,378.00
39	8" Sewer Connection	1	EA	\$ 4,566.00	\$ 4,566.00
40	5' 0 Stanard Sewer Manhole	1	EA	\$ 7,967.00	\$ 7,967.00
41	4' 0 Standard Sewer Manhole	1	EA	\$ 7,258.00	\$ 7,258.00
42	JUC & Power Trench (Install Only)	2,067	LF	\$ 28.00	\$ 57,876.00
43	Pavement Marking Paint	1	LS	\$ 5,881.00	\$ 5,881.00
44	Pavement Message Paint	1	LS	\$ 3,071.00	\$ 3,071.00
45	Sign, Post, & Anchor	26	EA	\$ 518.00	\$ 13,468.00
46	Irrigation System & Cennection (Complete)	1	LS	\$ 50,632.00	\$ 50,632.00
47	Landscaping (Complete)	1	LS	\$ 83,544.00	\$ 83,544.00
TOTAL				TOTAL \$	3,243,711.00
Represents Bid Error & Correction					

Hurricane City
700 West Roadway, 100 N to 400 N
Bid Opening Date:
Tuesday, January 17, 2023 @ 2:00 PM

BID TABULATION

NO.	ITEM DESCRIPTION	QTY	UNIT	Skyline Creations Inc.				Feller Enterprises LLC				Interstate Rock Products				Sunroc Corporation				Progressive Contracting, Inc.				Harward and Rees				Perko Rock Co.			
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount						
1	Mobilization & Demobilization	1	LS	\$	125,000.00	\$	125,000.00	\$	100,000.00	\$	100,000.00	\$	110,500.00	\$	110,500.00	\$	155,000.00	\$	155,000.00	\$	200,000.00	\$	200,000.00	\$	278,000.00	\$	278,000.00	\$	234,070.00	\$	234,070.00
2	Traffic Control	1	LS	\$	18,000.00	\$	18,000.00	\$	13,485.32	\$	13,485.32	\$	17,000.00	\$	17,000.00	\$	24,000.00	\$	24,000.00	\$	14,000.00	\$	14,000.00	\$	25,000.00	\$	25,000.00	\$	37,990.00	\$	37,990.00
3	Remove Building	1	LS	\$	15,000.00	\$	15,000.00	\$	9,573.55	\$	9,573.55	\$	1,700.00	\$	1,700.00	\$	9,000.00	\$	9,000.00	\$	8,000.00	\$	8,000.00	\$	20,000.00	\$	20,000.00	\$	8,212.00	\$	8,212.00
4	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$	1.30	\$	32,035.90	\$	1.16	\$	28,585.88	\$	0.30	\$	7,392.90	\$	0.65	\$	16,017.95	\$	1.20	\$	29,571.60	\$	3.00	\$	73,929.00	\$	1.00	\$	24,643.00
5	Remove Existing CMU Wall	594	LF	\$	26.00	\$	15,444.00	\$	15.45	\$	9,177.30	\$	10.50	\$	6,237.00	\$	24.70	\$	14,671.80	\$	14.00	\$	8,316.00	\$	15.00	\$	8,910.00	\$	24.00	\$	14,256.00
6	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$	38,000.00	\$	38,000.00	\$	26,023.38	\$	26,023.38	\$	19,100.00	\$	19,100.00	\$	25,000.00	\$	25,000.00	\$	12,000.00	\$	12,000.00	\$	25,000.00	\$	25,000.00	\$	36,177.00	\$	36,177.00
7	Roadway Excavation (Plan Qty)	6,990	CY	\$	35.00	\$	244,650.00	\$	15.22	\$	106,387.80	\$	36.00	\$	251,640.00	\$	34.20	\$	239,058.00	\$	24.00	\$	167,760.00	\$	28.00	\$	195,720.00	\$	21.00	\$	146,790.00
8	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$	55.00	\$	100,320.00	\$	75.00	\$	136,800.00	\$	45.50	\$	82,992.00	\$	34.90	\$	63,657.60	\$	40.00	\$	72,960.00	\$	55.00	\$	100,320.00	\$	58.00	\$	105,792.00
9	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$	135.00	\$	236,115.00	\$	133.25	\$	233,054.25	\$	100.00	\$	174,900.00	\$	102.00	\$	178,398.00	\$	118.00	\$	206,382.00	\$	110.00	\$	192,390.00	\$	138.00	\$	241,362.00
10	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$	25.00	\$	63,450.00	\$	37.48	\$	95,124.24	\$	23.50	\$	59,643.00	\$	26.75	\$	67,891.50	\$	35.00	\$	88,830.00	\$	45.00	\$	114,210.00	\$	41.00	\$	104,058.00
11	Modified Curb & Gutter Type RU30	45	LF	\$	25.00	\$	1,125.00	\$	115.47	\$	5,196.15	\$	35.00	\$	1,575.00	\$	38.50	\$	1,732.50	\$	67.00	\$	3,015.00	\$	75.00	\$	3,375.00	\$	75.00	\$	3,375.00
12	2.5' Mountable Curb & Gutter w/ Base	246	LF	\$	25.00	\$	6,150.00	\$	34.96	\$	8,600.16	\$	35.00	\$	8,610.00	\$	35.20	\$	8,659.20	\$	44.00	\$	10,824.00	\$	51.00	\$	12,546.00	\$	50.00	\$	12,300.00
13	10" Type B4 Curb w/ Base	138	LF	\$	21.00	\$	2,898.00	\$	41.40	\$	5,713.20	\$	36.50	\$	5,037.00	\$	35.50	\$	4,899.00	\$	40.00	\$	5,520.00	\$	45.00	\$	6,210.00	\$	44.00	\$	6,072.00
14	10" Type B5 Curb	366	LF	\$	21.00	\$	7,686.00	\$	45.08	\$	16,499.28	\$	23.00	\$	8,418.00	\$	24.50	\$	8,967.00	\$	28.00	\$	10,248.00	\$	40.00	\$	14,640.00	\$	29.00	\$	10,614.00
15	Standard Concrete Sidewalk w/ Base	10,653	SF	\$	7.00	\$	74,571.00	\$	7.50	\$	79,897.50	\$	6.55	\$	69,777.15	\$	6.65	\$	70,842.45	\$	8.40	\$	89,485.20	\$	14.00	\$	149,142.00	\$	10.00	\$	106,530.00
16	Concrete Crosswalk / Island w/ Base (Stamped & Colored)	1,832	SF	\$	11.00	\$	20,152.00	\$	20.02	\$	36,676.64	\$	20.50	\$	37,556.00	\$	25.00	\$	45,800.00	\$	24.00	\$	43,968.00	\$	26.00	\$	47,632.00	\$	20.00	\$	36,640.00
17	Concrete Apron w/ Base (Colored)	943	SF	\$	5.50	\$	5,186.50	\$	17.78	\$	16,766.54	\$	32.00	\$	30,176.00	\$	27.00	\$	25,461.00	\$	24.00	\$	22,632.00	\$	30.00	\$	28,290.00	\$	24.00	\$	22,632.00
18	8' Standard Cross Gutter w/ Base	3	EA	\$	3,450.00	\$	10,350.00	\$	12,287.95	\$	36,863.85	\$	6,050.00	\$	18,150.00	\$	11,000.00	\$	33,000.00	\$	8,000.00	\$	24,000.00	\$	8,200.00	\$	24,600.00	\$	11,062.00	\$	33,186.00
19	6" Loose Placed Riprap	122	CY	\$	68.00	\$	8,296.00	\$	74.29	\$	9,063.38	\$	43.50	\$	5,307.00	\$	54.00	\$	6,588.00	\$	20.00	\$	2,440.00	\$	85.00	\$	10,370.00	\$	95.00	\$	11,590.00
20	Standard Corner Pedestrian Ramp w/ Base	6	EA	\$	3,200.00	\$	19,200.00	\$	1,800.00	\$	10,800.00	\$	3,450.00	\$	20,700.00	\$	2,950.00	\$	17,700.00	\$	5,600.00	\$	33,600.00	\$	5,200.00	\$	31,200.00	\$	6,400.00	\$	38,400.00
21	Standard Parallel Pedestrian Ramp w/ Base	8	EA	\$	3,000.00	\$	24,000.00	\$	1,800.00	\$	14,400.00	\$	3,450.00	\$	27,600.00	\$	3,550.00	\$	28,400.00	\$	4,200.00	\$	33,600.00	\$	4,000.00	\$	32,000.00	\$	4,555.00	\$	36,440.00
22	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$	345.00	\$	58,650.00	\$	509.08	\$	86,543.60	\$	840.00	\$	142,800.00	\$	965.00	\$	164,050.00	\$	940.00	\$	159,800.00	\$	1,025.00	\$	174,250.00	\$	1,378.00	\$	234,260.00
23	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$	520.00	\$	124,800.00	\$	1,221.77	\$	293,224.80	\$	1,600.00	\$	384,000.00	\$	2,380.00	\$	571,200.00	\$	2,000.00	\$	480,000.00	\$	2,300.00	\$	552,000.00	\$	3,014.00	\$	723,360.00
24	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$	5,200.00	\$	5,200.00	\$	11,550.08	\$	11,550.08	\$	46,600.00	\$	46,600.00	\$	16,220.00	\$	16,220.00	\$	28,000.00	\$	28,000.00	\$	42,500.00	\$	42,500.00	\$	76,905.00	\$	76,905.00
25	6' Decorative Metal Privacy Fence	799	LF	\$	50.00	\$	39,950.00	\$	140.80	\$	112,499.20	\$	110.00	\$	87,890.00	\$	175.00	\$	139,825.00	\$	106.00	\$	84,694.00	\$	105.00	\$	83,895.00	\$	135.00	\$	107,865.00
26	15" HP Drainage Pipe	246	LF	\$	62.00	\$	15,252.00	\$	80.18	\$	19,724.28	\$	200.00	\$	49,200.00	\$	82.00	\$	20,172.00	\$	66.00	\$	16,236.00	\$	56.00	\$	13,776.00	\$	67.00	\$	16,482.00
27	18" HP Drainage Pipe	331	LF	\$	72.00	\$	23,832.00	\$	87.06	\$	28,816.86	\$	150.00	\$	49,650.00	\$	108.00	\$	35,748.00	\$	75.00	\$	24,825.00	\$	62.00	\$	20,522.00	\$	75.00	\$	24,825.00
28	24" HP Drainage Pipe	201	LF	\$	84.00	\$	16,884.00	\$	116.68	\$	23,452.68	\$	160.00	\$	32,160.00	\$	135.00	\$	27,135.00	\$	98.00	\$	19,698.00	\$	85.00	\$	17,085.00	\$	100.00	\$	20,100.00
29	3'X2' Concrete Drainage Structure w/ Grate or Inlet	8	EA	\$	3,200.00	\$	25,600.00	\$	5,693.45	\$	45,547.60	\$	4,000.00	\$	32,000.00	\$	3,800.00	\$	30,400.00	\$	6,700.00	\$	53,600.00	\$	4,200.00	\$	33,600.00	\$	5,362.00	\$	42,896.00
30	5' 0 Standard Storm Drain Manhole	3	EA	\$	15,000.00	\$	45,000.00	\$	7,101.79	\$	21,305.37	\$	6,050.00	\$	18,150.00	\$	5,500.00	\$	16,500.00	\$	10,000.00	\$	30,000.00	\$	6,500.00	\$	19,500.00	\$	30,127.00	\$	39,173.00
31	Underground Detention Facility	1	LS	\$	148,000.00	\$	148,000.00	\$	175,959.99	\$	175,959.99	\$	190,500.00	\$	190,500.00	\$	140,000.00	\$	140,000.00	\$	137,000.00	\$	137,000.00	\$	210,000.00	\$	210,000.00	\$	151,061.00	\$	151,061.00
32	8" PVC C-900 Waterline	1,547	LF	\$	56.00	\$	86,632.00	\$	75.97	\$	117,525.59	\$	84.50	\$	130,721.50	\$	48.00	\$	74,256.00	\$	70.00	\$	108,290.00	\$	62.00	\$	95,914.00	\$	78.00	\$	120,666.00
33	8" Waterline / Irrigation Connection	6	EA	\$	2,400.00	\$	14,400.00	\$	2,905.63	\$	17,433.78	\$	1,900.00	\$	11,400.00	\$	1,615.00	\$	9,690.00	\$	3,300.00	\$	19,800.00	\$	4,500.00	\$	27,000.00	\$	4,500.00	\$	27,000.00
34	8" Gate Valve	6	EA	\$	2,800.00	\$	16,800.00	\$	4,877.98	\$	29,267.88	\$	3,900.00	\$	23,400.00	\$	4,000.00	\$	24,000.00	\$	3,500.00	\$	21,000.00	\$	2,800.00	\$	16,800.00	\$	4,979.00	\$	29,874.00
35	1" Standard Air Vac w/ Blowoff	1	EA																												

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	1	LS	\$ 134,500.00	\$ 134,500.00
2	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
3	Remove Building	1	LS	\$ 10,000.00	\$ 10,000.00
4	Remove Asphalt, Sidewalk, Curb & Gutter	24643	SF	\$ 2.00	\$ 49,286.00
5	Remove Existing CMU Wall	594	LF	\$ 5.00	\$ 2,970.00
6	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 10,000.00	\$ 10,000.00
7	Roadway Excavation (Plan Qty)	6990	CY	\$ 10.00	\$ 69,900.00
8	Roadway Untreated Base Course (Plan Qty)	1824	CY	\$ 26.00	\$ 47,424.00
9	Hot Mix Asphalt 1/2 Inch, AC-30	1749	TON	\$ 85.00	\$ 148,665.00
10	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2538	LF	\$ 25.00	\$ 63,450.00
11	Modified Curb & Gutter Type RU30	45	LF	\$ 30.00	\$ 1,350.00
12	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 30.00	\$ 7,380.00
13	10" Type B4 Curb W/ Base	138	LF	\$ 25.00	\$ 3,450.00
14	10" Type B5 Curb	366	LF	\$ 25.00	\$ 9,150.00
15	Standard Concrete Sidewalk W/ Base	10653	SF	\$ 5.00	\$ 53,265.00
16	Concrete Crosswalk / Island W/ Base (Stamped & C	1832	SF	\$ 7.00	\$ 12,824.00
17	Concrete Apron W Base (Colored)	943	SF	\$ 8.00	\$ 7,544.00
18	8' Standard Cross Gutter W/ Base	3	EA	\$ 10,000.00	\$ 30,000.00
19	6" Loose Placed Riprap	122	CY	\$ 35.00	\$ 4,270.00
20	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 3,000.00	\$ 18,000.00
21	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 3,000.00	\$ 24,000.00
22	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 300.00	\$ 51,000.00
23	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 900.00	\$ 216,000.00
24	Reconstruct CMU Privacy Wall & Restore Surface In	1	LS	\$ 15,000.00	\$ 15,000.00
25	6' Decorative Metal Privacy Fence	799	LF	\$ 35.00	\$ 27,965.00
26	15" HP Drainage Pipe	246	LF	\$ 40.00	\$ 9,840.00
27	18" HP Drainage Pipe	331	LF	\$ 50.00	\$ 16,550.00
28	24" HP Drainage Pipe	201	LF	\$ 75.00	\$ 15,075.00
29	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 3,000.00	\$ 24,000.00
30	5' Ø Standard Storm Drain Manhole	3	EA	\$ 5,000.00	\$ 15,000.00
31	Underground Detention Facility	1	LS	\$ 90,000.00	\$ 90,000.00
32	8" PVC C-900 Waterline	1547	LF	\$ 35.00	\$ 54,145.00
33	8" Waterline / Irrigation Connection	6	EA	\$ 2,000.00	\$ 12,000.00
34	8" Gate Valve	6	EA	\$ 2,200.00	\$ 13,200.00
35	1" Standard Air Vac W/ Blowoff	1	EA	\$ 5,000.00	\$ 5,000.00
36	6" Fire Hydrant Assembly	3	EA	\$ 7,500.00	\$ 22,500.00
37	8" PVC C-900 Pressurized Irrigation Line	1539	LF	\$ 30.00	\$ 46,170.00

10%

38	8" PVC SDR35 Sewer Line	334	LF	\$	50.00	\$	16,700.00
39	8" Sewer Connection	1	EA	\$	2,000.00	\$	2,000.00
40	5' Ø Standard Sewer Manhole	1	EA	\$	6,000.00	\$	6,000.00
41	4' Ø Standard Sewer Manhole	1	EA	\$	6,000.00	\$	6,000.00
42	JUC & Power Trench (Install Only)	2067	LF	\$	30.00	\$	62,010.00
43	Pavement Marking Paint	1	LS	\$	15,000.00	\$	15,000.00
44	Pavement Message Paint	1	LS	\$	3,000.00	\$	3,000.00
45	Sign, Post, & Anchor	26	EA	\$	500.00	\$	13,000.00
46	Irrigation System & Connection (Complete)	1	LS	\$	15,000.00	\$	15,000.00
47	Landscaping (Complete)	1	LS	\$	15,000.00	\$	15,000.00
Subtotal						\$	1,509,583.00
Contingency						10%	\$ 150,958.30
CONSTRUCTION TOTAL						\$	1,660,541.30

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

CONTRACTOR:

(Name, legal status and address)

Skyline Creations, Inc.
366 E. Taylor Rd.
Parowan, UT 84761

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

5 % Percent of the Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)
700 West Roadway

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

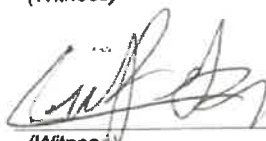
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17 day of February, 2023


(Witness)


(Witness)

Skyline Creations, Inc.
(Contractor as Principal) (Seal)

PRESIDENT
(Title)

Selective Insurance Company of America
(Surety) (Seal)


(Title) Kathy Avery, Attorney-in-Fac

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Kathy Avery**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,000,000.00**

Signed this 22nd day of December, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

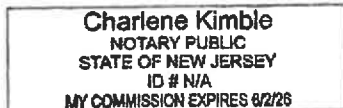


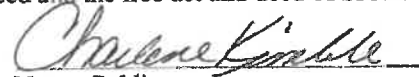
STATE OF NEW JERSEY :

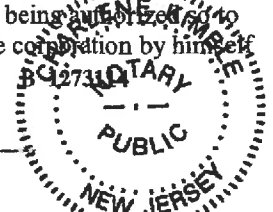
:ss. Branchville

COUNTY OF SUSSEX :

On this 22nd day of December, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 22nd day of December, 2022.


Michael H. Lanza, SICA Corporate Secretary



BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

SKYLINE CREATIONS INC.

B) CONTRACTOR's Telephone Number:

435-590-9157

C) CONTRACTOR's Email Address:

INFO@SKYCINC.COM

D) CONTRACTOR's Licenses Primary Classification:

☒ B100 ☐ E100 ☐ Other:

State License No. and Expiration Date (Attach a Copy):

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$ 3M Current Status of WIP: \$ 150K

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any.
- i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1/17/2023

Proposal of SKYLINE CREATIONS INC. (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a GENERAL CONTRACTOR to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: SKYLINE CREATIONS INC

Seal (if Bid is by Corporation)

Business Address: P.O. Box 841

PAROWAN UT 84761

Representative Name: MICHAEL BRADSHAW

Signature: MTB

Title: PRESIDENT

Attest Signature: Heather Bradshaw

Date: 1/17/23

Attest Name: Heather Bradshaw

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
 LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY

700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N

UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ 125,000	\$ 125,000
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ 18,000	\$ 18,000
3	02 41 13 01 29 00	Remove Building	1	LS	\$ 15,000	\$ 15,000
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ 1.3	\$ 30,804
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ 26	\$ 15,444
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 38,000	\$ 38,000
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ 35	\$ 244,650
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 55	\$ 100,320
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 135	\$ 236,115
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 25	\$ 63,450
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ 25	\$ 1,125
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 25	\$ 6,150

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ 21	\$ 2898
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ 21	\$ 7686
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ 7	\$ 74,571
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ 11	\$ 20,152
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ 5.5	\$ 5,187
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ 3450	\$ 10,350
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ 68	\$ 8,296
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 3,200	\$ 19,200
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 3,000	\$ 24,000
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 345	\$ 58,650
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 520	\$ 124,800
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 5,200	\$ 5,200
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ 50	\$ 39,950
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ 62	\$ 15,252
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ 72	\$ 23,832
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ 84	\$ 16,884
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 3,200	\$ 25,600
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ 15,000	\$ 45,000
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ 148,000	\$ 148,000
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ 56	\$ 86,632
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ 2400	\$ 14,400

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$ 2800	\$ 16,800
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$ 4,300	\$ 4,300
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$ 5,785	\$ 17,355
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$ 54	\$ 83,106
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$ 37	\$ 12,358
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$ 1,500	\$ 1,500
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$ 11,200	\$ 11,200
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$ 10,900	\$ 10,900
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$ 32	\$ 66,144
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$ 15,000	\$ 15,000
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$ 5,480	\$ 5,480
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$ 250	\$ 6,500
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$ 8,700	\$ 8,700
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$ 68,000	\$ 68,000
TOTAL AMOUNT						\$ 1,997,940

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.



Skyline Creations Inc
LIC# 11610513-5501
(435) 590-9157
info@skycinc.com
PO Box 841, Parowan UT, 84761

Construction Plan for Hurricane roadway at 700 West (Feb 25th to Aug 25th 2023)

1. Mobilization and Erosion Control.

It is our intent to start the project by mobilizing equipment to the staging area heretofore predetermined in the site visit. We will then mitigate any erosion possibilities by means of silt fencing and/or erosion socks.

2. Demolition, Clearing, Grubbing, Construction Staking, and Traffic Control.

We will demolish all buildings and debris outlined in the plans. We will clear all construction areas of trash, foliage, and any other unwanted debris. After all necessary areas are clear, GPS staking will commence the location of vital structures, utilities, roadway, and curb/gutter. The traffic control system will be set-up for directing traffic during the construction in the existing roadways.

3. Excavation, Trenching and Structural Concrete.

All excavation on the retaining wall footings, roadway, utilities, drainage structure, and roundabout construction will begin. Due to the shut-down of existing roadways the construction schedule will dictate the construction in these areas. Giving them priority for the entire project.

4. Utilities and Roadway Grading.

After the retaining walls are installed and utilities in the roadway have been installed, the grading of the roadway will commence. First preparing outlines of the roadway to receive new curb, gutter, and sidewalks.

5. Curb, Gutter, Asphalt, and Sidewalk.

Curb/gutter will be installed by slip form machine methods and asphalt will be installed using a lay-down machine. This will give the best quality and precision for the project. Sidewalks will be installed by hand after all curb/gutter and asphalt are installed.

6. Walls and Wrought Iron Fencing.

After major roadway work has been completed, the walls shall be installed/repared and the new wrought iron fence will be installed.

7. Road Markings and all Signage.

Near the conclusion of the project, the pavement markings and applicable signage will be installed.

8. Landscaping and irrigation.

Near the conclusion of the project, the irrigation system and all landscaping will be installed.

9. Clean-up and Demobilization.

The project areas will be thoroughly cleaned and all equipment, vehicles, staging will be removed.



Skyline Creations INC Statement of Qualifications

Work Experience

No.	Name	Location	Owner	Amount	Architect/Engr	Date Completed
1	WPX Energy Office Bldg 30,000 SQFT building with structural concrete and asphalt parking.	Midland, TX	WPX Energy	450k	WPX	7/15/18
2	Palisades Courtyard Structural concrete, curbing, landscaping, and drainage.	Palisades Complex, STG UT	Dan Smith	72k	PC Architects	2/22/19
3	Owen Springs Greenhouse Under ground geothermal system with concrete retaining walls, drainage, and glass structure.	Parowan UT	Owen Springs	815k	Skyline Creations	10/19/20
4	Santa Clara Pipeline/Trail 1800' of 12" C900 irrigation pipeline, structural bridge, and asphalt trail.	Santa Clara, UT	Santa Clara City	450k	Rosenberg	8/10/20
5	Aldrich Pool House Building with stamped concrete and landscaping.	Santa Clara, UT	John Aldrich	75k	Skyline Creations	01/15/2021
6	2610 East Project Drainage and roadway construction.	STG City, UT	STG City	78k	Mainline ENGR	3/24/2021
7	Thunder Junction Pavillion, stamped concrete flatwork, drainage, utilities, and landscaping.	STG City, UT	STG City	158k	Mainline ENGR	7/15/2021
8	Cedar Sewer Sewer treatment structure, structural concrete, bypass pumping, epoxy coating, and valving.	Cedar City, UT	Cedar City	422k	Cedar ENGR	9/15/2021
9	STG City Rec Center Removal and installation of gym floor.	STG City, UT	STG City	360k	Skyline Creations	02/15/2022
10	STG INN Demolition of 3 building structures.	STG City, UT	STG City	650k	Skyline Creations	06/01/2022
11	Springhill Development Development, including underground utilities, excavation, grading, curb/gutter, asphalt roadway.	Enoch City, UT	MH Custom Homes	1.2Mil	Platt & Platt	12/30/2022
12	STG City LDS Chapel Demo Demolition of church structure	STG City, UT	STG City	600k	Skyline Creations	Current

Equipment**Excavators**

John Deere 350G

Hitachi 200LC

John Deere 60G

Loaders

John Deere 644

John Deere 544

Dump trucks

Peterbilt 379 end dump 23ton

Peterbilt 379 13ton

Rock Trucks

John Deere 310

Water trucks

2500 gallon

500 gallon

Graders

John Deere 770 14'

John Deere 770 14'

Curbing Machine

Gomaco

Trench compactor**Roller compactor****Subcontractors****Sunroc**

Alexander Asphalt

McArther Welding

Straight Stripe

Utah Barricade

BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

Feller Enterprises

523 E Sunland Drive Ste B

St. George, Ut 84790

B) CONTRACTOR's Telephone Number:

435-628-6706

C) CONTRACTOR's Email Address:

travis@fellerent.com

D) CONTRACTOR's Licenses Primary Classification:

☒ B100 ☒ E100 ☐ Other:

5838988-5501 11/30/2023

State License No. and Expiration Date (Attach a Copy):

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)

2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$ 16,000,000 Current Status of WIP: \$ 5,000,000

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

a) Name, location and brief description of the project and work involved.

b) Contract amount

c) Contract date for completion

d) Date of actual completion – reason for delay, if any.

e) Names, address, and telephone number of owner and architect or engineer.

f) List of CONTRACTORs key personnel including position and responsibilities.

g) Description of work previously performed on similar type and complexity of project (for each individual).

h) State your involvement in any litigation arising out of the project, if any.

i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1/17/2023

Proposal of Feller Enterprises (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a LLC to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY

700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N

UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ 100,000	\$ 100,000
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ 12,485.32	\$ 12,485.32
3	02 41 13 01 29 00	Remove Building	1	LS	\$ 9,573.55	\$ 9,573.55
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ 1.16	\$ 28,585.88
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ 15.45	\$ 9,177.30
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 26,023.38	\$ 26,023.38
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ 15.22	\$ 106,387.80
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 75.00	\$ 136,800
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 133.25	\$ 233,054.25
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 37.48	\$ 95,124.24
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ 115.47	\$ 5,196.15
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 34.96	\$ 8,600.16

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ 41.40	\$ 5,713.20
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ 45.08	\$ 16,499.28
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ 7.50	\$ 79,897.50
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ 20.02	\$ 36,676.64
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ 17.78	\$ 16,766.54
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ 17,287.95	\$ 36,863.85
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ 74.29	\$ 9,063.38
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 1,800	\$ 10,800
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 1,800	\$ 14,400
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 509.08	\$ 86,543.60
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 1,221.77	\$ 293,224.80
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 11,550.08	\$ 11,550.08
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ 140.80	\$ 112,499.20
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ 80.18	\$ 19,724.28
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ 87.06	\$ 28,816.86
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ 116.68	\$ 23,452.68
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 5693.45	\$ 45,547.60
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ 7,101.79	\$ 21,305.37
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ 175,959.99	\$ 175,959.99
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ 75.97	\$ 117,525.59
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ 2,905.63	\$ 17,433.78

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$4,877.48	\$29,267.88
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$6,668.82	\$6,668.82
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$10,590.16	\$31,770.48
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$77.28	\$118,933.92
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$67.46	\$22,531.64
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$2,201.60	\$2,201.60
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$8,489.56	\$8,489.56
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$7,347.89	\$7,347.89
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$16.23	\$33,541.41
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$6,866.93	\$6,866.93
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$3,708.88	\$3,708.88
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$889.79	\$23,134.54
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$77,115.22	\$77,115.22
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$58,442.41	\$58,442.41
TOTAL AMOUNT						\$2,381,349.48

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: Feller Enterprises

Seal (if Bid is by Corporation)

Business Address: 523 E Sunland Drive Ste B

St. George, Ut 84790

Representative Name: Tyson Feller

Signature: 

Title: Manager

Attest Signature: 

Date: 1/17/2023

Attest Name: Travis Snow

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Feller Enterprises, LLC

(Name of CONTRACTOR)

523 E. Sunland Drive, Suite B, St. George, UT 84790

(Address of CONTRACTOR)

a Corporation (Corporation, Partnership, or Individual) hereinafter called Principal, and

Atlantic Specialty Insurance Company

(Name of Surety)

605 Highway 169 North, Suite 800, Plymouth, MN 55441

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hurricane City

(Name of OWNER)

147 North 870 West, Hurricane, UT 84737

(Address of OWNER)

hereinafter called OWNER, in the penal sum of Five Percent of Bid Amount Dollars, (\$ 5% of Bid Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the accompanying Bid, dated January 17, 2023, to said OWNER to perform the Work required under the Bid Schedule(s) of the OWNER's Contract Documents entitled:

700 West Roadway Construction Project; 100 N to 400 N

Now, therefore, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the local public agency in accordance with the Bid as accepted, and give bond with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the local public agency may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

CONTRACTOR AS PRINCIPAL

SURETY

Feller Enterprises, LLC (Seal)
(Name of CONTRACTOR and Corporate Seal)

By: _____
(Signature, CONTRACTOR)

Tyson Feller
(Print Name)

Manager
(Title)

Attest: _____
(Signature)

Project Estimator
(Title)

Atlantic Specialty Insurance Company (Seal)
(Name of Surety and Corporate Seal)

By: _____
(Signature, Power of attorney)

Taylor J. Winstead
(Print Name)

Attorney-In-Fact
(Title)

Attest: _____
(Signature)

Cindy Kleiner, Contract Manager
(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alec Kleiner, Christopher D. Morrow, Taylor J. Wilstead**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

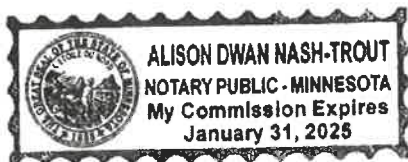


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of January, 2023.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa

The foregoing instrument entitled Bid Bond was

acknowledged before me this 17th day of January, 2023 (date) by

Taylor J. Winstead, Attorney-In-Fact (name of person acknowledged). The person has personally appeared before me and presented identification to establish his or identity as required by law.



Cynthia Kleiner
Signature of Notary Public

Subcontractors

Straight Stripe

Landmark Testing

Chamberlain Stone

Taylor Made Fencing

Staker & Parsons

Tri-State Electric

Triple B Concrete

Raintree Landscaping

Suppliers

Intermountain Concrete Specialties

Geneva Pipe

Scholzen Products



523 E. Sunland Dr. Ste B St. George, Ut 84790

435-628-6706

Tyson@Fellerent.com

Feller Enterprises strives to make the world a safer and more beautiful place by doing all kinds of excavation jobs. Feller Enterprises specializes in flood control and soil stabilization projects that include quarrying of rock, setting rip rap, gabion baskets, storm drains, concrete culverts, headwalls and re-ingenuity. Feller's adage is "make the world a more beautiful and safer place with quality work completed in a timely manner".

Feller Enterprises was nominated Contractor of the Year and was awarded in top 12 Contractors in 2015 - by Caterpillar and by Rand McNally

Current Projects

Crimson Ranch Estates – Phase 1 Complete Phase 2 Currently Under Construction

\$4,876,000

St. George

Feller Enterprises & Kent Stanger Partnership 385-444-1984

28 Lots, 115,000 yards import, 33,428 Overex

Crimson Vistas - Phase 1 was completed 1/2021, Phases 2 Completed 11/2021 Phase 3 Currently Under Construction.

\$6,500,000.00

St. George

Feller Enterprises & Kent Stanger Partnership 385-444-1984

95 Lots, 250,000 yards import

River Trails Townhomes - Currently Under Construction

\$12,180,000.00

St. George

Feller Enterprises & Blackhawk, LLC Partnership Dennis Garr 435-619-1481

Complete Development Build Out - 42 Doors, 70,000 Import

Oak Grove Meadows- Currently Under Construction

\$2,254,000

Washington

Dave Nasal 435- 705-4474

24 Lots, 84,000 CY of import, 20,000 CY onsite Cut/fill

Sienna Hills Auto Mall – Scheduled to start August 2022

\$2,912,795

Washington

13 Commercial lots, with all underground utilities

Zion Weeping Buffalo Phase 2- Currently under Construction

\$3,904,184

Virgin Ut

30,000 Cy Site Grading, 270,000 Sf of asphalt and road base, 36,000 feet of underground pipe ranging from 2" water up to 12" irrigation, and 4" to 10" sewer, with over 230 sewer clean outs and water frost free taps for RV camp sites.

Wheeler Power Systems- Currently under construction

\$738,761

St. George Ut
Concrete pad for power generation station

1250 North Storm Drain- Scheduled to start September 2022

\$1,197,300

City of St. George

1,900 feet of 18" to 36" Reinforced concrete pipe

Virgin River EWP- Scheduled to start September 2022

\$1,539,000

City of St. George

38,135 CY of Riprap in the Virgin River

Fiscal year 22 Maintenance and repair Project – Currently under Construction

\$852,811

City of St. George

Over 12 jobsites in the City Maintenance and repair projects from fixing storm drain systems to new retaining walls

Developed Subdivisions

Fire Rock Phase 3 - Currently Under Construction

\$1,894,103

Hurricane

Randy Siminson 435-632-6626

45 lots, 77,000 CY cut/fill, 27,600 CY crushing, over 4,700 LF of water and sewer line in lava

Liberty Lane – Completed 6/2022

\$750,000

Washington

Hoops Construction 435-229-0485

10 Lots, 21,000 CY Import

Shadow Cove – Completed 1/2022

\$1,700,000

Blackhawk, LLC

98 doors, 25,000 CY cut and Export

Oak Grove- Completed 4/2022

\$1,100,000

Washington

Dave Nasal 435- 705-4474

8 lots, 12,000 CY of import

Majestic Fields - Completed 11/2021

\$1,200,000.00

Washington

Feller Enterprises & Immaculate Homes Partnership

23 Lots, 13,212 yards import, 19,140 Overx

The Rim at Foremaster Ridge Phase 5 – Completed 2/2021

\$825,000.00

St. George

Foremaster, LLC

18 Lots, 20,000 Cut/Export

Roadrunner Phase 5 – Completed 10/2021

\$960,000.00

Washington

Taylor Built Homes
10,000 Cut, 44,000 Overx, 28,000 Import.

Roadrunner Phase 4 – Completed 4/2021
\$270,000.00
Washington
Kent Stanger 385-444-1984
Underground for 10 Lots

Stonegarden - Completed 6/2020
\$732,000.00
Hurricane
Jeff Morby 435-229-8685
17 Lots, 18,000 yards cut filled

Firerock - Completed 2/2020
\$1,700,000.00
Hurricane
Firerock, LLC
65 Lots, 54,000 Cut Filled

Blackhawk - Completed 2/2020
\$2,600,000.00
St. George
Blackhawk, LLC
Dennis Garr 435-619-1481
95 Doors, 70,000 Export, 70,000 Import.

Commercial Projects

Zion Wildflower Resort Phase 2- Completed
\$760,206
Virgin Ut
28 Sites, 14,500 CY onsite cut/fill

Pops Drinks – Completed 9/2021
\$188,461.00
St. George
GrassCreek Construction
Site Grading, Underground Utilities, Prepping Road and Concrete

Boulder Creek Lot 6 – Completed 10/2021
\$210,676.45
St. George
Lionel Garacia
Site Grading, Underground Utilities, Prepping Road and Concrete, Pouring Footings.

Tagg-n- Go – Cedar City – Completed 9/2018
\$454,000.00
Cedar City
Chapman Construction
Performed all excavation, installed underground utilities, sewer, storm drain, Concrete trenching, footings, Flat work, vacuum columns, parking lot, sidewalk, curb and gutter, diamond block wall and trash enclosure with wall of new car wash.

Tagg-n- Go – Santa Clara/Harmons – Completed 9/2021
\$448,126.40
Santa Clara, UT

Chapman Construction

Performed all excavation, installed underground utilities, sewer, storm drain, U-channel transition to 3' rock lined ditch, Concrete trenching, footings, Flat work, vacuum columns, parking lot, sidewalk, curb and gutter, and trash enclosure pad of new car wash.

Tagg-n- Go – Hurricane Walmart – Completed 8/2021

\$373,665.00

Hurricane, UT

Chapman Construction

Installed Concrete trenching, footings, Flat work, vacuum columns, parking lot, sidewalk, curb/gutter and trash enclosure with wall of new car wash.

Tagg-n- Go – Costco – Completed 6/2019

\$515,000.00

St. George, UT

Chapman Construction

Performed all excavation, installed underground utilities, sewer, storm drain, U-channel transition to 3' rock lined ditch, Concrete trenching, footings, Flat work, vacuum columns, parking lot, sidewalk, curb and gutter, and trash enclosure pad of new car wash.

Tagg-n- Go – Cedar City – Completed 3/2021

Cedar City

Chapman Construction

Performed all excavation, installed underground utilities, sewer, storm drain, Concrete trenching, footings, Flat work, vacuum columns, parking lot, sidewalk, curb and gutter, diamond block wall and trash enclosure with wall of new car wash.

City/County/State Projects

Fort Pierce Sewer - Completed 3/2022

\$1,734,100

City of St. George

Alpha Engineering 435-628-6500

Installed 3,900 feet of 36" sewer at a depth of 12 feet.

Atkinville Park – Completed 7/2021

\$1,042,950.00

St. George City

Rosenberg & Associates – Jared Bates 435-673-8586

Installation of Restroom facility, concrete flatwork, site grading, parking area, installation of Bocce Ball and Horseshoe Courts, landscaping, irrigation and other related work items.

Merrill Rd - Completed 2/2020

\$2,600,000.00

Washington City

Sunrise Engineering - Rick Snyder 435-652-8450

Installation of new road consisting of 204,000sq' also including 5500LF of Curb/Gutter and Sidewalk, 9342' of new Storm Drain., 2900' of Water and 1850' of Sewer.

Sand Hollow Pipeline Phase A - Completed 11/2019

\$1,331,010.64

Washington County Water Conservancy District

Alpha Engineering - Brent or Todd Gardner 435-628-6500

The project consisted of installation of approximately 39,400 lineal feet of 36" ductile iron pipe with associated fittings, 16 air/vacuum valve assemblies, 8 drain assemblies, a cased crossing of the Southern Parkway, and a tie-in to an existing 30" culinary water line. The project will also include the installation of approximately 9,700 lineal feet of 2" HDPE conduit and associated pull boxes adjacent to the pipe line. The project is located approximately 8 miles east of St. George, Utah, in the vicinity of Sand Hollow Reservoir and Warner Valley. The owner is furnishing the 36" ductile iron pipe and fittings, and 6", 12" and 36" water valves.

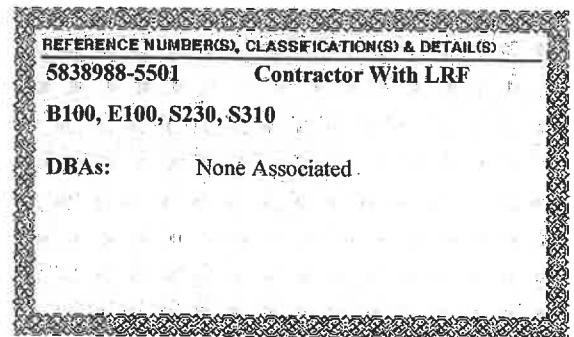
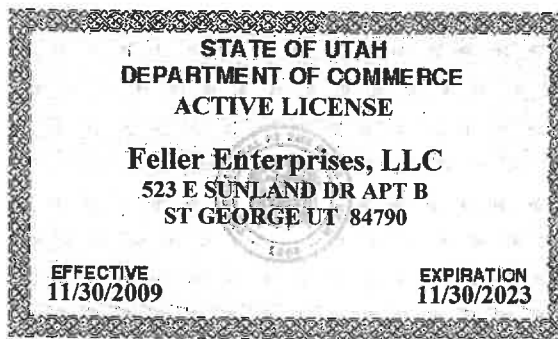
Sand Hollow Pipeline Phase B - Completed 12/2019

\$1,031,079.84

Washington County Water Conservancy District

Alpha Engineering - Brent or Todd Gardner 435-628-6500

The project consisted of installation of approximately 13,800 lineal feet of 36" ductile iron pipe with associated fittings, 7 air/vacuum valve assemblies, 1 drain assembly, and 3 future tie-in assemblies with metering vaults. The project will also include the installation of approximately 13,800 lineal feet of 2" HDPE conduit and associated pull boxes adjacent to the pipeline. The project is located approximately 6 miles southeast of St. George, Utah, in the vicinity of Washington Fields. The owner is furnishing the 36" ductile iron pipe and fittings, and 6", 10", 12", 20" and 36" water valves



IMPORTANT LICENSURE REMINDERS:

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

FELLER ENTERPRISES, LLC
523 E SUNLAND DR APT B
ST GEORGE UT 84790

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

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 11/30/2009
EXPIRATION DATE: 11/30/2023
ISSUED TO: Feller Enterprises, LLC
523 E SUNLAND DR APT B
ST GEORGE UT 84790



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

5838988-5501 Contractor With LRF DBAs: None Associated
B100, E100, S230, S310

BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

Interstate Rock Products
42 South 850 West
Hurricane Utah 84737

B) CONTRACTOR's Telephone Number:

435-635-2628

C) CONTRACTOR's Email Address:

Colt.Stratton@interstaterock.com

D) CONTRACTOR's Licenses Primary Classification:

☒ B100 ☒ E100 ☐ Other:

State License No. and Expiration Date (Attach a Copy):

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$ 50 million Current Status of WIP:
\$ 9.65 million

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any.
- i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1-17-2023

Proposal of Interstate Rock (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a Corporation to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY

700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N

UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ 110,500.00	\$ 110,500.00
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ 17,000.00	\$17,000.00
3	02 41 13 01 29 00	Remove Building	1	LS	\$ 1,700.00	\$1,700.00
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$.30	\$7392.90
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ 10.50	\$ 6237.00
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 19,100.00	\$19,100.00
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ 36.00	\$251,640.00
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 45.50	\$82,992.00
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 100.00	\$ 174,900.00
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 23.50	\$ 59,643.00
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ 35.00	\$ 1,575.00
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 35.00	\$ 8,610.00

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ 36.50	\$ 5,037.00
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ 23.00	\$ 8,418.00
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ 6.55	\$ 69,777.15
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ 20.50	\$ 37,556.00
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ 32.00	\$ 30,176.00
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ 6,050.00	\$ 18,150.00
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ 43.50	\$ 5,307.00
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 3,450.00	\$ 20,700.00
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 3,450.00	\$ 27,600.00
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 840.00	\$ 142,800.00
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 1,600.00	\$ 384,000.00
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 46,600.00	\$ 46,600.00
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ 110.00	\$ 87,890.00
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ 200.00	\$ 49,200.00
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ 150.00	\$ 49,650.00
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ 160.00	\$ 32,160.00
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 4,000.00	\$ 32,000.00
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ 6,050.00	\$ 18,150.00
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ 190,500.00	\$ 190,500.00
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ 84.50	\$ 130,721.50
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ 1,900.00	\$ 11,400.00

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$3,900.00	\$23,400.00
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$8,250.00	\$8,250.00
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$8,900.00	\$26,700.00
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$85.50	\$131,584.50
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$210.00	\$70,140.00
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$1,250.00	\$1,250.00
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$7,050.00	\$7,050.00
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$5,200.00	\$5,200.00
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$22.00	\$45,474.00
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$5,450.00	\$5,450.00
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$2,950.00	\$2,950.00
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$710.00	\$18,460.00
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$45,100.00	\$45,100.00
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$74,500.00	\$74,500.00
TOTAL AMOUNT						\$

\$ 2,604,591.05

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: Interstate Rock

Business Address: 42 South 850 West

Hurricane Utah 84737

Representative Name: Colt Stratton

Signature: [Signature]

Title: Engineering Dept Manager

Date: 1-17-2023

Seal (if Bidder is a Corporation)



Attest Signature: [Signature]

Attest Name: Bert Vincetello

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Interstate Rock Products Inc

(Name of CONTRACTOR)

42 S 850 W Suite 201 Hurricane, UT 84737

(Address of CONTRACTOR)

a Corporation (Corporation, Partnership, or Individual) hereinafter called Principal, and

Travelers Casualty & Surety Company of America

(Name of Surety)

One Tower Square Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Hurricane

(Name of OWNER)

147 N 870 W Hurricane, UT 84737

(Address of OWNER)

hereinafter called OWNER, in the penal sum of Five percent of Amount Bid Dollars, (\$ 5%) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the accompanying Bid, dated January 17th, 2023, to said OWNER to perform the Work required under the Bid Schedule(s) of the OWNER's Contract Documents entitled:

700 West Roadway Construction Project; 100 N to 400 N

Now, therefore, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the local public agency in accordance with the Bid as accepted, and give bond with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the local public agency may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

CONTRACTOR AS PRINCIPAL

SURETY



Interstate Rock Products (Seal)

(Name of CONTRACTOR and Corporate Seal)

By:

(Signature, CONTRACTOR)

Donald Stratton

(Print Name)

President

(Title)

Attest:

(Signature)

Project Manager

(Title)

Travelers Casualty & Surety Company of America (Seal)

(Name of Surety and Corporate Seal)

By:

(Signature, Power of attorney)

Toni Truman

(Print Name)

Attorney-in-fact

(Title)

Attest:

(Signature)

Producer/Agent

(Title)



(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Toni Truman** of **CEDAR CITY**, **Utah**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

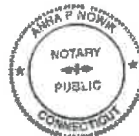
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

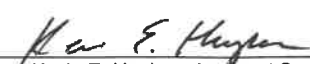
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **January**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 11/30/2015

EXPIRATION DATE: 11/30/2023

ISSUED TO: Interstate Rock Products Inc
42 S 850 W
HURRICANE UT 847373210



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

227139-5501

Contractor With LRF

DBAs: None Associated

B100, E100

Form #1

Hurricane City
BUSINESS LICENSE
THIS IS TO CERTIFY THAT
INTERSTATE ROCK PRODUCTS



OWNED BY: STRATTON, DONALD

is duly licensed to conduct the business specified below at:

42 S 850 W

within the City of Hurricane, Utah

Type of License:

CONSTRUCTION / GENERAL ENGINEERING

Date Paid: 12/01/2022

License #: 1207

Attest: *Cindy Boteng*

Hurricane City Recorder

Nanette Billings

Mayor

Total License Fee Paid: 50.00

Expiration Date: 12/31/2023

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS



HURRICANE CITY - 700 WEST ROADWAY CONSTRUCTION PROJECT; 100 N. TO 400 N.

STATEMENT OF QUALIFICATIONS

A. Brief History

INTERSTATE ROCK PRODUCTS, INC. (IRP) is a full-service family-owned local contracting firm competing for projects throughout the southwest region. Originally established in 1955 as Stratton Brothers Construction, IRP incorporated in 1981 with the transition to its second generation of management. We have grown and diversified to include the operation of multiple sand and gravel pits, concrete ready mix and asphalt. Our construction division is the main focus of our corporation. Equally successful in highway, structures, utilities, and general building construction, IRP has been a regional leader in the construction industry for over 40 years. We have completed projects for the National Park Service as far West as



SR-212; Telegraph St in Washington County

Crater Lake, Oregon and as far South as Death Valley, California. We have completed projects for the Federal Highway Administration throughout the Central Federal Lands Region, as well as numerous projects for UDOT and local government agencies, including: WCWCD, Washington City, St. George City, Hurricane and many others.

B.Areas of Expertise

IRP has a wide range of experience to offer a project. This experience ranges from structural concrete to earthwork to underground utilities. We have the most expertise and experience in underground utilities. We have completed entire culinary water, irrigation, sewer, storm drain systems and numerous upgrades to existing systems. IRP has completed multiple reconstruction projects and has the experience to deal with all of the many issues that are common in reconstruction projects.



C. Contractor Licenses

Licenses held by Interstate Rock include:

- UT #227139-5501 Class E100 & B100
- NV #0031145 Class A
- AZ #278561 Class A
- AZ ROC245408 Class KB-01
- Hurricane City #1207
- Washington City #12-170
- St. George City #00163500

BONDING STATUS

Interstate Rock Products, Inc. has the following bonding information:

Bonding Company:	Travelers Indemnity Company
Length of Time with Bonding Company:	40 Years
Bonding Capacity:	60 million Aggregate/30 million Single
Filed on Bond:	No



City Creek Pipeline Project; circa 2021

**1) Project Name: Washington City Main Street Flood Mitigation Improvements**

Location: Main Street, Washington City, UT

Owner Contact Information:

Washington City - 111 North 100 East, Washington City, UT 84780

Mike Shaw, Washington City Public Works Director

Phone: (435)-656-6317 - Email: mshaw@washingtontcity.org

Engineer:

Sunrise Engineering, Taylor Torgersen

Phone: (435)-652-8450 – Email: ttorgersen@sunrise.eng.com

Project Description:

Complete Road reconstruction project including: asphalt, curb and gutter, sidewalk, striping and signage, medians, curb ramps, storm drain pipe, storm drain inlets, storm drain manholes, sanitary sewer pipe, sanitary sewer manholes, gravity irrigation pipe and fittings, pressurized irrigation pipe and fittings, culinary water pipe and fittings, street lights, and street landscaping.

Final Price: \$3,756,798.17

Project Start: January 2020 **Final**

Contract Time: August 2020

Project Manager: Burt Vincelette **Project Superintendent:** Rick Lathim

Additional Information: The city was extremely pleased with the finished product. So much so that Interstate Rock received a bonus for the completed work. 3 days after completion the area was hit with heavy rains & flooding. The project proved its worth. It mitigated flood waters and protected homes despite heavy damage to surrounding areas outside the project area.





2) Project Name: Winderland Lane & Manzanita Drive Road Improvements Project

Location: Winderland Lane, Manzanita Drive, Balanced Rock Road, Springdale, UT

Owner Contact Information:

Town of Springdale - 118 Lyon Boulevard, Springdale, UT 84767

Robby Totten, Springdale Public Works Superintendent

Phone: (435)-772-3434 - Email: rtotten@infowest.com

Engineer:

Sunrise Engineering, Steve Hall

Phone: (435)-652-8450 – Email: shall@sunrise-eng.com

Completion Date: April 2020

Project Cost: \$573,000

Project Description:

Complete Road reconstruction on Winderland Lane and Manzanita Drive, including 42,000 SF of excavation, 87,000 SF of Road base, and 43,000 SF of Asphalt.

Winderland also had 3600 SF of sidewalk, 955 LF of curb & gutter installed, as well as storm drain improvements.

Project Manager: Travis Brunstad **Project Superintendent:** Justin Gorman



3) Project Name: Chapel Street Bridge

Location: Santa Clara, UT

Owner Contact Information:

Santa Clara City, Rick Rosenberg

Phone: (435) 673-6712 - Email:

rickr@racivil.com

Engineer:

Bowen Collins & Associates, Todd Olsen

Phone: (435) 656-3299

Project Description:

Construction of a new steel girder bridge across the Santa Clara River along Chapel Street in Santa Clara City, Utah. Interstate Rock Products were responsible for all





earthwork & excavation, removals, traffic control, survey & staking, tree removal, finish grading, concrete sidewalk installation, (approx. 7,000 SF), ADA ramp installation, concrete curb & gutter installation, (approx. 1300 LF), installation for all road base for sidewalk, curb & gutter, ADA ramps, and asphalt (over 7,000 SY). Rip rap placement, trail installation, irrigation lines, water lines, storm drain manholes, basins & pipe installation, fire hydrant installation, sign placement, sewer lines & manholes, sewer lateral, and construction of bridge. (Footings, walls, saddle walls, wing walls, deck, columns, parapets, and approach slabs.)

Project Cost: \$ 3,435,633

Completion Time: May 2020

Project Manager: Travis Brunstad

Project Superintendent: Brady Holt

4) Project Name: Lizzie Lane Sewer Project

Location: Lizzie Lane, St. George, UT

Owner/Engineer Contact Information: City of St. George – 175 East 200 North, St. George, UT 84770

Kade Bringhurst, Water Department Director

Phone: (435)-627-4854 - Email:

kade.bringhurst@sgcity.org

Project Description:

Project included: Replacement of existing sewer trunk main, 490 LF of 8", 1721 LF of 27", and 5,003 LF of 36" sewer mains. Bypass pumping at four locations with flows up to 6.7 MGD. We also added 30 new polymer sewer manholes from 60" to 90" diameter, sewer laterals, roadway improvements, golf course crossing, and river trestle and bridge structures.

Final Price: \$4,779,284

Project Start: August 2017

Final Contract Time: July 2018

Project Manager: Colt Stratton

Project Superintendent: Rowdy Gorman





5) Project Name: Bloomington Drive Road Resurfacing Project

Location: Bloomington Drive, St. George, UT

Owner Contact Information:

City of St. George – 175 E 200 N St. George, UT 84770

Jay Sandberg, City Engineer

Phone: (435)-627-4000 - Email:

j.sandberg@sgcity.com

Engineer:

Sunrise Engineering, Rick Snyder

Phone: (435)-652-8450 – Email:

rsnyder@sunrise-eng.com

Completion Date:

July 2018

Project Cost: \$3,974,334.74

Project Description:

The project included a total reconstruction of the existing water system, 17,948 LF of 8" & 12" pipe, and road structure, 26,000 CY of excavation & 35,769 tons of asphalt. This project also included minor improvements to the storm drain and sanitary sewer systems.

Project Manager: Colt Stratton **Project Superintendent:** Rick Lathim



6) Project Name: Hurricane 400 South-300 West to 100 East Roadway Reconstruction Project

Location: 400 South, 300 West, 100 East, Hurricane, UT

Owner/Engineer Contact Information:

City of Hurricane – 147 N 870 W, Hurricane, UT 84737

Arthur LeBaron, Hurricane City Engineer

Phone: (435)-635-2811 - Email:

arthur@cityofhurricane.com

Completion Date:

May 2017

Project Cost: \$1,549,310.10

Project Description:

We reconstructed the entire sewer system including 2,667 LF of 8" pipe and 15 manholes. We did upgrades to the water, irrigation, and storm drain systems. The roadway was upgraded with curb, gutter, and sidewalks. Roadway resurfacing included 2,694 tons of asphalt & 6,000 CY of base.

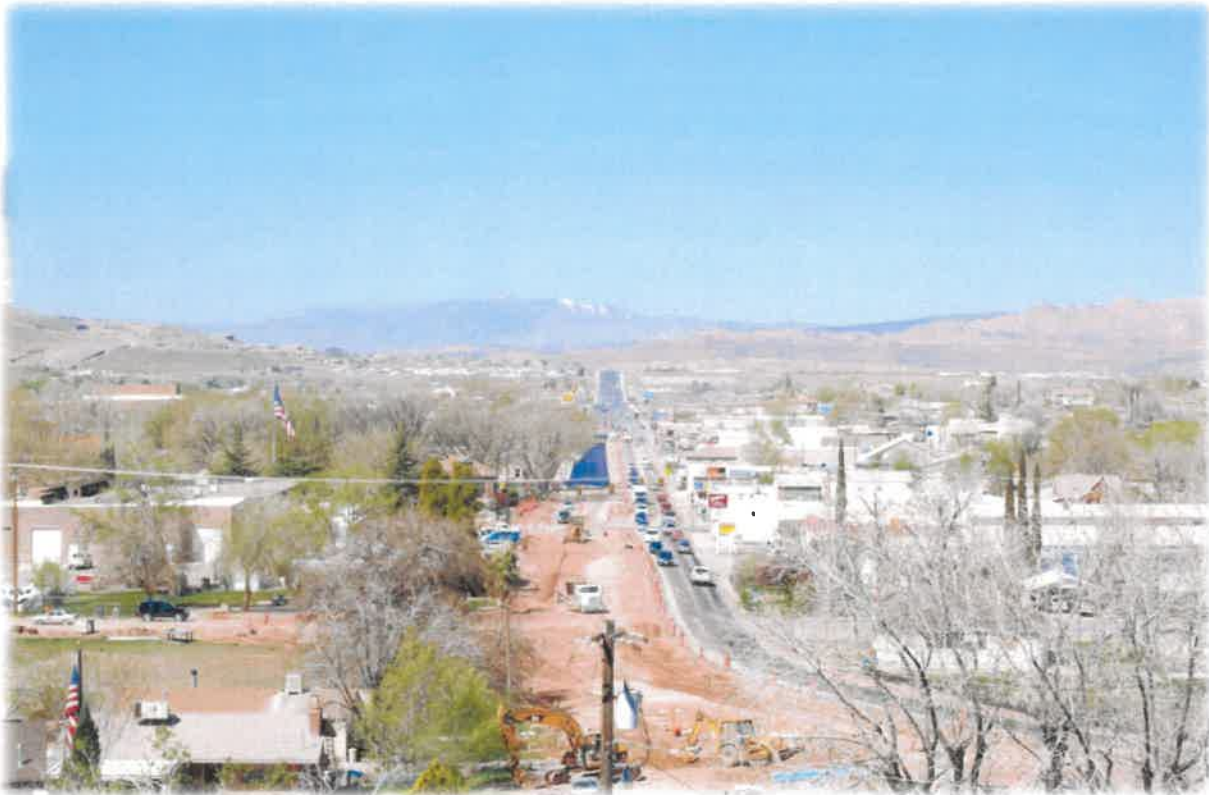
Project Manager: Trace Allen **Project Superintendent:** Donald Stratton





References

<u>Contact</u>	<u>Company</u>	<u>Phone #</u>	<u>Email</u>
Randy Johnson	WCWCD	435.673.3617	randy@wcwcd.org
Brent Gardner	Alpha Engineering	435.628.6500	brentgardner@alphaengineering.com
Mike Shaw	Washington City	435.656.6317	mshaw@washingtoncity.org
Marc Brown	Brown Consulting Engineers	435.628.4700	marc@browncivil.com
Jay Sandberg	St. George City	435.627.4800	jay.sandberg@sgcity.org
Dustyn Shaffer	Sunrise Engineering	435.652.8450	dshaffer@sunrise-eng.com
Arthur LeBaron	Hurricane City	435.635.2811	arthur@cityofhurricane.com
Elisabeth Whitlock	High Road Engineering	435.767.8481	ewhitlock@highroadengineering.com



II – SR-9; 300 West to 800 North



PROJECT TEAM

Introduction

IRP has a workforce of the following: 120 to 150 employees, 3 licensed civil engineers, 7 project managers, 5 estimators, 2 field surveyors, 3 project engineers, 19 superintendents/foremen and 8 administrative staff. Personnel are assigned to each project depending on skill and expertise in the project work items.

Interstate Rock Products, Inc. has never been assessed liquidated damages for going over the project completion date. Many projects are completed under budget due to innovations which improve the end product and reduce time of completion. Supervisors are able to foresee areas that may cause problems to the constructability and suggest ways to improve the completed project, saving time and money for the owners. A project schedule is created for all projects and is reviewed on a continual bases to evaluate how the project is progressing. Project task sequencing requires breaking the project into multiple subtasks and identification of critical path items. Each task is prioritized, so that a schedule may be developed to insure timely completion. Schedules often include line items for key materials to assess longer lead times so that they can be on site. Task sequencing allows the construction of multiple phases simultaneously. Should a project fall behind schedule, additional manpower and equipment is pulled from all parts of the company as needed to get the project back on schedule. IRP is committed to completing all projects within the project schedule.



Kaibab Sidewalk-Paving &
Park Improvements; 2021



Equipment

Our base equipment fleet consists of excavators, loaders, compactors, scrapers, dozers and trucks. Specialized equipment is either rented or purchased as demanded. A brief summary of the types of each is list below:

<u>Track hoes</u>	<u>Loaders</u>	<u>Compactors</u>	<u>Earth Moving</u>	<u>Miscellaneous</u>
CAT 312	CAT 950	Sheep Foot	631 Scrapers	Pumps
CAT 315	CAT 966	Smooth Drum	623 Paddle Wheel	Generators
CAT 320	CAT 980	Asphalt Rollers	D8N Dozer	Light Plants
CAT 345	CAT 988		D9N Dozer	Vac Truck
CAT 375				Forms & Shoring

Our trucking fleet that includes side dumps, belly dumps, dump trucks, transports and cement mixers, all to provide support and material transport. The trucking division along with an extensive materials division, provides seamless supply of aggregates, asphalt and Redi-mix concrete.

<u>Projected Key Personnel</u>	
Project Managers	Colt Stratton
	Burt Vincelette
Project Superintendent	Craig Stratton
Foremen	Rick Lathim - Earthwork
	Rowdy Gorman - Utilities
	Brady Holt – Concrete
	Justin Gorman - Paving
	Colby Stratton – Safety Inspector
Additional foremen or support staff may be added as necessary to secure successful completion.	



RESUME

Colt D. Stratton - PE, Engineering Department Head, Project Engineer

Colt has grown up around the construction industry as he followed his father around the family business. Prior to and while attending college, he worked for the company on and off since 2001, in many different roles ranging from laborer to operator. He has worked as a Project Engineer since 2010. In this role he is a skilled estimator with the ability to recognize the project sequencing and develop a representative cost model. He is actively involved in the design of our land development projects.

Education

Southern Utah University, Graduated 2010, Bachelor of Science, Integrated Engineering

Work Experience

Interstate Rock Products, Engineering Department Head 2018 – Present

Duties include managing other project managers, estimators, surveyors, and project management. Has responsibilities for all project contracts, design projects and estimates.

Interstate Rock Products, Project Manager, 2010 – 2018

Duties include management of material purchasing, subcontractor, scheduling and submittals on project.

Interstate Rock Products, General Labor, 2001 – 2010

Duties included labor and heavy equipment operator.

Reference Projects

Each of these projects represents Colt's involvement as a Project Manager or Project Engineer.

Project: Warner Valley Tank; Washington Water Conservancy District Project Valuation: \$6.2 Million

Construction of 3 MG pre-stressed concrete water tank, connective piping & vault for tank, earthwork, and grading

Project: Bloomington Dr. Road Resurfacing; St. George City Project Valuation: \$3.9 Million

The project included a total reconstruction of the existing water system, 17,948 LF of 8" & 12" pipe, and road structure, 26,000 CY of excavation & 35,769 tons of asphalt. This project also included minor improvements to the storm drain and sanitary sewer systems.

Project: Washington Fields Trail & Drainage Project; St. George City Project Valuation: \$2.4 Million

Managed installation of three (3) new double barrel 12' x 7' cast-in-place box culverts alongside Mall Dr. to provide wash crossings for the new developments in the area.

Project: Harmon Property Elementary School Site; WCSD Project Valuation: \$982,083

This project consisted of clearing and preparing over 572,000 SF of area for an elementary school site. Included earthwork, grading, and pad construction. Utilities included water, hydrants, irrigation, storm drain, waterways, sidewalk curb & gutter, as well as paving.

Project: Lizzie Lane Sewer Replacement Project; St. George City Project Valuation: \$4.5 Million

Managed the installation of 27" & 36" diameter sewer pipe along with a water crossing with a grouted riprap structure and the installation of a trestle bridge.



RESUME

Rick Lathim, Project Superintendent

Rick has been with Interstate Rock Products, Inc. since 1994. He has worked on a variety of projects that has given him the ability to foresee problems and be able to fix them before they happen. He has been involved with the planning, scheduling and coordination of projects that Interstate Rock Products has performed. His ability to perform these duties gives Interstate Rock Products the ability to schedule projects in an efficient way to make these projects go smoothly and quickly. He has specialized in concrete structures and has been able to see problems that could arise and take action to avoid those problems.

Work Experience

Interstate Rock Products, Inc., 1994-Present

Project superintendent for utility and roadway projects. Overseeing construction operations for projects up to \$15 million. Crew and resource scheduling.

JH Frost Contracting, 1992-1994

Pavement surfacing operation. Paving and chip seal operations.

Meadow Valley Contractors, 1991-1992

Equipment operator working on freeway and overpass structures in the Phoenix metropolitan area. Skills included concrete work, abutment construction, and equipment operations.

Reference Projects

Each of these projects represents Rick's involvement as a Project Superintendent.

Project: Bloomington Dr. Road Resurfacing; St. George City

Project Valuation: \$3.9 Million

The project included a total reconstruction of the existing water system, 17,948 LF of 8" & 12" pipe, and road structure, 26,000 CY of excavation & 35,769 tons of asphalt. This project also included minor improvements to the storm drain and sanitary sewer systems.

Project: Aspen Estates Rough Grading; Elementary School Site; St. George City Project Valuation: \$663,856

This project included earthwork, grading, and pad construction. Utilities included water, hydrants, irrigation, storm drain, waterways, sidewalk curb & gutter, as well as paving.

Project: Harmon Property Elementary School Site; WCSD

Project Valuation: \$982,083

This project consisted of clearing and preparing over 572,000 SF of area for an elementary school site. Included earthwork, grading, and pad construction. Utilities included water, hydrants, irrigation, storm drain, waterways, sidewalk curb & gutter, as well as paving.

Project: Washington City Main Street; Washington City

Project Valuation: \$3.8 Million

The project consisted of constructing over 250,000 SF of asphalt, nearly 8,000 LF of curb and gutter, 23,520 SF of sidewalk, striping and signage, medians, curb ramps, storm drain pipe, storm drain inlets, storm drain manholes, sanitary sewer pipe, sanitary sewer manholes, gravity irrigation pipe and fittings, pressurized irrigation pipe and fittings, culinary water pipe and fittings, street lights, and street landscaping.

Project: SR-212; Telegraph St. In Washington County; UDOT

Project Valuation: \$6.1 Million

The was a reconstruction of Telegraph Road through Washington City including roadway excavation, storm drain, irrigation, & sewer. The project also had curbs, ADA ramps, and 3,941 SY of concrete sidewalk. There was a new bridge structure, 4 new retaining walls, and 2 traffic signals.



RESUME

Brady Holt, Concrete Superintendent

Brady has nearly 20 years in general engineering construction projects. For the past several years he has specialized in the erection of structures. Among his project management accolades are water storage tanks in excess of 1 million gallons, bridge structures, box culverts, and building foundations.

Work Experience

Interstate Rock Products, Inc. 2001 – Present

Started as a labor and worked up to project superintendent.

Ten years as foreman or superintendent for structure projects.

Reference Projects

Each of these projects represents Brady's involvement as Foreman or Project Superintendent.

Project: Washington Water Conservancy District; South Field and Dixie Springs Tanks

Construction of two 2-million-gallon tanks.

Project: Washington Water Conservancy District; Virgin River Gorge Fish Barrier

Extension of existing diversion structure on the virgin river. Project included construction of new wing walls, aprons, and micro piles.

Project: Washington Water Conservancy District; Quail Lake Redundant Valve and Hydro Meter Vaults

Construction of vaults for both valves and hydro meter on an existing 60" diameter pipeline.

Project: City of Hildale; Canyon Street Drainage Improvements

Concrete arch bridge structure and drainage channel.

Project: City of Hildale; Willow Street Drainage Improvements

Concrete Box Culvert

Project: Bureau of Land Management; Redcliffs Bridge Reconstruction

Construction of two bridge structures with in the Red Canyon Campground

Project: UDOT; I-15 Truck Climbing Lane

Extension of two bridge structures and a box culvert on I-15 between Toquerville and Browse.

Project: Federal Highways; Beaver to Junction

This project was a total reconstruction that involved MSE walls, soil nail walls, rockery walls and rock anchors. The construction width was so confined that Craig had to coordinate construction activities so that multiple items could be constructed simultaneously. The understanding of retaining wall systems and their construction that Craig gained on this project will help with the soil nail wall on the Cedar South Interchange Project.

Project: UDOT, SR-212, Telegraph Street

This was a main street reconstruction project along SR-212 through the downtown corridor of Washington City. Craig worked on this project to assist with the construction of the concrete bridge structure and was able to complete it in approx. one month.



RESUME

Colby Stratton, Company Safety Office / Project Superintendent

Colby grew up around the construction industry as he followed his father around the family business. He has worked as the company safety officer since 2018. In this role he has his OSHA 500 and coordinates the safety program for Interstate Rock. He also works as a project superintendent, in which he coordinates subcontractors, material suppliers, and Interstate Rock's crews.

Work Experience

Interstate Rock Products, Inc. 2004 – 2009

Operator/Laborer

Duties include operating equipment as needed on projects and doing any labor required.

Interstate Rock Products, Inc. 2009 – 2015

Foreman

Duties include management of a crew. This included the supervision of the crew to complete the tasks given by the project superintendent.

Interstate Rock Products, Inc. 2015 – 2018

Project Superintendent

Duties include management of a multiple crews on a project and coordination of material, subcontractors, submittals, change orders, billing and the project schedule.

Interstate Rock Products, Inc. 2018 – Present

Company Safety Officer / Project Superintendent

Duties still include project superintendent responsibilities for assigned project(s). Also oversees the company safety plan and coordinates companywide safety training, including training to superintendents and foreman and weekly toolbox training topics.

Reference Projects

Project: Bitter Springs-Fredonia Highway; Arizona D.O.T.

Project Valuation: \$5.1 Million

Oversaw widening of US 89A by extending both sides of two (2) existing box culverts. The project included the upgrading of a bridge structure on AZ SR-389. The structure included the demolition and construction of the Parapet Walls to provide additional width over the existing bridge.

Project: Dixie Springs Subdivision Phase 2; Hurricane City

Project Valuation: \$11.2 Million

Managed the construction of 857 lot subdivision. Construction included new wastewater, water, & stormwater systems, power, and other utilities, earthwork, and roadway constructions. The wastewater system went through well protection areas and construction of extra protections in those areas was required.



RESUME

Craig B. Stratton, Secretary / Treasurer

Craig has more than 40 years of experience as a general engineering contractor. His ability to identify and mitigate potential conflicts has helped Interstate Rock Products complete projects in an efficiently -- insuring success and profitability. Craig is especially talented in the coordination and allocation of resources for multiple, consecutive projects. He is adept at managing large complex process driven projects such as water and sewer treatment plants, pump stations, storage and distribution systems. US Filter/Memcor Filtration Process Certified.

Work Experience

Interstate Rock Products, Inc. 1981 – Present

Corporate Secretary / Treasurer

Project Superintendent

Duties include all facets of project management with special emphasis on personnel and equipment resources; participation in correlation meetings with project owners for coordination and scheduling; negotiation and execution of contracts and modifications.

Reference Projects

Project: Willow Beach; Visitor Facilities and Flood Protection; National Park Service Project Valuation: \$22 Million
Managed construction of a new water treatment facility, masonry structure, process piping, filtration equipment, raw water storage tank, clear water storage tank, evaporation basin, yard piping. Well site included drilling and establishment of new wells, pump station, and flood protection walls. Raw water distribution system including telemetry. River front development including restrooms, ramadas picnic area, slope protection, site furnishings, boat dump station, water front concessions building including store, food preparation area, and offices. Relocation of marina and fuel storage facilities. Flash flood protection included concrete diversion channel, gabion bank stabilization, storm drain system, and early warning detection system. Campground and maintenance facilities including restroom and shower facilities, sanitary sewer force main, sewer lift station, and low water crossings.

Project: Lake Mead National Recreation Area, Overton Bay, Echo Bay, and Calville Bay Water Treatment Plants
National Park Service Project Valuation: \$9 Million
Oversaw construction of new treatment plants at three marina sites. Each site included masonry treatment plant structure, process piping, filtration equipment, raw water storage tank, clear water storage tank, SCADA and telemetry process control systems.

Project: Lake Mead National Recreation Area, Katherine Landing Water Treatment Plant
National Park Service Project Valuation: \$4 Million
Constructed a new treatment plant including a masonry treatment plant structure, process piping, filtration equipment, raw water storage tank, clear water storage tank, SCADA and telemetry process control systems.

Project: Dixie Springs Subdivision
Owner: Washington County, UT Project Valuation: \$12 Million
Improved district project consisting of new construction for an 850-lot subdivision. Project consisted of 170,000 cubic yards of excavation, 64,000 feet of culinary water pipe, 45,000 feet of sewer pipe, 150,000 feet of concrete curb, gutter, and sidewalk 60,000 tons of road base, and 40,000 tons of asphalt.

