



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

May 18, 2023
5:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Legislative Update

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 2 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 5:00 p.m. the Wednesday one week before the Council meeting.

OLD BUSINESS

1. Ordinance 2023-07: Discussion and consideration of a Land Use Code Amendment request on **Title 10 Chapter 3 Subsection 4 and Title 10 Chapter 39 Subsection 15 regarding model homes.**
2. Ordinance 2023-ZC-10: Discussion and consideration of a **Zone Change Amendment request located at approx. 2174 West 3000 South to contain an extraction overly with the existing underlying zone remaining, RA-1,**

residential one unit per acre. Parcel numbers H-3376-A and H-3375. Washington County Water Conservancy District Applicant.

NEW BUSINESS

1. Consideration and possible a proposed amendment to the **Hurricane City Standards for Design and Construction and Hurricane City's Drainage Manual** to require development within the Frog Hollow Sub-basin to retain storm water from 10-year storm events.
2. Consideration and possible approval of **local consent for 4 events held at Sand Hollow Resort Rockbowl**
3. Discussion and possible approval of **softball field renovations and construction of new fields**-Matt Hirschi
4. Consideration and possible approval of **updating the Quail Creek Phase 4 reimbursement Agreement** to allow remaining vouchers to be used outside Phase 4.
5. Public Hearing to take comments on the following:
 - a. Culinary water impact fees
6. Consideration and possible approval of **Ordinance 2023-09 amending the culinary water impact fees**
7. Ordinance 2023-08 - Discussion and consideration of **possible amendments to Title 1-4-5 and Title 4-3** of the Hurricane City Code
8. Discuss and consider **closing 100 W between State Street and 100 S** to vehicle traffic.
9. Consideration and possible approval of new **private hangar lease agreement** at the City Airport. -Final Design Group, LLC / Stephen Lemmon
10. 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

Agenda Summary for Hurricane City Council May 18, 2023

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Old Business

1. This item was continued from the last meeting to give SUHBA a chance to comment on the proposed changes. Their comments are in the packet.
2. This item was continued two meetings ago so the City's drainage manual and other commitments could be updated. New business item 1 is addressing drainage. **New business item 1 needs to be heard and voted on before a decision can be made on this item.** Staff recommends tabling this item to allow City and District staff time to resolve remaining issues with the development agreement.

New Business

1. The Planning Commission is holding a special meeting prior to the City Council meeting to review the proposal to provide a recommendation. If, at the meeting, the Planning Commission cannot make a recommendation, then this item will be removed.

As part of the discussion with Balance of Nature and Washington County Water Conservation District (WCWCD or the District), the District has requested a higher level of stormwater management to help prevent stormwater and pollutants from flowing into the clay extraction pit. They have stated this would be a term within the agreement currently under discussion. As such, engineering has provided a draft based on WCWCD's request for review. Provalue Engineering has also provided some preliminary numbers and findings about the change's impact in the area. Staff's main concerns are two-fold. 1) The requested standard update by WCWCD has not been backed up or supported by a study or more enhanced review. WCWCD has claimed that the change will prevent the initial flow of pollutants to the area. 2) These standards will increase the impact on property owners wishing to develop in the area. This is the main concern raised by the Planning Commission.

2. The Grill @ Sand Hollow has applied for local consent for four events to be held in their Rockbowl. Jennifer Harmon is the manager that oversees the events. A background was completed for her in February when they applied for other events. Staff has no concerns about issuing local consent for these events.
3. Matt Hirschi is proposing some renovations to the Spilsbury ball park fields 1 & 3. Currently these 2 fields are the only regulation sized fields the city owns. He would like

the girls in our community to have the same opportunity as the boys to play on a regulation field. A regulation field for girls softball is 60' bases and a 200' fence. This would also include no grass in the infield.

He has discussed this issue with Darren Barney, the parks supervisor and also Doug Heideman, the city council representative over the parks. During his conversation with Darren and Doug, Darren pointed out that by making these renovations, the cost to maintain the fields would actually decrease. He stated that the fields with dirt infields are cheaper and easier to maintain. There would be an initial cost to remove the grass but after that it would be beneficial from a financial perspective. Mr. Hirschi stated that us citizens can pitch in and help remove the grass and cut that cost and help the city with this project.

4. Council approved a reimbursement agreement with Dennett Construction on March 18, 2021, for system improvements in Quail Creek Industrial Ph 4. The developer did not use all the vouchers in phase 4 so they are requesting to amend the agreement to allow them to use the vouchers for any future development. They have eleven vouchers remaining.

The City Attorney recommends that if the Council decides to amend the reimbursement agreement that future vouchers are only allowed to be used in phase 5.

5. Public Hearing
6. This past year the Water Department has been working with Alpha Engineering to update our culinary impact fee. Earlier this year we held a City Council work meeting to discuss the culinary water fee draft. Susie from Zions Bank put together the financial portion. We appreciate Zions Bank and Alpha Engineering for the work they put into this study.

On April 25th the culinary water impact fee draft was presented to the Water Board, and they voted unanimously to recommend this impact fee for approval by the City Council.

We want to present this final draft to the City Council in a public hearing. It becomes necessary to update impact fees from time to time. One of the reasons is to ensure new development pays their share, and our local citizens aren't affected inadvertently.

Please look over the prepared documents and make sure you feel this is the direction the City should go.

7. Last year, the City Council approved a new ordinance allowing city staff to enforce the city ordinances using a civil enforcement mechanism. The ordinance as originally passed only had fines attached for short-term rental ordinances. The benefits of this system have been that civil citations require a lower standard of evidence and keep these types of actions out of our overworked Justice Court system. The City has received interest from the Beautification Committee and others to expand the current system to other ordinances. The Beautification Committee in particular expressed concerns with the large amount of rain we have received this year that we could see a lot of overgrown weeds become dangerous fire hazards. The fees presented and ordinances this can be applied to are largely similar to the fee schedule we have found in other nearby communities.

The Beautification Committee recommended approval of this item.

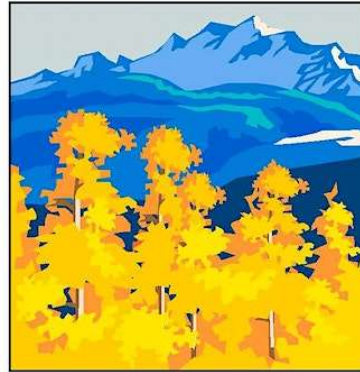
8. Hurricane City's General Plan states "[t]he City supports the transition of 100 West (from State Street to 100 South) from a vehicular road to a plaza, provided that the transition is accompanied by the development of additional, adequate parking (p 64)" and "Explore feasibility of using 100 West (from State Street to 100 South) as a pedestrian oriented plaza (p. 64)." This possibility has been further explored in the proposed draft downtown master plan. After some review, staff would like the City Council to consider a temporary closure of the road to vehicle traffic for the summer. This would allow the City to review the closure and make recommendations on a permanent solution.



9. Mr. Lemmon has acquired the existing hangar improvements at lot 7S1E of the airport and is requesting a new lease. The lease is for private, noncommercial use. The form of the lease is the version that was most recently approved by the City Council.

The Airport Advisory Board unanimously recommended approval of the proposed lease.

2023 Legislative Update



THE UTAH
LAND USE
INSTITUTE

Utah Land Use Institute
2023 Spring Conference
St. George, Utah
April 7, 2023

So Many Bills!!



- Local Land Use Planning & Administration
 - 35 bills introduced, 19 passed
 - 388 lines of code added to LUDMA (400 in county LUDMA)

Zoning Reform

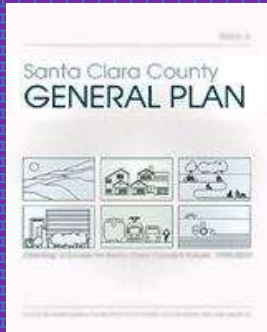
- Most states had legislation
 - Usually state-imposed “reforms”
 - Utah has been more collaborative



Moderate Income Housing Element



- Compliance requirement date changed to Aug. 1 (HB364)
- Modifies requirements for adopting number of strategies (HB364)
- Specifies 5-year implementation timeline (HB364)
- Makes a number of revisions to MIH reporting (HB364)
- Modifies provisions for MIH compliance (HB364)
- Establishes appeal process for determination of non-compliance (HB364)
- Modifies incentives and penalties for MIH non-compliance (SB174)



General Plan Modifications

- Some modifications to provisions for transit station-area plans (SB27)
- Consultation required with Div. Water Rights in preparation of water use and preservation element (SB76)
- Counties require additional consultation with water providers and agricultural interests (SB76)
- Requires submittal of comprehensive general plan amendments to AOG within 45 days of adoption (SB27)

Subdivision Approval Process (SB174)

- New LUDMA Section 604.1 – Process for subdivision review and approval
- Designate “administrative land use authority”
- Only applies to subs for 1- or 2-family dwellings, townhomes
- Preliminary and final plats only
- Applicant may request pre-application meeting
- ALUA may complete preliminary plat review by staff, or in public meeting; may hold one public hearing
- Final plat cannot be reviewed by Council or PC



Subdivision Review Process (SB174)

- New LUDMA Section 604.2 – Review of subdivision land use applications and subdivision improvement plans
- Initial review of preliminary plat to be completed within 15 days of receiving application
- Review of final plat to be completed within 20 days of receiving application
- Maximum of 4 review cycles permitted
- Applicant must respond to required changes he/she disagrees with in writing
- Lot line adjustment changes (HB406, SB174)
- For most larger cities and counties, subdivision process must be in place by Feb. 1, 2024; all others by Dec. 31, 2024

Development Standards

- “Residential roadway” limited to 32 ft. pavement width, with exceptions (HB406)
- Methodology for determining water rights exactions to be based on state standards and 5 years of actual usage data (SB158)
- Allows smaller towns and counties to establish drinking water source protection zones (SB158)
- Bonding for landscaping only for that on public property or to be dedicated, adjacent to trails, or to be maintained by HOA (HB406)



Specialized Land Use Provisions

- Airport Overlay and Influence Zoning required within 5,000 ft. of airport runways (HB206)
- Military Land Compatible Use “Plan” required within 5,000 ft of military facilities (HB265)
- Regulation of mobile businesses standardized (including food trucks) (HB408)
- HTRZ modifications (SB84)
 - Kimball Junction property entitlement



Other Land Use Provisions



- IADU provisions for attached garages, parking (SB174)
- Clarifies use of “moratoriums” (HB406)
- Clarifies use of development agreements (HB406)
- “Working animals” and “animal enterprises” (cities only) (SB113)
- Define “urban farming” (HB169)
- Referenda on land use regulations prohibited if: (SB199)
 - Adopted by unanimous vote
 - Transit station area regulations, by two-thirds vote
- Prohibit regulation of “co-owned” homes differently (SB271)

Public Noticing (SB43)



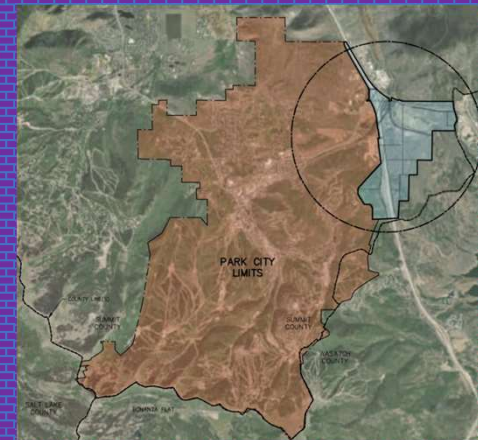
Notices Required				
63G-28-101 and 102				
	CLASS A	CLASS B	OPEN MTGS ACT	
Notice Required:	63G-28-102(1)	63G-28-102(2)	52-4-202(3)	
Public Notice Website (pmn.utah.gov)	x	x		x
Notice to Newspaper				x
Post at Principal Office or Meeting Location				x
Local Public Body Website (\$250,000+ bud)	x	x		
Notice Posted in Affected Area	x	x		
Notice Within Designated Area		x		
Content of Notice Summary Statement:				
Title - Subject of Notice		63G-28-101(3)		
Name of Public Body or Government Official				
Clear Statement of the Matter				
General Description of Related Area				
Dates and Deadlines Applicable				
Where to Get a Copy of Complete Notice				
Website - pmn.utah.gov				
Website - Entity Publishing Notice				
Physical Address to Get Notice				
Telephone Number				
Public Location:				
Open to Public - Can Be Privately Owned		63G-28-101(5)		
Closed to Public - But Notice is Visible				
Must be Reasonably Likely to be Seen by Residents				
Notice within designated area:				
If the area is not described in the ordinance, the entire county or municipality is the area.		63G-28-101(1)		
Designated Area Notice - Use First Option Practical to Use:				
Mail or Deliver to Current Address, or		63G-28-101(3)		
Mail or Deliver to Last Known Address. Or				
Post on Property of Owner to be Noticed				
Note: Must verify that notice remains on property				
Particular Notice Requirements				
If Affected Area is a Street, on or near the Street.		63G-28-102(1)		
If Affected Area is an Easement, on or near the Easement.				
If Interlocal Area, within each jurisdiction				
Timeliness				
Post notice at or prior to the beginning of the period of time required		63G-28-102(5)		
Public body or official is not to remove notice during the required time period				
Public body or official verifies the notice remains through the time period and				
replaces the notice if it is removed or damaged.				
Mail notice before the beginning of the period of time.				

Public Noticing (SB43)

49										
50	Specific Notice Required									
51	Every Public Meeting						OPMA			24 hours
52	General Plan - Prepare						A			10 days
53	General Plan - Hearings to Adopt or Amend						A			10 days
54	General Plan - Meetings to Discuss Adopt or Amend						A			24 hours
55	Ordinance - Hearings to Adopt or Amend						B	"area directly affected"		10 days
56	Ordinance - Meetings to Discuss Adopt or Amend						A			10 days
57	Zoning Map - Hearings to Adopt or Amend						B	"area directly affected"		10 days
58	Zoning Map - Hearings to Adopt or Amend						*	"owner of affected property"		10 days
59	Vacate Street - Hearing						A			10 days
60	Planning Advisory Areas - Hearing to Establish						A			1 week
61	Planning Advisory Areas - Hearing to Withdraw Area						B	"area proposed to be withdrawn"		3 weeks
62	Planning Advisory Areas - Dissolve						A			3 weeks
63										
64	*Code requires separate written notice to each property owner - see statute for details.									
65										

Annexation (HB406)

- Modifies definition of “rural real property”
- Allows partial annexations of islands or peninsulas
- Allows governing body to reconsider vote
- In considering a protest, Boundary Commission to give weight to preference of petitioner and protestors



Coming Next Year?

- Short Term Rentals (STRs)
- Dedicated Infrastructure Districts (DIDs)
- Annexation Code Revision
- Gravel Pits
- Transportation Use Fees?
- More land use administrative processes?
- Zoning reform?





STAFF COMMENTS

Ordinance 2023-07: Discussion and consideration of a Land Use Code Amendment request on **Title 10 Chapter 3 Subsection 4 and Title 10 Chapter 39 Subsection 15 regarding model homes.**

Discussion:

This proposed code amendment alters provisions around model homes standards within Hurricane City. It makes the following main changes.

1. Changes model home to a model unit. This would allow for commercial and industrial buildings to be built under this code.
2. Requires a subdivision to be recorded prior to issuance of a building permit.
3. Requires the site to meet the fire code and be approved by the Fire District.
4. Requires the model home to be included on construction drawings for the development and approved by the JUC.
5. Requires that a model home submit a site plan to be approved by the zoning administrator.

Staff has uploaded comments from Ash Creek and Hurricane Power in their review of the model home ordinance.

Findings:

Recommendation:

Attachments:

1. Ordinance 2023-07 Model Home Ordinance
2. Sec._10_39_15.____Enforcement_and_permits Updated
3. Model Home JUC Redlines
4. Spanish Fork
5. taylorvilleut-ut-1
6. toquervilleut-ut-1
7. washingtonut-ut-1
8. northsaltlakeut-ut-1
9. Email from SUBA
10. Hurricane Power comments
11. Ash Creek Comments
12. Power Comments
13. SUHBA Comments

14. Councilman Prete's comments - Model Home ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 10 CHAPTER 3 SUBSECTION 4 AND TITLE 10 CHAPTER 39 SUBSECTION 15
REGARDING MODEL HOMES.**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10 Chapter 3 Subsection 4 and Title 10 Chapter 39 Subsection 15 regarding model homes; and

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

WHEREAS, the proposed amendment would increase the regulations on the construction of model homes; and

WHEREAS, the Planning Commission gave a positive recommendation.

BE IT HEREBY ORDAINED that Title 10 Chapter 3 Subsection 4 and Title 10 Chapter 39 Subsection 15 regarding model homes of the Hurricane City Code shall be, and is hereby, amended as follows:

Sec. 10-3-4 Definition

Model Unit is a single dwelling, commercial, or industrial unit within a subdivision to be shown to prospective buyers for other lots or units within the subdivision.

Sec. 10-39-15. Enforcement and permits.

- A. In order to enforce compliance with this chapter, the Building Official shall not issue any permit for the proposed erection, construction, reconstruction, alteration of any structure, or use of any land until the provisions of this chapter have been met. No City officer or employee shall issue any permit or license for the construction or installation of any building or structure or use on any subdivision lot until the following conditions have been met:
1. Such subdivision plat shall have been approved and recorded in the office of the county recorder.
 2. Infrastructure improvements shown on approved construction plans for the subdivision:
 - a. Have been constructed and installed and preliminarily accepted; or
 - b. The City has received and accepted an improvement completion assurance for the subdivision in accordance with this chapter, and the following improvements have been constructed, installed, tested and accepted in accordance with the requirements of the building or fire code:
 - (1) A road base of untreated, compacted and graded gravel;

- (2) Sewer, storm drains and storm drain facilities;
 - (3) Curb and gutter unless otherwise not required by this Code;
 - (4) Water system, including water lines and hydrants; and
 - (5) Power lines.
- B. All required improvements must be complete within 12 months of notice to proceed.
 - C. The City may call upon the improvement completion assurance filed with the City for all improvements not completed within 12 months of the notice to proceed or when the first building within the subdivision seeks an occupancy permit, whichever is sooner.
 - D. It shall be prohibited for anyone to start construction on any building within a subdivision until they have fulfilled the requirements of this chapter.
 - E. Any license or permit issued in conflict with this chapter shall be null and void.
 - F. Notwithstanding the provisions of subsection A above, a building permit may be issued for:
 - 1. A single model unit in a subdivision may be given a building permit under the following conditions:
 - a. The subdivision plat has been recorded and the project meets the bonding requirements of this chapter.
 - b. The subdivision has a total of ten (10) units or more.
 - c. The Hurricane Valley Fire District has confirmed that all fire protection requirements for the subdivision have been satisfied as determined by the District.
 - d. The proposed model unit is within 250' of a functional fire hydrant.
 - e. A model unit must be identified on the subdivision construction drawings and approved by the Joint Utility Committee.
 - d . Approval, Amendment Or Denial Authority; Findings: A model unit approved pursuant to this paragraph requires a site plan. The zoning administrator has the authority to approve, require amendments to, or deny the site plan. In approving a model unit site plan, the following findings shall be made:
 - 1. The design of the improvements:
 - a. Is consistent with the preliminary plat and its conditions.
 - b. Is consistent with the zoning requirements of the zone.
 - c. Will not adversely affect the public health, safety and welfare.
 - 2. Signage is consistent with the city sign regulations.
 - 3. There is adequate off-street parking.

4. All weather surface access is provided to the model unit and parking areas.
 5. Fire protection is provided to the site and approval by the Hurricane Valley Fire District .
 6. Sanitary facilities are provided at the site for public use.
 7. A dumpster is provided for the site.
2. A model home complex (multiple model units) within a master-planned community with a planned development overlay upon approval by the City Council of an amendment to the development agreement stating the terms and conditions for issuance of the building permit.
 3. An Occupancy Permit may only be issued for a model unit if the subdivision meets the standards contained within this Chapter and the home meets all other building code requirements
- (Ord. 2008-32, 12-18-2008; Ord. 2012-2, 4-19-2012; Ord. 2019-09, 7-18-2019; Ord. No. 2021-04 , 6-17-2021)

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

PASSED AND APPROVED this ____ day of May 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 16th day of April 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

Sec. 10-3-4 Definition

Model Unit is a single dwelling, commercial, or industrial unit within a subdivision to be shown to prospective buyers for other lots or units within the subdivision.

Sec. 10-39-15. Enforcement and permits.

- A. In order to enforce compliance with this chapter, the Building Official shall not issue any permit for the proposed erection, construction, reconstruction, alteration of any structure, or use of any land until the provisions of this chapter have been met. No City officer or employee shall issue any permit or license for the construction or installation of any building or structure or use on any subdivision lot until the following conditions have been met:
1. Such subdivision plat shall have been approved and recorded in the office of the county recorder.
 2. Infrastructure improvements shown on approved construction plans for the subdivision:
 - a. Have been constructed and installed and preliminarily accepted; or
 - b. The City has received and accepted an improvement completion assurance for the subdivision in accordance with this chapter, and the following improvements have been constructed, installed, tested and accepted in accordance with the requirements of the building or fire code:
 - (1) A road base of untreated, compacted and graded gravel;
 - (2) Sewer, storm drains and storm drain facilities;
 - (3) Curb and gutter unless otherwise not required by this Code;
 - (4) Water system, including water lines and hydrants; and
 - (5) Power lines.
 - B. All required improvements must be complete within 12 months of notice to proceed.
 - C. The City may call upon the improvement completion assurance filed with the City for all improvements not completed within 12 months of the notice to proceed or when the first building within the subdivision seeks an occupancy permit, whichever is sooner.
 - D. It shall be prohibited for anyone to start construction on any building within a subdivision until they have fulfilled the requirements of this chapter.
 - E. Any license or permit issued in conflict with this chapter shall be null and void.
 - F. ~~Notwithstanding the provisions of subsection A above, a building permit may be issued for:~~
 1. ~~A single model unit home in a subdivision may be given a building permit under the following conditions; provided that a certificate of occupancy shall not be granted and the model home may not be used or occupied for any reason until the subdivision plat has been approved and recorded.~~
 - ~~a. The subdivision plat has been recorded and the project meets the bonding requirements of this chapter.~~
 - ~~b. The subdivision has a total of ten (10) units or more.~~
 - ~~c. The Hurricane Valley Fire District has confirmed that all fire protection requirements for the subdivision have been satisfied as determined by the District. All fire protection requirements must be met as set and approved by the Hurricane Valley Fire District. The model unit is within 250' of a functional fire hydrant.~~

Commented [1]: Is removing Subsection F entirely still part of the discussion?

Commented [2]: Do we want to make it less?

Commented [3R2]: Look at 5

d. The proposed model unit is within 250' of a functional fire hydrant.

e. A model unit must be identified on the subdivision construction drawings and approved by the Joint Utility Committee.

de. Approval, Amendment Or Denial Authority; Findings: A model unit approved pursuant to this paragraph requires a site plan. The zoning administrator has the authority to approve, require amendments to, or deny the site plan. In approving a model unithome site plan, the following findings shall be made:

1. The design of the improvements:

a. Is consistent with the preliminary plat and its conditions.

b. Is consistent with the zoning requirements of the zone.

c. Will not adversely affect the public health, safety and welfare.

2. Signage iss-are consistent with the city sign regulations.

3. There is adequate off-street parking.

4. All weather surface access is provided to the model unithomes and parking areas.

5. Fire protection is provided to the site and approval by the Hurricane Valley Fire DistrictDistrie.

6. Sanitary facilities are provided at the site for public use.

7. A dumpster is provided for the site.

2. A model home complex (multiple model units) within a master planned community with a planned development overlay upon approval by the City Council of an amendment to the development agreement stating the terms and conditions for issuance of the building permit.

3. An Occupancy Permit may only be issued for a model unit if the subdivision meets the standards contained within this Chapter and the home meets all other building code requirements

(Ord. 2008-32, 12-18-2008; Ord. 2012-2, 4-19-2012; Ord. 2019-09, 7-18-2019; Ord. No. 2021-04 , 6-17-2021)

Sec. 10-39-15. Enforcement and permits.

- A. In order to enforce compliance with this chapter, the Building Official shall not issue any permit for the proposed erection, construction, reconstruction, alteration of any structure, or use of any land until the provisions of this chapter have been met. No City officer or employee shall issue any permit or license for the construction or installation of any building or structure or use on any subdivision lot until the following conditions have been met:
1. Such subdivision plat shall have been approved and recorded in the office of the county recorder.
 2. Infrastructure improvements shown on approved construction plans for the subdivision:
 - a. Have been constructed and installed and preliminarily accepted; or
 - b. The City has received and accepted an improvement completion assurance for the subdivision in accordance with this chapter, and the following improvements have been constructed, installed, tested and accepted in accordance with the requirements of the building or fire code:
 - (1) A road base of untreated, compacted and graded gravel;
 - (2) Sewer, storm drains and storm drain facilities;
 - (3) Curb and gutter unless otherwise not required by this Code;
 - (4) Water system, including water lines and hydrants; and
 - (5) Power lines.
- B. All required improvements must be complete within 12 months of notice to proceed.
- C. The City may call upon the improvement completion assurance filed with the City for all improvements not completed within 12 months of the notice to proceed or when the first building within the subdivision seeks an occupancy permit, whichever is sooner.
- D. It shall be prohibited for anyone to start construction on any building within a subdivision until they have fulfilled the requirements of this chapter.
- E. Any license or permit issued in conflict with this chapter shall be null and void.
- F. Notwithstanding the provisions of subsection A above, a building permit may be issued for:
1. A single model unit home in a subdivision may be given a building permit under the following conditions; provided that a certificate of occupancy shall not be granted and the model home may not be used or occupied for any reason until the subdivision plat has been approved and recorded.
 - a. The subdivision plat has been recorded and the project meets the bonding requirements of this chapter.
 - b. The model unit is within 250' of a functional fire hydrant.
 2. A model home complex within a master planned community with a planned development overlay upon approval by the City Council of an amendment to the development agreement stating the terms and conditions for issuance of the building permit. - Slippery slope.
 3. An Occupancy Permit may only be issued for a model unit if the subdivision meets the standards contained within this Chapter and the home meets all other building code requirements

(Ord. 2008-32, 12-18-2008; Ord. 2012-2, 4-19-2012; Ord. 2019-09, 7-18-2019; Ord. No. 2021-04, 6-17-2021)

(Supp. 1, Update 9)

Created: 2022-12-20 10:47:11 [EST]

1. It is the position of the power dept. to completely do away with the "Model Home" ordinance. with the explanation that developers and home-owners do not understand the operating procedures of the city, unknowingly requesting utilities to the model well before power is even installed. ~~At the~~
2. if we must keep the ordinance ~~as stands currently~~, power requests there be no change and that there be placed even strict policy that the model must still comply to operating procedures as stands.
3. To further explain, by allowing commercial, industrial, or everyone to create a model unit we will compound our problems and frustration. Developers are relentless when in a crunch or losing money. Often times Lobbying Council members / mayor / staff and taking time that we don't have because they need a favor.

15.3.24.060 Subdivision Model Home

- A. A model home may be provided in conjunction with residential subdivisions subject to the following:
1. The model is used only to market homes being built in the subdivision or Master Planned Development in which it is located. No off-site sales are allowed.
 2. A model home plan is required, which shows the lot(s) to be used, parking areas, fencing, lighting, and signage. The Community Development Director shall review and approve the plan prior to the issuance of building permits for models.
 3. Prior to occupancy as a residential unit, all model homes must conform to all provisions of this ordinance, and any temporary parking, office, lighting, fencing, signage, and similar improvements shall be removed.

(Ord. No. 14-16, Amended 09/20/2016)

13.11.140: MODEL HOMES:

The following standards shall apply to all model homes within the city:

A. Location: Model homes are only allowed within city approved and recorded residential developments of five (5) units or more. They must be located on a platted lot or site within the advertised development.

B. Duration: Model homes may be operated for no more than two (2) years from first occupancy of a dwelling unit in the development or until the second to last unit is sold within the advertised development, whichever comes first. The director may approve an extension on a case by case basis.

C. Construction Standards: Model homes must comply with all standards and conditions of approval for the advertised development including building materials, setbacks, landscaping, etc., and must comply with all applicable residential dwelling standards upon discontinued use as a sales office. (Ord. 12-15, 7-11-2012)

10-17-5: MODEL HOME ALLOWANCES:

Model homes shall be located within the subdivision for which sales will be made. The home may be offered for sale as a subdivision residence at any time, so long as a permanent certificate of occupancy has been obtained from the Building Department. (Ord. 2017.03, 5-11-2017)

9-14-23: MODEL HOMES:

A. Number Permitted: Notwithstanding any other provisions of this code, after a preliminary plat has been approved, model homes may be constructed within the area covered by the preliminary plat if all of the conditions of this section are complied with. In order to have model homes, the preliminary plat shall have a minimum of twenty five (25) lots or units. The number of model homes allowed shall be based on the total number of lots or units approved for the preliminary plat and the following schedule:

<u>Lots Or Units</u>	Model Homes
25 – 40	2
41 – 55	3
56 – 70	4
71 – 85	5
86+	6

One of the model homes may be used as a temporary office as long as applicable building codes are complied with.

B. Plan, Agreement And Application Required: The owner or developer of land within an approved preliminary plat who desires to construct model homes therein shall file the following with the community development department:

1. Three (3) copies of a model home site plan (which must be a typical representation of the proposed development) showing the proposed locations of all models and of all other structures proposed to be built, the locations of roads, walks, parking areas and other improvements within the site, and landscaping plans, as well as building elevations of the model homes.

2. An "agreement and consent to judgment" signed and acknowledged by both the owner and developer guaranteeing that all land and improvements constructed as a part of the model homes shall conform with the final plat, zoning and improvement plans, and guaranteeing that if the final plat is not recorded within twelve (12) months from the date of preliminary plat approval or any authorized extension thereof, all of the model home site plan improvements shall be removed at the sole cost of the owner thereof and the land restored to its former condition. The form of the agreement shall be approved by the city attorney before it is filed.

3. A completed site plan application and associated review fee.

C. Approval, Amendment Or Denial Authority; Findings: The zoning administrator has the authority to approve, amend or deny the site plan. In approving a model home site plan, the following findings shall be made:

1. The design of the improvements:

- Is consistent with the preliminary plat and its conditions.
- Is consistent with the zoning requirements of the zone.
- Will not adversely affect the public health, safety and welfare.

2. Signs are consistent with the city sign regulations.

3. There is adequate off street parking.

4. All weather surface access is provided to the model homes and parking areas.

5. Fire protection (operating fire hydrants) is provided to the site.

6. Sanitary facilities are provided at the site for public use.

7. A dumpster is provided for the site.

D. Permit Application: After the site plan has been approved by the zoning administrator, the owner or developer may apply for building permits for the model homes in accordance with the approved site plan. All plans, specifications and certificates required for compliance with the building code, together with the payment of the prescribed fees, shall be required.

E. Plans And Specifications: Plans and specifications shall be submitted to the public works department for the construction of necessary streets, curbs, gutters, paving and fire protection to serve the model homes, and necessary utilities, sewers and storm drains shall be constructed. Plans and specifications shall be approved by the public works project manager prior to the issuance of building permits. Final street construction may be deferred until such time as the model homes are no longer in use, providing a bond in an amount approved by the public works project manager guaranteeing final street construction is posted.

F. Occupancy: No residential occupancy shall be permitted in any dwelling unit constructed as a model home until the building official has verified that improvements related to marketing have been removed; the dwelling, garage and driveway

have been fully restored for residential use; and that all of the requirements applicable to the dwelling have been met, along with all building code requirements.

G. Appeal Of Decision: A decision of the zoning administrator may be appealed to the appeal authority designated in this title. (Ord. 2006-41, 12-13-2006)

10-3-7: MODEL HOMES:

A. After recording of a subdivision plat, building permits for model homes may be issued before completion of on and off site improvements, subject to the following requirements:

1. The applicant must provide proof of ownership of the property where the model home is proposed to be located.
2. The applicant must sign a statement acknowledging that the applicant takes full responsibility for the risks being taken by constructing a model home before on and off site improvements are completed.
3. All on and off site improvements for the full plat must be completed within forty five (45) days of issuance of the first model home building permit. If, in the opinion of the city engineer or the city building official, on and off site improvements cannot be completed within forty five (45) days of the issuance of a permit for a model home, then the city engineer or the city building official may withhold approval of a model home building permit.
4. If all on and off site improvements for the full plat are not completed within the forty five (45) day period, the city may suspend issuance of additional permits until improvements are completed.
5. A maximum of two (2) model homes will be allowed in each plat.
6. Prior to the issuance of a building permit for a model home, hard surfaced roads must be completed such that they provide reasonable access to the structure(s).
7. All fire protection requirements must be met as set and approved, in writing, by the South Davis Metro Fire District.
8. No dwelling unit, including model homes, will be issued a certificate of occupancy until all on and off site improvements are completed.
9. Model homes may be operated until a building permit is issued for the last remaining lot within the development.

B. Issuance of any building permit for a model home before the completion of on and off site improvements is subject to predicted weather conditions. No building permit application for a model home prior to completion of on and off site improvements will be accepted between September 15 and March 1. (Ord. 2011-06, 5-3-2011)

Cindy Beteag

From: Stephen Nelson
Sent: Wednesday, May 03, 2023 3:30 PM
To: Cindy Beteag; David Sanders; David Hirschi; Doug Heideman; Joseph Prete; Kaden DeMille; Kevin Thomas; Nanette Billings
Subject: Fwd: Model Home

City Council,

Please see the attached comments below from Stacy, a representative of SUHBA.

Thanks,



Stephen Nelson, AICP
Hurricane City
Planning Director
(435) 635-2811

Get [Outlook for iOS](#)

From: Stacy Young <stacy@utahlanduse.com>
Sent: Monday, May 1, 2023 10:33:49 AM
To: Stephen Nelson <stephen@cityofhurricane.com>
Cc: Mari Krashowetz <mari@suhba.com>; Greg Sant <greg.perryhomesutah@gmail.com>
Subject: Model Home

Hi Stephen,

I thought the IZ discussion went well last week. I think you're on the right track there.

I left after that, because the model home ordinance was in a good place. However, my understanding is that it was changed by the planning commission after the public hearing was closed to give JUC more authority over approval.

This is a real concern, for two reasons. One, we know it is the JUC that wants to eliminate the model home option entirely so giving them an effective veto over approval is likely to increase the hassle factor, or worse. Second, the general posture of support from our membership through the public hearing step was predicated on different language than the ordinance that is now moving forward. Generally speaking, a substantial change, which we think this is, would trigger the need for a public hearing but my understanding is that there is no plan for that (my understanding is that this item will go straight to the Council this week).

The upshot is that we would ask you to give our membership a reasonable opportunity to consider the new language and register their feedback, either by rehearing the item at the next planning commission or moving it to a later City Council meeting. Please let me know what you think.

Thanks,
Stacy

--

C: (435) 313-3914

Cindy Beteag

From: Stephen Nelson
Sent: Wednesday, May 03, 2023 4:37 PM
To: Cindy Beteag; David Sanders; David Hirschi; Doug Heideman; Joseph Prete; Kaden DeMille; Kevin Thomas; Nanette Billings
Subject: FW: JUC agenda

City Council,

Please see the attached comments from the Power Department.

Stephen

From: Mike Ramirez <powermike@cityofhurricane.com>
Sent: Wednesday, May 3, 2023 1:35 PM
To: Stephen Nelson <stephen@cityofhurricane.com>
Subject: RE: JUC agenda

Stephen,

I am not sure if you are for or against this code or the code change. Power dept would rather not have this type of situation. In the past we have had multiple parade homes, these homes seem to fall under this model home unit before the subdivision signs off. I understand that it may not be a parade home but just an actual model home. Hurricane Power runs into problems where the home or unit is finished or nearly finished and the developer is asking for power to finish up or testing or whatever it might be...As the developers approach council members, mayor, or any other city employee sometimes not all of the information is given. We need the council to understand that power is one of the last items installed in subdivisions, electrical contractors will not usually install the equipment until sidewalk is installed or at the very least curb and gutter is installed to ensure the equipment is installed in the proper location and proper elevations. This makes it almost impossible to provide power before the preliminary acceptance stage anyway! We definitely do not need added pressure to finish the project or take shortcuts to make it work.