Projects Completed in the Last 5 Years

PROJ. NAME - IRP PROJECT MANAGER & SUPERINTENDENT	OWNER INFORMATION	ENGINEER INFORMATION	SCOPE OF WORK	Complete Date	Final Contract \$
Gateway Project	Big Plains Water SSD/ Apple Valley 1777 N Meadowlark Dr.	Ensign Engineering 1870 N Main Street #102	Bridge, Roadway & Structures	2/2017	\$ 1,672,538.85
Colt Stratton Brady Holt	Apple Valley, UT 84737	Cedar City, UT 84720 Contact: Curtis Nielson			
WCSW Dumpster Sites 2016	WCSWSSD #1 325 North Landfill Road	PRO VALUE ENGINEERING 525 WEST STATE STREET	Dumpster Site Construction	3/2017	\$ 383,567.00
	Washington, UT 84780 Neil Schwendiman	HURRICANE, UT 84737 435-668-8307 Contact: Karl Rasmussen			
River Rd/Fort Pierce Bridge	City of St. George 175 East 200 North	Jvaition 35 South 400 West #200	Bridge	5/2017	\$ 3,005,741.53
	St. George, UT 84770 435-627-4000	St. George, UT 84770 435-673-4677 Contact: Phil Giles			
Craig Stratton					
400 South - 300 W to 100 E	CITY OF HURRICANE 147 N 870 W	Civil Science Engineering 1060 South Main	Roadway Reconstruction	5/2017	\$ 1,549,310.10
	HURRICANE, UT 84737 435-635-2811	St. George, UT 84770			
Trace Allen Donald Stratton	435-635-2184 (FAX) Contact: Arthur LeBaron				
Washington Trail and Drainage	City of St. George 175 East 200 North	Bowens, Collins, & Associates 20 North Main Ste 107	Box Culvert, Drainage reconstruction	7/2017	\$ 2,415,422.85
Colt Stratton Rowdy Gorman	St. George, UT 84770 435-627-4000	St. George, UT 84770 Contact: Todd Olsen			

Dixie Power Majestic View Substation Pad	Dixie Power 145 West Brigham Road St. George, UT 84790 Russell Condle	Alliance Consulting 2303 N Coral Canyon Blvd ste 201 Washington, UT 84780 Craig Coats	Site Grading	7/2017	\$	565,538.62
SR9 Sewer Crossing & SR9 Sewer Extension Project	Ash Creek Special Services District 1350 S. Sand Hollow Road Hurricane, Utah 84737 435-635-2348 Mike Chandler	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Jared Madsen	Sewerline Installation & Highway Crossing	8/2017		\$341,639.41
West Well Pump Station & Sandtrap	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Mike Vercimac	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Pump Station	8/2017	\$	663,833.20
Layne Stratton						
LaVerkin 300 West Improvements	City of LaVerkin 435 N Main LaVerkin, UT 84737 (435) 635-2581 Kyle Gubler	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-628-6500 Contact: Tyler Young	Roadway, Water & Sewer Improvements	11/2017	\$	425,040.04
So Fields Tank & Pipeline Project	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Arthur LeBaron	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Concrete Water Tank & Pipeline	3/2018	\$	2,929,516.88
Brady Holt						
Harmon Farms School Site	Washington County School District 121 W Tabernacle St. George, UT 84770 435-673-3553	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	School Site Work	6/2018	\$	982,083.72
Colt Stratton Rick Latham						

Bloomington Dr Road Resurfacing	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 Contact: Rick Snyder	Roadway Reconstruction	7/2018	\$ 3,974,334.74
Colt Stratton Rick Lathim					
Lizzy Lane Sewer Project	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Jay Sandberg	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Sewer Pipeline & Trestle Structure	7/2018	\$ 4,779,284.82
Colt Stratton Rowdy Gorman					
Sand Hollow Bicycle Skills Park	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Jay Sandberg	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Contact: Mark Goble	New Construction of Park	11/2018	\$ 1,519,976.75
Colt Stratton Justin Gorman					
Ivins Reservoir Toe Drain	Washington County Water Conservancy District 533 East Waterworks Drive St. George, Utah 84770 435-673-3617 Randy Johnson	RB&G Engineers 1435 West 820 North Provo, UT 84601 Phone: 801-374-5771 Contact: Bradford Price	Irrigation, Water, and Storm Drain	1/2019	\$ 264,168.18
Colt Stratton Colby Stratton					
Hurricane 300 North - 200 West to State Street Reconstruction	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 435-635-2184 (FAX) Contact: Arthur LeBaron	Civil Science Engineering 1060 South Main St. George, UT 84770	Roadway Reconstruction	1/2019	\$ 1,913,080.73
Trace Allen Donald Stratton					

Dixie Springs Tank	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 435-635-2184 (FAX)	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Concrete Water Tank & Pipeline	5/2019	\$	2,967,920.75
Colt Stratton Brady Holt						
Bear Claw Poppy Trailhead	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Contact: Mark Goble	Mainline Engineering 321 N Mall Drive Suite T101 St. George, UT 84790 435-669-4810 Contact: Phil Giles	Construction of new parking lot and trailhead	6/2019	\$	193,311.26
Burt Vincelette Justin Gorman						
Little Valley Pumpstation Reconstruction	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Pump Station Reconstruction	6/2019	\$	2,620,510.64
Colt Stratton Rowdy Gorman						
Thunder Junction Parking Expansion	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Contact: Mark Goble	Mainline Engineering 321 N Mall Drive Suite T101 St. George, UT 84790 435-669-4810 Contact: Phil Giles	Parking lot expansion	7/2019	\$	252,240.87
Burt Vincelette Justin Gorman						
Aspen Estates Elementary Site Excavation & Rough Grading Project Colt Stratton Rick Lathim	Washington County School District 121 W Tabernacle St. George, UT 84770 435-673-3553	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Jared Madsen	School Site Work	7/2019	\$	663,856.93

600 West Gap Fill	Ivins City 55 N Main St Ivins, Ut 84738 435-634-0689 Contact: Tom Jorgensen	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Rick Snyder	Storm Drain	7/2019	\$	292,801.30
Colby Stratton						
Cedar City Main Street Waterline	Cedar City 10 N main Cedar City, UT 84720 435-586-2950	Cedar City 10 N main Cedar City, UT 84720 435-586-2950	Reconstruct Waterline water laterals, fire hydrants, concrete & asphalt replacement	8/2019	\$	727,942.75
Layne Stratton						
Old Highway 91 Cottonwood Creek Crossing	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	Earthwork, Concrete Drainage pipe, Rip Rap	9/2019	\$	207,599.50
Colt Stratton Colby Stratton						
Twin Lakes Ph 3 Improvements	RGM Holdings, LLC Brent Gardner	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 84770 435-628-6500 Brent Gardner	Construction of new Subdivision	12/2019	\$	761,486.75
Colt Stratton Rowdy Gorman						
St. George Substation Maintenance Building	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Contact: Weston Nelson	Van Boerum & Frank Associates 230 N. 1680 E. Bldg. V St. George, UT 84790 435-674-4800	Substation Maintenance Buildir	1/2020		\$323,493.06
Burt Vincelette						
Stratton Well Loop	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Waterline	1/2020	\$	179,378.25
Travis Brunstad Colby Stratton						

Cohonina Circle Erosion Mitigation Project	Entrada Property Owners Association	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Jared Madsen	Gabion Baskets	2/2020	\$	118,322.76
Burt Vincelette Justin Gorman						
Sienna Hills Trailhead	SITLA 2303 N Coral Canyon Blvd 100A Washington, UT 84780 435-652-2950 Aaron Langston	Alliance Consulting 2303 N Coral Canyon Blvd #201 Washington, Ut 84780 435-673-8060 Craig Coats	Construction of Ninja Park, restroom building, 20 stall parking lot	3/2020	\$	1,226,831.94
Burt Vincelette Justin Gorman						
Winderland Lane & Manzanita Rd Roadway Improvements Project	Town of Springdale 118 Lion Boulevard Springdale, UT 84767 Phone: 435-772-3434 Robby Totten	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Steve Hall	Roadway reconstruction, Storm Drain, sidewalk, curb & Gutter	4/2020	\$	569,495.08
Travis Brunstad Justin Gorman						
Westfield Estates	Z7 Development 42 South 850 West Hurricane, UT 84737 435-635-2628 Colt Stratton		10 Home Subdivision All Earthwork & Site work	4/2020	\$	539,791.03
Colt Stratton Rowdy Gorman						
1400 W Snow Canyon Parkway Traffic Signal	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Contact: Mike Smith	Mainline Engineering 321 N Mall Drive Suite T101 St. George, UT 84790 435-669-4810 Contact: Phil Giles	Install Traffic light, Curb & Gutter, asphalt patch, landscape	5/2020	\$	202,592.08
Travis Brunstad Brady Holt						

Chapel Street Bridge	Santa Clara City 2603 Santa Clara Drive Santa Clara, UT 84765 Contact: Rick Rosenberg 435-673-6712	Bowens, Collins, & Associates 20 North Main Ste 107 St. George, UT 84770 Contact: Todd Olsen 435-656-3299	Construction of bridge, storm drain, roadway construction, sewer line, trail	5/2020	\$	3,435,633.54
Travis Brunstad Brady Holt						
Quail Creek Fuel Storage Project	Washington County Water Conservancy District 533 East Waterworks Drive St. George, Utah 84770 435-673-3617 Brie Thompson	CRSA 720 S. River Road Building D suite 2100B St. George, UT 84790 Garrett Sullivan 435-673-7362	Installation of 20k Gal. fuel tank & dispensing system	6/2020	\$	421,522.11
Burt Vincelette Craig Stratton						
Dixie Springs Park Pickleball Courts	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	Construction of 2 Post Tension Concrete Pickleball courts w/ Fencing	6/2020	\$	94,455.54
Travis Brunstad Tyler Bracken						
Ivins Storm Water Improvements	Ivins City 55 N Main St Ivins, Ut 84738 435-634-0689 Contact: Tom Jorgensen	Bowens, Collins, & Associates 20 North Main Ste 107 St. George, UT 84770 Contact: Cody Moultrie 435-656-3299	Storm drain, catch basins, asphalt rest. manholes, vaults, sidewalk, curb & gutter	8/2020	\$	1,344,879.95
Burt Vincelette Rowdy Gorman						
Washington City Main Street	Washington City 111 N 100 E WASHINGTON, UT 84780 435-656-6319 Contact: Mike Shaw	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Taylor Torgenson	Removal & replacement of roadway, sidewalk, curb & gutter, storm drain, culinary water pipe, dry & gravity irrigation lines, landscaping	8/2020	\$	3,682,542.55
Burt Vincelette Rick Lathim						

Gould Wash Road Chip Seal Project	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	Grading Roadbase Chip Seal 13,900 SY	10/2020	\$	129,163.60
Travis Brunstad Donald Stratton						
Reach 9 Concrete Pipe Replacement	Ash Creek Special Services District 1350 S. Sand Hollow Road Hurricane, Utah 84737 435-635-2348 Mike Chandler	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Steve Hall	Removal of concrete sewer pipe, install 24" & 36" PVC wastewater pipe, sewer manholes, surface restoration	12/2020		\$1,155,658.00
Colt Stratton Rowdy Gorman						
3700 West Spot Improvements Project	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	CITY OF HURRICANE 147 N 870 W HURRICANE, UT 84737 435-635-2811 Contact: Arthur LeBaron	Road widening and reconstruction at 3700 & 2600 West. Culverts, Ductile Iron Pipe install, Ret. Wall, landscape rest.	2/2021		\$287,289.93
Burt Vincelette Colby Stratton						
Bench Lake Sewer Project	Ash Creek Special Services District 1350 S. Sand Hollow Road Hurricane, Utah 84737 435-635-2348 Mike Chandler	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Glen Carnahan	Construction of new lift station, 21,000+ LF of sewer line, Water & Irr. lines, 28 manholes, grade and road construction.	2/2021		\$5,398,695.34
Burt Vincelette Rowdy Gorman						
Kayenta Booster Pump Station	Washington County Water Conservancy District 533 East Waterworks Drive St. George, Utah 84770 435-673-3617 Brie Thompson	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 94770 435-628-6500 Contact: Trinity Stout	Construct concrete booster pump station, 263 LF Ductile Iron pipe, Connection to existing pipe & fittings	2/2021	\$	221,780.67
Burt Vincelette Layne Stratton						

North Slope @ Copper Rock Phase 1 & 2	Copper Rock	Alliance Consulting 2303 N Coral Canyon Blvd #201 Washington, Ut 84780 435-673-8060 David Hammon 435-673-8060	102 k SF of asphalt, 140k SF roadbase, 8k SF curb & gutter, 39 k SF sidewalk, 7k SF waterways & aprons, 19 ADA ramps, signage, striping	4/2021	\$	854,170.10
Colt Stratton Justin Gorman						
Snake Hollow Bike Park Phases 2 & 3	City of St. George 175 East 200 North St. George, UT 84770 Mark Goble 435-627-4540	Civil Science Engineering 1060 South Main St. George, UT 84770 Cody Howick 435-986-0100	Removals, grading, utilities, parking lots, bike park features, landscaping & irrigation, pavilion	5/2021	\$	1,386,071.65
Burt Vincelette Justin Gorman						
Kaibab Park Sidewalk Replacement	Kaibab Indian Reservation Mohave County, AZ Daniel Bullett 928-643-7245	High Road Engineering PO Box 97 St. George, UT 84771 Elisabeth Whitlock 435-767-8481	Sidewalk demolition & replacen asphalt paving, tree removal, landscaping, electrical upgrades	5/2021	\$	1,000,714.82
Travis Brunstad Brady Holt / Justin Gorman						
Rio De Sion	Riverwood Hollow LLC P.O. Box 458 Santa Clara, Utah 84765 (435) 986-0002	Bush & Gudgeall 205 E. Tabernacle St. #4 St. George, UT 84770 435-673-2337	Sitework for new subdivision. Includes earthwork, utilities, curb & gutter, sidewalk, asphalt, power.	6/2021	\$	1,092,328.18
Burt Vincelette Rick Lathim						
Moenave Trail Project	Town of Springdale 118 Lion Boulevard Springdale, UT 84767 Phone: 435-772-3434 Robby Totten	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Blaine Worrell	Concrete paving and base course for 10 foot wide 2000+ SF of trails and ADA ramp installation at various locations.	6/2021	\$	222,908.50
Burt Vincelette Tyler Bracken						

North Leeds Pipeline Replacement	Washington County Water Conservancy District 533 East Waterworks Drive St. George, Utah 84770 435-673-3617 Brie Thompson	Civil Science Engineering 1060 South Main St. George, UT 84770 Payton Bullock 435-986-0100	removal of existing HDPE pipe and installing approx. 3,700 feet of 24" Ductile Iron Pipe, reconstruct existing air vac, and connect to existing waterline	8/2021	\$ 80,185.55
Kyson Spendlove Colby Stratton					
Kolob Terrace Road Retaining Walls	Washington County Public Works 197 E Tabernacle St. #4 St. George, UT 84770 Todd Edwards 435-634-5780	Washington County Public Works 197 E Tabernacle St. #4 St. George, UT 84770 Todd Edwards 435-634-5780	Earthwork, concrete retaining walls & footers	9/2021	\$ 333,995.49
Burt Vincelette Justin Gorman					
Sand Cove Storage	Brandon Adams	PRO VALUE ENGINEERING 525 WEST STATE STREET HURRICANE, UT 84737 435-668-8307 Contact: Karl Rasmussen	Construction of a new RV Storage facility. Includes Earthwork, Concrete (Curb & gutter, sidewalk, ADA ramp) 60,000+ SF of Asphalt, Utilities	10/2021	\$ 720,949.35
City Creek Pump Station and Pipeline	City of St. George 175 East 200 North St. George, UT 84770 435-627-4000 Jay Sandberg	Bowens, Collins, & Associates 20 North Main Ste 107 St. George, UT 84770 435-628-6500 Todd Olsen	install 4.8 miles of 12" ductile iron and PVC water pipeline and appurtenances. Includes construction of a new 200 HP culinary water pump station enclosed in a concrete building.	12/2021	\$4,121,473.38
Burt Vincelette Rowdy Gorman					
Warner Valley Tank	Washington County Water Conservancy District 533 East Waterworks Dr. St. George, Utah 84770 435-673-3617 Randy Johnson	Bowen Collins & Associates 20 North Main Ste 107 St. George, UT 84770 Todd Olsen 435-656-3299	Construction of 3 MG pre-stressed concrete water tank, connective piping & vault for tank, earthwork, grading	12/2021	\$ 6,117,826.43
Colt Stratton Brady Holt					

*Interstate Rock is not & has not been associated with any litigation on these or any current projects.

LaVerkin Water Improvements	LaVerkin City 435 N. Main Street Laverkin, UT 84745 435-635-2581 Derek Imlay	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Vern Maloy	745 LF of road improvements installing a new 6-inch irrigation line @ approximately 1,750 LF, approximately 2,245 LF 8-inch water line, 2nd water line of 1,320 LF.	5/2022	0*
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Schedule A - Current Projects

NAME of PROJECT IRP Inspecting Officer	OWNER INFORMATION	ENGINEER INFORMATION	LOCATION & SCOPE OF WORK	SCHEDULED COMPLETION	% Complete	Current Contract Amount	Contract Amount Remaining
Sand Hollow Wells 11, 13 & 15 Pump Station Project	Washington County Water Conservancy District 533 East Waterworks Dr. St. George, Utah 84770 435-673-3617 Randy Johnson	Alpha Engineering Company 43 South 100 East Suite 100 St. George, UT 84770 435-628-6500 Contact: Glen Carnahan	Install 3 Pump Stations w/piping, meters, & valves in the building. 265 LF of 8" & 6" PVC pipe & connection to existing pipelines	8/2023	70%	\$ 851,686.06	\$ 851,686.06
Reach 11 Sewer Line Replacement Project	Ash Creek Special Services District 1350 S. Sand Hollow Road Hurricane, Utah 84737 435-635-2348 Mike Chandler	Bowen Collins & Associates 20 North Main Ste 107 St. George, UT 84770 Todd Olsen 435-656-3299	Removal of 24" RCP, install 4,725 LF of new 36" CCFRPM sewer pipeline. Excavation, backfill, compaction, dewatering & bypass pumping. Manholes & appurtances.	9/2022 * Project to begin in June	38%	\$ 1,356,070.00	\$ 842,212.50
Rowdy Gorman							
Foothill Lane Improvements	Town of Springdale 118 Lion Boulevard Springdale, UT 84767 Phone: 435-680-1385 Robert George	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Blaine Worrell	approximately 11,150 square feet of asphalt rec asphalt reconstruction and 392 lineal feet of HDPE storm drain.	11/2022	0%	\$ 275,486.50	
Justin Gorman							* Project begins 3/2023
3000 East Widening/Drainage	City of St. George 175 E. 200 N. St. George, UT 84770 Phone: 435-627-4540 Jay Sandberg	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Dustyn Shaffer	Widening of approximately 2750 feet of roadway with installation of storm drain pipe & structures, asphalt trail, curb & gutter, pedestrian ramps, signing striping, and miscellaneous utilities.	5/2023	0%	\$ 6,374,088.12	
Rowdy Gorman							* Project begins 12/2022
LaVerkin Water Improvements	LaVerkin City 435 N. Main Street Laverkin, UT 84745 435-635-2581 Derek Imlay	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Vern Maloy	745 LF of road improvements installing a new 6-inch irrigation line @ approximately 1,750 LF, approximately 2,245 LF 8-inch water line, 2nd water line of 1,320 LF.	11/2022	30%	\$ 861,646.02	\$ 601,656.93
Colby Stratton							

Laverkin Roads & Utilities Improvements	LaVerkin City 435 N. Main Street Laverkin, UT 84745 435-635-2581	Sunrise Engineering 11 N. 300 W. Washington, UT 84780 435-652-8450 Contact: Vern Maloy	Includes demo & reconstruction of 1,570 LF of roadway, 1,365 LF of 12-24" storm drain. Also new water line, irrigation line, power conduits, and upsizing sewer lines.	11/2022	12%	\$	1,803,967.78	\$	1,587,544.89
Colby Stratton	Derek Imlay								
Blacks Canyon Restoration	Town of Springdale 118 Lion Boulevard Springdale, UT 84767 Phone: 435-680-1385 Robert George	Rosenberg Associates 352 E Riverside Dr. A2 St. George, UT 84790 435-673-8586 Jared Bates	Includes channel grading and stabilization structures for approximately 3,000 ft; installation of rock rip-rap erosion protection and concrete block retaining walls; and installation of a 60' pedestrian bridge, including concrete abutments.	2/2023	0%	\$	984,047.25	\$	984,047.25
Justin Gorman									



HURRICANE CITY - 700 WEST ROADWAY CONSTRUCTION PROJECT; 100 N. TO 400 N.

Project Approach

A) The process used for selecting and managing subcontractors:

(IRP) is a full-service contracting firm, which can provide services for commercial gravel sources, concrete ready-mix facilities, asphalt hot plant and general contracting, specializing in pipeline construction, roadway construction, water and sewer system construction, concrete structures, general building, and earthwork. Because of the large scope that IRP offers, subcontractors are minimized. If any subcontractors are needed IRP goes through a review process with the Project Manager & the Superintendent to determine which subcontractor will be the best fit for the project, provide the best quality of work, and be the most cost effective.

B) A description of how the firm is organized pertaining to this project:

Interstate Rock Products, Inc. is a team player, who is committed to the partnership between the owner, contractor, user, and other stake holders. We will select our best personnel to participate in the 700 West Roadway Construction Project.

C) A project schedule detailing the firm's plan to ensure the project will be completed on time:

Project task sequencing will be accomplished through the identification of critical path items. Each task will be prioritized, so that a schedule may be developed to insure timely completion. Materials will be looked at to assess long lead items so that they can be applied to the schedule. Task sequencing will allow the construction of multiple phases simultaneously. Crews will be drawn from all parts of the company as needed.

Interstate Rock Products anticipates a starting date of February 27 2023 and a completion date of January 3 2024. A total of 310 calendar days is anticipated. The long duration is needed due to lead times on materials and wanting to be sure we have warm weather for paving at the conclusion of the project.



D) A description of the process the firm will utilize to bring the project back on schedule if it falls behind:

Since IRP does most of the work on each of its projects in house and does not use subcontractors if the project starts to fall behind schedule, additional crews and equipment can be brought in. These crews can help with whatever is needed to get the project back on schedule. IRP is committed to completing the project on or ahead of schedule.

E) The process the firm has in place to minimize change orders:

IRP trusts its foreman with making decisions in the field so that they can work with the Engineer and/or inspectors to solve any minor issues. IRP has found that if they can solve issues in the field that it helps to minimize change orders. IRP also tries to look ahead and see any issues that may arise and notify the owner/engineer so that they can solve the issue before it becomes a problem that must be solved in a change order.

F) The methodology used to ensure the accuracy of the firm's bid:

Interstate Rock Products, Inc. estimating staff carefully reviews each project during the bidding process to accurately estimate the cost of the project. Once an estimator has compiled the bid, an owner(s) reviews it to ensure that the bid is complete. IRP also requests quotes for materials and from any subcontractors or supplier that may be needed for the project.

G) The firm's approach to site security and project safety:

IRP makes sure that all materials and equipment are securely protected at the end of each shift so that nothing can easily be removed from the jobsite. A Conex box will be onsite and small items will be locked up every night to ensure that they are not stolen.

IRP presents a balanced approach to managing safety, quality, and production. Our philosophy is taught and reviewed with each of our foreman on a quarterly basis. Additional emphasis is brought to each employee at weekly crew meetings. All too often in our industry, production is emphasized at the sacrifice of quality and safety. We believe that through maximizing quality, and minimizing the rework involved in lesser standards, IRP retains profits earned through production. Construction sites are a dangerous environment, and additional exposure to injuries only



increases the likelihood of an accident. Safety cannot be traded for production. Production is paramount to profit; goals are necessary in the establishment of prices; production goals must be reasonably obtainable. We believe that through the continual improvement of these three principles, IRP has been able to achieve projects that we are proud to share our name in association with the designers and owners.

H) Maintenance of traffic and access accommodations:

Since much of the project is outside of any dedicated roadways and has no existing traffic, much of the maintenance that we have of traffic will be to restrict traffic to our construction crews at the intersection of 100 North and 700 West. As we work on constructing and connecting 700 West to 100 North we will work as a team to generate, get approval, and implement a traffic control plan that will best help traffic to flow smoothly.

If access is needed within the construction project, accommodations can be made at any time to take care of those needs by communicating with the project manager or site superintendent.

I) Public involvement plan:

Interstate Rock Products, Inc. is dedicated to keeping the public involved. Any citizen's who will be affected by the project will be in constant communication with our project superintendent, project manager, or project foreman to ensure that they are happy and taken care of. Because (IRP) cares about the community, a project sign will be installed fronting 100 North with additional contact information for both our project superintendent and our main office. Giving the public a chance to voice their concerns and be heard.

J) Any other information that will assist the selection committee:

Interstate Rock Products, Inc. is committed to providing a safe, cost effective, quality project that will be completed on time and that all the stake holders can be proud of.

#		Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Qtr 2, 2023Qtr 3, 2023Qtr 4, 2023											
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1			HURRICANE 700 WEST 700 WEST ROADWAY PROJECT	223	223	0%	27-Feb-23	03-Jan-24												
2			HURRICANE 700 WEST.700 WEST1 100 N. ROUNDABOUT CONST.	75	75	0%	01-Jun-23	13-Sep-23												
3		A1110	DEMOLITION	5	5	0%	01-Jun-23	07-Jun-23												
4		A1120	ROADWAY EXCAVATION	10	10	0%	08-Jun-23	21-Jun-23												
5		A1130	SEWER	10	10	0%	22-Jun-23	05-Jul-23												
6		A1140	STORMDRAIN	10	10	0%	06-Jul-23	19-Jul-23												
7		A1150	WATER/IRRIGATION	10	10	0%	20-Jul-23	02-Aug-23												
8		A1160	CONCRETE HARDSCAPES	15	15	0%	03-Aug-23	23-Aug-23												
9		A1170	ASPHALT PAVING	5	5	0%	24-Aug-23	30-Aug-23												
10		A1180	LANDSCAPING	15	15	0%	24-Aug-23	13-Sep-23												
11			HURRICANE 700 WEST.700 WEST 100 N. TO 400 N. CONST.	223	223	0%	27-Feb-23	03-Jan-24												
12		A1000	MOBILIZATION	5	5	0%	27-Feb-23	03-Mar-23												
13		A1010	CLEAR AND GRUB/SITE DEMO	25	25	0%	06-Mar-23	07-Apr-23												
14		A1020	ROADWAY EXCAVATION	25	25	0%	06-Mar-23	07-Apr-23												
15		A1040	STORM DRAIN AND DETENTION SYSTEM	40	40	0%	06-Apr-23*	31-May-23												
16		A1050	WATER/IRRIGATION	40	40	0%	02-Aug-23	27-Sep-23												
17		A1060	RETAINING WALL	60	60	0%	10-Apr-23	30-Jun-23												
18		A1070	CONCRETE HARDSCAPES	50	50	0%	28-Sep-23	06-Dec-23												
19		A1080	BLOCK WALLS AND FENCE	30	30	0%	03-Jul-23	11-Aug-23												
20		A1090	ASPHALT PAVING	5	5	0%	07-Dec-23	13-Dec-23												
21		A1100	CLEAN UP AND PUNCHLIST	15	15	0%	14-Dec-23	03-Jan-24												

INSTRUCTIONS TO BIDDERS

ARTICLE 1. BIDDING DOCUMENTS.

Complete sets of Bidding Documents may be obtained from the ENGINEER as designated in the Advertisement for Bid. Complete sets of Contract Documents shall be used for preparing Bids. Neither the OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Each Bid must be submitted in a sealed envelope, addressed to **Hurricane City, 147 N 870 W, Hurricane, Utah 84737**. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for **Hurricane City, 700 West Roadway Construction Project, 100 N to 400 N** and the envelope should bear on the outside, the name of the Bidder, his address, his license number (if applicable) and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER at **147 N 870 W, Hurricane, Utah 84737**.

Each BID must be accompanied by a Statement of Qualifications. Contractors will be ranked and the project will be awarded based on the following criterion:

- | | |
|--|--------------------|
| 1. Statement of Qualifications (include work experience on similar projects, past performance, references, equipment, and subcontractor/subcontract work list). | 25 points possible |
| 2. Project Approach covering work operations, schedule (including the proposed start and completion date), maintenance of traffic, access accommodations, public involvement plan (agent, qualifications, etc.) and other pertinent information. | 25 points possible |
| 3. Bid Price. | 50 points possible |

The OWNER reserves the right to not award the project to the low bidder.

The Bidder shall submit a proposed schedule for the project including start and completion dates including all material delivery and labor for completion of the Work. The OWNER will review the schedule as part of Section 2 above and score based upon allocation of resources, realistic timeframes, and adherence to schedule. The Bidder then will be required as part of the Agreement to complete the Work as outlined in their schedule. No time extensions will be given unless approved in accordance with the General Conditions.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Bidder.

Bidders must satisfy themselves of the amount of required Work and materials by examination of the site and review of the Contract Documents including Drawings, Specifications and Addenda. The OWNER shall provide to Bidders

prior to bidding, all information which is pertinent to, and delineates and describes the land owned and right-of-way acquired or to be acquired.

After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities or Work or of the nature of the Work to be done. Any request for interpretation of Addenda shall be made in writing.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

A conditional or qualified Bid will not be accepted.

ARTICLE 2. BONDING REQUIREMENTS.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible, responsive Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

ARTICLE 3. AWARDING THE CONTRACT.

The OWNER may waive any informalities or minor defects or reject any and all Bids.

This Work will be constructed by award of a competitive, sealed bid Contract awarded to the lowest responsible, responsive bidder. Compensation to the CONTRACTOR will be made through progressive monthly payments in accordance with the General Conditions of these Contract Documents at the units and prices indicated in the Bid Schedule.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, when required, within ten (10) calendar days from the date when the Notice of Intent to Award is delivered to the Bidder. The Notice of Intent to Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the OWNER may, at their option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of the Agreement signed properly by the party to whom the Contract was awarded, and accompanied by acceptable Performance and Payment Bonds, when required, the OWNER shall sign the Agreement and return to the Bidder an executed duplicate of the Agreement. Should the OWNER not execute the

Agreement within such period, the Bidder may by *written notice* withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

Sunroc Corporation

1825 E 3850 S

St George, UT 84790

B) CONTRACTOR's Telephone Number:

435-522-9055

C) CONTRACTOR's Email Address:

dspencer@sunroc.com

D) CONTRACTOR's Licenses Primary Classification:

☒ B100 ☒ E100 ☐ Other:

State License No. and Expiration Date (Attach a Copy):

UT - 326045-5501

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$60m Current Status of WIP: \$25m

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any.
- i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1/17/2023

Proposal of Sunroc (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a Corporation to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
 LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY

700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N

UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ 155,000.00	\$ 155,000.00
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ 24,000.00	\$ 24,000.00
3	02 41 13 01 29 00	Remove Building	1	LS	\$ 9,000.00	\$ 9,000.00
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ 0.65	\$ 16,017.95
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ 24.70	\$ 14,671.80
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ 34.20	\$ 239,058.00
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 34.90	\$ 63,657.60
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 102.00	\$ 178,398.00
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 26.75	\$ 67,891.50
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ 38.50	\$ 1,732.50
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 35.20	\$ 8,659.20

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ 35.50	\$ 4,899.00
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ 24.50	\$ 8,967.00
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ 6.65	\$ 70,842.45
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ 25.00	\$ 45,800.00
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ 27.00	\$ 25,461.00
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ 11,000.00	\$ 33,000.00
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ 54.00	\$ 6,588.00
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 2,950.00	\$ 17,700.00
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 3,550.00	\$ 28,400.00
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 965.00	\$ 164,050.00
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 2,380.00	\$ 571,200.00
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 16,220.00	\$ 16,220.00
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ 175.00	\$ 139,825.00
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ 82.00	\$ 20,172.00
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ 108.00	\$ 35,748.00
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ 135.00	\$ 27,135.00
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 3,800.00	\$ 30,400.00
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ 5,500.00	\$ 16,500.00
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ 140,000.00	\$ 140,000.00
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ 48.00	\$ 74,256.00
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ 1,615.00	\$ 9,690.00

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$ 4,000.00	\$ 24,000.00
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$ 7,150.00	\$ 7,150.00
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$ 9,500.00	\$ 28,500.00
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$ 48.50	\$ 74,641.50
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$ 78.00	\$ 26,052.00
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$ 550.00	\$ 550.00
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$ 6,600.00	\$ 6,600.00
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$ 5,600.00	\$ 5,600.00
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$ 14.50	\$ 29,971.50
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$ 5,200.00	\$ 5,200.00
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$ 2,700.00	\$ 2,700.00
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$ 700.00	\$ 18,200.00
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$ 61,000.00	\$ 61,000.00
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$ 46,000.00	\$ 46,000.00
TOTAL AMOUNT						\$ 2,626,105.00

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: Sunroc Corporation

Business Address: 1825 E 3850 S St. George UT 84790

Representative Name: Clint Foster

Signature: 

Title: Area Manager

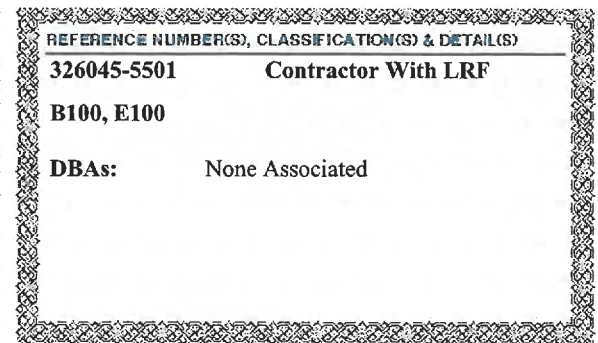
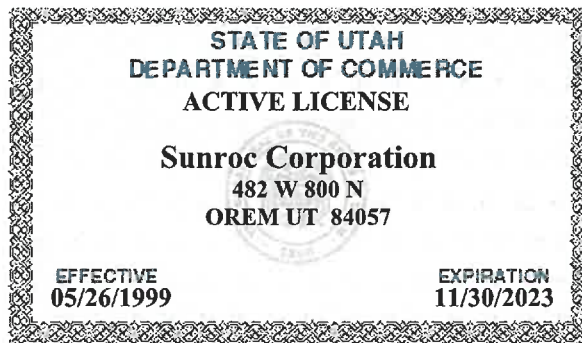
Date: 1/17/2023

Seal (if Bid is by Corporation)



Attest Signature: 

Attest Name: Denny Spencer



IMPORTANT LICENSURE REMINDERS:

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

SUNROC CORPORATION
482 W 800 N
OREM UT 84057

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

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 05/26/1999
EXPIRATION DATE: 11/30/2023
ISSUED TO: Sunroc Corporation
482 W 800 N
OREM UT 84057



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

326045-5501 **Contractor With LRF** **DBAs:** None Associated
B100, E100

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Sunroc Corporation

(Name of CONTRACTOR)

1825 East 3850 South, St. George, UT 84790

(Address of CONTRACTOR)

a Corporation (Corporation, Partnership, or Individual) hereinafter called Principal, and

Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hurricane City

(Name of OWNER)

147 North 870 West, Hurricane, UT 84737

(Address of OWNER)

Five Percent of Accompanying

hereinafter called OWNER, in the penal sum of Bid Dollars Dollars, (\$ 5% of Bid) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the accompanying Bid, dated January 17th, 2023, to said OWNER to perform the Work required under the Bid Schedule(s) of the OWNER's Contract Documents entitled:

700 West Roadway Construction Project: 100 N to 400 N

Now, therefore, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the local public agency in accordance with the Bid as accepted, and give bond with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the local public agency may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

CONTRACTOR AS PRINCIPAL

SURETY

Sunroc Corporation (Seal)
(Name of CONTRACTOR and Corporate Seal)

By: Clinton W Foster
(Signature, CONTRACTOR)

CLINTON W FOSTER
(Print Name)

Area Manager
(Title)

Attest: [Signature]
(Signature)

Estimator/Project Manager
(Title)

Travelers Casualty and Surety
Company of America (Seal)
(Name of Surety and Corporate Seal)

By: Katlyn Bigelow
(Signature, Power of attorney)

Katlyn Bigelow
(Print Name)

Attorney-in-Fact
(Title)

Attest: Star Morgan
(Signature)

CSR
(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Katlyn Bigelow** of **SALT LAKE CITY, Utah**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **January**, **2023**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



STATEMENT OF QUALIFICATION

Sunroc has over 35 years of experience in the construction industry and has been a leader in Heavy Civil Construction performing earthwork, grading, wet and dry utilities, roadway construction and sitework construction. Sunroc has completed numerous jobs for private developers, local municipalities, and the Utah Department of Transportation. Sunroc is financially secure, bonded, and we maintain a reputation of high-quality workmanship, keeping within budget, and doing work within a timely and safe manner. Pertaining to this project, Sunroc has completed many projects, two of which contained a roundabout and managing the traffic around the construction. See our list of past projects which highlights these and other projects which included similar scopes of work as the 700 West Roadway Construction Project.

Sunroc owns and operates several aggregate pits throughout Washington County. At these pits, Sunroc mines and produces rip rap, aggregate base courses, asphalt aggregates, and concrete aggregates. Our pits allow us to provide material for large import borrow and engineered fill projects. Our Hurricane Coral Canyon Pit is where we intend on producing bedding, roadbase, and other aggregate material for this project. Its close proximity and short haul make it possible for us to lower the costs for the owner.

Sunroc is equipped with a well-maintained fleet of excavators, backhoes, dozers, graders, loaders, dump trucks, crushers, and hot plants and ready-mix concrete plants which gives us the control over schedule and flexibility to finish the toughest earthwork and utility projects. Sunroc also uses GPS guided systems on our graders, excavators, dozers, and scrapers to ensure precise results.

SIMILAR PROJECTS

SR-130 Cedar to Enoch UDOT

This project was completed for UDOT which consisted of reconstructing a 2.5 mile stretch of road using 19,000 CY of granular borrow, 27,000 CY of excavation, 5,500 ton of roadbase, and 10,000 tons of asphalt. We moved traffic to one side of the road during reconstruction activities. During construction of the roundabout, traffic was maintained and successfully re-routed around the construction zone after building a temporary driving surface. We experienced some setbacks with the schedule as we were dealing with third party utility relocations. We also experienced some significant delays due to two major flooding events, but we increased our resources and made significant efforts to bring the project back on schedule. This project was finished on time.

Desert Color Parkway

This project was completed near the I-15 Exit 2 in St. George where we constructed the main spine road leading to the Desert Color Development. It included storm, water, and sewer installation, curb & gutter, sidewalk installation, and asphalt paving. We also constructed a retaining wall as part of the box culvert installation. Sunroc experienced two major storm events while constructing this roundabout in conjunction with the installation of a nearby bridge and box culvert, causing work sequencing to be adjusted and some re-work. Adjusting to the circumstances, Sunroc imported dry material and blended on site material to maintain the integrity of the road and quality standards. Through continuous flexibility of crews and equipment, Sunroc was able to keep the roundabout construction on schedule. The project was completed on time and was done on a cost plus an agreed upon mark-up type contract with the owner.

EQUIPMENT

Sunroc has equipment, personnel, and materials that are readily available for this project. Below we have provided a list of equipment that are currently available for the 700 West Roadway Construction Project.

- 140H Cat Graders (GPS Capable)
- 303 and 305 Cat Mini Excavators
- 320 Cat Track hoes
- 325 Cat Track hoes
- 330 Cat Track hoes (w/ GPS)
- 410 John Deere Backhoes
- 310 John Deere Backhoes
- 950 Cat Loaders
- 966 Cat Loaders
- 980 Cat Loaders
- D4 Cat Dozers
- D6 Cat Dozers
- D8 Dozers
- D9 Dozers
- 621 Cat Scrapers
- 277 Cat Skid steers
- D400 Cat Articulated Trucks
- 4,000 gal water trucks
- End Dump & Double Belly Trucks

SUBCONTRACTOR LIST

Sunroc self-performs the majority of the work that the 700 West Roadway Project will require. See below for a list of potential subcontractors that will cover the remainder of the scopes of work.

Subcontractor	Description of Work
Raintree	Landscaping
Snow Canyon/MS Concrete	Concrete
MS Concrete	Retaining Wall
Steel Creations	Metal Privacy Fence
Straight Stripe	Signage
Straight Stripe	Striping

PROJECT APPROACH

As was mentioned at the pre-bid meeting, we will hold a public meeting with the residents who live in the area of construction to show them what we are constructing and the timeline showing when they can expect to start benefiting from use of the new road. We will work hand in hand with Harmony Public Involvement to notify the residents and schedule that meeting.

We have included a list of submittals that we intend on submitting prior to the project start date in order to make an effort to seek approvals early so that no time is wasted as construction is under way.

Description	Requested from Supplier/Subcontractor	Sunroc Rep Review	Submit to Engineer	Approved/Rejected	Follow- up
Traffic control plan					
Proctor samples					
Asphalt Mix					
Curb Concrete					
Sidewalk Concrete					
Expansion Joint – Sidewalks					
ADA Tiles					
Cross Gutter Rebar					
Colored Concrete – for Apron					
Retaining Wall Concrete, rebar, form liner					
CMU Block					
Metal Privacy Fence					
15", 18", 24" HP Pipe & fittings					
Rip Rap					
Fabric					
Concrete Drainage Structure					
Manholes					
Drainage Boxes					
Storm Brixx					
Waterline, Hydrants, Valves, & Fittings					
Air Vac Fittings					
Air Vac Manhole					
Irrigation, Fittings, & Connection Fittings					
Sewer line & Fittings					
Sewer Manholes					
Pavement Marking Paint					
Pavement Message Paint					
Signs, Posts, & Anchors					
Landscaping, Irrigation, & Fittings					

Once we've obtained the notice to proceed, we will set up traffic control first, then immediately work on rough grading the road.

KEY PERSONNEL

Kurt Allen, Project Manager

Mr. Allen has a B.S. in Civil Engineering and has over 30 years of experience in the construction industry. His experience extends from working in the field to managing projects. He has worked on various projects with UDOT, municipalities, developers, utility owners, and private owners. Recently he has been building major and minor roads for developers in the St. George area.

Kalvin Bowler, Project Foreman

Mr. Bowler has been involved in civil construction for over 48 years. He puts a great deal of focus on quality, he worked for Landmark testing for 8 years as project manager and testing supervisor, overseeing quality control for many projects with very stringent specifications. He has built strong relationships with many of the project owners and their representatives by helping deliver timely and cost-efficient projects. He has also owned and operated a construction and aggregate supply company.

PAST PERFORMANCE

Project name, location, and description:

SR-130 Cedar to Enoch, Utah

This project was completed for UDOT which consisted of reconstructing a 2.5 mile stretch of road using 19,000 CY of granular borrow, 27,000 CY of excavation, 5,500 ton of roadbase, and 10,000 tons of asphalt. It also included installation of riprap, 24" and 18" storm piping, and drainage boxes, fencing, landscaping, signage, and striping.

Contract Amount: \$3,500,000

Contract date of completion: August 2021

Actual date of completion: August 2021

Engineer: UDOT

Contractor's Key Personnel – Kelly Cox – Sunroc Project Manager, Cameron Carling Project Engineer, Tyson Prince Project Engineer

Name & telephone number of Owner's Contact Person:

Tyrell Wood – UDOT Resident Engineer (435)559-1861

Litigation: No

Subcontractors: Tripple B Concrete, Phillips Builders Concrete, Proseed SWPPP, Straight Stripe (Signage and Striping)

Suppliers: Geneva Pipe, Mountainland





Project name, location, and description:

Desert Color Parkway – St. George, Utah

This project included the installation of 10” and 16” irrigation lines, 8” waterlines, 10” sewerlines with manholes, 24” and 36” storm drain (with the associated storm boxes), power and gas installation, and the installation of a 90 ft. long x 12 ft. wide x 14 ft box culvert with a retaining wall. We imported imported and placed 7 to 10 feet of fill material at the roundabout site. Sunroc fine graded for all hard surface improvements along with the coordination and oversight of the concrete subcontractor as they placed all concrete improvements for the roundabout. Sunroc self-performed the majority of the work on this project.

Contract Amount: \$1,159,746

Contract date of completion: January 2019

Actual date of completion: January 2019

Engineer: Alliance Consulting

Contractor’s Key Personnel – Kurt Allen – Sunroc Project Manager, Don Sowell – Project Foreman

Name & telephone number of Owner’s Contact Person:

Travis Cottam – Desert Color Project Manager (801)318-7903

Litigation: No

Subcontractors: Triple B Concrete, Straight Stripe (Signage and Striping)

Suppliers: Geneva Pipe, Ferguson



Project name, location, and description:

Lagoon Parkway – St. George, Utah

This project included the installation of 10” and 16” irrigation lines, 8” waterlines, 10” sewer lines with manholes, 24” and 36” storm drain (with the associated storm boxes), power and gas installation, and the installation of a 90 ft. long x 12 ft. wide x 14 ft box culvert with a retaining wall. We imported and placed 7 to 10 feet of fill material at the roundabout site. Sunroc fine graded for all hard surface improvements along with the coordination and oversight of the concrete subcontractor as they placed all concrete improvements for the roundabout. Sunroc self-performed the majority of the work on this project.

Contract Amount: \$1,159,746

Contract date of completion: January 2019

Actual date of completion: January 2019

Engineer: Alliance Consulting

Contractor’s Key Personnel – Kurt Allen – Sunroc Project Manager, Don Sowell – Project Foreman

Name & telephone number of Owner’s Contact Person:

Travis Cottam – Desert Color Project Manager (801)318-7903

Litigation: No

Subcontractors: Triple B Concrete, Straight Stripe (Signage and Striping)

Suppliers: Geneva Pipe, Ferguson

Project name, location, and description:

Dixie State University Legends Solar Track & Field

3D Profile Millings, 3D paving to tight NCAA specifications of one percent cross slope.
Grading, block retention wall, underground utility installation, concrete prep and supply

Current Contract Price: \$968,635

Contract date of completion: June 2017

Engineer: Alpha Engineering

Name & telephone number of General Contractor's Contact Person:

Layton Construction, Nate Ringel 801-657-1312

Project name, location, and description:

Cedar City Airport

Profile roto milling and overlay of various locations of the runway/taxiway

Current Contract Price: \$255,495

Contract date of completion: November 2016

Engineer: Jviation

Name & telephone number of General Contractor's Contact Person:

Nichols Builders 435-865-7630

Project name, location, and description:

Old Highway 91

Excavation, grading, roadbase installation, asphalt paving, and storm drain installation for a highway in Santa Clara.

Current Contract Price: \$2,948,457

Contract date of completion: October 2016

Engineer: Civil Science

Name & telephone number of Owner's Representative:

Percent Completed by Sunroc: 80% (landscaping, concrete, electrical done by others)

Project name, location, and description:

Parowan Main St. Reconstruction

Reconstruction of drainage and road in Parowan Utah

Current Contract Price: \$3,195,796

Contract date of completion: July 2014

Engineer: UDPT

Name & telephone number of Owner's Contact Person:

Lief Condie 435-691-1879

Project name, location, and description:

I-15 Climbing Lanes and Curve Reconstruction

Addition of a climbing lane north bound along with median safety improvements and curve improvements.

Current Contract Price: \$9,337,280

Contract date of completion: July 2014

Engineer: UDOT

Name & telephone number of Owner's Contact Person:

Ray Bentley 435-691-1887

Project name, location, and description:

I-15 Climbing Lanes Paving

Paving of the climbing lanes as a subcontract to Interstate Rock Products

Current Contract Price: \$568,702

Contract date of completion: August 2013

Engineer: UDOT

Name & telephone number of Owner's Contact Person:

Ray Bentley 435-691-1887

Project name, location, and description:

East Dixie Drive Widening

As part of the new Dixie Drive Interchange in St. George, East Dixie Drive had to be widened in order to accommodate the increase in traffic. Constructing this project included 18,000 CY of cut and 12,847 CY of granular fill. We also had to adjust and extend existing utilities, install new curb and place 3,017 CY of roadbase and 6,211 tons of asphalt. This project was done on a tight 39 day schedule and was finished on time.

Current Contract Price: \$1,023,614

Contract date of completion: July 2013

Name & telephone number of Owner Contact Person:

Bob Lameroux, Stanley Consultants, (435)272-4370

Percent Completed by Sunroc: 70%

Project name, location, and description:

Dixie Drive Reconstruct, St. George, Utah

This project consisted of reconstructing Dixie Drive from Valley View Drive to Mathis Bridge. This involved a full reconstruct which consisted of excavating and importing granular borrow and road base to get a better section throughout the clayey soil. From Valley View Drive to Tonaquint Cemetery the road was widened to accommodate 2-lanes of traffic in each direction. The project also involved installing median island with the landscaping.

Current Contract Price: \$2,058,559

Contract date of completion: April 2, 2012

Date Completed: In Progress

Name & telephone number of Owner Contact Person:

Cameron Cutler, St. George City, 435-627-4052

Project name, location, and description:

Cedar City Airport/BLM parking apron, Cedar City, Utah

This project was designed to provide more parking for the BLM firefighting planes and helicopters. Construction involved excavating a containment pond with a geomembrane liner to hold onsite spills from the aircraft loading station; constructing 3 new helipads for the helicopters to land on; and building a 100,000 square foot parking apron for the BLM airplanes.

Current Contract Price: \$449,000

Contract date of completion: June 30, 2011

Date Completed: June 30, 2011

Name & telephone number of Owner Contact Person:

Russ Volk Cedar City Airport Manager 435-867-9408

Project name, location, and description:

Milford Compressor Station, Milford, Utah

This project is part of the Kern River Gas Line that runs from Wyoming to California. The compressor station being built will be only the second gas compressor station of its kind built in the world. The compressor station will not only clean the gas but will recharge the gas line allowing it to service more homes in California. Sunroc was awarded \$800,000 to perform the mass grading of a 38 acre lot, storm drain, and building preparation.

Current Contract Price: \$806,000

Contract date of completion: October 2011

Date Completed: In Progress

Name & telephone number of General Contractor's Contact Person:

Infrasource Construction

Project name, location, and description:

Dixie Drive Interchange, St. George, Utah

This project is part of the new Dixie Drive Interchange being built by the Washington County Constructors, a joint venture between Ralph Wadsworth and Granite Construction companies for \$73 million. Sunroc was awarded \$387,076; Section B, the storm drain installation; which consists of storm drain pipe, catch basins, and the storm drain manholes.

Current Contract Price: \$387,076

Contract date of completion: February 2011

Date Completed: In Progress

Name & telephone number of General Contractor's Contact Person:

Rance Pickering, Washington County Constructors

Project name, location, and description:

I-70 Wildlife Crossing, Cove Fort, Utah

This project consisted of the installation of a new precast bridge allowing animals to cross under the freeway along I-70. Sunroc was awarded the earthwork on the project which consisted of 30,000 cubic yards of excavation and grading for the wildlife crossing.

Current Contract Price: \$250,000

Contract date of completion: November 2010

Date Completed: November 2010

Name & telephone number of General Contractor's Contact Person:

Joel Eberhardt, Ralph Wadsworth Construction

Project name, location, and description:

Dixie Center Parking Lot, St. George, Utah

This project involved excavation and grading of a new parking lot and roadway. The approximate quantity of asphalt is 187,380 square feet. Along with a new parking lot and roadway there was storm drain, water line, and sewer utilities that were installed also.

Current Contract Price: \$811,500

Contract date of completion: October 2010

Date Completed: In progress

Project name, location, and description:

Hurricane 2260 West Street Reconstruct

This project consisted of installation of curb and gutter along the West side of 2260 West. It also involved the relocation of several fire hydrants, water meters, and other utilities. This project involved coordination with several businesses along the street to keep their business accessible during construction.

Current Contract Price: \$242,000

Contract date of completion: May 2010

Date Completed: May 2010

Project name, location, and description:

Springdale LDS Church Parking lot Reconstruct

This project involved excavation of the existing parking lot in which the 30" of clayey material had to be excavated and hauled off site and replaced with a layer of geotextile fabric with a solid layer of granular material used to stabilize the subgrade. There was also concrete flatwork and curb and gutter replacement done with this project.

Current Contract Price: \$255,000

Contract date of completion: July 2010

Date Completed: July 2010

Project name, location, and description:

Cordero Drive, Ivins, UT

This project consisted of installation of a 1,700 lf - 6" groundwater drainpipe to reduce the amount of groundwater that is leaking into the residents' homes. Due to the amount of water in the area the roadway was reconstructed by using an enzyme to harden the damp soils underneath the asphalt areas.

Current Contract Price: \$261,000

Contract date of completion: January 2010

Date Completed: March 2010

Project name, location, and description:

US 89 Passing Lanes, Orderville, UT

This project consisted of excavation and placement 40,000cy of material to build up the roadway for passing lanes to be constructed along with extending out storm drainpipe to meet the required drainage. Imported road base, granular borrow and asphalt paving (1700ton).

Current Contract Price: \$700,000

Contract date of completion: August 2009

Date Completed: August 2009

Project name, location, and description:

I-15; South Bluff to Washington, St. George,

This project consisted of the placement of cold-recycle-asphalt, asphalt paving, and stone mix asphalt paving of approximately 5 miles. There was 40,000 CY's of import borrow material to build up the shoulders. Multiple subcontractors were used on the project to complete the ATS and electrical systems, seeding, cable barrier and guardrail installation, and signage and striping.

Contract date of completion: September 2008

Date Completed: May 2009

Contract Amount: \$11.5 Million

Project name, location, and description:

Cedar City Airport, Cedar City, UT

This project is complete and consists of placing new water and sewer lines. It also consists of importing fill material to build up taxi ways for traffic flow in and out of the airport.

Current Contract Price: \$633,007

Contract date of completion: October 2008

Date Completed: October 2008

Name & telephone number of General Contractor's Contact Person:

David Hartmann, Armstrong Consultants 970-242-0101

[illegible]

BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

Progressive Contracting, Inc.
PO Box 1930 St George, UT 84770
230 E Tahquamenon St George UT 84771

B) CONTRACTOR's Telephone Number:

435-628-6662

C) CONTRACTOR's Email Address:

JohnWilson@ProgressiveContracting.Com

D) CONTRACTOR's Licenses Primary Classification:

☐ B100 ☒ E100 ☐ Other:

249391-5501 11-30-2023

State License No. and Expiration Date (Attach a Copy):

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$ *13,000,000.00* Current Status of WIP: \$ *1,190,000.00*

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any.
- i) Status of current litigation, if any, associated with any project.

See attached

No Litigation

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1-17-2023

Proposal of Progressive Contracting, Inc. (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a corporation to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY

700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N

UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ 200,000 ⁰⁰	\$ 200,000 ⁰⁰
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ 14,000 ⁰⁰	\$ 14,000 ⁰⁰
3	02 41 13 01 29 00	Remove Building	1	LS	\$ 8,000 ⁰⁰	\$ 8,000 ⁰⁰
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ 1.20	\$ 29,571 ⁶⁰
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ 14 ⁰⁰	\$ 8,316 ⁰⁰
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 12,000 ⁰⁰	\$ 12,000 ⁰⁰
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ 24 ⁰⁰	\$ 167,760 ⁰⁰
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 40 ⁰⁰	\$ 72,960 ⁰⁰
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 118 ⁰⁰	\$ 206,382 ⁰⁰
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 35 ⁰⁰	\$ 88,830 ⁰⁰
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ 67 ⁰⁰	\$ 3,015 ⁰⁰
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 44 ⁰⁰	\$ 10,824 ⁰⁰

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ 46 ⁰⁰	\$ 5,520 ⁰⁰
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ 28 ⁰⁰	\$ 10,248 ⁰⁰
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ 8 ⁴⁰	\$ 89,485 ²⁰
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ 24 ⁰⁰	\$ 43,968 ⁰⁰
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ 24 ⁰⁰	\$ 22,632 ⁰⁰
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ 8,000 ⁰⁰	\$ 24,000 ⁰⁰
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ 20 ⁰⁰	\$ 2,440 ⁰⁰
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 5,600 ⁰⁰	\$ 33,600 ⁰⁰
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 4,200 ⁰⁰	\$ 33,600 ⁰⁰
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 940 ⁰⁰	\$ 159,800 ⁰⁰
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 2,000 ⁰⁰	\$ 480,000 ⁰⁰
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 28,000 ⁰⁰	\$ 28,000 ⁰⁰
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ 106 ⁰⁰	\$ 84,694 ⁰⁰
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ 66 ⁰⁰	\$ 16,236 ⁰⁰
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ 75 ⁰⁶	\$ 24,825 ⁰⁶
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ 98 ⁰⁰	\$ 19,698 ⁰⁰
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 6,700 ⁰⁰	\$ 53,600 ⁰⁰
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ 10,000 ⁰⁰	\$ 30,000 ⁰⁰
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ 137,000 ⁰⁰	\$ 137,000 ⁰⁰
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ 70 ⁰⁶	\$ 108,290 ⁰⁶
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ 3,300 ⁰⁰	\$ 19,800 ⁰⁰

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$ 3,500 ⁰⁰	\$ 21,000 ⁰⁰
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$ 10,000 ⁰⁰	\$ 30,000 ⁰⁰
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$ 74 ⁰⁰	\$ 113,886 ⁰⁰
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$ 53 ⁰⁰	\$ 17,702 ⁰⁰
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$ 6,300 ⁰⁰	\$ 6,300 ⁰⁰
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$ 10,700 ⁰⁰	\$ 10,700 ⁰⁰
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$ 10,300 ⁰⁰	\$ 10,300 ⁰⁰
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$ 18 ⁰⁰	\$ 37,206 ⁰⁰
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$ 5,425 ⁰⁰	\$ 5,425 ⁰⁰
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$ 700 ⁰⁰	\$ 18,200 ⁰⁰
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$ 45,000 ⁰⁰	\$ 45,000 ⁰⁰
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$ 75,000 ⁰⁰	\$ 75,000 ⁰⁰
TOTAL AMOUNT						\$ 2,652,813 ⁰⁰

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: Progressive Contracting, Inc.
Business Address: PO Box 1930 St George UT 84770
230 E. Tahquamenon St George UT 84771
Representative Name: John Wilson

Seal (if Bid is by Corporation)

Signature: John Wilson
Title: Project Manager / Estimator P.E.
Date: 1-17-2023

Attest Signature: John W Slack - Corp Secretary
Attest Name: John W Slack

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Progressive Contracting, Inc.

(Name of CONTRACTOR)

P.O. Box 1930, St. George, UT 84771

(Address of CONTRACTOR)

a Utah

(Corporation, Partnership, or Individual) hereinafter called Principal, and

Employers Mutual Casualty Company

(Name of Surety)

6550 S. Millrock Dr., #300, Salt Lake City, UT 84121

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hurricane City

(Name of OWNER)

147 N. 870 W., Hurricane, UT 84737

(Address of OWNER)

hereinafter called OWNER, in the penal sum of Five Percent of Amount of Bid Dollars, (\$** 5% **) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the accompanying Bid, dated January 17, 2023, to said OWNER to perform the Work required under the Bid Schedule(s) of the OWNER's Contract Documents entitled:

700 West Roadway Construction Project: 100 N to 400 N

Now, therefore, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the local public agency in accordance with the Bid as accepted, and give bond with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the local public agency may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

CONTRACTOR AS PRINCIPAL

SURETY

Progressive Contracting, Inc. (Seal)
(Name of CONTRACTOR and Corporate Seal)

By: John W. Slack - Corp. Secretary
(Signature, CONTRACTOR)

John W. Slack
(Print Name)

Corp. Secretary
(Title)

Attest: John W. Slack
(Signature)

Estimator / Project Manager
(Title)

Employers Mutual Casualty Company (Seal)
(Name of Surety and Corporate Seal)

By: J. Michele Burraston
(Signature, Power of attorney)

J. Michele Burraston
(Print Name)

Attorney-in-Fact
(Title)

Attest: J. Michele Burraston
(Signature)

Witness
(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

J. MICHELE BURRASTON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

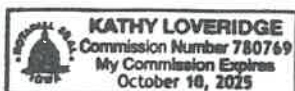
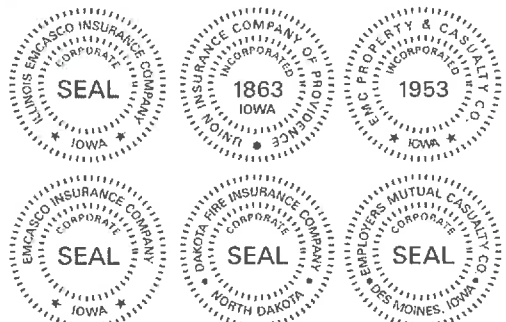
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of January, 2023.

Ryan J. Springer
Vice President

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 05/02/2003
EXPIRATION DATE: 11/30/2023
ISSUED TO: Progressive Contracting Inc
PO BOX 1930
SAINT GEORGE UT 847711930



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

249391-5501 Contractor With LRF DBAs: None Associated

E100

Form #1

NOTICE
THIS LICENSE MUST BE POSTED
IN A CONSPICUOUS PLACE

CITY OF ST. GEORGE
175 E 200 N
ST. GEORGE, UT 84770

LICENSE NO.: 00317749
DATE ISSUED: 1/01/2022
EXPIRES: 12/31/2022

BUSINESS LICENSE

THIS CERTIFIES that the business or individual listed below is hereby granted a license to do business as stated at the specified business location for the year indicated on this certificate.

NAME: PROGRESSIVE CONTRACTING INC
TO: P O BOX 1930
ST. GEORGE UT 84771-0193


St. George

LICENSE YEAR: **2022**

BUSINESS OWNER: LIMB, RUSSELL
BUSINESS LOCATION: 230 E TABERNACLE ST
TYPE OF BUSINESS: GENERAL ENGINEERING C


CITY LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS

Job Name	Owner	Description	Contract Amour	Engineer	Contact	Phone	Comp Date	Liq Damages
2025 SAND HOLLOW DAM	WCWCD	Dam	12,476,532.27	RBGE	Brad Price	801-374-5771	2001	none
2110 KACHINA SPRINGS SOUTH	Moenkapi Partners	Subdivision	709,352.61	Bush & Gudgell	Todd Edward	435-673-2337	2002	none
2113 BLOOMINGTON SID	City of St George	Subdivision	641,197.20	Creamer & Noble		435-673-4677	2002	none
2202 THE SPRINGS	Moenkapi Partners	Subdivision	593,415.94	Bullock Brothers	Mark Brown	435-628-4700	2002	none
2204 SAND HOLLOW CRUSHING	WCWCD	Crushing	563,545.66	RBGE	Brad Price	801-374-5771	2002	none
2203 SAND HOLLOW ROAD	WCWCD	Road	594,355.48	RBGE & Alpha	Brad Price	801-374-5771	2002	none
2206 WESTERN GYPSUM	Western Gypsum	Crushing	2,380,317.88	N/A		435-632-6000	2003	none
2207 CHACO BENCH	Entrada Co	Subdivision	1,174,493.21	Bush & Gudgell	Todd Edward	435-673-2337	2003	none
2311 PARKING LOT ENTRANCE	WCWCD	Parking lot	523,530.02	Alpha Engineering	Brent Gardner	435-628-6500	2003	none
2213 LAVERKIN BRIDGE	UDOT	Bridge	1,036,941.05	UDOT	Jim McConnell	435-865-5556	2003	none
2228 F1 & F2 BASINS & CHANNELS	Wiser	EWP Channels	3,490,589.75	Army Corp Engineer	Steve Collins	702-864-2510	2003	none
2307 THE RESERVE	Split Rock	Subdivision	978,767.07	Split Rock	Curtis Chugg	435-684-7222	2003	none
2406,7&8 STRAWBERRY+2515 & 2500-15	Kane County Water	Pipeline/Roads	3,476,748.44	Sunrise Engineering	Dustin Schafer	435-652-8450	2004	none
2409 SUMMERFIELD	Greg Sant	Subdivision	1,271,259.29	Rosenberg Assoc	Rob Reed	435-673-8586	2004	none
2416 & 2500-18 PINION HILLS	Brooks Pace	Subdivision	550,172.55	Rosenberg Assoc	Rob Reed	435-673-8586	2006	none
2505 VIRGIN RIVER CLEARING	Washington County	EWP	1,626,959.63	NRCS	Ron Whitehead	435-634-5780	2004	none
2514 ENTERPRISE WATERSHED	Washington County	EWP	594,208.13	NRCS	Ron Whitehead	435-634-5780	2005	none
2517 GUNLOCK #5	Washington County	EWP/Rip Rap	1,981,659.50	NRCS	Ron Whitehead	435-634-5780	2005	none
2520 GUNLOCK #3	Washington County	EWP/Rip Rap	633,762.00	NRCS	Ron Whitehead	435-634-5780	2005	none
2511 BRIDLE GATE ESTATES	Sunchaser LLC	Subdivision	944,249.43		Ken Miller	435-680-5053	2005	none
2516/19 FALCON RIDGE PHASE 1& 2	E Fab	Subdivision	1,990,652.94	Pratt Engineering		435-635-3465	2006	none
2603 TONAQUINT & 2600-06 BART IMLAY FIELD	Washington County	EWP	1,836,252.58	NRCS	Ron Whitehead	435-634-5780	2006	none
2604 HIDDEN VALLEY SEWER	Ivory Homes	Sewer	686,359.39	B&G	Todd Edward	435-673-2337	2006	none
2607 SWAIN'S CREEK WATERLINE	Kane County Water	Waterline	1,450,116.91	Sunrise Engineering	Marv Wilson	435-652-8450	2006	none
2506 QUAIL LAKE BYPASS WATERLINE	WCWCD	Pipeline	863,264.49	Alpha Engineering	Brent Gardner	435-628-6500	2006	none
2512 SUNCHASE BUSINESS PARK	Asset Management	Earthwork	1,086,406.06		Ken Miller	435-680-5053	2006	none
2513 PINION HILLS PH 6	Brooks Pace	Subdivision	1,258,279.27	Rosenberg Assoc	Rob Reed	435-673-8586	2007	none
2606 INDEPENDENCE POINT	E Fab	Subdivision	829,059.85	Pratt Engineering		435-635-3465	2007	none
2611 & 270006 PAUNSAUGUNT CLIFFS PHASE III	Mtn River Investment	Subdivision	1,362,580.94		Cameron Cuttler		2007	none
2618 RIVER ROAD EXTENSION	SITLA	Earthwork	1,508,759.59	Rosenberg Assoc	Rob Reed	435-673-8586	2007	none
2703&2706 KCWCD - JOHNSON CANYON	Kane County Water	Waterline	1,081,724.28	Alpha Engineering	Wayne Thomas	435-628-6500	2007	none
2704 WASHINGTON CITY YARD	City of Washington	Earthwork	537,645.53	Alliance Engineering		435-673-8060	2007	none
2708 SWAINS CREEK ROADS	Kane County Water	Road	684,870.68	Sunrise Engineering	Dustin Schafer	435-652-8450	2007	none
2521 INDIAN KNOLLS PHASE 3	Richardson Homes	Subdivision	1,489,174.53	PEPG Engineering	Riley Richardson	435-627-1020	2008	none
2701 & 270009 KANE CO - SID	Kane County	Road	1,346,189.98	Jones & DeMille	Kary Monroe	435-896-8266	2007	none
2705 SITLA - J & 2711 C&E	SITLA	Earthwork/Reuse	2,435,960.02	Alliance Engineering		435-673-8060	2008	none
2712 BLOOMINGTON HILLS SEWER	City of St. George	Sewer	2,367,070.09	Bowen & Collins	Joel Anders	435-656-3299	2008	none
2803 VIRGIN RIVER TRAIL	City of Washington	Trail	1,200,000.00	Jones & DeMille	Tom Christensen	435-896-8266	2008	none
2807 DIXON ROSE PARK	City of Caliente, NV	Park	1,592,899.00	Sunrise Engineering	Joe Phillips	435-652-8450	2009	none
2808 SUPER PARK	City of Caliente, NV	Park	604,951.00	Sunrise Engineering	Joe Phillips	435-652-8450	2009	none
2901 BLOOMINGTON SUNRIVER TRAIL	City of St George	Trail	348,150.55	Rosenberg Assoc	Rob Reed	435-673-8586	2009	none

Contract Amount	Job Name	Owner	Engineer	Contact	Phone	Comp Date	Description
9,000,000.00	9840 LAS VEGAS BELTWAY	Clark County	Harris & Assoc		702-597-9410	2000	7 miles concrete channel
1,500,000.00	1999 SNOW CANYON PKWY/TRAILHEAD	Ivins/St George City	MK Centennial			1999	Roadway adj. Trailhead
1,300,000.00	2023 ST GEORGE TENNIS FACILITY	City of St George	Rosenberg Assoc	Rob Reid	435-673-8586	2001	Post Tension Tennis Courts
12,476,532.27	2025 SAND HOLLOW DAM	KWCWD	RBGE	Brad Price	801-374-5771	2001	Reservoir
204,904.00	2033 COLOR COUNTRY TANK	KWCWD	Alpha Engineering	Russ Owens	435-6286500	2001	Water Tank 200,000 gal
709,352.61	2110 KACHINA SPRINGS SOUTH	Moenkopi Partners	Bush & Gudgeall	Todd Edward	435-673-2337	2002	Subdivision
641,197.20	2113 BLOOMINGTON SID	City of St George	Creamer & Noble		435-673-4677	2002	Utilities, Curb & Gutter, Paving
593,415.94	2202 THE SPRINGS	Moenkopi Partners	Bullock Brothers	Mark Brown	435-628-4700	2002	Subdivision
563,545.66	2204 SAND HOLLOW CRUSHING	KWCWD	RBGE	Brad Price	801-374-5771	2002	Crushing Aggregate
594,355.48	2203 SAND HOLLOW ROAD	KWCWD	RBGE & Alpha	Brad Price	801-374-5771	2002	Grading, Paving
2,380,317.88	2206 WESTERN GYPSUM	Western Gypsum	N/A		435-632-6000	2003	Crushing Aggregate
1,174,493.21	2207 CHACO BENCH	Entrada Co	Bush & Gudgeall	Todd Edward	435-673-2337	2003	Subdivision
523,530.02	2311 PARKING LOT ENTRANCE	KWCWD	Alpha Engineering	Brent Gardner	435-628-6500	2003	Paving, Concrete, Grading
351,247.00	2315 SKYLINE DRIVE PUMP STATION	KWCWD	Alpha Engineering		435-628-6500	2003	water tank 500,000 gal/pump station
1,036,941.05	2213 LAVERKIN BRIDGE	UDOT	UDOT	Jim McConnel	435-865-5556	2003	Grading, Utilities
3,490,589.75	2228 F1 & F2 BASINS & CHANNELS	Wiser	Army Corp Engineer	Steve Collins	702-864-2510	2003	Grading, RCC Dam
978,767.07	2307 THE RESERVE	Split Rock	Split Rock	Curtis Chugg	435-684-7222	2003	Subdivision
3,476,748.44	2406,768 STRAWBERRY+2515 & 2500-15	Kane County Water	Sunrise Engineering	Dustin Schauer	435-632-8450	2004	Water Project
1,271,259.29	2409 SUMMERFIELD	Greg Sant	Rosenberg Assoc	Rob Reed	435-673-8586	2004	Subdivision
550,172.55	2416 & 2500-18 PINION HILLS	Brooks Pace	Rosenberg Assoc		435-673-8586	2006	Subdivision
1,626,959.63	2505 VIRGIN RIVER CLEARING	Washington County	NRCS	Ron Whitehead	435-634-5780	2004	Erosion Protection
594,208.13	2514 ENTERPRISE WATERSHED	Washington County	NRCS	Ron Whitehead	435-634-5780	2005	Erosion Protection
1,981,659.50	2517 GUNLOCK #3	Washington County	NRCS	Ron Whitehead	435-634-5780	2005	Erosion Protection
633,762.00	2520 GUNLOCK #3	Washington County	NRCS	Ron Whitehead	435-634-5780	2005	Erosion Protection
944,249.43	2511 BRIDLE GATE ESTATES	Sunchaser LLC		Ken Miller	435-680-5053	2005	Subdivision
1,990,652.94	2516/19 FALCON RIDGE PHASE 1 & 2	E Fab	Pratt Engineering		435-635-3465	2006	Subdivision
1,836,252.58	2603 TONAQUINT & 2600-06 BART INLAY FIELD	Washington County	NRCS	Ron Whitehead	435-634-5780	2006	Erosion Protection
686,359.39	2604 HIDDEN VALLEY SEWER	Ivory Homes	B&G	Todd Edward	435-673-2337	2006	Sewer Project
1,450,116.91	2607 SWAIN'S CREEK WATERLINE	Kane County Water	Sunrise Engineering	Marv Wilson	435-652-8450	2006	Water Project
863,264.49	2506 QUAIL LAKE BYPASS WATERLINE	KWCWD	Alpha Engineering	Brent Gardner	435-628-6500	2006	Water Project
1,086,406.06	2512 SUNCHASE BUSINESS PARK	Asset Management		Ken Miller	435-680-5053	2006	Business Park
1,258,279.27	2513 PINION HILLS PH 6	Brooks Pace	Rosenberg Assoc	Rob Reed	435-673-8586	2007	Subdivision
829,059.85	2606 INDEPENDENCE POINT	E Fab	Pratt Engineering		435-635-3465	2007	Subdivision
1,362,580.94	2611&270006 PAUNSAUGUNT CLIFFS PHASE III	Mtn River Investment		Cameron Cutler		2007	Subdivision
220,000.00	2614 MAIN ST PEDESTRIAN BRIDGE	City of St George	Rosenberg Assoc		435-673-8586	2006	Pedestrian Bridge
1,508,759.59	2618 RIVER ROAD EXTENSION	SITLA	Rosenberg Assoc	Rob Reed	435-673-8586	2007	Grading, Storm Drain, Concrete
1,081,724.28	2703&2706 KWCWD - JOHNSON CANYON	Kane County Water	Alpha Engineering	Wayne Thomas	435-628-6500	2007	Water line
537,645.53	2704 WASHINGTON CITY YARD	City of Washington	Alliance Engineering		435-673-8060	2007	Earthwork
684,870.68	2708 SWAINS CREEK ROADS	Kane County Water	Sunrise Engineering	Dustin Schauer	435-652-8450	2007	Waterline, Crushing Aggregate
327,318.00	2709 DIXIE REA POLE YARD	Dixie REA				2007	Substation
1,489,174.53	2521 INDIAN KNOLLS PHASE 3	Richardson Homes	PERQ Engineering	Riley Richardson	435-627-1020	2009	Subdivision
1,346,189.98	2701&270009 KANE CO - SID	Kane County	Jones & DeMille	Kary Monroe	435-896-8266	2007	Grading, Utilities, Chip Seal
2,435,960.02	2705 SITLA - J & 2711 C&E	SITLA	Alliance Engineering		435-673-8060	2008	Grading, Utilities, 60" culvert-800 ft
2,367,070.09	2712 BLOOMINGTON HILLS SEWER	City of St. George	Bowen & Collins	Joel Anders	435-656-3299	2008	Sewer, Inverted Syphon across River
1,200,000.00	2803 VIRGIN RIVER TRAIL	City of Washington	Jones & DeMille	Tom Christensen	435-896-8266	2008	Trail
1,592,899.00	2807 DIXON ROSE PARK	City of Caliente, NV	Sunrise Engineering	Joe Phillips	435-652-8450	2009	Park
604,951.00	2808 SUPER PARK	City of Caliente, NV	Sunrise Engineering	Joe Phillips	435-652-8450	2009	Park
348,150.55	2901 BLOOMINGTON SUNRIVER TRAIL	City of St George	Rosenberg Assoc	Rob Reed	435-673-8586	2009	Trail
375,302.52	2905 DIXON PARK CHANGE ORDER	City of Caliente, NV	Sunrise Engineering	Joe Phillips	435-652-8450	2010	Park
49,535.25	1008 SR-9 MEDIANS	City of Hurricane	Pratt Engineering	Gerald Pratt	435-635-2329	2010	Medians
114,480.00	1010 NEW HARMONY EWP	Washington County	NRCS	Ron Whitehead	435-634-5780	2010	Erosion Protection
56,882.00	1011 CALIENTE FRECH DRAIN	City of Caliente, NV	Sunrise Engineering	Joe Phillips	435-652-8450	2010	Storm Drain
310,820.04	1012 LOST CREEK BRIDGE	Sevier Co SSD #1	Jones & DeMille	Kary Monroe	435-896-8266	2011	Concrete Bridge with rip rap
410,500.00	1109 SEVIER RIVER EWP	Sevier County	Jones & DeMille	Darin Robinson	435-896-8266	2011	Erosion Protection
1,178,063.00	1105 BEAVER CULINARY WATER PHASE	City of Beaver	Jones & DeMille	Jason Brown	435-896-8266	2011	Culinary Water Line
377,880.00	1014 MINERSVILLE	Town of Minersville	Sunrise Engineering	Robert Worley	435-743-7900	2011	Culinary Water Line
318,038.00	1114 RED HILLS DEMONSTRATION GARDEN	KWCWD	Rosenberg Assoc	Ray Allton	435-673-8586	2011	Demonstration Garden
305,997.00	1115 FOREST PARK	City of St George	Rosenberg Assoc	Rob Reed	435-673-8586	2012	Park
220,717.00	1117 THREE RIVERS TRAIL	City of Washington	Alliance Engineering	Craig Coats	435-673-8060	2012	Trail
821,283.00	1201 VIRGIN RIVER TRAIL REPAIR N I-15	City of St George	Bowen & Collins	Joel Anders	435-656-3299	2012	Trail/Erosion Protection
568,858.00	1202 FEMA HAZARD MITIGATION SEWER	City of St George	Bowen & Collins	Jan Miller	435-656-3300	2012	Sewer Project/Erosion Protection
665,940.00	1204 SANTA CLARA EWP	City of St George	Rosenberg Assoc	Jared Bates	435-673-8586	2012	Erosion Protection
319,079.00	1211 ENTERPRISE EWP (Little Pine/Spring/Cotton)	Washington County	NRCS	Ron Whitehead	435-634-5780	2012	Erosion Protection
71,222.00	1208 NEGRO CREEK	LDS Church		Delmas Johnson	801-240-4657	2012	Spring Development
1,028,707.00	1210 BLUFF CULINARY WATER WORKS	Bluff Water Works	Jones & DeMille	Ryan Jolley	435-896-8266	Jan-13	Culinary Water Line/250,000 gal tank

393,103.00	1212 ZION VIEW ESTATES	Kane County	Sunrise Engineering Jones & DeMille	Aaron Everett	435-652-8450	2012	Culinary Water Line
1,124,000.00	1213 SEVIER EWP-ROCK QUARRY	Sevier County		Darin Robinson	435-896-8266	Mar-13	Rock Quarry
537,584.00	1216 BROOKFIELD TONAQUINT EWP	City of St George	Rosenberg Assoc	Jared Bates	435-673-8586	Jan-13	Erosion Protection
382,000.00	1303 SR-12 WAYSIDE IMPROVEMENTS	UDOT	Creamer & Noble	Russell Sorenson	435-673-4677	Aug-13	Roadway/Storm Drain/Retaining Wall
600,000.00	1305 ZION VIEW ROAD WORK	Kane County	Sunrise Engineering	Aaron Everett	435-652-8450	Sep-13	Roadway/IUT
227,000.00	1313 HATCH IRRIGATION	Hatch Irrigation Co	UT Div Water Resou	Aaron Spencer	801-520-6374	Mar-14	Spring Development/River Diversion Struc
207,131.50	1404 RIVERSIDE TRAIL HMPG	City of St George	Bowen & Collins	Mike Chandler	435-656-3299	Feb-14	Erosion Protection
737,560.00	1405 TONAQUINT/TABERNACLE ROUNDAABOUTS	City of St George	Lochner Engineering		435-656-3700	Jul-14	Roadway/Roundabouts
411,986.31	1412 ROYAL OAKS PARK	City of St George	Rosenberg Assoc	Rob Reed	435-673-8586	Oct-14	Park Improvements/Pavilion/Restroom/Jul-14 Concrete channel
64,419.85	1413 CITY CREEK CONCRETE	City of St George	St George City	Jay Sandberg		Oct-14	Concrete channel
387,832.48	1419 STONECLIFF WATER TANK	City of St George	Alpha Engineering	Jared Madsen	435-628-8500	Feb-15	Concrete Water Tank 325,000 gallons
550,986.00	1475 GUNLOCK SEDIMENT	WCWCD	Alpha Engineering	Brent Gardner	435-628-8500	Dec-14	Removal/Embankment
1,599,745.36	1501 SHEM DAM REHABILITATION	Washington County	McMillian, LLC		208-342-4214	Apr-15	Dam Rehabilitation
66,964.00	1502 IVINS RESERVOIR CAUSEWAY	WCWCD	RB&G	Brad Price	801-374-5771	May-15	
166,788.00	1504 IRON COUNTY BORROW HAUL	Iron County		Steve Platt	435-865-5370	Jun-15	haul UTBC, acceleration/deceleration lanes
250,568.73	1505 ST JAMES TRAILHEAD	City of St George	City of St George	Mark Goble	435-627-4540	Jun-15	Asphalt trail, irrigation system
962,215.73	1507 LITTLE VALLEY PICKLEBALL PH IV	City of St George	Sunrise Engineering	Cody Howrick	435-652-8450	Sep-15	Post Tension pickleball courts
337,165.53	1511 HORSE VALLEY BRIDGE	BLM		Brian Kunk	435-865-3062	Oct-15	One lane bridge
436,547.20	1512 STOUT CANYON EWP	Kane County		Louis Pratt	435-644-4968	Sep-15	erosion protection
655,944.36	1513 DIXIE CENTER EWP	City of St George	Rosenberg Assoc	Jared Bates	435-673-8586	Feb-16	erosion protection
359,899.90	1515 BEAVER CULINARY PH V	City of Beaver	Jones & DeMille	Darin Robinson	435-896-8266	Jun-16	Culinary water/pump station
71,000.00	1601 ST GEORGE CEMETERY ROAD	City of St George		Millie Cockerill	435-703-0686	May-16	Roadway repairs/curb & gutter
594,744.51	1602 WASHINGTON FIELDS PH 4	UDOT	Sunrise Engineering	Rick Snyder	435-703-8450	May-16	Roadway widening
146,999.19	1607 MILLARD SCHOOL DIST	Millard School Dist	Sunrise Engineering	Zane Penze	435-743-6151		Site work, concrete, parking lot
128,553.72	1608 ORDERVILLE HWY 89	Town of Orderville	Sunrise Engineering	Paul Mogle	435-634-5780	Jun-16	Storm Drain
10,778.17	1610 DIAMOND VALLEY	Washington County		Todd Edwards	435-634-5780	Jun-16	Storm Drain
12,322.44	1612 NEW HARMONY	Washington County		Todd Edwards	435-652-8450	Sep-16	Post Tension pickleball courts
442,561.18	1613 SUNRIVER PICKLEBALL	Sunriver Comm.		Joe Phillips	435-652-8450	Jan-17	Storm Drain
484,828.00	1614 INDUSTRIAL PARK DRAINAGE PH 2	City of St George		Millie Cockerill	435-703-1424	Jul-17	Concrete Boxes
64,322.00	1616 HELA SEEGRILLER STEEL BUILDING	City of St George	Alpha Engineering	Benny Sorenson	435-628-6500		Pickleball Courts
285,500.86	1617 JUNIPER RIDGE	City of Ivins		Todd Edwards	435-634-0689		Road Widening, Culverts
67,129.14	1618 IVINS PICKLEBALL COURTS	Brooks Pace			435-634-5780		
1,030,909.49	1701 HIGHWAY 91 CLEAR ZONE	Washington County					
159,191.00	1704 450 N 3050 E TRAFFIC SIGNAL	City of St George	Jvation	Steve Platt	435-865-5370	Jun-17	install traffic signal
156,000.00	1705 IRON COUNTY CRUSHING	Iron County		Louis Pratt	435-644-4968		aggregate crushing
347,532.00	1706 STOUT CANYON EWP	Kane County		Todd Gardner	435-628-6500		erosion protection
59,387.00	1707 WOODLAND SPRINGS	WCWCD	Alpha Engineering	Todd Edwards	435-634-5780	Nov-17	Waterline
386,931.00	1713 WASHINGTON CO SHOOTING COMPLEX	Washington County		Jared Bates	435-673-8586	Dec-17	Channel realignment, EWP
465,000.00	1710 LOWER KANAB CREEK	Alton Coal	Rosenberg Assoc			Jan-18	install traffic signal
199,275.12	1711 FOREMASTER/FIVE SISTER TRAFFIC	City of St George				Feb-18	install traffic signal
1715 RIVERSIDE DR/2450 EAST TRAFFIC LIGHT		City of St George				May-18	
242,670.00	1717 INDIAN HILLS SUBSTATION	City of St George		Millie Cockerill	435-703-1424	Oct-18	erosion protection/pump station
1,546,412.00	1801 LITTLE VALLEY PARK PH II	City of St George	Bowen & Collins	Todd Olsen	435-656-3299	Nov-18	erosion protection
1,396,984.00	1805 PAROWAN FOREBAY EWP	City of Parowan		Todd Olsen	435-656-3299	Nov-19	post tension basketball courts
592,013.90	1810 PAROWAN EWP	City of Parowan		Millie Cockerill	435-703-1424	Apr-19	install traffic signal
49,981.88	1903 MIDDLETON PARK	City of St George		Jay Sandberg		Mar-19	erosion protection
56,996.87	1904 MEDICAL CENTER TRAFFIC SIGNAL	City of St George		Millie Cockerill	435-703-1424	Jul-19	Parking lot
73,114.24	1905 SULLIVAN PARK EWP	City of Washington		Lester Dalton			erosion protection
166,200.00	1910 JC SNOW PARKING LOT	City of St George	Sunrise Engineering			Oct-19	spring development/trans pipeline
159,978.43	1913 GYPSUM WASH DEBRIS BASIN	City of Washington	Sunrise Engineering	Robert Worley	435-743-6151		erosion protection
752,320.98	1914 PANGUITCH SPRINGS	City of Panguitch	Bowen & Collins	Steve Platt	435-865-5370		Parking Lot
456,044.31	1916 PARAGONAH EWP	Iron County		Todd Edwards	435-634-5780		Parking Lot
46,046.88	1917 NEW HARMONY LIBRARY PARKING LOT	Washington County		Todd Edwards	435-634-5780		erosion protection
40,477.64	1918 ENTERPRISE LIBRARY PARKING LOT	City of Panguitch	Sunrise Engineering	Tyler Hoskins	435-628-6500		waterline
	1920 PANGUITCH EWP	Hurricane City	Alpha Engineering				
1,289,186.77	1921 DIXIE SPRINGS WATER	Garfield County		Brian Bremner			
39,345.92	2002 GARFIELD COUNTY YARD	Washington County		Todd Edwards	435-634-5780		
84,376.31	2004 WASHINGTON COUNTY PARKING LOT	Garfield County		Brian Bremner			
61,500.00	2007 GARFIELD COUNTY FLINT TRAIL	City of St George					
142,814.45	2008 700 EAST TRAFFIC SIGNAL	Kane County		Louis Pratt	435-644-4968		install traffic signal
245,052.62	2012 SPRUCES CAMPGROUND	City of St George		Barb Bennett			Reconstruct camp sites/squers
108,232.60	2016 CITY YARD WALL	Santa Clara City					rebuild retaining wall
1,293,575.00	2102 SANTA CLARA SOUTH HILLS	Santa Clara City	Sunrise Engineering				waterline/pump station
594,513.76	2103 VIRGIN VALLEY WATER DISTRICT BOOSTER VV	Water District	Franson Engineering	Tyler Young	702-346-5731		booster pump station

Related Experience

Project Engineer	Year	Type of Project	Project Name	Project Location	Project Description	Construction Cost	Owner & Phone No
St George City	2019	Park	Middleton Park Basketball Courts	St George, UT	Post Tension Basketball Courts	\$49,982	City of St George Millie Cockerill 627-4530
Sunrise Engineering Joe Phillips 652-8450	2018	Park	Little Valley Park Phase II	St George, UT	Sand Based Sports Field Asphalt Trail	\$1,546,412	City of St George Millie Cockerill 627-4530
Ivins City	2016	Park	Pickleball Court	Ivins, UT	Post Tension Pickleball Courts	\$67,129	City of Ivins Benny Sorenson 634-0689
Sunrise Engineering 435-652-8450	2016	Park	Sunriver Pickleball Courts	St George, UT	Post Tension Pickleball Courts	\$442,561	Sunriver Community Joe Phillips 652-8450
St George City	2015	Trail	St James Trailhead	St George, UT	Asphalt Trail, Irrigation	\$250,568	City of St George Mark Goble 627-4540
Sunrise Engineering 435-652-8450	2015	Park	Little Valley Pickleball Ph IV	St George, UT	Post Tension Pickleball Courts	\$962,216	City of St George Millie Cockerill 627-4530
Rosenberg & Assoc 435-673-8586	2014	Park	Royal Oaks Park	St George, UT	Improvements/Pavilion/ Restroom/Parking Lot	\$411,986	City of St George Millie Cockerill 627-4530
Bowen Collins 435-656-3299	2012	Trail Repair	Virgin River Trail Repair, N I-15	St George, UT	Trail Repair/Erosion Protection	\$821,283	City of St George
Alliance Engineering 435-673-8060	2012	Trail	Three Rivers Trail	Washington, UT	Non Motorized Trail	\$220,717	City of Washington Barry Blake 656-6300
Rosenberg & Assoc 435-673-8586	2012	Park	Forest Park	St George, UT	Park	\$305,997	City of St George
Sunrise Engineering 435-652-8450	2009	Park	Super Park	Caliente, NV	Little League Field common area/announcer bldg	\$634,530	City of Caliente Joe Phillips
Sunrise Engineering 435-652-8450	2009	Park	Dixon/ Rose Park	Caliente, NV	Softball fields, concessions play area, polygon shade areas	\$1,981,655	City of Caliente Joe Phillips
Rosenberg & Assoc 435-673-8586	2009	Trail	Bloomington Sunriver Trail	St George, UT	Non Motorized Trail	\$348,151	City of St George Millie Cockerill 627-4530
Jones & DeMille 435-896-8266	2008	Trail	Virgin River Trail	Washington, UT	Non Motorized Trail	\$1,200,000	City of Washington Barry Blake 656-6300
Rosenberg & Assoc 435-673-8586	2007	Structure	Main Street Pedestrian Bridge	St George, UT	Pedestrian Bridge & Trail	\$220,000	City of St George Kent Perkins 634-5850
Sunrise Engineering 435-652-8450	2001	Trail Staging Area	Sand Hollow Trail	St George, UT	Non Motorized Trail	\$167,000	City of St George Kent Perkins 634-5850
RB & G 801-374-5771	2001	Reservoir State Park	Sand Hollow St Park Amenities	Hurricane, UT	Reservoir Park & Trail	\$12,000,000	WCWCD Ron Thompson
MK Centennial	1999	Roadway w/adj Trailhead	Snow Canyon Prky & Trail	St George, UT & Ivins, UT	Road & Trail	\$1,500,000	City of St George & UDOT
Rosenberg & Assoc 435-673-8586	1998	Trail Staging Area	Main Street Trail Head	St George, UT	Non Motorized Trail	\$90,000	City of St George Kent Perkins 634-5850
Alpha Engineer	1992	Trail	Virgin River Trail	St George, UT	Non Motorized Trail	\$170,000	City of St George Kent Perkins 634-5850

Staff

Milo Richens - Journeyman
Wayne Olson - Superintendent
John Wilson - Project Manager

Sub

tri State Electric
Snow Canyon - Construction
triple B Concrete
Sunroc - Paving
Suppliers
Schalgen - Water Works
mt Land - Retention Basin

Activity ID	Activity Description	Orig Dur	Rem Dur	%	Early Start	Early Finish	2023															2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Start Date

Finish Date

Data Date

Run Date

01MAR23

01MAR23

17JAN23 10:31

Early Bar

Float Bar

Progress Bar

Critical Activity

2023

Progressive Contracting, Inc.

00 West From 100N to 400 N

Classic Schedule Layout

Sheet 1 of 1

Date	Revision	Checked	Approved

BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

Harward and Rees
169 South Main
Loa, UT 84747

B) CONTRACTOR's Telephone Number:

435-836-2410

C) CONTRACTOR's Email Address:

rachellew@harwardandrees.com

D) CONTRACTOR's Licenses Primary Classification:

☒ B100 ☒ E100 ☐ Other:

State License No. and Expiration Date (Attach a Copy):

266387-5501

11/30/2023

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$ 20M Current Status of WIP: \$ 14M

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum: See Attached.

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any. None
- i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1/16/23

Proposal of Harward and Rees (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a Corporation to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY

700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N

UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ 278,000.00	\$ 278,000.00
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
3	02 41 13 01 29 00	Remove Building	1	LS	\$ 20,000.00	\$ 20,000.00
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ 3.00	\$ 73,929.00
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ 15.00	\$ 8,910.00
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ 28.00	\$ 195,720.00
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ 55.00	\$ 100,320.00
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ 110.00	\$ 192,390.00
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ 45.00	\$ 114,210.00
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ 75.00	\$ 3,375.00
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ 51.00	\$ 12,546.00

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ 45.00	\$ 6,210.00
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ 40.00	\$ 14,640.00
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ 14.00	\$ 149,142.00
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ 26.00	\$ 47,632.00
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ 30.00	\$ 28,290.00
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ 8,200.00	\$ 24,600.00
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ 85.00	\$ 10,370.00
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ 5,200.00	\$ 31,200.00
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ 4,000.00	\$ 32,000.00
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ 1,025.00	\$ 174,250.00
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ 2,300.00	\$ 552,000.00
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ 42,500.00	\$ 42,500.00
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ 105.00	\$ 83,895.00
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ 56.00	\$ 13,776.00
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ 62.00	\$ 20,522.00
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ 85.00	\$ 17,085.00
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ 4,200.00	\$ 33,600.00
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ 6,500.00	\$ 19,500.00
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ 210,000.00	\$ 210,000.00
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ 62.00	\$ 95,914.00
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ 4,500.00	\$ 27,000.00

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$ 2,800.00	\$ 16,800.00
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$ 6,000.00	\$ 6,000.00
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$ 7,400.00	\$ 22,200.00
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$ 60.00	\$ 92,340.00
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$ 95.00	\$ 31,730.00
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$ 2,000.00	\$ 2,000.00
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$ 8,500.00	\$ 8,500.00
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$ 8,000.00	\$ 8,000.00
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$ 22.00	\$ 45,474.00
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$ 4,000.00	\$ 4,000.00
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$ 2,800.00	\$ 2,800.00
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$ 1,200.00	\$ 31,200.00
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$ 65,000.00	\$ 65,000.00
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$ 50,000.00	\$ 50,000.00
TOTAL AMOUNT						\$ 3,069,570.00

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: Harward and Rees

Business Address: 169 South Main
Loa, UT 84747

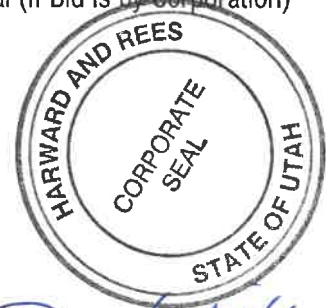
Representative Name: Brig Rees

Signature: [Signature]

Title: Vice President

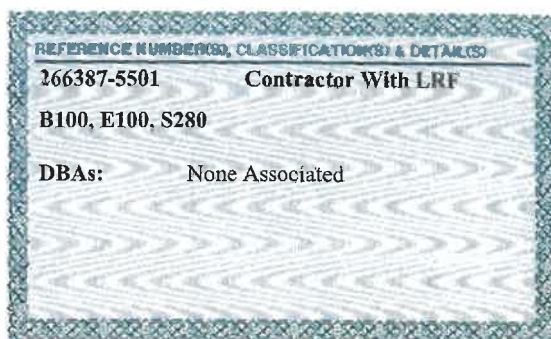
Date: 1/16/23

Seal (if Bid is by Corporation)



Attest Signature: [Signature]

Attest Name: Rachelle Williams



IMPORTANT LICENSURE REMINDERS:

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

HARWARD & REES
169 S MAIN
PO BOX 279
LOA UT 84747

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

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING ACTIVE LICENSE		
EFFECTIVE DATE:	04/07/1999	
EXPIRATION DATE:	11/30/2023	
ISSUED TO:	Harward & Rees 169 S MAIN PO BOX 279 LOA UT 84747	
		
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)		
266387-5501	Contractor With LRF	DBAs: None Associated
B100, E100, S280		

Harward and Rees

JOB LIST

Completed in the past 3 years

Job Name	Owner/Contact	Type	Contract Amount	Completion Date
SR-24; Asphalt Rehab & Shouldering	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114-8200 Eric Luke erick.luke@nielsonconstruction.com	Subcontractor: to SPC; DBA Nielson Construction shoulder widening and drainage	\$2,572,555.00	30-Sep-2022
SR-59; Shoulder Widening near Hurricane	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114-8200 Riley Champneys, RE 435-680-6707	Roadway and Rock excavation shoulder widening and drainage paving and chip seal	\$2,408,587.50	10/30/2022
CUCC Remodel	Central Utah Counseling Center Richfield, UT 84701 Lynn Davis lynnD@cmautah.com	Demolition, remodel, and addition to the Central Utah Counseling center	\$1,741,267.00	1/30/2023 in progress
Quail Creek State Park Campground Rehab and Addition	State of Utah, DFC State Office Building Room 4110 Salt Lake City, 84114-1160 Randy Mellor 801-960-7647	campground improvements new camping loops restroom / shower building	\$3,392,228.00	1/30/2023 in progress
Gunlock State Park Campground Improvements Contract # 2275171 Project # 21230510	State of Utah, DFC State Office Building Room 4110 Salt Lake City, 84114-1160 Johansen & Tuttle Engineering 435-381-2523	Campground rehabilitation, construct new loops, shade shelters, sewer and drainage system, restroom buildings	\$ 2,522,813.00	May 2022
Kooshare Dam Rehabilitation	Kooshare Irrigation Co. Dave Dillman, Horrocks Engineerin Pleasant Grove, UT 84062 (801) 763-5142	Raise current dam and rebuild toe and drainage system to rehab existing dam for irrigation company	\$ 3,983,798.00	March 2022
Fish Lake Cabin Replacement	State of Utah, DFC State Office Building Room 4110 Salt Lake City, 84114-1160 Rob Robinson 801-706-5966	demo existing cabin in Fishlake Basin for DNR and build new bunk house	\$ 852,087.53	May 2022
Deadman Road Improvements	Wayne County 18 South Mian	reconstruction existing	\$1,321,661.75	June 2022

Recapture Creek Bridge Project: F-2416(17)	Loa, UT 84747 Ryan Torgerson 435-836-1301 UDOT 4501 South 2700 West Salt Lake City, UT 84114 Lyndon Friant - 435-896-8266	roadway, with drainage improv chip seal coating			
McElmo Creek Bridge Project: FLC37(10)	UDOT 4501 South 2700 West Salt Lake City, UT 84114 Lyndon Friant - 435-896-8266	Reconstruction Bridge	\$ 980,620.00	March 2022	
Torrey Fire House	UDOT 4501 South 2700 West Salt Lake City, UT 84114 Lyndon Friant - 435-896-8266	Reconstruction Bridge	\$ 1,608,530.67	February 2022	
Capitol Reef Sewer Upgrade Subcontract	Wayne County 18 South Mian Loa, UT 84747 Ryan Torgerson 435-836-1301 Advanced Solutions Group 47 E Crestwood Rd, Ste 1 Kaysville UT 84037 Pete Smith (801) 444-0029	Build new metal fire station for Wayne County Firemarshal	\$ 1,241,032.00	April 2022	
SR-12; Connecting Passing Lane Project # F-0012(43)15	UDOT 4501 South 2700 West Salt Lake City, UT 84114 Tyrel Woods 435-559-1861	Sewer and drainage system rehab existing and add new lines	\$570,570.34	2021	
Horseshoe Flat Crushing	USDA Forest Service Manti LaSal National Forest Ephraim UT 84480 Project # 1284N820C00004	reconstruction existing roadway, with drainage improv	\$ 4,196,513.38	2021	
I-15, Baker Canyon Climbing Lanes	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114-8200 WW Clyde, Dan Schaugaard 435-820-4756	set up crusher at forest and make Untreated Base Course and Granular Borrow for USDA	\$ 136,200.00	June 2000	
Fish Lake Marinas Engineer: Carson DeMillee 435-896-8266	State of Utah Division of Wildlife Resources DFCM Project No: 18272520 Rob Robinson 801-706-5966	Sub constructor to WW Clyde install precast box culverts grading and drainage	\$1,565,015	Aug-21	
BLM - Richfield Parking Lot Improvements	State of Utah Division of Wildlife Resources DFCM Project No: 18272520 Rob Robinson 801-706-5966 BLM, Utah State Office 440 West 200 South, Ste 500	Reconstruct 3 marina on Fishlake. Concrete walkway, new marina berm, rehab Parking Lot reconstruction Parking Lot improvements including concrete, lighting and	\$1,392,507.75	Aug-20	
			\$328,333.62	Jun-20	

	Salt Lake City, UT 84145-0155 Dave Barfuss 4365-896-1500	grading			
I-15, MP 37-44, NB Climbing Lanes	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114-8200 Brian Stokes 435-688-3986	Subcontractor: to Western Rock Road excavation, drainage, build new passing lane on I-15	\$5,055,237.36	Sep-20	
Mill Meadow Irrigation Pipeline Contact: Brian Peterson 435-491-0507	Fremont Irrigation Company PO Box 220 Loa, UT 84747	New 48" Steel pipeline new powerplant and substation	\$3,011,028.50	May-19	
Mill Meadow Dam Rehab Contact: Brian Peterson 435-491-0507	Fremont Irrigation Company PO Box 220 Loa, UT 84747	Reconstruct Dam Spillway new concrete spillway, riprap toe drain,	\$1,618,899	2019-2020	
Washington Parkway Green Springs Dr to I-15 Contact: Rick Snyder, PE 435-652-8450	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114-8200	Construct new Road connecting Green Springs Drive to I-15 Road excavation, drainage, CIP concrete structure	\$3,291,457.45	Sep-20	



Hurricane 700 West Subcontractor and Supplier List

[illegible]

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Harward & Rees
PO Box 279
Loa, Ut 84747

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250

OWNER:

(Name, legal status and address)

Hurricane City
147 North 870 West
Hurricane, Utah 84737

BOND AMOUNT:

Five Percent (5%) of amount bid

PROJECT:

(Name, location or address, and Project number, if any)

700 West Roadway Construction Project
Hurricane, Utah

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

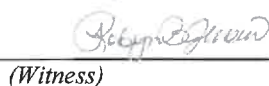
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of January, 2023


(Witness)


(Witness)

Harward & Rees

(Principal)

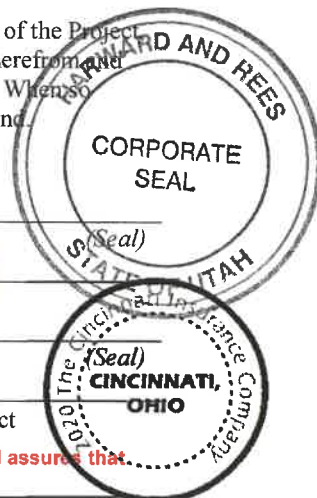

(Title)

The Cincinnati Insurance Company

(Surety)

Michael R. Vowles

(Title) Michael R. Vowles, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood; David T. Smedley; Brett Palmer and/or Valarie Trujillo

of Spanish Fork, Utah

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

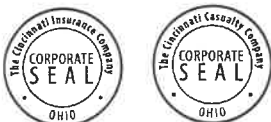


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 17th day of January, 2023



Ed H

INSTRUCTIONS TO BIDDERS

ARTICLE 1. BIDDING DOCUMENTS.

Complete sets of Bidding Documents may be obtained from the ENGINEER as designated in the Advertisement for Bid. Complete sets of Contract Documents shall be used for preparing Bids. Neither the OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Each Bid must be submitted in a sealed envelope, addressed to **Hurricane City, 147 N 870 W, Hurricane, Utah 84737**. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for **Hurricane City, 700 West Roadway Construction Project; 100 N to 400 N** and the envelope should bear on the outside, the name of the Bidder, his address, his license number (if applicable) and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER at **147 N 870 W, Hurricane, Utah 84737**.

Each BID must be accompanied by a Statement of Qualifications. Contractors will be ranked and the project will be awarded based on the following criterion:

- | | |
|--|--------------------|
| 1. Statement of Qualifications (include work experience on similar projects, past performance, references, equipment, and subcontractor/subcontract work list). | 25 points possible |
| 2. Project Approach covering work operations, schedule (including the proposed start and completion date), maintenance of traffic, access accommodations, public involvement plan (agent, qualifications, etc.) and other pertinent information. | 25 points possible |
| 3. Bid Price. | 50 points possible |

The OWNER reserves the right to not award the project to the low bidder.

The Bidder shall submit a proposed schedule for the project including start and completion dates including all material delivery and labor for completion of the Work. The OWNER will review the schedule as part of Section 2 above and score based upon allocation of resources, realistic timeframes, and adherence to schedule. The Bidder then will be required as part of the Agreement to complete the Work as outlined in their schedule. No time extensions will be given unless approved in accordance with the General Conditions.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Bidder.

Bidders must satisfy themselves of the amount of required Work and materials by examination of the site and review of the Contract Documents including Drawings, Specifications and Addenda. The OWNER shall provide to Bidders

prior to bidding, all information which is pertinent to, and delineates and describes the land owned and right-of-way acquired or to be acquired.

After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities or Work or of the nature of the Work to be done. Any request for interpretation of Addenda shall be made in writing.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

A conditional or qualified Bid will not be accepted.

ARTICLE 2. BONDING REQUIREMENTS.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible, responsive Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

ARTICLE 3. AWARDING THE CONTRACT.

The OWNER may waive any informalities or minor defects or reject any and all Bids.

This Work will be constructed by award of a competitive, sealed bid Contract awarded to the lowest responsible, responsive bidder. Compensation to the CONTRACTOR will be made through progressive monthly payments in accordance with the General Conditions of these Contract Documents at the units and prices indicated in the Bid Schedule.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, when required, within ten (10) calendar days from the date when the Notice of Intent to Award is delivered to the Bidder. The Notice of Intent to Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the OWNER may, at their option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of the Agreement signed properly by the party to whom the Contract was awarded, and accompanied by acceptable Performance and Payment Bonds, when required, the OWNER shall sign the Agreement and return to the Bidder an executed duplicate of the Agreement. Should the OWNER not execute the

Agreement within such period, the Bidder may by *written notice* withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

BIDDERS GENERAL INFORMATION

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

A) CONTRACTOR's Name and Address:

Perco Rock Co.

P.O. Box 1044

Panguitch, Utah 84759

B) CONTRACTOR's Telephone Number:

435-616-2136

C) CONTRACTOR's Email Address:

gerald@percrock.com

D) CONTRACTOR's Licenses Primary Classification:

☒ B100 ☒ E100 ☐ Other:

State License No. and Expiration Date (Attach a Copy):

366576-5501

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current Hurricane City business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$ 20,000,000 Current Status of WIP: \$ 6,000,000

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any.
- i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of Hurricane City. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **700 West Roadway Construction Project; 100 N to 400 N**

Date: 1/17/23

Proposal of Perco Rock Co. (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as a Corporation to **Hurricane City**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of the **700 West Roadway Construction Project; 100 N to 400 N** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence and complete the Work under this Agreement within the dates specified in their schedule as submitted in the Statement of Qualifications.

Bidder further agrees to pay as liquidation damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for 60 calendar days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre
 LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

HURRICANE CITY 700 WEST ROADWAY CONSTRUCTION; 100 N TO 400 N UNIT COST BID SCHEDULE

ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
1	01 71 13 01 29 00	Mobilization & Demobilization	1	LS	\$ \$234,070.00	\$ \$234,070.00
2	01 55 26 01 29 00	Traffic Control	1	LS	\$ \$37,990.00	\$ \$37,990.00
3	02 41 13 01 29 00	Remove Building	1	LS	\$ \$8,212.00	\$ \$8,212.00
4	02 41 14 01 29 00	Remove Asphalt, Sidewalk, Curb & Gutter	24,643	SF	\$ \$1.00	\$ \$24,643.00
5	02 41 13 01 29 00	Remove Existing CMU Wall	594	LF	\$ \$24.00	\$ \$14,256.00
6	02 41 13 01 29 00	Site Clearing, Relocations, & Misc. Demolition	1	LS	\$ \$36,177.00	\$ \$36,177.00
7	4.3 01 29 00	Roadway Excavation (Plan Qty)	6,990	CY	\$ \$21.00	\$ \$146,790.00
8	4.5.7 01 29 00	Roadway Untreated Base Course (Plan Qty)	1,824	CY	\$ \$58.00	\$ \$105,792.00
9	4.5.8 01 29 00	Hot Mix Asphalt 1/2 Inch, AC-30	1,749	TON	\$ \$138.00	\$ \$241,362.00
10	4.8.1.3 01 29 00	Standard 2.5' Curb & Gutter Type HB30-7 W/ Base	2,538	LF	\$ \$41.00	\$ \$104,058.00
11	4.8.1.3 01 29 00	Modified Curb & Gutter Type RU30	45	LF	\$ \$75.00	\$ \$3,375.00
12	4.8.1.3 01 29 00	2.5' Mountable Curb & Gutter W/ Base	246	LF	\$ \$50.00	\$ \$12,300.00

13	4.8.1.3 01 29 00	10" Type B4 Curb W/ Base	138	LF	\$ \$44.00	\$ \$6,072.00
14	4.8.1.3 01 29 00	10" Type B5 Curb	366	LF	\$ \$29.00	\$ \$10,614.00
15	4.8.1.3 01 29 00	Standard Concrete Sidewalk W/ Base	10,653	SF	\$ \$10.00	\$ \$106,530.00
16	4.8 01 29 00	Concrete Crosswalk / Island W/ Base (Stamped & Colored)	1,832	SF	\$ \$20.00	\$ \$36,640.00
17	4.8 01 29 00	Concrete Apron W Base (Colored)	943	SF	\$ \$24.00	\$ \$22,632.00
18	4.8 01 29 00	8' Standard Cross Gutter W/ Base	3	EA	\$ \$11,062.00	\$ \$33,186.00
19	31 37 00 01 29 00	6" Loose Placed Riprap	122	CY	\$ \$95.00	\$ \$11,590.00
20	4.8 01 29 00	Standard Corner Pedestrian Ramp W/ Base	6	EA	\$ \$6,400.00	\$ \$38,400.00
21	4.8 01 29 00	Standard Parallel Pedestrian Ramp W/ Base	8	EA	\$ \$4,555.00	\$ \$36,440.00
22	4.5.7, 4.801 29 00	Concrete Retaining Wall - Footings (Plan Qty)	170	CY	\$ \$1,378.00	\$ \$234,260.00
23	4.5.7, 4.8 01 29 00	Concrete Retaining Wall - Structure (Plan Qty)	240	CY	\$ \$3,014.00	\$ \$723,360.00
24	04 22 00, 04 05 16, 01 29 00	Reconstruct CMU Privacy Wall & Restore Surface Improvements	1	LS	\$ \$76,905.00	\$ \$76,905.00
25	32 31 19 01 29 00	6' Decorative Metal Privacy Fence	799	LF	\$ \$135.00	\$ \$107,865.00
26	4.4.1.2 01 29 00	15" HP Drainage Pipe	246	LF	\$ \$67.00	\$ \$16,482.00
27	4.4.1.2 01 29 00	18" HP Drainage Pipe	331	LF	\$ \$75.00	\$ \$24,825.00
28	4.4.1.2 01 29 00	24" HP Drainage Pipe	201	LF	\$ \$100.00	\$ \$20,100.00
29	4.8 01 29 00	3'x2' Concrete Drainage Structure W/ Grate or Inlet	8	EA	\$ \$5,362.00	\$ \$42,896.00
30	4.8 01 29 00	5' Ø Standard Storm Drain Manhole	3	EA	\$ \$6,091.00	\$ \$18,273.00
31	33 41 01 01 29 00	Underground Detention Facility	1	LS	\$ \$151,061.00	\$ \$151,061.00
32	4.4.1.4 01 29 00	8" PVC C-900 Waterline	1,547	LF	\$ \$78.00	\$ \$120,666.00
33	4.4.1.4 01 29 00	8" Waterline / Irrigation Connection	6	EA	\$ \$1,388.00	\$ \$8,328.00

34	4.4.1.4 01 29 00	8" Gate Valve	6	EA	\$ \$4,979.00	\$ \$29,874.00
35	4.4.1.4 01 29 00	1" Standard Air Vac W/ Blowoff	1	EA	\$ \$7,333.00	\$ \$7,333.00
36	4.4.1.4 01 29 00	6" Fire Hydrant Assembly	3	EA	\$ \$8,661.00	\$ \$25,983.00
37	3.7, 4.4.1.4 01 29 00	8" PVC C-900 Pressurized Irrigation Line	1,539	LF	\$ \$70.00	\$ \$107,730.00
38	2.2.4, 4.4.1.1 01 29 00	8" PVC SDR35 Sewer Line	334	LF	\$ \$67.00	\$ \$22,378.00
39	4.4.1.1 01 29 00	8" Sewer Connection	1	EA	\$ \$4,566.00	\$ \$4,566.00
40	4.4.1.3 01 29 00	5' Ø Standard Sewer Manhole	1	EA	\$ \$7,967.00	\$ \$7,967.00
41	4.4.1.3 01 29 00	4' Ø Standard Sewer Manhole	1	EA	\$ \$7,258.00	\$ \$7,258.00
42	4.4.2 01 29 00	JUC & Power Trench (Install Only)	2,067	LF	\$ \$28.00	\$ \$57,876.00
43	5.3 01 29 00	Pavement Marking Paint	1	LS	\$ \$5,881.00	\$ \$5,881.00
44	5.3 01 29 00	Pavement Message Paint	1	LS	\$ \$3,071.00	\$ \$3,071.00
45	5.201 29 00	Sign, Post, & Anchor	26	EA	\$ \$518.00	\$ \$13,468.00
46	3.7 01 29 00	Irrigation System & Connection (Complete)	1	LS	\$ \$50,632.00	\$ \$50,632.00
47	3.2.3.12 01 29 00	Landscaping (Complete)	1	LS	\$ \$83,544.00	\$ \$83,544.00
TOTAL AMOUNT						\$ \$3,243,711.00

Bidder certifies and acknowledges that:

- a) This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c) Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d) Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- e) Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

- f) The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: Perco Rock Co.

Seal (if Bid is by Corporation)

Business Address: _____

P.O. Box 1044, Panguitch, Utah 84759

Representative Name: _____

Signature: [Handwritten Signature]

Title: President

Date: 1-17-23

Attest Signature: [Handwritten Signature]

Attest Name: Hyrum Holm

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Perco Rock Co.

(Name of CONTRACTOR)

6856 West 1350 North, Cedar City, UT 84721

(Address of CONTRACTOR)

a Corporation (Corporation, Partnership, or Individual) hereinafter called Principal, and

Employers Mutual Casualty Company

(Name of Surety)

PO Box 712, Des Moines, IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hurricane City

(Name of OWNER)

147 North 870 West, Hurricane, UT 84737

(Address of OWNER)

hereinafter called OWNER, in the penal sum of Five Percent of Bid Amount Dollars, (\$ 5% of Bid Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the accompanying Bid, dated January 17, 2023, to said OWNER to perform the Work required under the Bid Schedule(s) of the OWNER's Contract Documents entitled:

700 West Roadway Construction Project: 100 N to 400 N

Now, therefore, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the local public agency in accordance with the Bid as accepted, and give bond with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the local public agency may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

CONTRACTOR AS PRINCIPAL

SURETY

Perco Rock Co. (Seal)
(Name of CONTRACTOR and Corporate Seal)

By: [Signature]
(Signature, CONTRACTOR)

Gerard Barlow
(Print Name)

President
(Title)

Attest: [Signature]
(Signature)

Hyman Holm, Estimator
(Title)

Employers Mutual Casualty Company (Seal)
(Name of Surety and Corporate Seal)

By: [Signature]
(Signature, Power of attorney)

Taylor J. Winstead
(Print Name)

Attorney-In-Fact
(Title)

Attest: [Signature]
(Signature)

Cindy Kleiner, Contract Manager
(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies" each does, by these presents, make, constitute and appoint

TAYLOR J. WILSTEAD

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

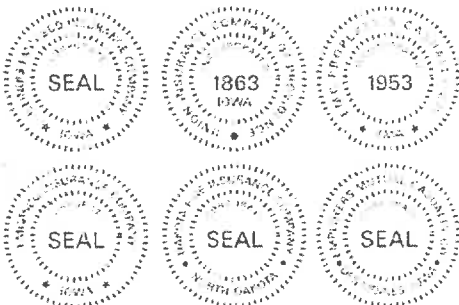
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals

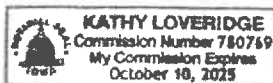


Scott R. Jean
Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022, before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025



Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of January, 2023.

Ryan J. Springer

Vice President

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa

The foregoing instrument entitled Bid Bond was

acknowledged before me this 16th day of January, 2023 (date) by

Taylor J. Wilstead, Attorney-In-Fact (name of person acknowledged). The person has personally appeared before me and presented identification to establish his or identity as required by law.



Cynthia Kleiner
Signature of Notary Public

Percio Rock Co. Proposed Construction Sequence

- MILESTONES: PHASE 1 (Everything North of Station 12+00)**
1. Concrete wall and foundation
 2. Utilities and JUC trench North of Station 12+00
 3. Site concrete and Pavement North of Station 12+00
 4. Detention Facility and appurtenances

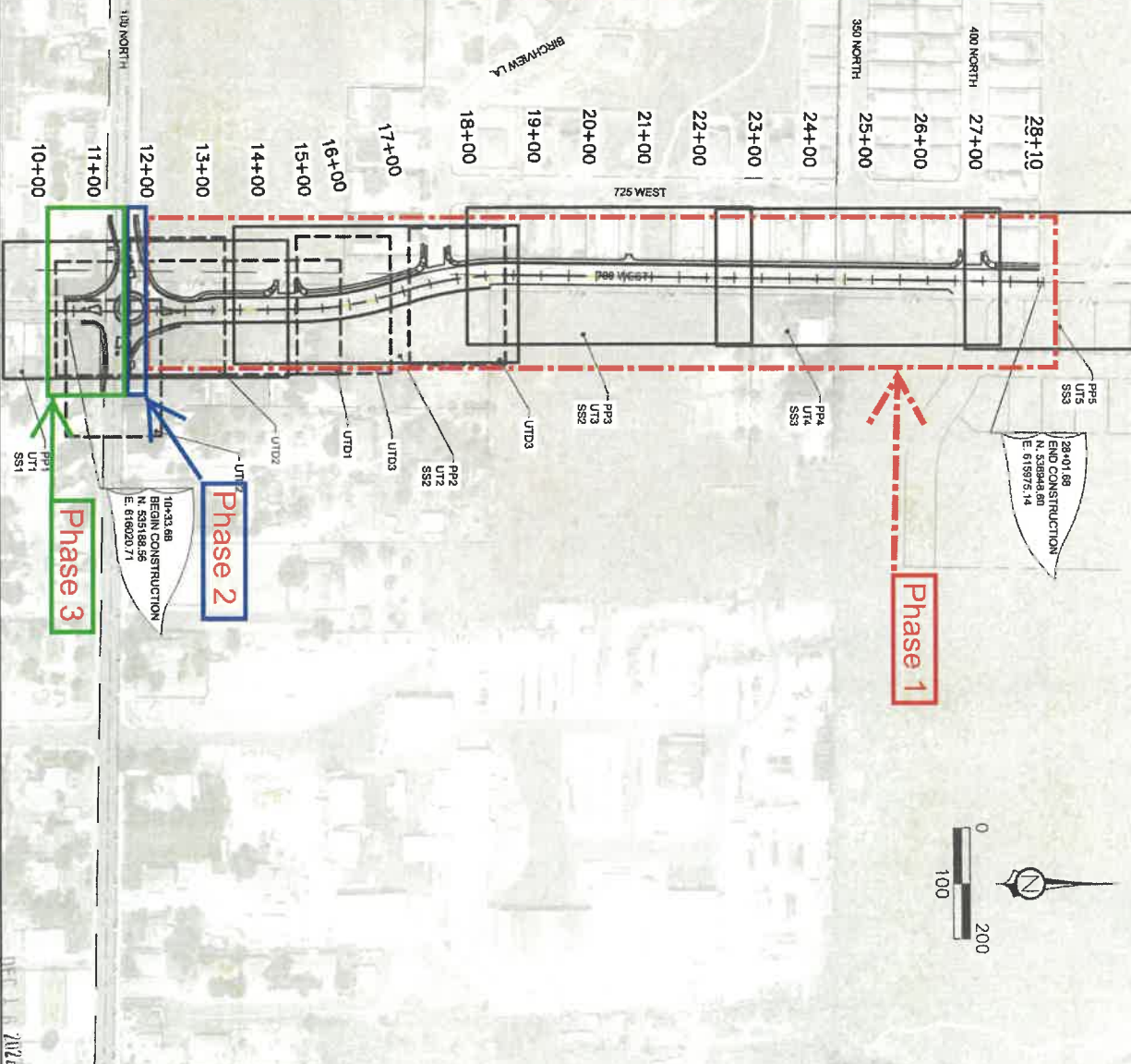
- MILESTONES: PHASE 2 (Centerline of 100 North to Station 12+00)**
1. Utilities and JUC trench to centerline of 100 North
 2. Relocate Fire Hydrant etc.
 3. North half of center circle concrete, and islands
 4. Sidewalk and other concrete North of 100 North Centerline
 5. Prep for asphalt, and pave.

- Milestones: Phase 3 (Centerline of 100 North to Station 10+00)**
1. Sewer Connection and finish utility tie ins
 2. Finish concrete work
 3. Finish Asphalt

- Milestones: Phase 4 (Landscaping, Signage, General Clean up)**
1. Phase 4 will partially run concurrently with other phases
 2. Landscaping
 3. Finish all signage etc.
 4. Demobilize

Schedule:
 We will plan on starting as soon as possible. (possibly by Feb. 6th)
 We anticipate Phase 1 taking about 8-9 weeks from start date.
 We anticipate Phase 2 starting June 1st, and finishing about June 30th.
 We anticipate Project completion by the end of July, 2023.

Notes:
 Grub the site, and get the retaining wall done as soon as possible to take advantage of cooler temperatures for improved concrete curing.
 We plan on crushing the rock onsite to make the drain rock, and getting all ready for the close of school, when phase 2 will start.
 The station numbers are approximate, and are for tentative planning only.
 We will plan on doing 3 pave sessions, and diverting traffic accordingly.
 Main Project Access would be from 100 North, also using 400 North as secondary access, with trackout areas at both locations.
 Main staging area would likely be in the right of way between Stations 12+00 and 18+00



Subcontractor List:

Western Rock Products: Asphalt

Straight Stripe: Striping

Snow Canyon Construction: Concrete Contractor

Supplier List:

Scholzens: Pipe, Fencing & and detention basin products

Geneva Pipe: precast concrete

Interstate Rock: Road base, Concrete

Utah Barricade: Signage & temporary traffic devices.

Note:

Perco Rock normally self performs all scopes of work, but Snow Canyon may be used for expediting purposes.

Equipment:

Perco Rock owns all heavy equipment necessary to complete the project.

Road graders, excavators, dump trucks....etc

Perco References:

State of Utah – DFCM

Project Manager

Rob Robison

Ph: (385) 226-2422

Email: rdrobinson@utah.gov

JONES & DEMILLE ENGINEERING

Project Manager:

Carson DeMille

Ph: (435) 979-0266

Email: Carson@jonesanddemille.com

Bullhead City

Public Works Director:

Angie Johnson

Ph: (928) 763-9400

Email: ajohnson@bullheadcityaz.gov

Johansen & Tuttle Engineering

Manager:

Howard Tuttle

Ph: (435) 636-7792

Email: howard@jandtengineering.com

Mohave County, AZ Public Works

Engineer:

Gary Lawson

Ph: (928) 727-4663

Email: gvlawson1@gmail.com

Brian Head City

Public Works Director:

Aldo Biasi

Ph: (435) 592-0031

Email: abiasi@bhtown.utah.gov

Alpha Engineering

Engineer:

Todd Gardner

Ph: (435) 628-6500

Email: toddgardner@alphaengineering.com

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Perco Rock Company PO BOX 1044 Panguitch UT 84759 EFFECTIVE 11/30/2015 EXPIRATION 11/30/2023	REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 366576-5501 Contractor With LRF B100, E100 DBAs: None Associated
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IMPORTANT LICENSURE REMINDERS:

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

PERCO ROCK COMPANY
 PO BOX 1044
 PANGUITCH UT 84759

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

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING ACTIVE LICENSE			
EFFECTIVE DATE:	11/30/2015		
EXPIRATION DATE:	11/30/2023		
ISSUED TO:	Perco Rock Company PO BOX 1044 Panguitch UT 84759		
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 366576-5501 Contractor With LRF DBAs: None Associated B100, E100			



STAFF COMMENTS

Consideration and possible approval of **waiving the fees for field rentals or hosting the softball tournament**-Matt Hirschi/Tiffani Wright

Discussion:

Matt Hirschi has approached the Park and Recreation department about holding some softball tournaments on our fields during the Spring of this year (April and May).

He came up with two options...

1. We wave the field prep fee of \$150 per day, per field, and he puts on a tournament
2. We put the tournament on as a city

We currently don't hold any tournaments on the fields during the City season of baseball and softball, which is from Mid-March until the end of May. We also don't currently offer youth tournaments of any kind, as we only offer recreation leagues and haven't gotten into the tournament side of things.

I told Matt I was open to looking at hosting a tournament only because the weekend he would like to host is a weekend we could utilize the High School softball field and it would have a minimal impact on teams practicing on the City owned fields. If he were to run the tournament on his own, the High school softball field would not be an option and they would use our 2 softball fields and the Middle School field.

I am nervous about opening this door and taking on the role of "tournament directors" and taking time away from our recreation programming. Matt is not the only one asking if we would host tournaments and I would like the council's input on the direction we should take? If we get more into the tournament side of things, I would need to hire someone that would take on that role as I don't have anyone that can commit the time to tournaments.

There are a few other factors on both sides but that is the "cliff notes" version.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **bringing back two preliminary plats previously denied** based on inadequate power and water infrastructure and capacity

Discussion:

On November 17, 2022, the City Council denied two preliminary plats. The first denial was for Southern Dunes Townhomes, a recreation resort 345 townhome development located at 2600 W and 4200 South. This denial was based on the lack of power services, inadequate water pressure, and the recommendation of denial from the Planning Commission. The second denial was for Desert Sky Estates, a 73 lot residential subdivision located at 2100 W and 3350 South. This denial was based on the following: 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.

Mayor Billings asked for a discussion item to be on this agenda to see if the Council was in favor of considering these applications again at the next meeting.

Findings:

Recommendation:

Attachments:

None



Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☑ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☒ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?			✓	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			✓	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

Fraud Risk Assessment

Continued

*Total Points Earned: 355/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	0	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Hurricane City

*Completed for Fiscal Year Ending: 2022 *Completion Date: 1/17/23

*CAO Name: KADEN DEMILLE *CFO Name: Paige Chapman

*CAO Signature: [Signature] *CFO Signature: Paige Chapman

*Required



STAFF COMMENTS

Discussion to **advertise and receive donations** for the New Veterans Park

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of a **time and material contract with Jvation for services at the airport** in an amount not to exceed \$14,000-Mike Vercikmak

Discussion:

As a result of the recent lease agreement with Steve Lemmon on a new hangar site at the Airport and working with Mr. Lemmon on the site, it has become apparent the City should work to develop a global grading and utility plan for the area in the Northeast corner of the airport property.

Findings:

Jvation has supplied an approximate figure to engineer and grade the property.

Recommendation:

Staff recommends approval of this contract so Jvation can work in conjunction with Mr. Lemmon's engineer to provide the best possible outcome.

Attachments:

1. New business 7 summary
2. airport layout

January 13, 2023

Mayor and City Council,

As a result of the recent lease agreement with Steve Lemmon on a new hanger site at the Airport and in working with Mr. Lemmon on the site, it has become apparent that the City should work to develop a global grading and utility plan for the area in the Northeast corner of the airport property.

In order for Mr. Lemmon to construct his hanger and make the appropriate improvements the grading that will be required will affect this area, especially access and drainage. I have contacted our Consultant, Jviation and they have supplied some approximate cost figures to accomplish this task.

Revise layout:	\$ 2,130.00
Preliminary grading plan:	\$11,230.00
Total Cost	\$13,360.00

They are proposing a time and material contract and would only bill for hours spent on the work.

The work could be funded from the approved airport budget with the following:

Account 10-62-25 Repairs and Maintenance	\$ 3,360.00
Account 10-62-70 Airport Improvements	\$10,000.00

Mr. Lemmon has retained Pratt Engineering to do the work on his site and we are proposing that Jviation work in conjunction with Pratt Engineering to ensure that we the best possible outcomes.

We are seeking City Council approval to proceed with this work.



Title



Legend

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wilde
- National Park Service
- Shivwits 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

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.



STAFF COMMENTS

Consideration and possible approval of a **renewed contract with Pacific Corp** regarding the sale and purchase of power-Scott Hughes

Discussion:

In August of 2022, the Council approved contracts between the City and PacifiCorp for the selling and purchasing of power at Sky Ranch, Moccasin Flats, and Anticline. The length of those contracts was only 6 months, with the intent that the parties could work out the details of the City taking over service of the Sky Ranch area during that time. The City and PacifiCorp have not been able to work out those details. The contracts that the Council is being asked to approve have identical terms as the existing contracts, with two exceptions: 1- The term is extended an additional year and 2- the price for power is increasing from 125/MWh to 194.87/MWh. The City sells more power than it purchases in this arrangement, so City staff is not concerned about the price increase. The contracts need to be extended to provide for continued power service to Sky Ranch and Moccasin Flats residents. Both contracts are included in the Council's packet for review.

Findings:

Recommendation:

The City Attorney has approved the form of the contracts and the Power Department recommends approval of the two contracts.

Attachments:

1. 230117 Contract for Hurricane sales to PacifiCorp (final)
2. 230117 Contract for PacifiCorp sales to Hurricane (final)

LOAD SERVICE CONTRACT
(PacifiCorp Load on Meters Number 82140348 and 51615022)

This LOAD SERVICE CONTRACT (this "Agreement") is entered into this ___ day of January, 2023 (the "Effective Date"), by and between PacifiCorp, an Oregon corporation ("PacifiCorp"), and the City of Hurricane, a municipal corporation under the laws of the State of Utah ("Hurricane"), with reference to the following:

WHEREAS, PacifiCorp desires to purchase and receive firm electric power and energy for the purpose of providing service to the PacifiCorp customers delivered to the meter described in Exhibit A (the "PacifiCorp Load"); and

WHEREAS, PacifiCorp wishes to purchase from Hurricane the electricity to serve the PacifiCorp Load, and Hurricane is willing to sell PacifiCorp such energy, to be delivered by Hurricane directly to the PacifiCorp Load, on the terms set forth herein; and

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

1. Definitions; Rules of Interpretation. Initially capitalized terms not defined herein are defined in the Utah Uniform Commercial Code (the "UCC"). Unless otherwise required by the context, (a) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section; (b) "including" is to be construed in its broadest sense to mean "including, but not limited to" and (c) the word "or" is not necessarily exclusive. No term of this Agreement shall be construed against a party on the ground that the party is the author of that provision.

2. Representations and Warranties. Each party represents and warrants to the other that it has full power and authority, and has obtained all required approvals, if any, to enter into this Agreement and perform its obligations hereunder.

3. Term. This Agreement will be in effect from February 1, 2023 until January 31, 2024, unless terminated earlier upon written agreement of the parties. All provisions other than those related to the obligation to deliver electricity survive the expiration of termination or this Agreement.

4. Sale by Hurricane to PacifiCorp. Hurricane will sell electricity to PacifiCorp, delivered by Hurricane directly to the PacifiCorp Load, as continuous uninterrupted electric service meeting all quality standards of the North American Energy Standard Board and the North American Electric Reliability Corporation, as applicable.

5. Pricing. Daily pricing for the electricity to be supplied to PacifiCorp shall be \$194.87/MWh for all metered PacifiCorp Load energy.

6. Taxes and Costs. PacifiCorp shall be responsible for any taxes, purchased power costs, and any other costs incurred by Hurricane in fulfilling its obligations for the provision of

energy under this Agreement, which cost would otherwise not have been incurred, had such service not been provided.

7. Maximum Delivery Rate for the PacifiCorp Load. The maximum delivery rate to the PacifiCorp Load shall be 3.0 megawatts per hour. At no point shall deliveries to the PacifiCorp Load under this Agreement exceed 3.0 megawatts per hour.

8. Metering. Metering equipment reasonably satisfactory to PacifiCorp and Hurricane required to measure the PacifiCorp Load for billing purposes under this Agreement shall be furnished, maintained, and read by the party that owns the meter. For purposes of calculating the invoice, either party may read the meter of the PacifiCorp Load.

9. Billing. By the 10th day of each month, Hurricane will provide PacifiCorp with an invoice setting forth the amount of energy delivered to the PacifiCorp Load and the associated charges for such deliveries for the prior month.

10. Payment. PacifiCorp shall pay any charges owing under this Agreement on the 15th day after the receipt of the invoice. Either party shall have the option but not the obligation to net the payments owing under this Agreement to any payments owing under the Load Service Contract (Hurricane Load on Meters Number 82140348 and 66686456) entered into between the parties with the effective date of February 1, 2023 (the “Hurricane Load Agreement”).

Without limiting the generality of the foregoing, if there are damages for breach hereof that are ordered by a court of competent jurisdiction to be payable by one party to the other party that remain outstanding and unpaid after they become due (following any applicable appeal proceedings or appeal period), such damages may also be netted from the amounts payable, if any, by the party to whom such damages are owed.

11. Sale of Goods. The parties intend this transaction to be a (a) sale of electricity as a good pursuant to the UCC and (b) an enforceable requirements contract, for all requirements at the meters, pursuant to UCC §2-306 (Utah Code 70A-2-306).

12. Communications. PacifiCorp customers in the PacifiCorp Load must contact PacifiCorp directly in the event their electric service is interrupted. PacifiCorp is responsible for all distribution related maintenance and repairs, including responding to outages, for the PacifiCorp Load.

13. Waiver of Immunities. Each party hereby waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their intended use), all immunity on the grounds of sovereignty or similar grounds from (a) suit, (b) jurisdiction of any court, (c) relieve by way of injunction, order for specific performance or for recover of property, or (d) execution or enforcement of any judgment to which it or its revenues or assets might otherwise become subject in the courts of any jurisdiction and irrevocably agrees, to the extent permitted under applicable law, that it will not claim any such immunity in any judicial or other proceedings.

14. Termination. In the event one party hereto fails to perform its obligations hereunder, the other party may provide written notice to the other, and if such failure is not cured within sixty days of such notice, terminate this Agreement without penalty or payment (other than amounts due or damages on account of breach).

15. Indemnity. PacifiCorp will indemnify and hold Hurricane and its officers, employees and agents harmless from and against any loss, claims or damage caused to any person or property in the PacifiCorp Load relating to or arising from electric service provided by PacifiCorp including any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property.

Except as expressly provided in this Section, each party to this Agreement hereby assumes all liability for injury or damage to persons or property arising from any negligent act of its own employees, agents or contractors and shall indemnify and hold the other harmless from any liability arising therefrom.

16. Uncontrollable Force. Neither party shall be considered in default in performance of any obligation hereunder (other than for payment of moneys due) if failure of performance shall be due to Uncontrollable Force. The term "Uncontrollable Force" means any cause beyond the control of the party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disobedience, labor dispute, labor or material shortage, sabotage and action or non-action by court order or public authority or failure to obtain the necessary authorizations or approvals from governmental agency or authority which by exercise of due foresight such party could not reasonably have been expected to avoid, and to overcome. A party shall not, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Any party rendered unable to fulfill any obligation by reason of Uncontrollable Force shall exercise due diligence to remove such liability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a party to prevent or to settle a labor dispute against its will.

17. Public Announcements. Except as required by law, neither party may issue any press release or make any announcement in relation to this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

18. Amendments. The parties may amend this Agreement only in writing, signed by both parties hereto and, if necessary, submitted to FERC for acceptance of filing.

19. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which is an original and all of which taken together constitute one and the same instrument.

20. No Third Party Beneficiaries. Notwithstanding anything to the contrary herein, this Agreement does not confer any rights upon any person other than the parties and their respective successors and permitted assigns. There are no intended third party beneficiaries of this Agreement.

21. Entire Agreement. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. This Agreement does not supersede the Hurricane Load Agreement.

22. Further Assurances. Each party will use all commercially reasonable efforts to cause the transactions that this Agreement contemplates to be consummated; and obtain all consents and authorizations of third parties, and make all filings with, and give all notices to, third parties that may be necessary in order to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, each party will (i) make all filings with governmental authorities required in connection with the transactions contemplated by this Agreement as promptly as practicable after the date of this Agreement; (ii) use all commercially reasonable efforts to furnish or cause to be furnished, as promptly as practicable, all information and documents reasonably required to obtain the approvals; and (iii) otherwise cooperate in all reasonable respects with the applicable governmental authorities to obtain any required governmental approvals in as expeditious a manner as possible.

23. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of Utah.

24. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of the parties' respective successor and assigns. PacifiCorp may not delegate its obligations hereunder without PacifiCorp's prior written consent.

25. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

26. Disputes. The parties shall attempt in good faith to resolve all disputes arising out of, related to or in connection with this Agreement promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Executives of both parties at levels at least one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to

exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days after the referral of the dispute to such senior executives, or if no meeting of senior executives has taken place within 15 days after such referral, either party may request that the matter be submitted to nonbinding mediation. The mediation shall be conducted by a single mediator mutually agreed to by the parties. The mediation shall consist of one or more informal, nonbinding meetings between the parties and the mediator, jointly and in separate caucuses, out of which the mediator will seek to guide the parties to a resolution. The mediation process shall continue until the resolution of the dispute, or the termination of the mediation process by either party. The costs of the mediation, including fees and expenses, shall be borne equally by the parties. All verbal and written communications between the parties and issued or prepared in connection with this Section shall be deemed prepared and communicated in furtherance, and in the context, of dispute settlement, and shall be exempt from discovery and production, and shall not be admissible in evidence (whether as admission or otherwise) in any litigation or other proceedings for the resolution of the dispute. The parties agree that no statements of position or offers of settlement made in the course of the dispute process described in this Section will be offered into evidence for any purpose in any litigation between the parties, nor will any such statements or offers of settlement be used in any manner against either party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either party in connection with any such litigation. At the request of either party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the party providing the same.

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

PACIFICORP

CITY OF HURRICANE, UTAH

By: _____
 Name: Heather Eberhardt
 Title: Sr. Commercial Services
 Power Marketer

By: _____
 Name: Nanette Billings
 Title: Mayor

Exhibit A

Meter numbers:	82140348	Gateway Substation (Anticline)
	51615022	Net meter readings from Hurricane to PacifiCorp Sky Ranch load

LOAD SERVICE CONTRACT
(Hurricane Load on Meters Number 82140348 and 66686456)

This LOAD SERVICE CONTRACT (this "Agreement") is entered into this ___ day of January, 2023 (the "Effective Date"), by and between PacifiCorp, an Oregon corporation ("PacifiCorp"), and the City of Hurricane, a municipal corporation under the laws of the State of Utah ("Hurricane"), with reference to the following:

WHEREAS, Hurricane desires to purchase and receive firm electric power and energy for the purpose of providing service to the Hurricane customers delivered to the meters described in Exhibit A (the "Hurricane Load"); and

WHEREAS, Hurricane wishes to purchase from PacifiCorp the electricity to serve the Hurricane Load, and PacifiCorp is willing to sell Hurricane such energy, to be delivered by PacifiCorp directly to the Hurricane Load, on the terms set forth herein; and

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

1. Definitions; Rules of Interpretation. Initially capitalized terms not defined herein are defined in the Utah Uniform Commercial Code (the "UCC"). Unless otherwise required by the context, (a) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section; (b) "including" is to be construed in its broadest sense to mean "including, but not limited to" and (c) the word "or" is not necessarily exclusive. No term of this Agreement shall be construed against a party on the ground that the party is the author of that provision.
2. Representations and Warranties. Each party represents and warrants to the other that it has full power and authority, and has obtained all required approvals, if any, to enter into this Agreement and perform its obligations hereunder.
3. FERC Standards of Conduct. Hurricane understands that PacifiCorp conducts its operations in a manner intended to comply with Federal Energy Regulatory Commission (FERC) Order No. 717, Standards of Conduct for Transmission Providers, and any subsequent and superseding orders requiring the separation of its transmission and merchant functions. For purposes of this Agreement, PacifiCorp in its transmission function shall be deemed to be a separate entity and separate contracting party whether or not any interconnection or other agreements are entered into with PacifiCorp in its transmission function and Hurricane.
4. Term. This Agreement will be in effect from February 1, 2023 until January 31, 2024, unless terminated earlier upon written agreement of the parties and acceptance for filing by FERC. All provisions other than those related to the obligation to deliver electricity survive the expiration of termination or this Agreement.
5. Sale by PacifiCorp to Hurricane. PacifiCorp will sell electricity to Hurricane, delivered by PacifiCorp directly to the Hurricane Load, as continuous uninterrupted electric

service meeting all quality standards of the North American Energy Standard Board and the North American Electric Reliability Corporation, as applicable.

6. Pricing. Daily pricing for the electricity to be supplied to Hurricane pursuant to this Agreement shall be the lower of a, b or c as listed below:

- a. \$194.87/MWh for all metered Hurricane Load energy
- b. The sum of the following:
 - (i) Maximum Demand Charge calculated by PacifiCorp's Energy Supply Management group:

The Maximum Demand Charge shall be capped using the following methodology:

Units Most Likely To Participate Methodology

Monthly	Up to \$11,317/MW
Weekly	Up to \$2,612/MW
Daily	Up to \$522/MW, provided, however, that the daily rate of \$522/MW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2,612/MW.
Hourly	Up to \$32.64/MW, provided, however, that the hourly rate of \$32.64/MW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of \$522/MW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2,612/MW.

- (ii) Energy Charge of 100% of SIC¹, plus up to 10% of SIC; and
 - (iii) All costs incurred by PacifiCorp (internal and external) for transmission service, ancillary services, and transmission losses.
- c. The internal and external costs incurred by PacifiCorp in the event it enters into a purchased power transaction specifically for the purpose of purchasing from a market resource and reselling to Hurricane the power necessary to supply the Hurricane Load hereunder. Provided, however, the rates shall not exceed the sum of the following:
 - (i) PacifiCorp's out-of-pocket costs of purchasing such capacity and/or energy, including all related charges incurred for transmission service, ancillary services,

¹ System Incremental Costs ("SIC") means all reasonably forecasted costs of such power and/or energy and which otherwise would not have been incurred by PacifiCorp including, but not limited to, costs associated with fuel, labor, variable operation and maintenance, start-up, shut-down, fuel handling, taxes or other similar governmental impositions, regulatory commission charges, emission allowances and other environmental compliance costs.

transmission losses and any applicable taxes or other similar governmental impositions; and

- (ii) \$1.00 per megawatt-hour multiplied by the total megawatt-hours scheduled.

7. Taxes and Costs. Hurricane shall be responsible for any taxes, purchased power costs, and any other costs incurred by PacifiCorp in fulfilling its obligations for the provision of energy under this Agreement, which cost would otherwise not have been incurred, had such service not been provided, but in no case will the total cost to Hurricane for the electricity provided by PacifiCorp exceed prices established in Section 6(a).

8. Maximum Delivery Rate for the Hurricane Load. The maximum delivery rate to the Hurricane Load shall be 3.0 megawatts per hour. At no point shall deliveries to the Hurricane Load under this Agreement exceed 3.0 megawatts per hour.

9. Metering. Metering equipment reasonably satisfactory to PacifiCorp and Hurricane required to measure the Hurricane Load for billing purposes under this Agreement shall be furnished, maintained, and read by the party that owns the meter. For purposes of calculating the invoice, either party may elect to read the meter of the Hurricane Load.

10. Billing. By the 10th day of each month, PacifiCorp will provide Hurricane with an invoice setting forth the amount of energy delivered to the Hurricane Load and the associated charges for such deliveries for the prior month.

11. Payment. Hurricane shall pay any charges owing under this Agreement on the 15th day after the receipt of the invoice. Either party shall have the option but not the obligation to net the payments owing under this Agreement to any payments owing under the Load Service Contract (PacifiCorp Load on Meters Number 82140348 and 51615022) entered into between the parties with the effective date of February 1, 2023 (the “PacifiCorp Load Agreement”).

Without limiting the generality of the foregoing, if there are damages for breach hereof that are ordered by a court of competent jurisdiction to be payable by one party to the other party that remain outstanding and unpaid after they become due (following any applicable appeal proceedings or appeal period), such damages may also be netted from the amounts payable, if any, by the party to whom such damages are owed.

12. Sale of Goods. The parties intend this transaction to be a (a) sale of electricity as a good pursuant to the UCC and (b) an enforceable requirements contract, for all requirements at the meters, pursuant to UCC §2-306 (Utah Code 70A-2-306).

13. Communications. Hurricane customers in the Hurricane Load must contact Hurricane directly in the event their electric service is interrupted. Hurricane is responsible for all distribution related maintenance and repairs, including responding to outages, for the Hurricane Load.

14. Waiver of Immunities. Each party hereby waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their intended use), all immunity on the grounds of sovereignty or similar grounds from (a) suit, (b) jurisdiction of any court, (c) relieve by way of injunction, order for specific performance or for recover of property, or (d) execution or enforcement of any judgment to which it or its revenues or assets might otherwise become subject in the courts of any jurisdiction and irrevocably agrees, to the extent permitted under applicable law, that it will not claim any such immunity in any judicial or other proceedings.

15. Termination. In the event one party hereto fails to perform its obligations hereunder, the other party may provide written notice to the other, and if such failure is not cured within sixty days of such notice, terminate this Agreement without penalty or payment (other than amounts due or damages on account of breach).

16. Indemnity. Hurricane will indemnify and hold PacifiCorp and its officers, employees and agents harmless from and against any loss, claims or damage caused to any person or property in the Hurricane Load relating to or arising from electric service provided by Hurricane including any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property.

Except as expressly provided in this Section, each party to this Agreement hereby assumes all liability for injury or damage to persons or property arising from any negligent act of its own employees, agents or contractors and shall indemnify and hold the other harmless from any liability arising therefrom.

17. Uncontrollable Force. Neither party shall be considered in default in performance of any obligation hereunder (other than for payment of moneys due) if failure of performance shall be due to Uncontrollable Force. The term “Uncontrollable Force” means any cause beyond the control of the party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disobedience, labor dispute, labor or material shortage, sabotage and action or non-action by court order or public authority or failure to obtain the necessary authorizations or approvals from governmental agency or authority which by exercise of due foresight such party could not reasonably have been expected to avoid, and to overcome. A party shall not, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Any party rendered unable to fulfill any obligation by reason of Uncontrollable Force shall exercise due diligence to remove such liability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a party to prevent or to settle a labor dispute against its will.

18. Change in Rates. Nothing contained in this Agreement shall be construed as affecting in any way the right of the party providing service under this Agreement to unilaterally make application to FERC for a change in rates under section 205 of the Federal Power Act and pursuant to FERC’s rules and regulations promulgated thereunder.

19. Public Announcements. Except as required by law, neither party may issue any press release or make any announcement in relation to this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

20. Amendments. The parties may amend this Agreement only in writing, signed by both parties hereto and, as necessary, submitted to FERC for acceptance of filing.

21. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which is an original and all of which taken together constitute one and the same instrument.

22. No Third Party Beneficiaries. Notwithstanding anything to the contrary herein, this Agreement does not confer any rights upon any person other than the parties and their respective successors and permitted assigns. There are no intended third party beneficiaries of this Agreement.

23. Entire Agreement. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. This Agreement does not supersede the PacifiCorp Load Agreement.

24. Further Assurances. Each party will use all commercially reasonable efforts to cause the transactions that this Agreement contemplates to be consummated; and obtain all consents and authorizations of third parties, and make all filings with, and give all notices to, third parties that may be necessary in order to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, each party will (i) make all filings with governmental authorities required in connection with the transactions contemplated by this Agreement as promptly as practicable after the date of this Agreement; (ii) use all commercially reasonable efforts to furnish or cause to be furnished, as promptly as practicable, all information and documents reasonably required to obtain the approvals; and (iii) otherwise cooperate in all reasonable respects with the applicable governmental authorities to obtain any required governmental approvals in as expeditious a manner as possible.

25. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of Utah.

26. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of the parties' respective successor and assigns. Hurricane may not delegate its obligations hereunder without PacifiCorp's prior written consent.

27. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

(WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

28. Disputes. The parties shall attempt in good faith to resolve all disputes arising out of, related to or in connection with this Agreement promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Executives of both parties at levels at least one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days after the referral of the dispute to such senior executives, or if no meeting of senior executives has taken place within 15 days after such referral, either party may request that the matter be submitted to nonbinding mediation. The mediation shall be conducted by a single mediator mutually agreed to by the parties. The mediation shall consist of one or more informal, nonbinding meetings between the parties and the mediator, jointly and in separate caucuses, out of which the mediator will seek to guide the parties to a resolution. The mediation process shall continue until the resolution of the dispute, or the termination of the mediation process by either party. The costs of the mediation, including fees and expenses, shall be borne equally by the parties. All verbal and written communications between the parties and issued or prepared in connection with this Section shall be deemed prepared and communicated in furtherance, and in the context, of dispute settlement, and shall be exempt from discovery and production, and shall not be admissible in evidence (whether as admission or otherwise) in any litigation or other proceedings for the resolution of the dispute. The parties agree that no statements of position or offers of settlement made in the course of the dispute process described in this Section will be offered into evidence for any purpose in any litigation between the parties, nor will any such statements or offers of settlement be used in any manner against either party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either party in connection with any such litigation. At the request of either party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the party providing the same.

[signature page follows]

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

PACIFICORP

CITY OF HURRICANE, UTAH

By: _____

By: _____

Name: Heather Eberhardt

Name: Nanette Billings

Title: Sr. Commercial Services
Power Marketer

Title: Mayor

Exhibit A

Meter numbers:	82140348	Gateway Substation (Anticline)
	66686456	meter readings from PacifiCorp to Hurricane Moccasin Flats load



STAFF COMMENTS

Consideration and possible approval of an **updated Resolution regarding interruptible power rate**-Scott Hughes

Discussion:

In April of 2021, the City Council passed a resolution to create an Alternative Commercial Power Rate. That rate hasn't been utilized by any customers up to this point. In review, it was determined the language on the original exhibit was vague and needed to be clarified. In addition, the changing power market requires some adjustments to limit risk and exposure by the Power Department. Staff and Power Board are recommending these updates to the rate that was originally approved.

Findings:

Recommendation:

Attachments:

1. Resolution 2023-08 Amending Alternative Commercial Power Rate
2. Exhibit A Alternative Large Commercial Rate

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
AMENDING THE ALTERNATIVE COMMERCIAL POWER RATE SCHEDULE FOR
HURRICANE CITY POWER**

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 an Alternative Commercial Power Rate and desires to clarify and amend this rate schedule; 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 Alternative Commercial Rate be amended to the Alternative Large Commercial Rate with the stipulations as shown on Exhibit “A”.

BE IT FURTHER RESOLVED that this Resolution shall take effect at the earliest date allowed by law.

DATED this 19th 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 19th 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

Exhibit A

Alternative Large Commercial Rate

Half Demand Charge

Customer commits to halting 90% of their yearly average electric demand during on-peak high load hours. On-peak high load hours, for this purpose, are defined as 2:00PM-2:00AM of each day of the year.

10% of the customers yearly average electric demand are permissible during the restricted high load hours.

Customer agrees to interrupt in the case of a power emergency within 12 hours of notice by the Power Department. The interruption could be requested by the Power Department year-round and may continue for as long as the market value for power exceeds the rate that the City is charging the customer (levelized cost including the base rate, usage rate, and demand rate) by 50% or more. As an alternative to interrupting, the customer may agree to shift their permissible hours of operation to a 10-hour block per day during the hours determined by the Power Department.

Power emergency triggering a power interruption is defined as a shortage of power generation resources and/or an extremely high-power price event where the market price raises 50% higher than the levelized cost described in the paragraph above.

Two violations in a calendar month will result in a full demand charge to the customer for that month.

Violations in two months in a calendar year will result in the customer being permanently moved to the standard Large Commercial Rate.



STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Coral Springs Phase 2 Amended and Extended located at 204 N Cliff Side Dr.** SU Commercial Construction, LLC Applicant. Drake Howell Agent.