The other concern is when our warranty and maintenance starts. As we have places like the scenic point parade home ask for power early, the power dept now has to maintain the equipment, including locating for future excavation, on an area where we normally would not until it is approved. Sometimes this take additional months of work we shouldn't have to have. It is not known currently what happens to equipment that goes bad during this grey period. Who fixes it? Who pays for it? Seems to be completely out of our normal mode of operation. The parade homes in the past have been easy and have been hard. The Scenic point example was fairly easy, we energized 1 piece of wire and 1 transformer because it was close to current infrastructure. On the other hand the Ridge at Zion Vista could have been extremely bad, we energized an entire section of line to the far end of the subdivision without really knowing if the equipment was installed in the proper locations.. this is all worked out at the time of punchlist and before the preliminary acceptance.

Power Dept thinks we should not add to this type of problem

Thanks,
Michael Ramirez
Hurricane City Power

Stephen Nelson

From: amber@ashcreekssd.com
Sent: Thursday, May 4, 2023 7:57 AM
To: Stephen Nelson
Subject: RE: JUC agenda

Stephen,

Ash Creek takes no exception to the Model Unit code.

Thanks,



Amber Gillette, P.E.

Engineer

435-635-2348 Ext. 110
amber@ashcreekssd.com

From: Stephen Nelson <stephen@cityofhurricane.com>
Sent: Tuesday, May 2, 2023 11:39 AM
To: Mike Vercimak <mike@cityofhurricane.com>; Amber Gillette (amber@ashcreekssd.com) <amber@ashcreekssd.com>; Angie Tripp <angie@cityofhurricane.com>; Arthur Lebaron <arthur@cityofhurricane.com>; Brian Anderson <powerbrian@cityofhurricane.com>; Chad Reynolds <chadr@dixiepower.com>; Colby Batty (colby.batty@dominionenergy.com) <colby.batty@dominionenergy.com>; Dale Patrick (dale.patrick@lumen.com) <dale.patrick@lumen.com>; Dallin Pead <dallin.pead@BacksCom.com>; Darren Barney <darren@cityofhurricane.com>; Fred Resch <fred@cityofhurricane.com>; Gary Wilcox (gary@ashcreekssd.com) <gary@ashcreekssd.com>; Jacob Bozarth (Jacob.g.Bozarth@dominionenergy.com) <Jacob.g.Bozarth@dominionenergy.com>; Jeremy Pickering <jeremy@cityofhurricane.com>; Joe Ipson (piutejoe@hotmail.com) <piutejoe@hotmail.com>; Joe Rhodes <joe@cityofhurricane.com>; John Postert <johnp@hvfssd.org>; Ken Richins <kenr@cityofhurricane.com>; Kory Wright <kwright@cityofhurricane.com>; Laura Thurber (laura.thurber@infowest.com) <laura.thurber@infowest.com>; Mason Snow <msnow@cityofhurricane.com>; Matt Goodrich (matt@ashcreekssd.com) <matt@ashcreekssd.com>; Matt Politte <mattpolitte@cityofhurricane.com>; Matthew Brann (matt.brann@backscm.com) <matt.brann@BacksCom.com>; Mike Chandler <mike@ashcreekssd.com>; Mike Ramirez <powermike@cityofhurricane.com>; Pamela Blackmore <pamela@cityofhurricane.com>; Ryan Nay (RyanN@wcwcd.org) <RyanN@wcwcd.org>; Shalaine Coleman (shalaine@infowest.com) <shalaine@infowest.com>; Weston Walker <weston@cityofhurricane.com>; Whit (whit@wcwcd.org) <whit@wcwcd.org>
Subject: RE: JUC agenda

All,

I wanted to forward the proposed code change to the model homes that will be going to City Council this week. Please look it over and let me know if you have any questions or comments.

Stephen Nelson, AICP

Hurricane City
Planning Director
(435) 635-2811



PLANNING & ZONING
HURRICANE CITY
UTAH

From: Mike Vercimak <mike@cityofhurricane.com>

Sent: Tuesday, May 2, 2023 11:17 AM

To: Amber Gilette (amber@ashcreekssd.com) <amber@ashcreekssd.com>; Angie Tripp <angie@cityofhurricane.com>; Arthur Lebaron <arthur@cityofhurricane.com>; Brian Anderson <powerbrian@cityofhurricane.com>; Chad Reynolds <chadr@dixiepower.com>; Colby Batty (colby.batty@dominionenergy.com) <colby.batty@dominionenergy.com>; Dale Patrick (dale.patrick@lumen.com) <dale.patrick@lumen.com>; Dallin Pead <dallin.pead@BacksCom.com>; Darren Barney <darren@cityofhurricane.com>; Fred Resch <fred@cityofhurricane.com>; Gary Wilcox (gary@ashcreekssd.com) <gary@ashcreekssd.com>; Jacob Bozarth (Jacob.g.Bozarth@dominionenergy.com) <Jacob.g.Bozarth@dominionenergy.com>; Jeremy Pickering <jeremy@cityofhurricane.com>; Joe Ipson (piutejoe@hotmail.com) <piutejoe@hotmail.com>; Joe Rhodes <joe@cityofhurricane.com>; John Postert <johnp@hvfssd.org>; Ken Richins <kenr@cityofhurricane.com>; Kory Wright <kwright@cityofhurricane.com>; Laura Thurber (laura.thurber@infowest.com) <laura.thurber@infowest.com>; Mason Snow <msnow@cityofhurricane.com>; Matt Goodrich (matt@ashcreekssd.com) <matt@ashcreekssd.com>; Matt Politte <mattpolitte@cityofhurricane.com>; Matthew Brann (matt.brann@backscm.com) <matt.brann@backscm.com>; Mike Chandler <mike@ashcreekssd.com>; Mike Ramirez <powermike@cityofhurricane.com>; Mike Vercimak <mike@cityofhurricane.com>; Pamela Blackmore <pamela@cityofhurricane.com>; Ryan Nay (RyanN@wcwcd.org) <RyanN@wcwcd.org>; Shalaine Coleman (shalaine@infowest.com) <shalaine@infowest.com>; Stephen Nelson <stephen@cityofhurricane.com>; Weston Walker <weston@cityofhurricane.com>; Whit (whit@wcwcd.org) <whit@wcwcd.org>

Subject: JUC agenda

Please find attached the JUC agenda for May 3, 2023. Please take note of the items that are due back and also those projects that are seeking signatures. Thanks and hope to see you at the meeting.

Mike Vercimak
Director of Public Works
147N 870W
Hurricane, Utah 84737
Ph: 435-635-2811 ext.119

Teach InfoWest Spam Trap if this mail is spam:
[Spam](#)

[Not spam](#)

[Forget previous vote](#)

REMEMBER: Never give out your account information, password, or other personal information over e-mail.

Stephen Nelson

From: Mike Ramirez
Sent: Wednesday, May 3, 2023 1:35 PM
To: Stephen Nelson
Subject: RE: JUC agenda

Stephen,

I am not sure if you are for or against this code or the code change. Power dept would rather not have this type of situation. In the past we have had multiple parade homes, these homes seem to fall under this model home unit before the subdivision signs off. I understand that it may not be a parade home but just an actual model home. Hurricane Power runs into problems where the home or unit is finished or nearly finished and the developer is asking for power to finish up or testing or whatever it might be...As the developers approach council members, mayor, or any other city employee sometimes not all of the information is given. We need the council to understand that power is one of the last items installed in subdivisions, electrical contractors will not usually install the equipment until sidewalk is installed or at the very least curb and gutter is installed to ensure the equipment is installed in the proper location and proper elevations. This makes it almost impossible to provide power before the preliminary acceptance stage anyway! We definitely do not need added pressure to finish the project or take shortcuts to make it work.

The other concern is when our warranty and maintenance starts. As we have places like the scenic point parade home ask for power early, the power dept now has to maintain the equipment, including locating for future excavation, on an area where we normally would not until it is approved. Sometimes this take additional months of work we shouldn't have to have. It is not known currently what happens to equipment that goes bad during this grey period. Who fixes it? Who pays for it? Seems to be completely out of our normal mode of operation. The parade homes in the past have been easy and have been hard. The Scenic point example was fairly easy, we energized 1 piece of wire and 1 transformer because it was close to current infrastructure. On the other hand the Ridge at Zion Vista could have been extremely bad, we energized an entire section of line to the far end of the subdivision without really knowing if the equipment was installed in the proper locations.. this is all worked out at the time of punchlist and before the preliminary acceptance.

Power Dept thinks we should not add to this type of problem

Thanks,
Michael Ramirez
Hurricane City Power

From: Stephen Nelson <stephen@cityofhurricane.com>
Sent: Tuesday, May 2, 2023 11:39 AM
To: Mike Vercimak <mike@cityofhurricane.com>; Amber Gilette (amber@ashcreekssd.com) <amber@ashcreekssd.com>; Angie Tripp <angie@cityofhurricane.com>; Arthur Lebaron <arthur@cityofhurricane.com>; Brian Anderson <powerbrian@cityofhurricane.com>; Chad Reynolds <chadr@dixiepower.com>; Colby Batty (colby.batty@dominionenergy.com) <colby.batty@dominionenergy.com>; Dale Patrick (dale.patrick@lumen.com) <dale.patrick@lumen.com>; Dallin Pead <dallin.pead@BacksCom.com>; Darren Barney <darren@cityofhurricane.com>; Fred Resch <fred@cityofhurricane.com>; Gary Wilcox (gary@ashcreekssd.com) <gary@ashcreekssd.com>; Jacob Bozarth (Jacob.g.Bozarth@dominionenergy.com) <Jacob.g.Bozarth@dominionenergy.com>; Jeremy Pickering <jeremy@cityofhurricane.com>; Joe Ipson (piutejoe@hotmail.com) <piutejoe@hotmail.com>; Joe Rhodes <joe@cityofhurricane.com>; John Postert <johnp@hvfssd.org>; Ken Richins <kenr@cityofhurricane.com>; Kory Wright <kwright@cityofhurricane.com>; Laura Thurber (laura.thurber@infowest.com) <laura.thurber@infowest.com>; Mason Snow <msnow@cityofhurricane.com>; Matt Goodrich (matt@ashcreekssd.com) <matt@ashcreekssd.com>; Matt Politte

<mattpolitte@cityofhurricane.com>; Matthew Brann (matt.brann@backscm.com) <matt.brann@backscm.com>; Mike Chandler <mike@ashcreekssd.com>; Mike Ramirez <powermike@cityofhurricane.com>; Pamela Blackmore <pamela@cityofhurricane.com>; Ryan Nay (RyanN@wcwcd.org) <RyanN@wcwcd.org>; Shalaine Coleman (shalaine@infowest.com) <shalaine@infowest.com>; Weston Walker <weston@cityofhurricane.com>; Whit (whit@wcwcd.org) <whit@wcwcd.org>

Subject: RE: JUC agenda

All,

I wanted to forward the proposed code change to the model homes that will be going to City Council this week. Please look it over and let me know if you have any questions or comments.

Stephen Nelson, AICP

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



PLANNING & ZONING
HURRICANE CITY
UTAH

From: Mike Vercimak <mike@cityofhurricane.com>

Sent: Tuesday, May 2, 2023 11:17 AM

To: Amber Gilette (amber@ashcreekssd.com) <amber@ashcreekssd.com>; Angie Tripp <angie@cityofhurricane.com>; Arthur Lebaron <arthur@cityofhurricane.com>; Brian Anderson <powerbrian@cityofhurricane.com>; Chad Reynolds <chadr@dixiepower.com>; Colby Batty (colby.batty@dominionenergy.com) <colby.batty@dominionenergy.com>; Dale Patrick (dale.patrick@lumen.com) <dale.patrick@lumen.com>; Dallin Pead <dallin.pead@BacksCom.com>; Darren Barney <darren@cityofhurricane.com>; Fred Resch <fred@cityofhurricane.com>; Gary Wilcox (gary@ashcreekssd.com) <gary@ashcreekssd.com>; Jacob Bozarth (Jacob.g.Bozarth@dominionenergy.com) <Jacob.g.Bozarth@dominionenergy.com>; Jeremy Pickering <jeremy@cityofhurricane.com>; Joe Ipson (piutejoe@hotmail.com) <piutejoe@hotmail.com>; Joe Rhodes <joe@cityofhurricane.com>; John Postert <johnp@hvfssd.org>; Ken Richins <kenr@cityofhurricane.com>; Kory Wright <kwright@cityofhurricane.com>; Laura Thurber (laura.thurber@infowest.com) <laura.thurber@infowest.com>; Mason Snow <msnow@cityofhurricane.com>; Matt Goodrich (matt@ashcreekssd.com) <matt@ashcreekssd.com>; Matt Politte <mattpolitte@cityofhurricane.com>; Matthew Brann (matt.brann@backscm.com) <matt.brann@backscm.com>; Mike Chandler <mike@ashcreekssd.com>; Mike Ramirez <powermike@cityofhurricane.com>; Mike Vercimak <mike@cityofhurricane.com>; Pamela Blackmore <pamela@cityofhurricane.com>; Ryan Nay (RyanN@wcwcd.org) <RyanN@wcwcd.org>; Shalaine Coleman (shalaine@infowest.com) <shalaine@infowest.com>; Stephen Nelson <stephen@cityofhurricane.com>; Weston Walker <weston@cityofhurricane.com>; Whit (whit@wcwcd.org) <whit@wcwcd.org>

Subject: JUC agenda

Please find attached the JUC agenda for May 3, 2023. Please take note of the items that are due back and also those projects that are seeking signatures. Thanks and hope to see you at the meeting.

Mike Vercimak

Director of Public Works
147N 870W
Hurricane, Utah 84737
Ph: 435-635-2811 ext.119

Stephen Nelson

From: Stacy Young <stacy@utahlanduse.com>
Sent: Tuesday, May 2, 2023 6:43 AM
To: Stephen Nelson
Cc: Mari Krashowetz; Greg Sant
Subject: Re: Model Home

Yes, please do. Thanks

On Mon, May 1, 2023, 8:52 PM Stephen Nelson <stephen@cityofhurricane.com> wrote:
Thanks for the feedback, do you want me to forward this to the City Council?

Get [Outlook for iOS](#)

From: Stacy Young <stacy@utahlanduse.com>
Sent: Monday, May 1, 2023 10:33:49 AM
To: Stephen Nelson <stephen@cityofhurricane.com>
Cc: Mari Krashowetz <mari@suhba.com>; Greg Sant <greg.perryhomesutah@gmail.com>
Subject: Model Home

Hi Stephen,

I thought the IZ discussion went well last week. I think you're on the right track there.

I left after that, because the model home ordinance was in a good place. However, my understanding is that it was changed by the planning commission after the public hearing was closed to give JUC more authority over approval.

This is a real concern, for two reasons. One, we know it is the JUC that wants to eliminate the model home option entirely so giving them an effective veto over approval is likely to increase the hassle factor, or worse. Second, the general posture of support from our membership through the public hearing step was predicated on different language than the ordinance that is now moving forward. Generally speaking, a substantial change, which we think this is, would trigger the need for a public hearing but my understanding is that there is no plan for that (my understanding is that this item will go straight to the Council this week).

The upshot is that we would ask you to give our membership a reasonable opportunity to consider the new language and register their feedback, either by rehearing the item at the next planning commission or moving it to a later City Council meeting. Please let me know what you think.

Thanks,
Stacy

--

c: (435) 313-3914

Cindy Beteag

From: Joseph Prete
Sent: Monday, May 15, 2023 5:43 PM
To: City Council; Dayton Hall; Kaden DeMille; Cindy Beteag
Subject: Model home ordinance - a few thoughts...

Cindy - please add this to the City Council packet. It pertains to the "model home" ordinance matter.

All,

This City Council meeting, we are presented with a proposed change to our City Code, expanding a "model home" exception to "model unit". As you may recall, this issue came up a couple of months ago when a developer asked for permission to construct a storage unit before our Code allows him to do so, arguing that "model home" should be interpreted as "model unit". I vehemently argued that "model home" does not mean "model unit" and that we did not have the power - in the "administrative" role we were then acting under - to "legislate" "model unit" into the ordinance. As I recall, our City attorney agreed with me on that point.

After that City Council hearing, I understand that staff recommended that the "model home" exception be stripped from the Code (consistent with the majority of municipalities across the State).

Thereafter, the Planning Commission recommended that the term "model home" be changed to "model unit", to expand the existing exception to the City Code.

In essence, staff and the planning commission took polar opposite positions on the issue, and the City Council is now being asked to legislate (after proper notice/hearing processes have occurred, making this ripe for "legislation").

There are two background facts that are important to seriously consider as we evaluate which of three options to pursue: (i) status quo; (ii) more restrictive; (iii) less restrictive.

1. Most cities do not have the "model home" exception;
2. I am not aware of any City anywhere that has granted a "model unit" exception

Why are these facts important to consider? There are vast amounts of wisdom and experience that were employed in crafting the municipal codes used across the State (and country), and those codes include processes, procedures and things happening in a specific and sensible order. Just as serious problems occur when the cart is before the horse, serious problems occur when we don't follow the age-old steps and take cavalier steps to craft out-of-order exceptions broader than any other municipality has crafted. **There is great value in being conservative and holding to time-tested land-use concepts and sequences.** Why pursue unnecessary experimentation that could cost taxpayer money as the City - down the line - has to pay for unintended consequences (things tend to get complicated/muddled/contentious [with increased liability to the City] when we deviate from standard procedures - ask any staff member). I am generally okay with the status quo as I see a defensible argument for the model home exception - given the *unique* nature of marketing and selling homes in new subdivisions; but I strongly oppose the planning commission recommendation.

That's my current thinking, for what it's worth.

Joseph



STAFF COMMENTS

Ordinance 2023-ZC-10: Discussion and consideration of a **Zone Change Amendment request located at approx. 2174 West 3000 South to contain an extraction overlay with the existing underlying zone remaining, RA-1, residential one unit per acre.** Parcel numbers H-3376-A and H-3375. Washington County Water Conservancy District Applicant.

Discussion:

The Washington County Water Conservancy District is proposing an extraction overlay zone over the large clay pit north of 3000 S between 2100 W and 2400 W. Prior to the annexation of this area into the City, the District had mined clay from this property to use in dams. The District has not mined any material from the site for many years, but it would like to begin again to mine from the property for the future Toquer Reservoir and Warner Valley Reservoir. This requested zone change would allow the District to continue this use as well as provide protections for this use as the neighboring properties develop.

Negotiations between the Water Conservancy District and the City are ongoing, but the key points as set out in the current draft of a development agreement between the City and the District are as follows:

1. The City will grant the zone change to the District authorization mining at the property;
2. The District will dedicate half of the roadway cross sections to the City on all four sides of the property;
3. The City will pay to fence half of the clay pit with a six foot chainlink fence with razor wire on top. It is understood that Balance of Nature will pay to fence the other half of the property by a separate agreement between the District and Balance of Nature.
4. The City will amend its drainage manual to require developments within the Frog Hollow Sub-Basin to retain 10 year storm events.

A draft development agreement is included with the packet, but the terms of the development agreement have not yet been accepted by District staff. There are also unresolved details about access to storm drain facilities, which need to be resolved before approving the agreement.

The Planning Commission gave a positive recommendation subject to WCWCD and Hurricane City entering into an agreement and that the plans are updated to comply with staff and JUC comments.

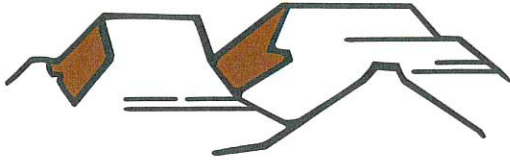
Findings:

Recommendation:

Staff recommends tabling this item to allow City and District staff time to resolve remaining issues with the development agreement.

Attachments:

1. 2023-ZC-10 App
2. 2023-ZC-10 Reclamation Plan
3. 2023-ZC-10 Map
4. 2023-ZC-10 Plans
5. 2023-ZC-10 WCWCD
6. 230517 DRAFT Agreement for Rights of Way Dedication and Use of Bench Lake Property (unsigned) (exhibits attached)



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. 2023-20-10

Receipt No. N/A

Name: Washington County Water Conservancy District Telephone: (435) 673-3617

Address: 533 East Waterworks Drive Fax No. (435) 673-4971

Email: corey@wcwcd.org Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 2100 to 2400 west 3000 south

Tax ID of Subject Property: H-3376A and H3375 Existing Zone District: RA-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) Change to extraction to
allow for planned future extraction use.

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

- ☒ a. The name and address of every person or company the applicant represents.
- ☒ b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ☒ c. All abutting properties showing present zoning classifications.
- ☒ d. An accurate legal description of the property to be rezoned.
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☐ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

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

(Office Use Only)

Date Received: _____ Application Complete: YES ____ NO ____

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

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

:SS

COUNTY OF)

I (we), John Corey Cram , 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.

John Corey Cram
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 27 day of March 2023

Mindy Mees
(Notary Public)

Residing in: Washington County

My Commission Expires: 7-18-2023



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: _____

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

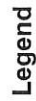
When approving a zone change the following factors should be considered by the Planning Commission and City Council:

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.



Subdivision Phases

Subdivisions

- | | |
|---|-----------------------------|
|  | 251 W HILTON DR PLAZA |
|  | 3 LITTLE BIRDS |
|  | 3202 EAST CRIMSON RIDGE DR |
|  | 350 N INDUSTRIAL COMMERCIAL |
|  | 3D COMMERCIAL CENTER |
|  | 476 EAST RIVERSIDE CENTER |
|  | 700 SOUTH COMMERCIAL |
|  | 900 SOUTH COMMERCIAL |
|  | 920 WEST SUBDIVISION |
|  | ADAMSON |
|  | ADOBE HILLS |
|  | AFTERTHOUGHT |
|  | AL TRUMAN |
|  | ALBERTSONS CENTER |
|  | ALBORADA |
|  | ALMOND HEIGHTS PARK |
|  | ALPHA 1 TH |
|  | ALPINE |
|  | ANASAZI HILLS AT ENTRADA |
|  | ANASAZI PLATEAU |
|  | ANASAZI RIDGE AT ENTRADA |
|  | ANCESTOR EST |
|  | ANCESTOR SQUARE |
|  | ANCESTOR SQUARE CONDO |

Notes



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.

1,504.7 Feet

752.33

0-

1,504.7

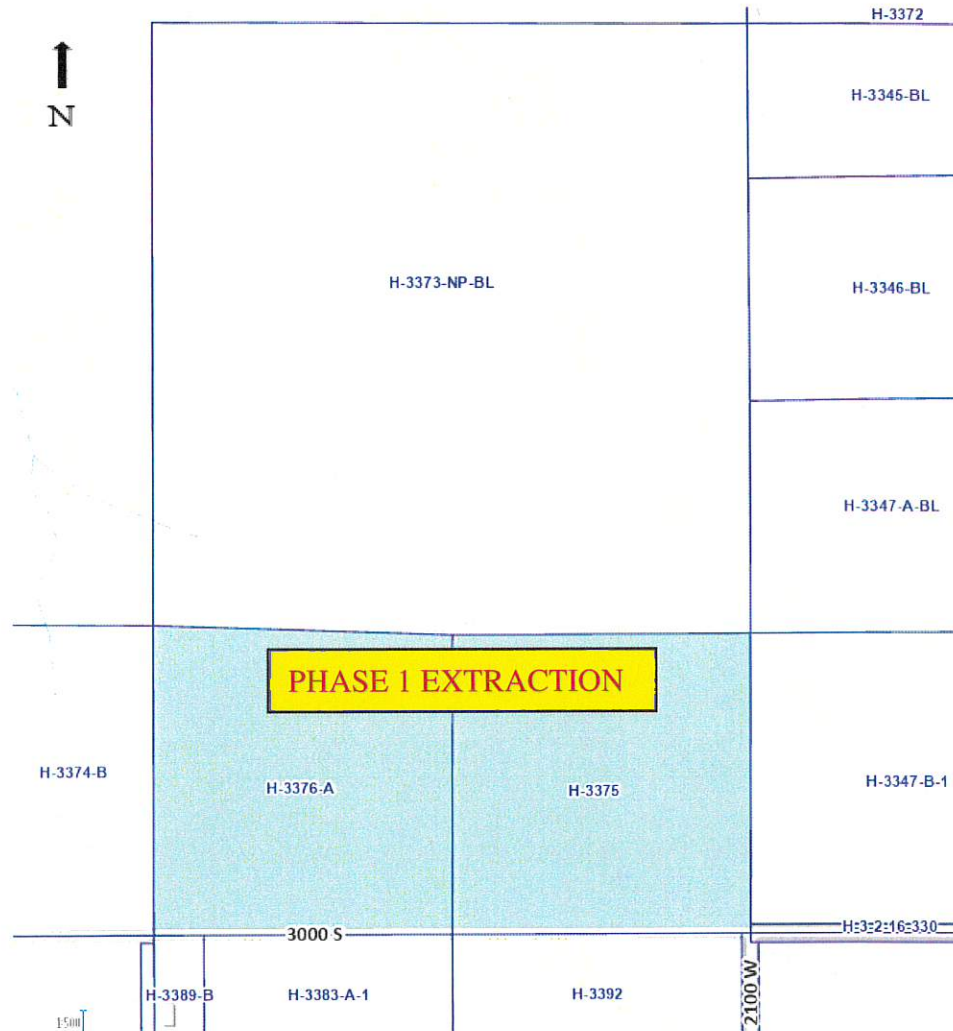
WGS_1984_Web_Mercator_Auxiliary_Sphere



TAX_ID	NAME	ADDRESS	CITY	STATE	ZIP
H-3347-A-BL	CASSINAT JOHN & JAN	533 N 800 W	PROVO	UT	84601
H-3394-C	COPPER ROCK PROPERTIES LC	PO BOX 160	HURRICANE	UT	84737-0160
H-3347-B-1	EARL ZARBOCK LTD FAM PTSHIP	PO BOX 901122	SANDY	UT	84090
H-3392	HEATON STEVE M & JUDY H	493 N 500 W	SAINT GEORGE	UT	84770-4522
H-3389-B	HURRICANE ENTERPRISES LTD	485 WOODMINSTER DR	MORAGA	CA	94556-2318
H-3373	LOWE LAND BL LLC	1038 E 760 N	OREM	UT	84097
H-3374-B	MILLS GLEN H TR, HANSEN VALERIE ANN MILLS	303 W 800 N # 5	CLEARFIELD	UT	84015
H-3373-NP-BL	MOLLYS VIEW LLC	1568 S RIVER RD STE 200	SAINT GEORGE	UT	84790-2291
H-3375	WASHINGTON COUNTY WATER CONSERV DIST	533 WATER WORKS WAY	SAINT GEORGE	UT	84770
H-3391	WAVSS LLC	2514 W SPILSBURY CT	HURRICANE	UT	84737

WCWCD ZONE CHANGE APPLICATION PHASE 1

March 28, 2023



Owner: Washington County Water Conservancy District

Attn: Corey Cram

533 Water Works Way

Saint George, UT 84770

Prepared by:

ProValue Engineering, Inc.

20 South 850 West, Suite 1

Hurricane, UT 84737



TABLE OF CONTENTS

I. GENERAL INFORMATION	1
1.1 SITUS ADDRESS	1
1.2 OWNER INFORMATION	2
1.3 PURPOSE OF THE EXTRACTION OVERLAY ZONE.....	2
2. GENERAL SITE PLAN	2
3. EXCAVATION MAP	8
3.0 EXCAVATION MAP	8
4. DEVELOPMENT SCHEDULE	10
4.0 DEVELOPMENT SCHEDULE	10
5. ROADWAY PLAN	11
6. UTILITY PLAN	12
7. NUISANCE MITIGATION PLAN.....	13
8. DRAINAGE AND DISCHARGE PLAN	14
9. SOIL GEOLOGY REPORT	15
10. INVESTIGATION	16
11. RECLAMATION PLAN.....	16

I. GENERAL INFORMATION

1.1 SITUS ADDRESS

Parcel Number H-3376-A

Tax District 03 - Hurricane City

Acres 40.00

Situs 0, 0

Legal S: 17 T: 42S R: 13W SW1/4 SE1/4 SEC 17 T42S R13W

Parcel Number H-3375

Tax District 03 - Hurricane City

Acres 40.00

Situs 0, 0

Legal S: 17 T: 42S R: 13W SE1/4 SE1/4 SEC 17 T42S R13W

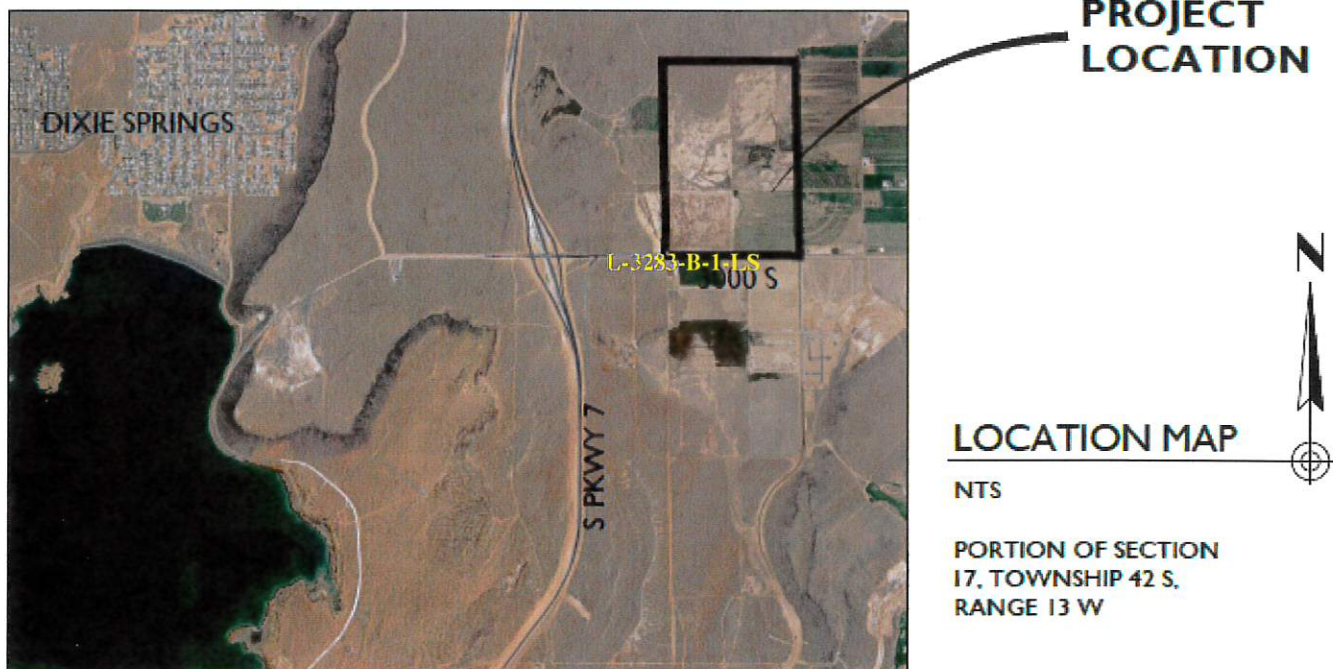


Figure 1.1: Project Vicinity Map

1.2 OWNER INFORMATION

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

Attn: Corey Cram

533 Water Works Way

St. George, UT 84770

Email: corey@wcwcd.org

Phone: (435) 673-3617

1.3 PURPOSE OF THE EXTRACTION OVERLAY ZONE

The WCWCD wishes to change the zoning of the two parcels from residential/agricultural to match the land use. The WCWCD intends to remove clay from the land for the construction of water supply projects including Toquer Reservoir in the short term and Warner Valley Reservoir farther down the road. The WCWCD is cooperating with Balance of Nature (BoN) to create a 100-year Frog Hollow stormwater detention area on its property, facilitating BoN's stormwater needs. This planned extraction will have 2 phases. Phase 1 will consist of moving and stockpiling 235,000 cubic yards of clay (the amount needed for Toquer Reservoir) on the west side of the east 40 acre parcel. Phase 2 is planned for Warner Valley Reservoir and will involve the extraction of 1,345,000 cubic yards. .

2. GENERAL SITE PLAN

The extraction site plan and general site plan can be found on drawings 2.0 to 3.03. The land consists of **40** **80** acres of clay material suitable for the core of the 2 reservoirs. The following 6 figures are pictures of the site plan sheets for the extraction permit.