Discussion:

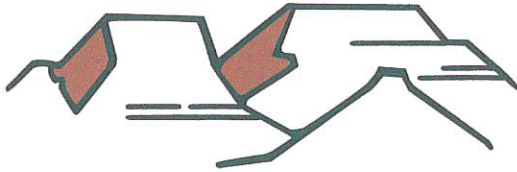
The applicant has applied to amend the final plat for Coral Springs Phase 2 to realign some roadways, realign one of the undeveloped buildings and preserve as a convertible area the rest. This subdivision was approved in 2007 with six condominium buildings but only two of the buildings were ever developed. In order to provide better access to the recently approved Phase 3 of Coral Springs, Canyon Cliffs Blvd will go straight across the property rather than looping around Building "G". The Planning Commission gave a positive recommendation.

Findings:

Recommendation:

Attachments:

1. 2023-AFP-01 App
2. 2023-01-05 - Coral Springs FP PH2
3. CORAL_SPRINGS_CONDOMINIUMS
4. 2023-AFP-01 Coral Springs Phase 2



HURRICANE CITY UTAH

147 N 870 W Hurricane UT 84737

PHONE: 435.635.2811 FAX: 435.635.2184

AMENDED FINAL PLAT APPLICATION

For Office Use Only: \$150 Fee

File No. 2023-AFP-01

Receipt No. 8164095

Name: SU Commercial Construction, LLC Telephone: 800-383-2653

Address: 2250 N Coral Canyon Blvd Ste 200 Fax No. _____

Email: drake@colewest.com Agent Email: _____

Agent (If Applicable): Drake Howell Telephone: 435-862-6183

Address/Location of Subject Property: 204 N Cliff Side Dr (Bldg I)

Tax ID of Subject Property: H-CSC-2-I Number of Lots: 12 Condominium Units

Subdivision Name: Coral Springs Condominiums Phase: 2 - Amended & Extended

Submittal Requirements:

- a. 1 – 11x17 plat map
- b. Postage Stamps for all property owners within 250 feet of the property boundaries of the proposed amendment.

1. The final plat shall show:

- ☒ a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- ☒ b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- ☒ c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- ☒ d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- ☒ e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.

- ☒ f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.
- ☒ g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County, or other official monuments.
- ☒ h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).
- ☒ i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.
- ☒ j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
- ☒ k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition, the final plat shall contain the standard forms for the following:

- ☒ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers, and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must be signed and stamped by the licensed surveyor prior to final plat submittal.**
- ☒ b. The owner's certificate of dedication of all streets, roads, rights-of-way, or other parcels intended for the use and benefit of the general public.
- ☒ c. Mortgagee or other lien holder's Consent to Record, if applicable.
- ☒ d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.
- ☒ e. Certificate of approval of Ash Creek Special Service District.
- ☒ f. Certificate of approval of the City Engineer.
- ☒ g. Certificate of approval of the City Council, as evidenced by the signature of the mayor
- ☒ h. Certificate of approval as to form executed by the City Attorney.
- ☒ i. A one and one-half inch by five-inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. Other Information Required: The following information or documentation shall be submitted:

- ☒ a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full
- ☒ b. An original copy for Staff reviews of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.
- ☒ c. Title report, updated within 30 days, for the property being subdivided.
- ☒ d. A disk of the final plat prepared in 'Auto-Cad'

Application Process: The following steps occur:

1. A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department.
2. A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will redline the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review.
3. A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council
2. One disk of the final plat provided in 'Auto Cad' format – one for the County Recorder.
3. Review of the title report by the City Attorney.
4. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent.
 - a. The City Attorney is the last signer of the mylar just prior to recordation.
5. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&Rs should submit a copy of the CC&R's to the Planning Staff for review at the time the plat amendment is submitted.

Note: It is important that all applicable information is submitted with the application at least 10 days prior to the Planning Commission meeting. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second and fourth Thursday of each month at 6:00 p.m. A deadline missed due to an incomplete application could result in a delay.

*****An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure.**

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

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

TAX ID	NAME	ADDRESS	CITY	STATE	ZIP
H-CSC-2-D-3	108 HURRICANE LLC	919 E 2620 N	PROVO	UT	84604
H-CSC-2-H-9	ARBUCKLE RYAN PARK	1045 N 830 E	LEHI	UT	84043
H-CSC-2-H-10	BYBEE BRENN, BYBEE BECKY	259 TWIN RIVER LOOP	ALPINE	UT	84004
H-CSC-2-H-13	C R STORAGE LLC	9624 KILMUIR CIR	SOUTH JORDAN	UT	84009
H-CSC-1-B-5	CALDWELL STEVEN & MINDY	243 E 950 N	KAYSVILLE	UT	84037-1216
H-CSC-2-H-3	CORAL SPRINGS RESORT LLC	259 RIVER BEND WAY STE 102	NORTH SALT LAKE	UT	84054-2988
H-CSC-2-D-8	COX TIMOTHY C	1269 W 1400 N	PROVO	UT	84604-6073
H-CSC-2-E-10	CW THE TERRA LLC	1222 W LEGACY BLVD STE 6	CENTERVILLE	UT	84014
H-CSC-2-D-5	D5 INV LLC	1414 S 600 W	WOODS CROSS	UT	84010
H-CSC-2-H-1	DELABARCENA RENAE TR	25783 TOURNAMENT RD	VALENCIA	CA	91355
H-CSC-2-H-5	DICKINSON DERRAL	954 W WILTSHIRE ST	WASHINGTON	UT	84780
H-CSC-2-D-4	DK PATTEN PROPERTIES LLC, K&R PROPERTIES HURRICANE LLC	918 W 2200 N	PLEASANT GROVE	UT	84062
H-CSC-2-H-12	ECKTON DARIN R & BETSY	1816 W 800 N	MAPLETON	UT	84664-3119
H-CSC-1-B-8	GOFF LESLY, GOFF NATHAN S	1328 W 2050 S	SYRACUSE	UT	84075
H-CSC-2-H-7	GOODWIN STEVEN, GOODWIN JENNY	794 N 500 E	AMERICAN FORK	UT	84003
H-CSC-2-D-1	GRAY CODY R	3273 E LINDSAY SPRING CIR	HEBER CITY	UT	84032
H-CSC-2-D-9	HEADRICK AUSTIN & BECKY	3321 W MILLVILLE ST	SOUTH JORDAN	UT	84095-3344
H-CSC-1-B-2	KONA ALII LLC	112 N MAIN ST	LOGAN	UT	84321
H-CSC-2-D-10	MAN CAVE SOUTH LLC	PO BOX 159	SANDY	UT	84070-0159
H-CSC-2-D-6	MITCHELL LADAUN M TR	350 S 200 E UNIT 605	SALT LAKE CITY	UT	84111-2842
H-CSC-2-D-12	MITCHELL SCOTT B & KRISTINE	2919 E WILLOW CREEK DR	SANDY	UT	84093
H-4-2-5-127-CJ1	MP 16 LLC	2303 CORAL CANYON BLVD	WASHINGTON	UT	84780
H-4-2-5-126-CJ1	MP 16 LLC	604 CHURCHHILL DR	SAINT GEORGE	UT	84790
H-CSC-2-D-2	OWENS KENT W & LORA A TRS	2531 W 10950 S	SOUTH JORDAN	UT	84095
H-CSC-1-B-11	PME LLC	10929 NAVARRO WAY	SOUTH JORDAN	UT	84095
H-CSC-2-D-11	RR RYAN LLC	6833 W LONG RIDGE DR	HERRIMAN	UT	84096
H-CSC-2-D-13	SMITH ANDREW M & REBECCA N	1193 W FOX DEN DR	WEST JORDAN	UT	84084
H-CSC-2-H-2	SMITH RYAN DICKSON & MELANIE REEVE TRS	1404 E 1380 N	LEHI	UT	84043
H-CSC-2-H-8	STEVENSON MATTHEW LEE	3956 W 2350 N	PLAIN CITY	UT	84404
H-CSC-2-H-4	THOMAS ADDISON LLC	PO BOX 549	CHOWCHILLA	CA	93610-0549
H-4-2-4-441	UTAH STATE	4110 STATE OFFICE BLDG	SALT LAKE CITY	UT	84114-1208
H-CSC-2-D-7	WOLLSIEFFER BURRIS D JR	3000 CANYONS RESORT DR	PARK CITY	UT	84098

250' Buffer

Total: 33

~~CW THE TERRA LLC
H-CSC-2-G-13
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-G-8
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-9
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-G-4
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-I-11
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-4
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-4
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

✓ **BYBEE BRENN, ET AL**
H-CSC-2-H-10
259 TWIN RIVER LOOP
ALPINE, UT 84004

✓ **MP 16 LLC**
H-4-2-5-127
2303 CORAL CANYON BLVD
WASHINGTON, UT 84780

✓ **ARBUCKLE RYAN PARK**
H-CSC-2-H-9
1045 N 830 E
LEHI, UT 84043

✓ **HEADRICK AUSTIN & BECKY**
H-CSC-2-D-9
3321 W MILLVILLE ST
SOUTH JORDAN, UT 84095-3344

~~CW THE TERRA LLC
H-CSC-2-F-8
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-I-8
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-10
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

✓ **CORAL SPRINGS RESORT LLC**
H-CSC-2-H-3
259 RIVER BEND WAY STE 102
NORTH SALT LAKE, UT 84054-2988

~~CW THE TERRA LLC
H-CSC-2-G-7
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-I-7
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-I-3
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-1
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-4
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-G-1
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-I-12
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

~~CW THE TERRA LLC
H-CSC-2-F-3
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

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H-CSC-2-G-3
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CENTERVILLE, UT 84014~~

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H-CSC-2-I-8
1222 W LEGACY BLVD STE 6
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~~CW THE TERRA LLC
H-CSC-2-G-2
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014~~

✓ **108 HURRICANE LLC**
H-CSC-2-D-3
919 E 2620 N
PROVO, UT 84604

✓ **C R STORAGE LLC**
H-CSC-2-H-13
9624 KILMUIR CIR
SOUTH JORDAN, UT 84009

✓ **DELABARCENA RENAE TR**
H-CSC-2-H-1
25783 TOURNAMENT RD
VALENCIA, CA 91355

✓ **CW THE TERRA LLC**
H-CSC-2-E-7
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **ECKTON BETSY**
H-CSC-2-H-11
1816 W 800 N
MAPLETON, UT 84664

✓ **DICKINSON DERRAL**
H-CSC-2-H-6
954 W WILTSHIRE ST
WASHINGTON, UT 84780

✓ **STEVENSON MATTHEW LEE**
H-CSC-2-H-8
3956 W 2350 N
PLAIN CITY, UT 84404

✓ **CW THE TERRA LLC**
H-CSC-2-E-2
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **RR RYAN LLC**
H-CSC-2-D-11
6833 W LONG RIDGE DR
HERRIMAN, UT 84096

✓ **ECKTON DARIN R & BETSY**
H-CSC-2-H-12
1816 W 800 N
MAPLETON, UT 84664-3119

✓ **DK PATTEN PROPERTIES LLC, ET AL**
H-CSC-2-D-4
918 W 2200 N
PLEASANT GROVE, UT 84062

✓ **GOFF LESLY, ET AL**
H-CSC-1-B-8
1328 W 2050 S
SYRACUSE, UT 84075

✓ **CW THE TERRA LLC**
H-CSC-2-G-12
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **CALDWELL STEVEN & MINDY**
H-CSC-1-B-5
243 E 950 N
KAYSVILLE, UT 84037-1216

✓ **D5 INV LLC**
H-CSC-2-D-5
1414 S 600 W
WOODS CROSS, UT 84010

✓ **CW THE TERRA LLC**
H-CSC-2-G-6
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **CW THE TERRA LLC**
H-CSC-2-G-9
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **PME LLC**
H-CSC-1-B-11
10929 NAVARRO WAY
SOUTH JORDAN, UT 84095

✓ **CW THE TERRA LLC**
H-CSC-2-I-4
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **CW THE TERRA LLC**
H-CSC-2-E-13
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **KONA ALII LLC**
H-CSC-1-B-2
112 N MAIN ST
LOGAN, UT 84321

✓ **MITCHELL LADAUN M TR**
H-CSC-2-D-6
350 S 200 E UNIT 605
SALT LAKE CITY, UT 84111-2842

✓ **MITCHELL SCOTT B & KRISTINE**
H-CSC-2-D-12
2919 E WILLOW CREEK DR
SANDY, UT 84093

✓ **SMITH ANDREW M & REBECCA N**
H-CSC-2-D-13
1193 W FOX DEN DR
WEST JORDAN, UT 84084

✓ **CW THE TERRA LLC**
H-CSC-2-G-8
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **MP 16 LLC**
H-4-2-5-126
604 CHURCHHILL DR
SAINT GEORGE, UT 84790

✓ **CW THE TERRA LLC**
H-CSC-2-I-10
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **CW THE TERRA LLC**
H-CSC-2-E-11
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **CW THE TERRA LLC**
H-CSC-2-F-6
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

✓ **CW THE TERRA LLC**
H-CSC-2-G-11
1222 W LEGACY BLVD STE 6
CENTERVILLE, UT 84014

CORAL SPRINGS CONDO HOA
c/o ROBERT PHELPS
3888 SOUTH 4600 WEST
WELLVILLE, UT 84339

DOC # 20220046000

Amended Restrictive Covenants
Gary Christensen Washington County Recorder Page 1 of 4
10/10/2022 03:04:04 PM Fee \$ 40.00
By CORAL SPRINGS CONDO HOA



**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CORAL SPRINGS**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CORAL SPRINGS has been approved and adopted by the Coral Springs Condominium Owners Association ("Association") and becomes effective when recorded with the Washington County Recorder's Office.

RECITALS

A. Coral Springs Condominiums is a resort condominium project located in Hurricane, Utah, Washington County that was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Covenants, Conditions, and Restrictions for Coral Springs" as recorded on November 7, 2006, as Entry Number 20060051813 with the Washington County Recorder ("Declaration").

B. The Declaration was amended by the "Amendment to Declaration of Covenants, Conditions, and Restrictions for Coral Springs" as recorded on May 19, 2008, as Entry Number 20080020525 with the Washington County Recorder (the "First Amendment").

C. The Association and unit owners desire to further amend the Declaration as provided below.

D. Section 14.1 of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least sixty-seven percent (67%) of the total votes in the Association.

E. At least sixty-seven percent (67%) of the total votes in the Association have approved each of the Declaration amendments listed below.

F. Section 7.2 of the Declaration provides that the Association must receive approval by fifty-one percent (51%) of Mortgagees to pass amendments that may affect Mortgagee rights.

G. Pursuant to Section 7.4 of the Declaration, at least 51% of Mortgagees have approved each of the Declaration amendments listed below.

H. This Amendment to the Declaration shall be binding upon the property, including all units and common areas, and facilities. See Exhibit A.

I. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

J. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

K. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used or defined in the Declaration.

AMENDMENTS

Amendment One

Article 13 Section 13.4 of the Declaration is hereby amended to read as follows:

13.4. Use of Expansion Property. Any additional property annexed hereto by the Declarant shall be exclusively for residential purposes, with architecture approved by the Management Committee. The Units shall all be restricted to residential use. No other assurances are made as to the improvements which will be made on the expansion property. The Declarant shall have the sole discretion as to development of the common area in any expansion area and may include any facilities or amenities thereon that Declarant deems necessary, and such common areas shall be managed by the Association.

Amendment Two

Article 13 Section 13.5 of the Declaration, as amended by the First Amendment, is hereby amended to read as follows:

13.5. Maximum Number of Units. The total number of Units that may be added to the Condominium Project is two-hundred (200), in addition to the original twenty-six (26) contemplated with the first Condominium Plat was recorded. The total number of Units permitted as part of the Condominium Project shall be two-hundred twenty-six (226).

Amendment Three

The Declaration shall add Article 5 Section 5.13 to read as follows:

5.13. Notice of Assessments for New Development. All Unit Owners, by acceptance of a deed to a Unit, agree and understand that assessments for the common expenses may be used to the benefit of all Unit Owners, regardless of Owner's Unit style or Unit age.

Amendment Four

The Declaration shall add Article 5 Section 5.14 to read as follows:

5.13. Reinvestment Fee. The Management Committee, by resolution, shall have the right to establish a "Reinvestment Fee" assessment in accordance with this Section and Utah Code

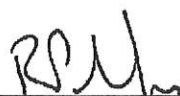
§57-1-46. If established by the Management Committee, the following terms and conditions shall govern Reinvestment Fees.

- (a) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the Washington County recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee.
- (b) The amount of the Reinvestment Fee shall be set by the Board, in the Board's sole discretion, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.
- (c) The Association shall not levy or collect a Reinvestment Fee for any of the Transfer exempted by Utah Code § 57-1-46.
- (d) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

CERTIFICATION

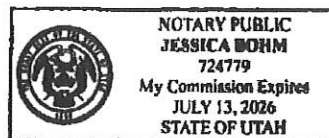
The Management Committee certifies that the foregoing amendments to the Declaration were duly approved as set forth in Section 14.1 and Section 7.2 of the Declaration. The Management Committee has authorized the president to execute this document on behalf of the Management Committee as a whole.

EXECUTED this 7 day of OCTOBER, 2022.



Association President
ROBERT PHELPS

STATE OF UTAH)
) SS:
COUNTY OF Cache)



On the 7 day of October, 2022, personally appeared before me
Robert Phelps, who by me being duly sworn, did say that he/she is the
President of the Coral Springs Condominium Owners Association, that he/she is authorized by
the management committee of said association to execute this document, and that the foregoing
information is true to the best of his/her knowledge.

EXHIBIT A
Legal Descriptions

ALL OF BUILDINGS A THROUGH B (AND ALL UNITS CONTAINED THEREIN), REC CENTER "C" AND ALL OPEN SPACE, COMMON AREA, LIMITED COMMON AREA, ALL OTHER AREAS, AND ALL FACILITIES APPURTENANT THERETO AS SHOWN ON CORAL SPRINGS CONDOMINIUMS PHASE 1 ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NUMBER 20060051812.

ALL OF BUILDINGS D THROUGH I (AND ALL UNITS CONTAINED THEREIN) AND ALL OPEN SPACE, COMMON AREA, LIMITED COMMON AREA, ALL OTHER AREAS, AND ALL FACILITIES APPURTENANT THERETO AS SHOWN ON CORAL SPRINGS CONDOMINIUMS PHASE 2 ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NUMBER 2008002379.

Washington County Utah Parcel Number H-4-2-4-440

S: 4 T: 42S R: 14W BEG AT PT N00*22'33" E 2273.96 FT ALG W SECL & N90*00'00" E 353.06 FT FM W1/4 COR SEC 4, T42S, R14W; PT BEING ON NLY B/L CORAL SPRINGS LLC PRPTY; TH N32*27'35" E 92.62 FT TO PT ON ARC OF 257.60 FT RAD CUR CNCV RGT, RAD PT BEARS S86*16'28" E; TH NELY ALG ARC OF SD CUR 369.62 FT THRU CTL ANG OF 82*12'37" TO PT OF NON-TNGY RAD PT BEARS S4*03'51" E; TH N42*33'38" E 73.38 FT; TH S26*25'12" E 150.38 FT; TH S60*21'28" E 247.79 FT; TH S20*37'07" W 286.56 FT; TH S29*52'45" W 164.10 FT TO NELY COR SD CORAL SPRINGS PRPTY; TH ALG SD BDRY FOL (5) CRSES: N30*30'41 W 119.09 FT; TH N34*18'29" W 50.00 FT TO PT ON ARC OF 275.00 FT RAD CUR CNCV RGT, RAD PT BEARS N34*18'29" W; TH SWLY ALG ARC OF SD CUR 27.88 FT THRU CTL ANG OF 5*48'34"; TH S61*30'12" W 103.87 FT TO PT ON ARC OF 527.50 FT RAD CUR CNCV LFT, RAD PT BEARS S60*11'10" W; TH NWLY ALG ARC OF SD CUR 323.16 FT THRU CTL ANG 35*06'02" TO PT OF TNGY SD PT ALSO BEING POB.



COMMITMENT FOR TITLE INSURANCE

Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature

Cottonwood Title Insurance Agency, Inc.

Salt Lake City, Utah

File No.: 164224-TOF

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations,



COMMITMENT CONDITIONS
(continued)

representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

PRIVACY NOTICE

Last Updated: 10/01/2021

This notice summarizes the privacy policies and practices of **Cottonwood Title Insurance Agency, Inc.** ("we" or "us" or "our") concerning nonpublic personal information we may obtain about you.

Personal Information Collected. We may collect personal information about you from various sources, including:

- Information on applications, forms or other documents you send or are sent on your behalf to us;
- Information we receive from others involved in your transaction, such as real estate agents, lenders, sellers, buyers, lien holders, creditors, community associations, attorneys, and other title companies;
- Information about you already in our files; and
- Information we obtain through searching public records, court filings, records of taxing authorities and other government entities, and other sources of information commonly used in the title and escrow industry.

Sharing Personal Information. We do not sell your personal information. We may share it with third parties (1) as appropriate to effect, administer, or enforce a transaction that you request or authorize; (2) in connection with servicing or processing a financial product or service that you request or authorize; (3) in connection with maintaining or servicing your account; or (4) for other reasons as specifically required or permitted by law.

Storing and Protecting Personal Information. We maintain physical, electronic and procedural safeguards that comply with governing law to protect your personal information from unauthorized access or intrusion. We take reasonable steps to train and oversee our employees and authorized contractors to ensure that your information will be handled responsibly and in accordance with this Notice. We maintain the personal information of consumers, customers, and former customers in compliance with the records retention requirements of our title insurance underwriters and applicable laws.



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: November 7, 2022 at 7:30AM
2. Policy (or Policies) to be issued:

	Policy Amount	Premium
(a) Owner's Policy Proposed Insured:	N/A	
(b) Loan Policy Proposed Insured:		
(c) Endorsements:		
3. The estate or interest in the Land described or referred to in this Commitment and covered herein is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

CW The Terra, LLC, a Utah limited liability company, as to Units 1 through 13, inclusive, in Buildings "E", "F", "G" and "I", and as to Washington County Parcel No. H-4-2-4-440; Cody R. Gray, as to Unit 1, Building "D"; Kent W. Owens and Lora A. Owens, Trustees under the Kent and Lora Owens Family Living Trust, dated March 13, 2013, as to Unit 2, Building "D"; 108 Hurricane, LLC, a Utah limited liability company, as to Unit 3, Building "D"; DK Patten Properties, LLC, as to an undivided 1/2 interest and K&R Properties Hurricane, LLC, as to an undivided 1/2 interest, as to Unit 4, Building "D"; D5 Investments LLC, a Utah limited liability company, as to Unit 5, Building "D"; LaDaun M. Mitchell, Trustee of the LaDaun M. Mitchell Trust dated the 17th day of December, 2008, as to Unit 6, Building "D"; Burris D. Wollsieffer, Jr., a married man, as to Unit 7, Building "D"; Timothy C. Cox, as to Unit 8, Building "D"; Austin Headrick and Becky Headrick, as joint tenants, as to Unit 9, Building "D"; Man Cave South LLC, a Utah limited liability company, as to Unit 10, Building "D"; RR Ryan, LLC, a Utah limited liability company, as to Unit 11, Building "D"; Scott B. Mitchell and Kristine Mitchell, as joint tenants with rights of survivorship, as to Unit 12, Building "D"; Andrew M. Smith and Rebecca N. Smith, husband and wife, as to Unit 13, Building "D"; Renae DeLaBarcena, Trustee of the DeLaBarcena Trust dated May 29, 2009, as to Unit 1, Building "H"; Ryan Dickson Smith and Melanie Reeve Smith, Trustees of the Ryan Dickson Smith and Melanie Reeve Smith Family Revocable Trust dated November 13, 2011, as to Unit 2, Building "H"; Coral Springs Resort, LLC, a Utah limited liability company, as to Unit 3, Building "H"; Thomas Addison LLC, a California limited liability company, as to Unit 4, Building "H"; Derral Dickinson, a married man, as to Units 5 and 6, Building "H"; Steven Goodwin and Jenny Goodwin, jointly and severally, as to Unit 7, Building "H"; Matthew Lee Stevenson, a married man, as to Unit 8, Building "H"; Ryan Park Arbuckle, a married man, as to Unit 9, Building "H"; Brenn Bybee and Becky Bybee, husband and wife as joint tenants, as to Unit 10, Building "H"; Betsy Eckton, a married woman, as to Unit 11, Building "H"; Darin R. Eckton and Betsy Eckton, as joint tenants, as to Unit 12, Building "H"; C R Storage, LLC, a Utah limited liability company, as to Unit 13, Building "H"; and Coral Springs Condominium Owners Association, a Utah non-profit corporation, as its interest appears as to any existing Common Areas

COTTONWOOD
TITLE

1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 | 801 277 9999
Cottonwood Title Insurance Agency, Inc. Utah State License Number: 92856

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SCHEDULE A
(Continued)

5. The Land referred to in this Commitment is situated in the County of Washington, State of Utah, and is described as follows:

See Exhibit A attached hereto

NOTE: Parcel Identification Numbers: H-CSC-2-D-1, H-CSC-2-D-2, H-CSC-2-D-3, H-CSC-2-D-4, H-CSC-2-D-5, H-CSC-2-D-6, H-CSC-2-D-7, H-CSC-2-D-8, H-CSC-2-D-9, H-CSC-2-D-10, H-CSC-2-D-11, H-CSC-2-D-12, H-CSC-2-D-13, H-CSC-2-E-1, H-CSC-2-E-2, H-CSC-2-E-3, H-CSC-2-E-4, H-CSC-2-E-5, H-CSC-2-E-6, H-CSC-2-E-7, H-CSC-2-E-8, H-CSC-2-E-9, H-CSC-2-E-10, H-CSC-2-E-11, H-CSC-2-E-12, H-CSC-2-E-13, H-CSC-2-F-1, H-CSC-2-F-2, H-CSC-2-F-3, H-CSC-2-F-4, H-CSC-2-F-5, H-CSC-2-F-6, H-CSC-2-F-7, H-CSC-2-F-8, H-CSC-2-F-9, H-CSC-2-F-10, H-CSC-2-F-11, H-CSC-2-F-12, H-CSC-2-F-13, H-CSC-2-G-1, H-CSC-2-G-2, H-CSC-2-G-3, H-CSC-2-G-4, H-CSC-2-G-5, H-CSC-2-G-6, H-CSC-2-G-7, H-CSC-2-G-8, H-CSC-2-G-9, H-CSC-2-G-10, H-CSC-2-G-11, H-CSC-2-G-12, H-CSC-2-G-13, H-CSC-2-H-1, H-CSC-2-H-2, H-CSC-2-H-3, H-CSC-2-H-4, H-CSC-2-H-5, H-CSC-2-H-6, H-CSC-2-H-7, H-CSC-2-H-8, H-CSC-2-H-9, H-CSC-2-H-10, H-CSC-2-H-11, H-CSC-2-H-12, H-CSC-2-H-13, H-CSC-2-I-1, H-CSC-2-I-2, H-CSC-2-I-3, H-CSC-2-I-4, H-CSC-2-I-5, H-CSC-2-I-6, H-CSC-2-I-7, H-CSC-2-I-8, H-CSC-2-I-9, H-CSC-2-I-10, H-CSC-2-I-11, H-CSC-2-I-12, H-CSC-2-I-13 and H-4-2-4-440 (for reference purposes only)



**SCHEDULE B
PART I - REQUIREMENTS**

All of the following requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$125.00.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Any additional documentation requested by Cottonwood Title Insurance Agency, Inc. and/or First American Title Insurance Company, its underwriter.

NOTICE TO APPLICANT

The company requires that the following additional requirements be complied with:



**SCHEDULE B
PART II - EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

NOTE: Exceptions 1-8 will be eliminated in an ALTA Extended Lender's Policy

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2022 are a lien now due and payable in the amount of \$2,318.51 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-1. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-1. (affects Unit D-1)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,321.46 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-2. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-2. (affects Unit D-2)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,864.75 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-3. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-3. (affects Unit D-3)

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,325.11 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-4. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-4. (affects Unit D-4)

Taxes for the year 2022 have been paid in the amount of \$3,325.11 under Parcel No. H-CSC-2-D-5. (affects Unit D-5)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,864.75 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-6. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-6. (affects Unit D-6)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,325.11 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-7. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-7. (affects Unit D-7)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,281.38 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-8. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-8. (affects Unit D-8)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,836.92 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-9. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-9. (affects Unit D-9)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,281.38 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-10. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-10. (affects Unit D-10)

Taxes for the year 2022 have been paid in the amount of \$3,281.38 under Parcel No. H-CSC-2-D-11. (affects Unit D-11)

Taxes for the year 2022 have been paid in the amount of \$2,836.92 under Parcel No. H-CSC-2-D-12. (affects Unit D-12)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,281.38 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-D-13. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-D-13. (affects Unit D-13)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-1. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-1. (affects Unit E-1)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-2. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-2. (affects Unit E-2)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-3. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-3. (affects Unit E-3)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-4. Taxes for the year 2021 have been

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

paid under Parcel No. H-CSC-2-E-4. (affects Unit E-4)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-5. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-5. (affects Unit E-5)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-6. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-6. (affects Unit E-6)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-7. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-7. (affects Unit E-7)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-8. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-8. (affects Unit E-8)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-9. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-9. (affects Unit E-9)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-10. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-10. (affects Unit E-10)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-11. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-11. (affects Unit E-11)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-12. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-12. (affects Unit E-12)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-E-13. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-E-13. (affects Unit E-13)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-1. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-1. (affects Unit F-1)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-2. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-2. (affects Unit F-2)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-3. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-3. (affects Unit F-3)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-4. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-4. (affects Unit F-4)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-5. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-5. (affects Unit F-5)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-6. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-6. (affects Unit F-6)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-7. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-7. (affects Unit F-7)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-8. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-8. (affects Unit F-8)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-9. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-9. (affects Unit F-9)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-10. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-10. (affects Unit F-10)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-11. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-11. (affects Unit F-11)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-12. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-12. (affects Unit F-12)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-F-13. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-F-13. (affects Unit F-13)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-1. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-1. (affects Unit G-1)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-2. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-2. (affects Unit G-2)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-3. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-3. (affects Unit G-3)

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-4. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-4. (affects Unit G-4)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-5. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-5. (affects Unit G-5)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-6. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-6. (affects Unit G-6)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-7. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-7. (affects Unit G-7)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-8. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-8. (affects Unit G-8)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-9. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-9. (affects Unit G-9)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-10. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-10. (affects Unit G-10)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-11. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-11. (affects Unit G-11)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-12. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-12. (affects Unit G-12)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-G-13. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-G-13. (affects Unit G-13)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,318.51 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-1. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-1. (affects Unit H-1)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,713.11 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-2. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-2. (affects Unit H-2)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,864.75 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-3. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-3. (affects Unit H-3)

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**SCHEDULE B
PART II - EXCEPTIONS
(Continued)**

Taxes for the year 2022 have been paid in the amount of \$3,325.11 under Parcel No. H-CSC-2-H-4. (affects Unit H-4)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,325.11 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-5. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-5. (affects Unit H-5)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,864.75 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-6. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-6. (affects Unit H-6)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,325.11 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-7. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-7. (affects Unit H-7)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,281.38 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-8. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-8. (affects Unit H-8)

Taxes for the year 2022 are a lien now due and payable in the amount of \$2,836.92 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-9. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-9. (affects Unit H-9)

Taxes for the year 2022 are a lien now due and payable in the amount of \$3,281.38 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-H-10. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-H-10. (affects Unit H-10)

Taxes for the year 2022 have been paid in the amount of \$3,281.38 under Parcel No. H-CSC-2-H-11. (affects Unit H-11)

Taxes for the year 2022 have been paid in the amount of \$2,836.92 under Parcel No. H-CSC-2-H-12. (affects Unit H-12)

Taxes for the year 2022 have been paid in the amount of \$3,281.38 under Parcel No. H-CSC-2-H-13. (affects Unit H-13)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-1. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-1. (affects Unit I-1)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-2. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-2. (affects Unit I-2)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-3. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-3. (affects Unit I-3)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-4. Taxes for the year 2021 have been

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

paid under Parcel No. H-CSC-2-I-4. (affects Unit I-4)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-5. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-5. (affects Unit I-5)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-6. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-6. (affects Unit I-6)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-7. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-7. (affects Unit I-7)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-8. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-8. (affects Unit I-8)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-9. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-9. (affects Unit I-9)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-10. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-10. (affects Unit I-10)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-11. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-11. (affects Unit I-11)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-12. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-12. (affects Unit I-12)

Taxes for the year 2022 are a lien now due and payable in the amount of \$238.53 but will not become delinquent until November 30, 2022 under Parcel No. H-CSC-2-I-13. Taxes for the year 2021 have been paid under Parcel No. H-CSC-2-I-13. (affects Unit I-13)

Taxes for the year 2022 are a lien now due and payable in the amount of \$6,309.12 but will not become delinquent until November 30, 2022 under Parcel No. H-4-2-4-440. Taxes for the year 2021 have been paid under Parcel No. H-4-2-4-440. (affects Expansion Area and other land)

10. The herein described Land is located within the boundaries of Hurricane City, The Washington County Water Conservancy District, Ash Creek Special Service District, Washington County Special Service District No. 1, Southwest Mosquito Abatement and Control District, Hurricane Valley Fire District, and is subject to any and all charges and assessments levied thereunder.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
13. United States Department of the Interior Bureau of Land Management Utah Clear List No. 43, recorded May 9, 1986 as Entry No. [294064](#) in Book 411 at Page 991.
14. Reservations and exceptions as contained in State of Utah Patent No. 19883, recorded December 28, 2005 as Entry No. [994221](#) in Book 1829 at Page 679.
15. Reservations and exceptions as contained in State of Utah Patent No. 20070, recorded May 19, 2008 as Entry No. [20080020521](#).
16. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Master Declaration of Restrictive Covenants (Commercial/Retail) recorded December 12, 2005 as Entry No. [990935](#) in Book 1823 at Page 2394, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Supplemental Declaration of Restrictive Covenants, recorded February 24, 2006 as Entry No. [20060005013](#).

Supplemental Declaration of Restrictive Covenants, recorded September 18, 2007 as Entry No. [20070046522](#).

Supplemental Declaration of Covenants and Restrictions, recorded May 19, 2008 as Entry No. [20080020523](#).

Affidavit of Correction, recorded January 26, 2017 as Entry No. [20170003681](#).

Affidavit of Correction, recorded January 26, 2017 as Entry No. [20170003682](#).

17. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Covenants, Conditions, and Restrictions for Coral Springs a Resort Condominium Development recorded November 7, 2006 as Entry No. [20060051813](#), but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Declaration of Annexation [Coral Springs Condominiums Phase 2], recorded May 19, 2008 as Entry No. [20080020520](#).

Amendment to Declaration of Covenants, Conditions and Restrictions for Coral Springs, recorded May 19, 2008 as Entry No. [20080020525](#).

Declaration of Annexation [Coral Springs Condominiums Phase 3], recorded May 19, 2008 as Entry No. [20080020526](#).

Assignment of Declarant's Rights in favor of Coral Springs Management, LLC, a Utah limited liability

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

company, recorded February 14, 2012 as Entry No. [20120004861](#).

Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Coral Springs, recorded October 10, 2022 as Entry No. [20220046000](#).

18. Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: CW The Terra, LLC, a Utah limited liability company; Trustee: Cottonwood Title Insurance Agency, Inc.; Beneficiary: Mountain West REIT, LLC, a Delaware limited liability company; Amount: \$19,500,000.00; Dated: December 10, 2021; Recorded: December 13, 2021 as Entry No. [20210078604](#). (affects all CW The Terra Units and Expansion Area)

Assignment of Rights Under Covenants, Conditions and Restrictions, Sales Agreements, Permits, and Development Documents in favor of Mountain West REIT, LLC, a Delaware limited liability company, recorded December 13, 2021 as Entry No. [20210078605](#).

19. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Cody R. Gray; Trustee: Charger Title Insurance Agency, Inc.; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for LendSure Mortgage Corp.; Amount: \$222,968.00; Dated: October 28, 2021; Recorded: October 29, 2021 as Entry No. [20210070337](#). (affects Unit D-1)
20. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Kent W. Owens and Lora A. Owens, Trustees under the Kent and Lora Owens Family Living Trust, dated March 13, 2013; Trustee: Inwest Title Services; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Parkside Lending, LLC; Amount: \$194,900.00; Dated: September 19, 2018; Recorded: September 20, 2018 as Entry No. [20180038527](#). (affects Unit D-2)
21. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Lora Owens and Kent Owens; Trustee: Paul M. Halliday, Jr. Halliday & Watkins, P.C.; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for City Creek Mortgage Corp.; Amount: \$116,000.00; Dated: September 23, 2020; Recorded: September 25, 2020 as Entry No. [20200052777](#). (affects Unit D-2)
22. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Robert Gordon Basinger and Terri Lynn Basinger, husband and wife as joint tenants; Trustee: Southern Utah Title Company; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Sun American Mortgage Company; Amount: \$220,000.00; Dated: November 30, 2020; Recorded: December 2, 2020 as Entry No. [20200069247](#). (affects Unit D-3)
23. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Daniel J. Patten & Karla K. Patten, husband and wife as joint tenants and Russell P. Hammond & Kaye E. Hammond, husband and wife as joint tenants; Trustee: Backman Title Services; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for MetLife Home Loans, a Division of MetLife Bank, N.A.; Amount: \$175,000.00; Dated: May 23, 2011; Recorded: May 25, 2011 as Entry No. [20110016146](#). (affects Unit D-4)

The above stated Deed of Trust was assigned to MetLife Homes Loans, a Division of MetLife Bank, N.A., by instrument dated August 29, 2012 and recorded September 17, 2012 as Entry No. [20120031237](#).

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

The above stated Deed of Trust was assigned to JPMorgan Chase Bank, National Association, by instrument dated February 22, 2013 and recorded April 23, 2013 as Entry No. [20130015319](#).

24. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Burris D. Wollsieffer, Jr, married man; Trustee: Cottonwood Title; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Parkside Lending, LLC; Amount: \$221,175.00; Dated: December 7, 2018; Recorded: December 10, 2018 as Entry No. [20180048669](#). (affects Unit D-7)

The above stated Deed of Trust was assigned to Bayview Loan Servicing, LLC, by instrument dated April 9, 2019 and recorded April 23, 2019 as Entry No. [20190014925](#).

The above stated Deed of Trust was assigned to Lakeview Loan Servicing, LLC, by instrument dated April 9, 2019 and recorded April 23, 2019 as Entry No. [20190014926](#).

The above stated Deed of Trust was assigned to Brighthouse Life Insurance Company, by instrument dated April 9, 2019 and recorded April 23, 2019 as Entry No. [20190014927](#).

25. Open-End Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Burris Wollsieffer, married hta Burris D. Wollsieffer Jr; Trustee: KeyBank National Association; Beneficiary: KeyBank National Association; Amount: \$40,720.00; Dated: February 8, 2019; Recorded: March 20, 2019 as Entry No. [20190009998](#). (affects Unit D-7)
26. Trust Deed With Assignment of Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Lewis Weaver; Trustee: Inwest Title Services, Inc.; Beneficiary: Robert Stegen; Amount: \$238,400.00; Dated: November 5, 2020; Recorded: November 6, 2020 as Entry No. [20200063299](#). (affects Unit D-9)
27. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Greg M. Armstrong and Kris A. Armstrong, husband and wife; Daniel R. Reed and Sariah R. Reed, husband and wife, as joint tenants; Trustee: Citadel Title and Escrow, LLC; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Caliber Home Loans, Inc.; Amount: \$276,750.00; Dated: December 31, 2019; Recorded: January 2, 2020 as Entry No. [20200000246](#). (affects Unit D-10)
28. Trust Deed With Assignment of Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Coral Springs 13D LLC, a Utah limited liability company; Trustee: Meridian Title Company; Beneficiary: The Eleven Zero Eight Family Revocable Trust, dated November 11, 2015; Amount: \$283,128.00; Dated: March 29, 2021; Recorded: March 31, 2021 as Entry No. [20210023066](#). (affects Unit D-13)
29. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Andrew M. Smith and Rebecca N. Smith, husband and wife; Trustee: Infinity Title Insurance Agency, LLC; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Intercap Lending Inc.; Amount: \$386,250.00; Dated: September 9, 2021; Recorded: September 10, 2021 as Entry No. [20210060001](#). (affects Unit D-13)
30. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Ryan Dickson Smith and Melanie Reeve Smith, husband and wife as joint tenants; Trustee: Southern Utah Title Company; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Citywide Home Loans, LLC; Amount: \$358,000.00; Dated: March 30,

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

2022; Recorded: March 31, 2022 as Entry No. [20220018317](#). (affects Unit H-2)

31. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Derral Dickinson, a married man; Trustee: Cottonwood Title; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Parkside Lending, LLC; Amount: \$221,175.00; Dated: September 13, 2018; Recorded: September 14, 2018 as Entry No. [20180037836](#). (affects Unit H-5)
32. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Derral Dickinson, married man; Trustee: Cottonwood Title; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Parkside Lending, LLC; Amount: \$206,175.00; Dated: September 13, 2018; Recorded: September 14, 2018 as Entry No. [20180037848](#). (affects Unit H-6)
33. Trust Deed, Security Agreement, and Financing Statement to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Steven Goodwin and Jenny Goodwin, jointly and severally; Trustee: Steven W. Bennett, a member of the Utah State Bar; Beneficiary: Coral Springs Resort, LLC, a Utah limited liability company; Amount: \$235,920.00; Dated: September 20, 2018; Recorded: October 2, 2018 as Entry No. [20180040084](#). (affects Unit H-7)
34. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Matthew Lee Stevenson, a married man; Trustee: Frontier Title Insurance Agency, Inc.; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for First Colony Mortgage Corporation; Amount: \$459,000.00; Dated: December 7, 2021; Recorded: December 9, 2021 as Entry No. [20210077839](#). (affects Unit H-8)
35. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Ryan Park Arbuckle, a married man; Trustee: Cottonwood Title Insurance Agency, Inc.; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Caliber Home Loans, Inc.; Amount: \$247,410.00; Dated: March 27, 2019; Recorded: March 28, 2019 as Entry No. [20190011216](#). (affects Unit H-9)
36. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Brenn Bybee, a married man as his sole and separate property; Trustee: First American Title Insurance Company; Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS", solely as nominee for Nexera Holding, LLC dba Newfi Lending; Amount: \$300,000.00; Dated: August 16, 2022; Recorded: August 17, 2022 as Entry No. [20220039651](#). (affects Unit H-10)
37. The interest of D&M Rentals 5, a limited liability company, as disclosed by that certain Quit Claim Deed recorded September 14, 2020 as Entry No. [20200049941](#).
- NOTE: Said instrument contains an erroneous legal description.
38. The interest of D&M Rentals 6, a limited liability company, as disclosed by that certain Quit Claim Deed recorded October 19, 2020 as Entry No. [20200058439](#).
- NOTE: Said instrument contains an erroneous legal description.
39. The interest of D&M Rentals 6, a limited liability company, as disclosed by that certain Quit Claim Deed recorded September 14, 2020 as Entry No. [20200049942](#).

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

NOTE: Said instrument contains an erroneous legal description.

40. The interest of D&M Rentals 6, a limited liability company, as disclosed by that certain Quit Claim Deed recorded October 19, 2020 as Entry No. [20200058440](#).

NOTE: Said instrument contains an erroneous legal description.

41. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).



**SCHEDULE B
PART II - EXCEPTIONS
(Continued)**

NOTE: Except as shown in Schedule B, Part II above, examination of the Public Records for the following name(s) discloses no judgments or other matters that, in the opinion of the Company, would constitute liens against the Land:

CW The Terra, LLC, a Utah limited liability company

Cody R. Gray

Kent and Lora Owens Family Living Trust, dated March 13, 2013

108 Hurricane, LLC, a Utah limited liability company

DK Patten Properties, LLC

K&R Properties Hurricane, LLC

D5 Investments LLC, a Utah limited liability company

LaDaun M. Mitchell Trust dated the 17th day of December, 2008

Burris D. Wollsieffer, Jr.

Timothy C. Cox

Austin Headrick and Becky Headrick

Man Cave South LLC, a Utah limited liability company

RR Ryan, LLC, a Utah limited liability company

Scott B. Mitchell and Kristine Mitchell

Andrew M. Smith and Rebecca N. Smith

DeLaBarcena Trust dated May 29, 2009

Ryan Dickson Smith and Melanie Reeve Smith Family Revocable Trust dated November 13, 2011

Coral Springs Resort, LLC, a Utah limited liability company

Thomas Addison LLC, a California limited liability company

Derral Dickinson

Steven Goodwin and Jenny Goodwin

Matthew Lee Stevenson

Ryan Park Arbuckle

Brenn Bybee and Becky Bybee

Betsy Eckton

Darin R. Eckton and Betsy Eckton

C R Storage, LLC, a Utah limited liability company

Coral Springs Condominium Owners Association, a Utah non-profit corporation

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph C under Schedule B, Part 1 for required cancellation fee.

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**SCHEDULE B
PART II - EXCEPTIONS
(Continued)**

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



**EXHIBIT A
LEGAL DESCRIPTION**

Proposed CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED & EXTENDED, being more particularly described as follows:

Beginning at the most Northerly and Westerly corner of Coral Springs Condominiums Phase 1, as on file in the Washington County Recorder's Office, said point that lies North 00°22'33" East 1,277.25 feet along the Section Line and West 87.64 feet; from the West Quarter Corner of Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian; running thence North 26°39'13" East 81.93 feet; thence North 44°01'48" East 83.44 feet; thence North 82°13'28" East 22.53 feet; thence North 35°21'12" East 32.16 feet; thence North 06°51'27" East 71.80 feet; thence North 08°17'25" West 63.99 feet; thence North 08°21'13" West 234.60 feet; thence North 46°07'26" East 228.53 feet; thence North 31°14'23" East 139.61 feet; thence North 21°40'20" East 144.72 feet; thence North 17°14'24" East 73.02 feet; thence Southeasterly along a 527.50 foot radius non-tangent curve to the right, (center point lies South 21°03'44" West) through a central angle of 39°07'25", a distance of 360.20 feet; thence North 48°55'46" East 166.16 feet; thence South 41°05'53" East 171.54 feet; thence South 29°52'56" West 68.87 feet; thence South 59°29'19" West 152.44 feet; thence South 20°29'44" West 153.47 feet; thence North 84°14'12" West 63.51 feet; thence South 41°04'16" West 310.01 feet; thence South 16°32'00" West 292.85 feet; thence South 52°08'16" West 223.04 feet to the Northerly line of said Coral Springs Condominiums Phase 1; thence along said Northerly Line the following Three (3) Courses: 1) North 01°07'05" West 30.14 feet, 2) North 47°54'24" West 160.22 feet and 3) North 63°20'10" West 60.60 feet to the point of beginning.

CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED & EXTENDED

SECTIONS 4 & 5, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF **CW THE TERRA, LLC**, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF **CW THE TERRA, LLC**, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FULL NAME: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH
COMMISSION NUMBER: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE PRESIDENT OF **CORAL SPRINGS CONDOMINIUM OWNERS ASSOCIATION**, AND THAT HE/SHE EXECUTED THE FOREGOING OWNER'S DEDICATION AND ACCEPTANCE OF COMMON, LIMITED COMMON AND OPEN SPACE AREAS ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FULL NAME: _____ A NOTARY PUBLIC COMMISSIONED IN _____
COMMISSION NUMBER: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

MORTGAGEE CONSENT TO RECORD

MOUNTAIN WEST REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND A MORTGAGEE OF SAID TRACT OF LAND DOES HEREBY GIVE CONSENT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO THE RECORDING OF THE PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

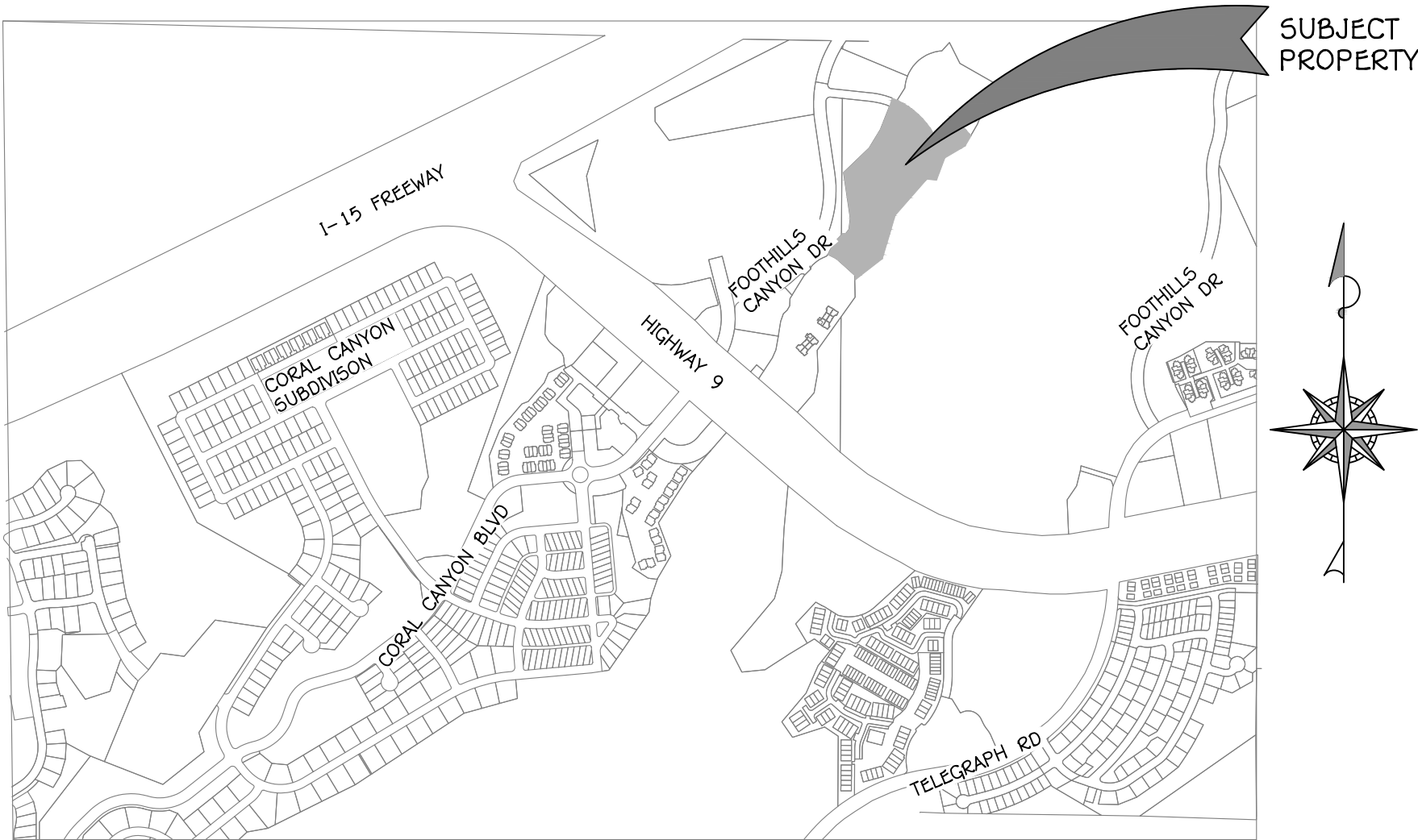
BY: _____
ITS: _____

MORTGAGEE ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF **MOUNTAIN WEST REIT, LLC**, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF **MOUNTAIN WEST REIT, LLC**, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FULL NAME: _____ A NOTARY PUBLIC COMMISSIONED IN _____
COMMISSION NUMBER: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)



VICINITY MAP (N.T.S.)

GENERAL NOTES AND RESTRICTIONS:

- THIS SUBDIVISION CONTAINS PRIVATE STREETS AS LABELED. PRIVATE STREETS ARE NOT OWNED, MAINTAINED OR REPAIRED BY THE HURRICANE CITY. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL PRIVATE STREETS WITHIN THIS SUBDIVISION.
- ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED OR REPAIRED BY THE HURRICANE CITY. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION UNLESS OTHERWISE APPROVED.
- ALL POWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE HURRICANE CITY UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITH THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE HURRICANE CITY. FIRE LINES & SEWER LATERALS TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- THE ASSOCIATION SHALL BE RESPONSIBLE OF REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DESCRIPTION CAUSED BY THE HURRICANE CITY IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE AND COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE HURRICANE CITY IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING POWER, WATER SEWER, AND DRAINAGE IMPROVEMENTS.
- BY RECORDING THIS SUBDIVISION PLOAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS WITHIN THIS SUBDIVISION FOR INSTALLATION ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER AND POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS.

NOTES:

- A GEOTECHNICAL INVESTIGATION WAS PREPARED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. 150 W. 1600 S. ST. GEORGE, UTAH 84770. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLAT WORK, ARE COMPLIED IN A REPORT DATED OCTOBER 28, 2005. THE REPORT IS AVAILABLE FROM THE DEVELOPER, OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
- TO THE EXTENT THAT HURRICANE CITY, IN CONNECTION WITH REPAIR, REPLACEMENT OR MAINTENANCE OF PUBLIC UTILITIES, PROVIDES MAINTENANCE OR REPAIRS TO (A) COMMON AREA, OR (B) PUBLIC UTILITY EASEMENTS LOCATED WITHIN PUBLIC UTILITY EASEMENTS, WHICH MAINTENANCE OR REPAIRS REPRESENT AN UNSATISFIED OBLIGATION OF CORAL SPRINGS CONDOS HOME OWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS, HURRICANE CITY IS HEREBY GRANTED AUTHORITY TO REQUIRE THAT THE CORAL SPRINGS CONDOS HOME OWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS, ASSESS ITS MEMBERS FOR THE PURPOSE OF REIMBURSING HURRICANE CITY FOR THE REASONABLE EXPENSE OF ANY SUCH MAINTENANCE OR REPAIRS.
- ALL COMMON, LIMITED COMMON, OPEN SPACE AND PRIVATE DRIVE AREAS SHOWN ON THIS PLAT ARE SUBJECT TO A PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT FOR INSTALLATION AND MAINTENANCE OF IMPROVEMENTS AND SUCH EASEMENT SHALL BE SUBJECT TO THE RIGHT OF THE HURRICANE CITY TO REQUIRE THE CORAL SPRINGS CONDOS HOMEOWNER'S ASSOCIATION TO ASSES ITS MEMBER TO REPAIR STREETS, LANDSCAPING, ETC., WHERE NEEDED TO REPAIR OR REPLACE THE PUBLIC UTILITIES. (SEE DECLARATION)
- DIMENSIONS SHOWN TAKE PRECEDENCE OVER SCALE.
- ALL BEARINGS ARE DERIVED FROM THE BASIS OF BEARING SHOWN HEREON.
- ALL DISTANCE LISTED ARE GROUND DISTANCES AND ARE TRUE REPRESENTATION OF MONUMENTS AND IMPROVEMENTS PLACED OR TO BE PLACED ON THE GROUND. (UNLESS OTHERWISE NOTED)

AMENDMENT NOTE:

ALL AREAS ON THIS PLAT, EXCLUDING BUILDINGS D AND H, HAVE BEEN MODIFIED INTO NEW BUILDINGS, ROADS, COMMON AREAS, AND CONVERTIBLE AREAS. THE BOUNDARY HAS BEEN EXTENDED IN A NORTHEASTERLY DIRECTION TO ENCOMPASS THE NEW FOOTPRINT OF BUILDING I, BUILDINGS E, F, G, AND J AS SHOWN ON THE ORIGINAL PLAT, WERE NEVER BUILT, AND THEIR IMPROVEMENTS NEVER FULLY FINISHED. TO SEE THE INFORMATION OF THE OWNERSHIP OF BUILDINGS D AND H, PLEASE REFER TO THE ORIGINAL PLAT OF CORAL SPRINGS CONDOMINIUMS PHASE 2.

SURVEYOR'S CERTIFICATE

I, ADAM S. ALLEN, A PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5633341, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYOR'S LICENSING ACT, HAVE SUPERVISED OR PERFORMED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS CONDOMINIUM PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENTLY READY TO RETRACE OR RE-ESTABLISH THIS SURVEY. I FURTHER CERTIFY THAT THIS SURVEY AND CONDOMINIUM PLAT COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13 (1) CONDOMINIUM OWNERSHIP ACT, AND HAVE SUBDIVIDED THIS TRACT OF LAND INTO COMMON AREAS, LIMITED COMMON AREAS, CONVERTIBLE AREA, PUBLIC UTILITY EASEMENTS, PUBLIC STREETS, PRIVATE STREETS, AND CONDOMINIUM UNITS, HEREAFTER KNOWN AS:

CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED AND EXTENDED

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND WILL BE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

LEGAL DESCRIPTION

BEGINNING AT THE MOST NORTHERLY AND WESTERLY CORNER OF CORAL SPRINGS CONDOMINIUMS PHASE 1, AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT THAT LIES NORTH 00°22'33" EAST 1,277.25 FEET ALONG THE SECTION LINE AND WEST 87.64 FEET; FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 26°39'13" EAST 81.93 FEET; THENCE NORTH 44°01'48" EAST 83.44 FEET; THENCE NORTH 82°13'28" EAST 22.53 FEET; THENCE NORTH 35°21'12" EAST 32.16 FEET; THENCE NORTH 06°51'27" EAST 71.80 FEET; THENCE NORTH 08°17'25" WEST 63.99 FEET; THENCE NORTH 08°21'13" WEST 234.60 FEET; THENCE NORTH 46°07'26" EAST 228.53 FEET; THENCE NORTH 31°14'23" EAST 139.61 FEET; THENCE NORTH 21°40'20" EAST 144.72 FEET; THENCE NORTH 17°14'24" EAST 73.02 FEET; THENCE SOUTHEASTERLY ALONG A 527.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 21°03'44" WEST) THROUGH A CENTRAL ANGLE OF 39°07'25", A DISTANCE OF 360.20 FEET; THENCE NORTH 48°55'46" EAST 166.16 FEET; THENCE SOUTH 41°09'53" EAST 171.54 FEET; THENCE SOUTH 29°52'56" WEST 68.87 FEET; THENCE SOUTH 59°29'19" WEST 152.44 FEET; THENCE SOUTH 20°29'44" WEST 153.47 FEET; THENCE NORTH 84°14'12" WEST 63.51 FEET; THENCE SOUTH 41°04'16" WEST 310.01 FEET; THENCE SOUTH 16°32'00" WEST 292.85 FEET; THENCE SOUTH 52°08'16" WEST 223.04 FEET TO THE NORTHERLY LINE OF SAID CORAL SPRINGS CONDOMINIUMS PHASE 1; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 01°06'52" WEST 30.14 FEET 2) NORTH 47°54'24" WEST 160.22 FEET AND 3) NORTH 63°20'10" WEST 60.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 436,140 SQUARE FEET OR 10.01 ACRES.



DATE: _____

ADAM ALLEN, PLS #5633341

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED OWNERS' OF ALL THE HEREON DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO COMMON AREAS, LIMITED COMMON AREAS CONVERTIBLE AREA, PUBLIC UTILITY EASEMENTS, PUBLIC STREETS, PRIVATE STREETS, AND CONDOMINIUM UNITS, HEREAFTER KNOWN AS:

CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED AND EXTENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CORAL SPRINGS CONDOMINIUM OWNERS ASSOCIATION FOR THE COMMON USE OF THE PROPERTY OWNERS, ALL COMMON AREA, LIMITED COMMON AREA, PUBLIC STREETS, CONVERTIBLE AREA AND PRIVATE STREETS. IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID AREAS AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CORAL SPRINGS, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 7TH DAY OF NOVEMBER, 2006 AS DOCUMENT NO. 20060051813, AND ANY AMENDMENTS OF SAID DECLARATION SET FORTH BY THE CORAL SPRINGS CONDOMINIUM OWNERS ASSOCIATION AND RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, WHICH ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT, AND DO HEREBY DEDICATE AND CONVEY TO HURRICANE CITY, PUBLIC UTILITY EASEMENTS OVER, ON UNDER AND ACROSS ALL PORTIONS SHOWN OR REFERENCED ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, PUBLIC STREETS, COMMON AREAS, LIMITED COMMON AREAS AND PRIVATE STREETS FOR THE INSTALLATION AND MAINTENANCE OF MUNICIPAL UTILITIES. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO HURRICANE CITY AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 20____.

CW THE TERRA, LLC

(A UTAH LIMITED LIABILITY COMPANY)

BY: _____
ITS: _____

CORAL SPRINGS CONDOMINIUM OWNERS ASSOCIATION

(A UTAH CORPORATION)

BY: _____
ITS: _____

FINAL PLAT OF:

CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED & EXTENDED

SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH

SHEET 1 OF 4

 1043 EAST 3740 SOUTH, WASHINGTON, UT 84780	ASHCREEK SPECIAL SERVICE DISTRICT APPROVAL:	ENGINEER'S APPROVAL:	APPROVAL AS TO FORM:	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL:	RECORDED NO.
	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. THIS _____ DAY OF _____, A.D. 20____.	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. 20____.	APPROVED AS TO FORM, THIS _____ DAY OF _____, 20____.	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. 20____.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS THE _____ DAY OF _____, A.D. 20____, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES, DUE AND PENDING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.	
JOB # 22-037-CS FP PH2 FILE: CORALSPRINGS.DWG	DATE: 01/05/2023 SCALE: 1"=20'	SUPERINTENDENT, A.C.S.S.D.	CITY ENGINEER HURRICANE CITY, UTAH	CITY ATTORNEY HURRICANE CITY, UTAH	ATTEST: CITY RECORDER HURRICANE CITY, UTAH NANETTE BILLINGS, MAYOR HURRICANE CITY, UTAH	WASHINGTON COUNTY TREASURER WASHINGTON COUNTY RECORDER

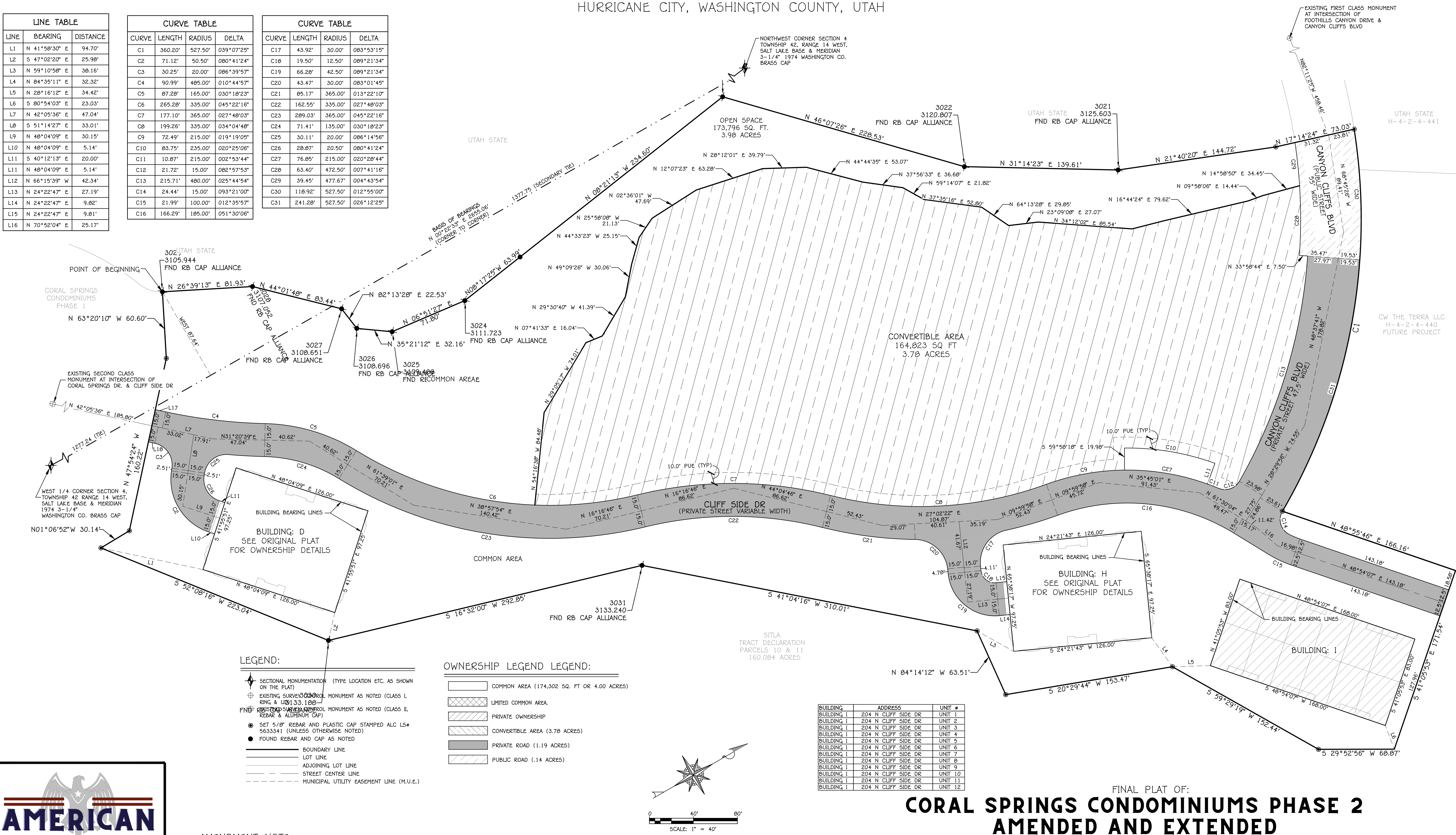
CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED AND EXTENDED

SECTIONS 4 & 5, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 41°58'30" E	94.70'
L2	S 47°02'20" E	25.98'
L3	N 59°10'58" E	38.16'
L4	N 84°35'11" E	32.32'
L5	N 28°16'12" E	34.42'
L6	S 80°54'03" E	23.03'
L7	N 42°05'36" E	47.04'
L8	S 51°14'27" E	33.01'
L9	N 48°04'09" E	30.15'
L10	N 48°04'09" E	5.14'
L11	S 40°12'13" E	20.00'
L12	N 48°04'09" E	5.14'
L13	N 66°15'39" W	42.34'
L14	N 24°22'47" E	27.19'
L15	N 24°22'47" E	9.82'
L16	N 70°52'04" E	25.17'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	360.20'	527.50'	039°07'29"
C2	71.12'	50.50'	080°41'24"
C3	30.25'	20.00'	086°39'57"
C4	90.99'	485.00'	010°44'57"
C5	87.28'	165.00'	030°18'23"
C6	265.28'	335.00'	045°22'16"
C7	177.10'	365.00'	027°48'03"
C8	199.26'	335.00'	034°04'48"
C9	72.49'	215.00'	019°19'05"
C10	83.75'	235.00'	020°25'06"
C11	10.87'	215.00'	002°53'44"
C12	21.72'	15.00'	082°57'53"
C13	215.71'	480.00'	025°44'54"
C14	24.44'	15.00'	093°21'00"
C15	21.99'	100.00'	012°35'57"
C16	166.29'	185.00'	051°30'06"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C17	43.92'	30.00'	083°53'15"
C18	19.50'	12.50'	089°21'34"
C19	66.28'	42.50'	089°21'34"
C20	43.47'	30.00'	083°01'45"
C21	85.17'	365.00'	013°22'10"
C22	162.55'	335.00'	027°48'03"
C23	289.03'	365.00'	045°22'16"
C24	71.41'	135.00'	030°18'23"
C25	30.11'	20.00'	086°14'56"
C26	28.87'	20.50'	080°41'24"
C27	76.85'	215.00'	020°28'44"
C28	63.40'	472.50'	007°41'16"
C29	39.45'	477.67'	004°43'54"
C30	118.92'	527.50'	012°55'00"
C31	241.28'	527.50'	026°12'25"



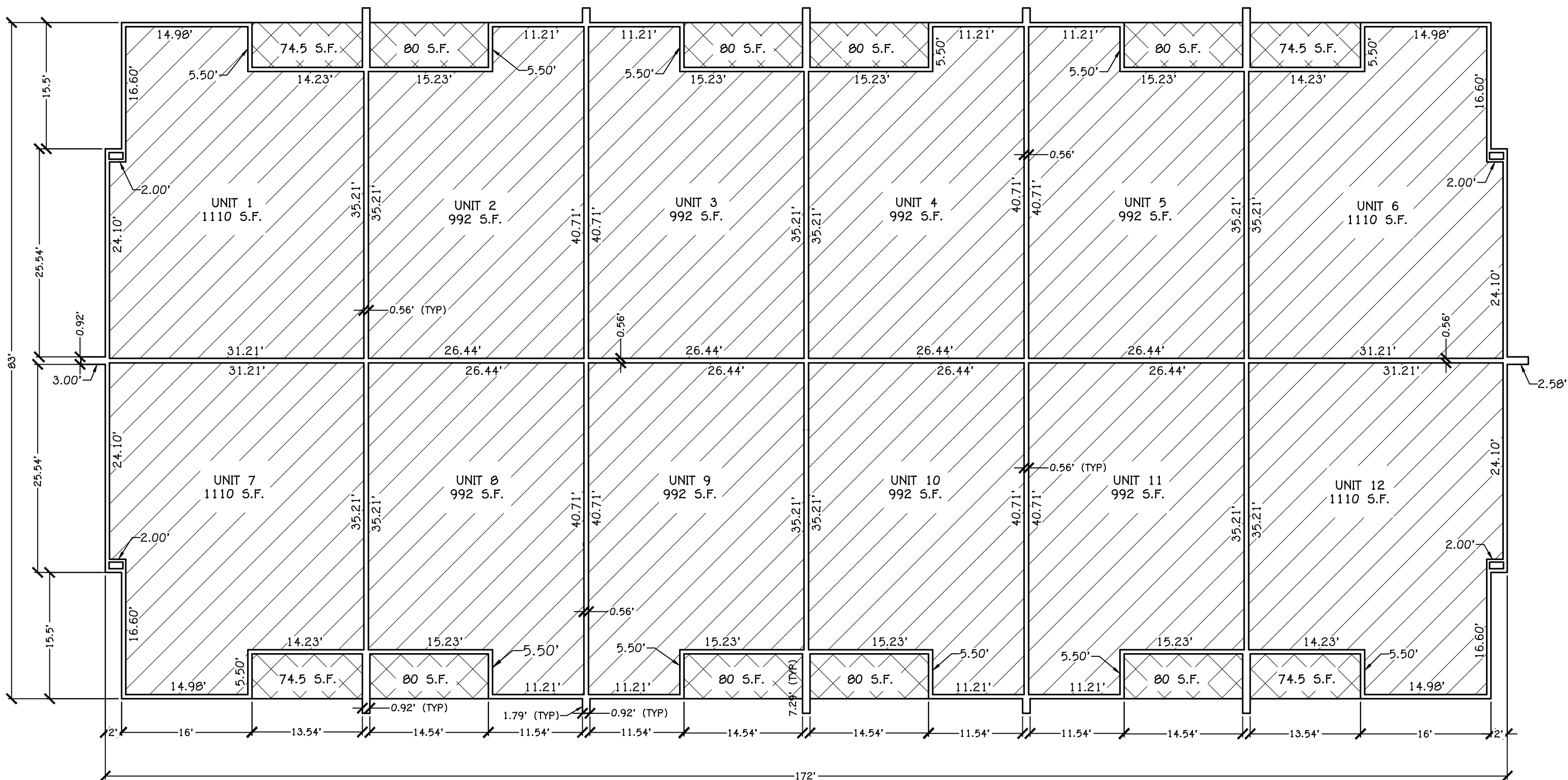
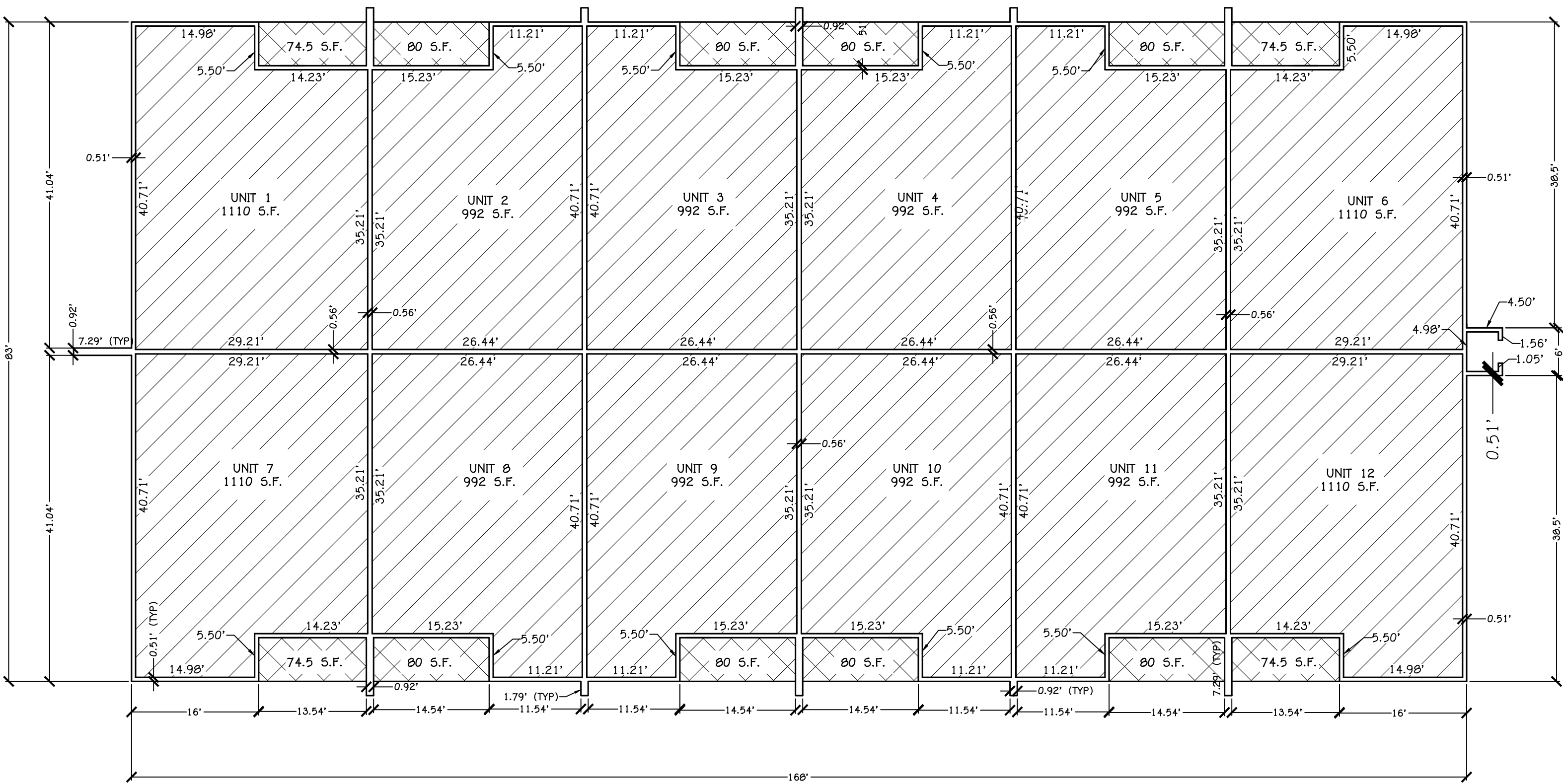
1043 EAST 3740 SOUTH, WASHINGTON, UT 84780

JOB #22-037 CORAL SPRINGS DATE: 01/05/2023

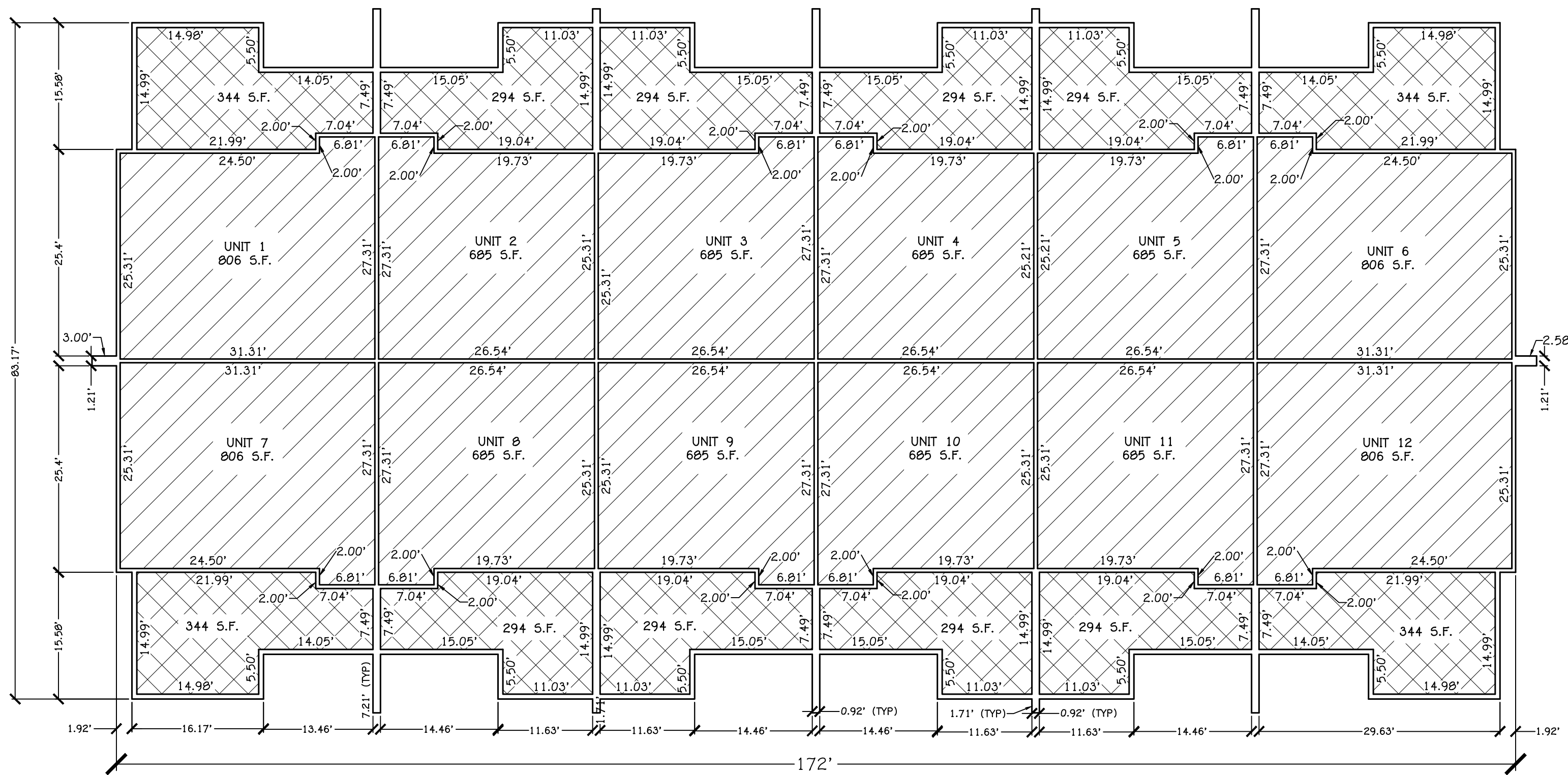
FILE: PH 2.DWG SCALE: 1"=40'

CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED AND EXTENDED

SECTIONS 4 & 5, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH



BUILDING	ADDRESS	UNIT #
BUILDING I	204 N CLIFF SIDE DR	UNIT 1
BUILDING I	204 N CLIFF SIDE DR	UNIT 2
BUILDING I	204 N CLIFF SIDE DR	UNIT 3
BUILDING I	204 N CLIFF SIDE DR	UNIT 4
BUILDING I	204 N CLIFF SIDE DR	UNIT 5
BUILDING I	204 N CLIFF SIDE DR	UNIT 6
BUILDING I	204 N CLIFF SIDE DR	UNIT 7
BUILDING I	204 N CLIFF SIDE DR	UNIT 8
BUILDING I	204 N CLIFF SIDE DR	UNIT 9
BUILDING I	204 N CLIFF SIDE DR	UNIT 10
BUILDING I	204 N CLIFF SIDE DR	UNIT 11
BUILDING I	204 N CLIFF SIDE DR	UNIT 12



- BUILDING OWNERSHIP LEGEND:
- PRIVATE OWNERSHIP
 - LIMITED COMMON - A PERPETUAL EASEMENT GRANTED TO EACH UNIT OWNER FOR THE SOLE USE OF AREA OF THEIR PATIO
 - COMMON AREA

AMENDMENT NOTE:

ALL AREAS ON THIS PLAT, EXCLUDING BUILDINGS D AND H, HAVE BEEN MODIFIED INTO NEW BUILDINGS, ROADS, COMMON AREAS, AND CONVERTIBLE AREAS. THE BOUNDARY HAS BEEN EXTENDED IN A NORTHEASTERLY DIRECTION TO ENCOMPASS THE NEW FOOTPRINT OF BUILDINGS E, F, G, AND I AS SHOWN ON THE ORIGINAL PLAT. WE NEVER BUILT, AND THEIR IMPROVEMENTS NEVER FULLY FINISHED. TO SEE THE INFORMATION OF THE OWNERSHIP OF BUILDINGS D AND H, PLEASE REFER TO THE ORIGINAL PLAT OF CORAL SPRINGS CONDOMINIUMS PHASE 2.

FINAL PLAT OF:
**CORAL SPRINGS CONDOMINIUMS PHASE 2
AMENDED AND EXTENDED**

SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH



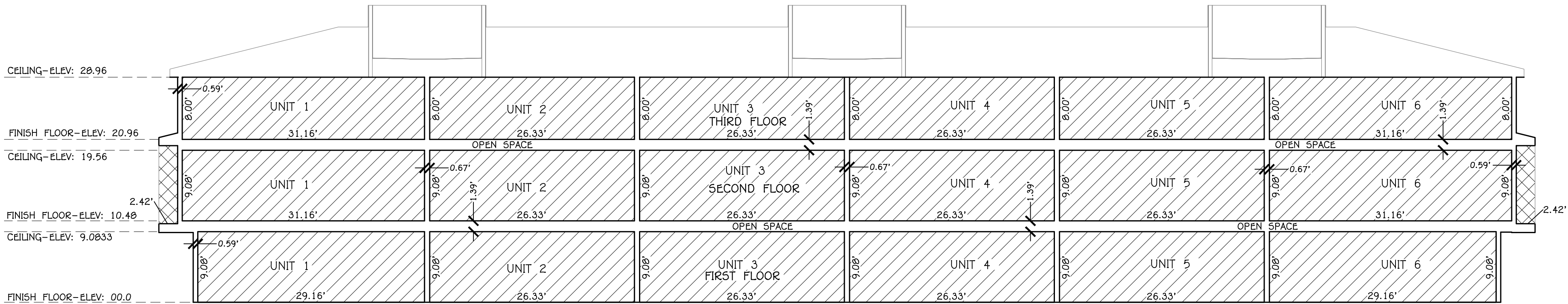
1043 EAST 3740 SOUTH, WASHINGTON, UT 84780

JOB #22-037 CORAL SPRINGS DATE: 01/05/2023

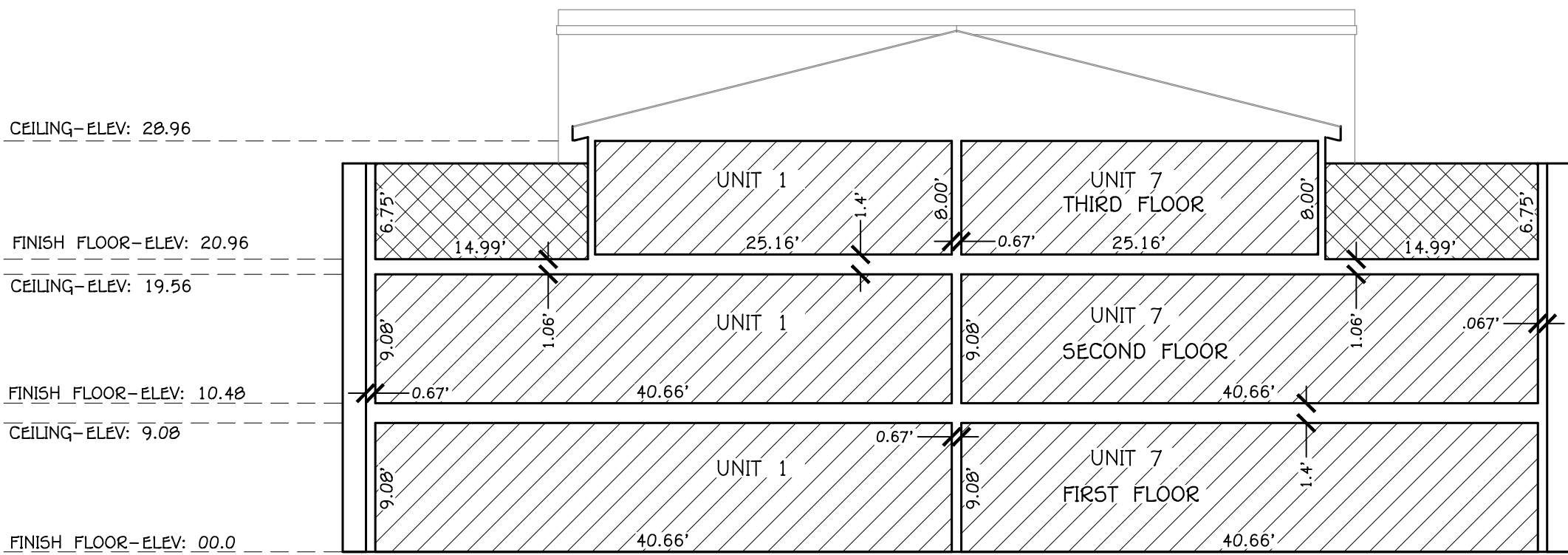
FILE: PH 2.DWG SCALE: N.T.S.

CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED AND EXTENDED

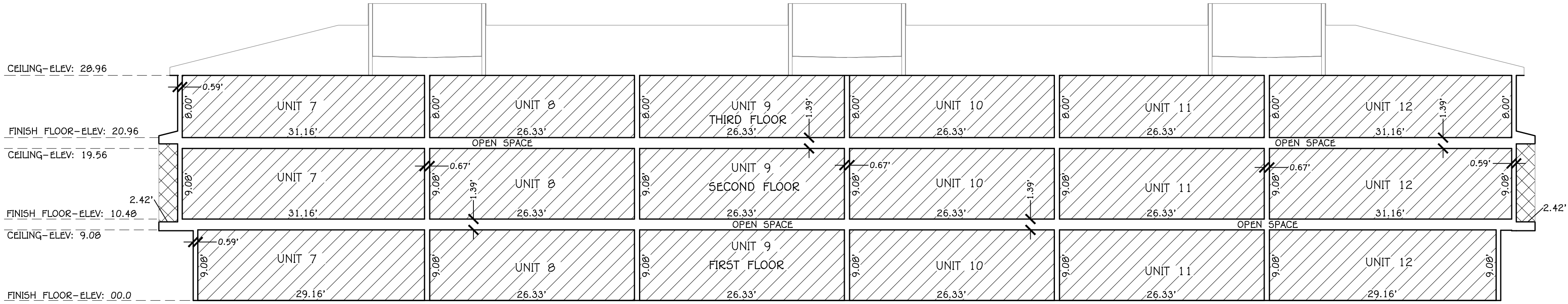
SECTIONS 4 & 5, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH



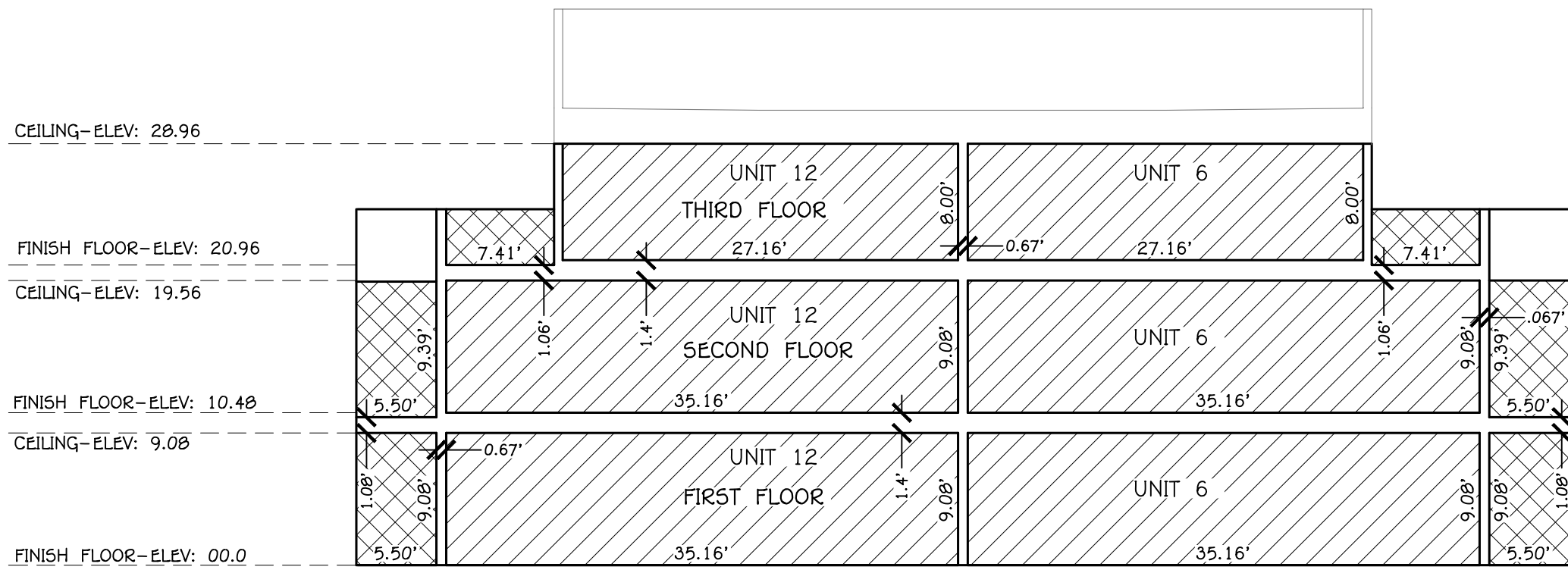
FRONT ELEVATION BLD: I
N.T.S.



END ELEVATION BLD: I
N.T.S.



BACK ELEVATION BLD: I
N.T.S.



INTERIOR ELEVATION BLD: I
N.T.S.

BUILDING OWNERSHIP LEGEND:

- PRIVATE OWNERSHIP
- LIMITED COMMON -- A PERPETUAL EASEMENT GRANTED TO EACH UNIT OWNER FOR THE SOLE USE OF AREA OF THEIR PATIO
- COMMON AREA

FINAL PLAT OF: CORAL SPRINGS CONDOMINIUMS PHASE 2 AMENDED AND EXTENDED

SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAH

SHEET 4 OF 4



1043 EAST 3740 SOUTH, WASHINGTON, UT 84780

JOB #22-037 CORAL SPRINGS DATE: 01/05/2023

FILE: PH 2.DWG SCALE: N.T.S.

AMENDMENT NOTE:

ALL AREAS ON THIS PLAT, EXCLUDING BUILDINGS D AND H, HAVE BEEN MODIFIED INTO NEW BUILDINGS, ROADS, COMMON AREAS, AND CONVERTIBLE AREAS. THE BOUNDARY HAS BEEN EXTENDED IN A NORTHEASTERLY DIRECTION TO ENCOMPASS THE NEW FOOTPRINT OF BUILDING I. BUILDINGS E, F, G, AND I AS SHOWN ON THE ORIGINAL PLAT, WERE NEVER BUILT, AND THEIR IMPROVEMENTS NEVER FULLY FINISHED. TO SEE THE INFORMATION OF THE OWNERSHIP OF BUILDINGS D AND H, PLEASE REFER TO THE ORIGINAL PLAT OF CORAL SPRINGS CONDOMINIUMS PHASE 2.

HURRICANE CITY VICINITY MAP

FINAL PLAT
CORAL SPRINGS CONDOMINIUMS
PHASE 2LOCATED IN
SECTION 4 & 5 TOWNSHIP 42 SOUTH, RANGE 14 WEST
of the SALT LAKE BASE and MERIDIAN
HURRICANE CITY, WASHINGTON COUNTY, UTAHCORAL CANYON
VICINITY MAP

GENERAL NOTES AND RESTRICTIONS:

- This subdivision contains private streets as labeled. Private streets are not owned, maintained, or repaired by the City of Hurricane. The Association shall be responsible for the maintenance and repair of all private streets within this subdivision.
- All Drainage improvements within this subdivision are private and are not owned, maintained or repaired by the City of Hurricane. The Association shall be responsible for the maintenance and repair of all Drainage improvements within this Subdivision unless otherwise approved and accepted by the City of Hurricane as public.
- All Power and water improvements are public and maintained by the City of Hurricane up to and including the Meters. All Fire Hydrants and their appurtenances with this subdivision are public and are maintained by the City of Hurricane. Fire lines & Sewer Laterals to Buildings are private and shall be maintained by the Association.
- The Association shall be responsible for repairing, restoring, or replacing private streets, landscaping, or other private improvements contained within this subdivision resulting from damage or destruction caused by the City of Hurricane in installing, maintaining, repairing, or replacing public power, water sewer, and drainage improvements.
- In addition to annual, usual, and special assessments for maintenance and common non-public improvements contained within this subdivision shall levy such assessments as may be necessary from time to time to repair, restore, or replace private streets, landscaping, or other private improvements contained within this subdivision resulting from damage or destruction caused by the City of Hurricane in installing, maintaining, repairing, or replacing power, water, sewer, and drainage improvements.
- By recording this subdivision plat, easements are hereby granted within all common and limited common areas within this subdivision for installation access, maintenance, and repair of all utilities including natural gas, cable tv, telephone, water and Power, and for sewer and drainage improvements.

NOTES

- A geotechnical investigation was prepared by Applied Geotechnical Engineering Consultants, Inc. 158 W. 1600 S., St. George, Utah 84770. The investigation results and specific recommendations for the construction of foundations, floor slabs, and exterior flat work, are compiled in a report dated October 28, 2005. The report is available from the Developer. Owners, Builders, and Contractors should become familiar with this report and comply with its recommendations.
- To the extent that Hurricane City, in connection with repair, replacement or maintenance of public utilities, provides maintenance or repairs to (a) common area, or (b) private improvements located within public utility easements, which maintenance or repairs represent an unsatisfied obligation of Coral Springs Condos Home Owners Association, its successors or assigns, Hurricane City is hereby granted authority to require that the Coral Springs Condos Home Owners Association, its successors or assigns, assess its members for the purpose of reimbursing Hurricane City for the reasonable expense of any such maintenance or repairs.
- All Common, Limited Common, and Private Drive areas shown on this plat are subject to a public utilities, drainage, and irrigation easement for installation and maintenance of improvements and such easement shall be subject to the right of the City of Hurricane to require the Coral Springs Condos Homeowner's Association to assess its member to repair streets, landscaping, etc., where needed to repair or replace the public utilities. (See Declaration)
- The Basis of bearing is the Center Section Line of Section 5, Township 42 South, Range 14 West of the Salt Lake Base and Meridian, from the West 1/4 corner a 1975 3-1/4" Washington County brass cap to the East 1/4 Corner a 1974 3-1/4" Washington County brass cap. The bearing is North 88°50'19" West and measures 5396.37 feet.
- The Benchmark for this project is the West 1/4 Corner of SEC. 4, T42S, R14W. The elevation is 3185.80 ft.

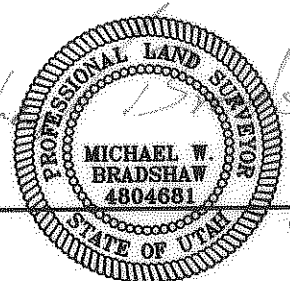
SURVEYOR'S CERTIFICATE

I, Michael W. Bradshaw, do hereby certify that I am a Registered Land Surveyor as prescribed by the laws of the State of Utah and that I hold certificate of registration (license) number 4804681. I further certify that by authority of the hereon Owners, I have made a survey of the tract of land shown on this plat and have subdivided the same tract in private streets, private area, common area, limited common area and public easements in compliance with the provisions of 57-8-13(1) of the Condo Act, to be hereafter known as:

CORAL SPRINGS CONDOMINIUMS PHASE 2

And that the same has been correctly surveyed and points established on the ground in accordance with the hereon legal description.

Date: 8/13/07



Certificate No. 4804681

ASH CREEK SPECIAL SERVICE DISTRICT

I, the Ash Creek Special Service District, do hereby certify that this office has examined this subdivision plat and have determined that it is correct and in accordance with information on file in this office.

Darwin Hall
Special Service District
Hurricane City, Utah

Date: May 21, 2007

CITY ENGINEERS CERTIFICATE:

I, the Hurricane City Engineer, do hereby certify that this office has examined this subdivision plat and have determined that it is correct and in accordance with information on file in this office.

Wayne Thomas
City Engineer
Hurricane City, Utah

Date: 16 Aug 2007

APPROVAL of the PLANNING COMMISSION:

On this the 20th day of August, A.D. 2007 the Planning Commission of Hurricane City, having reviewed the above

CORAL SPRINGS CONDOMINIUMS PHASE 2

Plat and having found that it complies with the requirements of Hurricane City's planning ordinances, and by the authorization of said commission hereby approve said Subdivision for acceptance by Hurricane City, Utah.

Thomas Hirschi
Planning Commission, Chairperson
Hurricane City, Utah

APPROVAL AND ACCEPTANCE by HURRICANE CITY, UTAH

We, the Mayor and the City Council of Hurricane City, Utah have reviewed the above
CORAL SPRINGS CONDOMINIUMS PHASE 2
Final Plat and by authorization of said City Council recorded in the minutes of its meeting of the 20th day of Sept, 2007, hereby accept the said Subdivision with all commitments and all obligations pertaining thereto.

Michelle Thone
Attest: City Recorder
Hurricane City, Utah

Thomas Hirschi
Thomas Hirschi/Mayor
Hurricane City, Utah

APPROVAL as to FORM

APPROVED AS TO FORM,
THIS 19th DAY OF
January A.D. 2008.

Tom E. Hall
HURRICANE CITY ATTORNEY
HURRICANE CITY, UTAH

RECORDED INFO

STATE OF UTAH,
COUNTY OF WASHINGTON

RECORDED AS:

DOC # 20080002379

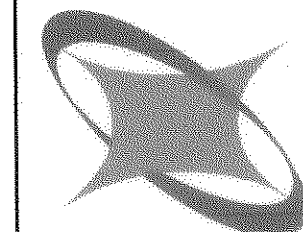
Map (Conveying Property)
Russell J. Smith, Washington County Recorder
11/18/2008 05:00:18 PM Fee \$ 160.00
By EXECUTIVE TITLE

Russell J. Smith
WASHINGTON COUNTY RECORDER

SHEET
1
OF 4 SHEETS

ALLIANCE CONSULTING
A Planning and Engineering Firm

2303 N. Coral Canyon Blvd. Suite 201 Washington, Utah 84780-0877 Tel (435) 673-8060 Fax (435) 673-8065



NOTARY PUBLIC
DEBORA L. COX
147 N. 870 W.
Hurricane, UT 84737
MY COMMISSION EXPIRES 04/01/2009
STATE OF UTAH

FINAL PLAT FOR CORAL SPRINGS CONDOMINIUMS PHASE 2
LOCATED IN SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, S.L.B. & M.
CITY OF HURRICANE, WASHINGTON CO., UTAHSHEET
1
OF 4 SHEETS

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.79	S42°05'36"W
L2	14.55	N42°05'36"E
L3	14.55	S38°45'33"W
L4	36.83	N51°14'27"W
L5	30.15	S51°14'27"E
L6	30.15	S48°04'09"W
L7	32.40	N38°45'33"E
L8	32.40	S31°20'38"W
L9	40.62	N31°20'38"E
L10	40.62	S61°39'00"W
L11	12.46	N44°04'46"E
L12	12.46	S40°00'02"W
L13	12.29	N49°59'58"W
L14	6.29	N24°22'47"E
L15	27.19	S66°15'36"E
L16	27.19	S24°22'47"W
L17	16.75	N51°55'44"E
L18	16.75	S61°30'04"W
L19	1.73	N48°04'09"E
L20	21.71	S41°23'04"E
L21	21.71	S62°02'09"W
L22	20.79	N49°59'58"W
L23	20.79	S26°30'27"E
L24	35.29	N26°30'27"W
L25	35.29	S12°21'54"W
L26	3.69	N44°52'59"E
L27	16.76	N71°59'21"E
L28	11.26	S80°52'35"W
L29	12.05	S71°59'21"W
L30	12.05	N44°52'59"E
L31	10.00	N39°51'51"E
L32	27.46	N31°09'01"E
L33	6.50	S58°51'02"E
L34	12.80	N22°53'56"W
L35	12.80	S18°00'39"E
L36	23.31	N18°00'39"W
L37	23.31	N09°07'25"W
L38	26.18	N80°52'35"E
L39	26.18	S39°51'51"W
L40	28.18	N09°07'25"E
L41	28.18	S01°36'29"W
L42	13.96	N31°09'01"E
L43	25.00	S58°50'59"E
L44	25.00	S58°50'59"E
L45	42.37	S31°09'01"W
L46	27.57	N17°14'24"E
L47	27.56	N17°14'24"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TAN
C1	29.10	500.00	3°20'03"	14.55
C2	49.99	35.50	80°41'24"	30.15
C3	64.71	500.00	7°24'55"	32.40
C4	24.92	350.00	4°04'44"	12.46
C5	41.00	100.00	23°29'30"	20.79
C6	42.89	27.50	89°21'37"	27.19
C7	33.41	200.00	9°34'21"	16.75
C8	36.76	27.50	76°34'47"	21.71
C9	90.64	160.00	32°27'33"	46.57
C10	67.85	100.00	38°52'21"	35.29
C11	25.59	300.00	4°53'17"	12.80
C12	23.65	50.00	27°06'22"	12.05
C13	46.53	300.00	8°53'14"	23.31
C14	50.11	70.00	41°00'44"	26.18
C15	56.19	300.00	10°43'54"	28.18
C16	41.70	25.00	95°34'46"	27.56
C17	33.50	472.50	4°03'44"	16.76
C18	17.76	137.50	7°24'07"	8.89
C19	20.99	162.50	7°24'07"	10.51
C20	27.52	527.50	2°59'22"	13.76
C21	99.36	527.50	10°47'33"	49.83

LEGAL DESCRIPTION

CORAL SPRINGS CONDOMINIUMS-PHASE 2

Beginning at a point which is North 002°33' East 1277.25 feet along the East Section line and North 900°00' West 87.63 feet from the East Quarter Corner of Section 5, Township 42 South, Range 14 West, Salt Lake Base and Meridian; running thence North 263°13' East 81.93 feet; thence North 440°148' East 83.44 feet; thence North 821°28' East 22.53 feet; thence North 3521°12' East 32.16 feet; thence North 0651°27' East 71.80 feet; thence North 0817°25' West 63.99 feet; thence North 0821°13' West 234.60 feet; thence North 4607°26' East 228.53 feet; thence North 3114°23' East 139.61 feet; thence North 2140°20' East 144.72 feet; thence North 1714°24' East 73.02 feet to the point of curvature of a 527.50 foot radius curve concave to the right, the radius point of which bears South 2103°44' West; thence Southeasterly 360.20 feet along the arc of said curve through a central angle of 3907°25' to the point of non-tangency; thence North 6130°04' East 103.87 feet to the point of curvature of a 275.00 foot radius curve concave to the left; thence Northeasterly 27.88 feet along the arc of said curve through a central angle of 548°34' to the point of non-tangency; thence South 3418°29' East 50.00 feet; thence South 3030°41' East 119.09 feet; thence South 5929°19' West 152.44 feet; thence South 2029°44' West 153.47 feet; thence North 8414°12' West 63.51 feet; thence South 4104°16' West 310.01 feet; thence South 1632°00' West 292.85 feet; thence South 5208°16' West 223.04 feet; thence North 01°06°52' West 30.14 feet; thence North 47°54°24' West 160.22 feet; thence North 63°20°10' West 60.60 feet to the point of beginning.

Containing: 9.77 Acres

LEGEND:

- POINT NOT SET
- SET 5/8" REBAR AND PLASTIC CAP STAMPED RLS 4804681 (UNLESS OTHERWISE NOTED)
- ◆ FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- ▲ SET STANDARD HURRICANE CITY MONUMENT - CLASS I
- ◆ SET STANDARD HURRICANE CITY MONUMENT - CLASS II
- ⊕ IDENTICAL POINTS-ABOVE AND/OR BELOW
- PUBLIC UTILITY EASEMENT (PUE)
- ▨ LIMITED COMMON AREA
- ▨ PRIVATE OWNERSHIP
- ▨ COMMON AREA
- ▨ ASPHALT-COMMON AREA
- ▨ SIDEWALK-COMMON AREA

NORTHWEST CORNER SEC. 4,
T.42S., R.14W., SLB&M 3-1/4" 1974
WASHINGTON CO. BRASS CAP

SURVEY TIES FOR INDIVIDUAL BUILDINGS

DESCRIPTION OF BUILDING TIES FROM THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN ALONG THE EAST SECTION LINE

BUILDING "D"	N00°22'33"E 1255.27 FEET, THENCE N90°00'00"E 84.49 FEET TO THE MOST NORTHWESTERLY CORNER OF BUILDING "D".
DESCRIPTION OF BUILDING TIES FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN ALONG THE EAST SECTION LINE	
BUILDING "E"	S00°22'33"W 871.19 FEET, THENCE N90°00'00"E 304.79 FEET TO THE MOST NORTHERLY CORNER OF BUILDING "E".
BUILDING "F"	S00°22'33"W 704.22 FEET, THENCE N90°00'00"E 263.23 FEET TO THE MOST NORTHERLY CORNER OF BUILDING "F".
BUILDING "G"	S00°22'33"W 604.82 FEET, THENCE N90°00'00"E 351.44 FEET TO THE MOST WESTERLY CORNER OF BUILDING "G".
BUILDING "H"	S00°22'33"W 831.45 FEET, THENCE N90°00'00"E 489.69 FEET TO THE MOST SOUTHWESTERLY CORNER OF BUILDING "H".
BUILDING "I"	S00°22'33"W 652.25 FEET, THENCE N90°00'00"E 597.85 FEET TO THE MOST NORTHWESTERLY CORNER OF BUILDING "I".

EXISTING FIRST
CLASS MONUMENT
AT INTERSECTION
FOOTHILLS CANYON DRIVE
& CANYON CLIFFS BLVD.

CANYON CLIFFS BLVD.
55' PUBLIC ROADWAY

CANYON CLIFFS BLVD.
55' PUBLIC ROADWAY
TO BE DEDICATED HERE WITH
CHAPARRAL DR.
(FUTURE PUBLIC ST.)

PHASE 3

PHASE 2

CENTERLINE MONUMENT TABLE

MONUMENT	LENGTH	BEARING
MON #1 TO #2	224.67'	N41°52'39"E
MON #2 TO #3	603.57'	N37°12'37"E
MON #3 TO #4	96.34'	N32°05'24"E
MON #4 TO #5	227.94'	N25°44'56"E
MON #5 TO #6	52.81'	N40°58'11"W
MON #6 TO #7	182.29'	N08°02'01"W
MON #7 TO #8	46.49'	N13°34'02"W
MON #8 TO #9	246.48'	N15°57'12"E
MON #9 TO #10	546.51'	N78°40'53"W

DATE: 7-11-07

JOB NUMBER: 4151-05

SCALE: 1" = 40'

DRAWN BY: CAC

CHECKED BY: MWB

DATE: 8-1-07

REVISIONS

CITY COMMENTS

FILE NAME: CONDO - FLIP172.dwg

ALLIANCE CONSULTING

A Planning and Engineering Firm

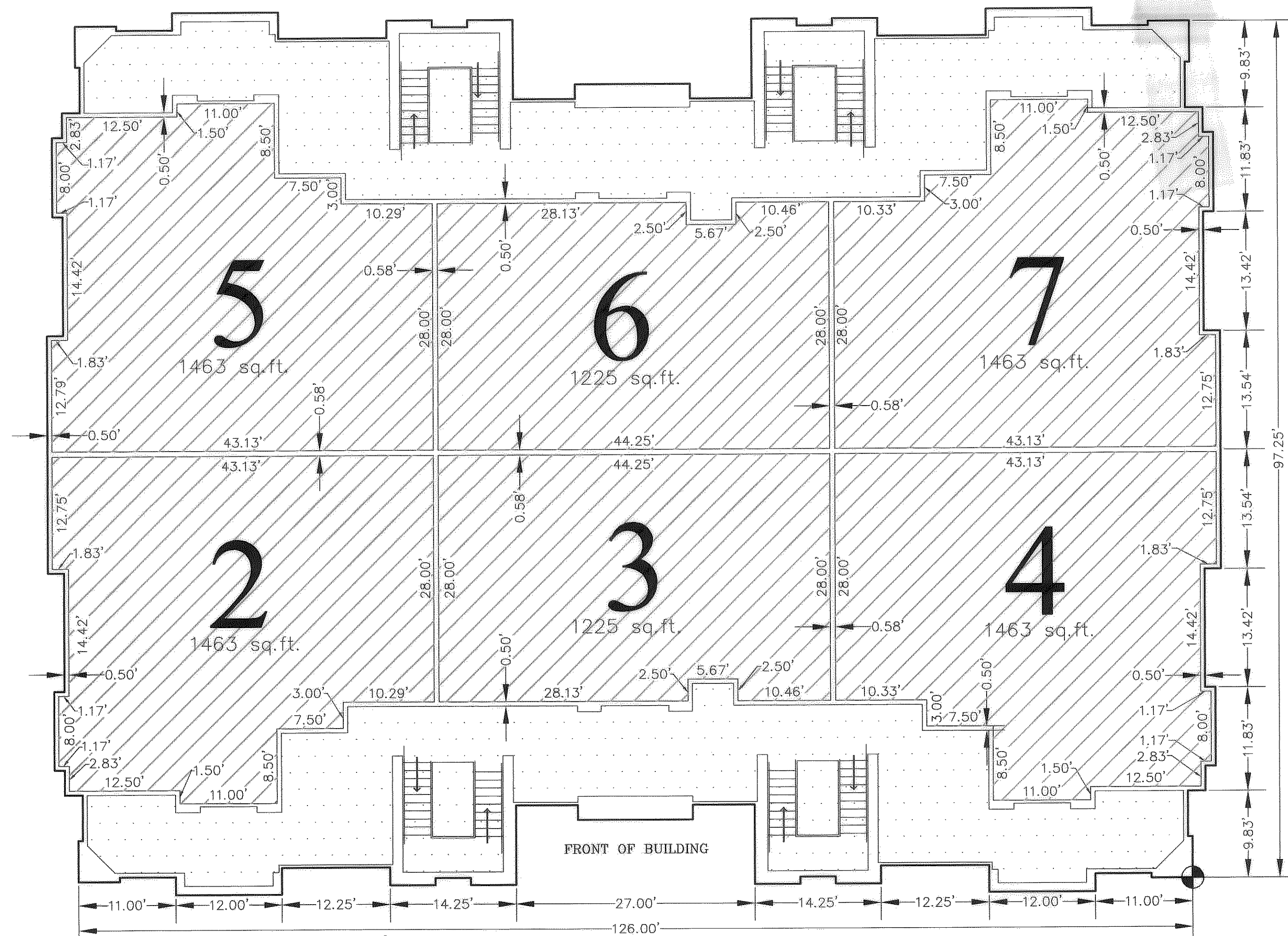
2303 N Coral Canyon Blvd Suite 201 Washington, Utah 84780-0577 Tel (435) 673-8060 Fax (435) 673-8065

FINAL PLAT FOR CORAL SPRINGS CONDOMINIUMS PHASE 2

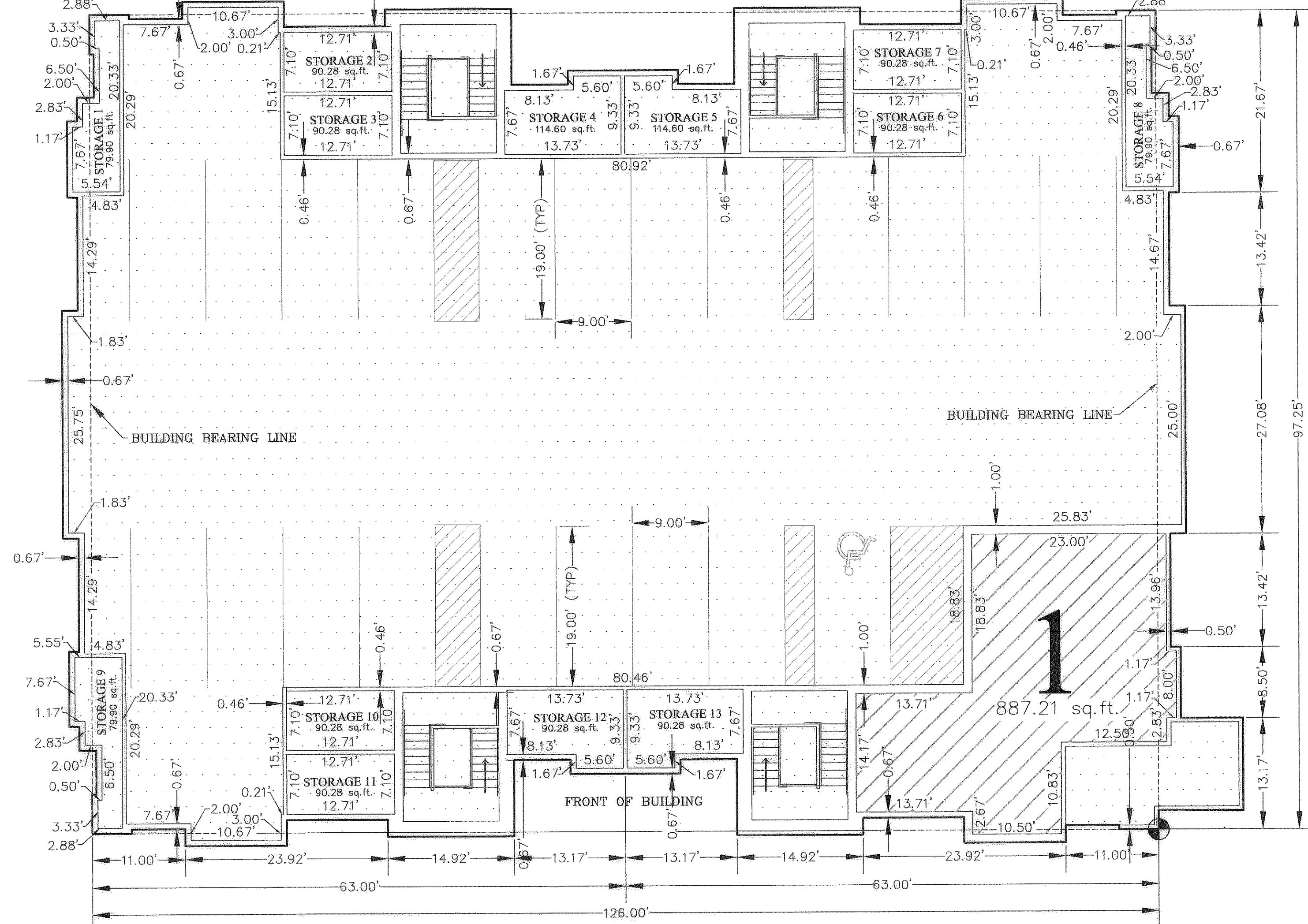
LOCATED IN SEC 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, S.L.B.&M. CITY OF HURRICANE, WASH. CO., UTAH

SHEET 2 OF 4 SHEETS

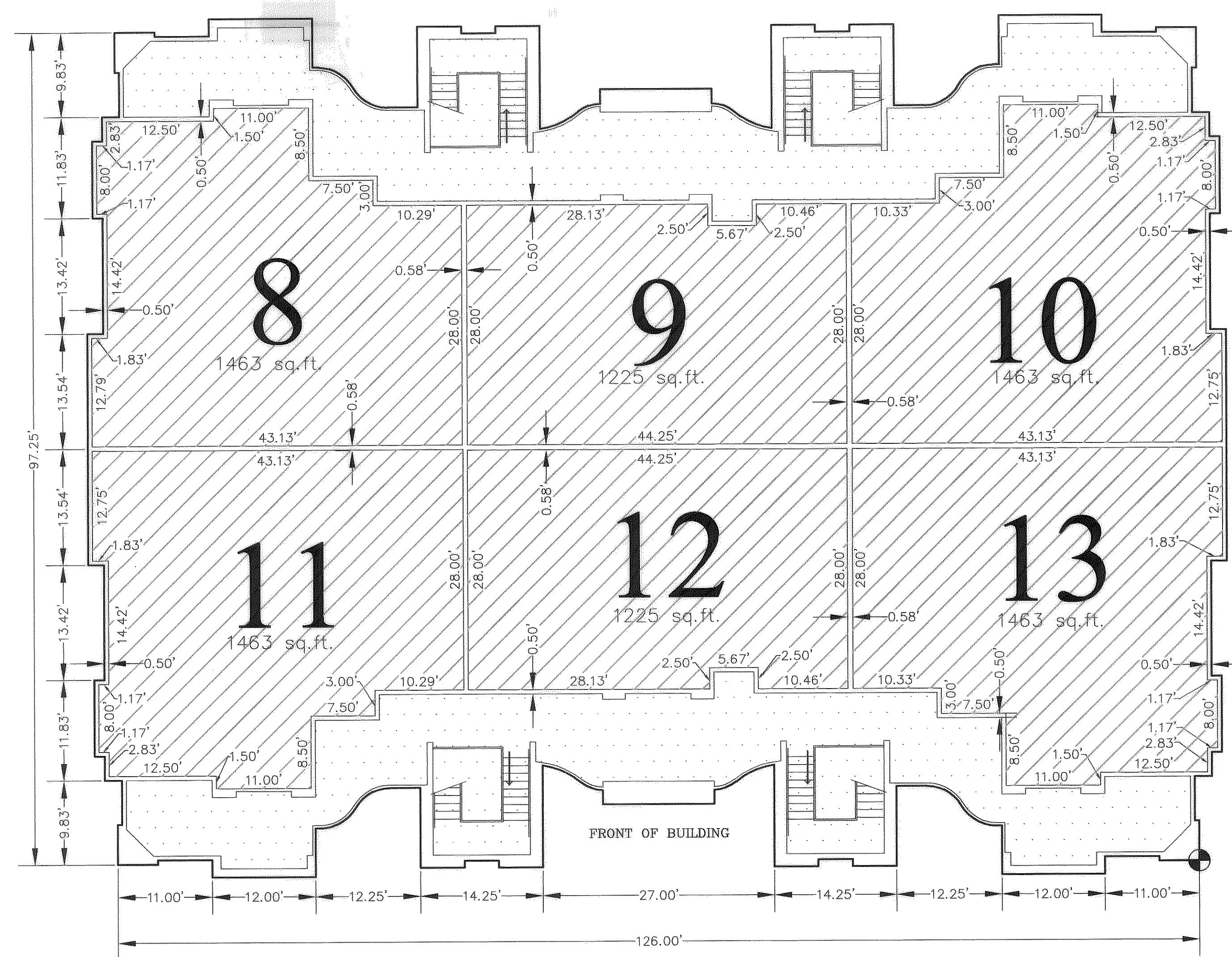
FIRST FLOOR PLAN



GARAGE FLOOR PLAN



SECOND FLOOR PLAN



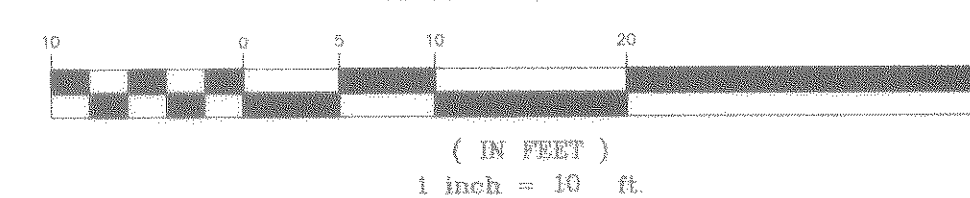
NOTES

- Limited common areas include the underground parking spaces designated for use by Unit Owners in a particular Building or otherwise assigned to particular Units. Limited Common Areas also include, but are not limited to, any shutters, awnings, window boxes, doorsteps, porches, or other apparatus or area intended to serve a particular unit, but located outside the boundaries of the Units.
- Drawing represents buildings "D, G, H, I" Buildings "E & F" are mirror images of the drawing. Front of building is bottom of drawing.

LEGEND:

- POINT NOT SET
- SET 5/8" REBAR AND PLASTIC CAP STAMPED RLS 4604681 (UNLESS OTHERWISE NOTED)
- ◆ FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- ▲ SET STANDARD HURRICANE CITY MONUMENT - CLASS I
- ◆ SET STANDARD HURRICANE CITY MONUMENT - CLASS II
- IDENTICAL POINTS-ABOVE AND/OR BELOW
- ▨ LIMITED COMMON AREA
- ▨ PRIVATE OWNERSHIP
- ▨ COMMON AREA
- ▨ ASPHALT-COMMON AREA
- ▨ SIDEWALK-COMMON AREA

GRAPHIC SCALE

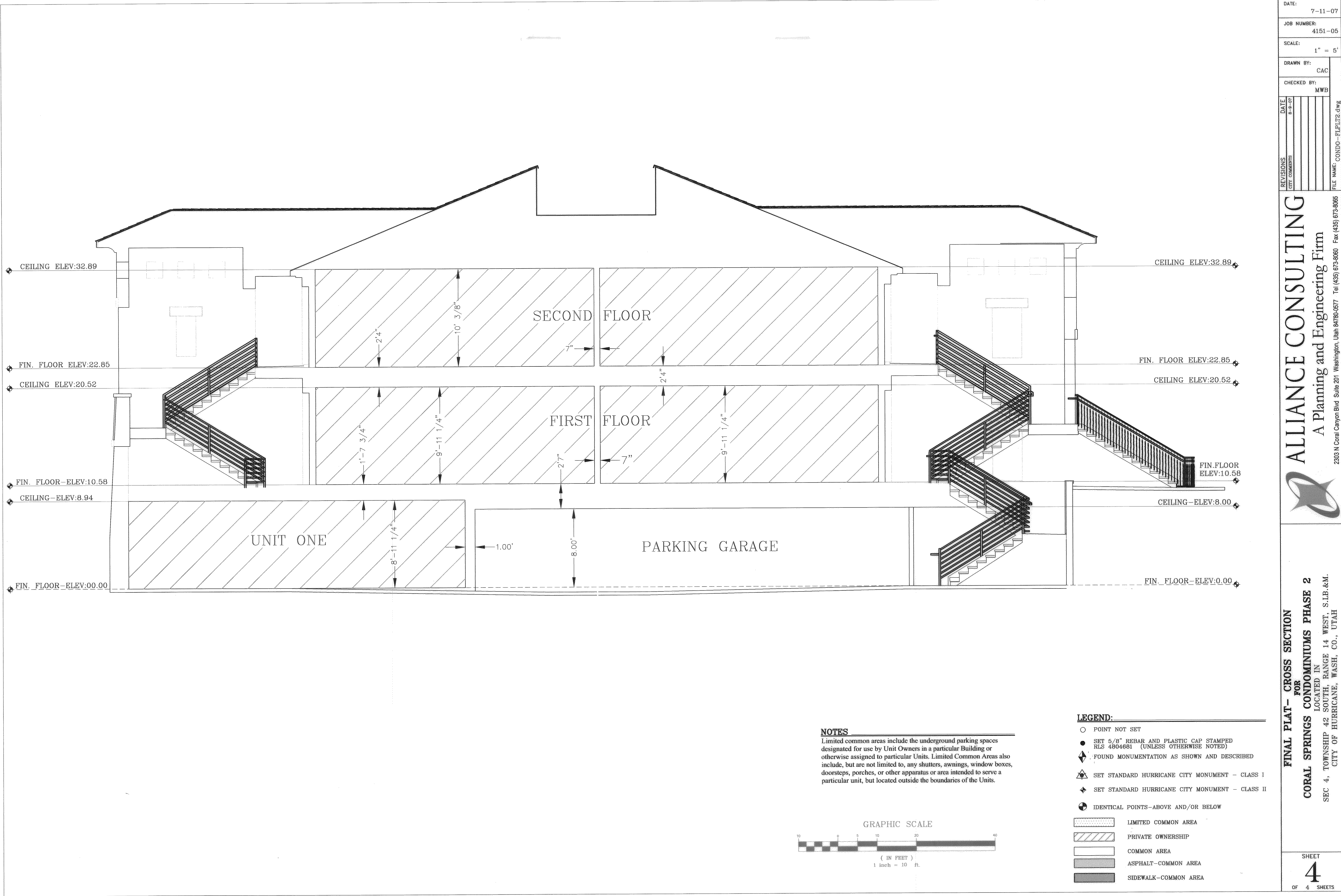


DATE:	7-11-07
JOB NUMBER:	4151-05
SCALE:	1" = 10'
DRAWN BY:	CAC
CHECKED BY:	MWB
DATE:	8-8-07
REVISIONS:	
CITY COMMENTS:	
FILE NAME:	CONDO - FLIP1112.dwg

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 N Coral Canyon Blvd Suite 201 Washington, Utah 84780-5677 Tel (435) 673-8060 Fax (435) 673-8065

FINAL FOR
CORAL SPRINGS CONDOMINIUMS PHASE 2
LOCATED IN
SEC 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, S.1.B.&M.
CITY OF HURRICANE, WASH. CO., UTAH

SHEET
3
OF 4 SHEETS





STAFF COMMENTS

Agenda Date:	01/19/2023
Application Number:	2023-AFP-01
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	SU Commercial Construction, LLC
Agent:	Drake Howell
Request:	Approval of an Amended Final Plat
Location:	204 N Cliff Side Dr
Zoning:	RR PDO
General Plan Map:	Planned Community

Planning Commission Recommendation

The Planning Commission gave a positive recommendation and the proposed amended final plat subject to staff and JUC comments.

Discussion: The applicant has applied to amend the final plat for Coral Springs Phase 2 to realign some roadways, realign one of the undeveloped buildings and preserve as convertible area the rest. This subdivision was approved in 2007 with six condominium buildings but only two of the buildings were ever developed. In order to provide better access to the recently approved Phase 3 of Coral Springs, Canyon Cliffs Blvd will go straight across the property rather than looping around Building "G".

JUC Comments

1. **Public Works:** Public Works okay.
2. **Power:** Developer to fill out a construction application for the power department. Developer to meet with the power department on the concept of a new project to discuss potential problems. Project to go through the JUC process. Design fees will be paid before moving through JUC.
3. **Water:** No comments at this time
4. **Streets:** What does private road "variable" mean? Is it subject to change to a public road?
5. **Sewer:** No comments
6. **Cable:** Okay
7. **Fire:** Site plan okay. Code analysis required before building permit.
8. **Engineering:** Check for inconsistencies in Surveyors Certificate and Owner's dedication. Cliff Side Drive is two words. Consider rephrasing the amendment note and adding language "No changes to buildings D and H were intended." It seems Building D and Building H must be excluded from this plat to avoid getting every owner's signature. The Common Area has been dedicated to the property owner's, their signatures may be

unavoidable. No approved plans for Canyon Cliffs Blvd have been found. Indicate street widths. Show stairways as common areas. Is the space between the drywall common area? It appears the common area hasn't been provided for access to the upper levels.

Staff Comments

1. The plat meets amended final plat standards contained in [Utah Code 10-9a-608](#). Subdivision Amendments, updated in 2020. The following are the key items:
 - a. Depicts only the portion of the subdivision that is proposed to be amended
 - b. Includes a plat name distinguishing the amended plat from the original plat
 - c. The submitted plat describes the differences between the amended plat and the original plat
 - d. Includes references to the original plat
2. The Final Plat needs a full review by the City Engineering Department for surveying details.
3. Building I will be three story condominiums, closer in style to townhomes than typical condos.
4. The plan turns three previously platted but never developed buildings into convertible area where these will eventually be re-platted presumably. Per the developer's agreement with the City the Coral Springs development is limited to 225 total units.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend approving this item subject to staff and JUC comments.



STAFF COMMENTS

Consideration and possible approval of a **preliminary plat for Gateway at Sand Hollow Resort Phase 1-3, a 219 unit resort condominium development**, located south of Sand Hollow Road and west of 3700 W. Western Mortgage and Realty Co-Applicant. Brent Moser Agent.

Discussion:

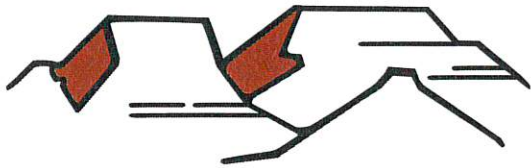
The applicant has submitted a limited preliminary plat that consists of three buildings and 219 resort units. The primary reason for the limitation is concern about RV and off-site parking. The applicant has requested a work meeting with the Planning Commission to resolve these requirements. This will allow the applicant to begin work without having to work out all the intricacies of the overall development. The Planning Commission recommended approval subject to staff and JUC Comments. The main concerns were about RV parking and ensuring that the property owner sign a water acknowledgment letter.

Findings:

Recommendation:

Attachments:

1. Copy of 2022-PP-24 App
2. 2022-PP-24 Gateway at Sand Hollow Resort
3. Gateway at Sand Hollow Plat Update and Parking Letter
4. Will Serve - Gateway Resorts - 2022.08.23
5. Letter for amenities to Stephen Nelson 12-22-22
6. 2022-PP-24 Gateway at Sand Hollow Resort
7. Redlined Preliminary Plat - Gateway at Sand Hollow Resort Phases 1-3 - 2023.01.09
8. 09.21.22 Will Serve Letter Gateway Resorts
9. Gateway Resort Will Serv Letter
10. 281-012 GATEWAY AT SAND HOLLOW RESORT PRE PLAT PH 1-3
11. 281-012 GATEWAY AT SAND HOLLOW RESORT PRE PLAT 11-17-2022 (1)
12. 336-005 PID 3 ZONE CHANGE MAP-ZONE MAP 11-16-2022
13. Parking Letter 1-11-23



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-24

Receipt No. 8-161567

Name: See Attached Telephone: _____

Address: See Attached Fax No. _____

Email: _____ Agent Email: enhancedhomesofutah@gmail.com

Agent (If Applicable): Brent Moser Telephone: 801-793-0346

Address/Location of Subject Property: So. of Sand Hollow Rd. West of 3700 W, East of Resort Drive
H-4-2-1-1111-GS1, H-4-2-1-235-GS1, H-4-2-1-1108-GS1

Tax ID of Subject Property: H-4-2-1-234-GS1, H-4-2-1-236-GS1 Zone District: RM-3, RR

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

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
- ☒ 6. Signed and notarized Acknowledgement 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. 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: _____

Gateway At Sand Hollow Resort

Name & Address

H-4-2-1-1111-GS1

WESTERN MTG & REALTY CO
6610 W COURT ST
PASCO, WA 99301

H-4-2-1-235-GS1

SH GATEWAY 2 LLC
3351 S SAND HOLLOW RD
HURRICANE, UT 84737

H-4-2-1-234-GS1

GATEWAY RESORT AT SAND HOLLOW LLC
2572 W 280 N
HURRICANE, UT 84737

H-4-2-1-236-GS1

SH GATEWAY 2 LLC
3351 S SAND HOLLOW RD
HURRICANE, UT 84737

H-4-2-1-1108-GS1

SMF EASEMENT LLC
3051 W MAPLE LOOP DR # 325
LEHI, UT 84043

PRELIMINARY PLAT APPLICATION page 5 (General Information)

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.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

COUNTY OF Washington :ss

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

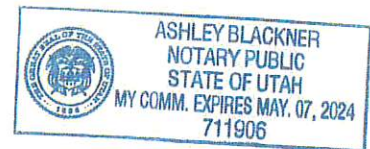
WESTERN MORTGAGE + REALTY CO.
(Property Owner)
[Signature] Vice President
(Property Owner)

Subscribed and sworn to me this 13th day of May 2024.

[Signature]
(Notary Public)

Residing in: Hurricane, UT

My Commission Expires: 5/7/2024



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: _____



STAFF COMMENTS

Agenda Date:	01/19/2023
Application Number:	2022-PP-24
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Western Mortgage and Realty Co
Agent:	Brent Moser
Request:	Approval of a Preliminary Plat
Location:	South of Sand Hollow Road and West of 3700 W
Zoning:	Recreation Resort
General Plan Map:	Planned Community

Planning Commission Recommendation

The Planning Commission recommended approval subject to staff and JUC Comments. The main concerns were about RV parking and ensuring that the property owner sign a water acknowledgement letter.

01/19/2023 Update

The applicant has sent in additional parking information (attached). They are requesting that the extra “pull through stalls” be counted towards the RV parking since they are providing additional parking. The Planning Commission was okay with this plan as long as they were able to meet the standard for sufficient parking. The City staff is currently working with the applicant to ensure the parking plan is compliant. See attached for updated JUC Comments for Engineering.

01/12/2023 Update:

The applicant has submitted a limited preliminary plat that consists of three buildings and 219 resort units. The primary reasons for the limitation is concern about RV and off-site parking. The applicant

01/19/2023

2022-PP-24

Due to the holidays, only a preliminary review was able to be done in time to get this report delivered. Planning staff will update this report if new information arises before the meeting.

- 01/19/2023

Page 286 of 372

6. **Engineering:** Need to do some property trading with regards to Sand Hollow Road. Shift the ROW and abandon other parts. Will most likely need a signal at Resort Drive and Sand Hollow Road.
7. **Fire:** No comments
8. **Phone:** Need ROW for new line
9. **Gas:** Gas line runs directly underneath Building 3

Staff Comments:

1. **Density:** The applicant is proposing 219 units for the first three phases, which is 12.65 units an acre for the developed area. Recreation Resorts is permitted for 15 units an acre. Where this is only the first three phases, the City will need to ensure that future phases and the overall development does not exceed the approved density for the development.
2. **Parking:**
 - a. **Parking for Phase 1-3:** The applicant has provided sufficient standard parking for the development. The applicant has indicated to staff that for early phases they would provide RV/trailer parking within the undeveloped portions of the development. This is not indicated on their current plans however.
 - i. The plan does meet the required parking for regular parking spaces. ADA parking will need to be signed off by the Building Official.
 - b. One of the main reasons for the limiting the site is so the applicant can work through parking requirements. The applicant has told staff that they want to do a system where property adjacent to Sand Hollow Reservoir is used for parking for RVs and trailers and then shuttles will take visitors back to the condos here. As laid out below this does not comply with current city codes, namely it will not be within 500 feet of any entrance and may not be in a more intensive zone.
 - i. The applicant has proposed a work meeting with the Planning Commission to discuss changing the city code to allow them to not provide their required RV/trailer parking on-site. Staff has tentatively scheduled this meeting for January 26th.
 - c. The following is the parking code for Resorts:

Sec. 10-26-6. - Regulations of general applicability.

E. Off street parking: parking shall comply with the following standards.

1. *Within recreational resorts, an application shall provide two parking spaces per unit or one space per bedroom, whichever is higher. Tandem parking spaces are permitted only if approved as part of the preliminary site plan by the Planning Commission.*
2. *RV and trailer parking. An applicant shall provide sufficient parking areas for RVs and trailers. A minimum of one RV/trailer parking space shall be provided for every five units.*
3. *Diagonal and perpendicular street parking...*
4. *Parking for commercial facilities shall follow standards of [chapter 34](#) of this title.*
5. *Clubhouses and amenities. Parking around resort amenities shall be sufficient for employees, cleaning and maintenance staff, and ADA parking. A clubhouse shall provide a minimum of eight parking stalls. These parking spaces shall not count towards the minimum required parking space for each unit. Additional parking space may be provided around the facilities that may count towards the minimum parking standards.*
6. *Any use not covered by this section shall be governed by [chapter 34](#) of this title.*

3. **Amenities:** The applicant is providing six pools with a total size of 5600 sq ft and a temporary clubhouse and amenity area of about 7850 sq ft. This meets the required amenities for this phase. The applicant has also provided a letter detailing the provided amenities which is attached to this report.
4. A will serve letter from the water and sewer departments has been provided. A water acknowledgement form has not been provided.
5. There is some concern about building placement and a gas line in the area. From the site plan it appears that a building is placed over a gas line easement.
6. **Utilities:** JUC has raised some concerns about utility availability for this project.
 - a. Hurricane City Code 10-37-4 states:
 - i. *Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The City may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The City may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to the standard adopted by the City.*
 - b. Hurricane City Code 9-6-3 states:
 - i. *A. Land shall be developed only where public facilities are in place or will be timely provided to serve proposed development at a level of service which meets the City's adopted level of service standards. For each proposed development the City may require an analysis to be completed to determine whether adequate public facilities are available to service the development and whether the development will change existing levels of service or will create a demand which exceeds acceptable levels of service for any public facility, including roadways, intersections, bridges, storm drainage facilities, water storage, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services.*
 - ii. *B. A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development.*
 - c. Plans have been approved to get utilities to this property, however staff has concerns that the pace of development is outpacing the pace of preliminary approvals and may lead to a certain amount of overextension.
 - d. The following are what is required to show for a preliminary plat from 10-39-7:

- i. *A tentative plan or method by which the subdivider proposes to handle the stormwater drainage for the subdivision.*
 - ii. *The location, width and names/numbers of all existing streets within 200 feet of the subdivision and of all prior streets or other public ways, easements, utility rights-of-way, parks and other public open spaces, within and adjacent to the tract.*
 - iii. *A tentative plan or method for providing nondiscriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.*
- e. The City has normally required a tentative plan or method for how an applicant would provide utility services within a preliminary plat. The code requires that during the construction drawings, that the applicant provide a full plan on how to provide utility services to a site, and then bond for those improvements prior to recording a plat. Though utilities are currently do not reach the property, there is approved plans and construction drawings on how to provide services to the site through the Gateway to Sand Hollow Public Infrastructure District.

Recommendation:

Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff does not recommend this application be moved forward until the applicant provides:

1. A more detailed plan for RV parking for phases 1-3. The applicant has submitted a letter with additional parking information. Staff has reach out to the applicant about additional clarification.
2. A signed water acknowledgment letter
3. The applicant complies with the comments and redlines within this report.

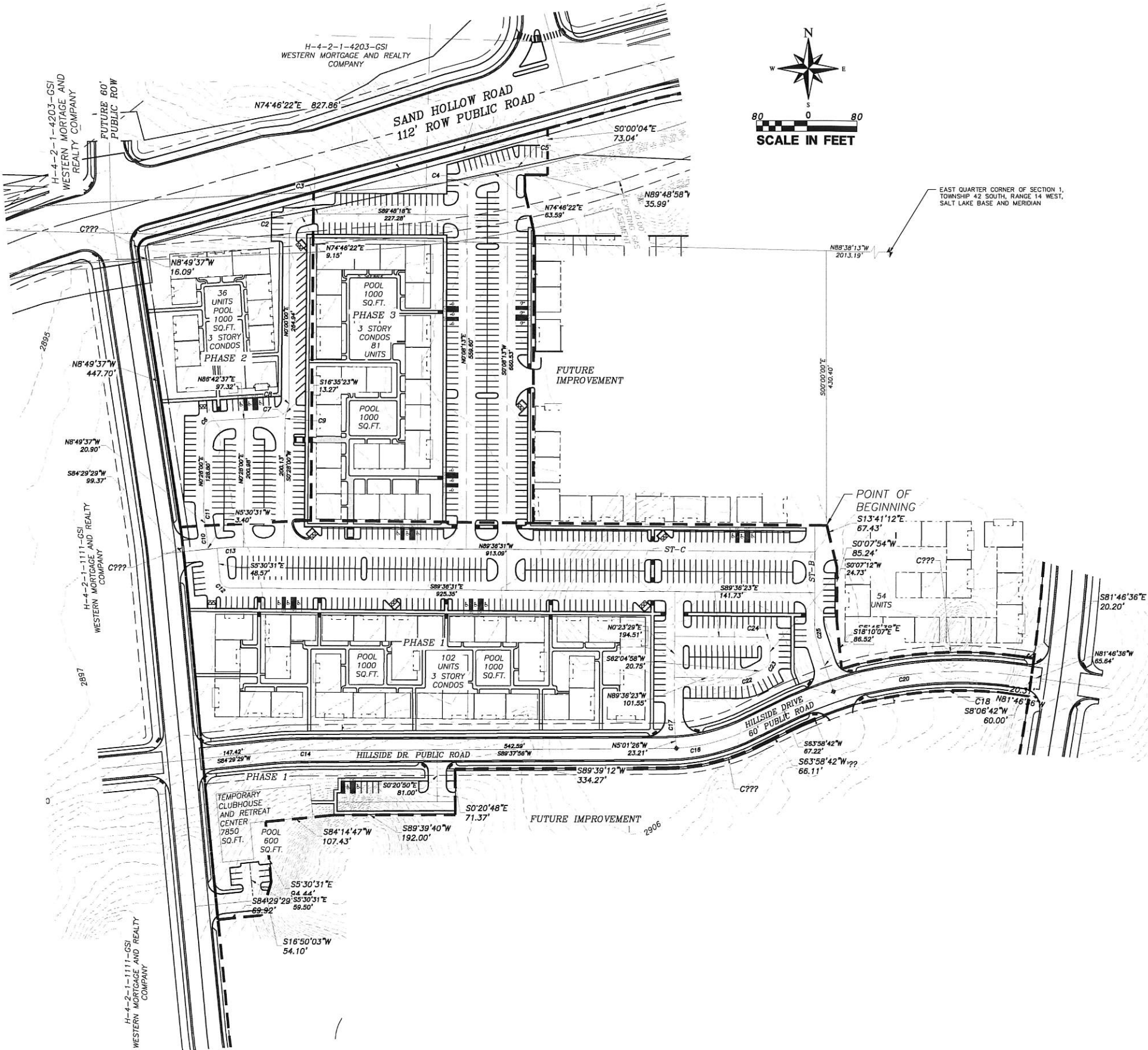
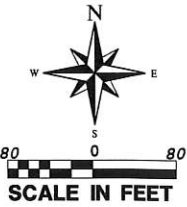
Staff has discussed both of these issues with the applicant and they are planning on addressing both prior to the meeting.

PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PHASE 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- STREET CENTERLINE
- 10' PUBLIC UTILITY EASEMENT LINE
- PHASE LINE
- CURB & GUTTER
- ADA PARKING ACCESSIBLE AREAS
- STOP/STREET SIGN
- DUMPSTER
- ADA PARKING STALL
- 25 MPH SPEED SIGN
- SECTION CORNER AS DESCRIBED
- CLASS 1 MONUMENT



REVISIONS		DATE	BY
NO.	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
22 South 400 West, Suite 1
Hurricane City, Utah 84737
Phone: 435/666-8397



PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PH 1-3
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 11/16/2022
SCALE: 1"=80'
JOB NO:
281-012
SHEET NO:
2 OF 2

January 12, 2023

Hurricane City
Via email

Subject: Trailer Parking at Gateway at Sand Hollow Resort Phases 1-3

To whom it may concern,

The Gateway at Sand Hollow Resort project lies within a Recreational Resort (RR) zone. RR zoning requires that this project provide one vehicular parking space for each bedroom and one trailer stall for every five units. Hurricane City staff have recently informed us that the information on the plans is confusing and does not clearly define the location of the trailer parking. This letter is to answer questions from the staff, the planning commission, and the city council. The current set of construction drawings for this resort is divided up into three phases. Each phase includes a building, surrounding infrastructure, and roadway/parking improvements. The current plan requires and provides for the following parking stalls shown in the table below.

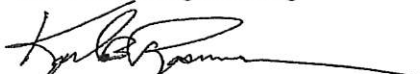
Parking Information for Phases 1-5

Phase	Total Parking Stalls Required	Total Single Stalls Provided	Total Double Stalls Provided	Total Parking Provided	Required Trailer Stalls	Total Possible Trailer Stalls Provided
1	306	229	96 (192)	421	21	96
2	108	70	24 (48)	118	6	24
3	243	96	54 (108)	204	15	54
TOTAL	657	395	174 (348)	743	41	174

Trailers will park on double stalls. The plan is to double count the required parking stalls with required trailer stalls (e.g. one trailer will take two parking stalls when used). A total of 41 trailers stalls are required. That means that 82 single stalls may be used for trailer parking. For now, the provided parking numbers within the first three phases indicate that 743 stalls are available while only 657 (739 if the trailer parking were to be counted separately) parking stalls are required. These numbers show that this project currently has an excess of 86 (4 with the trailer parking counted separately) parking stalls for these five phases. While these five phases are under construction, the remaining phases will be designed. There will also be a traffic study carried out by a traffic engineer to determine what the actual required parking for all phases will be.

If there are any questions, please call me at (435) 680-0816.

Sincerely,
ProValue Engineering


Karl B. Rasmussen, P.E.



Ash Creek Special Service District

1350 S. Sand Hollow Road

Hurricane, UT 84737

Office: (435) 635-2348 Fax: (435) 635-8550

ashcreek@infowest.com

August 23, 2022

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: Gateway Resorts

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

20 South 850 West, #1
Hurricane, UT 84737



435-668-8307

Karl@pv-eng.com

December 22nd, 2022

Planning Department
Attn: Stephen Nelson
City of Hurricane
Building Department
147 North 870 West
Hurricane, UT 84737

Subject: Gateway at Sand Hollow Resort

Stephen,

The following amenities are to be included on phases 1-3 for Gateway at Sand Hollow Resort:

- Two 1000 Sq. Ft. outdoor pools in phase 1
- One 1000 Sq. Ft. outdoor pool in phase 2
- Two 1000 Sq. Ft. outdoor pools in phase 3
- One 7850 Sq. Ft. temporary Club House in phase 1 that will house a gym, check in, and meeting space, with a 600 Sq. Ft. outdoor pool.

Sincerely,

ProValue Engineering

A handwritten signature in black ink, appearing to read 'Karl B. Rasmussen', with a long horizontal flourish extending to the right.

Karl B. Rasmussen, P.E.

Cc: file





STAFF COMMENTS

Agenda Date:	01/12/2023
Application Number:	2022-PP-24
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Western Mortgage and Realty Co
Agent:	Brent Moser
Request:	Approval of a Preliminary Plat
Location:	South of Sand Hollow Road and West of 3700 W
Zoning:	Recreation Resort
General Plan Map:	Planned Community

01/12/2023 Update:

The applicant has come back proposing only the first three phases of the development be approved at this time. This consists of three buildings and 219 resort units. This will allow the applicant to begin work without having to work out all the intricacies with the overall development.

JUC Comments:

Due to the holidays, only a preliminary review was able to be done in time to get this report delivered. Planning staff will update this report if new information arises before the meeting.

1. **Public Works:** Some utilities in the area, but not here. PID progress very slow
2. **Power:** Dixie Power area. Improvements are south and west and will need to come down Sand Hollow Road and Gateway Drive. Need a looped system.
3. **Water:** Nothing there. Need booster and the roundabout, but it needs a lot of work.
4. **Streets:** Sand Hollow Road is the only road currently existing (and that is being rebuilt in its entirety at this section). Needs a lot of improvements
5. **Sewer:** Sand Hollow Road will bring in sewer.

6. **Engineering:** Need to do some property trading with regards to Sand Hollow Road. Shift the ROW and abandon other parts. Will most likely need a signal at Resort Drive and Sand Hollow Road.
7. **Fire:** No comments
8. **Phone:** Need ROW for new line
9. **Gas:** Gas line runs directly underneath Building 3

Staff Comments:

1. **Density:** The applicant is proposing 219 units for the first three phases, which is 12.65 units an acre for the developed area. Recreation Resorts is permitted for 15 units an acre. Where this is only the first three phases, the City will need to ensure that future phases and the overall development does not exceed the approved density for the development.
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 - b. One of the main reasons for the limiting the site is so the applicant can work through parking requirements. The applicant has told staff that they want to do a system where property adjacent to Sand Hollow Reservoir is used for parking for RVs and trailers and then shuttles will take visitors back to the condos here. As laid out below this does not comply with current city codes, namely it will not be within 500 feet of any entrance and may not be in a more intensive zone.
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 - c. The following is the parking code for Resorts:

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4. A will serve letter from the water and sewer departments has been provided. A water acknowledgement form has not been provided.
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 - i. *Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The City may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The City may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to the standard adopted by the City.*
 - b. Hurricane City Code 9-6-3 states:
 - i. *A. Land shall be developed only where public facilities are in place or will be timely provided to serve proposed development at a level of service which meets the City's adopted level of service standards. For each proposed development the City may require an analysis to be completed to determine whether adequate public facilities are available to service the development and whether the development will change existing levels of service or will create a demand which exceeds acceptable levels of service for any public facility, including roadways, intersections, bridges, storm drainage facilities, water storage, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services.*
 - ii. *B. A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development.*
 - c. Plans have been approved to get utilities to this property, however staff has concerns that the pace of development is outpacing the pace of preliminary approvals and may lead to a certain amount of overextension.
 - d. The following are what is required to show for a preliminary plat from 10-39-7:

- i. *A tentative plan or method by which the subdivider proposes to handle the stormwater drainage for the subdivision.*
 - ii. *The location, width and names/numbers of all existing streets within 200 feet of the subdivision and of all prior streets or other public ways, easements, utility rights-of-way, parks and other public open spaces, within and adjacent to the tract.*
 - iii. *A tentative plan or method for providing nondiscriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.*
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Recommendation:

Staff recommends the Planning Commission review this application based on standards with Hurricane City Code. Staff does not recommend this application be moved forward until the applicant provides:

1. A more detailed plan for RV parking for phases 1-3.
2. A water acknowledgement letter

Staff has discussed both of these issues with the applicant and they are planning on addressing both prior to the meeting.

12/08/2022 Update

The applicant has requested that they be brought back on the agenda. They had initially been tabled due to a pending zone change. A zone change to bring the zoning boundaries into alignment with the planned roadways was recommended for denial by the Planning Commission with the recommendation that they add RM-3 zoning to the development and the City Council approved the zone change with the Planning Commission's recommendation. The zone change exhibit approved by the Council is attached to this report. With the approved zone change the preliminary plat has been updated. This resolves the zoning issues on the property however the following issues have still not been addressed:

- The approved zone change exhibit shows 810 resort units and 114 RM-3 units and the proposed preliminary plat shows 882 resort units and 117 RM-3 units. The application will need to resolve the density at issue prior to approval.