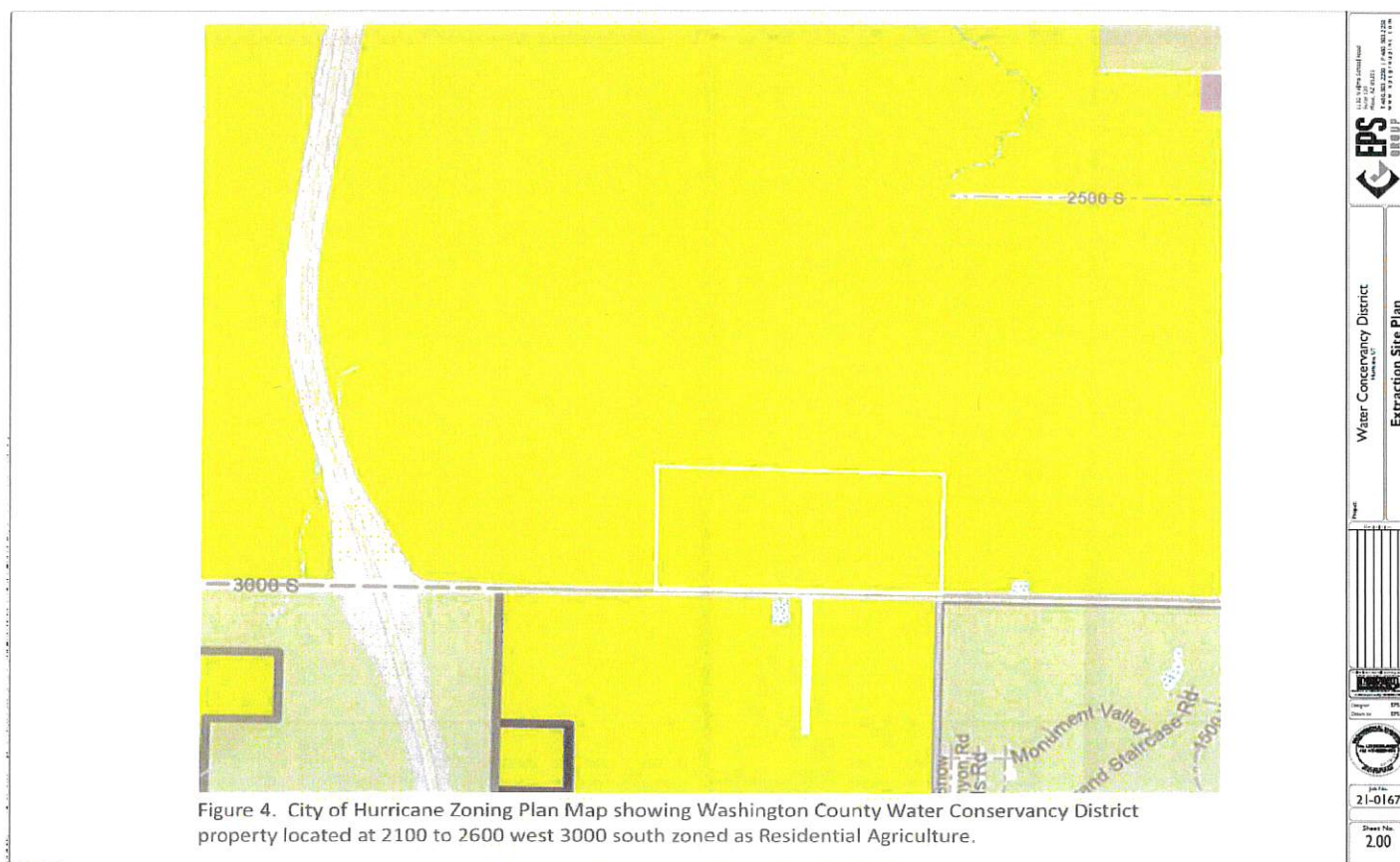


Figure: 2.1 Sheet 2.00 showing the Zoning Map

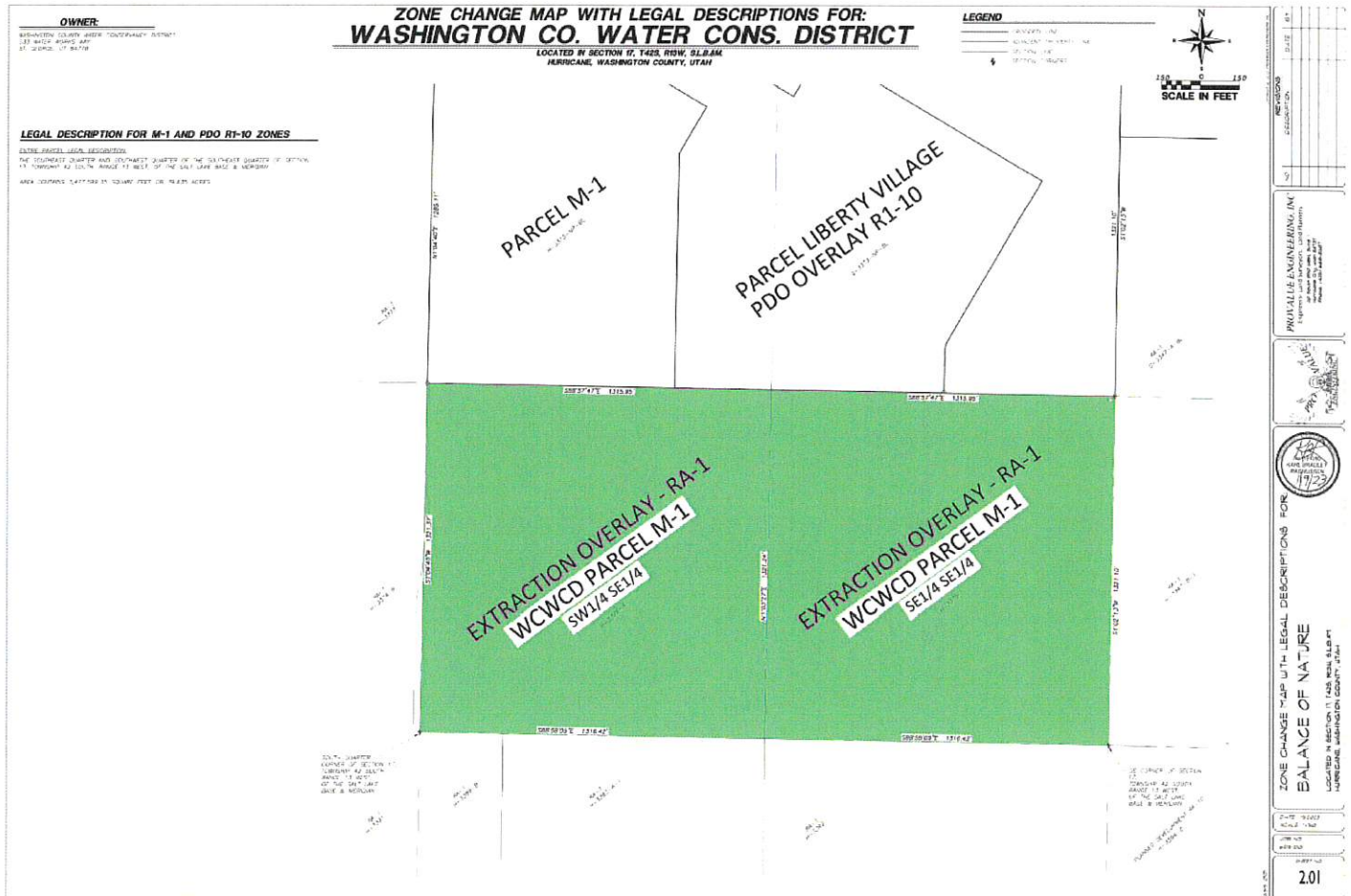


Figure: 2.2 Sheet 2.01 Zone Change Map with Legal Description

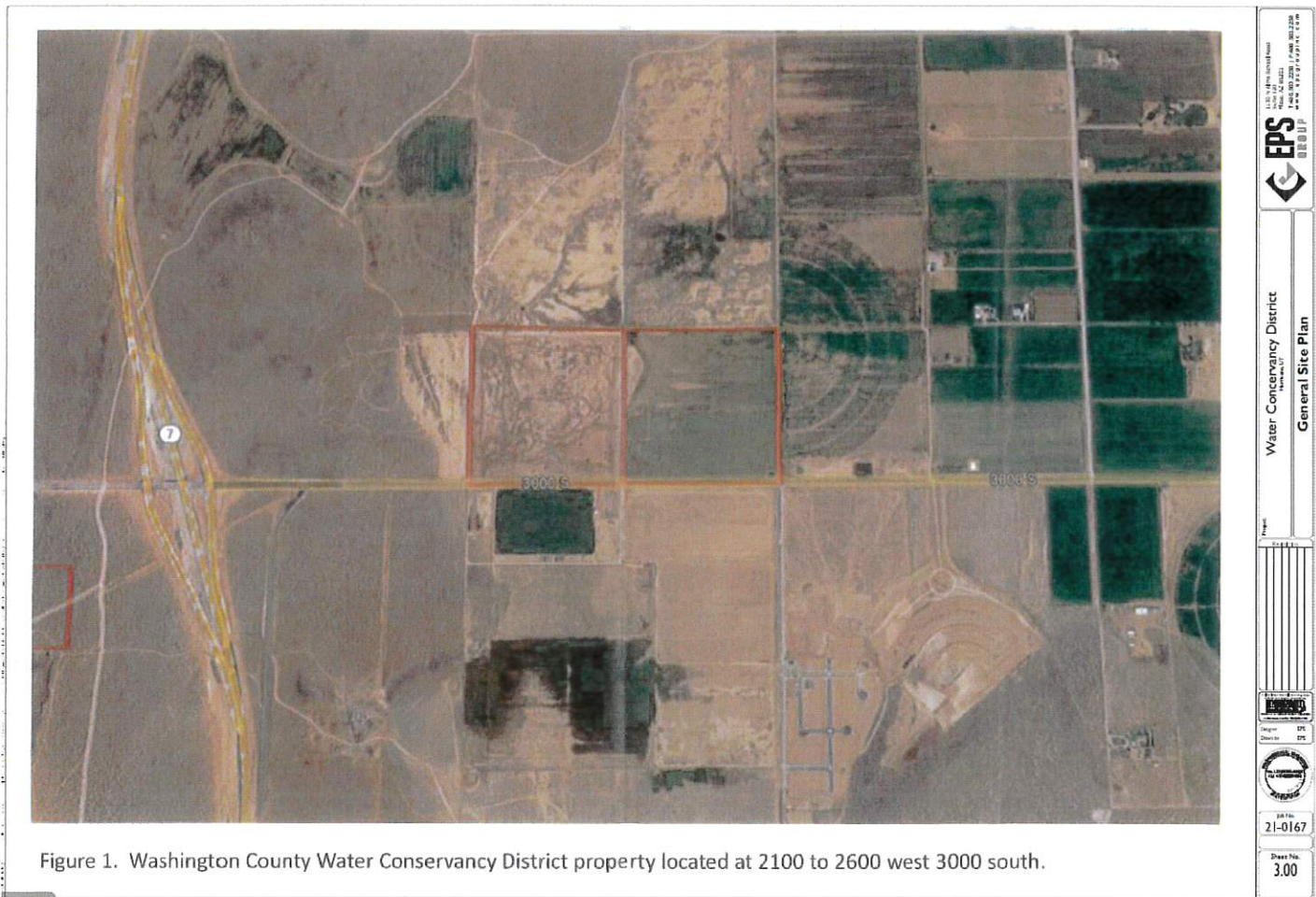


Figure: 2.3 Sheet 3.0 General Site Plan



Figure: 2.4 Sheet 3.01 General Site Plan

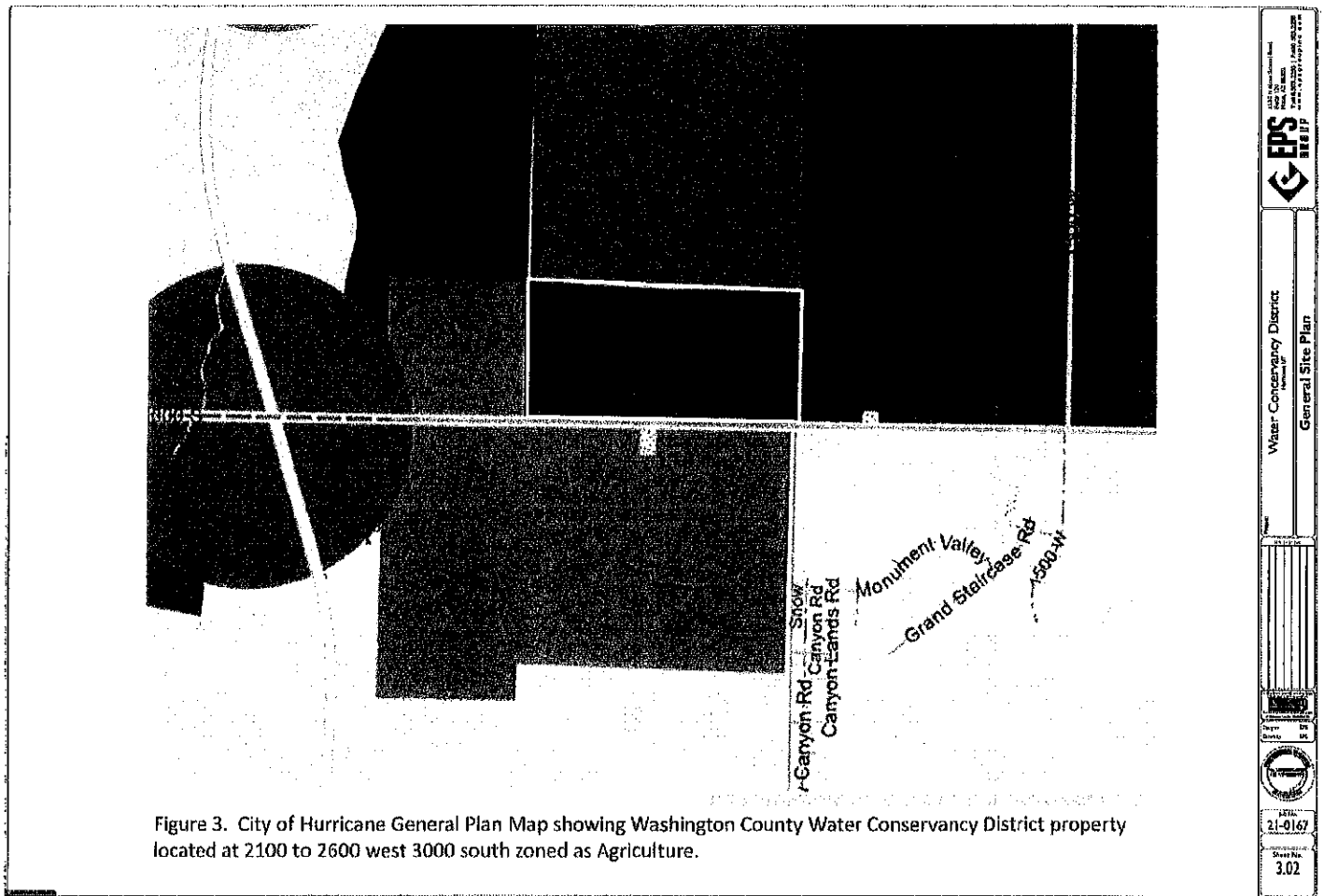


Figure: 2.5 Sheet 3.02 General Site Plan

3.0 EXCAVATION MAP

HUTCHINSON & SONS INC.

WATER CONTINGENCY DISTRICT

HUTCHINSON & SONS INC.

ST. JAMES ST.

ST. LOUIS ST.

Scale: 0 100 Feet

North Arrow

Title Block:

Water Contingency District Existing Map	
Project No.	2-0-67
Sheet No.	4.00

8

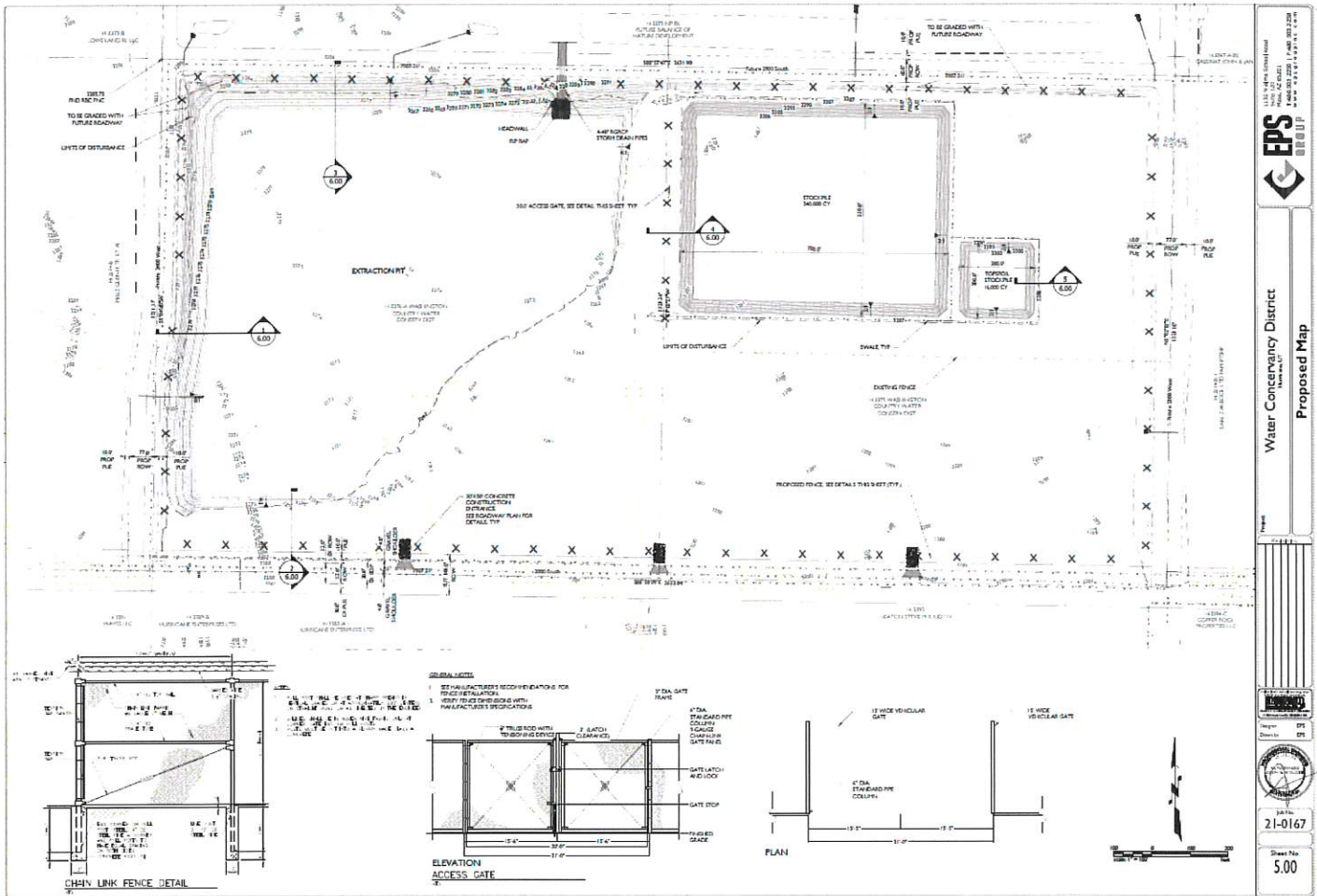


Figure: 3.2 Sheet 5 (Proposed Configuration)

The map for phase 1 shows an excavation and stockpile for 240,000 cubic yards of material. This material will be excavated to provide for stormwater detention and stockpiled on the east property. Prior to stockpiling the topsoil containing organics will be scalped and stockpiled north-east of the main clay stockpile. The stockpiles will have 2:1 out slopes and the top one foot will be compacted to 90 percent to manage erosion potential. The stockpile will be hauled to used at the Toquer Reservoir siteproject. Toquer Reservoir is a planned 115 acre, 3,640 acre-foot reservoir. A fence around the permitter is proposed and details to the fence are provided on this plan sheet 5.00.

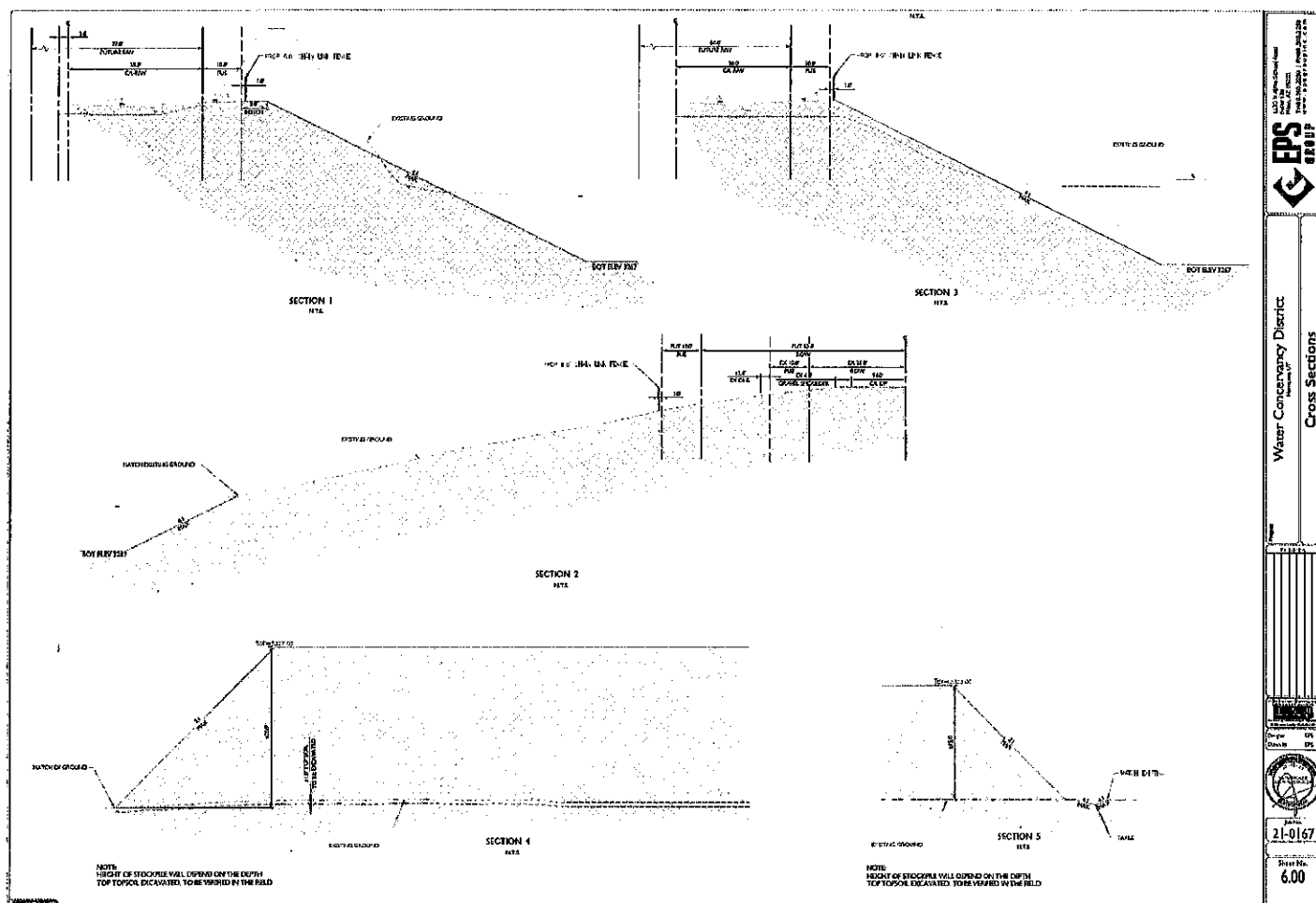


Figure: 3.3 Sheet 6 (Cross Sections)

4. DEVELOPMENT SCHEDULE

4.0 DEVELOPMENT SCHEDULE

It is expected that the clay for Toquer Reservoir will be needed in the next 2 years and phase 2 will be done in the distant future after 2025. The excavation and stockpiling by BoN is expected in the next year. Should the work by BoN not take place, the WCWCD would remove the clay and take it directly to the dam site near Toquerville.

5. ROADWAY PLAN

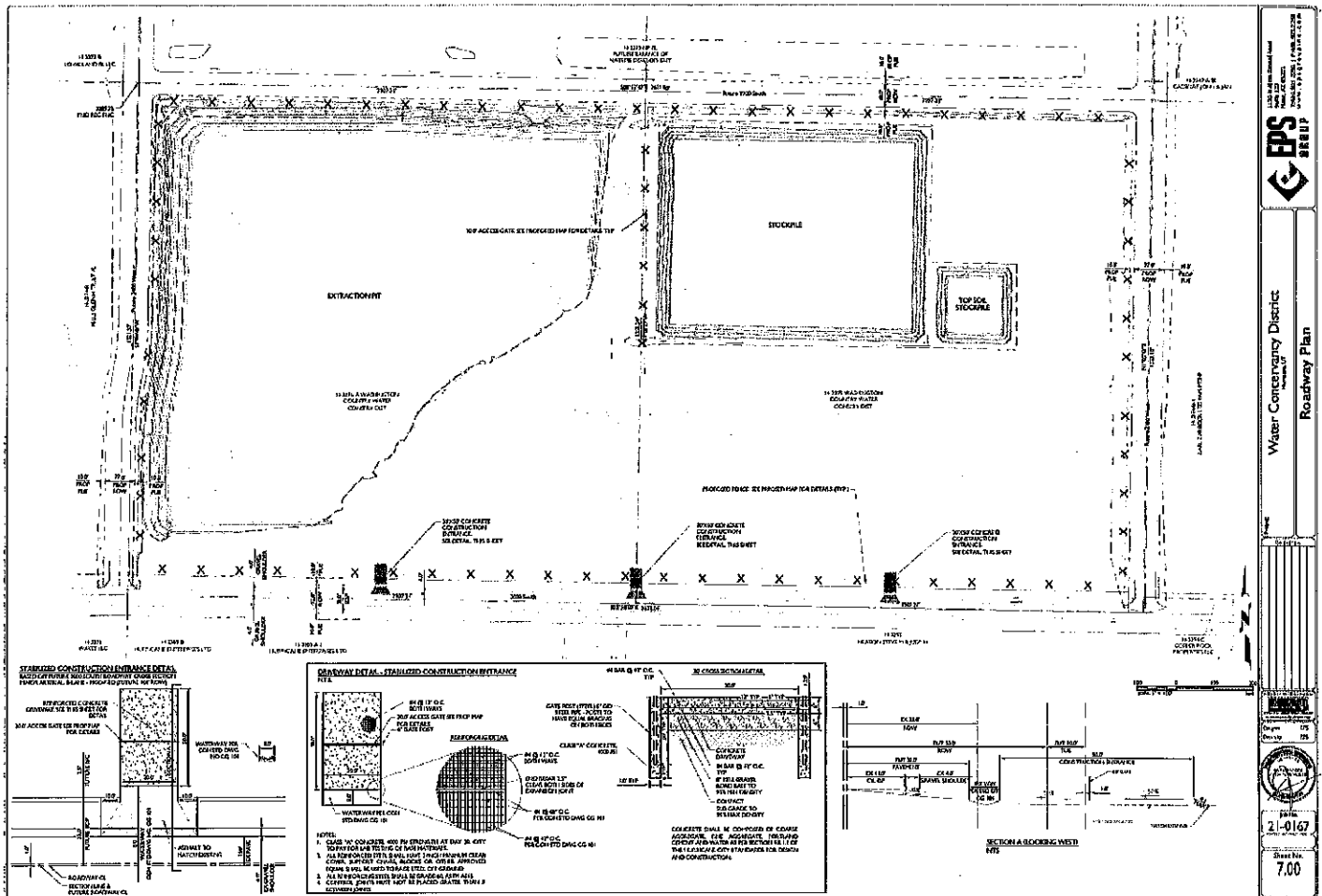


Figure: 5.1 Sheet 7

The roadway plan shows the proposed roadways that surround the property of 2400 West to the West, 2900 South to the North, 2100 West to the East and 3000 South to the South. 2900 South is planned to be a 60-foot wide minor connector. 2100 West and 2400 West is planned to be a 77-foot wide major connector road. 3000 South will be a 106-foot wide roadway.

6. UTILITY PLAN

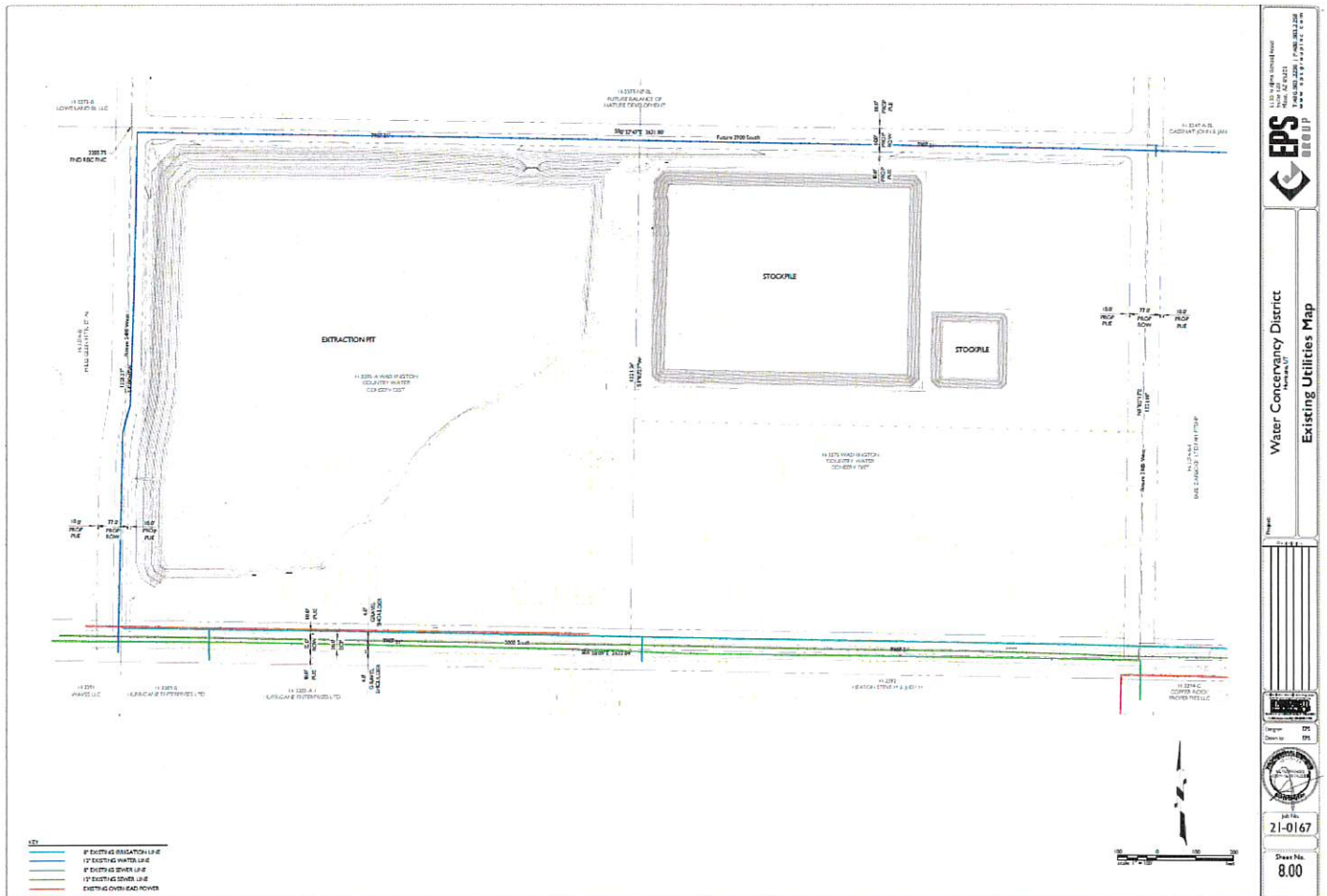


Figure: 6.1 Sheet 8

For utilities in this area, there is a 12" water main on the north and west sides of the property, an 8" water main north of 3000 South on the south end of the property, a 12" sewer main to the south of the property and an overhead power line just north of 3000 South on the property. A portion of the 12" water main jogs out of the property and goes into the Glen Mills property. There is an irrigation main along the south property line, also in 3000 South, the irrigation line may not be installed exactly as depicted on the figure. Existing power lines are shown in red.

7. NUISANCE MITIGATION PLAN

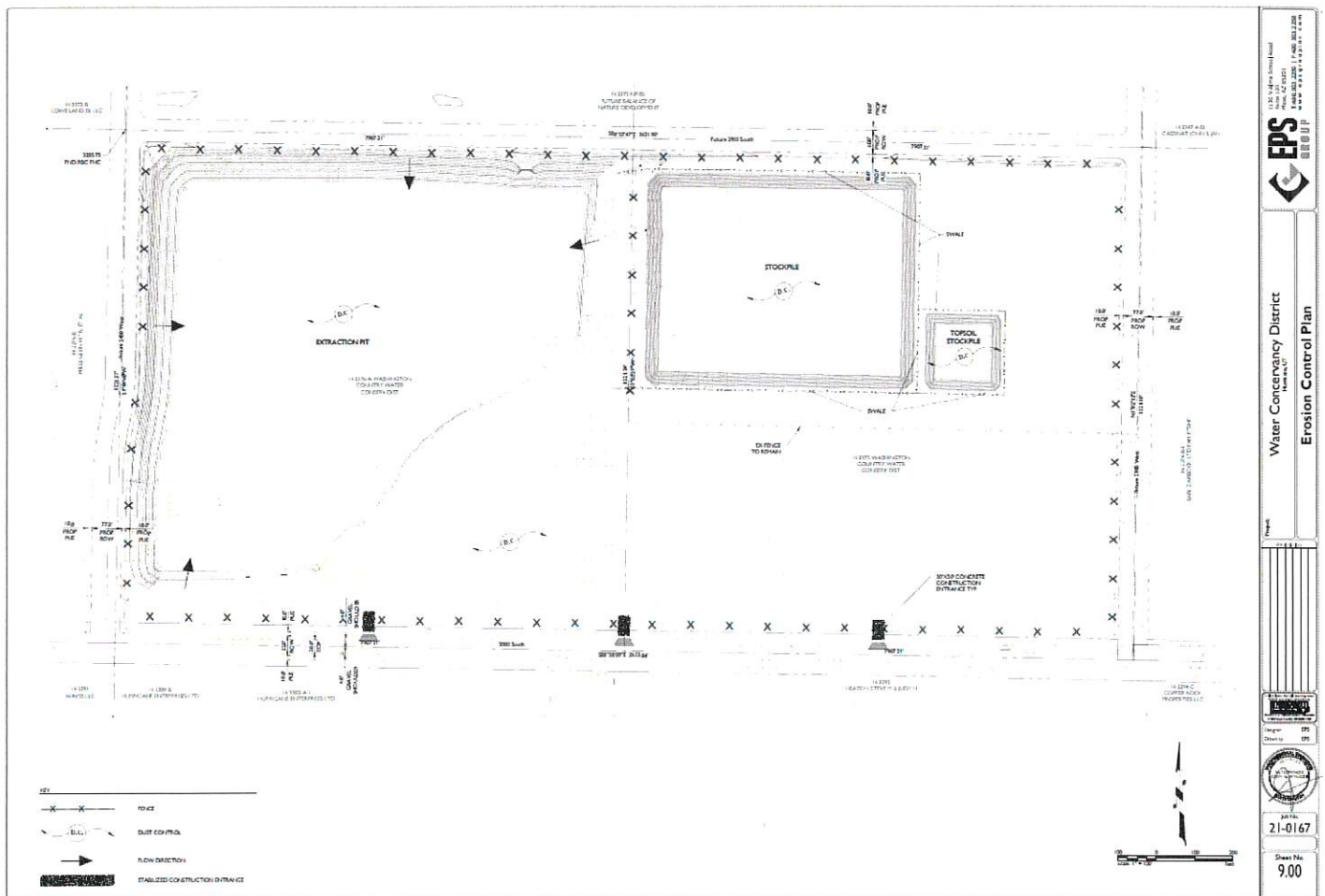


Figure: 7.1 Sheet 9 (Erosion Control Plan)

This picture shows the proposed erosion control plan surrounding the stockpiled material to mitigate any potential nuisance. ~~This may or may not be needed if the owner chooses to do~~ There will be a swale at the bottom of the stockpiled material to capture any stormwater and direct it into the excavation to the west erosion. There will be three road access points on 3000 south.

NOTE: ONCE THE SITE IS EXCAVATED THERE WILL BE NO WATER CONSUMPTION OR WASTEWATER DISCHARGE

Local storm water ~~can will~~ be self-contained and is approximately 885,877 cubic yards of containment after the 240,000 cubic yards of material is excavated.

The topsoil stockpile will ~~hold be a volume of~~ 16,000 cubic yards.

9. SOIL GEOLOGY REPORT

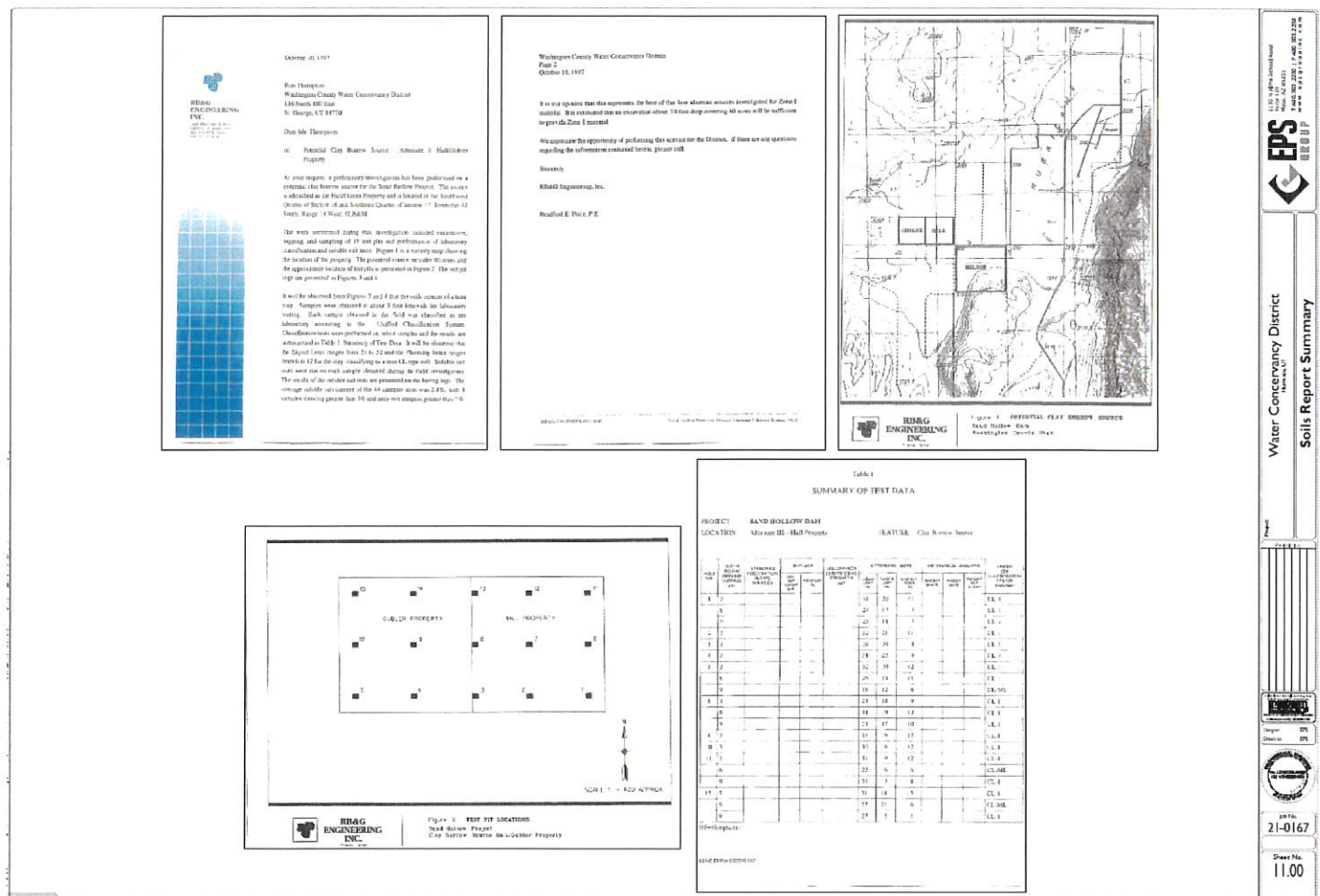


Figure: 9.1 Sheet 11

Sheet 11 of the plan set contains all the information of the soil investigation done by RB&G Engineering, Inc. in 1997. The material is classified as a CL-1 or CL-ML clay. The proposed slopes for the additional excavation will be done at a 4:1 slope.