- Staff note 2 (parking) has not been addressed. As laid out below, staff does not believe their plan to meet their trailer parking requirement on a site near Sand Hollow Lake will be able to meet City Code
- They have added a note regarding the amenity requirements in Chapter 26 of the Hurricane City Code. They say they are providing 4,000 sq ft of clubhouse space, however as laid out below 5,500 sq ft are required.
- Will serve letters have not been received
- Site data table on page 2 directly contradicts information on page 1
 - Land Use Summary Table on Page 1 has several errors and inconsistencies
- Other comments within this report are still applicable except those regarding zoning which was resolved with the zone change.

Staff Recommendation based on the update:

Due to these issues, staff recommends denying or tabling this preliminary plat.

10/21/2022 Update

The applicant has provided a proposed zone change to correct the zoning alignment. The applicant has requested to run both the preliminary plat and the zone change at the same time. Staff has not received any other updates to the plan at the time of this report.

The applicant is also in the process of redesigning Sand Hollow Road in front of the project which will have a direct impact on the preliminary plat. This change could add a couple of acres to the project. Staff would recommend that the Planning Commission should require that change be reflected on the preliminary plat prior to a recommendation.

Discussion:

The applicant has filed a preliminary plat for Gateway at Sand Hollow Resort, a 945 unit 69.09 acre recreation resort development located within the Sand Hollow Gateway PID. The plan consists of condos, hotels, and amenities. In 2020 the City Council approved 59 acres of Recreation Resort zoning in this area which at max density is 885 units. Where there is this large discrepancy between what is proposed and what zoning allows on this property our analysis within this report will be incomplete.

should use a standard engineer scale for more detailed sheets 1"=60' is the largest standard scale. Legal description is incorrect. Block lengths exceed 800' additional public ROW are needed to reduce block size, provide additional fire access, and provide locations for water looping. Some buildings in phase 13 will be hard to access because of grades. Proposed cross-sections do not match standard cross-sections and it is not clear which roads these are for. It appears greater consideration for existing grades should be given: several roads will be over 10% grade, Phase 31 building will require over 30' of fill in order to work.

7. **Fire:** Not enough info provided. Full fire code analysis will be done with construction drawings.
8. **Cable:** Add Centurylink fiber optic notes for construction drawings
9. **Gas:** No comments.
10. **Water Conservancy:** No comments

Staff Comments: Preliminary Site Plan and Plat

1. Zoning is a Recreation Resort which has a max density of 15 units/acre. The applicant is proposing 945 units over 69.09 acres for a density of 13.67 units per acre
 - a. The approved zone change map for this area shows 59 acres of Recreation Resort which would be 885 units. Part of the property being depicted on this site plan stretches into the RM-3 zone to the west.
 - b. The applicant has indicated to staff that they are simply transferring density from the RM-3 portion into the RR portion. Where there are different approved and proposed uses between RM-3 and RR, namely short-term rentals, staff believes a greater level of oversight is required.
 - c. A zone change will be necessary if they want to develop as presented, as the City has required for several other developments in this area. The applicant has been made aware of this on multiple occasions in the past.
2. **Parking:** Per HCC 10-26-6: *"Within recreational resorts, an application shall provide two parking spaces per unit or one space per bedroom, whichever is higher. Tandem parking spaces are permitted only if approved as part of the preliminary site plan by the Planning Commission."*
 - a. The site plan indicates that parking spaces 3091 are required and 3091 spaces are provided in a mix of outdoor parking and indoor garage parking.
 - b. RV/trailer spaces are also required at a rate of one space per five units. 189 trailer parking stalls are required. The applicant has told staff that they intend to provide these parking spaces in an area offsite closer to Sand Hollow Reservoir. The Planning Commission does have authority under HCC 10-34 to approve off-site parking or modified parking requirements. Without a specific plan of where the parking will be located, how many spaces are provided, and how people will get from the offsite location to the site, staff does not recommend the approval of the parking plan as presented.
 - c. HCC 10-34-5 states:
 - . *Off site parking. Where practical difficulties exist in providing on site parking or if public safety or convenience, or both, would be better served by locating parking on a separate lot, the Planning Commission may authorize off site parking subject to the following conditions:*
 1. *Required parking spaces reserved for persons with disabilities shall not be located in an off site parking lot.*

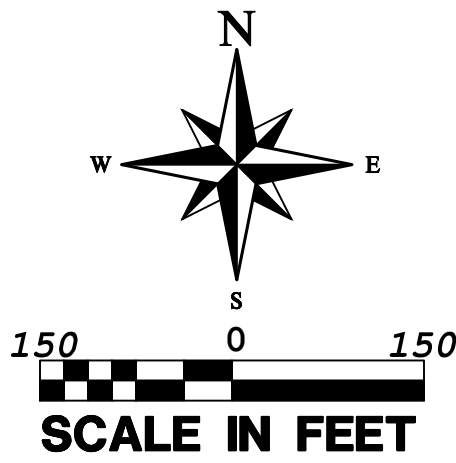
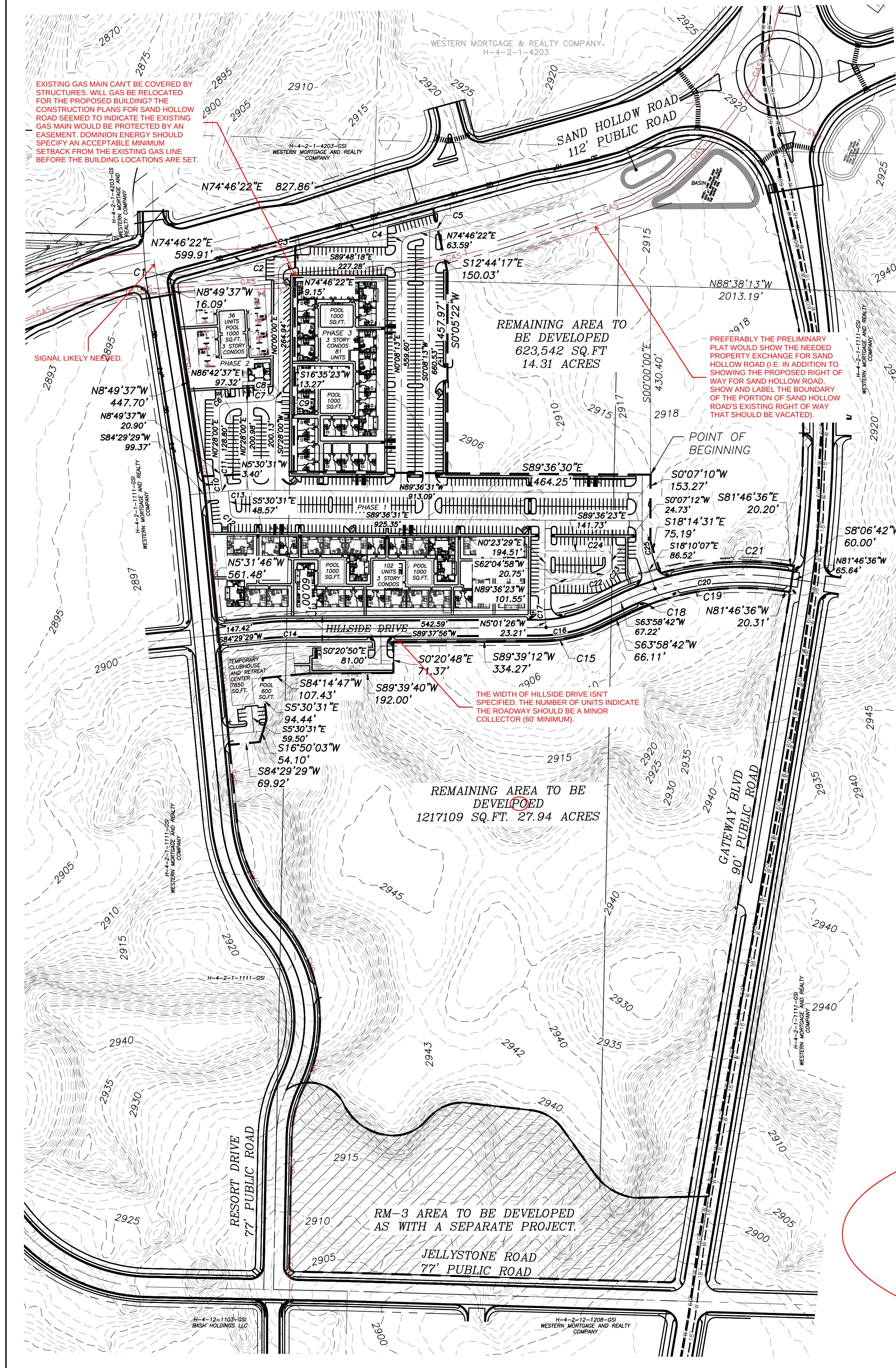
2. *Off site parking lots shall be located in the same or a more intensive zone which applies to the property where the use served is located.*
 3. *No off site parking space shall be located more than 500 feet from a public entrance of the use served, measured along the route of the shortest legal, practical walking distance. Off site parking shall not be separated from a principal use by a street right-of-way with a width of more than 72 feet.*
 4. *Availability of each off site parking lot shall be assured by an agreement approved by the City which requires:*
 - a. *The parking lot to be continuously available unless an alternative legal parking lot is provided;*
 - b. *All spaces to be available without charge; and*
 - c. *The Zoning Administrator to be notified 30 days prior to the expiration or termination of the agreement.*
 5. *Before approving an off site parking lot, the Planning Commission shall find that such parking is conveniently usable without causing unreasonable:*
 - a. *Hazard to pedestrians;*
 - b. *Hazard to vehicular traffic;*
 - c. *Traffic congestion;*
 - d. *Interference with safe and convenient access to other parking areas in the vicinity;*
 - e. *Detriment to the appropriate use of business property in the vicinity; or*
 - f. *Detriment to any residential neighborhood.*
- 3. Amenities:** Per HCC 10-26-4: *Developments over 700 units must supply adequate and proportional amenities based on the table above.* Using the basic formula in the table of requiring an additional clubhouse and pool every 200 units over 300 units then this development will require 4 clubhouses of about 5,500 sq ft total non-office space and 6 pools of at least 4,000 sq ft total. The site plan provides for ten pools and one “temporary clubhouse/retreat center” measuring about 7800 sq ft. The applicant has informed staff that clubhouse-like amenities will be provided within each condo building and within the hotel. This is not indicated on the site plan and should be required.
4. All park strips will need to be landscaped and have the proper improvements.
 5. A will serve letter from the culinary and sanitary water providers and a water acknowledgement form has not been provided
 6. A note indicating whether or not the property is in a tortoise take area has been provided
 7. Hurricane City Code 10-37-4 states:

- a. *Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The City may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The City may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to the standard adopted by the City.*

Recommendation: Staff recommends the Planning Commission review this application based on standards with Hurricane City Code. Due to the issues of zoning (currently under consolidation), parking, lacking will-serve letters, redesign of Sand Hollow Road, and amenities; staff recommends denial or tabling of this preliminary plat until all the issues raised can be adequately addressed.

PRELIMINARY PLAT FOR: GATEWAY AT SAND HOLLOW RESORT PHASE 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.#M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



LAND USE SUMMARY (SITE DATA) PHASE 1-3:

TOTAL REQUIRED PARKING PHASES 1-3 = 740 SPACES (1 SPACE/BEDROOM)
TOTAL REQUIRED TRAILER PARKING = 148 OF THE 720 PARKING
PHASE 1 PROVIDED = 386 + 14 (ADA)
PHASE 2 PROVIDED = 117 + 3 (ADA)
PHASE 3 PROVIDED = 236 + 9 (ADA)
TOTAL = 739 + 26 (ADA)

TOTAL DEVELOPMENT AREA FOR PH 1-3 = 752845.5 SQ. FT. (17.28 ACRES)
TOTAL DEVELOPMENT AREA = 753210.0252 SQ. FT. (17.29 AC)
TOTAL REQUIRED POOL AREA = 2000 SQ. FT. (4 POOLS)
TOTAL PROVIDED POOL AREA = 5600 SQ. FT. (6 POOLS)

TOTAL TEMPORARY CLUB HOUSE AREA = 7850 SQ. FT. (CHECK-IN, GYM, MEETING SPACE).

LANDSCAPING REQUIRED: 1 TREE AND 2 SHRUBS FOR EACH UNIT

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	NONE
LIQUEFACTION	H2 - HIGH2-SIMILAR IN TEXTURE TO 'HIGH' CATEGORY, NO GROUND-WATER INFORMATION
FLOODING	ZONE X-AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	NONE
ROCKFALL HAZARD	NONE
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA - CALICHE
COLLAPSIBLE SOIL	CSA-STREAM/TERRACE ALLUVIUM >=3%
EXPANSIVE SOIL	ESM-SOILS WITH MODERATE SUSCEPTIBILITY FOR EXPANSION ESL-SOILS WITH LOW SUSCEPTIBILITY FOR EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES-SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB-BURIED; AREAS WHERE DEPTH TO BEDROCK IS GENERALLY <10 FEET BENEATH SOIL COVER
WIND BLOWN SAND	WBSL-LOW; MIXED-UNIT GEOLOGIC DEPOSITS WITH WIND-BLOWN COMPONENT
SHALLOW GROUND WATER	SGW3-MODERATELY TO FREELY DRAINING SOILS WITH SEASONAL OR TRANSIENT SHALLOW GROUND WATER

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

GEOLOGICAL SURVEY REPORT:

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 LAVA FLOW FLOWED 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 PHASES 1-3:

COMMENCING AT THE THENCE N88°38'13"W 2013.91 FEET; THENCE S00°00'00"E 430.40 FEET; TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED N88°38'13"W 2013.91 FEET; ALONG THE SECTION LINE (XXX) FEET AND (DIRECTION) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°07'10"W 153.27 FEET; THENCE S18°14'31"E 75.19 FEET; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 679.89 FEET AND A RADIAL BEARING OF S15°55'41"E, A DISTANCE OF 286.61 FEET, THROUGH A CENTRAL ANGLE OF 24°09'13" (LONG CHORD BEARS: N86°08'55"E 284.50 FEET); THENCE S81°46'36"E 20.20 FEET; THENCE S08°06'42"W 60.00 FEET; THENCE N81°46'36"W 20.31 FEET; THENCE WESTERLY ALONG THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 286.45 FEET, THROUGH A CENTRAL ANGLE OF 26°28'17" (LONG CHORD BEARS: S84°59'16"W 283.91 FEET); THENCE WESTERLY ALONG THE ARC OF A 620.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT (LONG CHORD BEARS: S88°57'39"W 60.38 FEET), CENTER POINT LIES S18°14'52"E THROUGH A CENTRAL ANGLE OF 05°34'56" A DISTANCE OF 60.41 FEET; THENCE S63°58'42"W 66.11 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET AND A RADIAL BEARING OF N28°03'44"W, A DISTANCE OF 159.83 FEET, THROUGH A CENTRAL ANGLE OF 27°42'55" (LONG CHORD BEARS: S75°47'44"W 158.08 FEET); THENCE S89°39'12"W 334.27 FEET; THENCE S00°20'48"E 71.37 FEET; THENCE S89°39'40"W 192.00 FEET; THENCE S84°14'47"W 107.43 FEET; THENCE S05°30'31"E 94.44 FEET; THENCE S16°50'03"W 54.10 FEET; THENCE S84°29'29"W 69.92 FEET; THENCE N05°31'46"W 561.48 FEET; THENCE NORTHERLY ALONG THE ARC OF A 1331.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 43.59 FEET, THROUGH A CENTRAL ANGLE OF 01°52'35" (LONG CHORD BEARS: N06°28'03"W 43.58 FEET); THENCE N08°49'37"W 447.70 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 29.18 FEET, THROUGH A CENTRAL ANGLE OF 83°35'59" (LONG CHORD BEARS: N32°58'22"E 26.66 FEET); THENCE N74°46'22"E 599.91 FEET; THENCE S12°44'17"E 150.03 FEET; THENCE S00°05'22"W 457.97 FEET; THENCE S89°36'30"E 464.25 FEET; TO THE POINT OF BEGINNING.

AREA CONTAINS 753584 SQUARE FEET OR 17.300 ACRES.

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	SECTION LINE
	STREET CENTERLINE
	10' PUBLIC UTILITY EASEMENT LINE
	PHASE LINE
	CURB & GUTTER
	ADA PARKING ACCESSIBLE AREAS
	STOP/STREET SIGN
	DUMPSTER
	ADA PARKING STALL
	25 MPH SPEED SIGN
	SECTION CORNER AS DESCRIBED
	CLASS 1 MONUMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	29.18'	20.00'	26.66'	N32°58'22"E	83°35'59"
C2	32.63'	25.00'	30.36'	N37°23'11"E	74°46'22"
C3	26.92'	100.00'	26.84'	N82°29'02"E	15°25'20"
C4	32.57'	25.00'	30.31'	N37°27'17"E	74°38'09"
C5	6.64'	25.00'	6.62'	N82°23'11"E	15°13'38"
C6	22.58'	15.00'	20.51'	N43°35'19"E	86°14'38"
C7	22.99'	25.00'	22.19'	N60°21'49"E	52°41'36"
C8	14.84'	25.00'	14.63'	N17°00'31"E	34°01'01"
C9	7.03'	25.00'	7.01'	S8°31'41"W	16°07'23"
C10	27.45'	474.00'	27.45'	N7°10'04"W	3°19'06"
C11	6.49'	40.00'	6.48'	N4°10'49"W	9°17'37"
C12	22.02'	15.00'	20.09'	S47°33'31"E	84°06'00"
C13	20.59'	200.00'	20.59'	S87°26'29"W	5°54'00"
C14	77.86'	628.02'	77.81'	S88°18'22"W	7°06'13"
C15	159.63'	330.00'	158.08'	S75°47'44"W	27°42'55"
C16	145.64'	300.00'	144.21'	S75°44'45"W	27°48'54"
C17	27.21'	233.36'	27.20'	N3°08'36"W	6°40'55"
C18	60.41'	620.00'	60.38'	S68°57'39"W	5°34'56"
C19	286.45'	620.00'	283.91'	S84°59'16"W	26°28'17"
C20	364.22'	650.00'	359.47'	S82°10'16"W	32°06'17"
C21	286.61'	679.89'	284.50'	N86°08'55"E	24°09'13"
C22	24.71'	50.00'	24.46'	S76°14'17"W	28°18'38"
C23	16.70'	15.00'	15.85'	S32°00'44"W	63°47'03"
C24	15.66'	10.00'	14.11'	S44°44'36"E	89°43'36"
C25	15.96'	50.00'	15.89'	S9°01'33"E	18°17'08"

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 THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

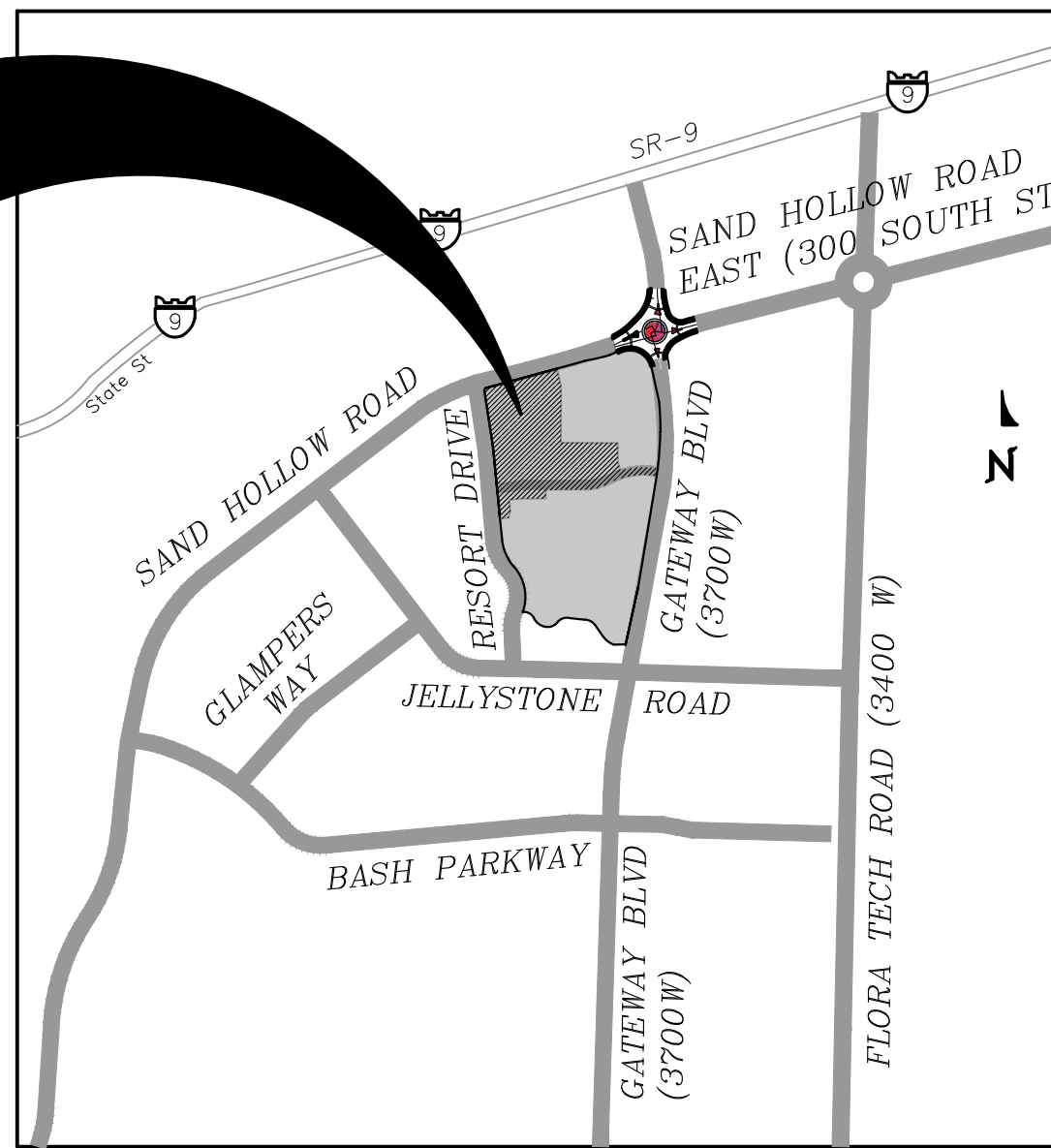
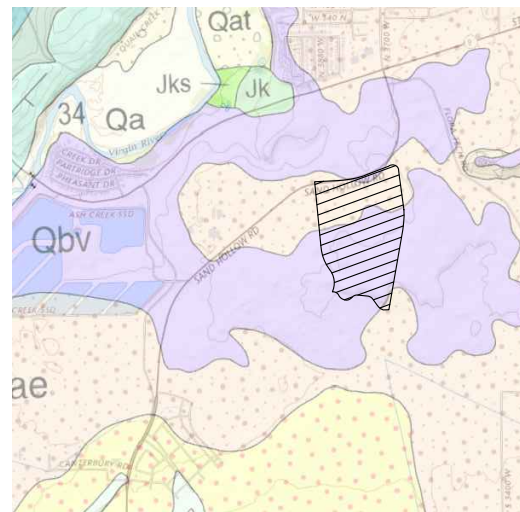
THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA (PER RED CLIFF'S DESERT RESERVE TAKE AREA 7 MAP)

PROJECT LOCATION



VICINITY MAP

N.T.S

OWNERS:

CONTACT REPRESENTATIVE
BRENT MOSER
TELEPHONE: (801)-793-0346
EMAIL:
ENHANCEDHOMESOFUTAH@GMAIL.COM
THEBEACHATSANDHOLLOW@GMAIL.COM

PRELIMINARY PLAT FOR:

GATEWAY AT SAND HOLLOW RESORT PH. 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.#M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 12/16/2022

SCALE: 1"=150'

JOB NO.

281-002

SHEET NO.

1 OF 2

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PROVALUE ENGINEERING, INC.

Engineers - Land Surveyors - Land Planners
30 South 850 West, Suite 1
Hurricane City, Utah 84431
Phone: (435) 668-8307

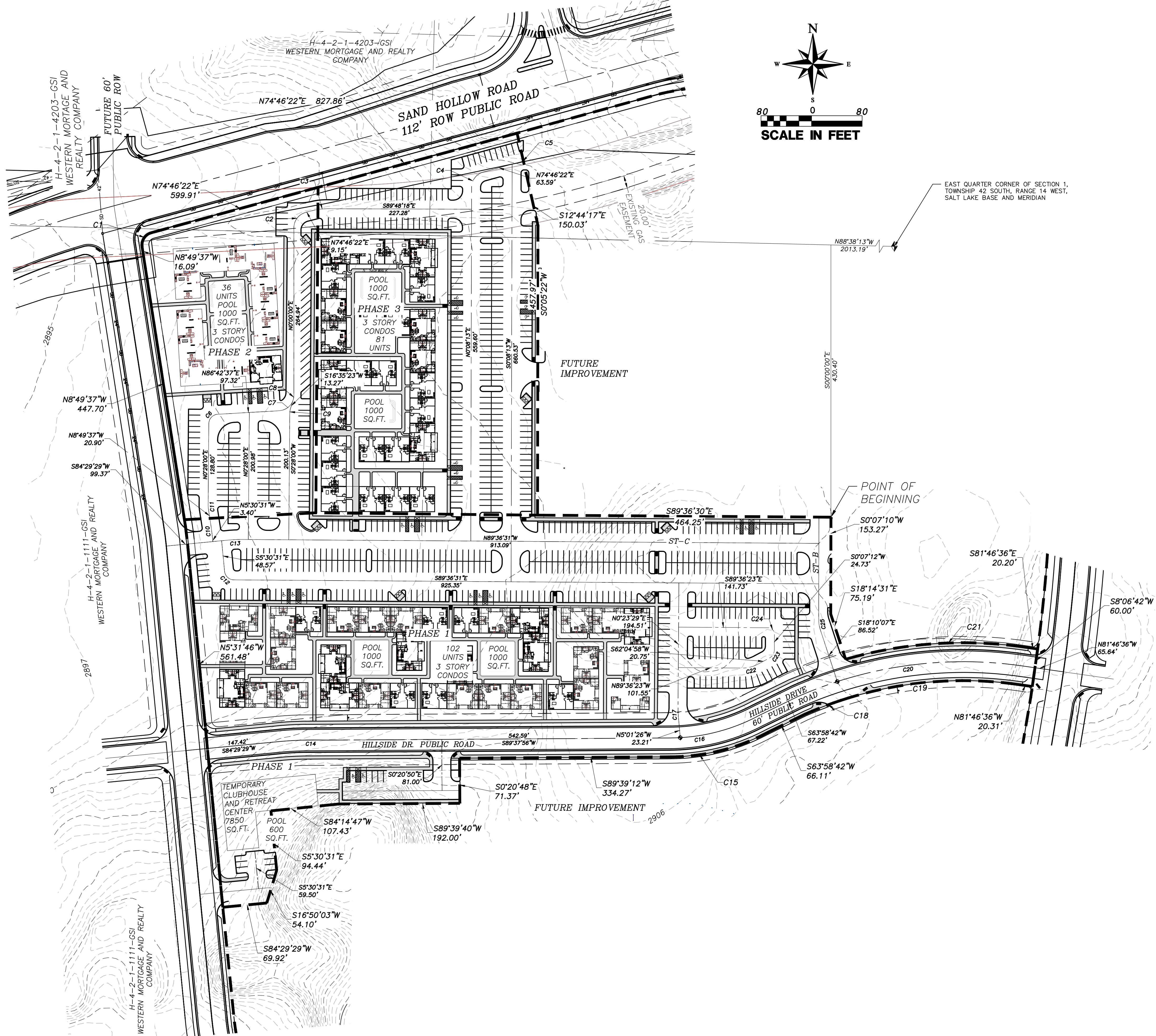
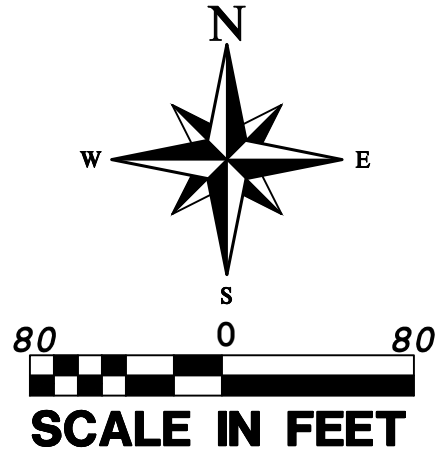
PROVALUE ENGINEERING

PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PHASE 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- STREET CENTERLINE
- 10' PUBLIC UTILITY EASEMENT LINE
- PHASE LINE
- CURB & GUTTER
- ADA PARKING ACCESSIBLE AREAS
- STOP/STREET SIGN
- DUMPSTER
- ADA PARKING STALL
- 25 MPH SPEED SIGN
- SECTION CORNER AS DESCRIBED
- CLASS 1 MONUMENT



PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84131
Phone: (435) 668-5307

NO.	REVISIONS	DESCRIPTION	DATE	BY



PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PH 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 11/16/2022
SCALE: 1"=80'

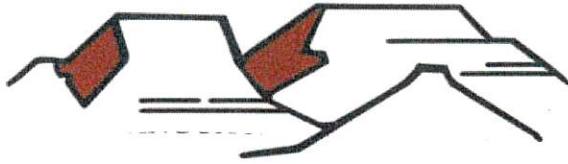
JOB NO.
281-012

SHEET NO.
2 OF 2

PRELIMINARY PLAT 47



Page 305 of 372



HURRICANE CITY

UTAH

Water Department
Ken Richins, Superintendent

[Date] September 21, 2022

To Whom It May Concern:

BRENT MOSER / TONY LARSON (the "Developer") has requested a culinary water will serve letter for the subdivision known as The Gateway Resort, located at approximately 3000 WEST SAND HOLLOW ROAD 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 945 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

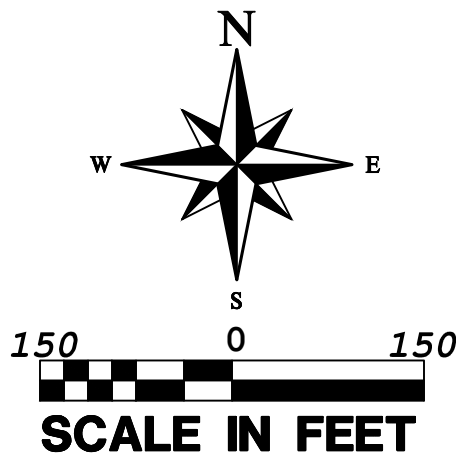
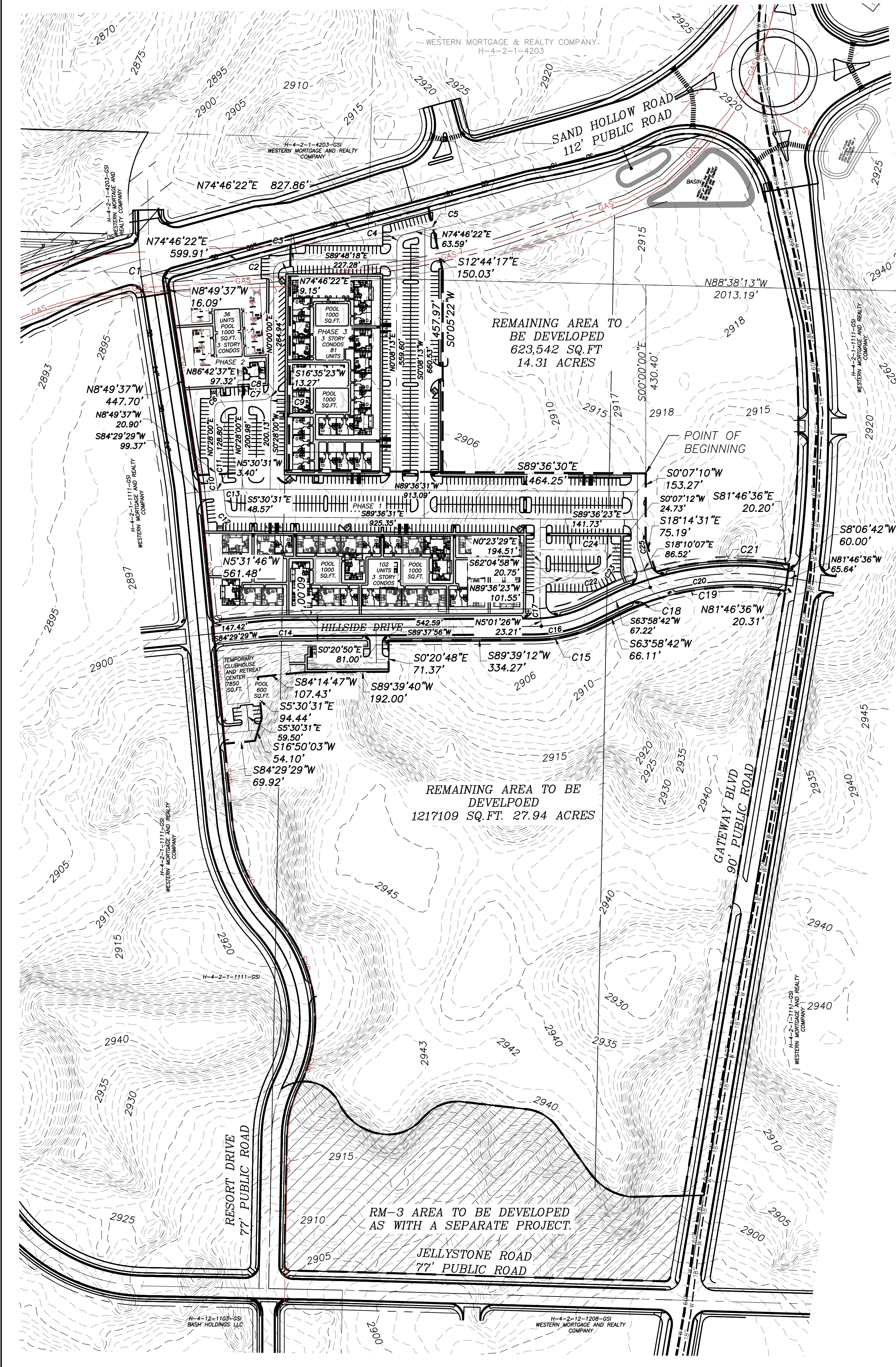
In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,

Ken Richins
Water Department Superintendent

PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PHASE 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



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ROCKFALL HAZARD	NONE
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PIPING & EROSION	P&ES-SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB-BURIED; AREAS WHERE DEPTH TO BEDROCK IS GENERALLY <10 FEET BENEATH SOIL COVER
WIND BLOWN SAND	WBSL-LOW; MIXED-UNIT GEOLOGIC DEPOSITS WITH WIND-BLOWN COMPONENT
SHALLOW GROUND WATER	SGW3-MODERATELY TO FREELY DRAINING SOILS WITH SEASONAL OR TRANSIENT SHALLOW GROUND WATER

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

GEOLOGICAL SURVEY REPORT:

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 LAVA FLOW FLOWED 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 PHASES 1-3:

COMMENCING AT THE THENCE N88°38'13"W 2013.91 FEET; THENCE S00°00'00"E 430.40 FEET; TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED N88°38'13"W 2013.91 FEET; ALONG THE SECTION LINE (XXX) FEET AND (DIRECTION) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°07'10"W 153.27 FEET; THENCE S18°14'31"E 75.19 FEET; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 679.89 FEET AND A RADIAL BEARING OF S15°55'41"E, A DISTANCE OF 286.61 FEET, THROUGH A CENTRAL ANGLE OF 24°09'13" (LONG CHORD BEARS: N86°08'55"E 284.50 FEET); THENCE S81°46'36"E 20.20 FEET; THENCE S08°06'42"W 60.00 FEET; THENCE N81°46'36"W 20.31 FEET; THENCE WESTERLY ALONG THE ARC OF A 620.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 286.45 FEET, THROUGH A CENTRAL ANGLE OF 26°28'17" (LONG CHORD BEARS: S84°59'16"W 283.91 FEET); THENCE WESTERLY ALONG THE ARC OF A 620.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT (LONG CHORD BEARS: S88°57'39"W 60.38 FEET), CENTER POINT LIES S18°14'52"E THROUGH A CENTRAL ANGLE OF 05°34'56" A DISTANCE OF 60.41 FEET; THENCE S63°58'42"W 66.11 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET AND A RADIAL BEARING OF N28°03'44"W, A DISTANCE OF 159.63 FEET, THROUGH A CENTRAL ANGLE OF 27°42'55" (LONG CHORD BEARS: S75°47'44"W 158.08 FEET); THENCE S89°39'12"W 334.27 FEET; THENCE S00°20'48"E 71.37 FEET; THENCE S89°39'40"W 192.00 FEET; THENCE S84°14'47"W 107.43 FEET; THENCE S05°30'31"E 94.44 FEET; THENCE S16°50'03"W 54.10 FEET; THENCE S84°29'29"W 69.92 FEET; THENCE N05°31'46"W 561.48 FEET; THENCE NORTHERLY ALONG THE ARC OF A 1331.00 FOOT RADIAL CURVE TO THE LEFT A DISTANCE OF 43.59 FEET, THROUGH A CENTRAL ANGLE OF 01°52'35" (LONG CHORD BEARS: N06°28'03"W 43.58 FEET); THENCE N08°49'37"W 447.70 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 29.18 FEET, THROUGH A CENTRAL ANGLE OF 83°35'59" (LONG CHORD BEARS: N32°58'22"E 26.66 FEET); THENCE N74°46'22"E 599.91 FEET; THENCE S12°44'17"E 150.03 FEET; THENCE S00°05'22"W 457.97 FEET; THENCE S89°36'30"E 464.25 FEET; TO THE POINT OF BEGINNING.

AREA CONTAINS 753584 SQUARE FEET OR 17.300 ACRES.

LEGEND

—	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	SECTION LINE
---	STREET CENTERLINE
---	10' PUBLIC UTILITY EASEMENT LINE
---	PHASE LINE
---	CURB & GUTTER
⊠	ADA PARKING ACCESSIBLE AREAS
+	STOP/STREET SIGN
⊠	DUMPSTER
⊠	ADA PARKING STALL
⊠	25 MPH SPEED SIGN
⊠	SECTION CORNER AS DESCRIBED
•	CLASS 1 MONUMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	29.18'	20.00'	26.66'	N32°58'22"E	83°35'59"
C2	32.63'	25.00'	30.36'	N37°23'11"E	74°46'22"
C3	26.92'	100.00'	26.84'	N82°29'02"E	15°25'20"
C4	32.57'	25.00'	30.31'	N37°27'17"E	74°38'09"
C5	6.64'	25.00'	6.62'	N82°23'11"E	15°13'38"
C6	22.58'	15.00'	20.51'	N43°35'19"E	86°14'38"
C7	22.99'	25.00'	22.19'	N60°21'49"E	52°41'36"
C8	14.84'	25.00'	14.63'	N17°00'31"E	34°01'01"
C9	7.03'	25.00'	7.01'	S8°31'41"W	16°07'23"
C10	27.45'	474.00'	27.45'	N7°10'04"W	3°19'06"
C11	6.49'	40.00'	6.48'	N4°10'49"W	9°17'37"
C12	22.02'	15.00'	20.09'	S47°33'31"E	84°06'00"
C13	20.59'	200.00'	20.59'	S87°26'29"W	5°54'00"
C14	77.86'	628.02'	77.81'	S88°18'22"W	7°06'13"
C15	159.63'	330.00'	158.08'	S75°47'44"W	27°42'55"
C16	145.64'	300.00'	144.21'	S75°44'45"W	27°48'54"
C17	27.21'	233.36'	27.20'	N3°08'36"W	6°40'55"
C18	60.41'	620.00'	60.38'	S68°57'39"W	5°34'56"
C19	286.45'	620.00'	283.91'	S84°59'16"W	26°28'17"
C20	364.22'	650.00'	359.47'	S82°10'16"W	32°06'17"
C21	286.61'	679.89'	284.50'	N86°08'55"E	24°09'13"
C22	24.71'	50.00'	24.46'	S76°14'17"W	28°18'38"
C23	16.70'	15.00'	15.85'	S32°00'44"W	63°47'03"
C24	15.66'	10.00'	14.11'	S44°44'36"E	89°43'36"
C25	15.96'	50.00'	15.89'	S9°01'33"E	18°17'08"

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 THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

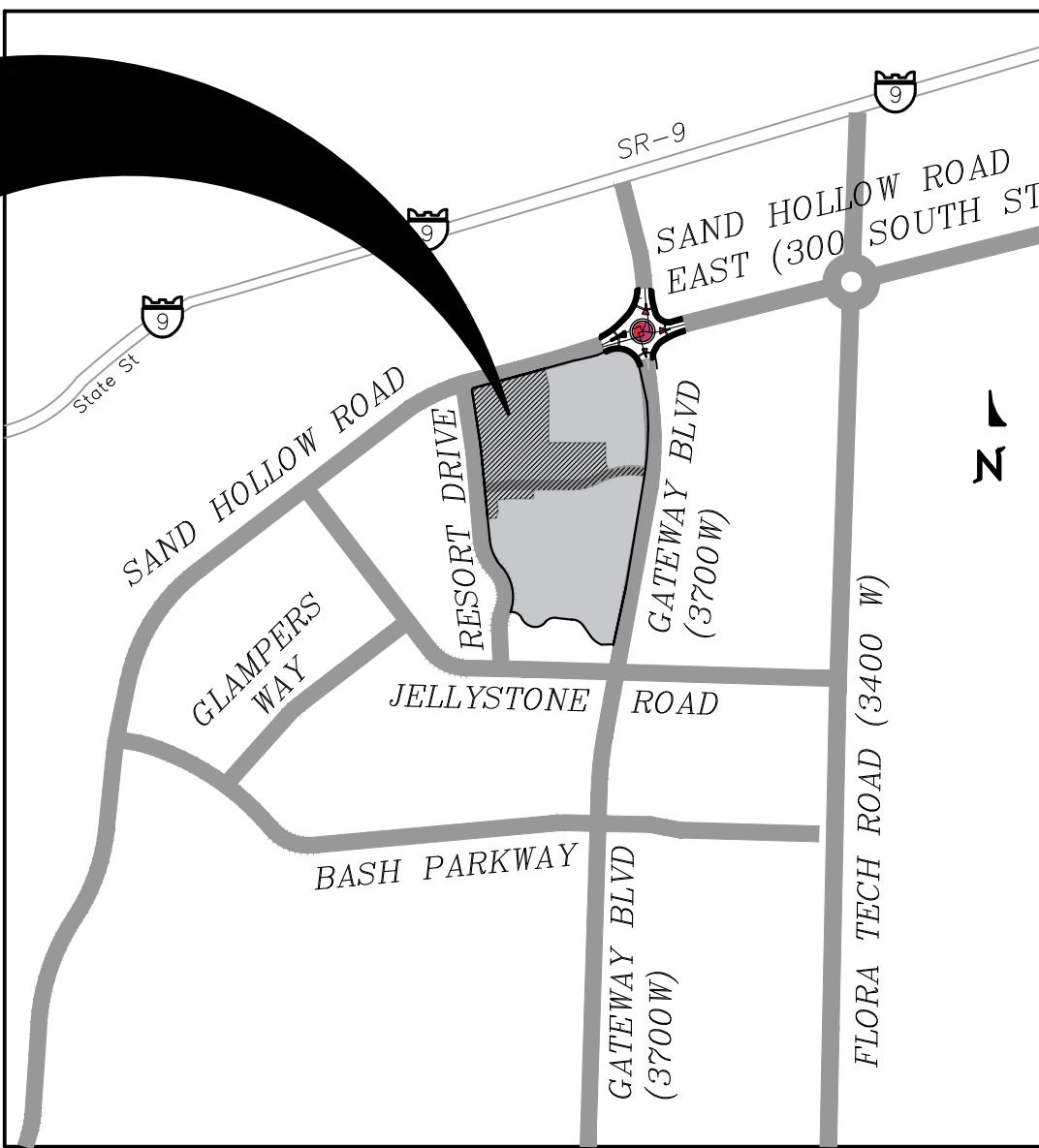
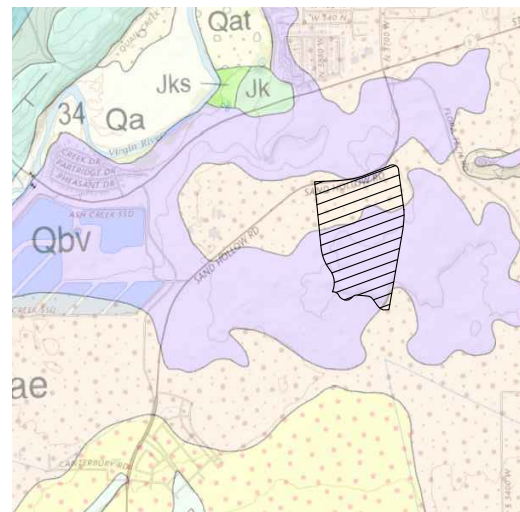
THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA (PER RED CLIFF'S DESERT RESERVE TAKE AREA 7 MAP)

PROJECT LOCATION



VICINITY MAP

N.T.S

OWNERS:

CONTACT REPRESENTATIVE
BRENT MOSER
TELEPHONE: (801)-793-0346
EMAIL:
ENHANCEDHOMESOFUTAH@GMAIL.COM
THEBEACHATSANDHOLLOW@GMAIL.COM

PRELIMINARY PLAT FOR:

GATEWAY AT SAND HOLLOW RESORT PH. 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 12/16/2022
SCALE: 1"=150'

JOB NO.
281-002

SHEET NO.

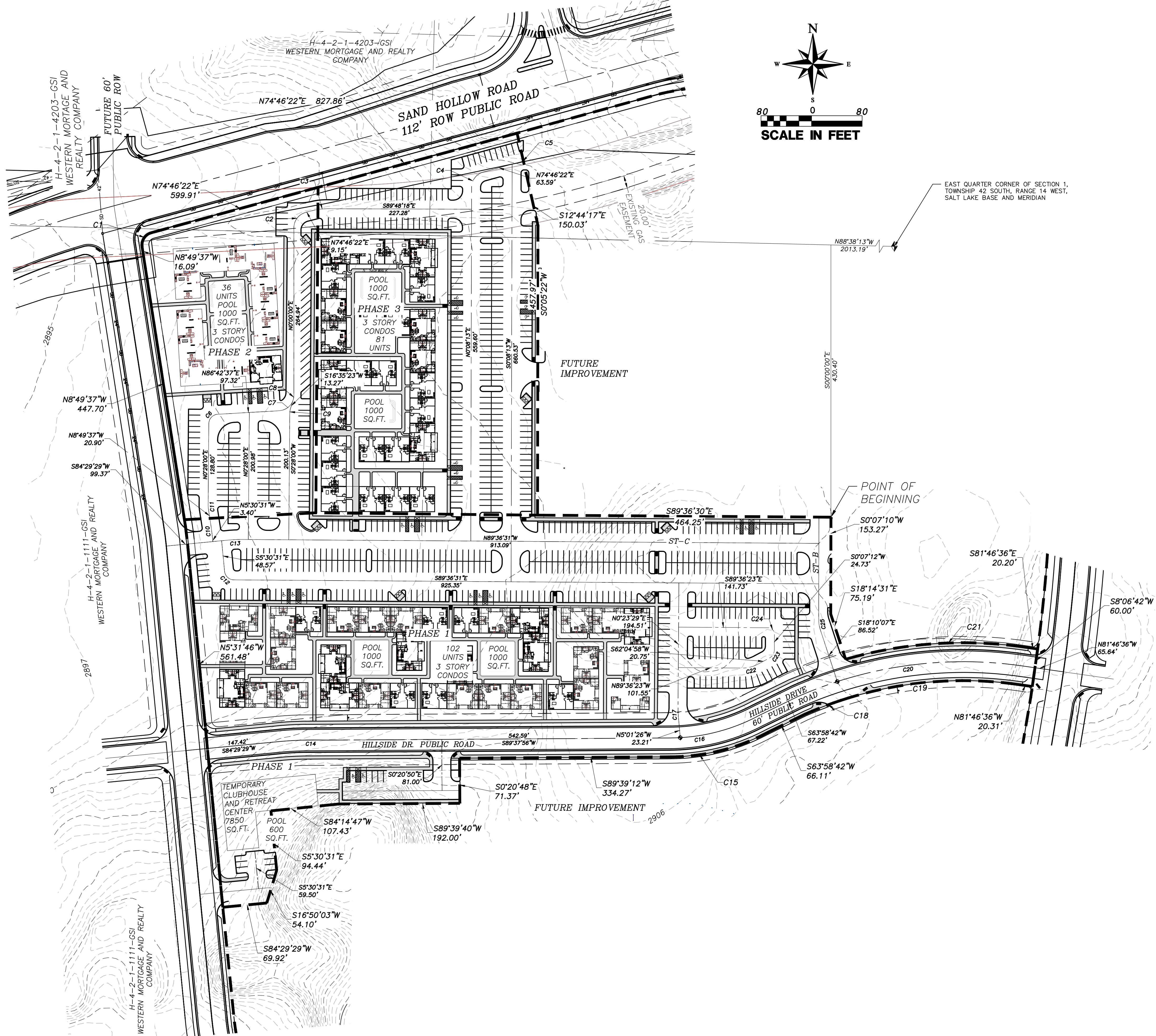
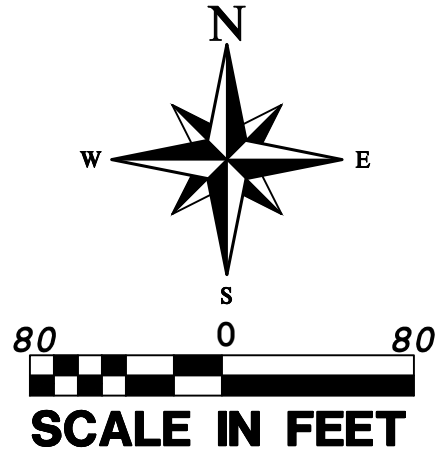
1 OF 2

PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PHASE 1-3

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- STREET CENTERLINE
- 10' PUBLIC UTILITY EASEMENT LINE
- PHASE LINE
- CURB & GUTTER
- ADA PARKING ACCESSIBLE AREAS
- STOP/STREET SIGN
- DUMPSTER
- ADA PARKING STALL
- 25 MPH SPEED SIGN
- SECTION CORNER AS DESCRIBED
- CLASS 1 MONUMENT



REVISIONS		NO.	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
30 South 850 West, Suite 1
Hurricane City, Utah 84131
Phone: (435) 668-5307



PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT PH 1-3
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 11/16/2022
SCALE: 1"=80'

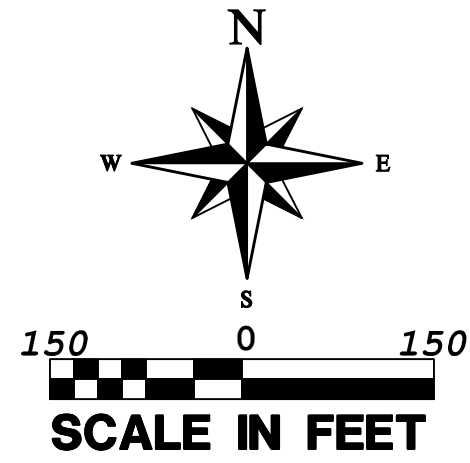
JOB NO.
281-012

SHEET NO.
2 OF 2

PRELIMINARY PLAT

PRELIMINARY PLAT FOR: GATEWAY AT SAND HOLLOW RESORT

LOCATED IN SECTION 1, T42S, R14W, S.L.B.#M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	SECTION LINE
	STREET CENTERLINE
	10' PUBLIC UTILITY EASEMENT LINE
	PHASE LINE
	SECTION CORNER AS DESCRIBED

LAND USE SUMMARY (SITE DATA)

TOTAL RR UNITS = 882 (726 3 BED UNITS 126 4 BED UNITS)
TOTAL RM-3 UNITS = 117
TOTAL ALLOWED RR UNITS = 983 (15 UNITSx65.57 ACRES)
TOTAL ALLOWED RM-3 UNITS = 127 (15 UNITSx8.50 ACRES)
TOTAL HOTEL UNITS = 40
TOTAL REQUIRED PARKING = 2,858 (20 RETREAT CENTER, 48 HOTEL, 2790 CONDO)
TOTAL REQUIRED TRAILER PARKING = 194 OF THE 2838 PARKING
PHASE 1 PROVIDED = 396 + 12 (ADA - 8 REGULAR, 4 VAN)
PHASE 2 PROVIDED = 98 + 3 (ADA - 2 REGULAR, 1 VAN)
PHASE 3 PROVIDED = 145 + 9 (ADA - 6 REGULAR, 3 VAN)
PHASE 4-27 PROVIDED = 2,219

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 THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, 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.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA, (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

NOTE: FOR CURVE TABLE & ROW CROSS-SECTIONS, SEE NEXT SHEET

TOTAL OUTDOOR PARKING PROVIDED = 1518 NOS
TOTAL INDOOR GARAGE PARKING PROVIDED = 1340 NOS
TOTAL TRAILER/RV PARKING STALLS TO BE SUPPLIED OFF SITE = 189
TOTAL DEVELOPMENT AREA = 3,226,489.20 SQ.FT. (74.07 AC)
TOTAL REQUIRED POOL AREA = 4500 SQ.FT. (4 POOLS)
TOTAL CLUB HOUSE AREA = 4000 SQ.FT. (NON-OFFICE SPACE).

LANDSCAPING REQUIRED: 1 TREE AND 2 SHRUBS FOR EACH UNIT

GEOLOGICAL SURVEY REPORT

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 $40\text{AP}/38\text{AR}$ 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 (BIEK 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 LAVA FLOW FLOWED 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 (QAEQ) TYPICALLY FORM INCISED, INACTIVE SURFACES; AS MUCH AS ABOUT 20 FEET (6 M) THICK.

GEOLOGICAL HAZARDS

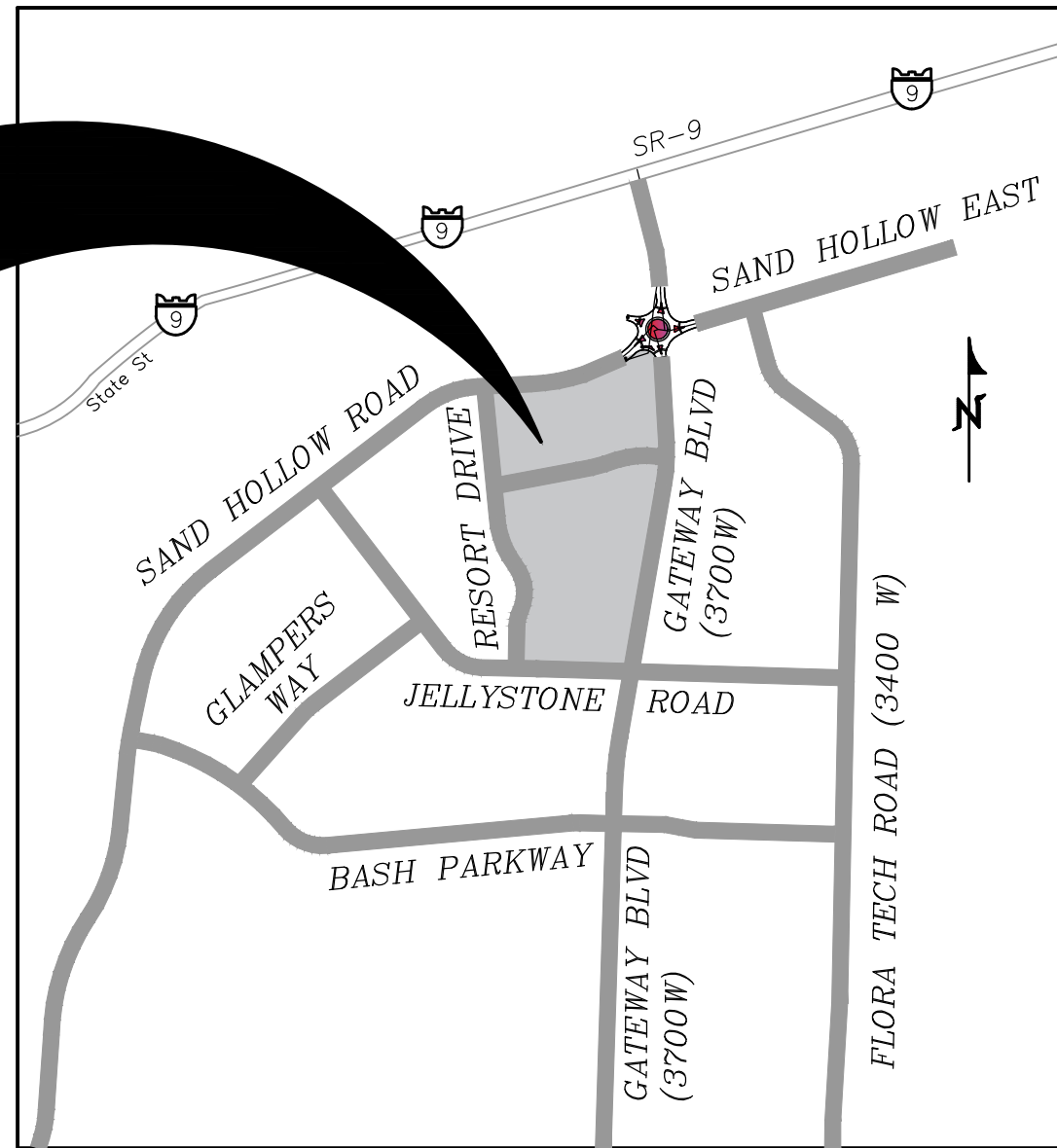
FAULTS & SURFACE FAULTING	NONE
LIQUEFACTION	H2 - HIGH2-SIMILAR IN TEXTURE TO 'HIGH' CATEGORY, NO GROUND-WATER INFORMATION
FLOODING	ZONE X-AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	NONE
ROCKFALL HAZARD	NONE
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA - CALICHE
COLLAPSIBLE SOIL	CSA-STREAM/TERRACE ALLUVIUM $\geq 3\%$
EXPANSIVE SOIL	ESM-SOILS WITH MODERATE SUSCEPTIBILITY FOR EXPANSION ESL-SOILS WITH LOW SUSCEPTIBILITY FOR EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES-SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB-BURIED: AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤ 10 FEET BENEATH SOIL COVER
WIND BLOWN SAND	WBSL-LOW: MIXED-UNIT GEOLOGIC DEPOSITS WITH WIND-BLOWN COMPONENT
SHALLOW GROUND WATER	SGW3-MODERATELY TO FREELY DRAINING SOILS WITH SEASONAL OR TRANSIENT SHALLOW GROUND WATER

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

LEGAL DESCRIPTION FOR GATEWAY AT SAND HOLLOW:

BEGINNING AT A POINT LOCATED $S88^{\circ}26'39''E$ ALONG THE SECTION LINE 1704.68 FEET AND WEST FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE $S12^{\circ}46'00''E$ 74.35 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 973.05 FEET, THROUGH A CENTRAL ANGLE OF $22^{\circ}18'02''$, (LONG CHORD BEARS: $S01^{\circ}36'59''E$ 966.92 FEET); THENCE $S09^{\circ}32'02''W$ 1608.61 FEET; THENCE $N88^{\circ}17'53''W$ 785.59 FEET; THENCE $N88^{\circ}46'40''W$ 168.73 FEET; THENCE $N01^{\circ}08'48''E$ 348.30 FEET; THENCE NORTHERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 132.81 FEET, THROUGH A CENTRAL ANGLE OF $25^{\circ}21'54''$, (LONG CHORD BEARS: $N13^{\circ}49'48''E$ 131.73 FEET); THENCE NORTHERLY ALONG THE ARC OF A 311.89 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 375.86 FEET, THROUGH A CENTRAL ANGLE OF $69^{\circ}02'50''$, (LONG CHORD BEARS: $N08^{\circ}00'40''W$ 353.53 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 415.62 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 268.59 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}01'34''$, (LONG CHORD BEARS: $N24^{\circ}01'18''W$ 263.94 FEET); THENCE $N05^{\circ}30'31''W$ 754.46 FEET; THENCE NORTHERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.17 FEET, THROUGH A CENTRAL ANGLE OF $03^{\circ}19'06''$, (LONG CHORD BEARS: $N07^{\circ}10'04''W$ 23.16 FEET); THENCE $N08^{\circ}49'37''W$ 426.79 FEET; THENCE $N08^{\circ}49'37''W$ 91.21 FEET; THENCE $N74^{\circ}46'22''E$ 744.70 FEET; THENCE $N74^{\circ}46'22''E$ 724.77 FEET; THENCE $S12^{\circ}46'00''E$ 144.15 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 3226665 SQUARE FEET OR 74.074 ACRES.

PROJECT LOCATION



VICINITY MAP

N.T.S.

OWNERS:

CONTACT REPRESENTATIVE
BRENT MOSER
TELEPHONE: (801)-793-0346
EMAIL:
ENHANCEDHOMESOFUTAH@GMAIL.COM
THEBEACHATSANDHOLLOW@GMAIL.COM

PRELIMINARY PLAT FOR:

GATEWAY AT SAND HOLLOW RESORT

LOCATED IN SECTION 1, T42S, R14W, S.L.B.#M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 11/16/2022
SCALE: 1"=150'

JOB NO.
281-012

SHEET NO.

1 OF 3

PRELIMINARY PLAT

PROVALUE ENGINEERING, INC.

Engineers - Land Surveyors - Land Planners
30 South 850 West, Suite 1
Hurricane City, Utah 84131
Phone: (435) 668-5307



SITE DATA

TOTAL UNITS = 945 (849 3 BED UNITS 96 4 BED UNITS)
TOTAL ALLOWED UNITS = 1036 (15 UNITSx69.09 ACRES)
TOTAL HOTEL UNITS = 130
TOTAL REQUIRED PARKING = 3,091 (8 STAFF, 20 RETREAT CENTER, 132 HOTEL, 2931 CONDO)
TOTAL REQUIRED TRAILER PARKING = 189 OF THE 3091 PARKING
PHASE 1 PROVIDED = 396 + 12 (ADA - 8 REGULAR, 4 VAN)
PHASE 2 PROVIDED = 98 + 3 (ADA - 2 REGULAR, 1 VAN)
PHASE 3 PROVIDED = 145 + 9 (ADA - 6 REGULAR, 3 VAN)
PHASE 4-27 PROVIDED = 855

TOTAL OUTDOOR PARKING PROVIDED = 1518 NOS
TOTAL INDOOR GARAGE PARKING PROVIDED = 1573 NOS
TOTAL TRAILER/RV PARKING STALLS TO BE SUPPLIED OFF SITE = 189

TOTAL DEVELOPMENT AREA = 3,009,525 SQ.FT. (69.09 AC)
TOTAL REQUIRED POOL AREA = 4500 SQ.FT. (4 POOLS)
TOTAL CLUB HOUSE AREA = 4000 SQ.FT. (NON-OFFICE SPACE).

LANDSCAPING: 1 TREE AND 2 SHRUBS FOR EACH UNIT

LEGAL DESCRIPTION:

COMMENCING FROM THE EAST QUARTER (1/4) CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S01°03'16"W ALONG THE EAST SECTION LINE OF SAID SECTION 11, 64.40 FEET TO THE POINT OF BEGINNING; RUNNING THENCE N47°55'05"E 64.40 FEET; THENCE N37°18'50"E 54.53 FEET; THENCE N51°22'21"E 100.00 FEET; THENCE N69°45'40"E 31.70 FEET; THENCE N51°22'21"E 151.09 FEET; THENCE S83°45'00"E 92.19 FEET; THENCE S81°22'21"W 189.55 FEET; THENCE S50°24'12"W 103.45 FEET; THENCE S50°26'32"W 51.54 FEET; THENCE S47°55'05"W

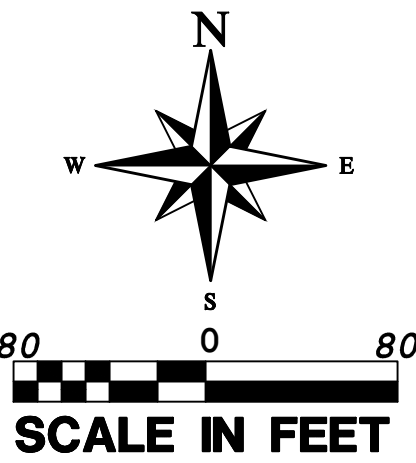
62.70 ACRES

PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT

LOCATED IN SECTION 1, T42S, R14W, S.L.B.8M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

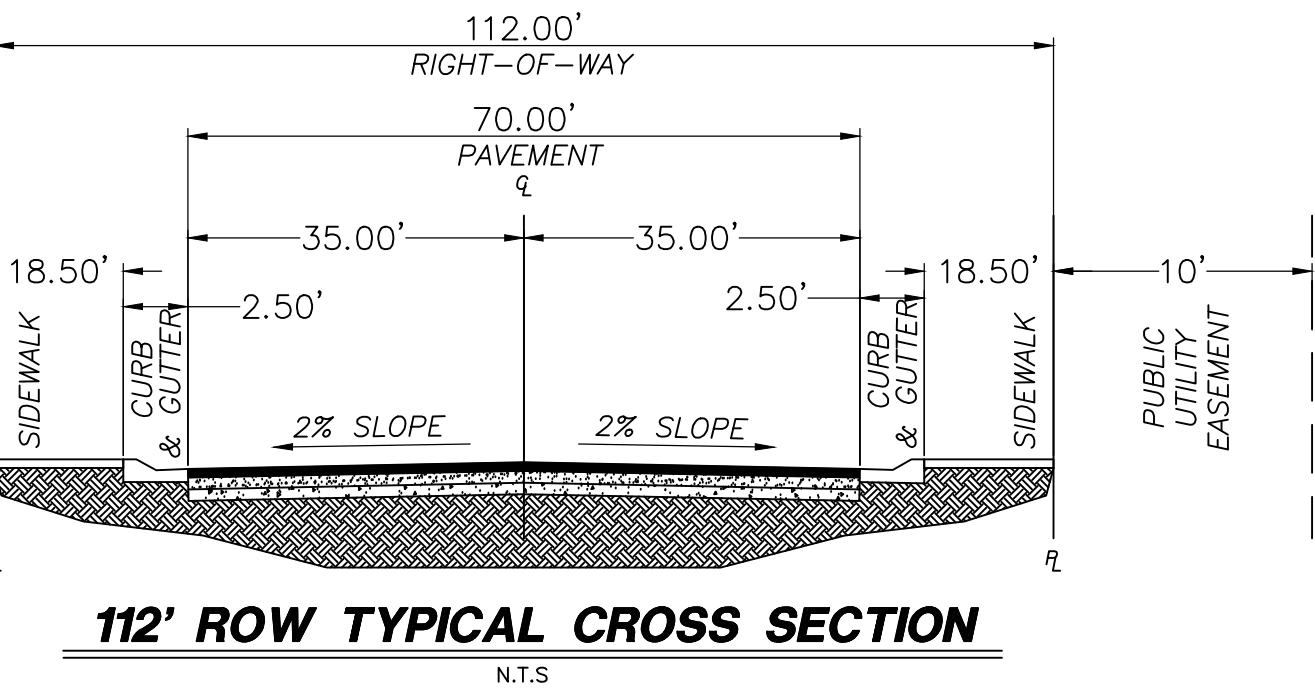
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- STREET CENTERLINE
- 10" PUBLIC UTILITY EASEMENT LINE
- EXISTING WATERLINE INSTALLED WITH OTHER PID ROAD (SIZE AS SHOWN)
- PROPOSED WATERLINE (SIZE AS SHOWN)
- PROPOSED VALVE
- PROPOSED HYDRANT
- WATER METER
- THREE WAY CLUSTER VALVE
- SECTION CORNER AS DESCRIBED
- EXISTING STRUCTURE INSTALLED WITH PID ROADS
- PROPOSED SEWER LINE
- PROPOSED MANHOLE
- EXISTING SEWER MAIN INSTALLED WITH PID ROADS



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	6.64'	25.00'	6.62'	N82°23'11"E	15°13'38"
C2	32.57'	25.00'	30.31'	N37°27'17"E	74°38'09"
C3	26.92'	100.00'	26.84'	N82°29'02"E	15°25'20"
C4	32.63'	25.00'	30.36'	N37°23'11"E	74°46'22"
C5	37.93'	25.00'	34.40'	S46°31'56"E	86°56'08"
C6	14.84'	25.00'	14.63'	N17°00'31"E	34°01'01"
C7	22.99'	25.00'	22.19'	N60°21'49"E	52°41'36"
C8	22.58'	15.00'	20.51'	N43°35'19"E	86°14'38"
C9	47.30'	29.00'	42.23'	S43°39'48"W	93°27'20"
C10	6.49'	40.00'	6.48'	N4°10'49"W	9°17'37"
C11	27.45'	474.00'	27.45'	N7°10'04"W	3°19'06"
C12	20.59'	200.00'	20.59'	S87°26'29"W	5°54'00"
C13	22.02'	15.00'	20.09'	S47°33'31"E	84°06'00"
C14	45.55'	29.00'	41.01'	N45°23'29"E	90°00'00"
C15	15.66'	10.00'	14.11'	S44°44'36"E	89°43'36"
C16	15.96'	50.00'	15.89'	S9°01'33"E	18°17'08"
C17	16.70'	15.00'	15.85'	S32°00'44"W	63°47'03"
C18	24.71'	50.00'	24.46'	S76°14'17"W	28°18'38"
C19	27.21'	233.36'	27.20'	N3°08'36"W	6°40'55"
C20	45.05'	500.00'	45.03'	S87°04'20"W	5°09'43"
C21	26.18'	100.00'	26.11'	S82°30'00"W	15°00'00"
C22	25.57'	100.00'	25.50'	S82°19'35"W	14°39'10"
C23	17.58'	415.00'	17.57'	S61°36'04"W	2°25'36"
C24	145.64'	300.00'	144.21'	S75°44'45"W	27°48'54"
C25	205.35'	415.00'	203.26'	S76°59'23"W	28°21'02"
C26	43.28'	51.22'	42.01'	S50°27'36"E	48°25'08"
C27	32.07'	479.00'	32.06'	N62°18'22"E	3°50'10"
C28	364.22'	650.00'	359.47'	S82°10'16"W	32°06'17"
C29	325.22'	483.68'	319.13'	S79°39'02"W	38°31'31"
C30	267.28'	419.68'	262.78'	N78°37'58"E	36°29'22"
C31	12.74'	100.00'	12.73'	S71°21'00"E	7°18'01"
C32	144.37'	355.68'	143.38'	S77°44'15"W	23°15'25"
C33	107.20'	63.52'	94.92'	N64°01'59"E	96°41'42"
C34	108.60'	112.40'	104.42'	N42°38'12"E	55°21'28"
C35	27.21'	25.00'	25.89'	N39°07'50"E	62°22'12"
C36	15.54'	10.00'	14.02'	N36°34'14"W	89°01'56"
C37	104.93'	100.00'	100.18'	S59°51'28"E	60°07'08"



NO	REVISIONS	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84131
Phone: (435) 668-6367



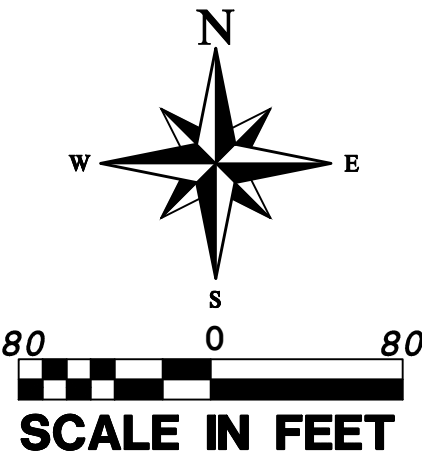
PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT
LOCATED IN SECTION 1, T42S, R14W, S.L.B.8M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 11/16/2022
SCALE: 1"=80'
JOB NO:
281-012
SHEET NO:
2 OF 3

PRELIMINARY PLAT

PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT

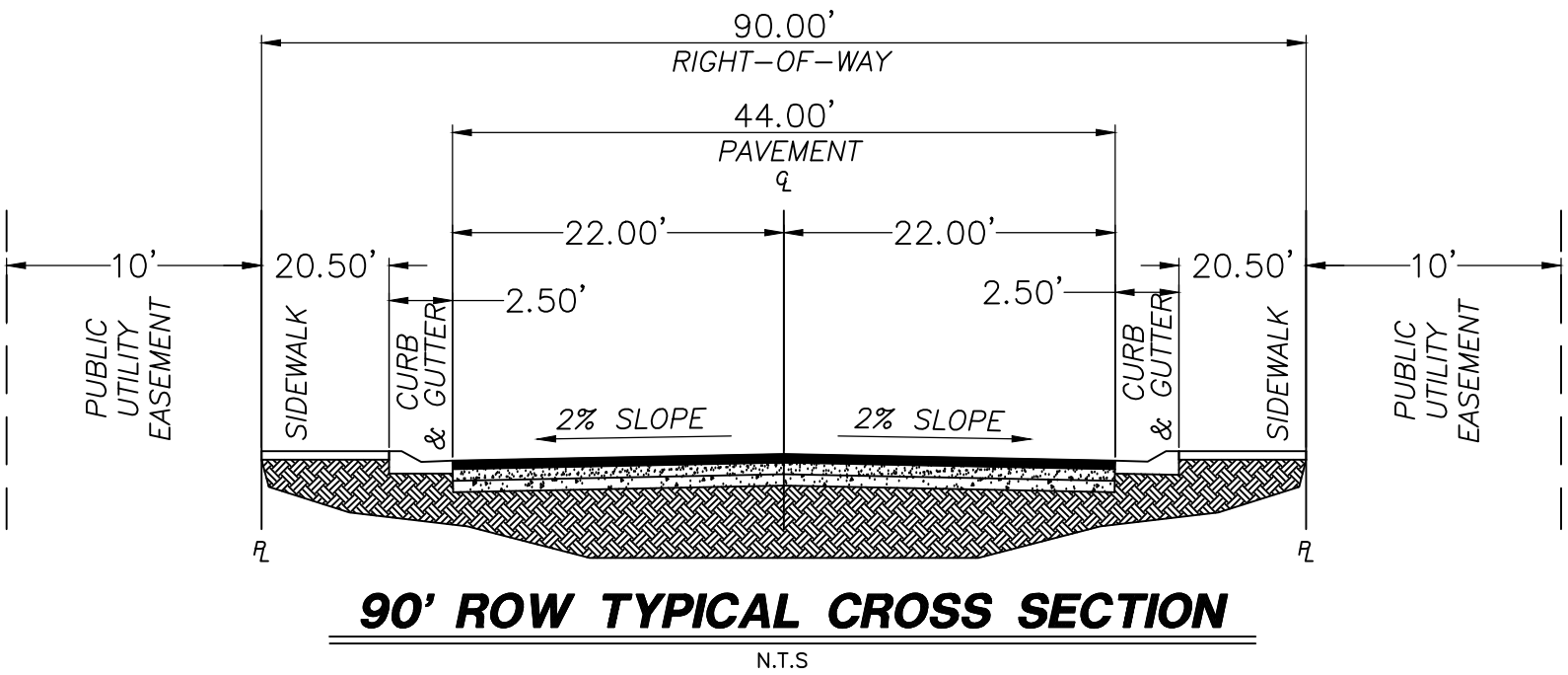
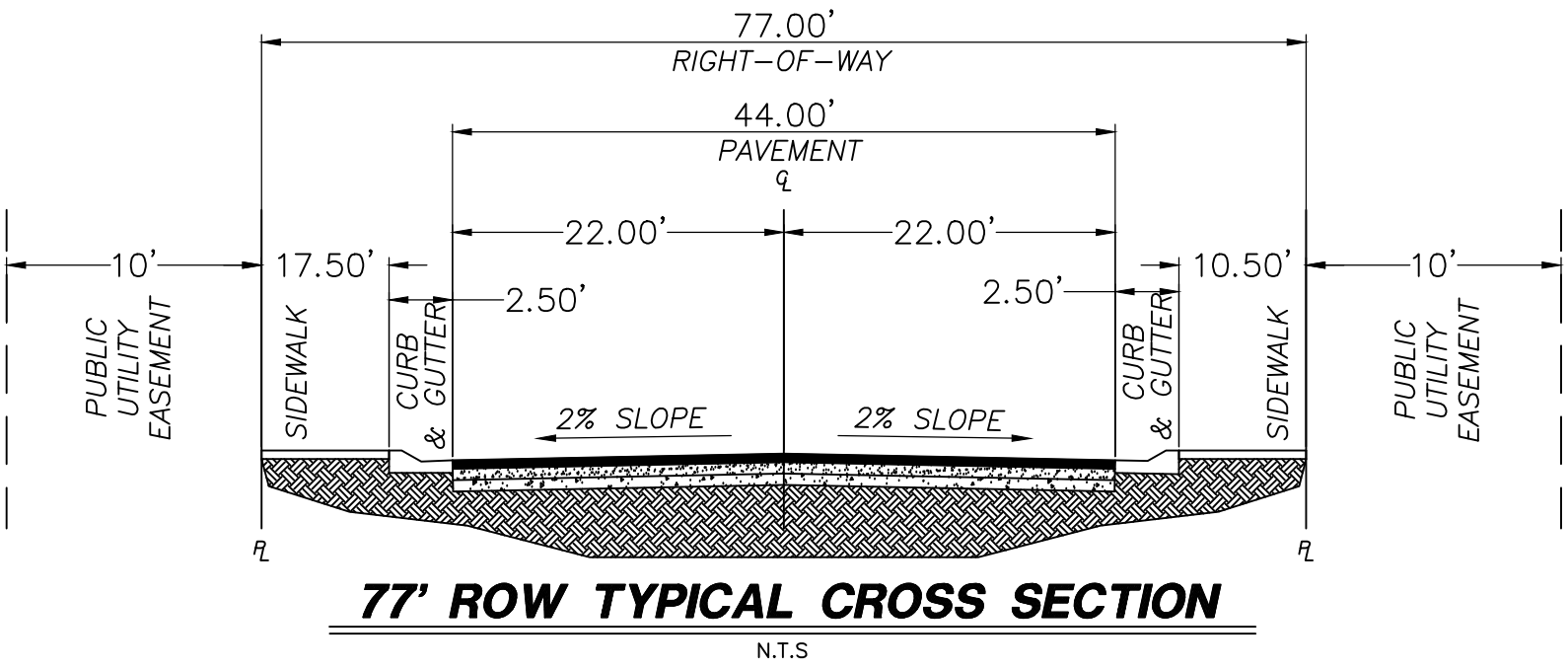
LOCATED IN SECTION 1, T42S, R14W, S.L.B.#M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