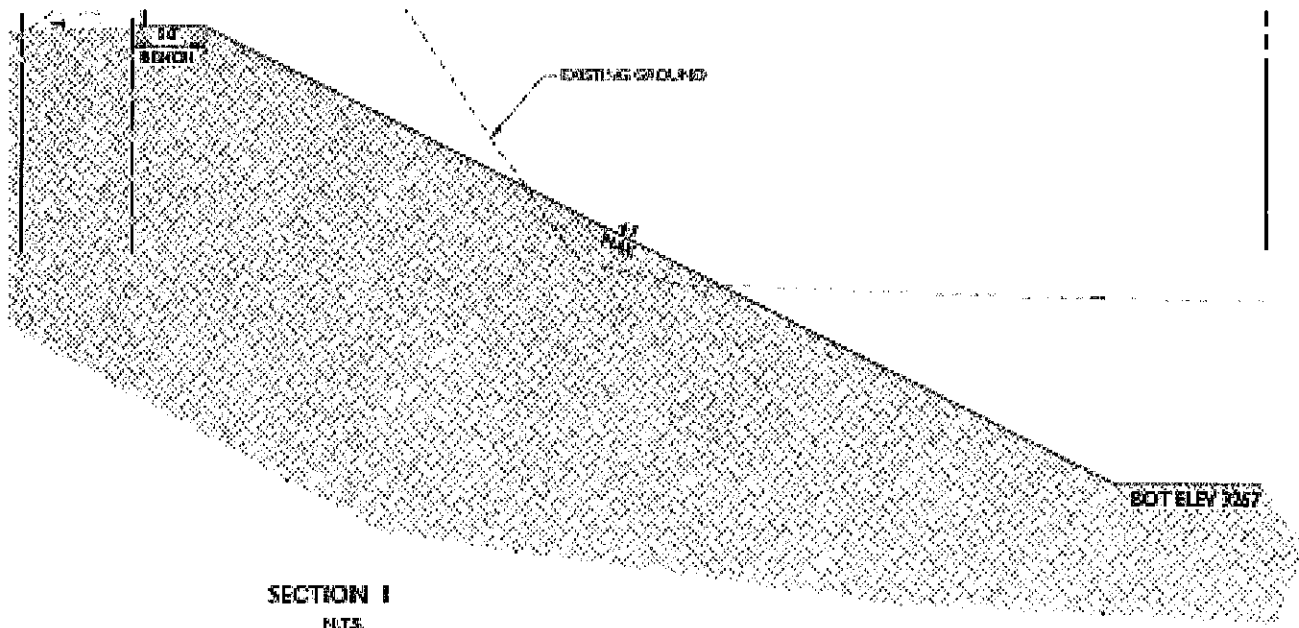


Figure 9.2 Sheet 6

This is a section view of the 4:1 slope that is proposed. This slope is more than adequate to create a stable slope.

There aren't any springs or seepage sites within this project.

10. INVESTIGATION

This property has been previously excavated and poses no threat of threatening or degrading the adjacent properties.

11. RECLAMATION PLAN

The reclamation plan includes the following and can be found on a set of drawings titled: "Reclamation Plan – Phase 1". This plan includes a site plan, grading plan, and revegetation plan to include a hatch of where hydro seed is needed. The drainage of the reclamation will be as shown in the revegetation plan where the storm water will self-contain onsite, thus called retention of stormwater.

The schedule for reclamation will be as follows:

After excavation, the District requires that the stockpiled material be compacted at the top foot of the stockpile to 90% compaction, 6" lifts and that will hold the clay in place.

OWNER:

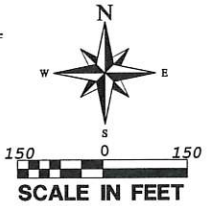
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
WASHINGTON CO. WATER CONS. DISTRICT

LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

PROPERTY LINE
ADJACENT PROPERTY LINE
SECTION LINE
SECTION CORNERS



LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN.

AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.



REVISIONS		DATE	BY
NO.	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
200 South 800 West, Suite 1
Hurricane, UT 84757
Phone: (435) 668-8307



ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE
LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 1/9/2023
SCALE: 1"=150'
JOB NO:
659-001
SHEET NO:
ZN1

DEPARTMENT	NAME	CONTACT	HURRICANE CITY APPROVAL	DATE
STREETS	WESTON WALKER	435-668-6509		
PUBLIC WORKS DEPARTMENT	MIKE VERCIMAK	435-635-2811 EXT. 119		
ASH CREEK SEWER DISTRICT	AMBER GILLETTE	435-635-2348 EXT. 110		
WATER DEPARTMENT	KORY WRIGHT	435-669-0399		
CENTURYLINK	SHELLIE TURNER	435-429-9044		
TDS TELECOM	MATT BRANN	435-817-0180		
DOMINION ENERGY	JAKE BOZARTH	435-231-9971		
BUILDING DEPARTMENT	STEPHEN NELSON	435-635-2811 EXT. 118		
POWER DEPARTMENT	BRIAN ANDERSON	435-635-5536 OR 435-668-5614		
FIRE DEPARTMENT	KEVIN GILDIA	435-635-9562		
PARKS DEPARTMENT	DARREN BARNEY	435-635-9665 OR 435-668-9059		
HURRICANE CITY ENGINEER DEPARTMENT	ARTHUR LABARON	435-635-2811 EXT. 113		
WASHINGTON C.W.C.D	RYAN NAY	435-773-3016		
GIS	JOE RHODES	435-669-5471		



DESCRIPTION	SHEET NO.
TITLE SHEET	1.00
EXTRACTION SITE PLAN	2.00 - 2.01
GENERAL SITE PLAN	3.00 - 3.03
EXISTING TOPOGRAPHY MAP	4.00
PROPOSED TOPOGRAPHY MAP	5.00
GRADING CROSS SECTIONS	6.00
ROADWAY PLAN	7.00
EXISTING UTILITIES MAP	8.00
EROSION CONTROL PLAN	9.00
DRAINAGE & DISCHARGE PLAN	10.00
SOILS REPORT	11.00
INVESTIGATION PLAN	12.00
EXTRACTION MAP	13.00



Figure 4. City of Hurricane Zoning Plan Map showing Washington County Water Conservancy District property located at 2100 to 2600 west 3000 south zoned as Residential Agriculture.

Project: Water Conservancy District
Hurricane, UT

Extraction Site Plan

EPS GROUP

1130 N Alma School Road
Suite 122
Hurricane, UT 85001
T: 480.503.2250 | F: 480.503.2288
www.epsgroupinc.com

Revisions:	

Call all lines for full working set
before you begin excavation.

ARIZONA

State of Arizona
Map 8-11 or 1800-STATE-UT (782-5148)
in Maricopa County (910) 811-1100

Designer: EPS
Drawn by: EPS

PROFESSIONAL ENGINEER

NO. 10453-2022
JOSEPH W. PETRUCCI, INC.

STATE OF UTAH

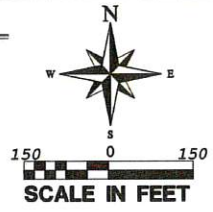
Job No.
21-0167

Sheet No.
2.00

OWNER:
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
WASHINGTON CO. WATER CONS. DISTRICT
LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND
PROPERTY LINE
ADJACENT PROPERTY LINE
SECTION LINE
SECTION CORNERS



LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:
THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN.
AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.



REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 800 West, Suite 1
Hurricane City, Utah 84737
Phone: 435/866-6901



KARL BRADLEY RASMUSSEN
1/9/23

ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE
LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 1/9/2023
SCALE: 1"=50'
JOB NO:
659-001
SHEET NO:
2.01



Figure 2. Washington County Property Map showing Washington County Water Conservancy District property (parcels H-3376-A and H-3375) located at 2100 to 2600 west 3000 south.

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project: Water Conservancy District
Hurricane, UT

Revisions:

No.	Description	Date
1	Initial Design	03/15/2023

Design by: EPS
Drawn by: EPS

Professional Engineer
JOSEPH W. METCALLE
STATE OF UTAH
No. 43433
Exp. 12/31/2024

Job No.
21-0167

Sheet No.
3.01



Figure 3. City of Hurricane General Plan Map showing Washington County Water Conservancy District property located at 2100 to 2600 west 3000 south zoned as Agriculture.



Job No.
21-0167

Sheet No.
3.02

Revisions:	

Project: Water Conservancy District
Hurricane, UT
General Site Plan

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

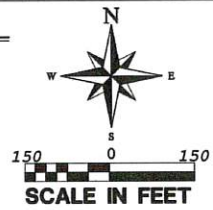
OWNER:
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

SITE PLAN MAP WITH LEGAL DESCRIPTIONS FOR: WASHINGTON CO. WATER CONS. DISTRICT

LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- SECTION CORNERS



LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN.

AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.



REVISIONS		
NO.	DESCRIPTION	DATE BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 866-9967



SITE PLAN MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE
LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 1/3/2023
SCALE: 1"=50'
JOB NO.
659-001
SHEET NO.
3.03

cmateosky Mar 15, 2023 11:39am S:\Projects\2021\21-0167\Civil_Construction Documents\21-0167 - 4.00 - Existing Map.dwg



Project:

Call at least two full weeks
before you begin excavating.
ARIZONA 8
Arizona Blue State, Inc.
Dial 8-1-1 or 1-800-STAKE-IT
In Maricopa County: (602) 944-1111

Sheet No
4.00

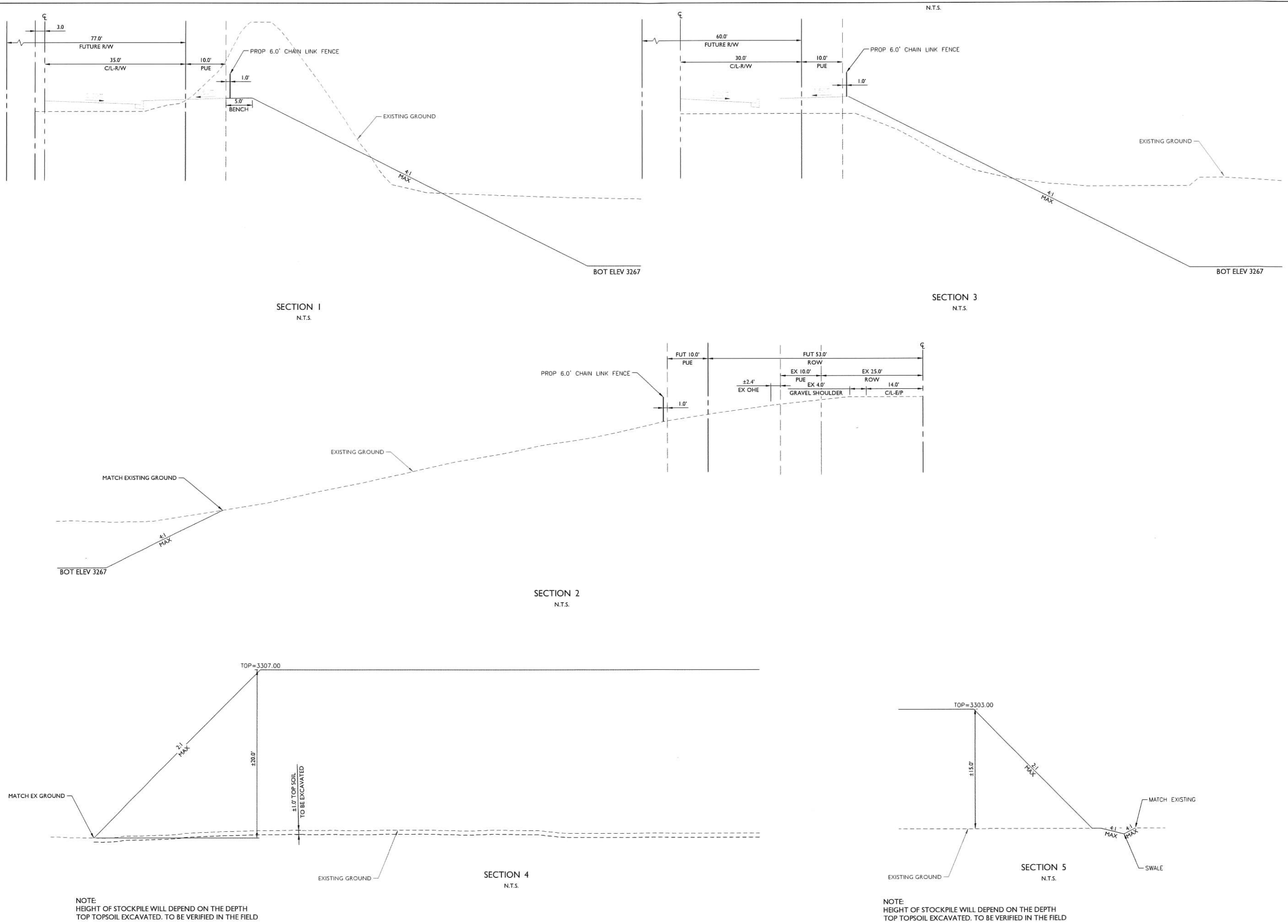


EPS
CREDIT



21-0167 - Water Concerancy District - Phase I

Mar 15, 2023 11:40am S:\Projects\2021\21-0167\Civil\Construction Documents\21-0167 - 6.00 - Cross Sections.dwg cmtesky



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

EPS GROUP

Project:

Water Concerancy District
Hurricane UT

Revisions:

Design:

Drawn by:

EPS

EPS

PROFESSIONAL ENGINEER
1324543-2002
CIVIL IN THE STATE OF ARIZONA
STATE OF ARIZONA

Job No.

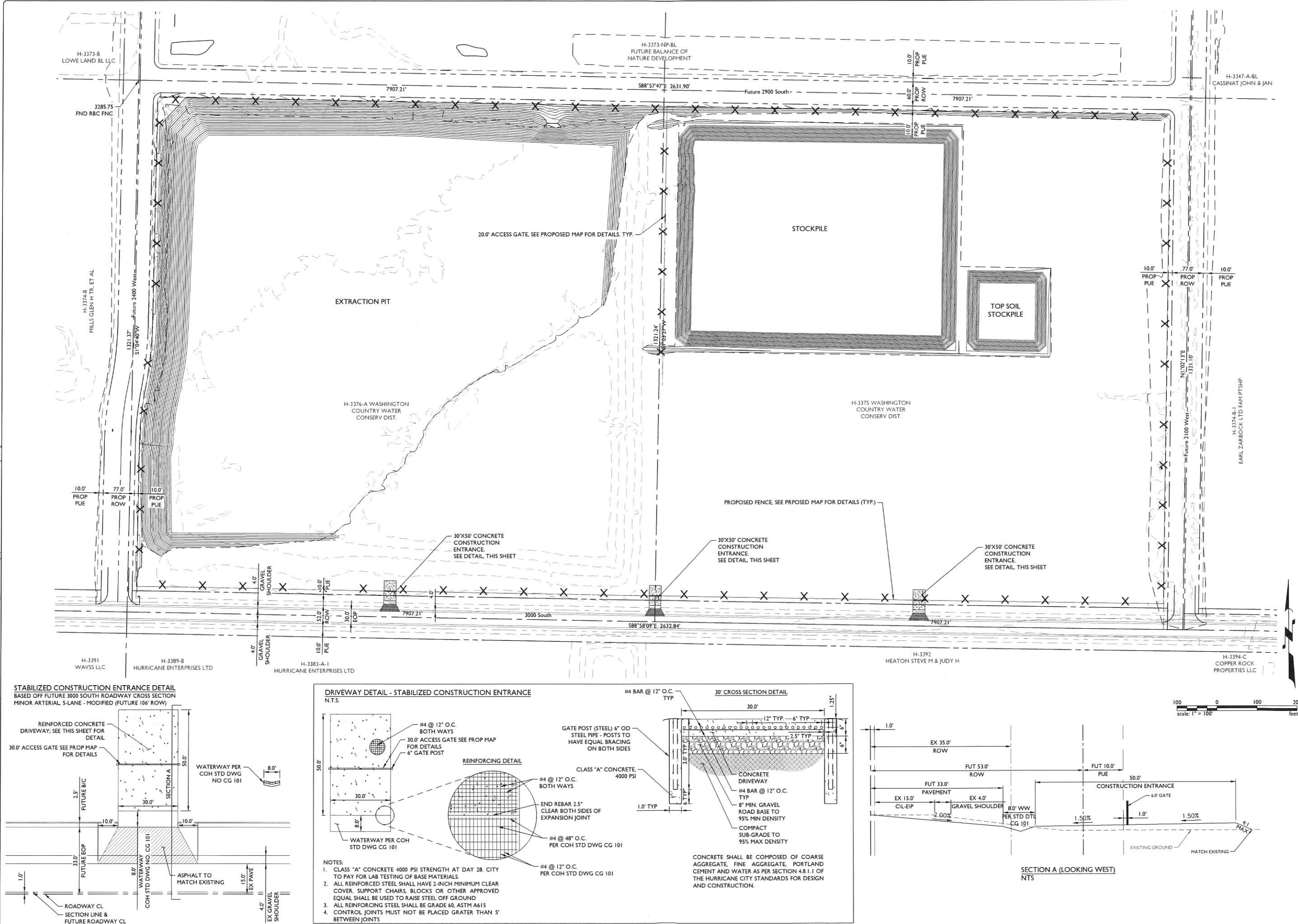
21-0167

Sheet No.

6.00

21-0167 - Water Concerancy District - Phase I

Mar 15, 2023 11:41am S:\Projects\2021\21-0167\Civil\Construction Documents\21-0167 - 7.00 - Roadway.dwg croteosky



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project: Water Concerancy District
Hurricane, UT

Revisions:

Rev	Description

Job No.
21-0167

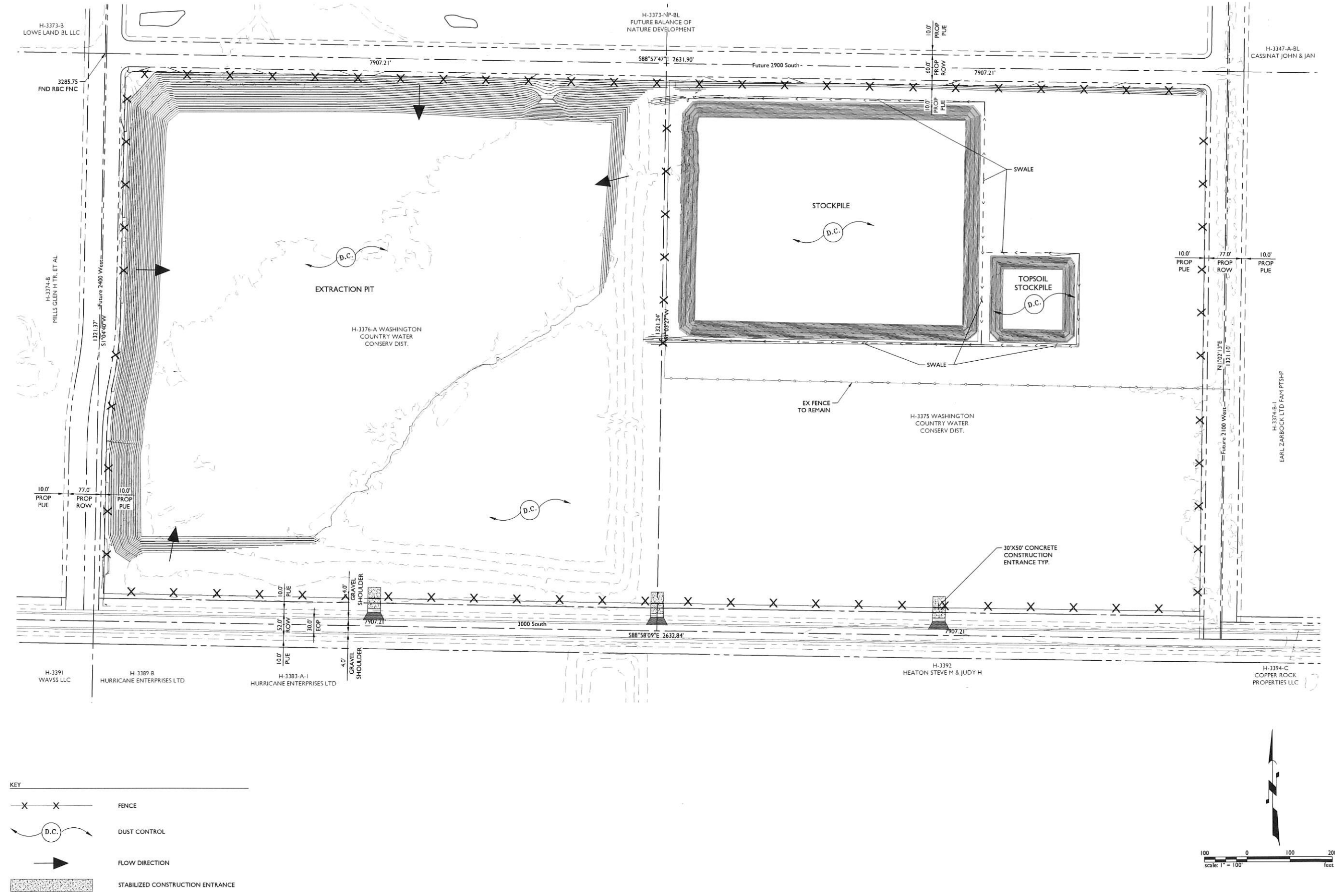
Sheet No.
7.00

cmateosky Mar 15, 2023 11:41am S:\Projects\2021\21-0167\Civil_Construction Documents\21-0167 - 8.00 - Utility.dwg



21-0167 - Water Conservancy District - Phase I

Mar 15, 2023 11:42am S:\Projects\2021\21-0167\Civil\Construction Documents\21-0167 - SWPP.dwg cmateosky



KEY

- FENCE
- DUST CONTROL
- FLOW DIRECTION
- STABILIZED CONSTRUCTION ENTRANCE

100 0 100 200
scale: 1" = 100'
feet

North Arrow

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

EPS GROUP

Project: Water Conservancy District
Hurricane, UT

Erosion Control Plan

Revisions:

No.	Description	By	Date

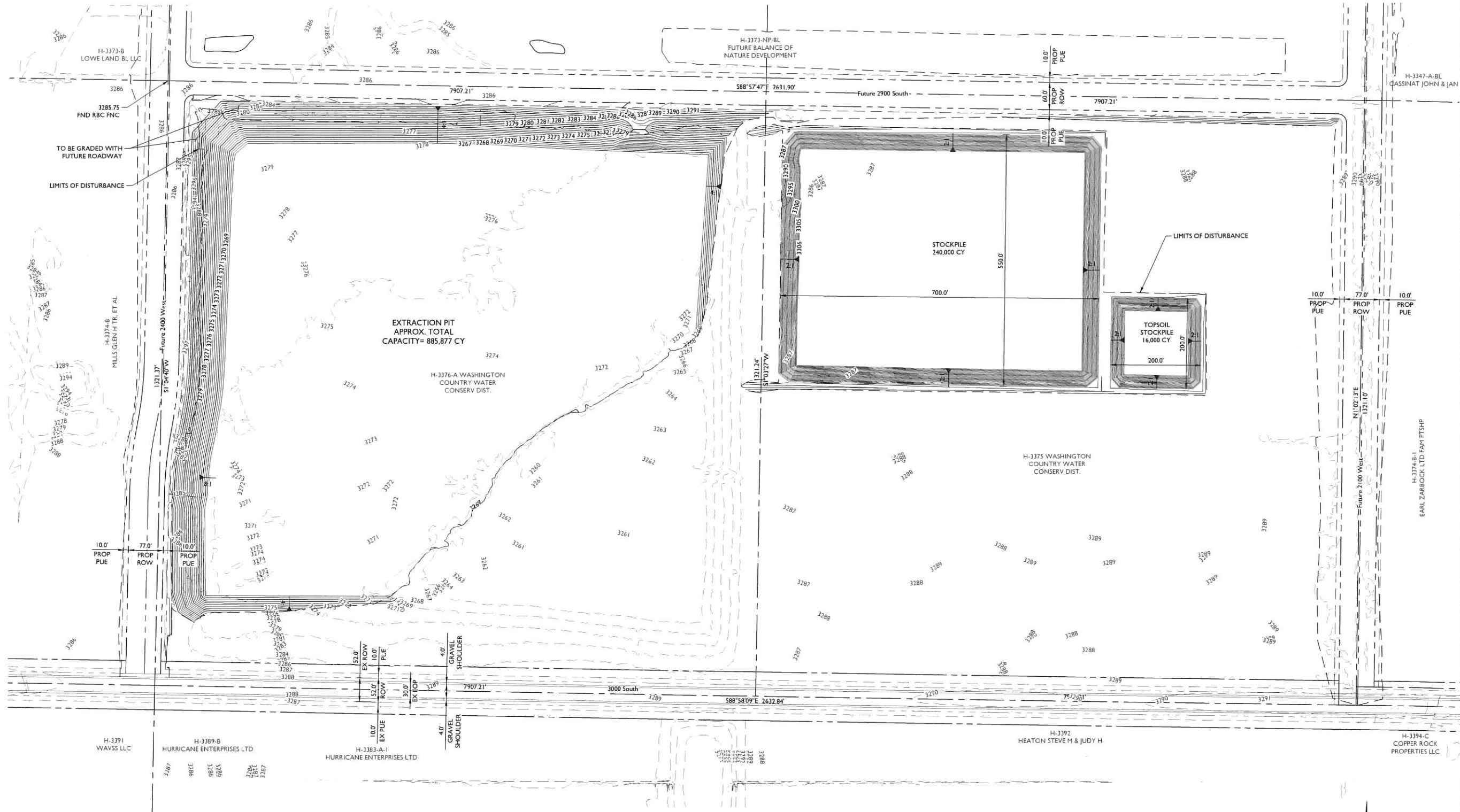
DESIGNER: EPS
DRAWN BY: EPS

PROFESSIONAL ENGINEER
No. 132045432202
EXPIRATION DATE: 12/31/2024
STATE OF UTAH

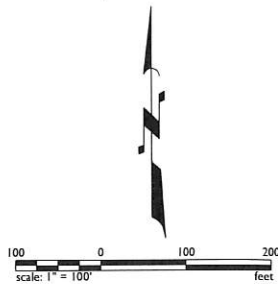
Job No.
21-0167

Sheet No.
9.00

21-0167 - Water Concerancy District - Phase I



NOTE: ONCE THE SITE IS EXCAVATED THERE WILL BE NO WATER CONSUMPTION OR WASTEWATER DISCHARGE





1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project: Water Concerancy District
Hurricane, UT

Revisions:

Rev.	Description

Design: EPS
Drawn by: EPS

Professional Engineer
JOSEPH W. PETRUCCI
STATE OF UTAH
No. 120643-2010

Job No.
21-0167

Sheet No.
10.00



October 10, 1997

Ron Thompson
Washington County Water Conservancy District
136 North 100 East
St. George, UT 84770

Dear Mr. Thompson:

re: Potential Clay Borrow Source - Alternate 3, Hall/Gubler Property

At your request, a preliminary investigation has been performed on a potential clay borrow source for the Sand Hollow Project. The source is identified as the Hall/Gubler Property and is located in the Southwest Quarter of Section 16 and Southeast Quarter of Section 17, Township 42 South, Range 13 West, SLB&M.

The work performed during this investigation included excavation, logging, and sampling of 15 test pits and performance of laboratory classification and soluble salt tests. Figure 1 is a vicinity map showing the location of the property. The potential source includes 80 acres and the approximate location of test pits is presented in Figure 2. The test pit logs are presented in Figures 3 and 4.

It will be observed from Figures 3 and 4 that the soils consist of a lean clay. Samples were obtained at about 3 foot intervals for laboratory testing. Each sample obtained in the field was classified in the laboratory according to the Unified Classification System. Classification tests were performed on select samples and the results are summarized in Table 1, Summary of Test Data. It will be observed that the Liquid Limit ranges from 21 to 32 and the Plasticity Index ranges from 6 to 12 for the clay, classifying as a lean CL type soil. Soluble salt tests were run on each sample obtained during the field investigation. The results of the soluble salt tests are presented on the boring logs. The average soluble salt content of the 44 samples tests was 2.8%, with 8 samples showing greater than 5% and only two samples greater than 7%.

Washington County Water Conservancy District
Page 2
October 10, 1997

It is our opinion that this represents the best of the four alternate sources investigated for Zone I material. It is estimated that an excavation about 10 feet deep covering 40 acres will be sufficient to provide Zone I material.

We appreciate the opportunity of performing this service for the District. If there are any questions regarding the information contained herein, please call.

Sincerely,

RB&G Engineering, Inc.

Bradford E. Price, P.E.

RB&G ENGINEERING INC.
Sand Hollow Reservoir Project Alternate 3 Borrow Source, 9412



Figure 1 POTENTIAL CLAY BORROW SOURCE
Sand Hollow Dam
Washington County, Utah

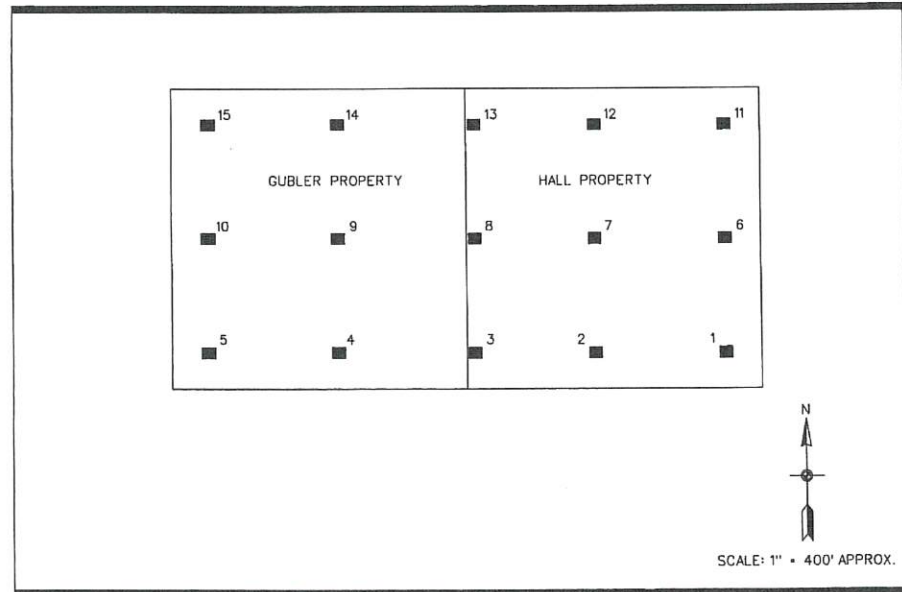


Figure 2 TEST PIT LOCATIONS
Sand Hollow Project
Clay Borrow Source, Hall/Gubler Property

Table 1
SUMMARY OF TEST DATA

PROJECT SAND HOLLOW DAM
LOCATION Alternate III-Hall Property
FEATURE Clay Borrow Source

HOLE NO.	DEPTH BELOW GROUND SURFACE (ft)	STANDARD PENETRATION BLOWS PER FOOT	IN-PLACE		UNCONFINED COMPRESSIVE STRENGTH (psf)	ATTERBERG LIMITS			MECHANICAL ANALYSIS			UNIFIED SOIL CLASSIFICATION SYSTEM (modified)
			DAY UNIT WEIGHT (pcf)	MOISTURE (%)		LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX (%)	PERCENT GRAVEL	PERCENT SAND	PERCENT SILT & CLAY	
1	3					31	20	11				CL-1
6						24	17	7				CL-1
9						25	18	7				CL-1
2	3					32	21	11				CL-1
3	3					28	20	8				CL-1
4	3					31	22	9				CL-1
5	3					32	20	12				CL-1
6						26	15	11				CL-1
9						18	12	6				CL-ML
8	3					27	18	9				CL-1
6						31	19	12				CL-1
9						27	17	10				CL-1
9	3					31	19	12				CL-1
10	3					30	18	12				CL-1
11	3					31	19	12				CL-1
6						22	16	6				CL-ML
9						21	13	8				CL-1
15	3					31	18	13				CL-1
6						27	21	6				CL-ML
9						27	15	12				CL-1

NP=Nonplastic

RB&G ENGINEERING INC.

Water Conservancy District
Hurricane, UT

Soils Report Summary

Project:

Revisions:



Designer: EPS
Drawn by: EPS

Job No.
21-0167

Sheet No.
11.00

1130 N Alma School Road
Suite 120
Nash, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com





STAFF COMMENTS

Agenda Date:	04/20/2023
Application Number:	2023-ZC-10
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Washington County Water Conservancy District
Agent:	
Request:	A zone change from RA-1 to RA-1 with an Extraction Overlay
Location:	2100 to 2400 W 3000 S
Zoning:	RA-1
General Plan Map:	Agricultural

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to WCWCD and Hurricane City entering into an agreement and that the plans are updated to comply with staff and JUC comments.

Discussion:

The Washington County Water Conservancy District is proposing an extraction overlay zone over the large clay pit north of 3000 S between 2100 W and 2400 W. The District has used this pit to mine clay for several existing dams and intends to continue to use this pit to mine clay for the future Toquer Reservoir and Warner Valley Reservoir. This zone change would allow the District to continue this use as well as provide protections for this use as the neighboring property to the north develops into the Balance of Nature (BoN Gardens) development.

Negotiations between the Water Conservancy District, Balance of Nature, and the City are ongoing but the basic plan is that the pit will be excavated to serve as a regional stormwater detention basin for the Frog Hollow wash which will benefit Balance of Nature and surrounding properties. Once the District is done excavating the clay for the Warner Valley Reservoir then the property will be deeded to the City for use as a public park and regional detention basin.

The proposed use is currently existing on the property and while not strictly considered agriculture is broadly compatible with neighboring agricultural uses. No residential use is proposed with this amendment.

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

Response: There is almost no existing development in the property's vicinity. Leaving this area as open space in perpetuity will be overall harmonious with the planned agricultural use of the area. The future agreement between the City and the District will likely have a broad positive impact in the area.

3. Will the proposed amendment affect the adjacent property?

Response: Continued excavation on the property could cause issues with noise and dust for surrounding property owners as the area develops. The applicant has submitted a nuisance mitigation plan to address this.

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

Response: There are not currently adequate public facilities and services for the area however this amendment will not add to the stress the utilities are feeling in the area. The mining of the property will also have a positive impact on the county water supply since the material will be used to build reservoirs in the area. The site will also serve as a regional stormwater basin in the future, which is needed.

JUC Comments

JUC Comments are due April 12th, 2023 this report will be updated at that time

1. **Public Works:** What purpose does the fence in the middle of the property serve?
2. **Power:** Poles along 3000 S must maintain proper coverage with no slopes within utility easement, maintain as in place.
3. **Sewer:** No comments
4. **Streets:** No comments
5. **Water:** Okay
6. **Engineering:** Revisions to the submitted plans must be made. Opportunities to approve the details of the proposed construction (e.g. gate and access locations and proposed slopes of the driveways from 3000 S), to agree to the limits of the proposed extraction (i.e. maximum slopes and minimum setbacks from roadways & utilities), and to coordinate master planned facility locations (i.e. storm drain inlets to the pit and fully built roadway widths) won't easily come again once this zone change overlay is approved. Although, this extraction zone has been proposed to help accommodate the neighboring development, the rights of the extraction zone can outlast the development of the neighboring properties
7. **Fire:** Okay
8. **Gas:** No comments
9. **Cable:** No comments
10. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates interference with district

facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments

1. Extraction Overlay zones are governed by [Title 10 Chapter 27](#) of the Hurricane City Code the stated purpose of the zoning is to “*to provide for the operation of extraction industries in the City, while regulating the operation of such industrial uses particularly on properties in close proximity to residential districts and to provide regulatory standards and procedures to ensure the reclamation of the extraction industry sites upon completion of the extraction processes.*”
 - a. It also states that, “*The underlying zoning shall control the property once the extraction industry work is completed and the extraction industries overlay zone has been removed.*” The underlying zoning is RA-1.
2. HCC 10-27-6 requires that the applicant submit the following items

Plan Requirements	Description from City Code	Staff Comments
General Site Plan	<i>All property included in the proposed overlay showing any existing or proposed buildings, parking areas, and roadways.</i>	This has been provided. The only current roadway in the vicinity is 3000 S
Excavation Map	<i>This should be a topographic map, at a scale of one inch equals 200 feet to a maximum contour interval of four feet. This map shall include a general depiction of the area at least 500 feet beyond the proposed excavation and show the location of the operations and proposed haul roads. This map shall identify the phases of the excavation, the planned depth and the location of stockpiles, mine tailings, milling and processing systems, and cross sections of the excavation site in areas of greatest material displacement. The number of required cross sections shall be dependent upon the size and topography of the excavation site.</i>	A proposed excavation map has been provided. The map does not meet this code to the letter however staff has no concerns with the proposed plans.
Development Schedule	<i>A text summary of the estimated development schedule and time frame shall be submitted. This text should outline the estimated operational life of</i>	A text summary has been provided. The work will be completed in two phases with the first phase being completed

	<i>the project, and should summarize phased extraction plans and corresponding phased reclamation and estimated time frames for each phase.</i>	in the next two years and phase two sometime after 2025.
Roadway Plan	<i>Address the anticipated impact on existing streets, reflecting the trip generation rate, along with the planned construction of any new streets, including all proposed haul roads, and the access for such roads to any state roads. Provide the anticipated type and number of heavy equipment to be used, assuming full time operation and hauling of 40 hours per week and the individual gross vehicular weight. Show travel impact on any existing City streets, including amount of traffic. Provide proposed mitigation of haul stress on improved City roadways. Additional improvements to, or replacement of, surfaces and subsurfaces may be required as a condition of approval.</i>	A roadway plan has been submitted. Staff has some concerns about traffic impacts as well as plans for any internal roadways.
Utility Plan	<i>Show the location of all utility lines and facilities, if any, including, but not limited to, water, sewer, power, cable television, natural gas and telephone within the project area. This plan shall indicate the proposed point of connection to utilities.</i>	There are no existing utilities in this area. It is not explicitly stated, but it is likely that there are no planned utility connections to the site at this time
Nuisance Mitigation Plan	<i>Provide detailed plan to control and limit dust, noise, vibration, smoke and odor created on the site during actual extraction operations and during idle time. This plan should reflect the requirement that all access and haul roads on the site shall be maintained in a dust free condition by impervious surfacing or some other treatment approved by the City. Dust mitigation must be pursuant to rule R-307-205 of the Utah Administrative Code, applicable City ordinances, and any other applicable statute or regulation.</i>	A nuisance mitigation plan and erosion control plan has been submitted. Their plan addresses dust control and drainage mitigation but does not address potential nuisances while the work is being done. There are not a lot of surrounding residences at this time however staff would recommend the applicant add some language regarding noise and dust during excavation to their plan.

Drainage and Discharge Plan	<i>Show all natural and modified surface and subsurface drainage systems and the plans to provide erosion protection to the site during operations. This plan shall include provisions for the mitigation of erosion damage on site and within 500 feet of the project boundary. Additionally, the plan shall disclose the anticipated rate on a daily basis of water consumption, wastewater discharge, drainage volumes, and source of disposal of water to be used in the operation. Plan shall demonstrate compliance with all applicable local, state, and federal regulations governing drainage and wastewater. NPDES standards shall apply.</i>	A drainage and discharge plan has been provided. All drainage is intended to be stored on site.
Soil Geology Report	<i>Shall be prepared by a geologist and/or geotechnical engineer specializing in soil mechanics and licensed by the state. It shall be based upon geological evaluations, test borings, and excavations in a number and at locations that the author of the report shall demonstrate are sufficient to accurately identify and analyze soil types and geologic features within the planned extraction area. Reduced costs shall not be justification for more distant or convenient locations for extractions and borings. Additional soil geologic investigations may be required if the report indicates the presence of conditions that, if not corrected or adequately addressed through design, could lead to unacceptable damage, erosion or soil movement. Such conditions may include, but not be limited to: expansive soils, high water table, soluble mineral veins, slope instability, buried slides, buried stream channels, and fault zones.</i>	A soils report dated October 10, 1997 has been submitted. Planning staff does not see any potential issues within the soils report however our Engineering Department has not had a chance to review this in detail.

3. A reclamation plan has been submitted that meets all requirements with the exception of a revegetation plan, this can be addressed at a later time if the City will be taking over the property
4. **Fencing:** Under HCC 10-27-13: “Areas of excavation with serious or hazardous conditions shall be reasonably fenced to exclude entrance by members of the public. Fences shall not be placed

closer than ten feet from the edge of any cut slope.” A fence is required and shown on their plans. The City, Balance of Nature, and the District have been in negotiations on the form and placement of the fence.

5. HCC 10-27-11 requires a security for completion for the site worth 125% of the amount estimated by the City Engineer to complete the reclamation and site improvements if any. Since the City is working on an agreement with the applicant about taking long term maintenance of the property after the extraction has been completed, staff believes this should be considered as part of the agreement with the district.

Findings:

Staff makes the following findings:

1. The proposed zone change is broadly compatible with the General Plan Map and goals.
2. The proposed zone change is generally in harmony with the surrounding area.
3. The proposed zone change will have an impact on the area, but that depends on how and when this area develops.
4. The services are not adequate for the development in this region, however this change will most likely not require additional utility services. The use on the property will contribute to water supply across the county.
5. Staff finds the supporting documents presented to be largely acceptable.

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and considers residents' comments. Staff recommends continuing of the extraction overlay until the City and the applicant have agreed to terms within an agreement about the future use of the property and the applicant makes recommended changes.

Recording Requested By, and
Return Recorded Document to:
Hurricane City
147 N. 870 W.
Hurricane, Utah 84737

APN: H-3376-A; H-3375

AGREEMENT
For Road Dedication, Zoning, and Use of Bench Lake Property

Effective this ____ day of _____, 2023, this Agreement for Rights of Way Dedication and Use of Bench Lake Property (Agreement) is made between Washington County Water Conservancy District (District) and Hurricane City (City).

I. AUTHORITY

The statutes authorizing the District to enter into this Agreement and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Local District Powers), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes and regulations authorizing the City to enter into this Agreement and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. BACKGROUND AND PURPOSE

The District owns parcel numbers H-3376-A and H-3375 (together the “Property”) in the boundaries of the City in an area generally known as “Bench Lake.” The City’s General Master Plan provides for City roads around the perimeter of the Property. The City has conditionally approved various developments in the area around the Property and desires to have these roads constructed concurrent with development. In addition, the City desires to eventually acquire the Property to serve as a stormwater detention facility and recreational area.

The District is amenable to providing a rights of way dedication for the roads to the City at this time. However, the District purchased and owns the Property specifically for the purpose of mining material from the Property for future construction of District facilities, including reservoir dams located in other areas in the District. The material located on the Property, particularly clay, is the best material for dam construction that experts have been able to locate in the state. It is vital to the District’s public purpose for it to continue to have and the right to mine and remove material from its Property for the construction of its facilities and to engage in all related activities on the Property. Therefore, the District desires in exchange for the rights of way dedication across its Property, that the City (1) install a portion of the upgraded fencing around

the Property and (2) rezone the Property with an Extraction Industries Overlay Zone to authorize the access and operations required to mine, extract, and remove the materials consistent with this Agreement and Hurricane City Code. Once the District has mined the material needed for its facilities, the District has agreed to convey the Property to the City, and the underlying zone shall thereafter control the Property.

IV. RESPONSIBILITIES OF PARTIES

A. Washington County Water Conservancy District

1. The District will execute a rights of way dedication in a form substantially similar to the form attached hereto as Exhibit A (“Road Dedication Plat”). The District is not responsible for any of the cost related to the roads or utilities, or for curb, gutter, sidewalk, or other improvements.

2. Once the District has removed the material needed to construct its facilities and has determined in its sole discretion that it no longer needs the property to construct facilities, the District will deed the property to the City at no charge. The City agrees to take the Property as is with the material removed and a remaining hole on the Property.

3. The District will comply with the Site Development and Reclamation Plans attached hereto as Exhibit B (“Site Development Plan”).

B. Hurricane City

1. City will be responsible for the cost of preparing the Rights of Way Dedication.

2. The City will be responsible for installing or having installed a 6’ chain link fence around one-half of the Property on the north and east sides of the Property, as shown on Exhibit C (“Proposed Map”). The District will be responsible for installing or having installed a 6’ chain link fence on the south and west sides of the Property, together with the access gates and reinforced concrete access points as shown on Exhibit D (“Roadway Plan”). The fence will be installed one foot inside the public utility right of way as shown on Exhibit E (“Cross Sections”), with the fence at least ten feet from the edge of any cut slope pursuant to Hurricane City Code section 10-27-13. The City is in the process of implementing a new impact fee for drainage, which will be the source of funds to finance the City’s fencing obligations under this Agreement of the drainage storage area facility. The City will act in good faith to timely implement this new impact fee to secure the necessary funding, which funding shall be a condition precedent to the City’s obligation to install or have installed the fencing.

3. Pursuant to Hurricane City Code Title 10, Chapter 27 – Extraction Industries Overlay Zone, the City agrees to, concurrently with the execution of this Agreement, amend the City’s zoning map to place an Extraction Industries Overlay Zone over the Property. A copy of the current version of the Extraction Industries Overlay Zone that will apply to this Agreement for its duration is attached as Exhibit F (“Extraction Ordinance”). The City warrants and guarantees that the District shall have the right to mine and remove material from the Property as set forth in the Site Development Plan insofar as permitted by state and federal law. Furthermore, the City has amended the City’s Drainage Manual to require any development in the City that drains into the Property to retain storm drain water from storm water events of less than or equal to a 10-year storm event as defined in the City’s Drainage Manual.

VI. GENERAL

1. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
2. Amendment. This Agreement may be amended through written agreement of all Parties.
3. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this Agreement shall not be deemed to give rise to any right by any person or entity not a party against any Party to this Agreement. Nothing in this Agreement is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this Agreement.
4. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
5. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth District Court of the State of Utah.
6. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
7. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.
8. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.
9. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.
10. Partial validity. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:
 - a. The remainder of this Agreement shall be considered valid and operative, and,
 - b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

11. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that ‘ambiguities shall be construed against the draftsman’ shall have no application to this Agreement.

12. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

13. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

14. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or City, as the case may be, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. GENERAL MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

HURRICANE CITY
ATTN. CITY MANAGER
147 NORTH 870 WEST
HURRICANE, UTAH 84737

15. Points of Contact. Each Party designates below a primary point of contact (“POC”) to coordinate all matters concerning the carrying out of activities under this Agreement. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Zachary Renstrom	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	zach@wcwcd.org
City	Kaden DeMille	147 N 870 W Hurricane, UT 84737	435.635.2811	kaden@cityofhurricane.com

16. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A: Road Dedication Plat for 2100 West, 2400 West, 2900 South, and 3000 South

Exhibit B: Site Development Plan

Exhibit C: Proposed Map

Exhibit D: Roadway Plan

Exhibit E: Cross Sections

Exhibit F: Extraction Ordinance

17. Counterparts. This Agreement may be executed in counterparts.

18. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

*Signatures on succeeding page.

Entered into and effective on the date first written above:

Zachary Renstrom, General Manager
Washington County Water Conservancy District

Nanette Billings, Mayor
Hurricane City

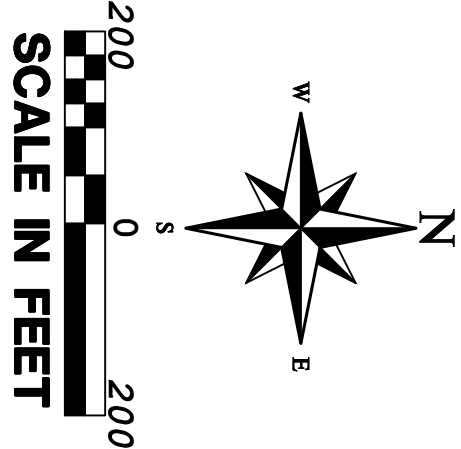
APPROVED AS TO FORM:

Counsel for Hurricane City

Counsel for Washington County Water Conservancy District

EXHIBIT A

ROAD DEDICATION PLAT



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE THE BOUNDARY OF A NEW ROADWAY AND DEDICATE THE ROADWAY FOR PUBLIC USE TO THE CITY OF HURRICANE, WASHINGTON COUNTY, UTAH. THE BASIS OF BEARINGS IS S88°58'09"E 2632.84 FEET FROM THE SOUTH QUARTER (1/4) CORNER TO THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE HERON DESCRIBED TRACTS OF LAND HAVING CAUSED THE SAME TO BE CREATED AS A PUBLIC ROADWAY FOR GOOD AND VALUABLE CONSIDERATION HAVE HEREBY RECEIVED THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC ROADWAYS AND EASEMENTS. THE OWNERS DO HEREBY WARRANT TO THE CITY OF HURRICANE, ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF WASHINGTON } S.S.

ON THIS THE _____ DAY OF _____ 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/SHE IS THE MANAGER/MEMBER OF MOLLYS VIEW LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT HE/SHE EXECUTED THE FOREGOING OWNERS' DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF MOLLYS VIEW LLC, AND HE/SHE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

RESIDING IN _____ COUNTY, UTAH

NOTARY PUBLIC FULL NAME: _____

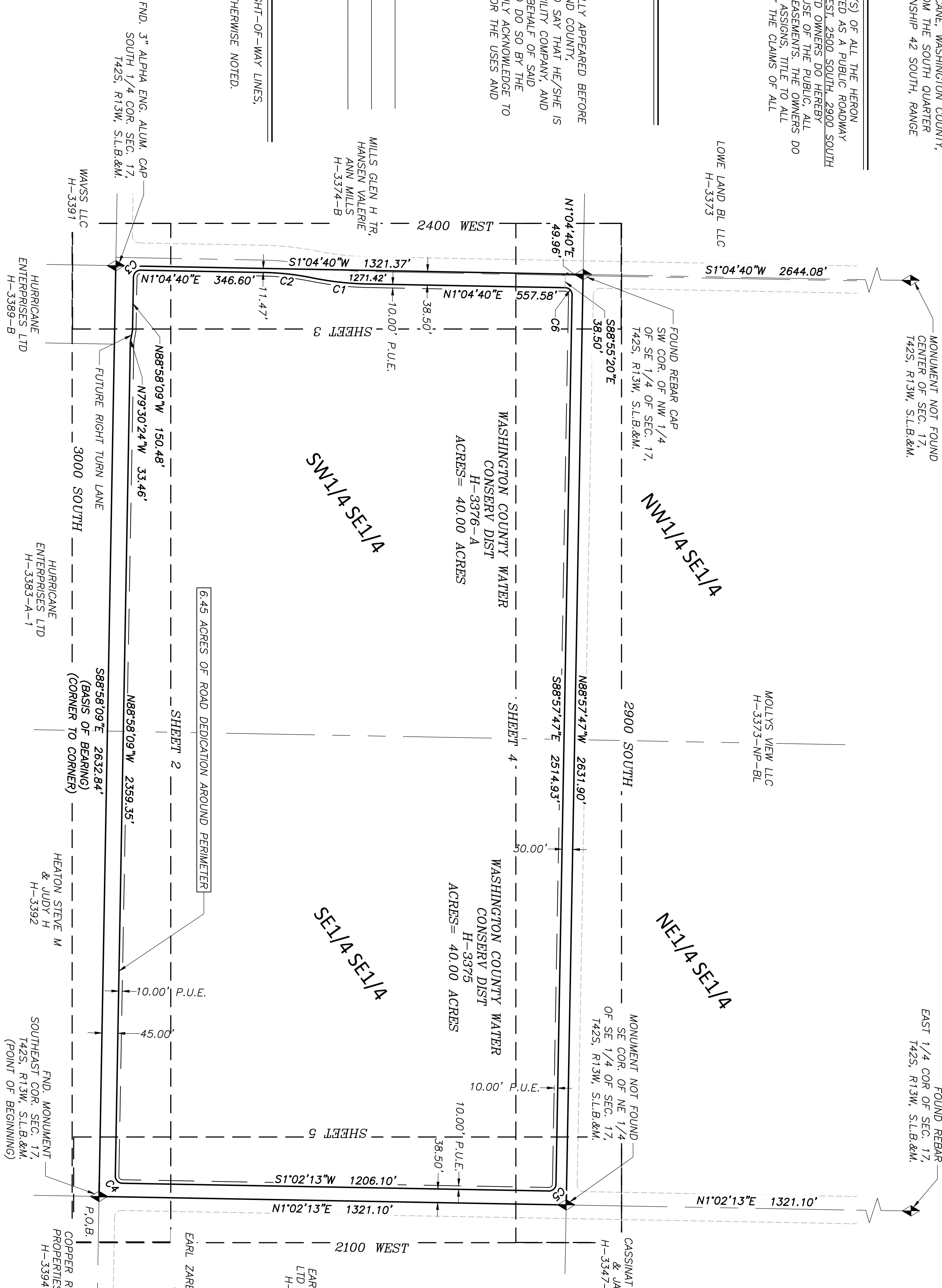
COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

GENERAL NOTES

1. A 10.00 FOOT WIDE UTILITY EASEMENT EXISTS ALONG ALL RIGHT-OF-WAY LINES.
2. ALL DISTANCES ON PLAT ARE ROUND DISTANCES UNLESS OTHERWISE NOTED.



ROAD DEDICATION PLAT FOR:
**WASHINGTON COUNTY WATER CONSERV. DIST. PORTION OF
2100 WEST, 2400 WEST, 2900 SOUTH, AND 3000 SOUTH**

LOCATED IN SECTION 17, T42S, R13W, S1B.&M
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- BOUNDARY LINE
- INDEX SHEET LINES
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROAD LINE DEDICATED BY OTHERS
- SECTION CORNER AS DESCRIBED

SURVEYOR'S CERTIFICATE

I, CHAD J. HILL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7837685, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO PUBLIC STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS 2100 WEST, 2400 WEST, 2900 SOUTH, AND 3000 SOUTH, AND HAVE CAUSED THE SAME TO BE CORRECTLY SURVEYED AND WILL BE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

CHAD J. HILL, P.L.S. #7837685



FOR REVIEW
DATE

DEDICATION LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N88°58'09"W ALONG THE SOUTH SECTION LINE, 2632.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N01°04'40"W ALONG THE QUARTER SECTION LINE, 1271.42 FEET; THENCE S88°55'20"E, 38.50 FEET; THENCE S01°04'40"W, 557.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 877.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 159.13 FEET; THROUGH A CENTRAL ANGLE OF 10°24'38" (LONG CHORD BEARS: S06°16'59"W 159.13 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 765.00 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 138.81 FEET; THROUGH A CENTRAL ANGLE OF 10°24'38" (LONG CHORD BEARS: S06°16'59"W 138.81 FEET); THENCE S01°04'40"W, 346.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.43 FEET; THROUGH A CENTRAL ANGLE OF 90°02'49" (LONG CHORD BEARS: S43°56'44"E 28.30 FEET); THENCE S88°58'09"E, 150.48 FEET; THENCE S79°30'24"E, 33.46 FEET; THENCE S88°58'09"E, 2359.35 FEET; THENCE N06°02'02"E, 1321.10 FEET; THROUGH A CENTRAL ANGLE OF 89°59'39" (LONG CHORD BEARS: N46°02'02"E 28.28 FEET); THENCE N01°02'13"E, 1206.10 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET; THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: N43°57'47"W 28.28 FEET); THENCE N88°57'47"W, 2514.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS, CURVE TO THE LEFT A DISTANCE OF 89°57'53" (LONG CHORD BEARS: S46°02'27"W 28.30 FEET); THENCE N01°04'40"E, 49.96 FEET TO THE SOUTHWEST CORNER OF THE SIXTEENTH SECTION LINE; THENCE S88°57'47"E, 38.50 FEET; THENCE S01°04'40"E, 557.58 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 280,790 SQUARE FEET OR 6.446 ACRES.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	159.35'	877.00'	159.13'	N6°16'59"E	10°24'38"
C2	139.00'	765.00'	138.81'	N6°16'59"E	10°24'38"
C3	31.43'	20.00'	28.30'	N43°56'44"W	90°02'49"
C4	31.41'	20.00'	28.28'	S46°02'02"W	89°59'38"
C5	31.42'	20.00'	28.28'	S43°57'47"E	90°00'00"
C6	31.40'	20.00'	28.27'	N46°03'27"E	89°57'33"

ASHCREEK SPECIAL SERVICE
DISTRICT APPROVAL

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 ____.

ENGINEER'S APPROVAL

THE HERON 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 ____.

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE _____ DAY OF _____ A.D. 20 ____.

APPROVAL AND ACCEPTANCE BY
HURRICANE CITY, UTAH

WE, THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO THIS _____ DAY OF _____ A.D. 20 ____.

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS THE _____ DAY OF _____ A.D. 20 ____ THAT THE TAKING OF FINAL ASSESSMENTS, DUE AND PENDING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.

RECORDED NUMBER

SUPERINTENDENT, A.C.S.S.D.

ENGINEER
HURRICANE CITY, UTAH

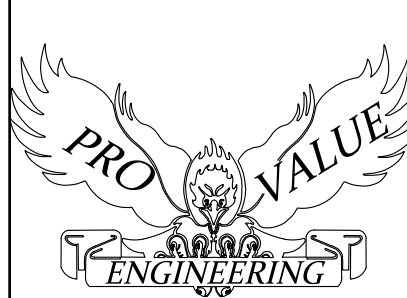
CITY ATTORNEY
HURRICANE CITY, UTAH

ATTEST: CITY RECORDER
HURRICANE CITY, UTAH

MAYOR
HURRICANE CITY, UTAH

WASHINGTON COUNTY TREASURER

WASHINGTON COUNTY RECORDER



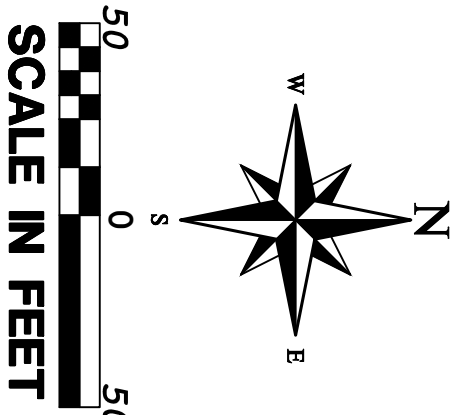
REVISIONS

NO	DESCRIPTION	DATE	BY

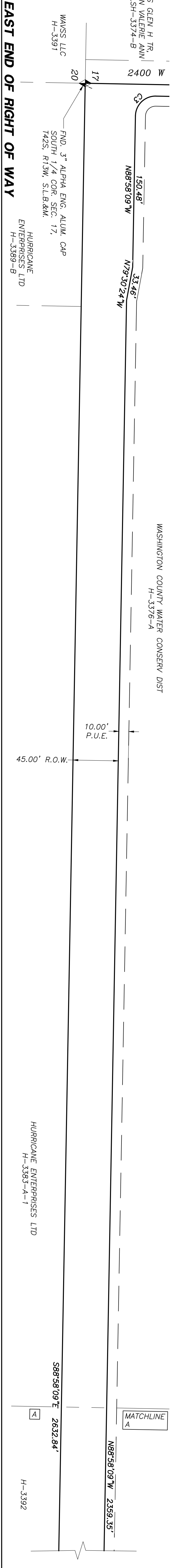
ROAD DEDICATION PLAT FOR:
3000 SOUTH - W.C.W.C.D. PORTION
LOCATED IN SECTION 17, T42S, R13W, S1.B.4M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

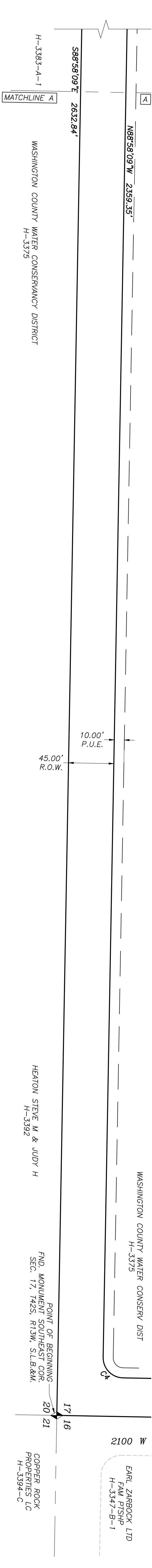
- BOUNDARY LINE
- ADJACENT STREET LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROAD LINE DEDICATED BY OTHERS
- SECTION CORNER AS DESCRIBED



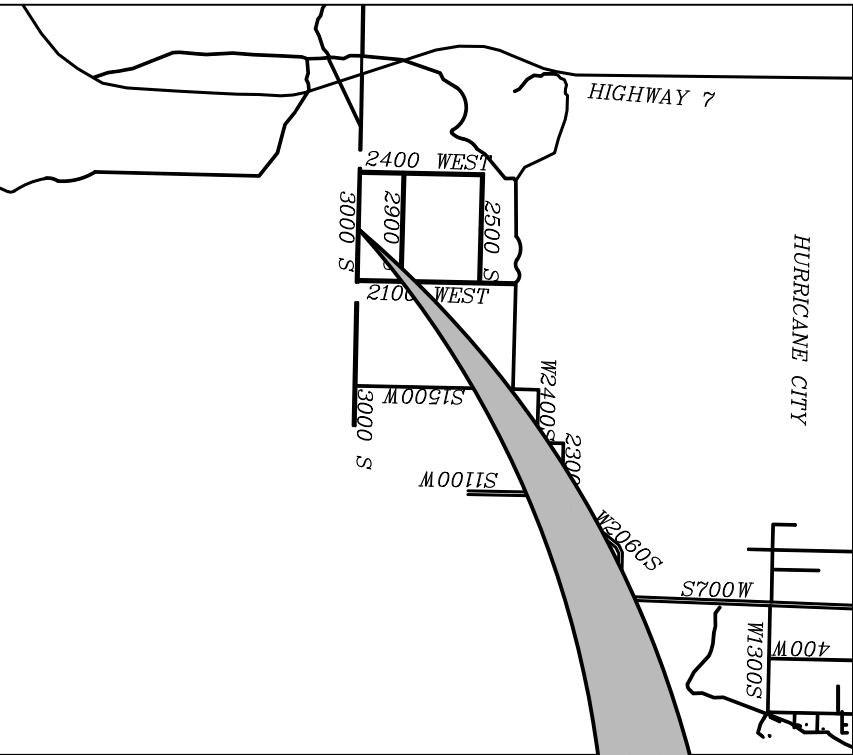
WEST END OF RIGHT OF WAY



EAST END OF RIGHT OF WAY



PROJECT LOCATION



VICINITY MAP

CURVE TABLE

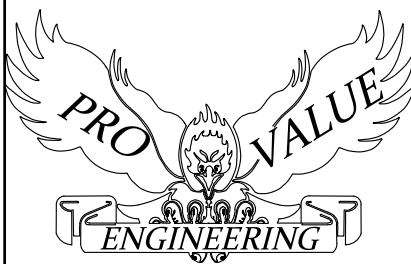
CURVE	LENGTH	RADIUS	CHORD DST.	CHORD BRG.	DELTA
C1	159.35'	877.00'	159.13'	N6°16'59"E	10°24'38"
C2	139.00'	765.00'	138.81'	N6°16'59"E	10°24'38"
C3	31.43'	20.00'	28.30'	N43°56'44"W	90°02'49"
C4	31.41'	20.00'	28.28'	S46°02'02"W	89°59'39"
C5	31.42'	20.00'	28.28'	S43°57'47"E	90°00'00"
C6	31.40'	20.00'	28.27'	N46°03'27"E	89°57'33"

COPYRIGHT © 2013 PROVALUE ENGINEERING INC.

REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307



ROAD DEDICATION PLAT FOR:
ROAD
LOCATED IN SECTION 17, T42S, R13W, S1.B.4M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 5/19/2012
SCALE: 1"=50'

JOB NO.
659-000

SHEET NO.

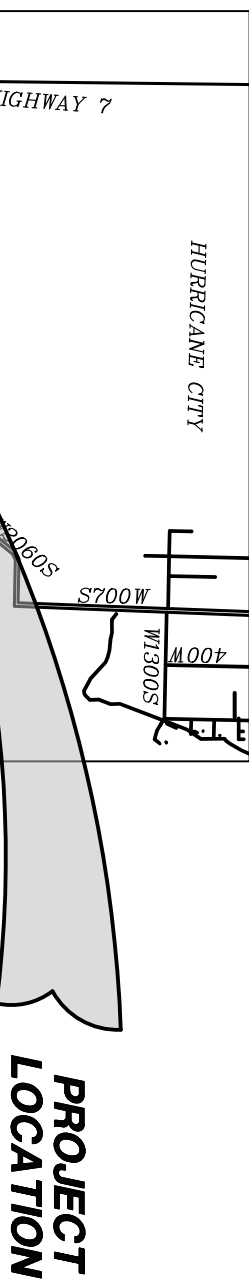
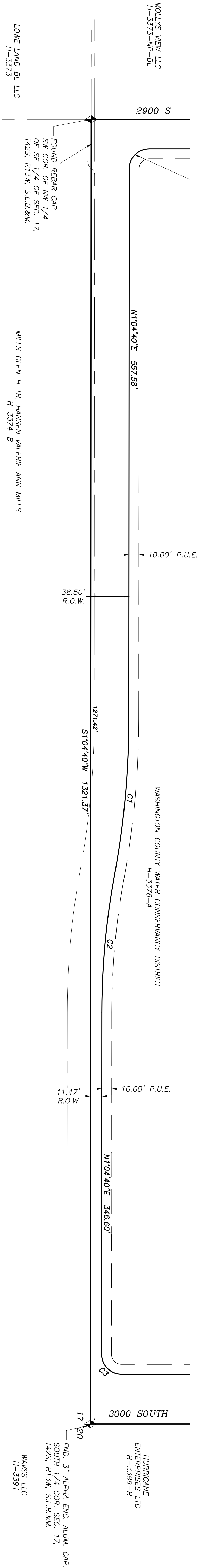
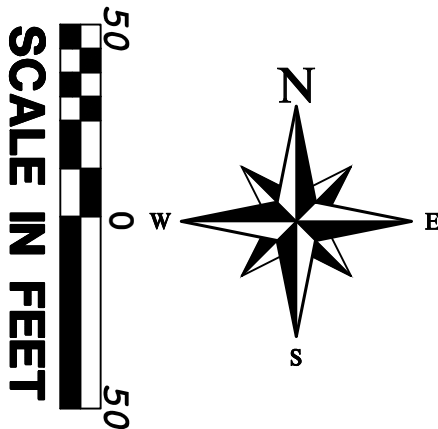
2 OF 5

659-001

ROAD DEDICATION PLAT FOR:
2400 WEST - W.C.W.C.D. PORTION
LOCATED IN SECTION 17, T42S, R13W, S1B&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROAD LINE DEDICATED BY OTHERS
- SECTION CORNER AS DESCRIBED



VICINITY MAP
N.T.S.

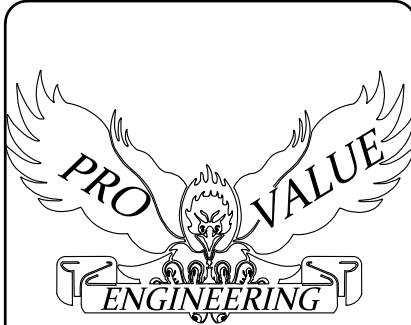
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	159.35'	877.00'	159.13'	N6°16'59"E	10°24'38"
C2	139.00'	765.00'	138.81'	N6°16'59"E	10°24'38"
C3	31.43'	20.00'	28.30'	N43°56'44"W	90°02'49"
C4	31.41'	20.00'	28.28'	S46°02'02"W	89°59'39"
C5	31.42'	20.00'	28.28'	S43°57'47"E	90°00'00"
C6	31.40'	20.00'	28.27'	N46°03'27"E	89°57'33"

COPYRIGHT © 2013 PROVALUE ENGINEERING INC.

REVISIONS			
NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307



ROAD DEDICATION PLAT FOR:
2600 WEST (SOUTH LEG)
LOCATED IN SECTION 17, T42S, R13W, S1B&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 11/21/2012

SCALE: 1"=50'

JOB NO.

659-000

SHEET NO.