LEGEND

	PROPERTY LINE		PROPOSED SEWER LINE
	ADJACENT PROPERTY LINE		PROPOSED VALVE
	SECTION LINE		PROPOSED HYDRANT
	STREET CENTERLINE		WATER METER
	10' PUBLIC UTILITY EASEMENT LINE		THREE WAY CLUSTER VALVE
	PROPOSED WATERLINE (SIZE AS SHOWN)		SECTION CORNER AS DESCRIBED
	EXISTING SEWER MAIN INSTALLED WITH PID ROADS		PROPOSED MANHOLE
	EXISTING STRUCTURE INSTALLED WITH PID ROADS		EXISTING WATERLINE INSTALLED WITH OTHER PID ROAD (SIZE AS SHOWN)

C37	104.93'	100.00'	100.18'	S59°51'28"E	60°07'08"
C38	79.48'	150.00'	78.56'	S44°58'44"E	30°21'39"
C39	21.59'	100.00'	21.55'	S53°58'29"E	12°22'08"
C40	16.50'	100.00'	16.48'	S52°30'59"E	9°27'08"
C41	61.69'	65.00'	59.40'	S32°12'05"E	54°22'56"
C42	30.03'	36.00'	29.16'	S23°53'43"E	47°47'25"
C43	27.22'	165.00'	27.19'	S52°30'59"E	9°27'08"
C44	40.11'	34.00'	37.82'	S23°26'45"E	67°35'35"
C45	56.16'	100.00'	55.43'	S73°19'56"E	32°10'46"
C46	67.78'	100.00'	66.49'	N71°09'35"E	38°50'13"
C47	36.69'	50.00'	35.88'	N80°57'19"E	42°02'50"
C48	32.78'	100.00'	32.64'	S88°34'38"E	18°47'00"
C49	30.55'	100.00'	30.43'	S89°13'03"E	17°30'10"
C50	23.68'	15.00'	21.30'	N55°34'57"E	90°27'50"
C51	199.24'	127.50'	179.58'	S34°25'03"E	89°32'10"
C52	15.96'	50.00'	15.89'	S9°01'33"E	18°17'08"
C52	23.59'	15.00'	21.24'	N34°07'26"W	90°07'23"
C53	23.53'	15.00'	21.19'	N55°52'34"E	89°52'37"
C54	23.56'	15.00'	21.21'	S46°42'07"W	90°00'00"
C55	23.55'	15.00'	21.21'	N43°18'53"W	89°58'02"
C56	23.56'	15.00'	21.21'	S43°17'53"E	90°00'00"
C57	23.57'	15.00'	21.22'	N46°41'07"E	90°01'58"
C58	16.47'	100.00'	16.45'	S6°25'15"W	9°26'17"



REVISIONS		DATE	BY
NO.	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84131
Phone: (435) 668-5367



PRELIMINARY PLAT FOR:
GATEWAY AT SAND HOLLOW RESORT
LOCATED IN SECTION 1, T42S, R14W, S.L.B.#M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

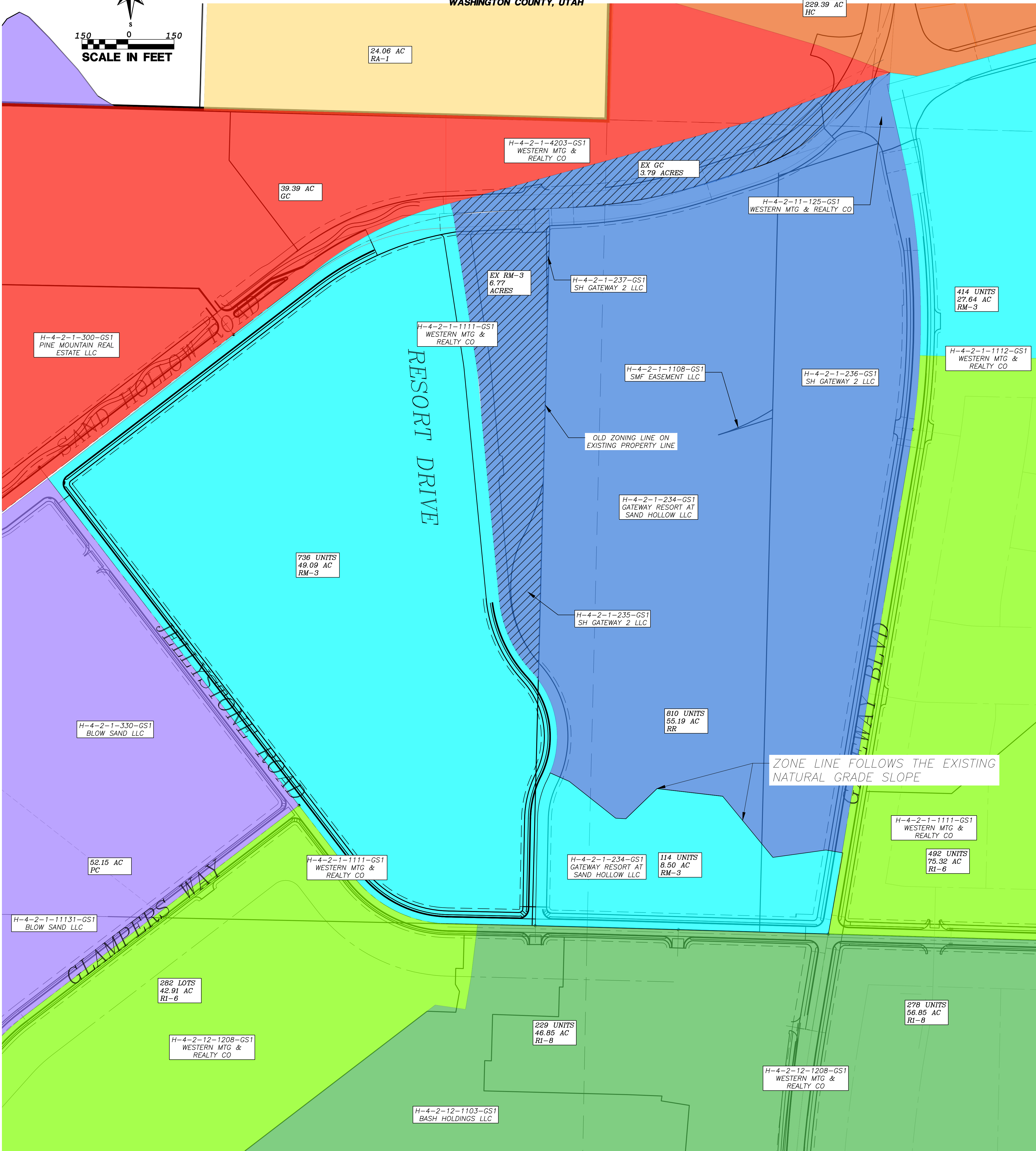
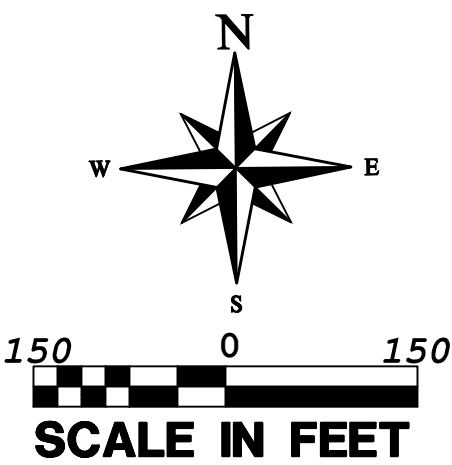
DATE: 11/16/2022
SCALE: 1"=80'

JOB NO.
281-012

SHEET NO.
3 OF 3

ZONE CHANGE MAP FOR:
GATEWAY TO SAND HOLLOW

LOCATED ON SAND HOLLOW RD, HURRICANE
WASHINGTON COUNTY, UTAH



PROPOSED ZONE LEGEND:

RR	RR: RECREATIONAL RESORT ZONE
RA-1	RA-1: RESIDENTIAL AGRICULTURE - 1 ACRE
R1-8	R1-8: RESIDENTIAL - 1 UNIT PER 8,000 SQ. FT.
R1-6	R1-6: RESIDENTIAL - 1 UNIT PER 6,000 SQ. FT.
RM-3	RM-3: MULTI-FAMILY - 15 UNITS PER ACRE
GC	GC: GENERAL COMMERCIAL
HC	HC: HIGHWAY COMMERCIAL
PC	PC: PLANNED COMMERCIAL
RM-3	RM-3: EXISTING RM-3 ZONE: 6.77 ACRES
GC	GC: EXISTING GENERAL COMMERCIAL ZONE: 3.79 ACRES

NARRATIVE

THIS ZONE ADJUSTMENT ALTERS THE ZONE BETWEEN RR AND RM-3 TO ALIGN WITH THE NEW ROAD, RESORT DRIVE. THE NEW ROADWAY PLANNED TO MEET WITH EXISTING UTILITIES AT SAND HOLLOW ROAD.

THE ZONES ON THE EAST SIDE OF RR WILL BE ALTERED TO MEET THE CHANGES MADE TO GATEWAY BOULEVARD. THE ALIGNMENT FOR GATEWAY BOULEVARD WAS ALTERED TO FOLLOW THE DIRECTION OF THE EXISTING WCWD WATER LINES.

LEGAL DESCRIPTION PARCEL H-4-2-1-1111-GS1

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S88°46'40"E 2155.28 FEET; THENCE N01°13'20"E 2345.55 FEET TO THE POINT OF BEGINNING; THENCE S15°13'38"E 39.05 FEET; THENCE S08°49'08"E 474.75 FEET; THENCE S07°31'47"E 18.28 FEET; THENCE S07°16'59"E 9.47 FEET; THENCE S05°25'22"E 162.60 FEET; THENCE S05°30'03"E 595.51 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 402.13 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 264.87 FEET, THROUGH A CENTRAL ANGLE OF 37°44'19" (LONG CHORD BEARS: S24°22'13"E 260.11 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF A 298.78 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 166.04 FEET, THROUGH A CENTRAL ANGLE OF 31°50'25" (LONG CHORD BEARS: S27°19'10"E 163.91 FEET); THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 322.41 FEET AND A RADIAL BEARING OF 57°8'28"17"W, A DISTANCE OF 223.49 FEET, THROUGH A CENTRAL ANGLE OF 39°43'04" (LONG CHORD BEARS: S08°19'49"W 219.05 FEET); THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 297.91 FEET AND A RADIAL BEARING OF 56°00'10"E, A DISTANCE OF 122.26 FEET, THROUGH A CENTRAL ANGLE OF 23°30'48" (LONG CHORD BEARS: S12°14'26"W 121.40 FEET); THENCE S00°54'19"W 15.66 FEET; THENCE S01°09'45"W 329.51 FEET; THENCE N88°45'56"W 267.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 395.92 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 356.10 FEET, THROUGH A CENTRAL ANGLE OF 51°32'01" (LONG CHORD BEARS: N82°59'58"W 344.22 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 3044.12 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 288.88 FEET, THROUGH A CENTRAL ANGLE OF 00°32'37" (LONG CHORD BEARS: N37°30'14"W 288.88 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 141882.01 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 1346.39 FEET, THROUGH A CENTRAL ANGLE OF 00°32'37" (LONG CHORD BEARS: N37°30'14"W 1346.39 FEET); THENCE N52°29'51"E 1071.18 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 253055.68822.02 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 93.60 FEET, THROUGH A CENTRAL ANGLE OF 0°00'00" (LONG CHORD BEARS: N52°29'51"E 93.60 FEET); THENCE NORTHEASTERLY ALONG THE ARC OF A 1010.62 FOOT RADIUS COMPOUND CURVE TO THE RIGHT A DISTANCE OF 432.93 FEET, THROUGH A CENTRAL ANGLE OF 24°32'40" (LONG CHORD BEARS: N64°46'11"E 429.63 FEET); THENCE S15°13'38"E 39.05 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 2,152,132 SQUARE FEET OR 49.406 ACRES.

LEGAL DESCRIPTION NORTH PORTION OF PARCEL # H-4-2-1-234-GS1

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°46'40"E ALONG THE SOUTH SECTION LINE, 2155.29 FEET; THENCE N01°13'20"E 2345.55 FEET TO THE POINT OF BEGINNING; THENCE N74°46'22"E 1018.35 FEET; THENCE N70°40'59"E 476.56 FEET; THENCE S03°28'39"W 65.85 FEET; THENCE S12°40'08"E 209.57 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 2177.04 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 208.73 FEET, THROUGH A CENTRAL ANGLE OF 03°29'36" (LONG CHORD BEARS: S09°55'20"E 208.65 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 2763.17 FOOT RADIUS COMPOUND CURVE TO THE RIGHT A DISTANCE OF 444.57 FEET, THROUGH A CENTRAL ANGLE OF 09°13'06" (LONG CHORD BEARS: S02°33'59"E 444.09 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 2049.05 FOOT RADIUS COMPOUND CURVE TO THE RIGHT A DISTANCE OF 243.02 FEET, THROUGH A CENTRAL ANGLE OF 06°47'43" (LONG CHORD BEARS: S05°26'26"W 242.88 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 68602.63 FOOT RADIUS COMPOUND CURVE TO THE RIGHT A DISTANCE OF 1397.54 FEET, THROUGH A CENTRAL ANGLE OF 01°10'02" (LONG CHORD BEARS: S09°25'19"W 1397.51 FEET); THENCE N80°30'57"W 55.60 FEET; THENCE S82°06'53"W 174.55 FEET; THENCE N39°23'28"W 257.55 FEET; THENCE N83°20'16"W 215.19 FEET; THENCE S46°00'18"W 141.54 FEET; THENCE N86°39'21"W 32.86 FEET; THENCE N51°34'26"W 192.64 FEET; THENCE N66°00'28"W 68.15 FEET; THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 322.41 FEET AND A RADIAL BEARING OF N68°26'25"W, A DISTANCE OF 186.19 FEET, THROUGH A CENTRAL ANGLE OF 33°05'18" (LONG CHORD BEARS: N05°00'56"E 183.61 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 298.78 FEET AND A RADIAL BEARING OF 57°8'36'03"W, A DISTANCE OF 166.04 FEET, THROUGH A CENTRAL ANGLE OF 31°50'25" (LONG CHORD BEARS: N27°19'10"W 163.91 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 402.13 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 264.87 FEET, THROUGH A CENTRAL ANGLE OF 37°44'19" (LONG CHORD BEARS: N24°22'13"W 260.11 FEET); THENCE N05°30'03"W 595.51 FEET; THENCE N05°25'22"W 162.60 FEET; THENCE N07°16'59"W 9.47 FEET; THENCE N07°31'47"W 18.28 FEET; THENCE N08°49'08"W 474.75 FEET; THENCE N15°13'38"W 39.05 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 2,870,604 SQUARE FEET OR 65.900 ACRES.

LEGAL DESCRIPTION SOUTH PORTION OF PARCEL # H-4-2-1-234-GS1

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°46'40"E ALONG THE SOUTH SECTION LINE, 2482.68 FEET TO THE POINT OF BEGINNING; THENCE N01°09'45"E 329.51 FEET; THENCE N00°54'19"E 15.66 FEET; THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 297.91 FEET AND A RADIAL BEARING OF S89°30'58"E, A DISTANCE OF 122.26 FEET, THROUGH A CENTRAL ANGLE OF 23°30'48" (LONG CHORD BEARS: N12°14'26"E 121.40 FEET); THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 322.41 FEET AND A RADIAL BEARING OF N61°48'39"W, A DISTANCE OF 37.30 FEET, THROUGH A CENTRAL ANGLE OF 06°37'46" (LONG CHORD BEARS: N24°52'28"E 37.28 FEET); THENCE S66°00'28"E 68.15 FEET; THENCE S51°34'26"E 192.64 FEET; THENCE S86°39'21"E 32.86 FEET; THENCE N46°00'18"E 141.54 FEET; THENCE S83°20'16"E 215.19 FEET; THENCE S39°23'28"E 257.55 FEET; THENCE N82°06'53"E 174.55 FEET; THENCE S80°30'57"E 55.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 68602.63 FEET AND A RADIAL BEARING OF N79°59'40"W, A DISTANCE OF 268.40 FEET, THROUGH A CENTRAL ANGLE OF 00°13'27" (LONG CHORD BEARS: S10°07'03"W 268.40 FEET); THENCE N88°22'59"W 954.32 FEET TO THE POINT OF BEGINNING.

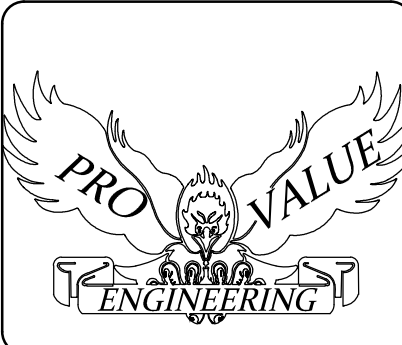
AREA CONTAINS 370,654 SQUARE FEET OR 8.509 ACRES.

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ZONE CHANGE MAP

1 OF 1
SHEET NO.
316-005
JOB NO.
DATE: 11/8/2012
SCALE: 1"=50'

ZONE CHANGE MAP FOR:
GATEWAY TO SAND HOLLOW
SAND HOLLOW RD
HURRICANE, WASHINGTON COUNTY, UTAH



PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
28 South 850 West, Suite 1
Hurricane City, Utah 84713
Phone: (435) 668-8301

REVISIONS			
NO	DESCRIPTION	DATE	BY

January 11, 2023

Hurricane City
Via email

Subject: Trailer Parking at Gateway at Sand Hollow Resort Phases 1-3

To whom it may concern,

The Gateway at Sand Hollow Resort project lies within a Recreational Resort (RR) zone. RR zoning requires that this project provide one vehicular parking space for each bedroom and one trailer stall for every five units. Hurricane City staff have recently informed us that the information on the plans is confusing and does not clearly define the location of the trailer parking. This letter is to answer questions from the staff, the planning commission, and the city council. The current set of construction drawings for this resort is divided up into three phases. Each phase includes a building, surrounding infrastructure, and roadway/parking improvements. The current plan requires and provides for the following parking stalls shown in the table below.

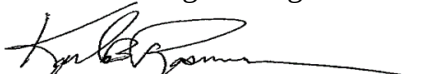
Parking Information for Phases 1-5

Phase	Total Parking Stalls Required	Total Single Stalls Provided	Total Double Stalls Provided	Total Parking Provided	Required Trailer Stalls	Total Possible Trailer Stalls Provided
1	306	218	96 (192)	410	20	96
2	108	70	24 (48)	118	6	24
3	243	96	54 (108)	204	16	54
TOTAL	657	384	174 (348)	732	32	174

Trailers will park on double stalls. The plan is to double count the required parking stalls with required trailer stalls (e.g. one trailer will take two parking stalls when used). A total of 32 trailers stalls are required. That means that 64 single stalls may be used for trailer parking. For now, the provided parking numbers within the first three phases indicate that 732 stalls are available while only 657 (732 if the trailer parking were to be counted separately) parking stalls are required. These numbers show that this project currently has an excess of 75 (11 with the trailer parking counted separately) parking stalls for these five phases. While these five phases are under construction, the remaining phases will be designed. There will also be a traffic study carried out by a traffic engineer to determine what the actual required parking for all phases will be. As for now, the project's parking requirements will be met for phases 1-3.

If there are any questions, please call me at (435) 680-0816.

Sincerely,
ProValue Engineering



Karl B. Rasmussen, P.E.



STAFF COMMENTS

Consideration and possible approval of an **amended final plat for Hurricane Industrial Park Lot 24, located at 2430 W 350 N**. Darryl Zitting Applicant. Ryan Scholes Agent.

Discussion:

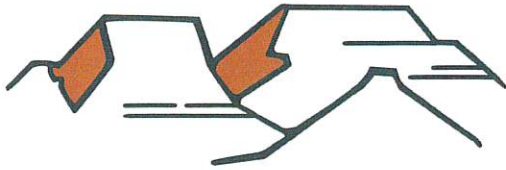
The applicant has applied to amend the final plat for Hurricane Industrial Park to remove the Public Utility Easement on Lot 24. This subdivision was designed with public utility easements on all lot lines, which is no longer city standard. This will allow the applicant to build right up to the property line without infringing on the PUE. The Planning Commission gave a positive recommendation.

Findings:

Recommendation:

Attachments:

1. 2023-AFP-02 App
2. 2023-AFP-02 Plans
3. 2023-AFP-02 Hurricane Industrial Park Lot 24



HURRICANE CITY UTAH

147 N 870 W Hurricane UT 84737
PHONE: 435.635.2811 FAX: 435.635.2184

AMENDED FINAL PLAT APPLICATION

For Office Use Only: \$150 Fee

File No. 2023-AFP-02

Receipt No. 8-164666

Name: DARRYL ZITTING Telephone: 435-229-9714

Address: 2430 W 350 N, HURRICANE UT 84737 Fax No. _____

Email: DARRYL.Z@WITTINGINNOVATION.COM Agent Email: RYANSCHOLES@ALPHAENGINEERING.COM

Agent (If Applicable): RYAN SCHOLES Telephone: 435-628-6500

Address/Location of Subject Property: _____
2430 WEST 350 NORTH

Tax ID of Subject Property: H-HIP-24-RD Number of Lots: 1

Subdivision Name: HURRICANE INDUSTRIAL PARK Phase: N/A

Submittal Requirements:

- a. 1 – 11x17 plat map
- b. Postage Stamps for all property owners within 250 feet of the property boundaries of the proposed amendment.

1. The final plat shall show:

- _____ a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- _____ b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- _____ c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- _____ d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- _____ e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.

- ____ f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.
- ____ g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County, or other official monuments.
- ____ h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).
- ____ i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.
- ____ j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
- ____ k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition, the final plat shall contain the standard forms for the following:

- ____ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers, and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. Plat must be signed and stamped by the licensed surveyor prior to final plat submittal.
- ____ b. The owner's certificate of dedication of all streets, roads, rights-of-way, or other parcels intended for the use and benefit of the general public.
- ____ c. Mortgagee or other lien holder's Consent to Record, if applicable.
- ____ d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.
- ____ e. Certificate of approval of Ash Creek Special Service District.
- ____ f. Certificate of approval of the City Engineer.
- ____ g. Certificate of approval of the City Council, as evidenced by the signature of the mayor
- ____ h. Certificate of approval as to form executed by the City Attorney.
- ____ i. A one and one-half inch by five-inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. Other Information Required: The following information or documentation shall be submitted:

- _____a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full
- _____b. An original copy for Staff reviews of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.
- _____c. Title report, updated within 30 days, for the property being subdivided.
- _____d. A disk of the final plat prepared in 'Auto-Cad'

Application Process: The following steps occur:

1. A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department.
2. A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will redline the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review.
3. A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council
2. One disk of the final plat provided in 'Auto Cad' format – one for the County Recorder.
3. Review of the title report by the City Attorney.
4. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent.
 - a. The City Attorney is the last signer of the mylar just prior to recordation.
5. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&Rs should submit a copy of the CC&R's to the Planning Staff for review at the time the plat amendment is submitted.

Note: It is important that all applicable information is submitted with the application at least 10 days prior to the Planning Commission meeting. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second and fourth Thursday of each month at 6:00 p.m. A deadline missed due to an incomplete application could result in a delay.

***An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure.

(Office Use Only)

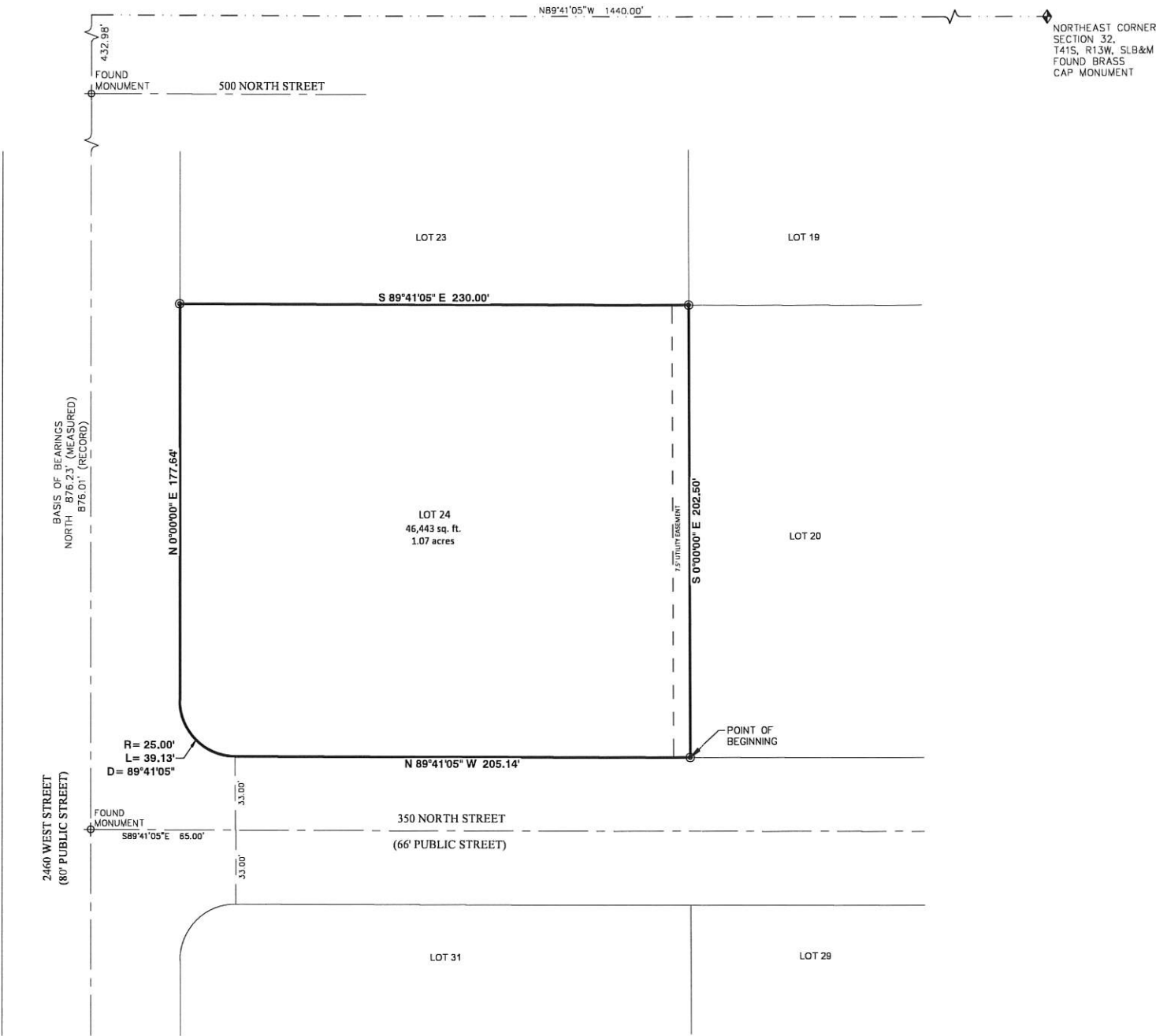
Date Received: _____ Application Complete: YES ☐ NO ☐

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

TAX_ID	FIELD5	FIELD6	FIELD8	FIELD9	FIELD10
H-HIP-15-A-RD	MTKJ LLC	328 S 1150 W	HURRICANE	UT	84737
H-HIP-24-RD	BAGSHOT ROW LLC	2430 W 350 N	HURRICANE	UT	84737
H-HIP-29-A-RD	REEVE CHARLES & CHERYL	559 S 400 W	HURRICANE	UT	84737-2210
H-HIP-19-A-1-RD	FLINT PROPERTIES LLC	PO BOX 711519	SALT LAKE CITY	UT	84171-1519
H-HIP-31-RD	CASTLE VALLEY STONE LLC	2421 W 350 N	HURRICANE	UT	84737
H-DFT-1-37-RD	DIXIE VACATION RENTALS LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-HIP-19-B-RD	R I BARON LC	1915 E CHARLESTON LN	SALT LAKE CITY	UT	84121
H-HIP-23-RD	SEMM HOLDINGS LLC	515 S 60 E	HURRICANE	UT	84737
H-DFT-1-35-RD	DIXIE VACATION RENTALS LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-DFT-1-OPEN-RD	JACI PROPERTIES LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-HIP-18-RD	OCEAN & HOLLISTER LLC	460 N 2460 W	HURRICANE	UT	84737
H-DFT-1-39-RD	DIXIE VACATION RENTALS LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-HIP-27-RD	RFG LLC	331 N 2260 W	HURRICANE	UT	84737
H-DFT-1-36-RD	DIXIE VACATION RENTALS LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-3-1-32-1410-RD	S & B BLAKE STORAGES LLC SERIES - SKY MOUNTAIN STORAGE	4 S 2600 W STE #4	HURRICANE	UT	84737
H-HIP-22-RD	OCEAN & HOLLISTER LLC	460 N 2460 W	HURRICANE	UT	84737
H-DFT-1-38-RD	DIXIE VACATION RENTALS LLC	PO BOX 1516	WASHINGTON	UT	84780-1516
H-HIP-30-A-RD	HEATON ALVIN D & LARUE S	210 W 300 N	HURRICANE	UT	84737-2037

HURRICANE INDUSTRIAL PARK PARTIAL AMENDMENT "A" LOT 24

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 41 SOUTH, RANGE 13 WEST, SLB&M.
HURRICANE CITY, UTAH



NOTES

EASEMENTS
7.5 FOOT WIDE UTILITIES AND DRAINAGE EASEMENTS ARE
LOCATED ALONG THE EAST PROPERTY LINE.

THE BASIS OF BEARING IS NORTH ALONG THE CENTERLINE
OF 2460 WEST STREET BETWEEN FOUND CENTERLINE
MONUMENTS LOCATED IN 350 NORTH STREET AND 500
NORTH STREET.

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDED PLAT IS TO REMOVE THE
PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY
LINE OF LOT 24, HURRICANE INDUSTRIAL PARK.
NO OTHER CHANGES TO THE ORIGINAL PLAT OF
HURRICANE INDUSTRIAL PARK RECORDED AS DOCUMENT
211872 IS INTENDED.

LEGEND

- SECTIONAL MONUMENTATION
- CLASS 1 (RING & LID) TO BE SET WITH THIS PLAT
- SPECIFIES PROPERTY CORNER MONUMENT
- SPECIFIES PROPERTY CORNER MONUMENT TO BE SET
(NAG NAIL IN TBC ON PROPERTY LINE PROJECTION.
- CENTERLINE
- EASEMENT LINE

1827-01 AMENDED PLAT.DWG (DECEMBER 2022)

ALPHA
ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

SURVEYOR'S CERTIFICATE

I, SCOTT P. WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 174919, HOLD A LICENSE IN
ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING
ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH
SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT.
MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

HURRICANE INDUSTRIAL PARK PARTIAL AMENDMENT "A" LOT 24
AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO A LOT AND EASEMENTS, AND SAME HAS BEEN
CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, HURRICANE INDUSTRIAL PARK, RECORDED AS
DOCUMENT 211872 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, AND RUNNING THENCE NORTH
89°41'05" WEST 205.14 FEET ALONG THE NORTH RIGHT OF WAY LINE OF 350 NORTH STREET TO THE BEGINNING OF A
CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 39.13 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 89°41'05"; THENCE NORTH 177.64 FEET ALONG THE EAST RIGHT OF WAY LINE OF 2460
WEST STREET TO THE SOUTHWEST CORNER OF LOT 23 OF SAID HURRICANE INDUSTRIAL PARK; THENCE SOUTH 89°41'05"
EAST 230.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE SOUTH 202.50 FEET TO THE POINT OF
BEGINNING.

CONTAINS 1.07 ACRES, MORE OR LESS.



SCOTT P. WOOLSEY
P.L.S. 174919

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT
OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO A LOT AND EASEMENTS TO BE HEREAFTER
KNOWN AS:

HURRICANE INDUSTRIAL PARK PARTIAL AMENDMENT "A" LOT 24
DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS
INTENDED FOR PUBLIC USE AS PUBLIC UTILITY EASEMENTS. ALL PARCELS, LOTS, STREETS, AND EASEMENTS
ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO HURRICANE
CITY, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF
ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUT HANDS THIS _____ DAY OF _____, 20__

BAGSHOT ROW LLC

By:
TITLE:

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____, A.D. 20__, PERSONALLY APPEARED
THE _____ OF BAGSHOT ROW, LLC, BY AUTHORITY OF ITS ARTICLES OF
ORGANIZATION, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC (SIGNATURE) _____
NO STAMP REQUIRED (UTAH CODE 46-1-16(6))

FINAL PLAT OF

HURRICANE INDUSTRIAL PARK
PARTIAL AMENDMENT "A" LOT 24

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL
I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 2023.	I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this _____ day of _____, 2023.	Approved as to Form, this the _____ day of _____, A.D. 2023.	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.	I, Washington County Treasurer, certify on this _____ day of _____, A.D. 2023 that all taxes, special assessments, and fees due and owing on this subdivision Final Plat have been paid in full.
 SUPERINTENDENT ASH CREEK SPECIAL SERVICE DISTRICT	 City Engineer Hurricane City	 City Attorney Hurricane City	 Mayor Hurricane City	 Washington County Treasurer
	 Date	 Attest: City Recorder Hurricane City		 Washington County Recorder



STAFF COMMENTS

Agenda Date:	01/19/2022
Application Number:	2023-AFP-02
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Darryl Zitting
Agent:	Ryan Scholes
Request:	Approval of an Amended Final Plat
Location:	2430 W 350 N
Zoning:	M-1
General Plan Map:	Light Industrial/Business

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to staff and JUC comments.

Discussion: The applicant has applied to amend the final plat for Hurricane Industrial Park to remove the Public Utility Easement on Lot 24. This subdivision was designed with public utility easements on all lot lines, which is no longer city standard. This will allow the applicant to build right up to the property line without infringing on the PUE.

JUC Comments

Due to the holidays, only a preliminary review was able to be done in time to get this report delivered. Planning staff will update this report if new information arises before the meeting.

1. **Public Works:** No comments.
2. **Power:** No comments
3. **Water:** No comments
4. **Streets:** No comments
5. **Sewer:** No comments
6. **Engineering:** No comments.
7. **Fire:** No comments
8. **Cable:** No utilities in the easement
9. **Phone:** No utilities in the easement
10. **Gas:** No comments

Staff Comments

1. The plat does meet amended final plat standards contained in [Utah Code 10-9a-608](#). Subdivision Amendments, updated in 2022. The following are the key items:

- a. Depicts only the portion of the subdivision that is proposed to be amended.
 - b. Includes a plat name distinguishing the amended plat from the original plat
 - c. Describe the differences between from the original plat.
 - d. Includes references to the original plat.
2. The Final Plat needs a full review by the City Engineering Department for surveying details.
3. Hurricane City GIS shows no utilities in the public utility easement, however it does not have all the utilities on it.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend approval subject to staff and JUC comments.





STAFF COMMENTS

Ordinance 2023-ZC-02: Consideration and possible approval of a **Zone Change Amendment request located at approximately 2445 W 2890 S** to readjust the underlying zones within the existing PDO, planned development overlay, to allow housing to fit better within the PDO, which would result in moving the M-1, light industrial, zone boundary to the West and expanding the R1-10, residential one unit per 10,000 square feet, zone. Molly View LLC-Richard Wedig Applicant. Pro Value Engineering-Karl Rasmussen Agent.

Discussion:

The applicant is seeking zone change on 4.146 acres within the already approved Balance of Nature (BoN Gardens) development to realign the zoning boundaries within their development. This will bring the zoning boundary more in line with what was originally approved. This will add more space for their approved Liberty Village concept. The applicant is not asking to modify the number of units or any of the proposed uses within the development, but to realign the boundary. The Planning Commission gave a positive recommendation subject to staff and JUC comments.

Findings:

Recommendation:

Attachments:

1. Ordinance 2023-ZC-02 Balance of Nature Update
2. 2023-ZC-01 App
3. 2023-ZC-01 Plan
4. 2023-ZC-01 Balance of Nature
5. C of Hurricane Development Agreement-1-13-23
6. Preliminary Master Utilities Plan (1)
7. Phasing Plan (1) (1)

ORDINANCE NO 2023-ZC-02

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3373-NP-BL FROM M-1 TO R1-10 PDO

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 provided commercial development; and

WHEREAS, the proposed amendment will have an impact on the area, however, that impact will not change from the current approved zoning and master plan; and

WHEREAS, the proposed zoning realignment will not substantially effect the approved preliminary site plan; and

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

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

1. That Parcel H-3373-NP-BL be rezoned as shown in Exhibit A

PASSED AND APPROVED on this 19th day of January 2023.

Hurricane City

Mayor

Attest:

Cindy Beteag, City Recorder

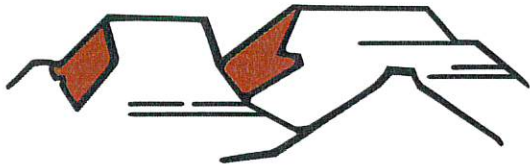
The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 19th day of January 2023. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

EXHIBIT A

PRELIMINARY SITE PLAN



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. 2023-2C-01

Receipt No. 8-164646

Name: Mollys View LLC
Contact: Richard Wedig (Balance of Nature) Telephone: 435-229-4878

Address: 568 S RIVER RD STE 200
SAINT GEORGE, UT 84790-2291 Fax No. _____

Email: promedmgt@gmail.com Agent Email: karl@pv-eng.com; treasa@pv-eng.com

Agent (If Applicable): ProValue Engineering- Karl Rasmussen Telephone: 435-668-8307

Address/Location of Subject Property: Approx. 2445 W 2890 S

Tax ID of Subject Property: H-3373-NP Existing Zone District: R1-10 & M-1

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

Is to allow some of the houses and buildings to better fit within the planned lots by making it a PDO. It's to fix the previous boundary of M-1 and move it back to the West.

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: _____

Warranty Deed Page 1 of 3

Russell Shirts Washington County Recorder

09/01/2020 02:49:13 PM Fee \$40.00 By

SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Molly's View, LLC, a Nevada limited liability company

4730 S. Fort Apache Rd., Ste. 300
Las Vegas, NV 89147
**SOUTHERN UTAH
TITLE COMPANY**
 "Doing good Deeds for over 70 years"
 stlc.com

Order No. 212574 - EFP

Tax I.D. No. H-3373-NP

Space Above This Line for Recorder's Use

WARRANTY DEED
Hurricane Land, LLC, a Nevada Limited Liability Company, grantor(s), of Las Vegas, County of Clark, State of NV, hereby **CONVEY** and **WARRANT** to

Molly's View, LLC, a Nevada limited liability company, grantee(s) of Las Vegas, County of Clark, State of Nevada, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

The South One-Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and North One-Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 17, Township 42 South, Range 13 West, Salt Lake Base and Meridian.
See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 28th day of August, 2020.

Hurricane Land, LLC, a Nevada Limited Liability Company

By: Al Fasano

Al Fasano, Authorized Agent

STATE OF ~~Utah~~ NY)

:ss.

COUNTY OF ~~Washington~~ Nassau)

On the 28th day of August, 2020, personally appeared before me, Al Fasano, who being by me duly sworn, did say that he/she is the Authorized Agent of Hurricane Land, LLC, a Nevada Limited Liability Company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Al Fasano acknowledged to me that said limited liability company executed the same.

Wayne Ulrich
 NOTARY PUBLIC

My Commission Expires:

 WAYNE ULRICH
 Notary Public, State of New York
 No. 01UL9411880

 Qualified in Nassau County
 Commission Expires Sept 30 2022

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Hurricane Land, LLC, a Nevada Limited Liability Company
 Grantee: Molly's View, LLC, a Nevada limited liability company
 Tax ID Number(s): H-3373-NP

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

Important Notes
(see other side)

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 Rights 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 Shares 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: Hurricane Land, LLC, a Nevada Limited Liability Company

Al Fasano

Al Fasano, Authorized Agent

Grantee's Acknowledgment of Receipt: Molly's View, LLC, a Nevada limited liability company

Lance Kerness, Manager

Grantee's Address: 4730 S. Fort Apache Rd., Ste. 300, Las Vegas, Nevada 89147

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Hurricane Land, LLC, a Nevada Limited Liability Company

Grantee: Molly's View, LLC, a Nevada limited liability company

Tax ID Number(s): H-3373-NP

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

Important Notes
(see other side)

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 Rights 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 Shares 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: Hurricane Land, LLC, a Nevada Limited Liability Company

Al Fasano, Authorized Agent

Grantee's Acknowledgment of Receipt: Molly's View, LLC, a Nevada limited liability company

Nate Hadley

Nate Hadley, Authorized Agent

Grantee's Address: 4730 S. Fort Apache Rd., Ste. 300, Las Vegas, Nevada 89147

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the City's General Plan.
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The extent to which the proposed amendment may adversely affect adjacent property, and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and wastewater and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

MOLLYS VIEW LLC
H-3373-NP-BL
1568 S RIVER RD STE 200
SAINT GEORGE, UT 84790-2291

CASSINAT JOHN & JAN
H-3347-A-BL
533 N 800 W
PROVO, UT 84601

WRIGHT DAVID BURKE & KERRI M
H-3372
PO BOX 86
GARRISON, UT 84728-0086

WASHINGTON COUNTY WATER CONSERV DIST
H-3376-A
533 WATER WORKS WAY
SAINT GEORGE, UT 84770

WASHINGTON COUNTY WATER CONSERV DIST
H-3375
533 WATER WORKS WAY
SAINT GEORGE, UT 84770

SANDALE INV LC
H-3345-BL
1819 S RHYOLITE LN
SAINT GEORGE, UT 84790

EARL ZARBOCK LTD FAM PTSHP
H-3347-B-1
PO BOX 901122
SANDY, UT 84090

SANDALE INV LC
H-3346-BL
1819 S RHYOLITE LN
SAINT GEORGE, UT 84790

MILLS GLEN H TR, ET AL
H-3374-B
303 W 800 N # 5
CLEARFIELD, UT 84015

LOWE LAND BL LLC
H-3373
1038 E 760 N
OREM, UT 84097



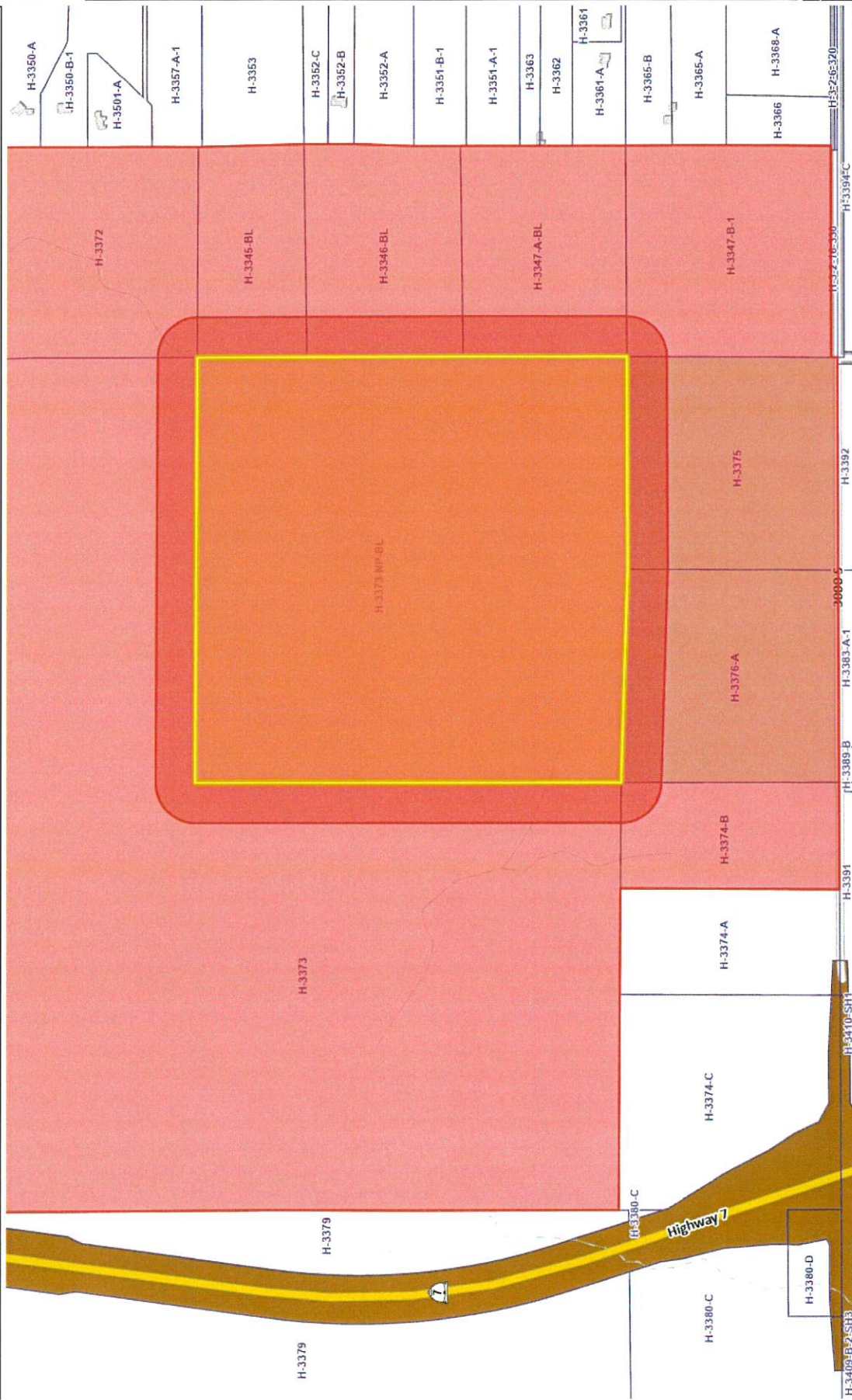
Mailing List



Legend

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shivwits Reclamation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipality Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim



WGS_1984_Web_Mercator_Auxiliary_Sphere

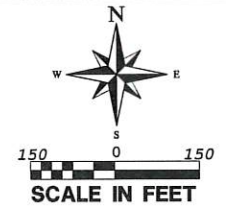
DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land lease and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

Notes

MOLLY'S VIEW LLC
1568 S. RIVER ROAD
ST. GEORGE, UT 84790

LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

_____ PROPERTY LINE
 _____ ADJACENT PROPERTY LINE
 _____ SECTION LINE
 ◆ SECTION CORNERS



ENTIRE PARCEL LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°04'40"E, ALONG THE QUARTER SECTION LINE 1321.37 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION; THENCE N01°04'40"E ALONG THE QUARTER SECTION LINE, 1322.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S88°55'19"E ALONG THE SIXTEENTH LINE, 2629.96 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S01°02'06"W ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE S01°02'13" ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE N88°57'47"W ALONG THE SIXTEENTH LINE, 2631.90 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 6,953,936 SQUARE FEET OR 159.640 ACRES

PARCEL LEGAL DESCRIPTION: M-1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE N01°02'11"E ALONG THE QUARTER SECTION LINE, 894.38 FEET;
THENCE N30°35'24"E 206.36 FEET; THENCE N59°24'36"W 424.52 FEET;
THENCE N88°48'29"W 677.65 FEET;
THENCE S01°04'40"W 1285.11 FEET TO THE SIXTEENTH SECTION LINE;
THENCE S88°57'47"E ALONG SAID LINE, 946.09 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,205,901 SQUARE FEET OR 27.684 ACRES.

PARCEL LEGAL DESCRIPTION PDO: R1-10

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°01'13"E ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE POINT OF BEGINNING;

THENCE N88°57'47"W ALONG THE SIXTEENTH SECTION LINE, 1685.81 FEET;
THENCE N01°02'11"E 894.38 FEET; THENCE N30°35'24"E 206.36 FEET;
THENCE N59°24'38"W 424.52 FEET; THENCE N88°48'29"W 677.65 FEET TO THE QUARTER SECTION
LINE; THENCE N01°04'40"E ALONG SAID LINE, 36.26 FEET TO THE CENTER QUARTER CORNER OF
SECTION 17;
THENCE N01°04'40"E ALONG THE QUARTER SECTION LINE, 1322.71 FEET TO THE NORTHWEST
CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;
THENCE S88°55'19"E ALONG THE SIXTEENTH LINE, 2629.96 FEET TO THE NORTHEAST CORNER OF
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;
THENCE S01°02'06"W ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE EAST QUARTER
CORNER OF SAID SECTION;
THENCE S01°02'13" ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE SOUTHEAST CORNER
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE POINT OF
BEGINNING.

AREA CONTAINS 5,748,035 SQUARE FEET OR 131.957 ACRES.

CENTER QUARTER
CORNER OF SECTION 17,
TOWNSHIP 42 SOUTH,
RANGE 13 WEST,
OF THE SALT LAKE
BASE & MERIDIAN

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C17	51.58'	100.00'	51.01'	S15°48'49"W	29°33'12"

[illegible]

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84731
Phone: (435) 668-8307



ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE
LOCATED IN SECTION 17, T42S, R13W, S14B, 4TH.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 12/19/2022
SCALE: 1"=150'

JOB NO.
659-001

SHEET NO:
1 OF 1

659-001

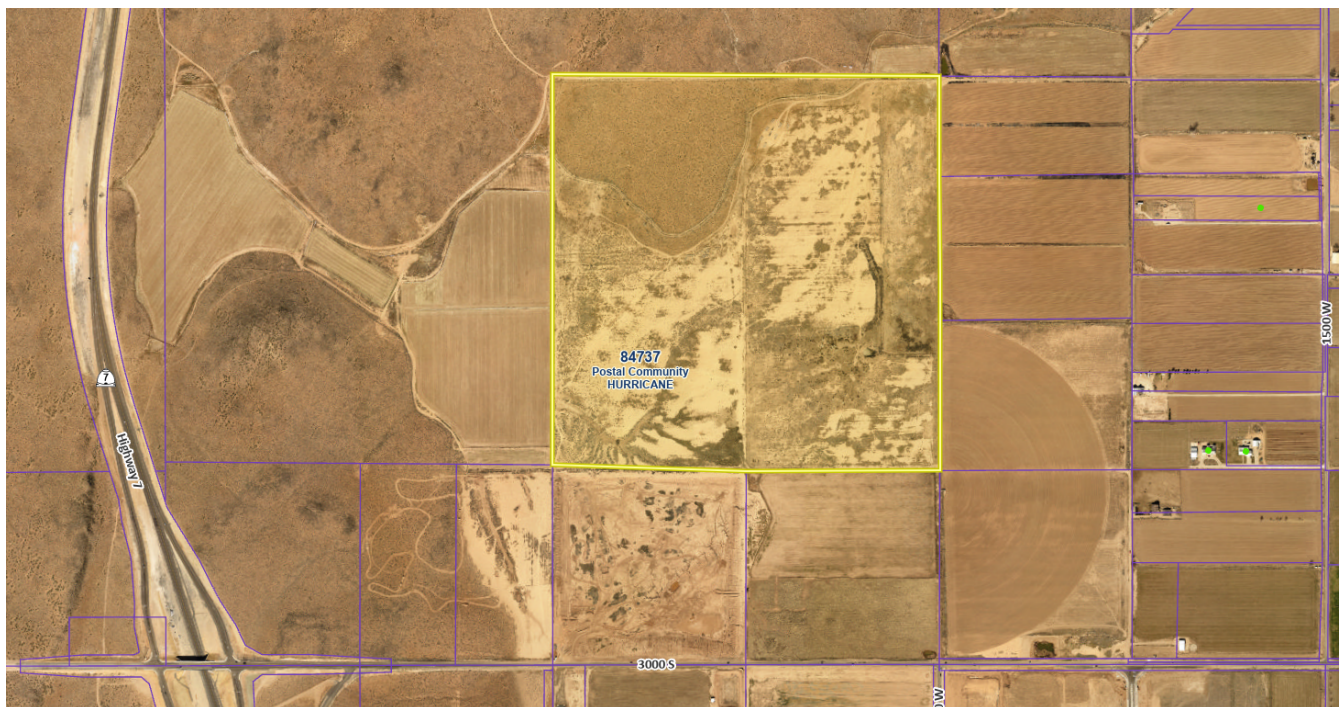
Agenda Date:	01/19/2023
Application Number:	2023-ZC-01
Type of Application:	Zone Change PDO Amendment
Action Type:	Legislative
Applicant:	Molly's View LLC
Agent:	Richard Wedig
Request:	A Zone Change Request from M-1 to R1-10 PDO
Location:	Approximately 2445 W 2890 S
Zoning:	R1-10 PDO and M-1
General Plan Map:	Mixed-Use

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to staff and JUC comments. The vote was 6-2. The two that voted opposed stated their reason was because at the time the applicant had not signed the original development agreement. The applicant has now signed the development agreement.

Discussion:

The applicant is seeking zone change on 4.146 acres within the already approved Balance of Nature (BoN Gardens) development to realign the zoning boundaries within their development. This will bring the zoning boundary more in line with what was originally approved. This will add more space for their approved Liberty Village concept. The applicant is not asking to modify the number of units or any of the proposed uses within the development, but to realign the boundary.



	Zoning	Adjacent Land Use
North	R1-10 PDO	Already approved BoN Gardens development
East	R1-10 PDO	Already approved BoN Gardens development
South	RA-1	Undeveloped and Washington County Water Conservancy District clay extraction pit.
West	M-1	Already approved, BoN Gardens development

JUC Comments

Due to the holidays, only a preliminary review was able to be done in time to get this report delivered. Planning staff will update this report if new information arises before the meeting.

1. **Power:** No comments
2. **Water:** No comments
3. **Streets:** No comments
4. **Sewer:** No comments
5. **Engineering:** No comments
6. **Fire:** No comments
7. **Gas/Cable/Water Conservancy:** No comments

Staff Comments

1. **Density:** The overall Balance of Nature development was approved in October 2021 for 325 units and a density of 2.5 units per acre. The City Council approved this number of units

remaining the same despite the marginal increase in density in the last modification. There is still about an acre more M-1 zoning than what was originally approved.

2. The applicant has indicated that they want more space for their Liberty Village development which will have educational and tourism opportunities through replicas of famous buildings from American history.
3. The original Balance of Nature zone change was approved subject to a development agreement that obligates the developer to bring services to the property, address drainage issues etc. As of this writing that development agreement has not been signed by the developer, but has been included in this report.

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

Response: The [General Plan Map](#) shows this area as a future Mixed Use:

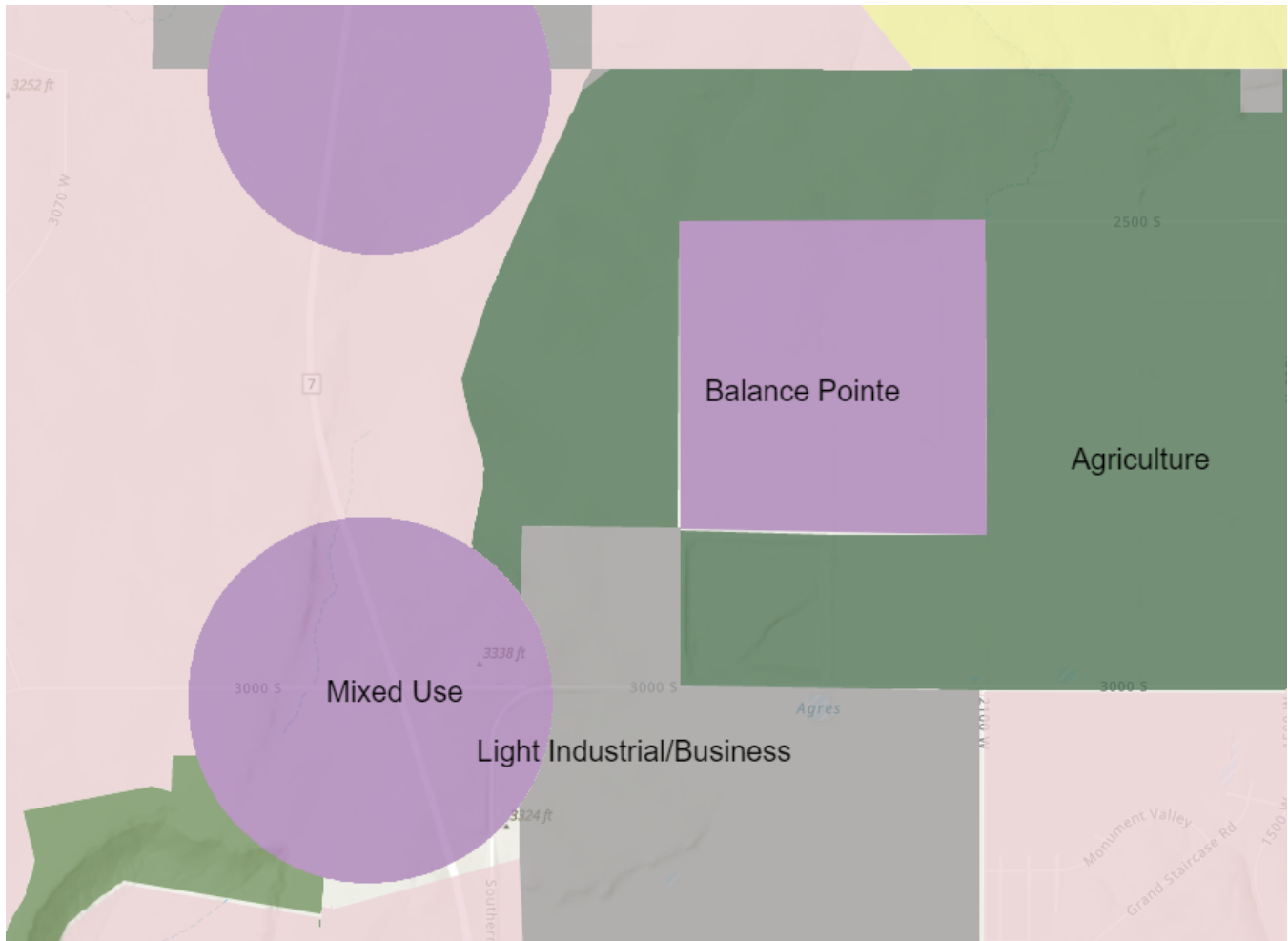
Mixed use areas should be developed as small districts or community centers offering a mix of retail, dining, entertainment, employment, and supporting residential. These developments should be easy and safe to navigate on foot and located in areas with access to major roads and surrounded with appropriate residential densities to support these uses.

At the request of Balance of Nature, this area was mapped as Mixed Use on the General Plan Map. This would allow the area to include manufacturing, commercial, and residential uses as well as take advantage of its location near the SR-7 and 3000 S interchange.

The General Plan also supports the mixed-used and placing housing next to services and job opportunities. (See [Hurricane General Plan](#) 2021 pages 41-43).

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

Response: Most of the area is undeveloped. The area surrounding this proposed change has already been approved as an R1-10 PDO for the remainder of Balance Pointe. The north, east, and west properties to the overall development are planned to remain in agricultural use with RA-1 zoning. The property to the south is an extraction pit used by the water conservancy district. In addition, there are some proposed and planned mixed-use and commercial development areas to the south and southwest of the property around the SR-7 and 3000 S Interchange.



3. Will the proposed amendment affect the adjacent property?

Response: Yes, the overall development will have some impact on the area. However, this zone change will have very little to no impact based on the existing approval.

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

Response: Most services are not to the property at this time. Some utilities, namely a water line, have been brought to the southwest corner of the development and Balance of Nature is working to bring the other utilities to the property with off-site improvements to the southwest corner approved at this time. The proposed zone change will not have an increased impact based on the existing approved site plan and zoning.

Findings:

Staff makes the following findings:

1. The proposed amendment is generally compatible with the current General Plan's map and goals.

2. The proposed amendment is generally in harmony with the overall character of the approved development surrounding it, but there is almost no development adjacent to the property right now.
3. The proposed amendment will have an impact on the area but it is as anticipated with the remainder of the Balance Pointe development.
4. The services are currently not adequate for the development, and would only become adequate after surrounding properties develop or the applicant may install and construct significant offsite improvements. Applicant has signaled willingness to complete these improvements. The proposed zone change does not change the need of the property for the services.
5. The applicant has signed the development approved by the City Council for the original zone change.

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

**DEVELOPMENT AGREEMENT
FOR
BALANCE POINT PDO ZONE CHANGE**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 13 day of January, 2023 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as “City,” and Molly’s View, LLC, a Nevada limited liability company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

A. Developer is the owner of approximately 160 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”).

B. On November 4, 2021, as shown in the City Council Minutes attached hereto as Exhibit B, the City Council approved a zone change as shown in EXHIBIT C attached hereto, with the conditions laid out within this agreement. The zoning shown at EXHIBIT C shows 131.957 acres zoned as R1-10 PDO and 27.684 acres zoned as M-1.

C. The City Council’s approval was based in part on the Preliminary Site Plan proposed by Developer, which is attached hereto as Exhibit D.

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

E. The City Council accepted Developer’s proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

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

G. The City has the authority to enter into this Agreement pursuant to Utah Code Section 109a102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

H. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City’s General Plan, Zoning

Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

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

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

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

AGREEMENT

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

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

2. Zoning. The Property shall be developed in accordance with (i) the requirements of an underlying zone of shown on EXHIBIT C, (ii) all other features as generally shown on the Preliminary Site Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the attached Preliminary Site Plan in EXHIBIT D, as permitted by the aforementioned zoning designations for the Property, except as otherwise approved in writing by City.

3. Governing Standards. The Zoning Map, Preliminary Site Plan, the record of the City Council meeting, and this Agreement (together the “Approval Documents”) establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Approval Documents. All Developer submittals must comply generally with the Approval Documents. Non-material variations to the Preliminary Site Plan, as defined and approved by the City’s Zoning Administrator, such as exact building locations, location of local roadways, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Parties agree that the densities and uses of the Property shall comply with the tabulations set forth in EXHIBIT E, attached hereto.

a.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances and Design Standards, including, but not limited to infrastructure construction,

setback requirements, minimum lot sizes, building height requirements, lot coverage requirements and all other zoning requirements.

- a. Acceptance of Improvements. The City shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the City's standards and as shown on the approved construction drawings. Prior to the construction of any road, utility, or public improvements within the Project, the City shall review proposed construction drawings and require adjustments or changes to meet the requirements of this Agreement and applicable City standards. The City shall cooperate and allow Developer to construct the Offsite Improvements, and the City shall accept Developer's dedication of the Offsite Improvements. The City shall only accept improvements once improvements have been installed, inspected by the City or its representative, and a warrantee bond has been provided by Developer.
- b. Unless otherwise specifically approved by the City Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and City standards, City shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the City. City shall not be responsible for maintenance of any private road within the Project.

6. Adequate Public Facilities.

- a. Developer understands, acknowledges and specifically agrees that: (a) power, water, and other utility services to the Property are not currently available and have not been extended to the Property; (b) the granting of this zone change does not in any way guarantee or warrant the availability and extension of power, water, or other utility services to the Property; (c) no application for any permit requiring the availability and extension of power, water, or other utility service, and no other request requiring the availability or extension of such utilities or services, shall be filed, made, or approved until such time that such utilities or services are available and have been extended to the Property; and (d) Developer assumes all risk and liability associated with any development activity on the Property, including but not limited to all costs incurred for engineering, feasibility studies, etc., in the event that such services do not become available and are not extended to the Property.
- b. The City may deny any land use application for any development on the Property, including but not limited to preliminary and final plats, building permits, zone changes, and preliminary and final site plans if the City finds that (1) utilities, roadways, or other public facilities or infrastructure are inadequate to support the proposed development or (2) services are not in the vicinity of the proposed application. The City may consider approval of a project if the applicant can show that current utility systems, roadway

systems, and other public facilities and infrastructure are adequate to meet the demand for the project and the applicant can provide a plan on how to reasonably connect the systems, facilities, and infrastructure to the proposed development.

- c. As a prerequisite to any development application approval or development on the Property, Developer shall submit and receive approval of a full drainage plan for the site. This drainage plan shall provide plans for proper retention or detention for runoff generated by the development, together with a plan to mitigate impacts from regional historic stormwater runoff onto or through the Property in accordance with Hurricane City stormwater standards. The drainage plan shall be reviewed and approved by the City Engineer.

7. Reimbursement for Improvements. Developer and Hurricane City may enter into an agreement whereby the developer is reimbursed by the City for the cost of constructing eligible public facilities. All reimbursement agreements shall comply with Hurricane City Code 9-6.

8. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509.

i. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

- 1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
- 2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
 6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- a. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Notwithstanding the foregoing, the City reserves the right to enact an ordinance in accordance with Utah Code Ann. §10-9a-504 establishing a temporary land use regulation for any part or all of the area within the municipality, including area within the Project, which prohibits or regulates issuance of any building permit or the erection, construction, reconstruction or alteration of any building or structure or any subdivision approval if the City Council makes a finding of compelling countervailing public interest in accordance with Utah and federal law after notice to Developer and an opportunity to be heard.

9. **Default.** An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

10. **Default and Remedies.** Failure of a party to perform any of the Party’s obligations under this Agreement within a thirty (30) day period (the “**Cure Period**”) after written notice thereof from the other party shall constitute a default (“**Default**”) by such failing party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

- a. In the event of an uncured Default, the non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court’s imposition of specific performance and /or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and /or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.
- b. If City elects to consider terminating this Agreement due to a Default by Developer, then City shall give to Developer written notice of City’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City’s legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

11. **Specific Acts of Default.** The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances, (c) the Developer’s failure to comply with the requirements of any Section above, or (d) Developer’s failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

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

To the Developer:

To the City:

City of Hurricane
Attention: Dayton Hall, City Attorney
68 S. 700 W.
Hurricane, UT 84737

13. General Term and Conditions.

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

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

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

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

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of

this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

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

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

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

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

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

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

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

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for any portion of the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement, or the Property has not received final site plan approval within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at

the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

14. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

- a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

15. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

16. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

17. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

18. Force Majeure. Except for termination of this Agreement due to Developer's failure to record a final plat or obtain a final site plan on the Property within five (5) years of the date of this Agreement, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

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

CITY:

~~CITY OF~~ HURRICANE CITY

ATTEST:

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

By: [Signature]
Name: DOUGLAS HOWARD
Title: CEO

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 13th day of January, 2023, personally appeared before me Douglas Howard, who being by me duly sworn, did say that he is the _____ of Molly's View, LLC, a ~~Utah~~-Nevada limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Alicia Herret
Notary Public
Residing at: Utah

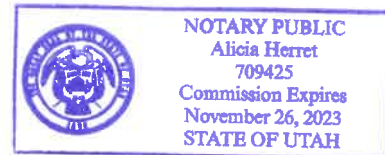


EXHIBIT A
Legal Description Parcel:

The South One-Half of the Northeast Quarter (S½NE¼) and North One-Half of the Southeast Quarter (N½SE¼) of Section 17, Township 42 South, Range 13 West, of the Salt Lake Base and Meridian.

LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°04'40"E, ALONG THE QUARTER SECTION LINE, 1321.37 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION; THENCE N01°04'40"E ALONG THE QUARTER SECTION LINE, 1322.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S88°55'19"E ALONG THE SIXTEENTH LINE, 2629.96 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S01°02'06"W ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE S01°02'13" ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE N88°57'47"W ALONG THE SIXTEENTH LINE, 2631.90 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 6,953,936 SQUARE FEET OR 159.640 ACRES

PARCEL LEGAL DESCRIPTION: M-1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE N01°02'11"E ALONG THE QUARTER SECTION LINE, 894.38 FEET;

THENCE N30°35'24"E 206.36 FEET; THENCE N59°24'36"W 424.52 FEET;

THENCE N88°48'29"W 677.65 FEET;

THENCE S01°04'40"W 1285.11 FEET TO THE SIXTEENTH SECTION LINE;

THENCE S88°57'47"E ALONG SAID LINE, 948.09 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,205,901 SQUARE FEET OR 27.684 ACRES.

PARCEL LEGAL DESCRIPTION PDO: R1-10

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°01'13"E ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE POINT OF BEGINNING;

THENCE N88°57'47"W ALONG THE SIXTEENTH SECTION LINE, 1685.81 FEET;

THENCE N01°02'11"E 894.38 FEET; THENCE N30°35'24"E 206.36 FEET;

THENCE N59°24'36"W 424.52 FEET; THENCE N88°48'29"W 677.65 FEET TO THE QUARTER SECTION LINE; THENCE N01°04'40"E ALONG SAID LINE, 36.26 FEET TO THE CENTER QUARTER CORNER OF SECTION 17;

THENCE N01°04'40"E ALONG THE QUARTER SECTION LINE, 1322.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE S88°55'19"E ALONG THE SIXTEENTH LINE, 2629.96 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE S01°02'06"W ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;

THENCE S01°02'13" ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE POINT OF BEGINNING.

AREA CONTAINS 5,748,035 SQUARE FEET OR 131.957 ACRES.

EXHIBIT B
City Council Minutes for November 1, 2021

- 5. Consideration and possible approval of a proposed zone change located at approximately 2700 S and 2300 W from RA-1 to R1-10 with a PDO for 133 acres and M-1 for approximately 27 acres. Parcel number H-3373-NP. Molly's View, LLC Douglas Howard, CEO Applicant. Richard Wedig Agent.**

4

Hurricane City Council Minutes – November 4, 2021

Tom Patent with Orcutt Winslow Architect reported that the applicant agrees to the development agreement, and he provided a Master Plan Booklet for the development. They will have to extend infrastructure to the site, and they have submitted the preliminary drainage plan. However, the water that flows through this site will have to be addressed. The mission and goal of the community is to create a community based on family, health, wellness, and spirituality. The project contains expansive community gardens and green space. The proposed community hospital and medical campus will provide emergency services for this area of town. Councilwoman Billings reported that people are excited about the American Village and the services the PID will provide.