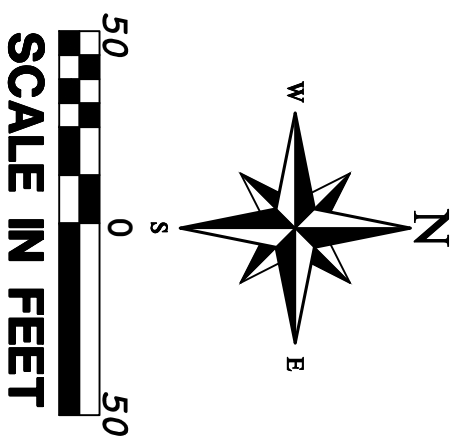
3 OF 5

659-001

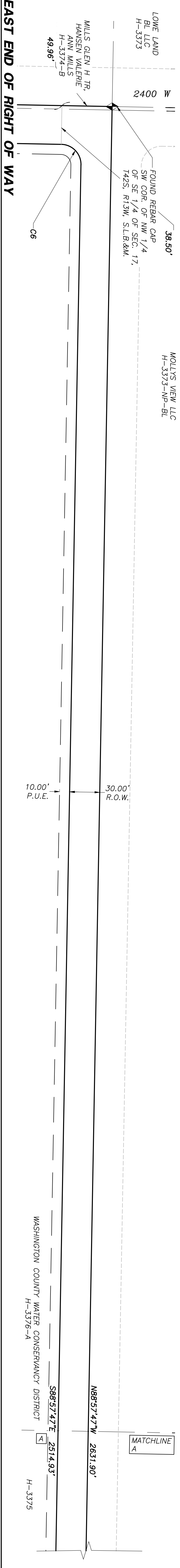
ROAD DEDICATION PLAT FOR:
2900 S - W.C.W.C.D. PORTION
LOCATED IN SECTION 17, T42S, R13W, S1.B.4M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

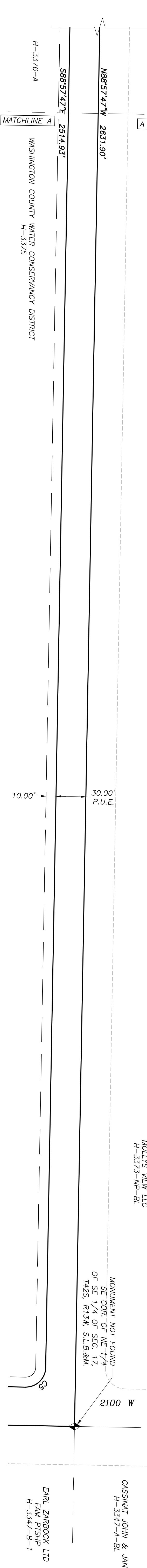
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROAD LINE DEDICATED BY OTHERS
- SECTION CORNER AS DESCRIBED



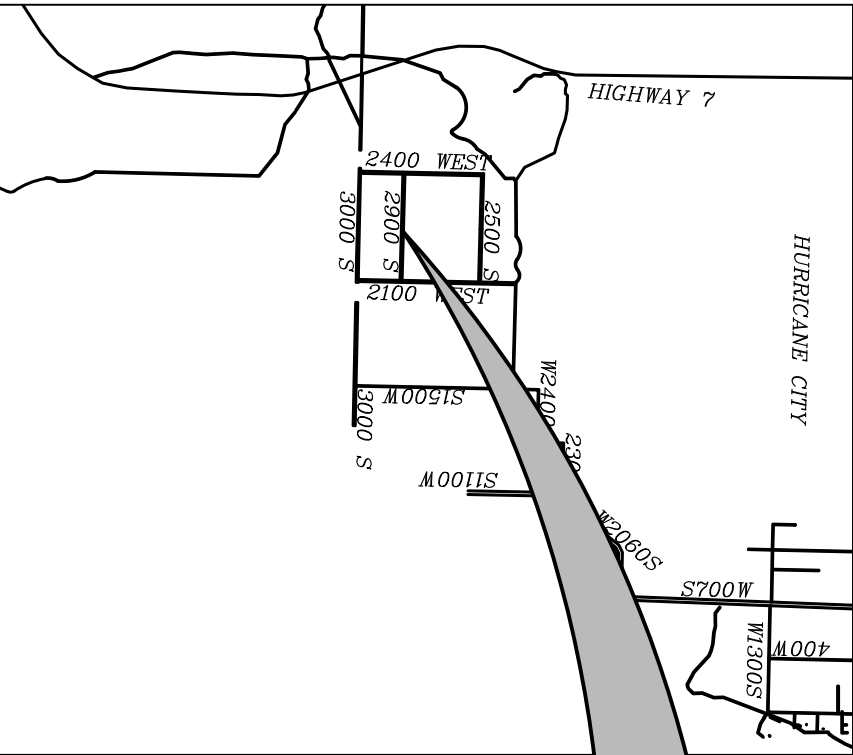
WEST END OF RIGHT OF WAY



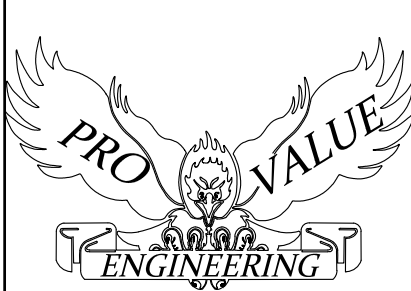
EAST END OF RIGHT OF WAY



PROJECT LOCATION



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD DST.	CHORD BRG.
C1	159.35'	877.00'	159.13'	N6°16'59\"/>
C2	139.00'	765.00'	138.81'	N6°16'59\"/>
C3	31.43'	20.00'	28.30'	N43°56'44\"/>
C4	31.41'	20.00'	28.28'	S46°02'02\"/>
C5	31.42'	20.00'	28.27'	S43°57'47\"/>
C6	31.40'	20.00'	28.27'	N46°03'27\"/>

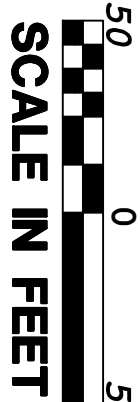
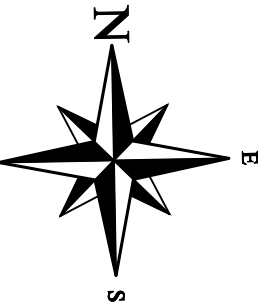


REVISIONS			
NO	DESCRIPTION	DATE	BY

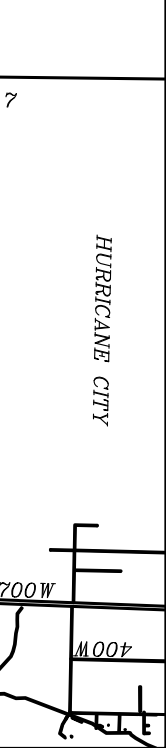
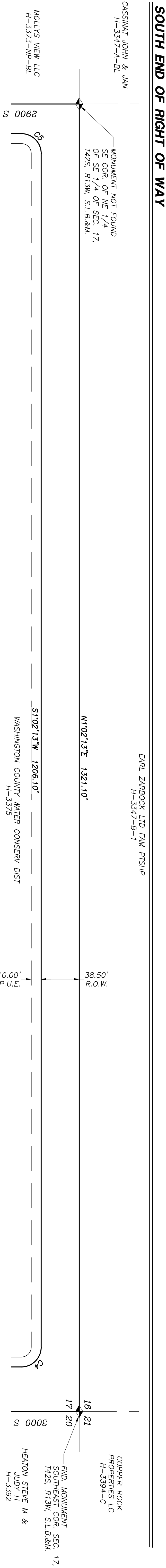
ROAD DEDICATION PLAT FOR:
2100 W - W.C.W.C.D. PORTION
LOCATED IN SECTIONS 16 & 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROAD LINE DEDICATED BY OTHERS
- SECTION CORNER AS DESCRIBED



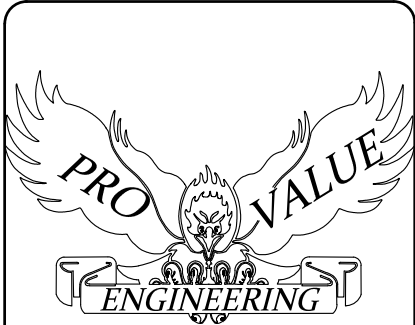
SCALE IN FEET



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	159.35'	877.00'	159.13'	N6°16'59"E	102°4'38"
C2	139.00'	765.00'	138.81'	N6°16'59"E	102°4'38"
C3	31.43'	20.00'	28.30'	N43°56'44"W	90°02'49"
C4	31.41'	20.00'	28.28'	S46°02'02"W	89°59'39"
C5	31.42'	20.00'	28.28'	S43°57'47"E	90°00'00"
C6	31.40'	20.00'	28.27'	N46°03'27"E	89°57'33"

COPYRIGHT © 2013 PROVALUE ENGINEERING INC.

REVISIONS			
NO	DESCRIPTION	DATE	BY



PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

ROAD DEDICATION PLAT FOR:
ROAD2

LOCATED IN SECTIONS 16 & 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

5 OF 5

SHEET NO.
DATE: 5/19/2012
SCALE: 1"=50'
JOB NO.
659-000

EXHIBIT B

SITE DEVELOPMENT PLAN

cmateosky Apr 19, 2023 12:07pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 1.00 - Cover.dwg

HURRICANE, UTAH

H-3374-B
MILLS GLEN H TR, ET AL

1321.37'
S1°04'40"W

Future 2400 West

7907.21'

EXTRACTION PIT

H-3376-A WASHINGTON
COUNTRY WATER
CONSERV. DIST.

7907.21'

3000 South

588°38'09"E 2633.84'

33°42'24"
S1°05'27"W

STOCKPILE

H-3375 WASHINGTON
COUNTRY WATER
CONSERV. DIST.

STOCKPILE

7907.21'

Future 2900 South

588°37'47"E 2631.90'

H-3373-A-B-1
FUTURE BALANCE OF NATURE
DEVELOPMENT

Future 2100 West

N1°02'13"E
1321.10'

H-3374-B-1
EARL ZARBOCK LTD FAM PTSHP

H-3373-B-1
LOWE/
LAND B/L
LLC

H-3374-B
HURRICANE
ENTERPRISES
LTD

H-3383-B
HURRICANE
ENTERPRISES
LTD

H-3383-A-1
HURRICANE ENTERPRISE, LTD

H-3392
HEATON STEVE W & JUDY H

H-3394-C
COPPER ROCK
PROPERTIES LLC

H-3347-A-B-1
CASINAT
JOHN & JAN

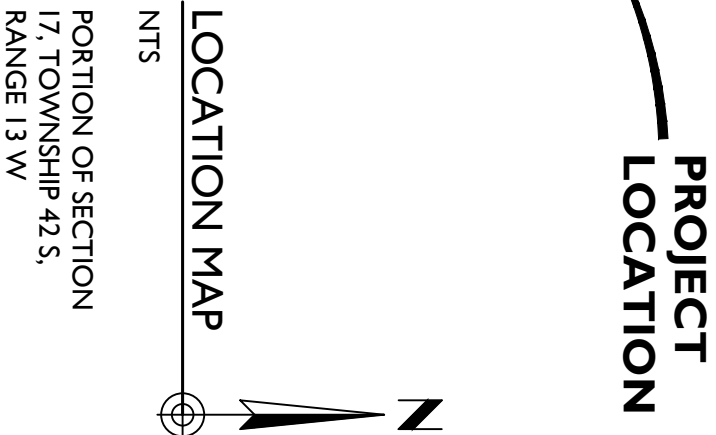
DEPARTMENT	NAME	CONTACT	HURRICANE CITY APPROVAL	DATE
STREETS	WESTON WALKER	435-668-6509		
PUBLIC WORKS DEPARTMENT	MIKE VERCIMAK	435-635-2811 EXT. 119		
ASH CREEK SEWER DISTRICT	AMBER GILLETTE	435-635-2348 EXT. 110		
WATER DEPARTMENT	KORY WRIGHT	435-669-0399		
CENTURYLINK	SHELLIE TURNER	435-429-9044		
TDS TELECOM	MATT BRANN	435-817-0180		
DOMINION ENERGY	JAKE BOZARTH	435-231-9971		
BUILDING DEPARTMENT	STEPHEN NELSON	435-635-2811 EXT. 118		
POWER DEPARTMENT	BRIAN ANDERSON	435-635-5536 OR 435-668-5614		
FIRE DEPARTMENT	KEVIN GILDIA	435-635-9562		
PARKS DEPARTMENT	DARREN BARNEY	435-635-9665 OR 435-668-9059		
HURRICANE CITY ENGINEER DEPARTMENT	ARTHUR LABARON	435-635-2811 EXT. 113		
WASHINGTON C.W.C.D	RYAN NAY	435-773-3016		
GIS	JOE RHODES	435-669-5471		

DESCRIPTION	SHEET NO
TITLE SHEET	1.00
EXTRACTION SITE PLAN	2.00 - 2.01
GENERAL SITE PLAN	3.00 - 3.03
EXISTING TOPOGRAPHY MAP	4.00
PROPOSED TOPOGRAPHY MAP	5.00
GRADING CROSS SECTIONS	6.00-6.01
ROADWAY PLAN	7.00
EXISTING UTILITIES MAP	8.00
EROSION CONTROL PLAN	9.00
DRAINAGE & DISCHARGE PLAN	10.00
SOILS REPORT	11.00
INVESTIGATION PLAN	12.00
EXTRACTION MAP	13.00

1130 N. ALPINE SCHOOL RD., SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258
CONTACT: JOE PETRUCCI, P.E.
EMAIL: joe.petrucchi@jsgroupinc.com

533 E. WATERWORKS DR.
ST. GEORGE, UTAH 84770
PHONE: (435) 673-3617
CONTACT: COREY CRAM
EMAIL: Corey@cwcworldz

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 E. WATERWORKS DR.
ST. GEORGE, UTAH 84770
PHONE: (435) 673-3617
CONTACT: COREY CRAM
EMAIL: Corey@wccd.org

[illegible]

cmateosky Apr 19, 2023 12:07pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 2.00 - Zone.dwg



OWNER:
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

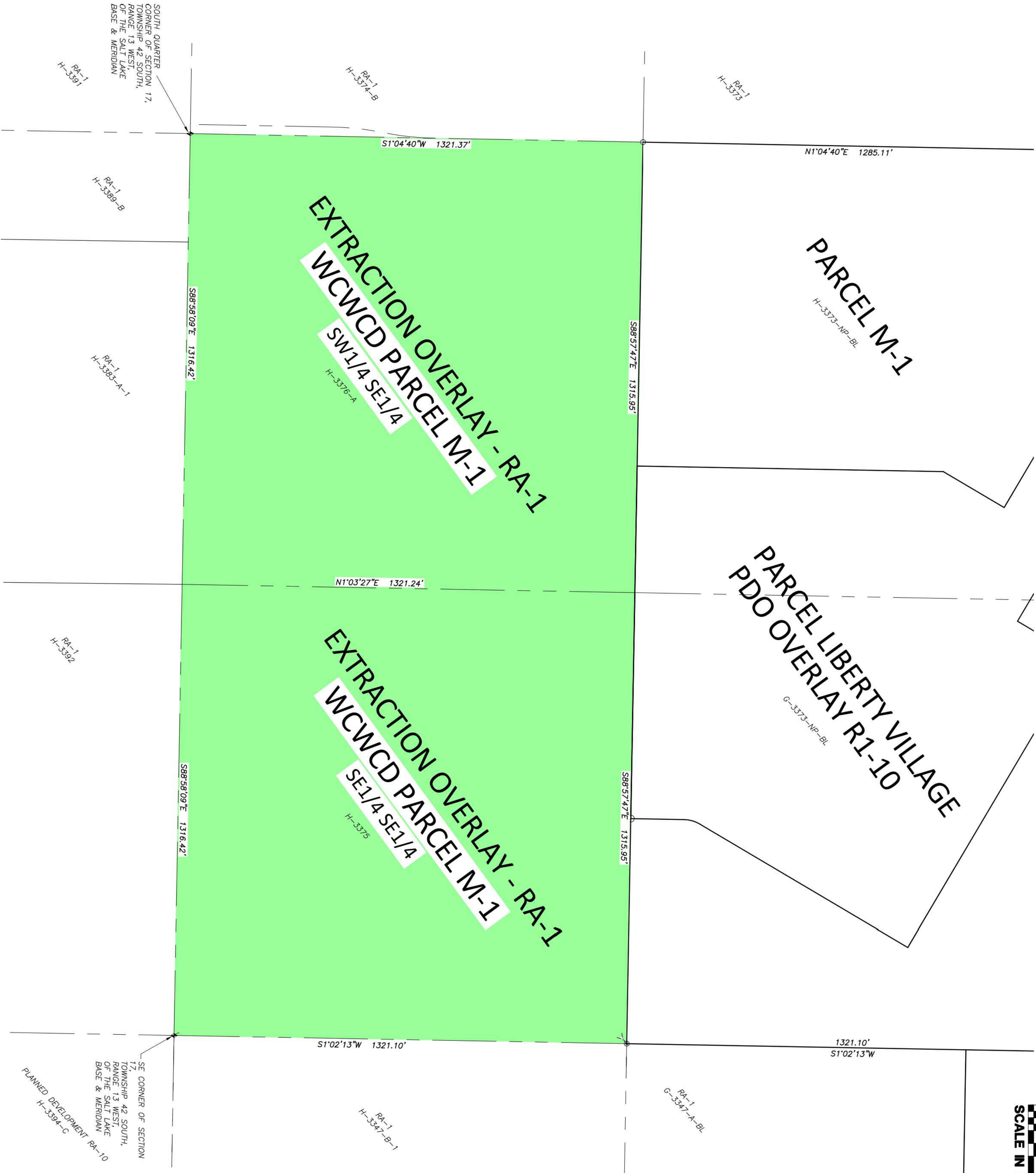
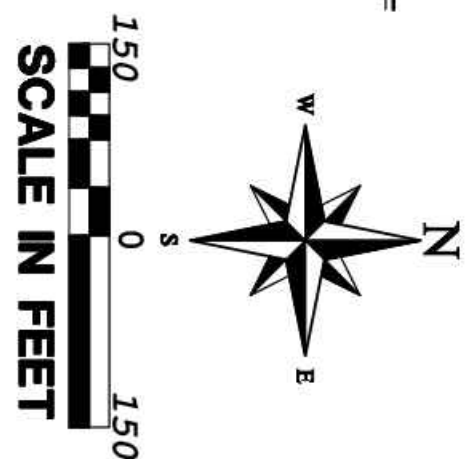
ENTIRE PARCEL LEGAL DESCRIPTION:
THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN. AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.

**ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
WASHINGTON CO. WATER CONS. DISTRICT**

LOCATED IN SECTION 17, T42S, R13W, S1&3&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

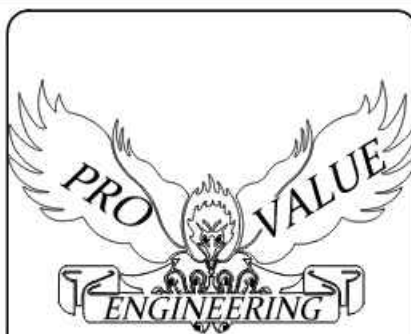
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- SECTION CORNERS



COPYRIGHT © 2013 PROVALUE ENGINEERING INC.

REVISIONS			
NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84731
Phone: (435) 668-6301



**ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE**

LOCATED IN SECTION 17, T42S, R13W, S1&3&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 1/30/2013

SCALE: 1"=50'

JOB NO. 659-000

SHEET NO.

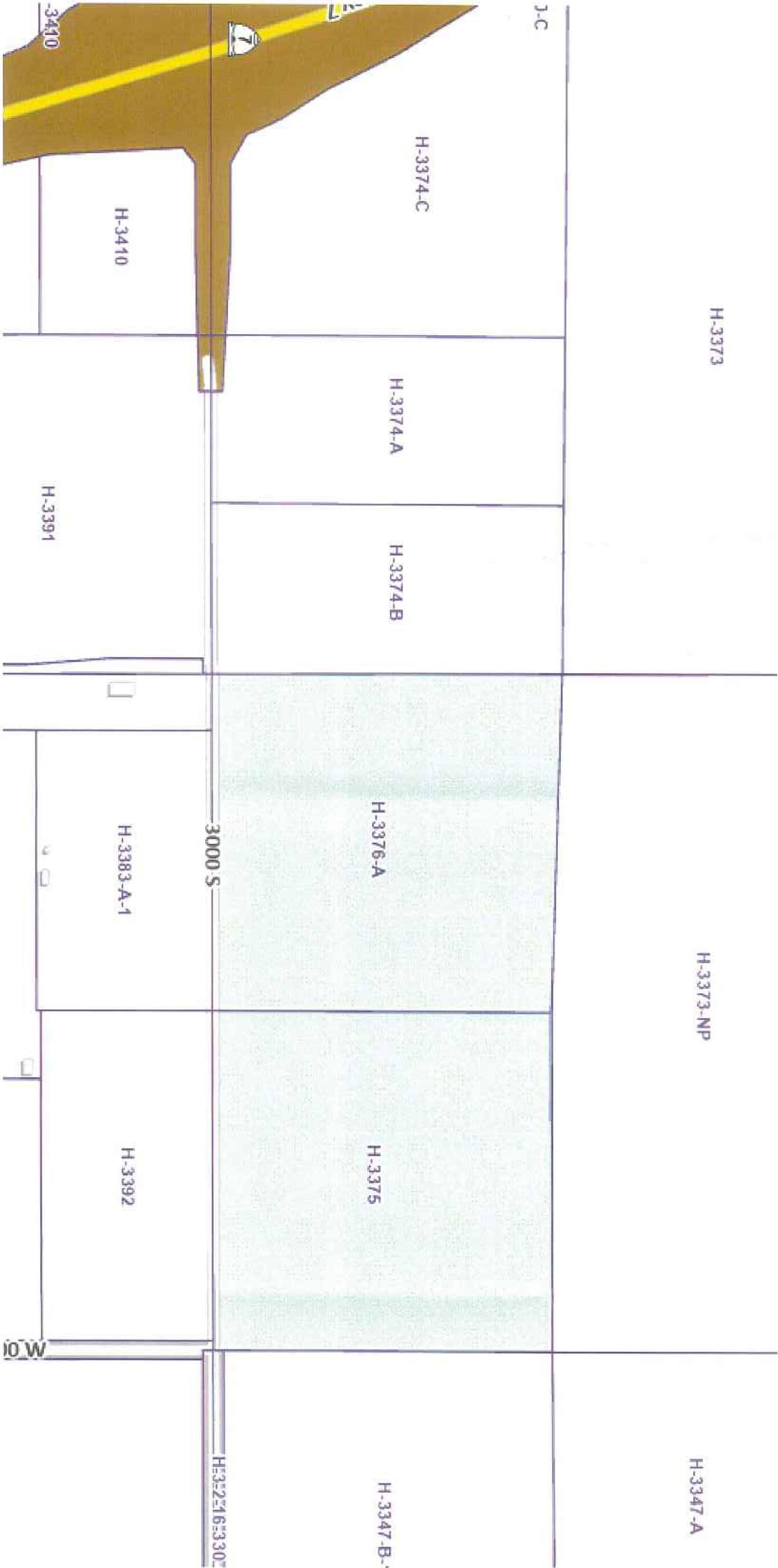
201

659-001

Figure 1. Washington County Water Conservancy District property located at 2100 to 2400 west 3000 south.



Figure 2. Washington County Property Map showing Washington County Water Conservancy District property (parcels H-3376-A and H-3375) located at 2100 to 2400 west 3000 south.



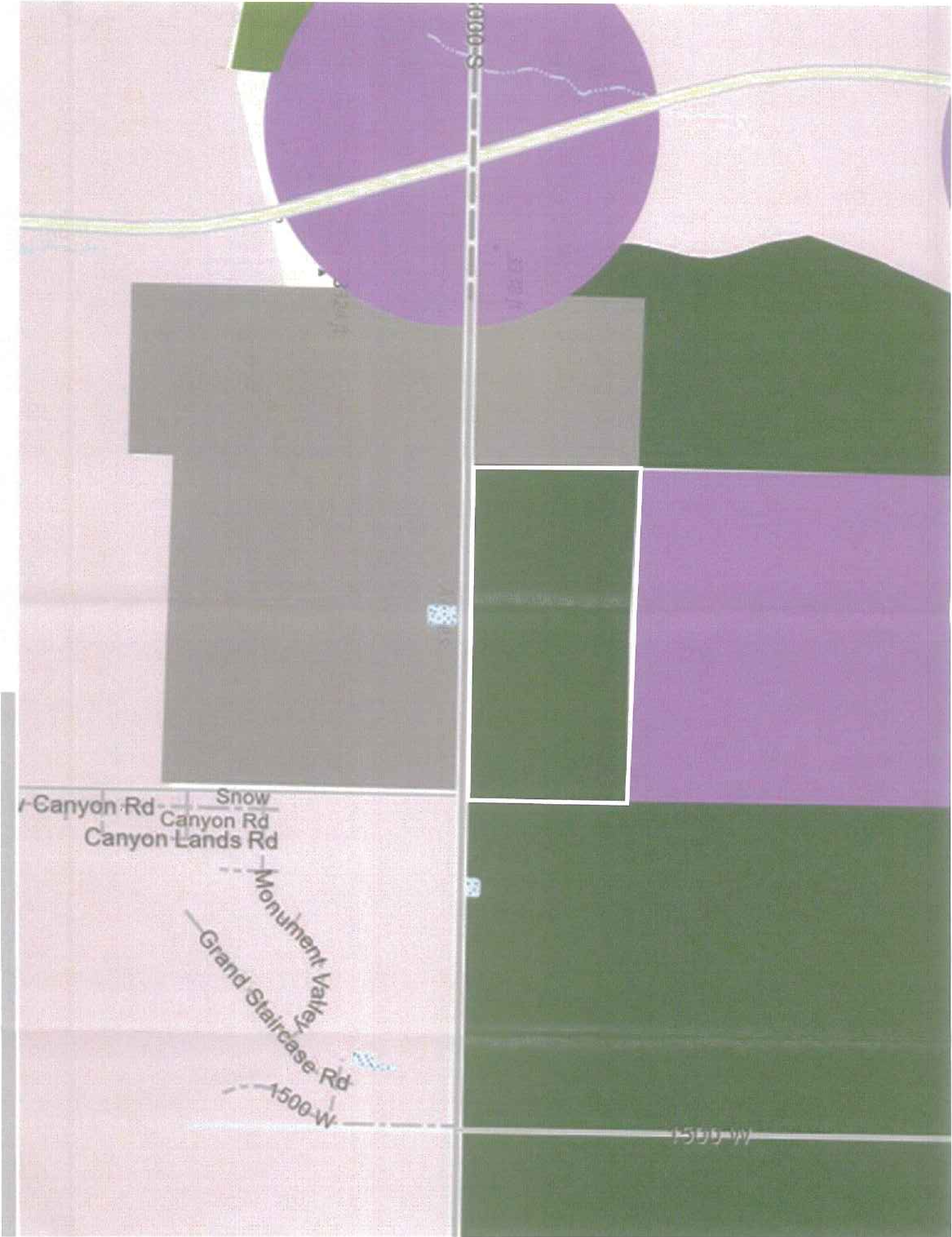


Figure 3. City of Hurricane General Plan Map showing Washington County Water Conservancy District property located at 2100 to 2400 west 3000 south zoned as Agriculture.

OWNER:
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

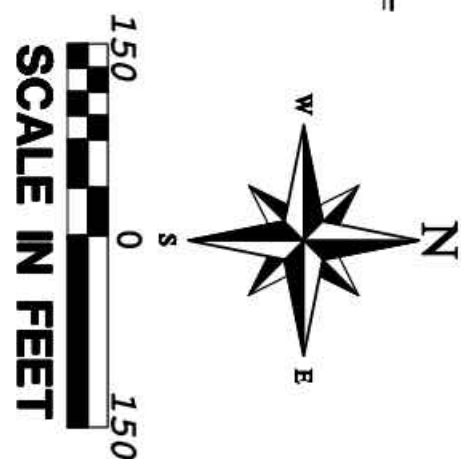
ENTIRE PARCEL LEGAL DESCRIPTION:
THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN, AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.

SITE PLAN MAP WITH LEGAL DESCRIPTIONS FOR:
WASHINGTON CO. WATER CONS. DISTRICT

LOCATED IN SECTION 17, T42S, R13W, S1B.M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- SECTION CORNERS



SCALE IN FEET

COPYRIGHT © 2013 PROVALUE ENGINEERING INC.

REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84757
Phone: (435) 668-8367



SITE PLAN MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE

LOCATED IN SECTION 17, T42S, R13W, S1B.M.
HURRICANE, WASHINGTON COUNTY, UTAH

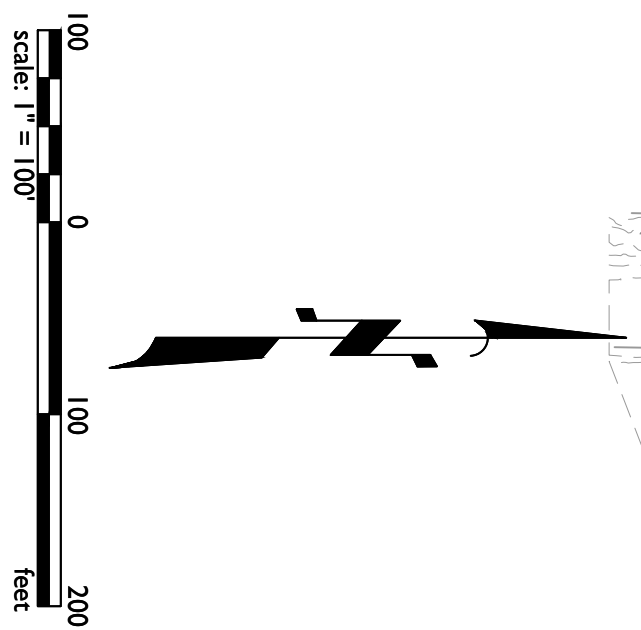
DATE: 1/9/2013
SCALE: 1"=50'

JOB NO.
659-001

SHEET NO.
3.03

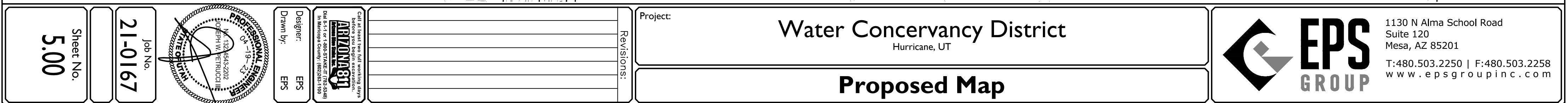
659-001

cmateosky Apr 19, 2023 12:12pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 4.00 - Existing Map.dwg



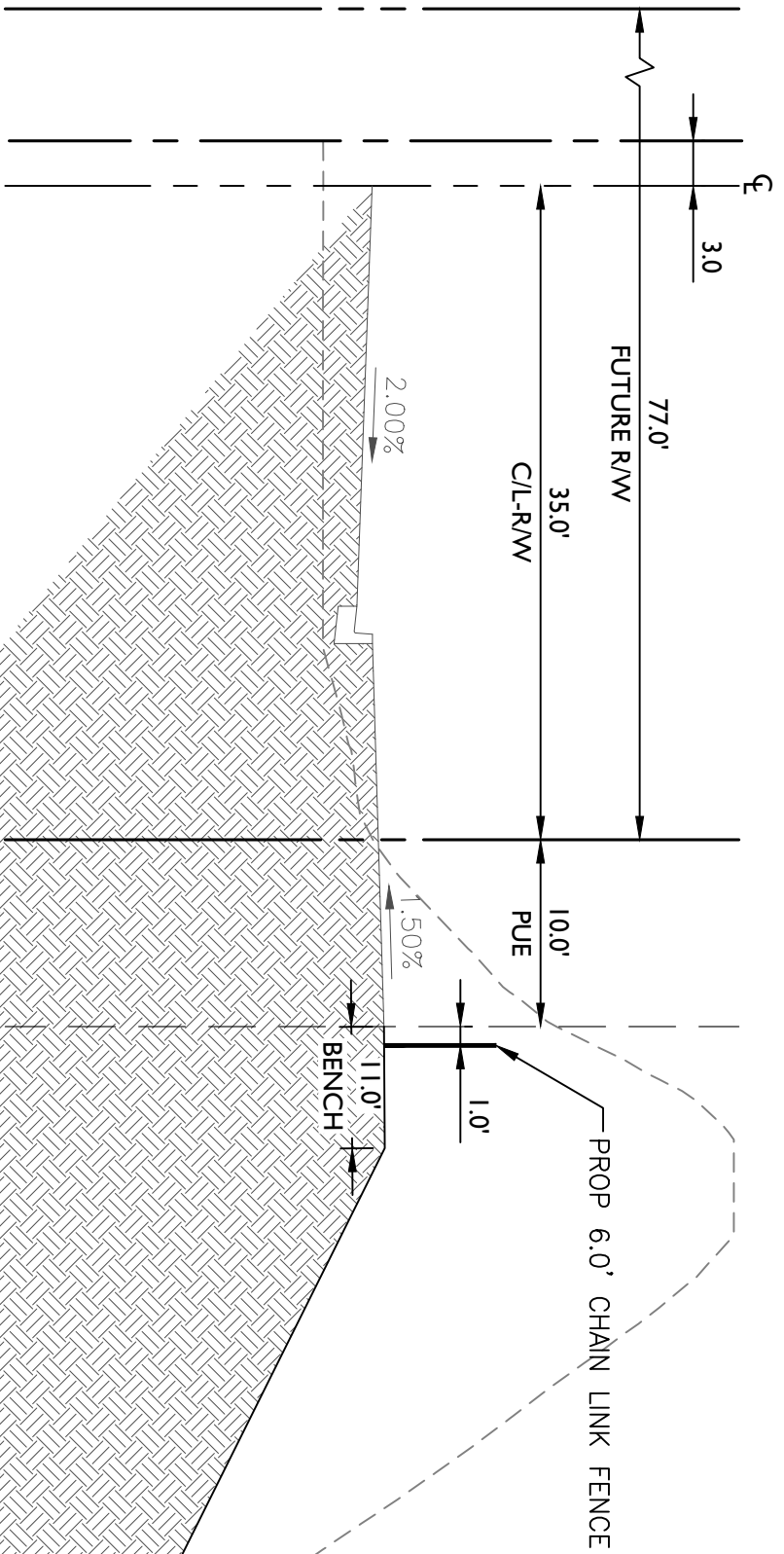
Professional Engineer Seal for Arizona, No. 12454, Exp. 12/31/2024, signed by David L. Smith		Job No. 21-0167	Sheet No. 4.00
Designer: EPS Drawn by: EPS		Project: Water Conservancy District Hurricane, UT Existing Map	
Revisions:		EPS GROUP 1130 N Alma School Road Suite 120 Mesa, AZ 85201 T: 480.503.2250 F: 480.503.2258 www.epsgroupinc.com	

cmateosky Apr 19, 2023 12:13pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 5.00 - Proposed Map.dwg

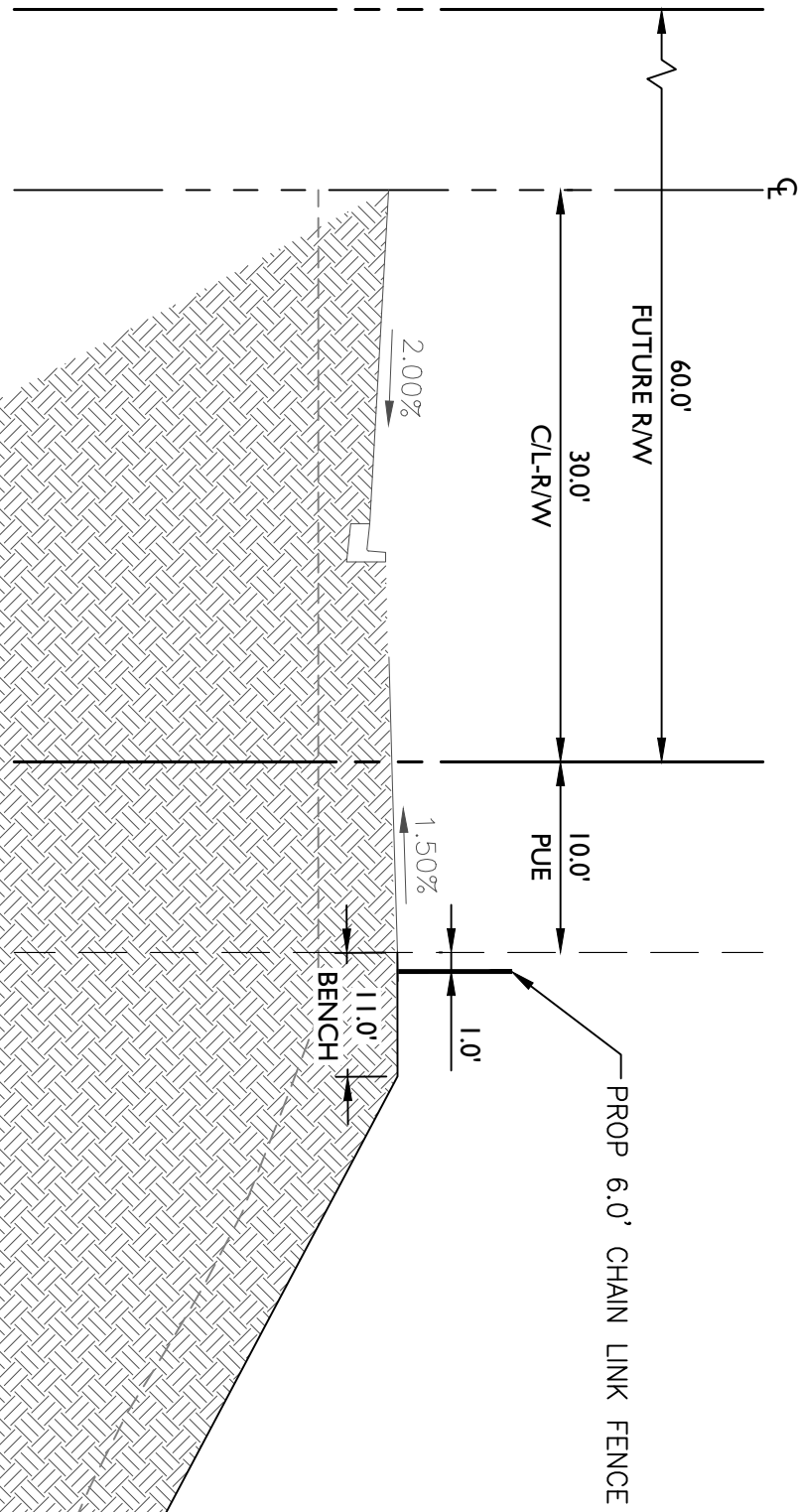


21-0167 - Water Concervancy District - Phase I

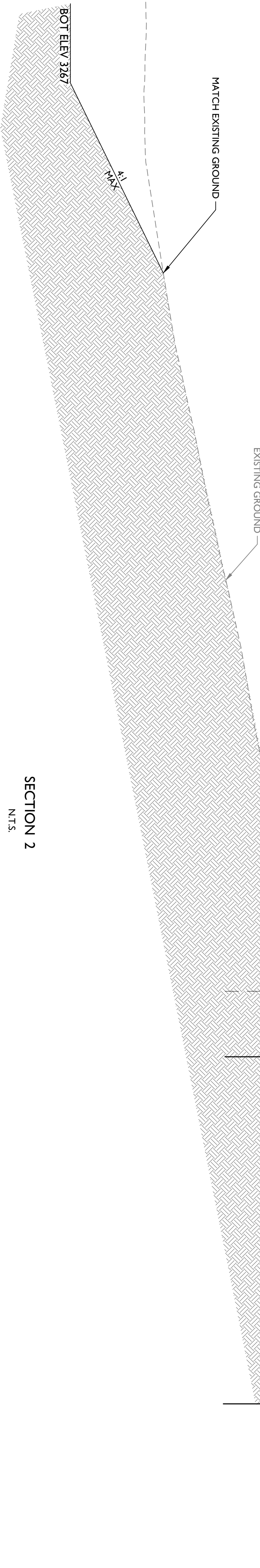
cmateosky Apr 19, 2023 12:13pm S:\Projects\2021\21-0167\Civil\Construction Documents\Conservancy\21-0167 - 6.00 - Cross Sections.dwg



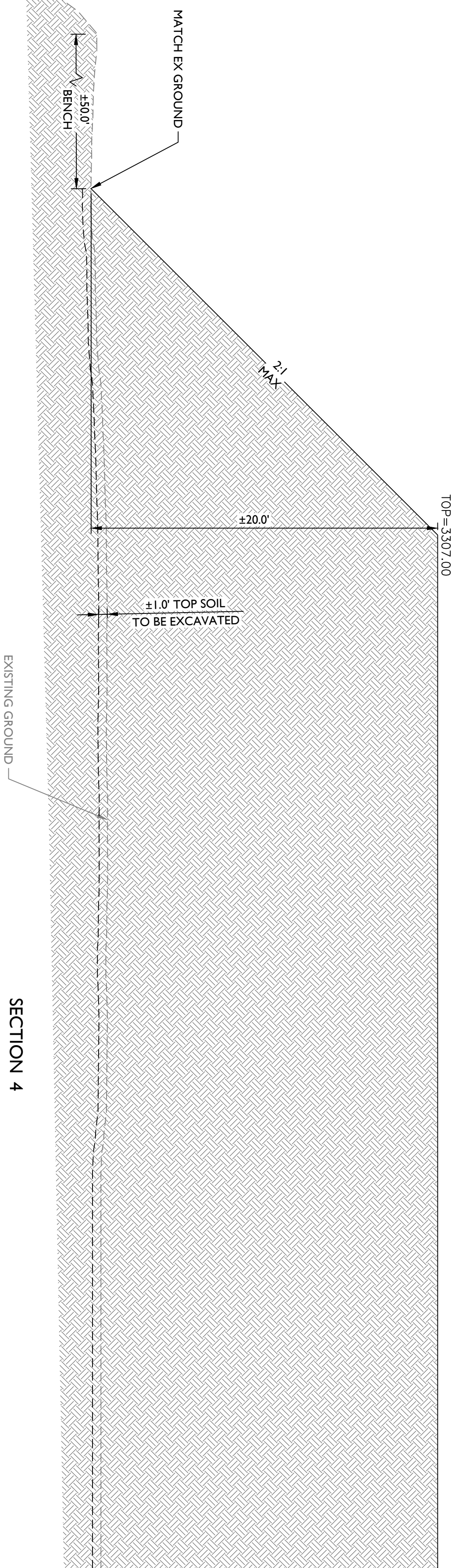
SECTION 1
N.T.S.



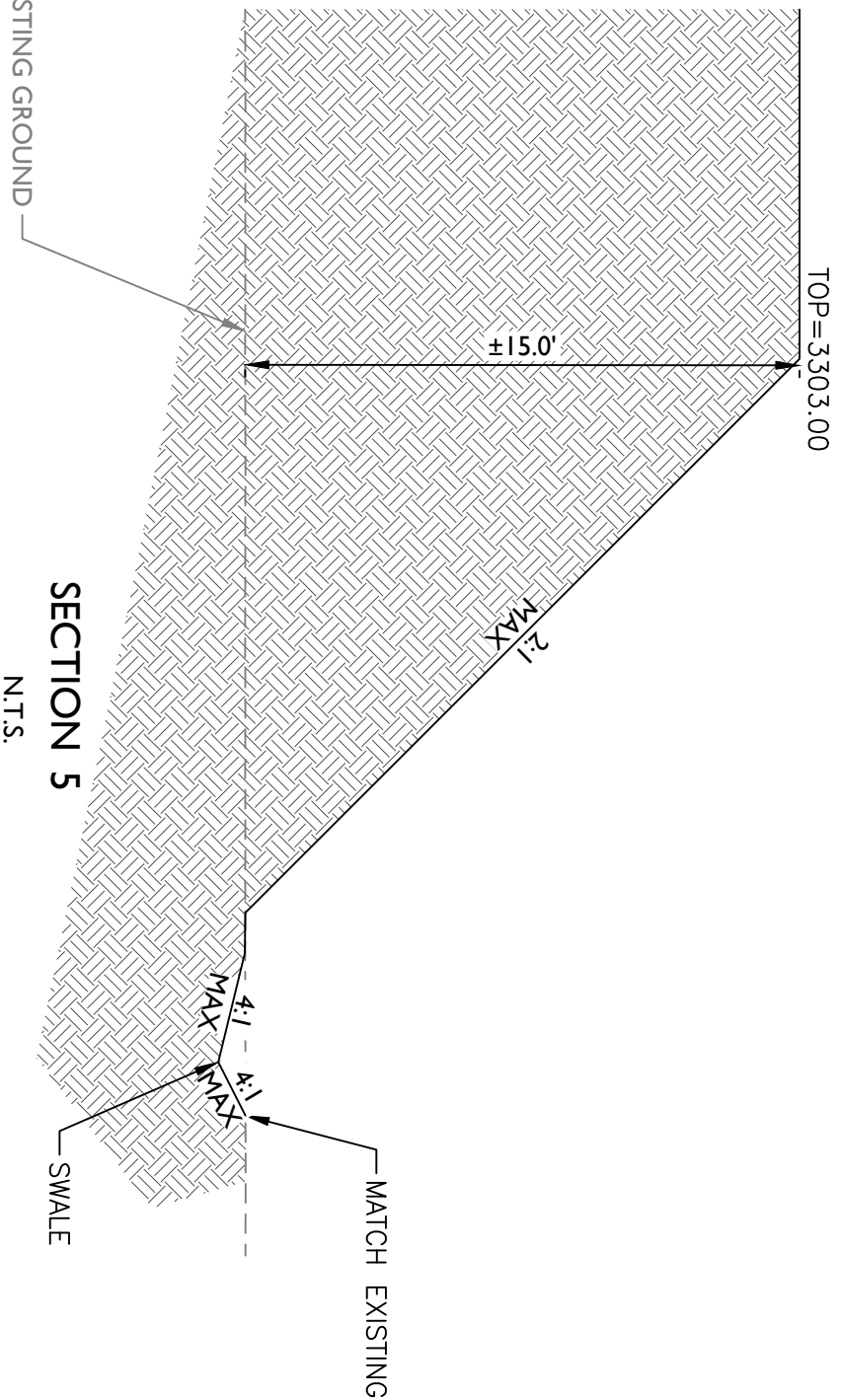
SECTION 3
N.T.S.



SECTION 2
N.T.S.



SECTION 4
N.T.S.

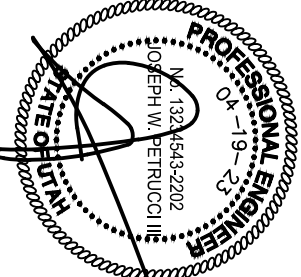


SECTION 5
N.T.S.

NOTE:
HEIGHT OF STOCKPILE WILL DEPEND ON THE DEPTH
TOP TOPSOIL EXCAVATED. TO BE VERIFIED IN THE FIELD

NOTE:
HEIGHT OF STOCKPILE WILL DEPEND ON THE DEPTH
TOP TOPSOIL EXCAVATED. TO BE VERIFIED IN THE FIELD

Sheet No.
6.00



Drawn by: EFS
Designed: EFS
Checked: EFS
Reviewed: EFS

Revisions:

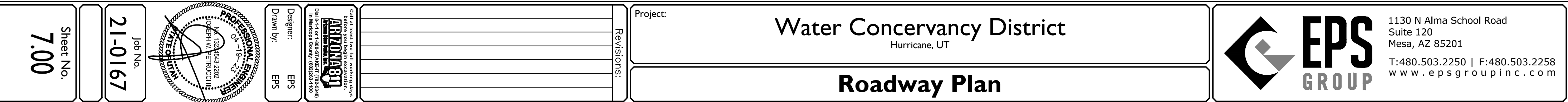
Project: Water Concervancy District
Hurricane, UT
Cross Sections

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

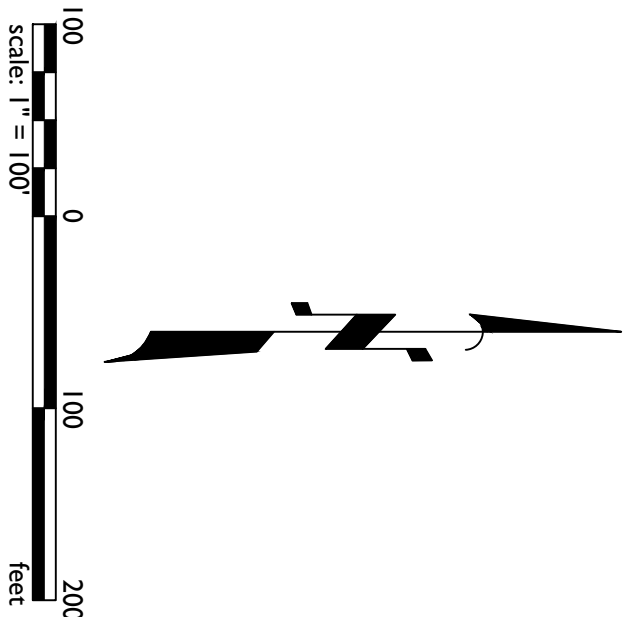
cmateosky Apr 19, 2023 12:14pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 6.01 - Cross Sections.dwg



cmateosky Apr 19, 2023 12:15pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 7.00 - Roadway.dwg

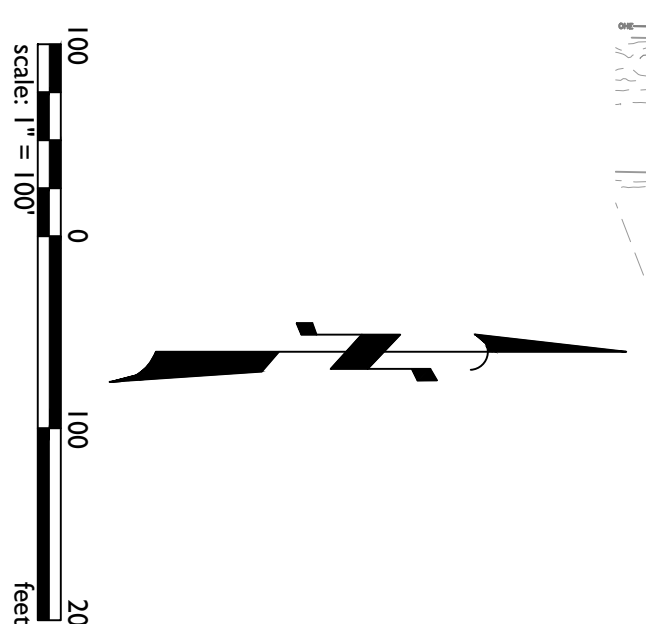
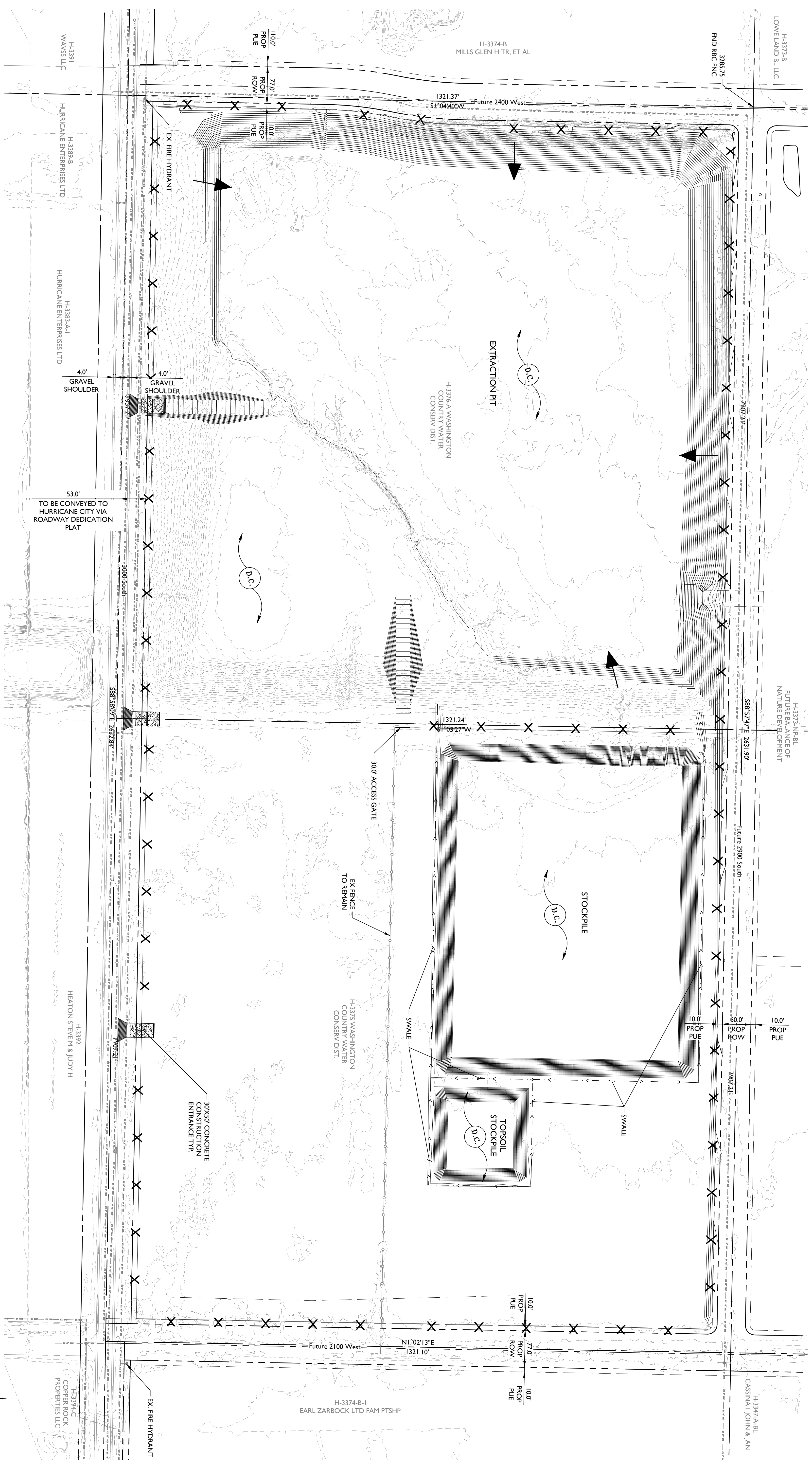
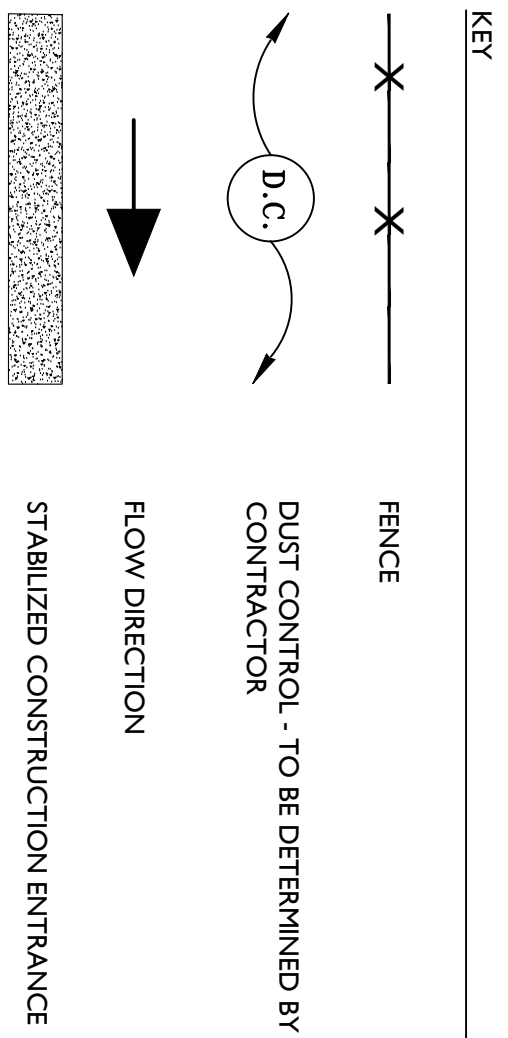


cmateosky Apr 19, 2023 12:15pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 8.00 - Utility.dwg



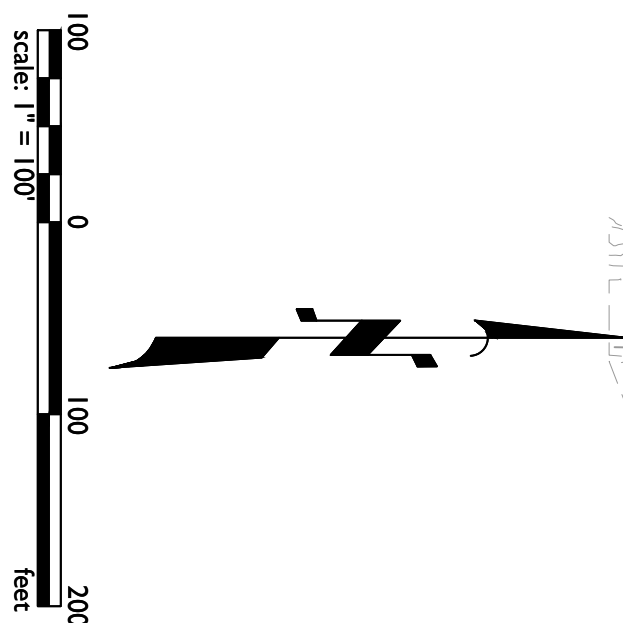
21-0167 - Water Concerancy District - Phase I

cmateosky Apr 19, 2023 12:16pm S:\Projects\2021\21-0167\Civil\Construction Documents\Conserancy\21-0167 - 9.00 - SWPP.dwg



 Job No. 21-0167 Sheet No. 9.00	Design: EPS Drawn By: EPS	 Official Seal of the State of Arizona Department of Transportation Division of Engineering Professional Engineer No. 4642006 David W. Ventricola Civil Engineer Exp. 12/31/2026	Project: Water Concerancy District Hurricane, UT	 1130 N Alma School Road Suite 120 Mesa, AZ 85201 T: 480.503.2250 F: 480.503.2258 www.epsgroupinc.com	
			Revisions: <table border="1"><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>		

cmateosky Apr 19, 2023 12:16pm S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 10.00 - D&D.dwg

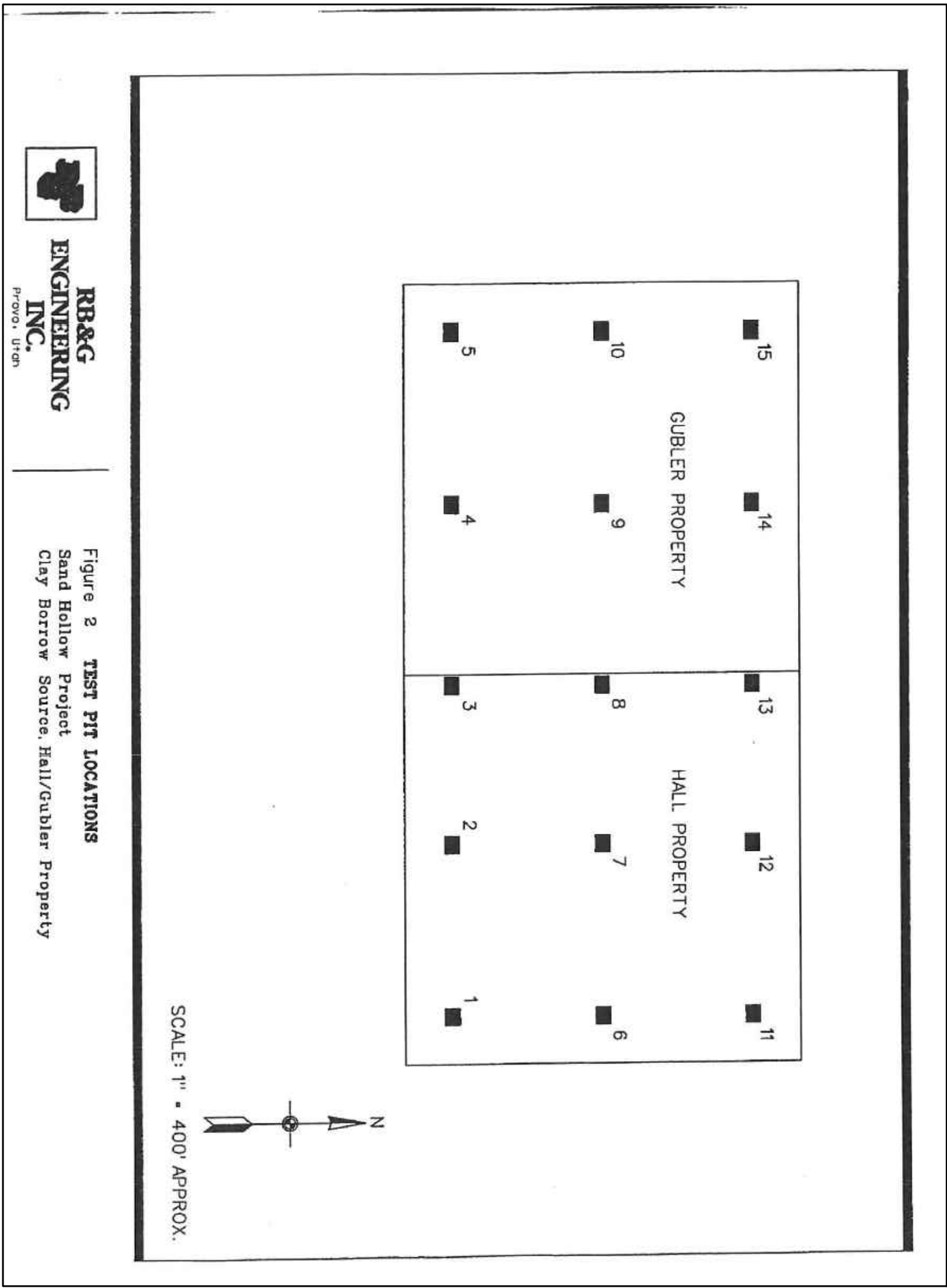
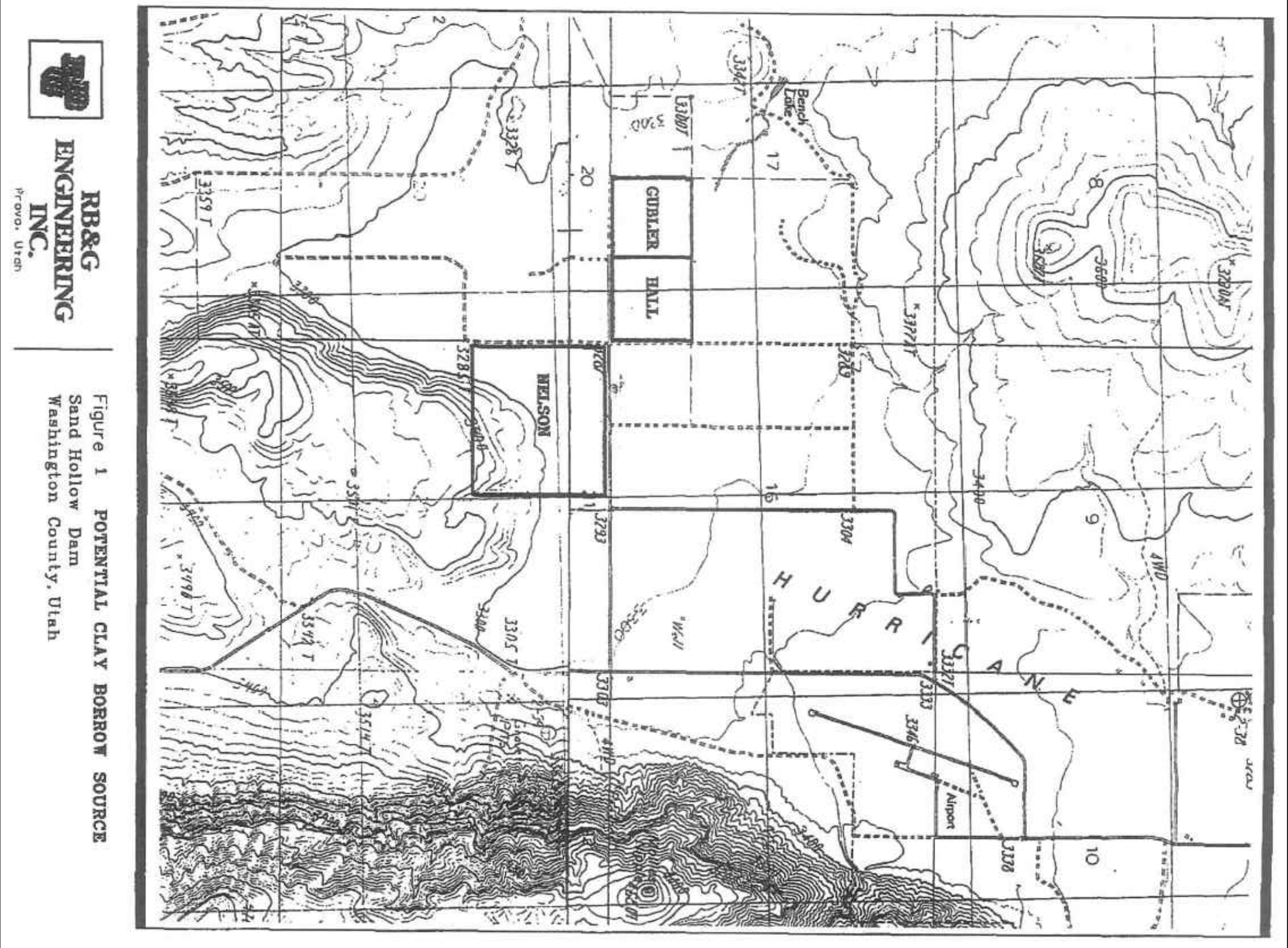
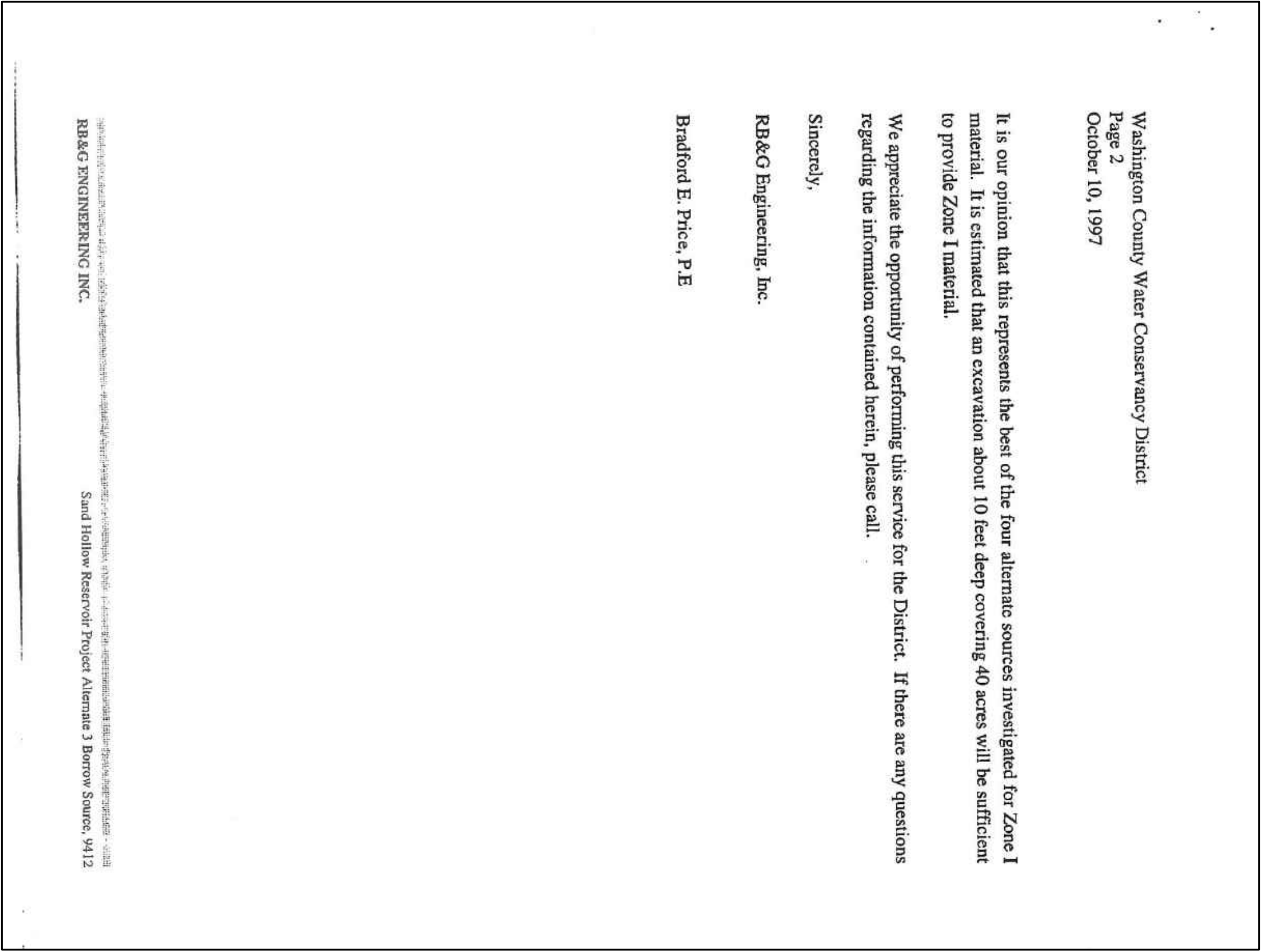



EPS
 GROUP

1130 N Alma School Road
 Suite 120
 Mesa, AZ 85201
 T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

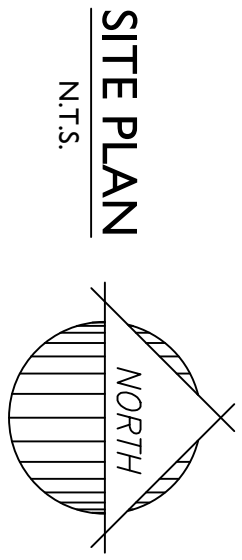
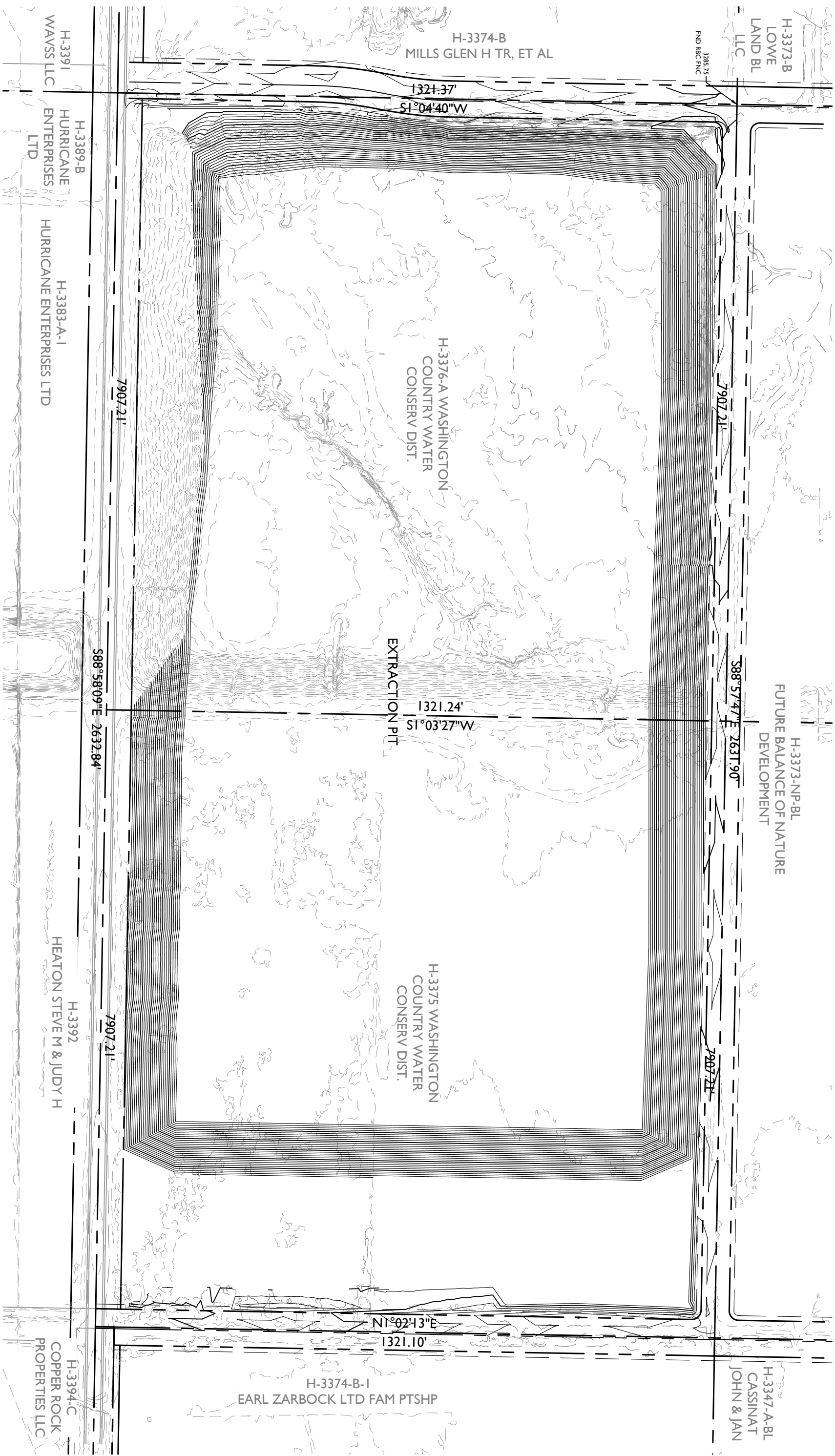
21-0167 - Water Concervancy District - Phase I

schumbley Apr 19, 2023 12:17pm S:\Projects\2021\21-0167\Civil\Construction Documents\Conservancy\21-0167 - 11.00 - Geo.dwg



SUMMARY OF TEST DATA									
Table 1									
PROJECT SAND HOLLOW DAM									
LOCATION Alternate III—Hall Property									
FEATURE Clay Borrow Source									
HOLE NO.	DEPTH BELOW SURFACE (ft)	STANDARD PENETRATION BLOWS PER FOOT	IN-PLACE UNIT WEIGHT (pcf)	MOISTURE (%)	UNCONFINED COMPRESSIVE STRENGTH (psf)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX (%)	MECHANICAL ANALYSIS
1	3					31	20	11	CL-1
6						24	17	7	CL-1
9						25	18	7	CL-1
2	3					32	21	11	CL-1
3	3					28	20	8	CL-1
4	3					31	22	9	CL-1
5	3					32	20	12	CL-1
6						26	15	11	CL-1
9						18	12	6	CL-ML
8	3					27	18	9	CL-1
6						31	19	12	CL-1
9						27	17	10	CL-1
9	3					31	19	12	CL-1
10	3					30	18	12	CL-1
11	3					31	19	12	CL-1
6						22	16	6	CL-ML
9						21	13	8	CL-1
15	3					31	18	13	CL-1
6						27	21	6	CL-ML
9						27	15	12	CL-1
NP=Nonplastic									