Nanette Billings motioned to approve the zone change located at approximately 2700 S and 2300 W from RA-1 to R1-10 with a PDO for 133 acres and M-1 for approximately 27 acres as presented subject to staff comments and development agreement. Seconded by Kevin Tervort. Darin Larson, Dave Sanders, Nanette Billings, and Kevin Tervort, voting aye. Joseph Prete abstained. **Motion carried.**

EXHIBIT C

Approved Zone Change Map

ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR: **BALANCE OF NATURE**

LOCATED IN SECTION 17, T43S, R75W, S12E, 2N
HARRISBURG, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION CORNER
- SECTION CORNER

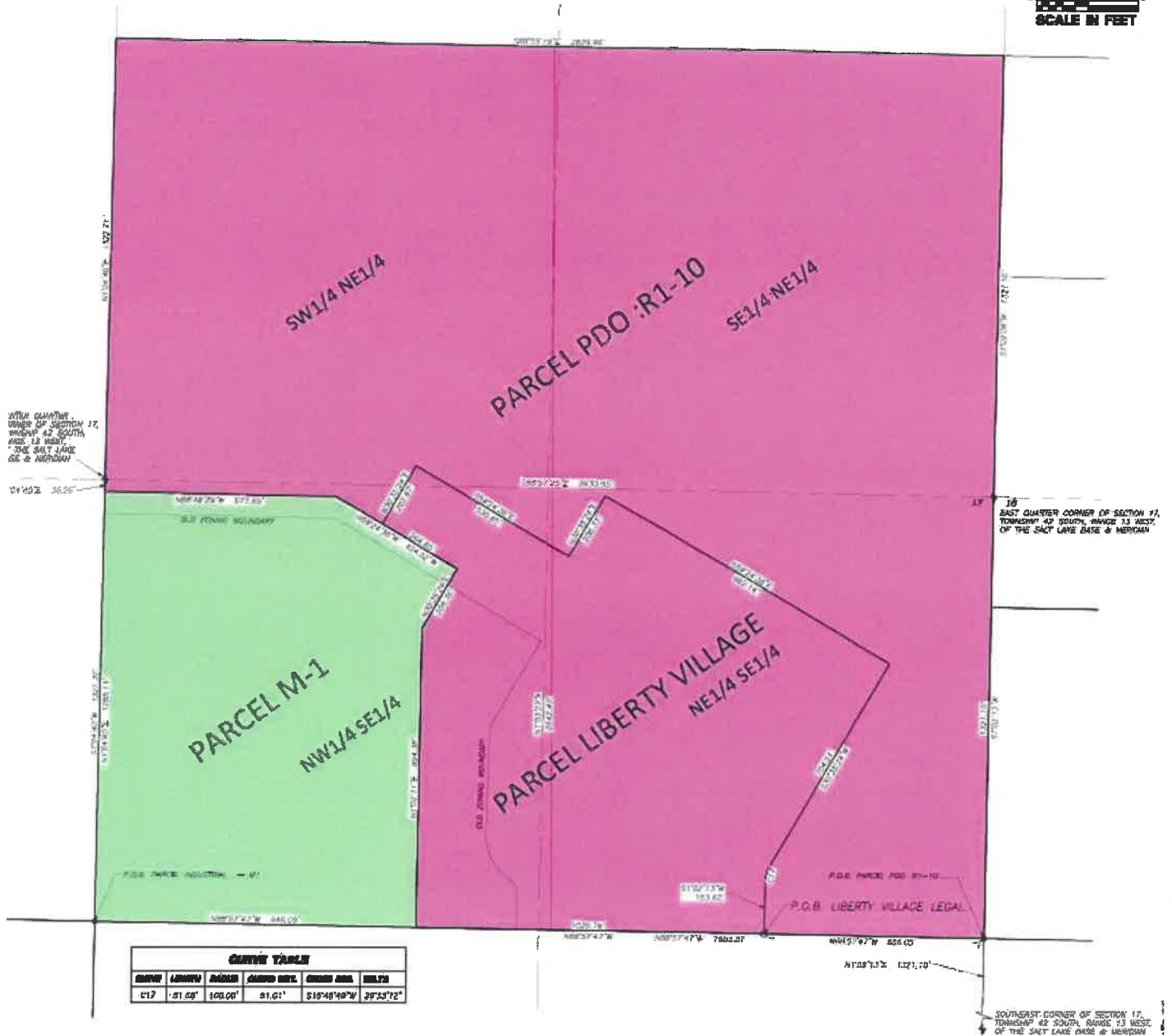


EXHIBIT D Site Plan



PRELIMINARY MASTER UTILITY PLANS

21-0167 - Balance of Nature

Sep 13, 2021 8:51pm \\Eps-m16-fs01\shared\Projects\2021\21-0167\Civil\Preliminary\Utility\21-0167 - CS01.dwg

aa2imi

ENGINEERS GENERAL CONSTRUCTION NOTES:

1. THESE PLANS ARE SUBJECT TO THE INTERPRETATION OF INTENT BY THE ENGINEER. ALL QUESTIONS REGARDING THESE PLANS SHALL BE PRESENTED TO THE ENGINEER. ANYONE WHO TAKES UPON HIMSELF THE INTERPRETATION OF THE DRAWINGS OR MAKES REVISIONS TO THEM WITHOUT CONFERRING WITH THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE CONSEQUENCES THEREOF.
2. THE PLANS PREPARED FOR THIS PROJECT PRESENT A DESCRIPTION OF THE WORK TO BE ACCOMPLISHED. THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND DETERMINE, FROM HIS OWN INSPECTION, THE CONDITIONS UNDER WHICH IT IS TO BE PERFORMED. THE CONTRACTOR, BY MAKING HIS BID, REPRESENTS THAT HE HAS VISITED THE SITE AND FAMILIARIZED HIMSELF WITH LOCAL CONDITIONS, THE TYPE OF WORK TO BE PERFORMED, EVALUATED THE DIFFICULTY OF PERFORMING THE REQUIRED TASKS, AND THE LABOR, EQUIPMENT AND MATERIAL THAT ARE REQUIRED TO PROVIDE A COMPLETE PROJECT.
3. THE CONTRACTOR SHALL VERIFY WITH THE DESIGN ENGINEER THAT HE HAS THE MOST CURRENT SET OF CONSTRUCTION PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MUST KEEP THE APPROVED SET OF PLANS ON-SITE FROM START OF CONSTRUCTION TO PROJECT COMPLETION. ANY CONSTRUCTION OR INSTALLATION BASED ON OUT-OF-DATE PLANS SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
4. QUANTITIES LISTED ON THESE PLANS ARE ESTIMATES ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE SUBMITTING A BID FOR THIS WORK.
5. UNLESS NOTED OTHERWISE, THIS PROJECT WAS DESIGNED IN AN EFFORT TO BALANCE THE EARTHWORK. ANY EARTHWORK VOLUMES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY AND SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR'S BID SHALL INCLUDE ALL COSTS ASSOCIATED WITH IMPORTING AND PLACING MATERIAL OR STOCKPILING, HAULING AND DISPOSING OF EXCESS MATERIAL IN ACCORDANCE WITH THEIR CALCULATIONS AND DETERMINATION.
6. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF SAID UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDER-GROUND UTILITIES SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL CALL BLUE STAKE PRIOR TO CONSTRUCTION AND VERIFY THE PRESENCE OF UTILITIES AND SHALL PROTECT ANY OVERHEAD OR UNDERGROUND UTILITIES DURING CONSTRUCTION, WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS TO LOCATE UNDERGROUND UTILITIES AND/OR STRUCTURES IF NECESSARY TO VERIFY UNDERGROUND UTILITIES. WHERE EXISTING UNDERGROUND UTILITIES ARE EXPOSED, CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY FOR INSPECTION PRIOR TO BACKFILLING.
8. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL POINTS OF CONNECTION PRIOR TO DIGGING BEYOND THE POINT OF CONNECTION.
9. CONSTRUCTION OF THE SEWER LINE SHALL COMMENCE AT THE FURTHEST DOWNSTREAM POINT OF CONNECTION AND SHALL PROGRESS UPSTREAM FROM THAT POINT.
10. ALL HANDICAP ACCESS RAMPS, PARKING STALLS, AND DELINEATED WALKWAYS SHALL BE CONSTRUCTED AND MARKED IN ACCORDANCE WITH CURRENT FEDERAL AND/OR LOCAL A.D.A. STANDARDS AND REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL AUTHORITIES PRIOR TO CONSTRUCTING AND/OR STRIPING TO CONFIRM CURRENT REQUIREMENTS.
11. ALL SLOPES HIGHER THAN ONE (1) FOOT AND STEEPER THAN 30:1, UNLESS LINED WITH TURF, SHALL BE COMPACTED AND TESTED PER MAG SPECIFICATION 215. RE-COMPACTATION IS RECOMMENDED PER MAG SPECIFICATION 215 AFTER INSTALLATION OF IRRIGATION LINES, AND STABILIZATION OF DECOMPOSED GRANITE IS ALSO RECOMMENDED.
12. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS SPECIFIED IN THE GEOTECHNICAL INVESTIGATION. NO PONDING DEEPER THAN 0.05' IS PERMITTED WITHIN 10' OF ANY BUILDING.
13. THE CLIENT AND CONTRACTOR ASSUME ALL RESPONSIBILITY AND COSTS INCURRED IF THEY ELECT TO LANDSCAPE RETENTION BASINS BEFORE THE REQUIRED RETENTION VOLUMES HAVE BEEN CERTIFIED BY THE ENGINEER.
14. THE CONTRACTOR SHALL OBTAIN PERMISSION FROM THE OWNER'S ENGINEER-OF-RECORD PRIOR TO BACKFILLING ANY WET OR DRY UTILITY MAIN OR SERVICE LINES TO ENSURE ALL INSPECTIONS AND TESTING HAS BEEN COMPLETED. NO UTILITY LINES SHALL BE BACKFILLED UNTIL AS-BUILT HORIZONTAL AND VERTICAL LOCATIONS HAVE BEEN OBTAINED. ANY ADDITIONAL COST REQUIRED.
15. THE CONTRACTOR SHALL REGISTER ALL DRYWELLS WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY AT THE CONCLUSION OF INSTALLATION AND TESTING. DRYWELL REGISTRATION NUMBERS SHALL BE PROVIDED TO THE OWNER AND ENGINEER OF RECORD.

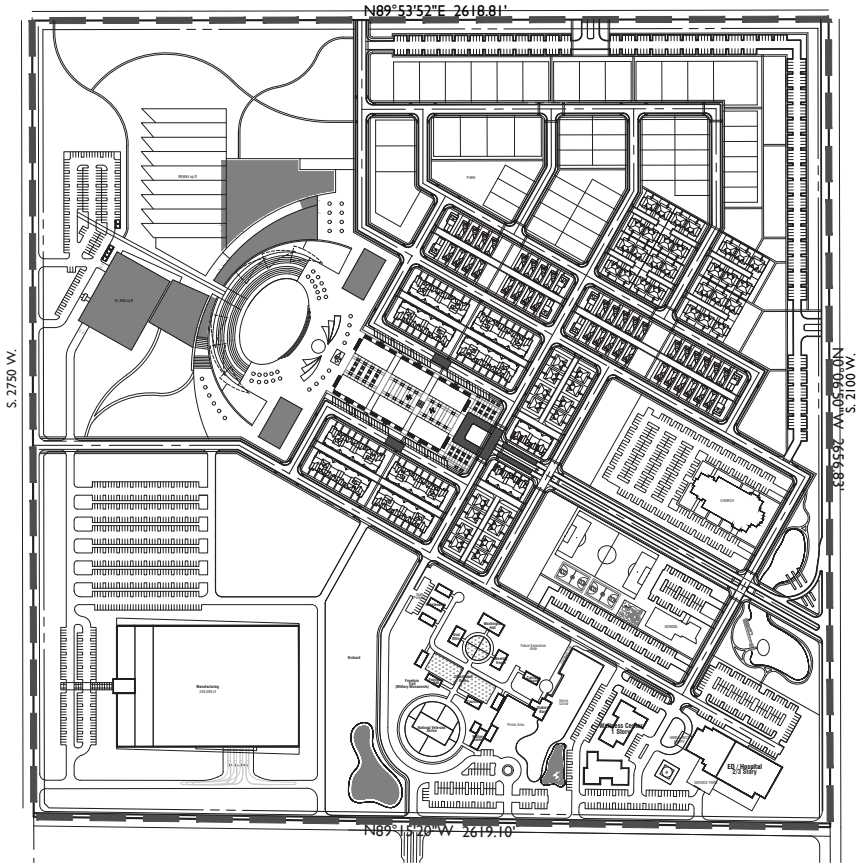
STAKING NOTES:

CALL THE BLUE STAKE CENTER (263-1100) 48 HOURS BEFORE DIGGING FOR LOCATION OF UNDERGROUND UTILITIES. ALL OFFSET OR REFERENCE STAKES SET BY THE ENGINEER ARE TO BE MAINTAINED INTACT. NO CLAIMS FOR ADDITIONAL COMPENSATION FOR CORRECTIONS SHALL BE PRESENTED TO ANY PARTY UNLESS SUCH STAKES ARE PRESENT AND THEIR ORIGIN IS VERIFIED. IF STAKES ARE NOT MAINTAINED INTACT, ALL CORRECTIONS SHALL BE MADE BY THE CONTRACTOR AT HIS EXPENSE. ONE SET OF STAKES WILL BE FURNISHED BY THE OWNER FOR THE WATER LINE, WATER SERVICES, FIRE HYDRANT LOCATIONS AND GRADE, SEWER LINES AND SERVICES, CONCRETE SUBGRADE AND A.B.C.. ALL ADDITIONAL STAKING TO BE CHARGED TO THE CONTRACTOR. 24 WORKING HOUR NOTICE IS REQUIRED FOR STAKING BY THE SUBDIVISION ENGINEER.

PRELIMINARY UTILITIES PLAN
FOR
BALANCE OF NATURE

HURRICANE, UT

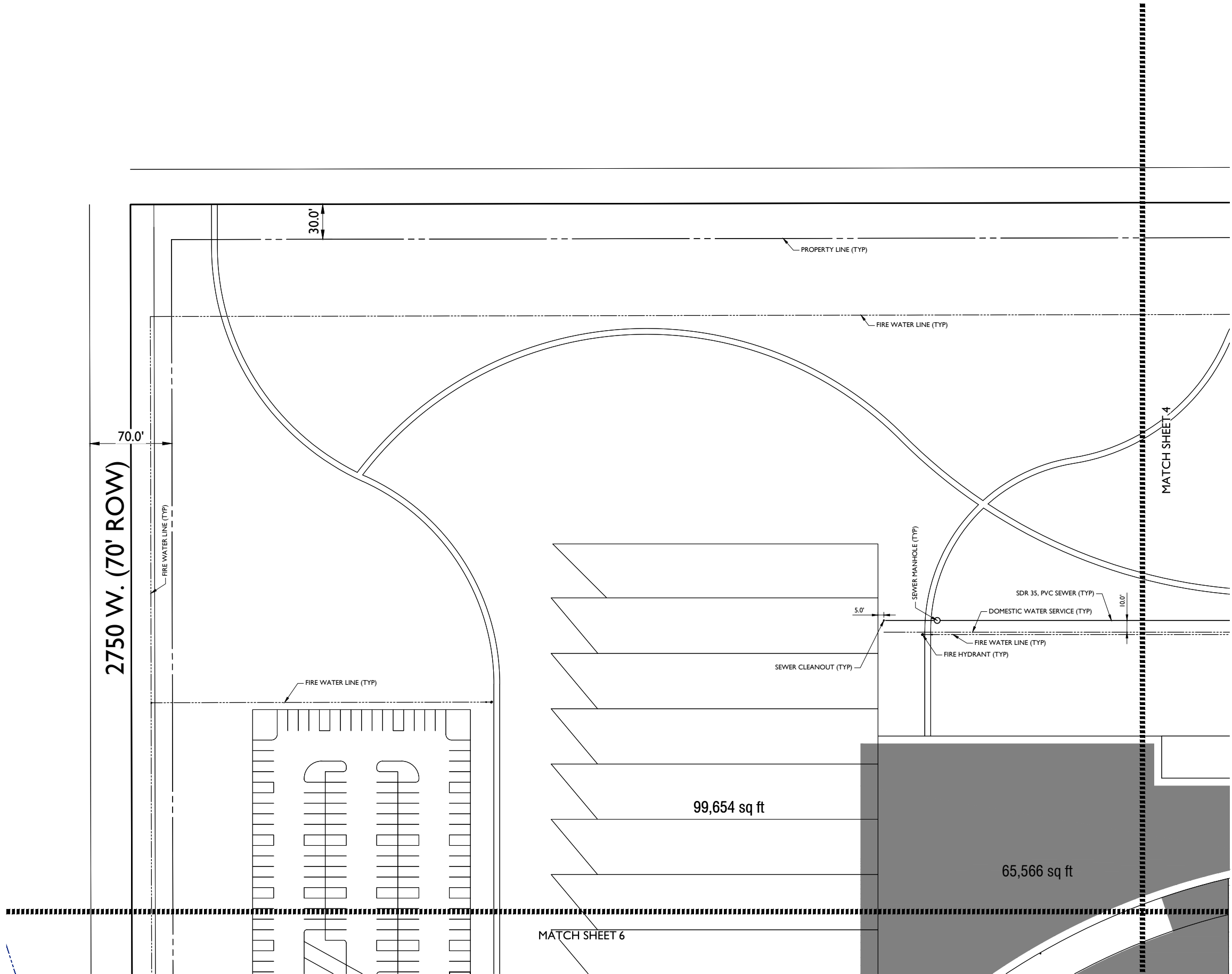
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WASHINGTON COUNTY, UTAH



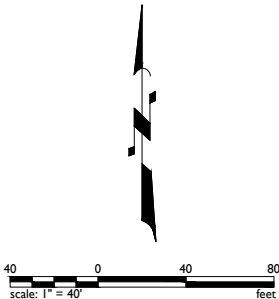


21-0167 - Balance of Nature

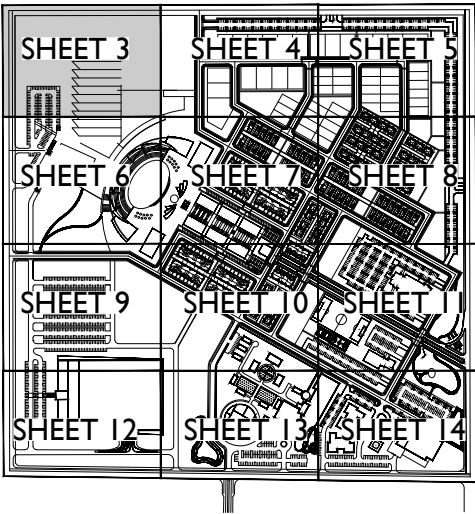
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CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

Prelim Utilities Plan



REVISIONS:

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 F:480.503.2258
www.epsgroupinc.com

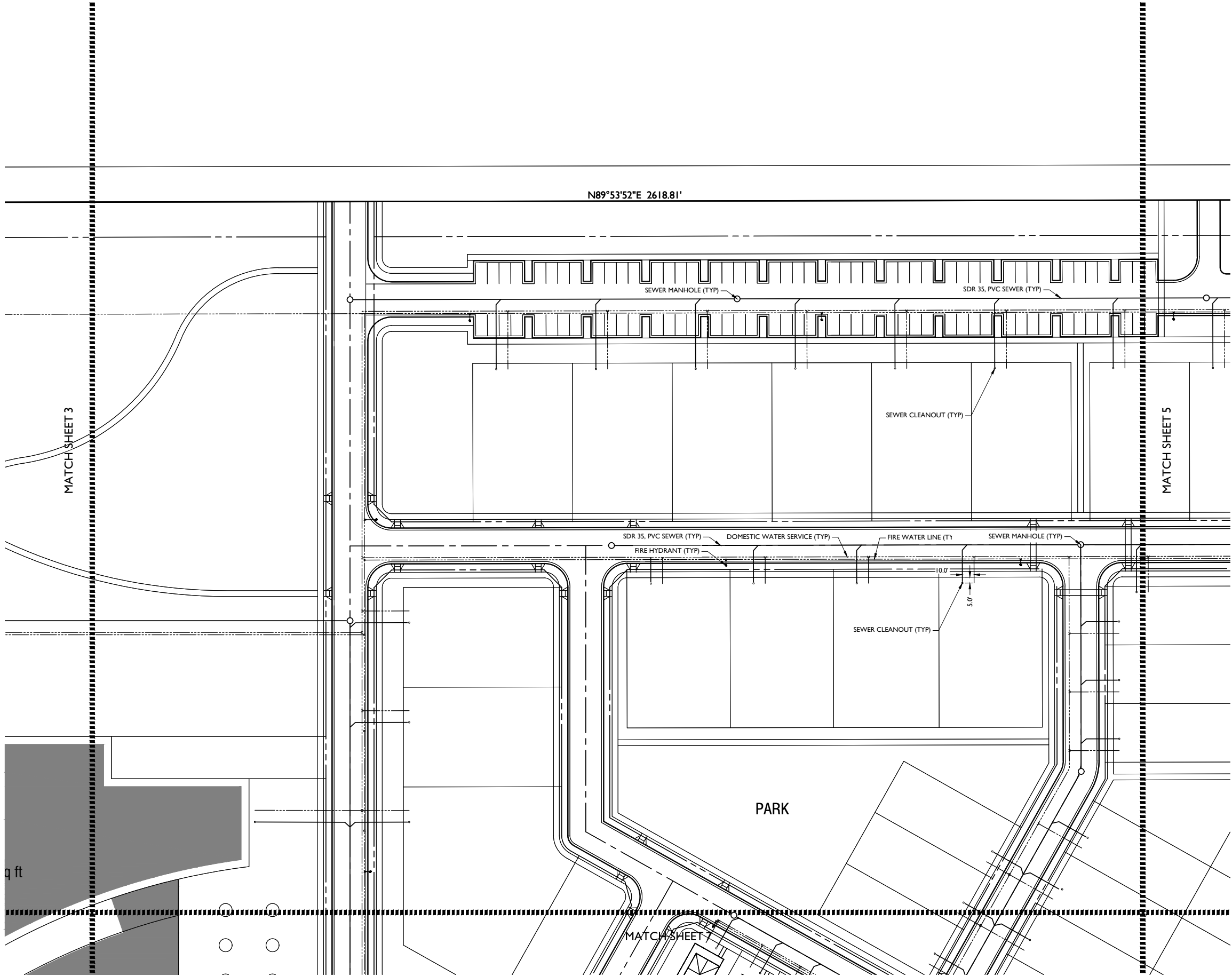


Designer:
EPS

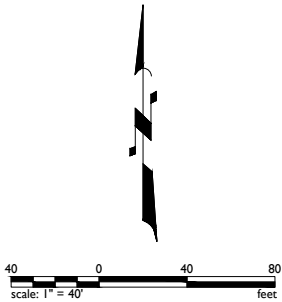
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EPS

Job No. 21-0167
Dwg No. UT01

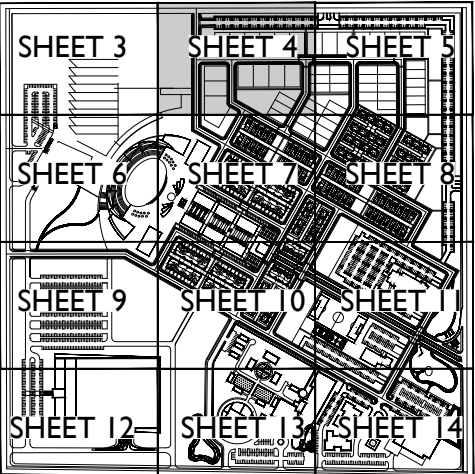
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of 14



CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

Prelim Utilities Plan

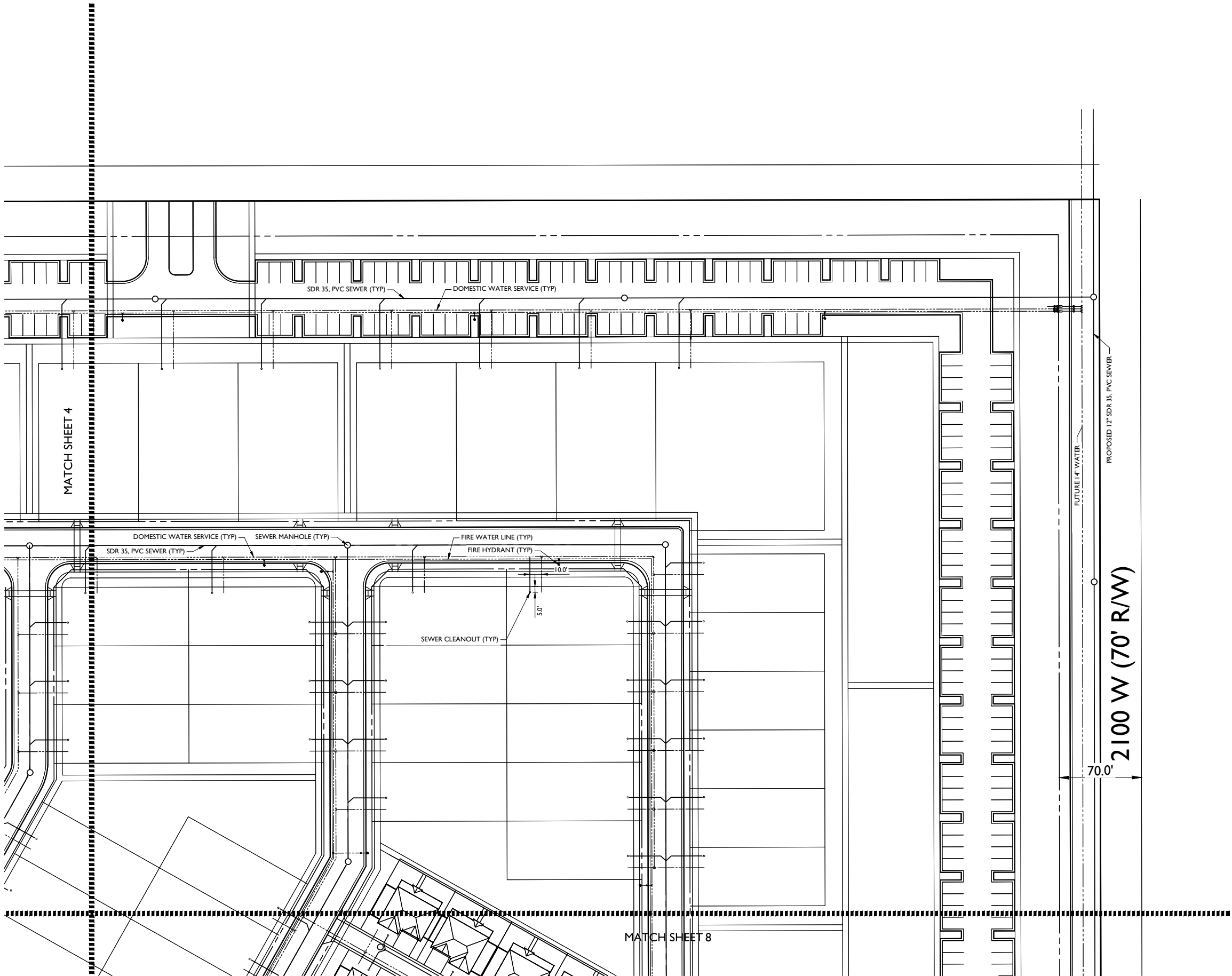


Call at least two full working days before you begin excavation.
Have what's below. Call 811 before you dig.
www.811.org

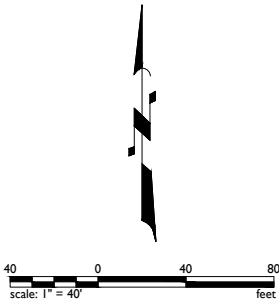
EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Designer: EPS
Job No. 21-0167
Drawn by: EPS
Dwg No. UT02

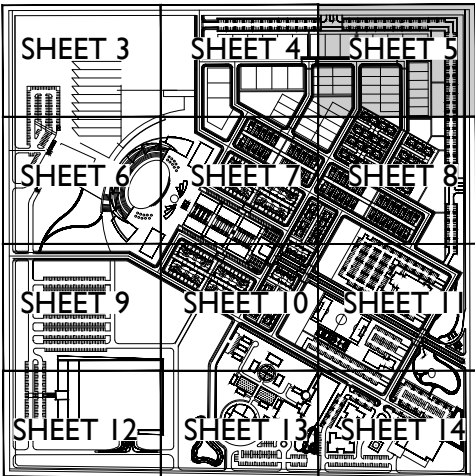
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of 14



CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

Prelim Utilities Plan



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 F:480.503.2258
www.epsgroupinc.com



Designer:
EPS

Drawn by:
EPS

Job No. 21-0167

Dwg No. UT03

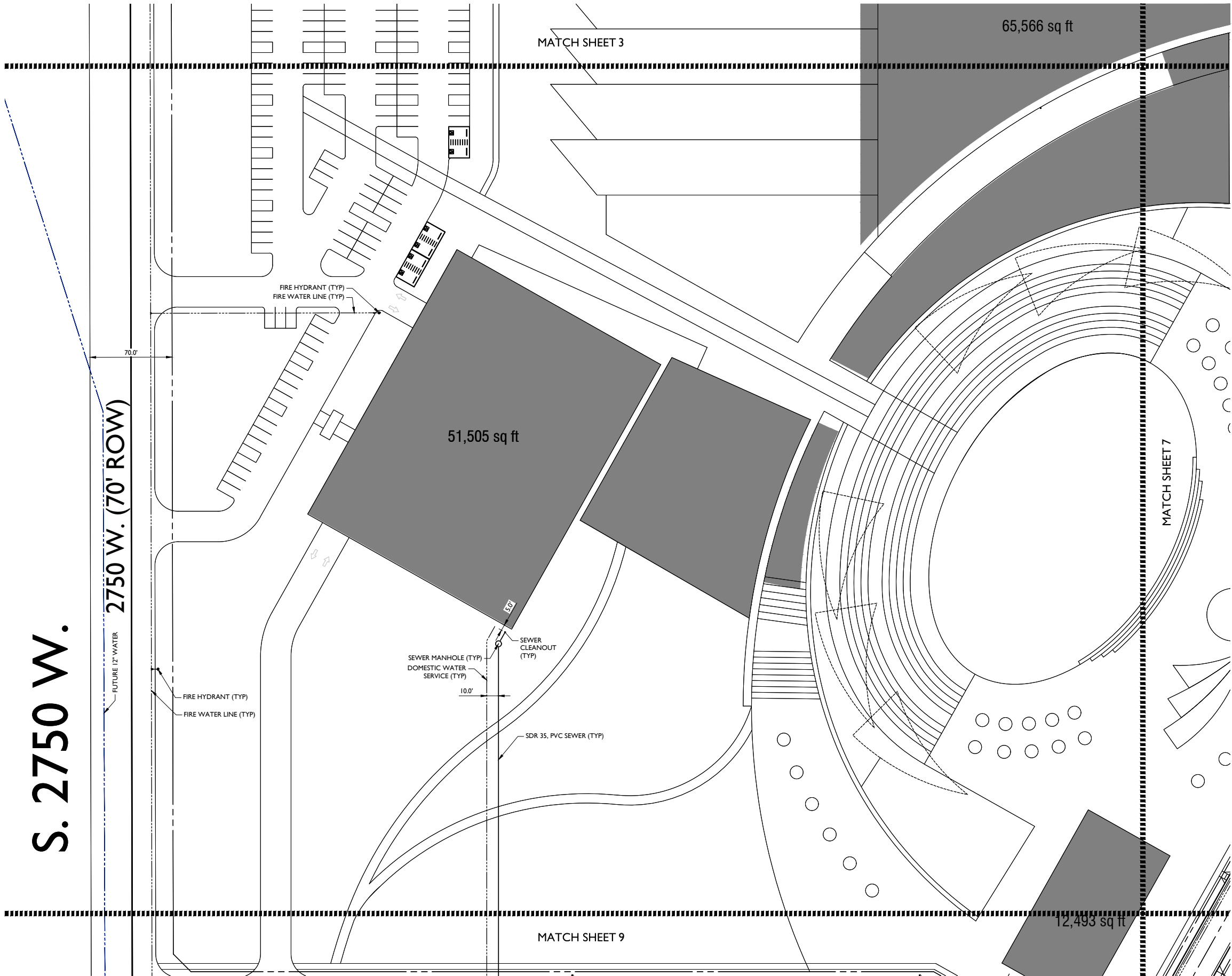
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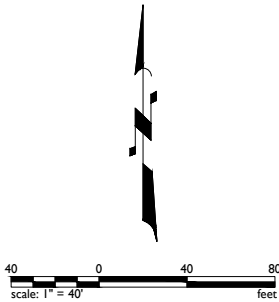
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S. 2750 W.

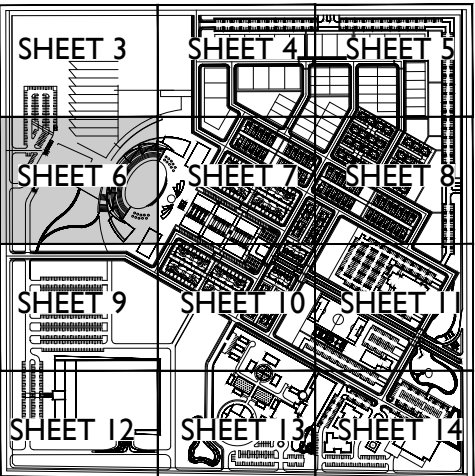
2750 W. (70' ROW)



CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

Prelim Utilities Plan



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Mesa, AZ 85201
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Have what's below.
Call 811 before you dig.
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1-800-481-1111

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EPS

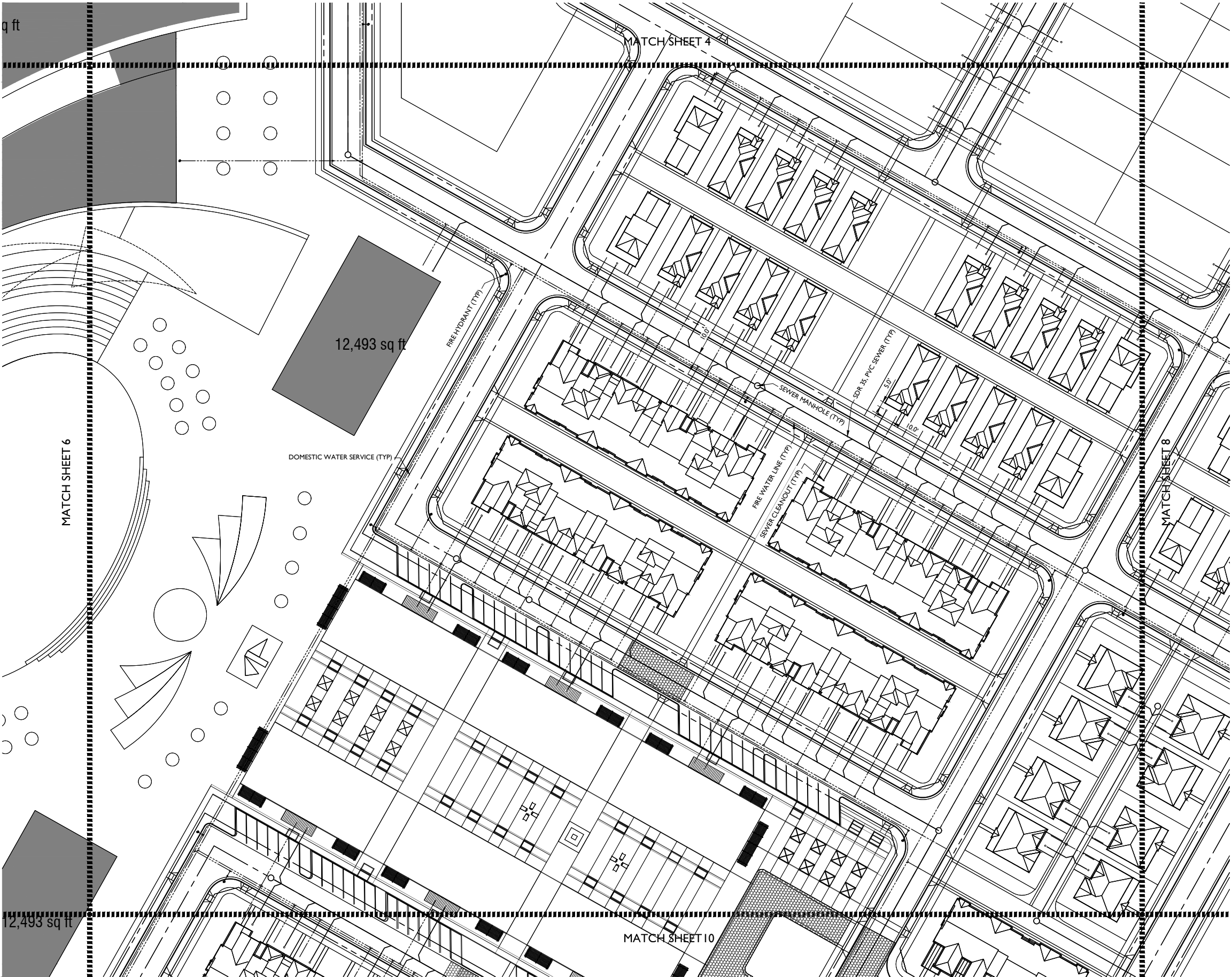
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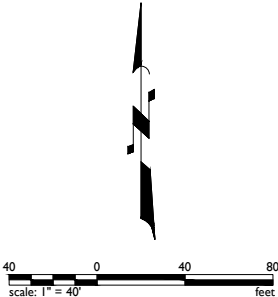
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of 14

21-0167 - Balance of Nature

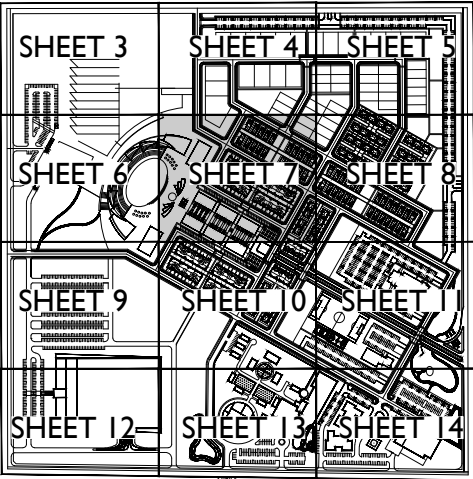
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CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

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Know what's below.
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Designer:
EPS

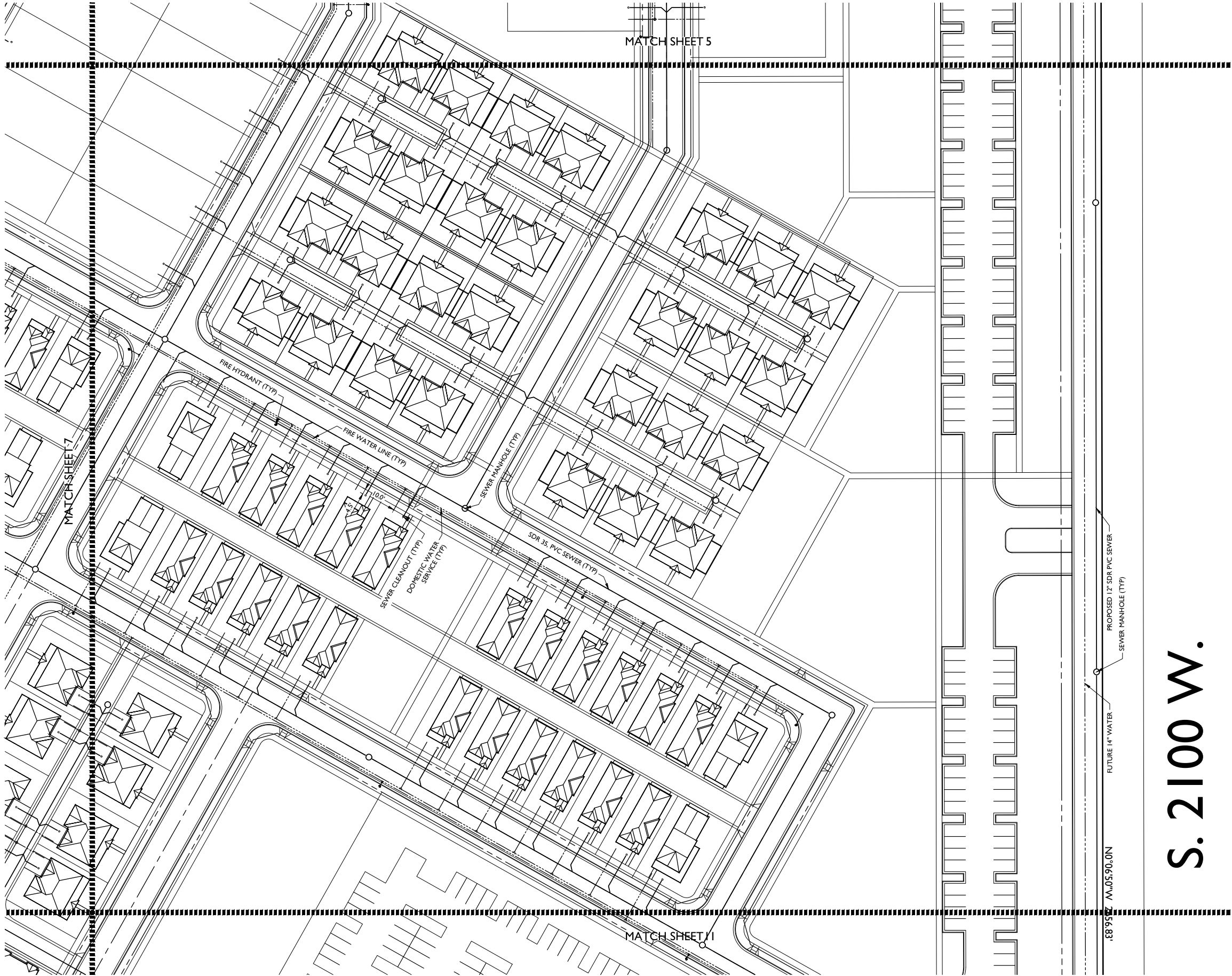
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Dwg No. UT05

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21-0167 - Balance of Nature

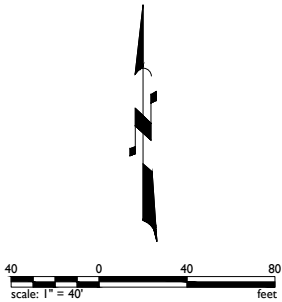
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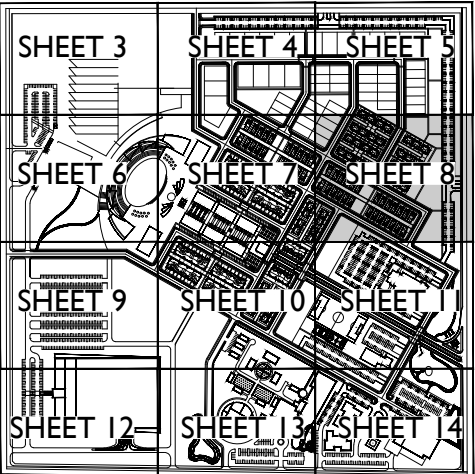


S. 2100 W.

CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

Prelim Utilities Plan



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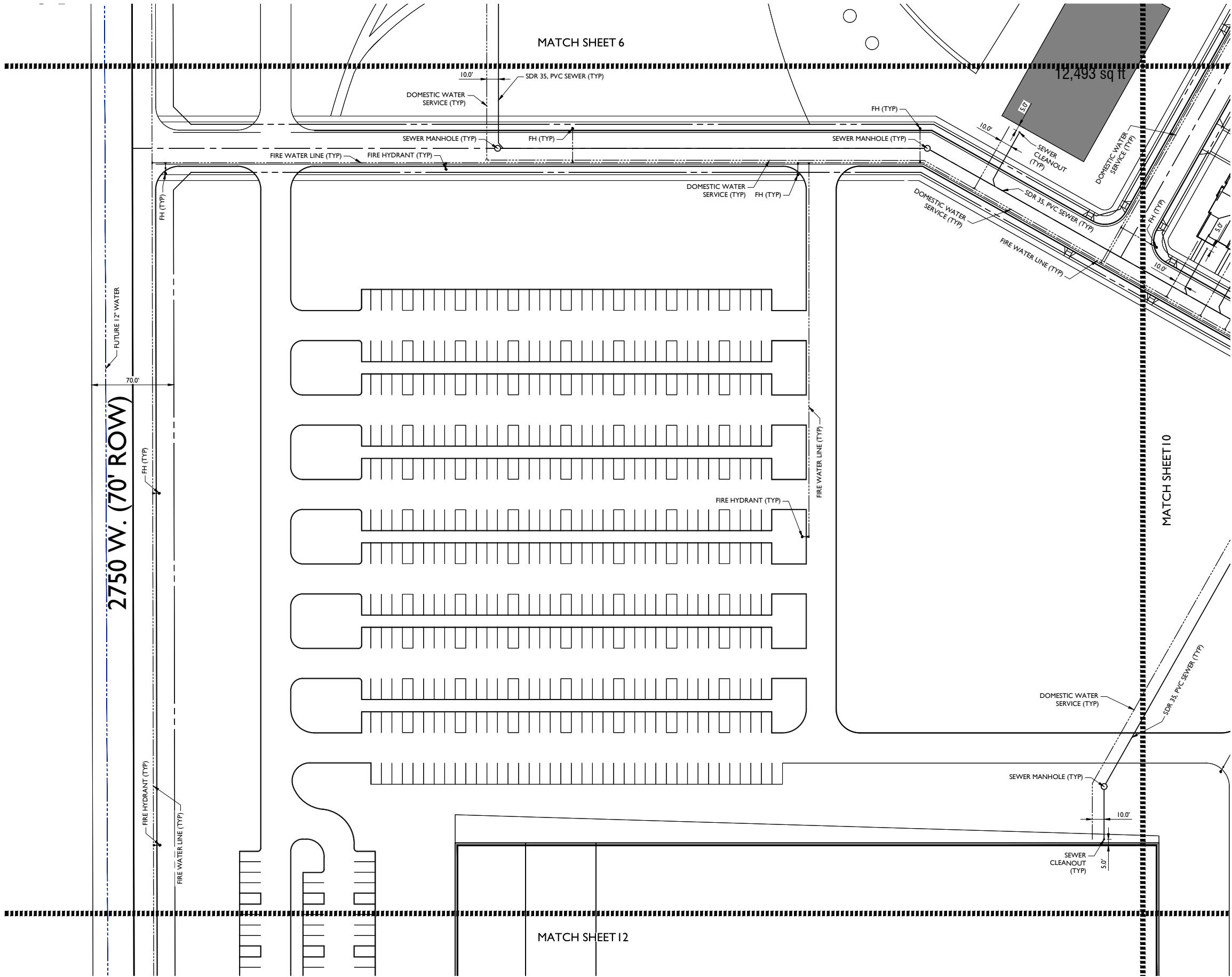
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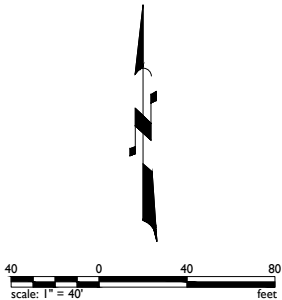
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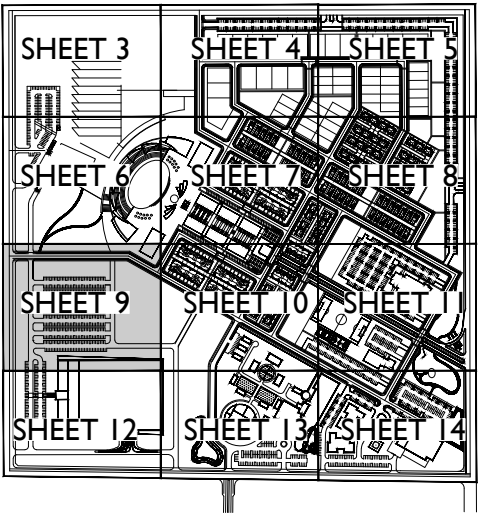
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of 14



CONSTRUCTION NOTES



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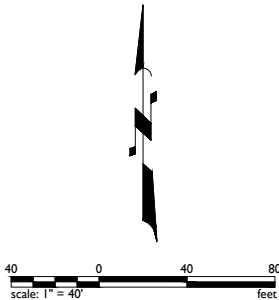
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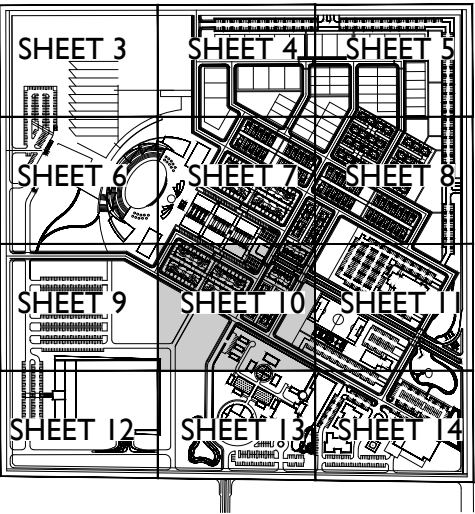
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CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

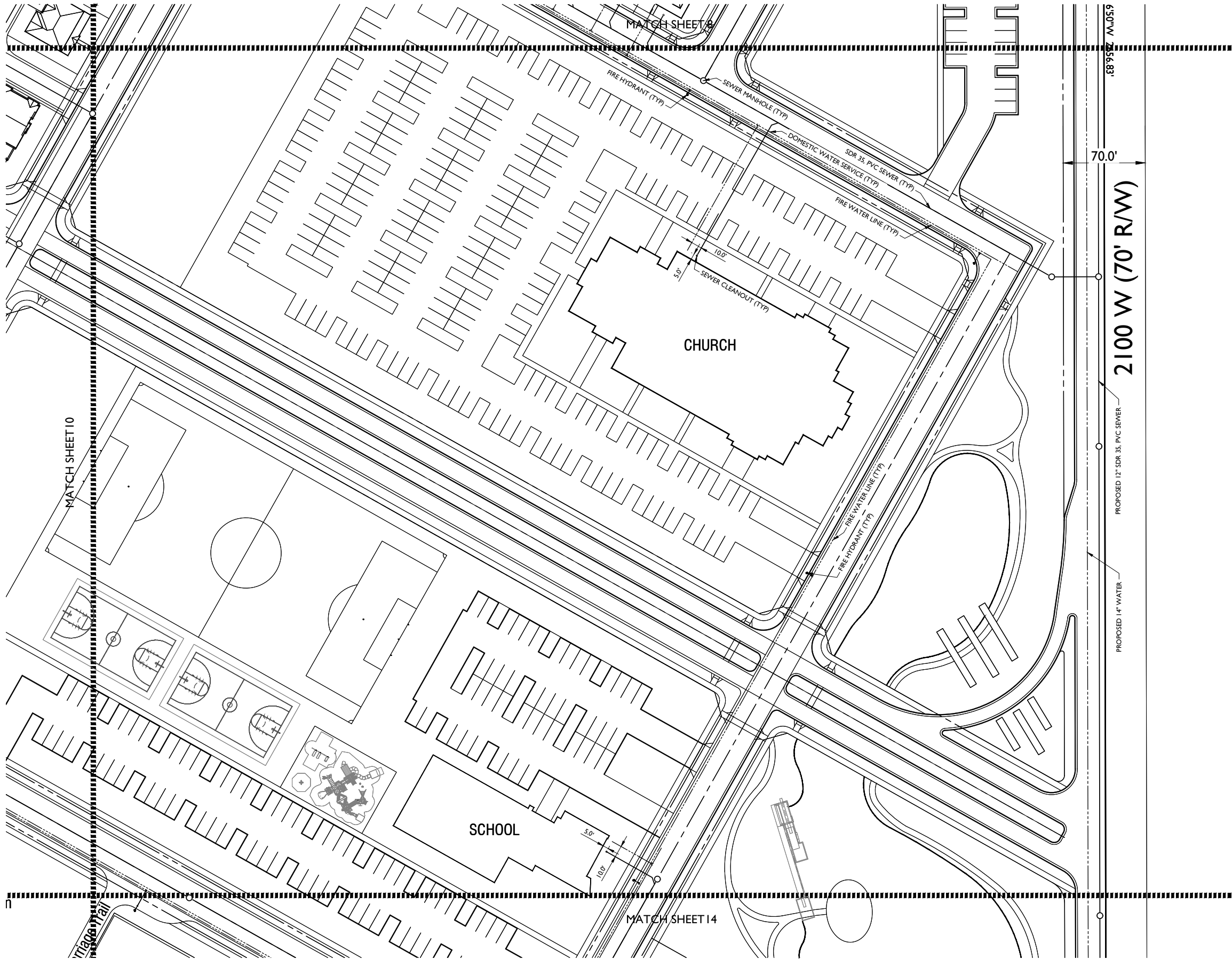
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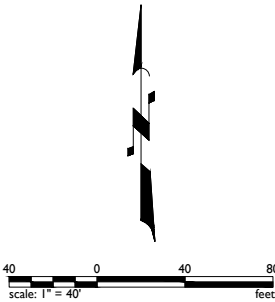
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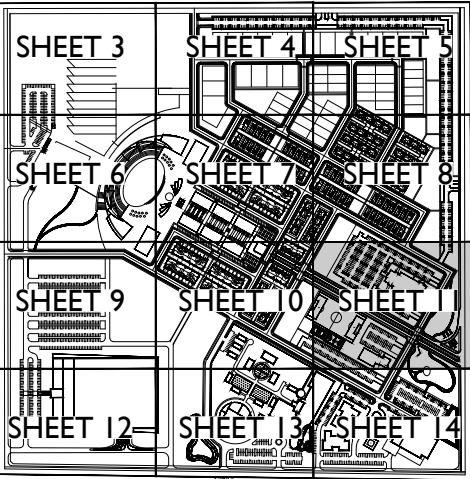
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CONSTRUCTION NOTES



KEY MAP



Balance of Nature

Hurricane, Utah

Prelim Utilities Plan



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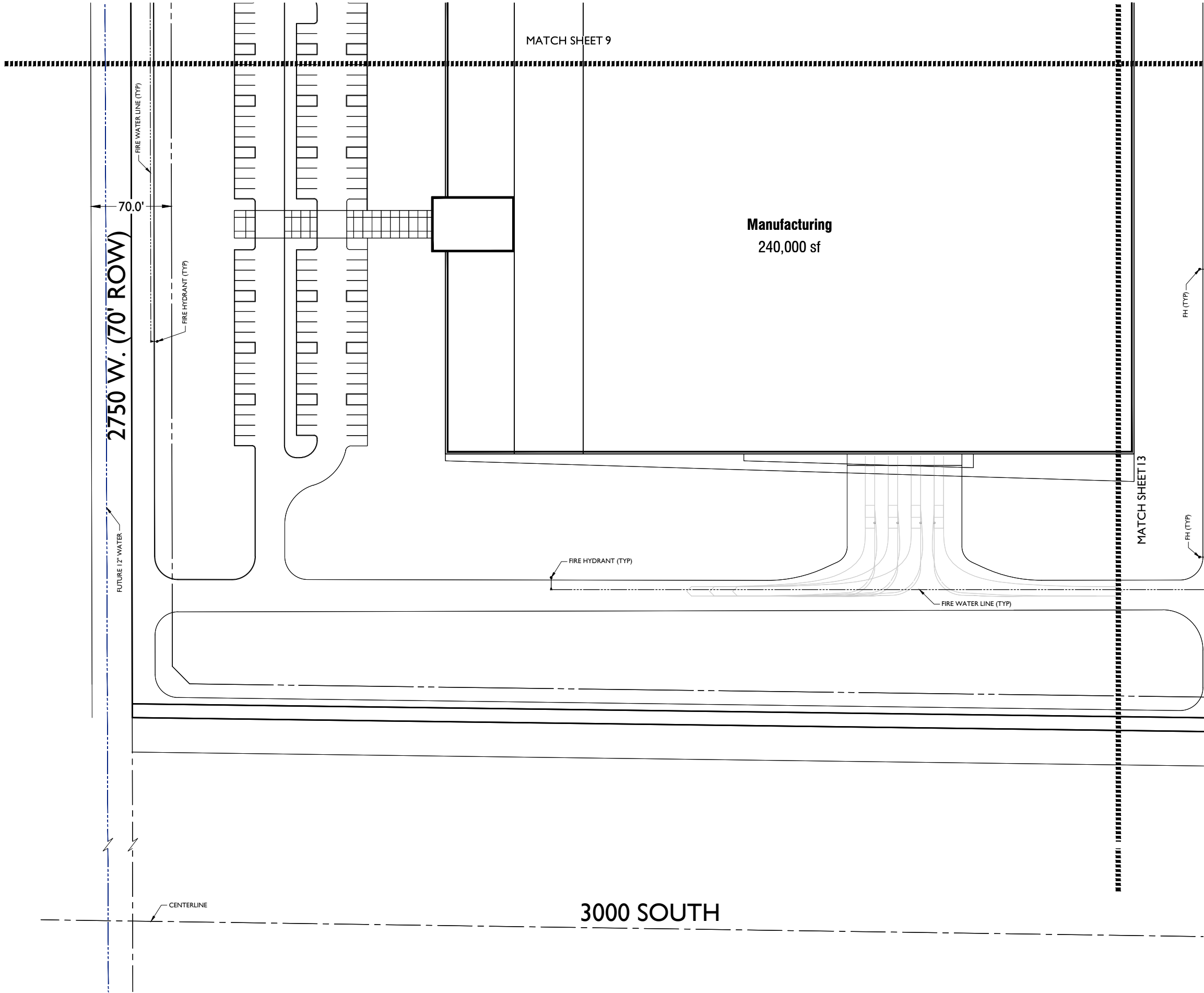
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Dwg No. UT09

Sheet No.

11



CONSTRUCTION NOTES

40 0 40 80
scale: 1" = 40' feet

KEY MAP

Balance of Nature

Hurricane, Utah

Prelim Utilities Plan

Revisions:

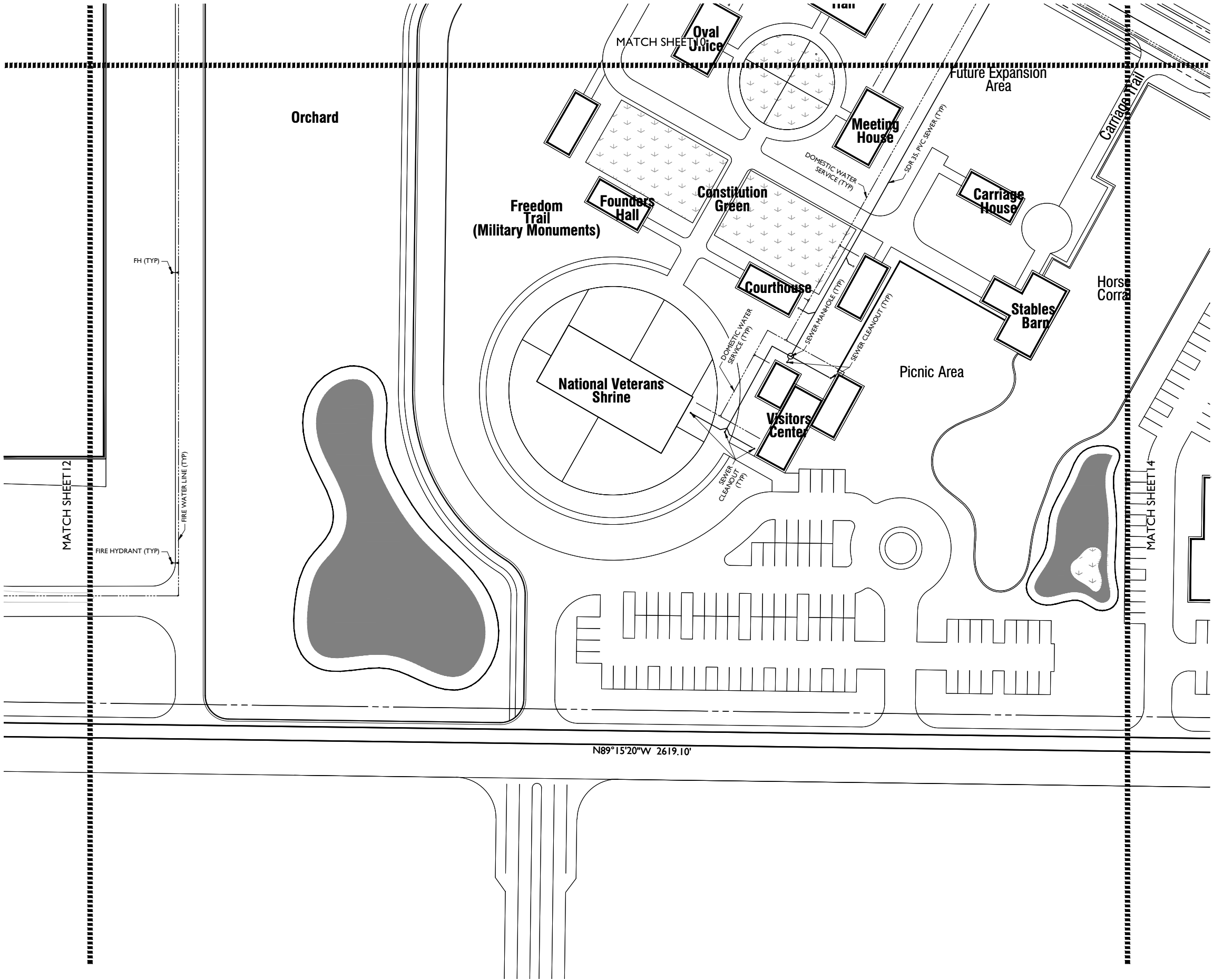
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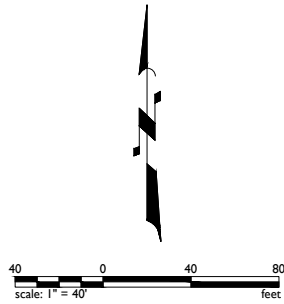
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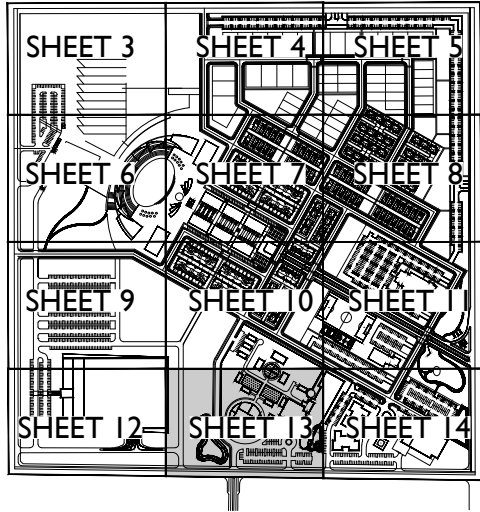
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CONSTRUCTION NOTES



KEY MAP



Balance of Nature

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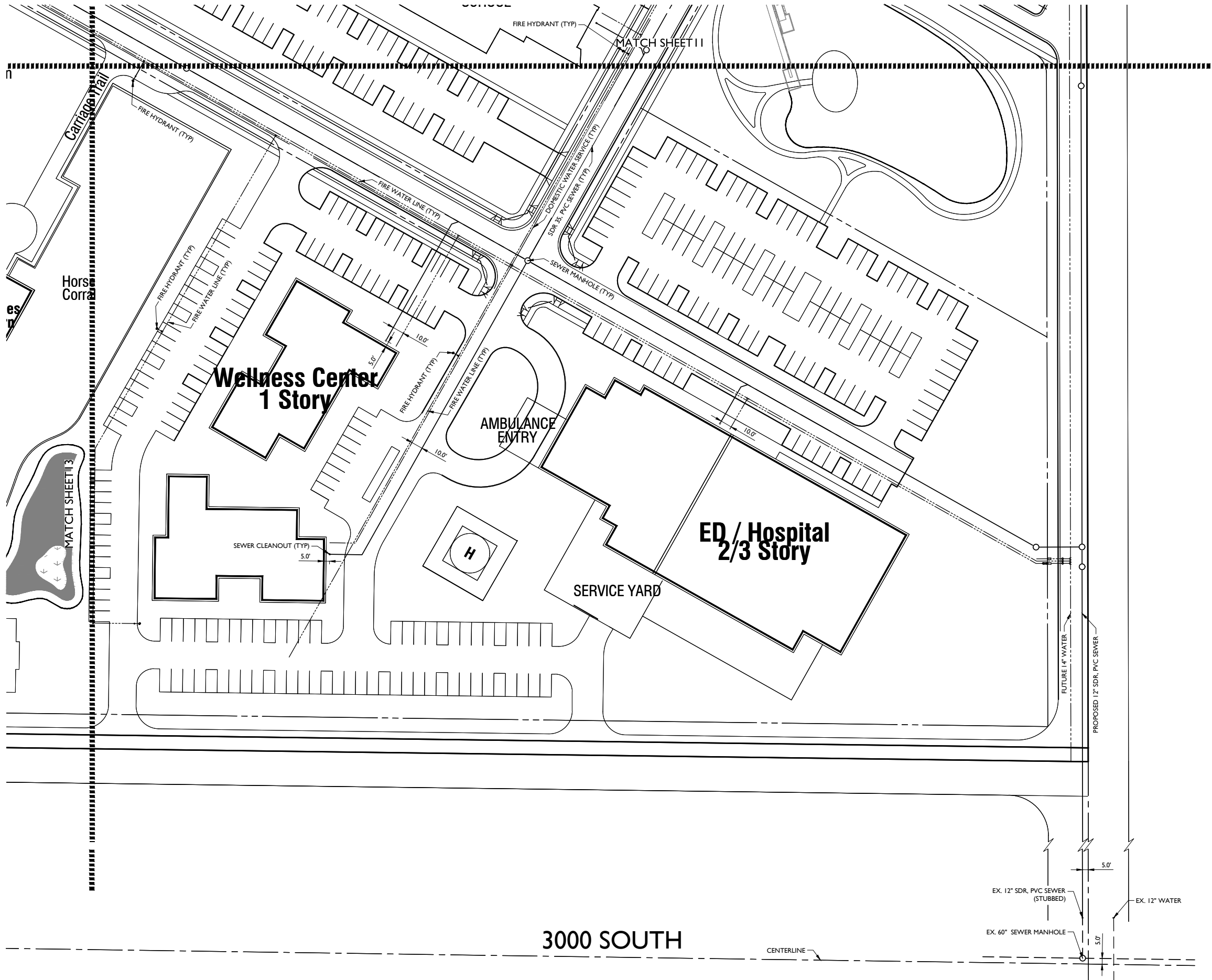
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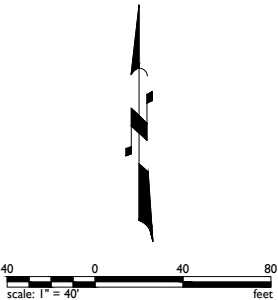
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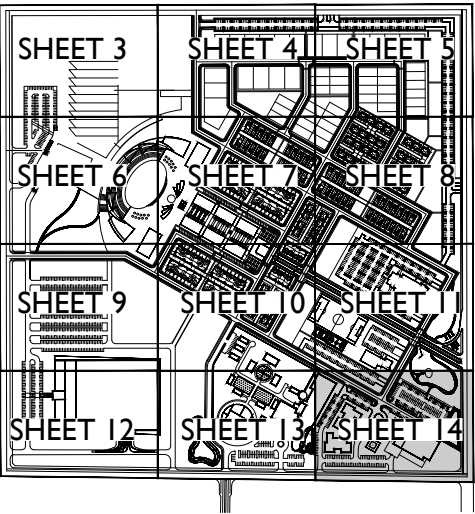
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CONSTRUCTION NOTES



KEY MAP



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Dwg No. UT12

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PHASING PLAN

The phasing recommendations for the Balance Point project focus on first developing access to the community - specifically the Southwestern 40 acres of the site where the first phase of Manufacturing, Warehouse and Distribution facilities for Balance of Natures product lines will be constructed. Initiating this as an early success project is critical to financing the rest of the community's development on a precinct-by-precinct basis. Early success projects could be developed and undertaken within each precinct to encourage early use of the community.

It is important to note that phasing will be driven by visionary ideas and funding opportunities that are unknown at this point. Future components of the development may be not-for-profit based and will develop as revenues are generated from the for-profit earlier components of the community. Based on priorities set by BoN's leadership committee, the preliminary phasing of the community's development are identified as:



Phase One:

(Precinct A): Production | Catalyst

- ◆ Phase 1a - Provide access and basic infrastructure needs to make the site safe for private and public access
- ◆ Phase 1b - Develop 200,000 sf + of Balance of Nature's Production, Manufacturing and Warehouse



Phase Two:

(Precinct B): Foundation | Heart

- ◆ Phase 2a - Develop 175,000 sf of the BoN Headquarters

(Precinct C): Engagement | First Impression

- ◆ Phase 2b - Develop Entry Feature and Main Street
- ◆ Develop early success projects (Community wide) such as early grading for updated stormwater conveyance and storage, community trails, gardens and main entry roadways.

(Precinct D): Convergence | Live Work Play

- ◆ Phase 2c - Begin developing Town Center, Retail, Commercial and Amphitheatre. The Town Center will provide residential service opportunities necessary to sustain the new community



Phase Three:

(Precinct E): Home | Hearth

- ◆ Begin to develop mixed use and single family housing for BON employees.
- ◆ Mixed Use and high density homes first
- ◆ Garden homes
- ◆ Larger lot homes

(Precincts F & G): Enrichment | Culture

- ◆ Concurrently phasing of Cultural enrichment sites F & G
- ◆ Spiritual - Church Site
- ◆ Education K-8th Grade School



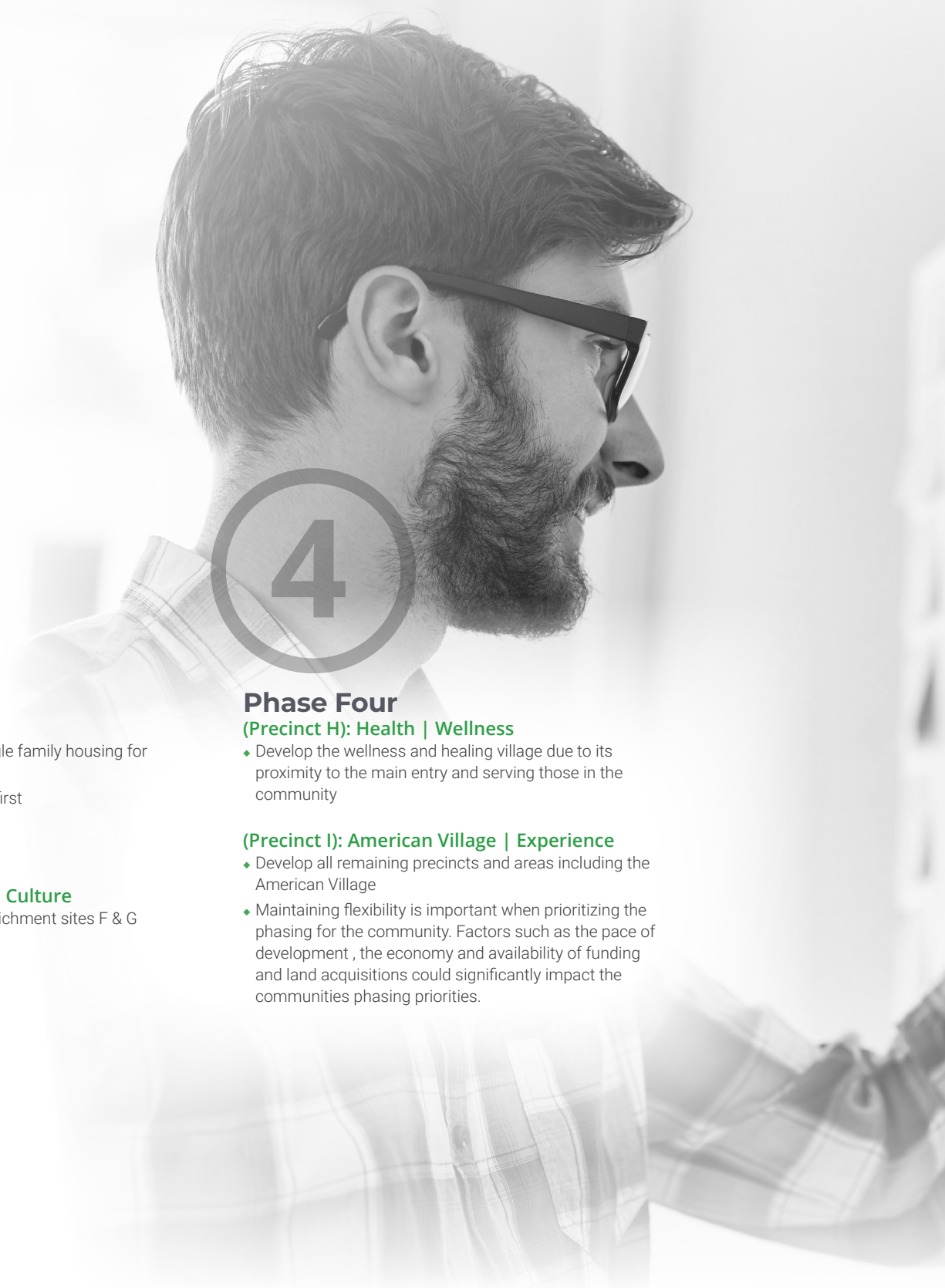
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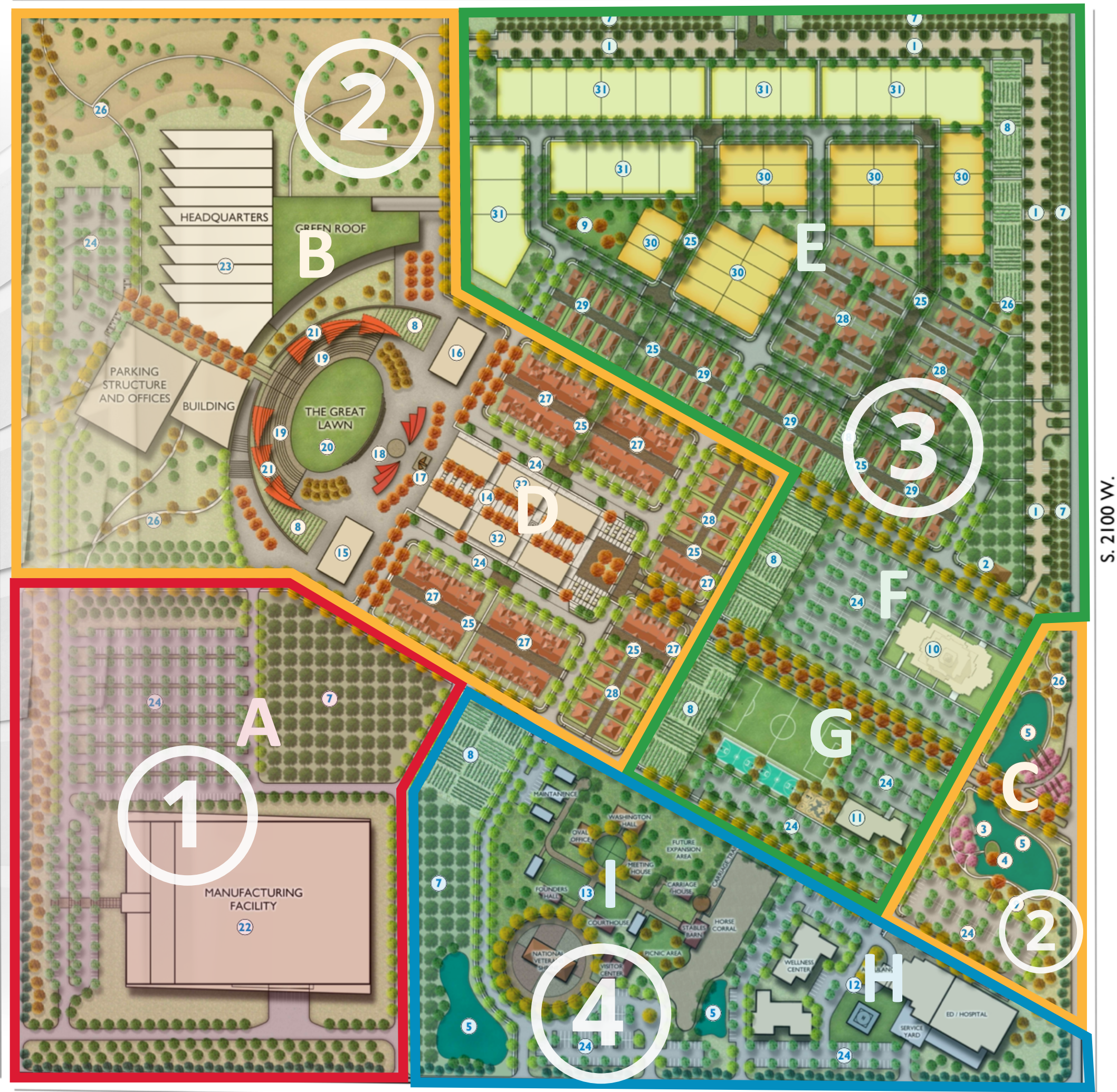
(Precinct H): Health | Wellness

- ◆ Develop the wellness and healing village due to its proximity to the main entry and serving those in the community

(Precinct I): American Village | Experience

- ◆ Develop all remaining precincts and areas including the American Village
- ◆ Maintaining flexibility is important when prioritizing the phasing for the community. Factors such as the pace of development , the economy and availability of funding and land acquisitions could significantly impact the communities phasing priorities.







STAFF COMMENTS

Open and Public Meeting Training

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None