ZONE CHANGE APPLICATION
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
BENCH LAKE - PHASE 2
HURRICANE, UTAH
80-ACRE PROPERTY ON NORTH SIDE OF 3000 SOUTH
FROM 2100 WEST TO 2400 WEST



CONTACT INFORMATION

DEPARTMENT	NAME	CONTACT	HURRICANE CITY APPROVAL	DATE
STREETS	WESTON WALKER	435-668-6509		
PUBLIC WORKS DEPARTMENT	MIKE VERCIJAK	435-635-2811 EXT. 119		
ASH CREEK SEWER DISTRICT	AMBER GILLETTE	435-635-2348 EXT. 110		
WATER DEPARTMENT	KORY WRIGHT	435-669-0399		
CENTURLINK	SHELLIE TURNER	435-429-9044		
TDS TELECOM	MATT BRANN	435-817-0180		
DOMINION ENERGY	JAKE BOZARTH	435-231-9971		
BUILDING DEPARTMENT	STEPHEN NELSON	435-635-2811 EXT. 118		
POWER DEPARTMENT	BRIAN ANDERSON	435-635-5536 OR 435-668-5614		
FIRE DEPARTMENT	KEVIN GILDIA	435-635-9562		
PARKS DEPARTMENT	DARREN BARNEY	435-635-9665 OR 435-668-9059		
HURRICANE CITY ENGINEER DEPARTMENT	ARTHUR LABARON	435-635-2811 EXT. 113		
WASHINGTON C.W.C.D	RYAN NAY	435-773-3016		
GIS	JOE RHODES	435-669-5471		



PROJECT
LOCATION



LOCATION MAP
NTS
PORTION OF SECTION
17, TOWNSHIP 42 S,
RANGE 13 W

CIVIL ENGINEER:

EPS GROUP, INC.
1130 N. ALMA SCHOOL RD., SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258
CONTACT: COREY CRAM
EMAIL: Joe.Ferrucci@epsgr.com

OWNER/DEVELOPER:

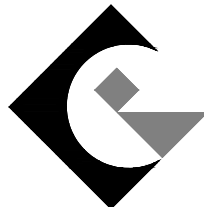
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 E. WATERWORKS DR
ST. GEORGE, UTAH 84770
PHONE: (435) 673-3617
CONTACT: COREY CRAM
EMAIL: Corey@wmcwd.org

SHEET INDEX

DESCRIPTION	SHEET NO
TITLE SHEET	1.00
EXTRACTION SITE PLAN	2.00 - 2.01
GENERAL SITE PLAN	3.00 - 3.03
EXISTING TOPOGRAPHY MAP	4.00
PROPOSED TOPOGRAPHY MAP	5.00
GRADING CROSS SECTIONS	6.00
ROADWAY PLAN	7.00
EXISTING UTILITIES MAP	8.00
EROSION CONTROL PLAN	9.00
DRAINAGE & DISCHARGE PLAN	10.00
SOILS REPORT	11.00
INVESTIGATION PLAN	12.00
EXTRACTION PLAN	13.00

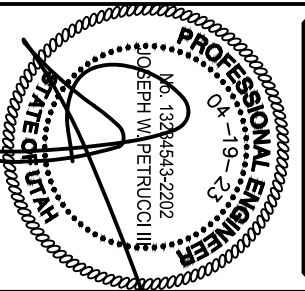
Water Concervancy District
Hurricane, UT

Title Sheet



**EPS
GROUP**

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgr.com



Sheet No.
1.00

Job No.
21-0167

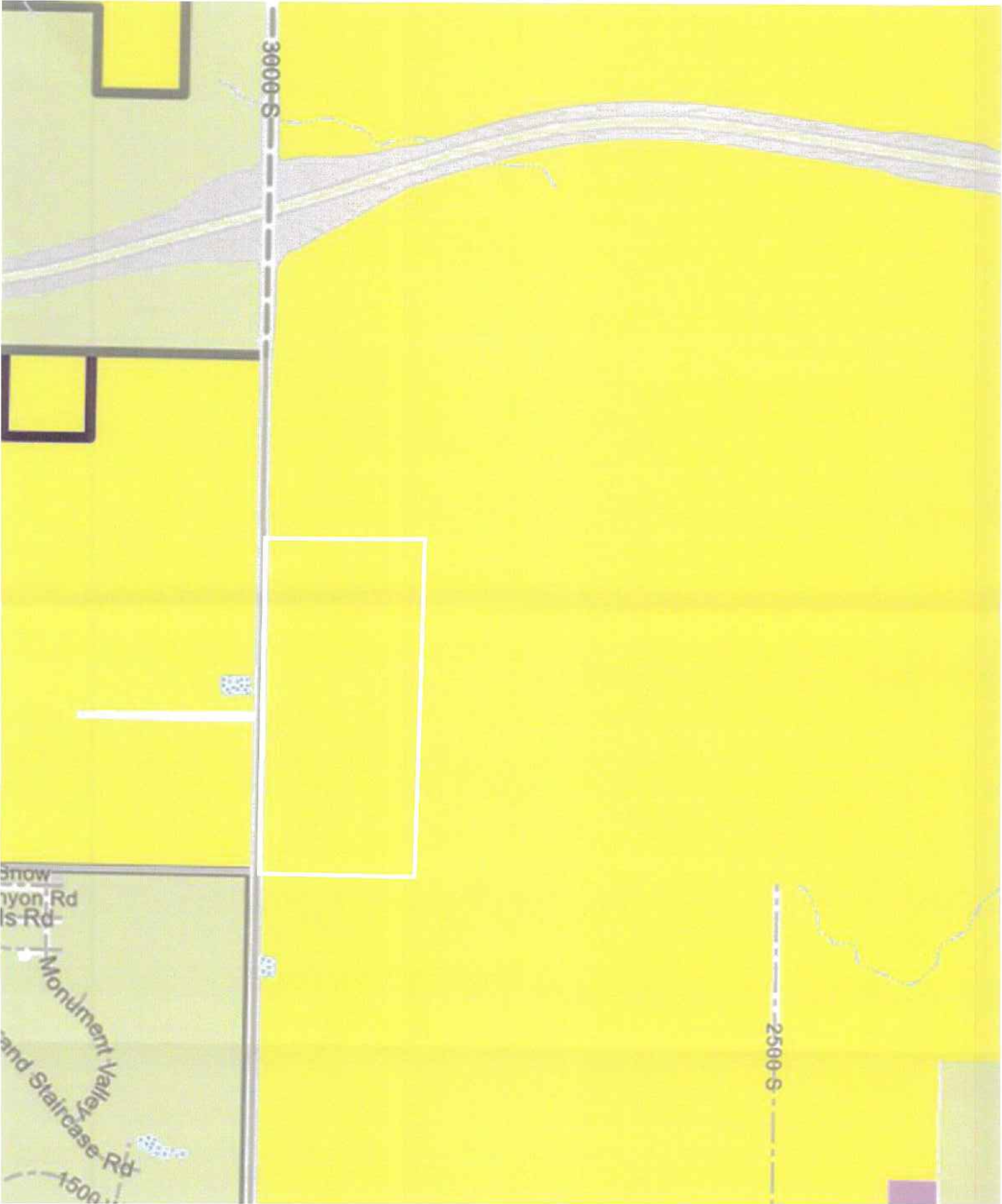


Figure 4. City of Hurricane Zoning Plan Map showing Washington County Water Conservancy District property located at 2100 to 2400 west 3000 south zoned as Residential Agriculture.

OWNER:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN.

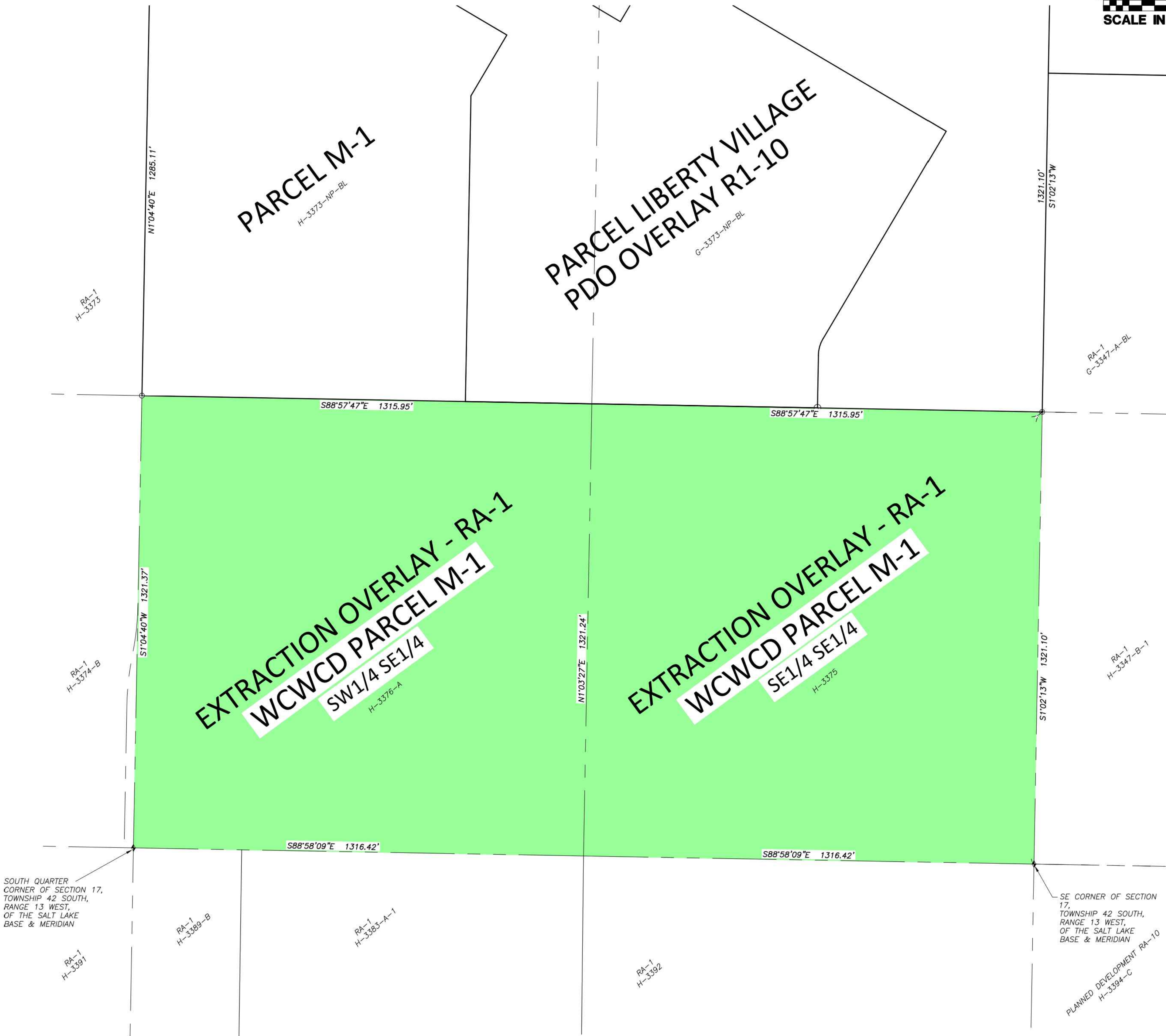
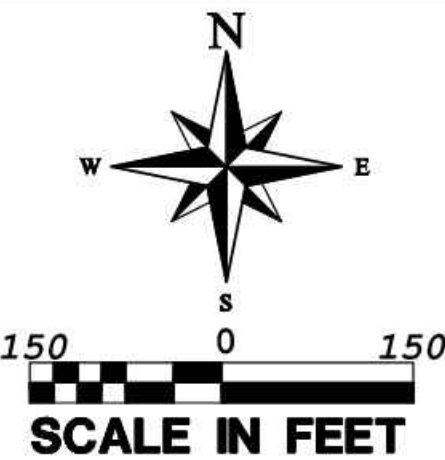
AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.

ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
WASHINGTON CO. WATER CONS. DISTRICT

LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- SECTION CORNERS



REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84751
Phone: (435) 868-0561



ZONE CHANGE MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE
LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 1/8/2023
SCALE: 1"=150'
JOB NO.
659-001
SHEET NO.
2.01

659-001



Figure 1. Washington County Water Conservancy District property located at 2100 to 2400 west 3000 south.

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:
Water Conservancy District
Hurricane, UT

General Site Plan

Revisions:

No.	Description	By	Date

Call at least two full working days
before you begin excavation.
One 8 1/2" x 11" x 1/8" (3/16" x 11" x 1/8")
in Maricopa County: (602)263-1100

Designer: EPS
Drawn by: EPS

Job No.
21-0167

Sheet No.
3.00

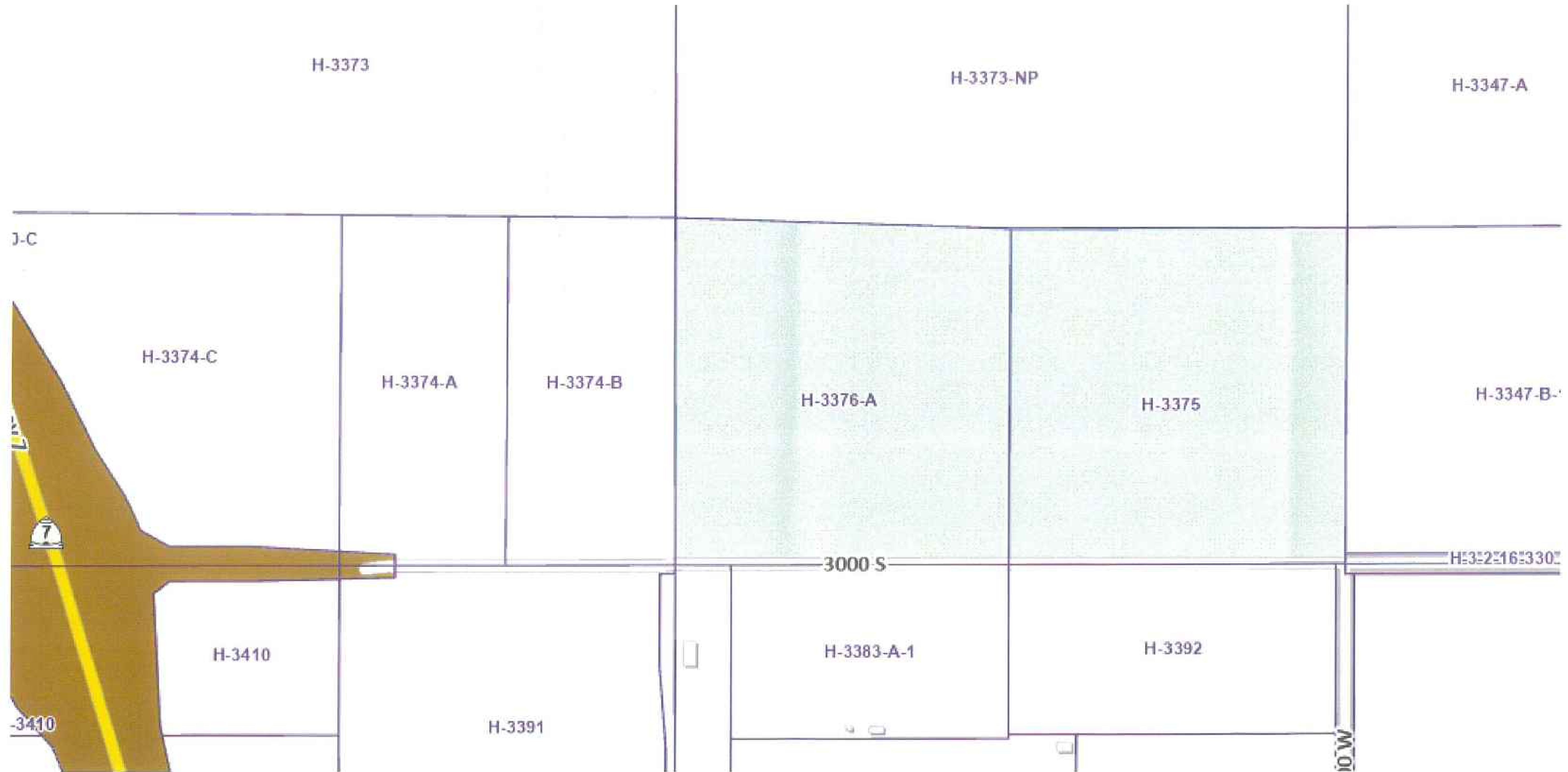
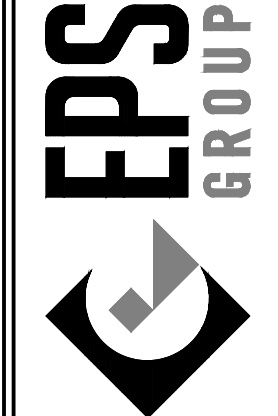


Figure 2. Washington County Property Map showing Washington County Water Conservancy District property (parcels H-3376-A and H-3375) located at 2100 to 2400 west 3000 south.



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Water Conservancy District
Hurricane, UT

Revisions:

No.	Description	By	Date

Job No. 21-0167

Sheet No. 3.01

Design: EPS
Drawn by: EPS

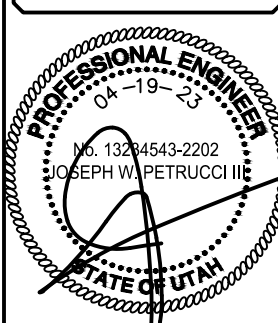
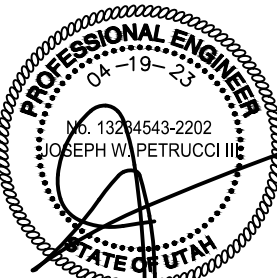




Figure 3. City of Hurricane General Plan Map showing Washington County Water Conservancy District property located at 2100 to 2400 west 3000 south zoned as Agriculture.



Designer: EPS
Drawn by: EPS

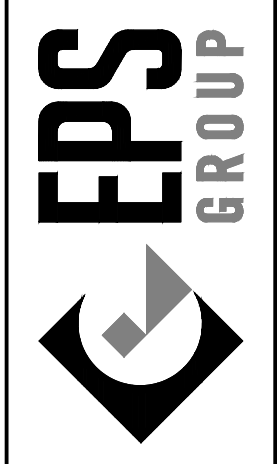
Job No.
21-0167

Sheet No.
3.02

Revisions:

Project:

Water Conservancy District
Hurricane, UT
General Site Plan



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

OWNER:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATER WORKS WAY
ST. GEORGE, UT 84770

LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN.

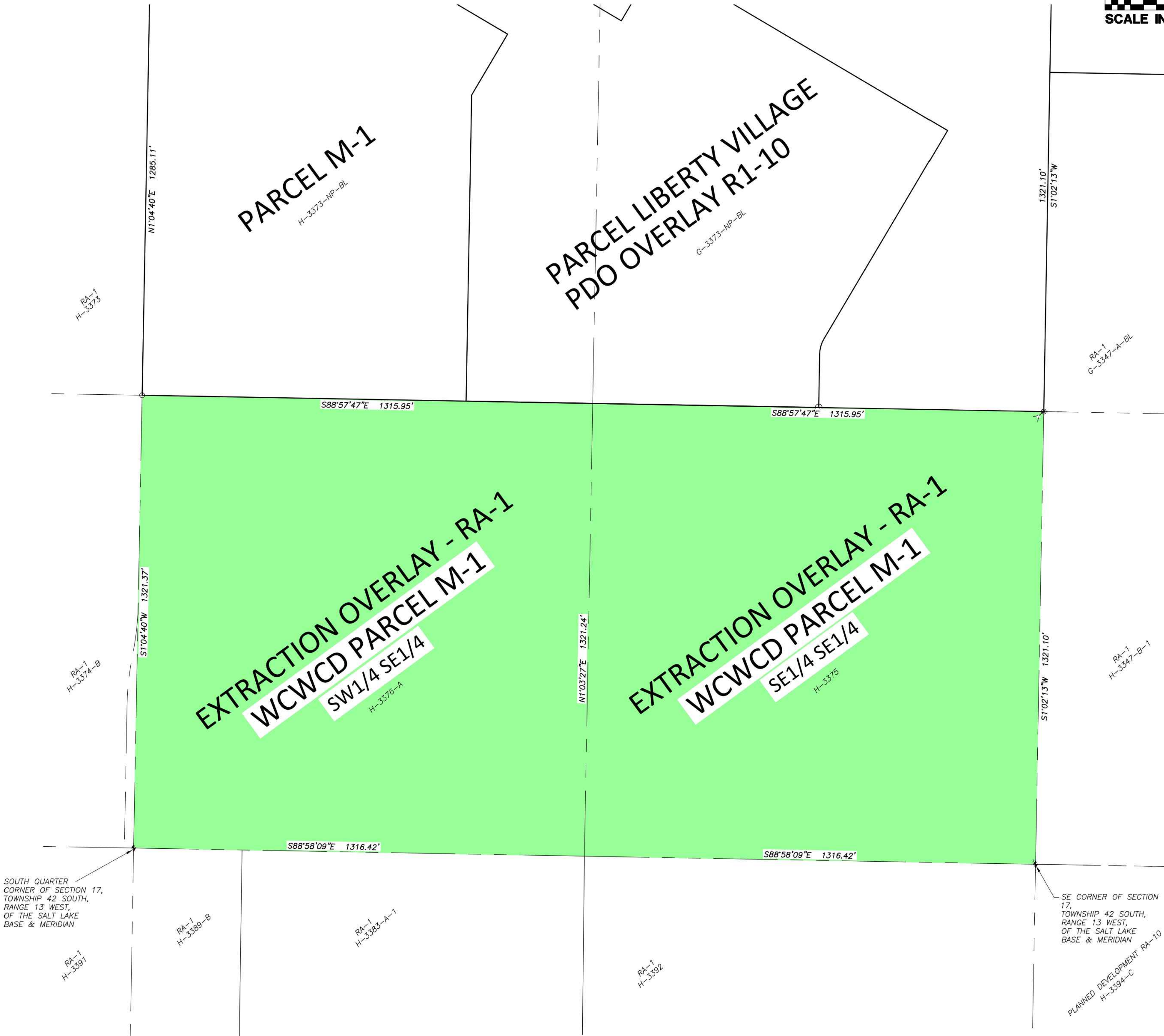
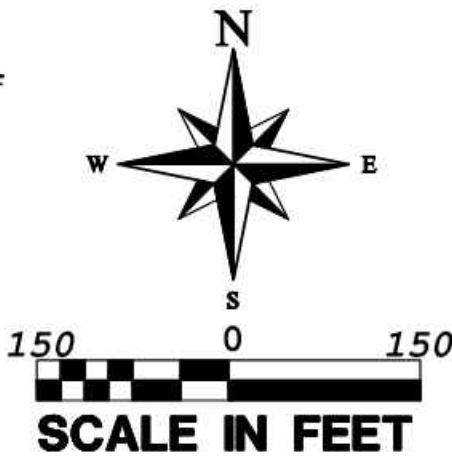
AREA CONTAINS 3,477,599.35 SQUARE FEET OR 79.835 ACRES.

SITE PLAN MAP WITH LEGAL DESCRIPTIONS FOR:
WASHINGTON CO. WATER CONS. DISTRICT

LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- SECTION CORNERS



PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84751
Phone: (435) 668-0841



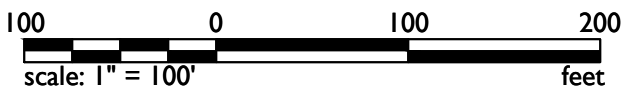
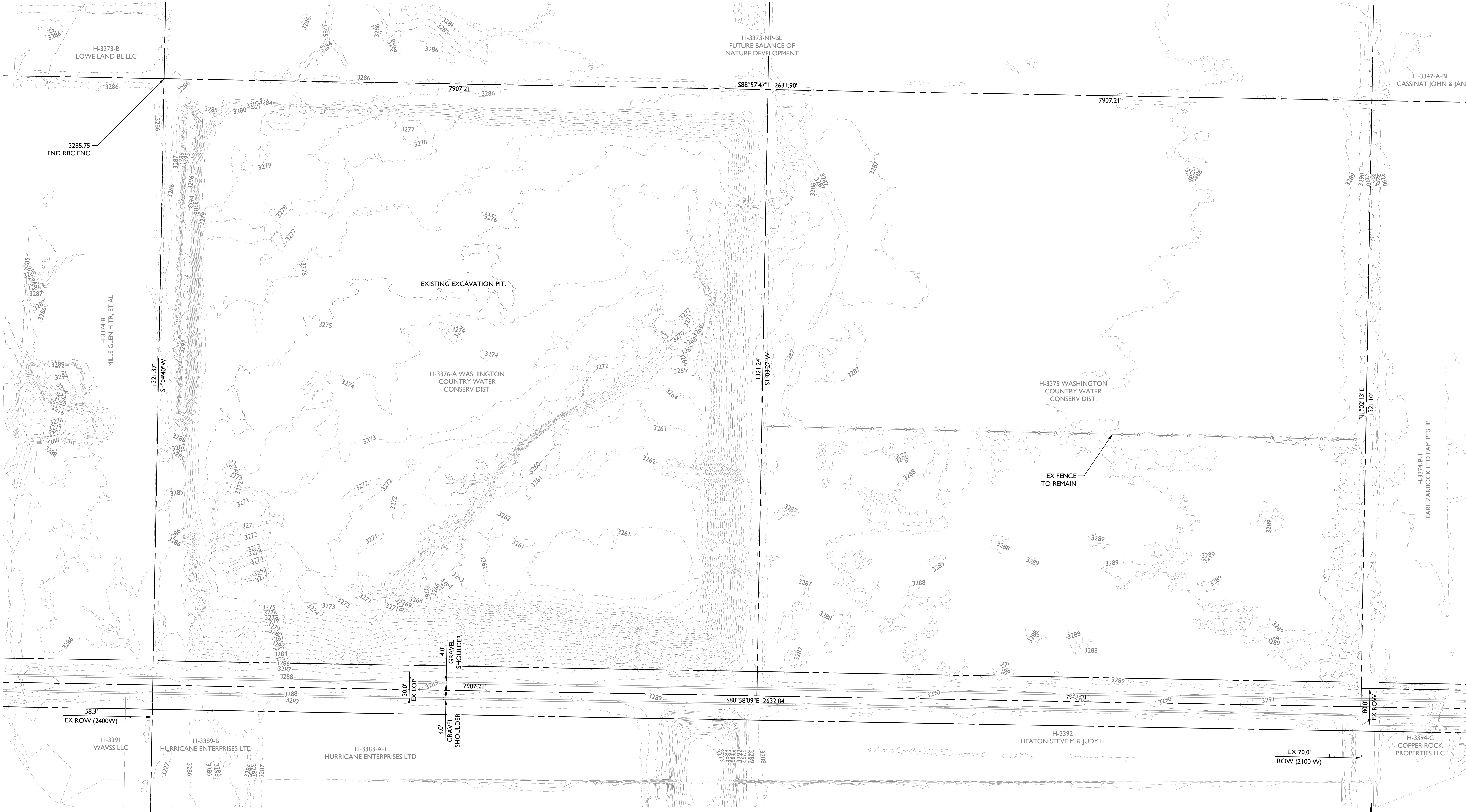
SITE PLAN MAP WITH LEGAL DESCRIPTIONS FOR:
BALANCE OF NATURE
LOCATED IN SECTION 17, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 1/3/2023
SCALE: 1"=150'
JOB NO.
659-001
SHEET NO:
3.03

659-001

21-0167 - Water Conservancy District - Phase 2

Apr 19, 2023 12:33pm S:\Projects\2021\21-0167\Civil\Construction Documents\Conservancy\Phase 2\21-0167 - 4.00 - Existing Map.dwg cmateosky



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

Water Conservancy District
Hurricane, UT

Revisions:

Call at least two full working days
before you begin excavation.

800-488-8111 or 480-374-8111 (Toll Free)
In Maricopa County: (602)263-1100

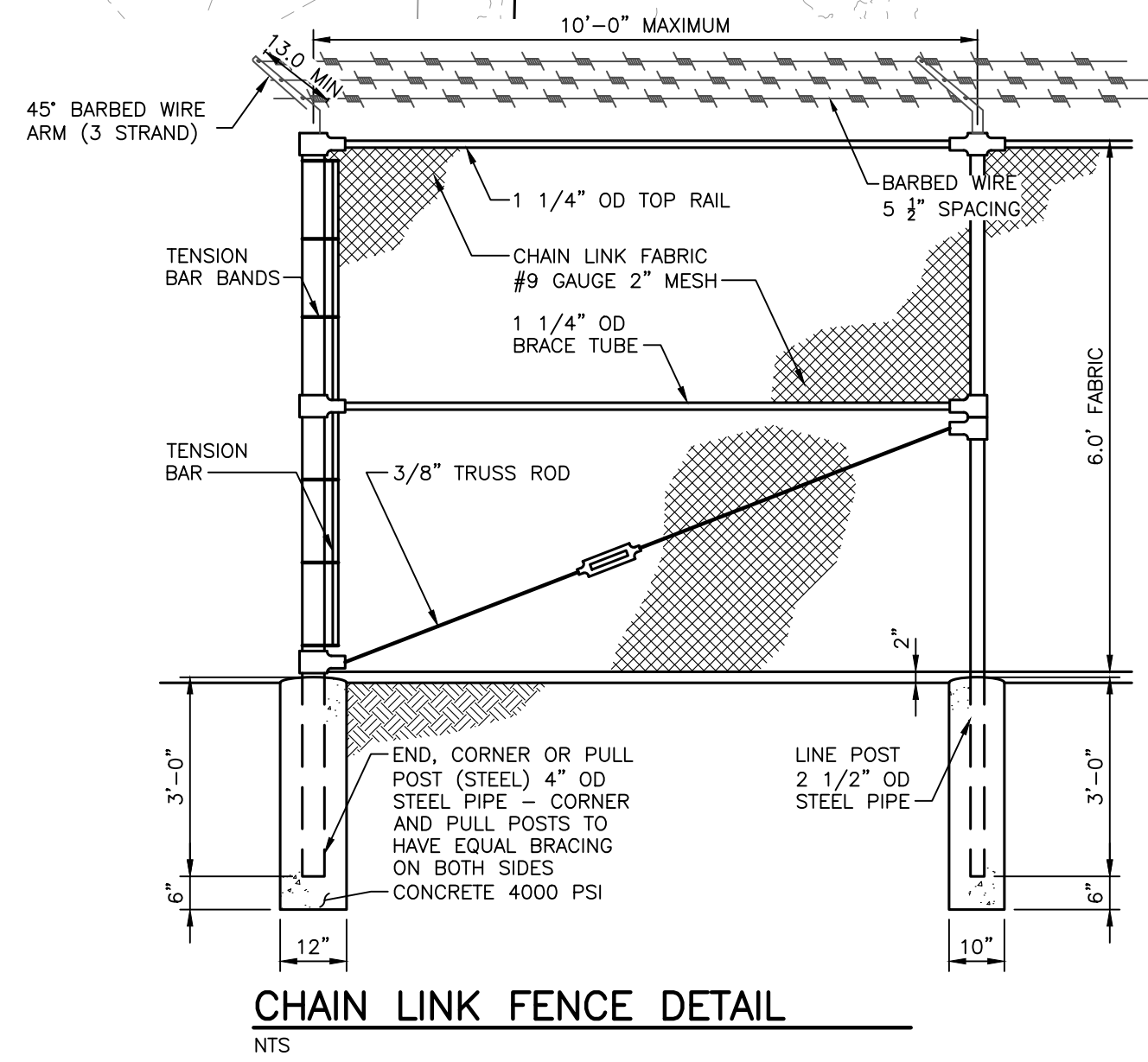
Designer: EPS
Drawn by: EPS

Job No.
21-0167

Sheet No.
4.00

Page 134 of 252

cmateosky Apr 19, 2023 12:34pm S:\Projects\2021\21-0167\Civil\Conservancy\Phase 2\21-0167 - 5.00 - Proposed Map.dwg

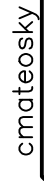


- ELEVATION
ACCESS GATE
NTS

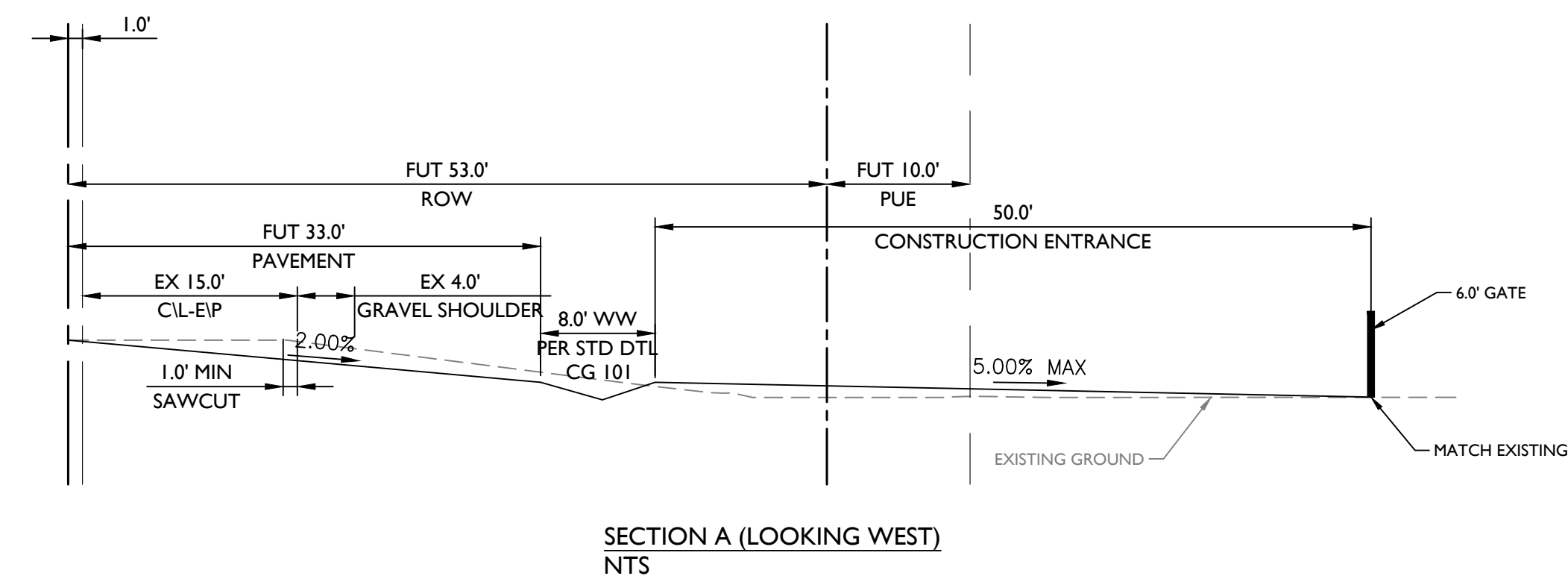
100 0 100 200
 scale: 1" = 100' feet

	11330 N Alma School Road Suite 120 Mesa, AZ 85201 T-480.503.2250 F-480.503.2258 www.epsgroupinc.com
Water Concurrency District Hurricane, UT	Proposed Map
Project:	Revisions:
Call at least two full working days before you begin excavation:	ARIZONA811 One-Stop for All Utility Location Needs Call 811 or 1-888-57-ARIZONA (1-888-57-4762) (Toll-Free) In Maricopa County: (602)283-1100
Designer: EPS	Drawn by: EPS
PROFESSIONAL ENGINEER 04-19-23 1334543-2202 JOSEPH W. PETRUCCI II STATE OF ARIZONA	Job No. 21-0167
Sheet No. 5.00	

cmateosky Apr 19, 2023 12:35pm S:\Projects\2021\21-0167\Civil_Conservancy\Phase 2\21-0167 - 6.00 - Cross Sections.dwg



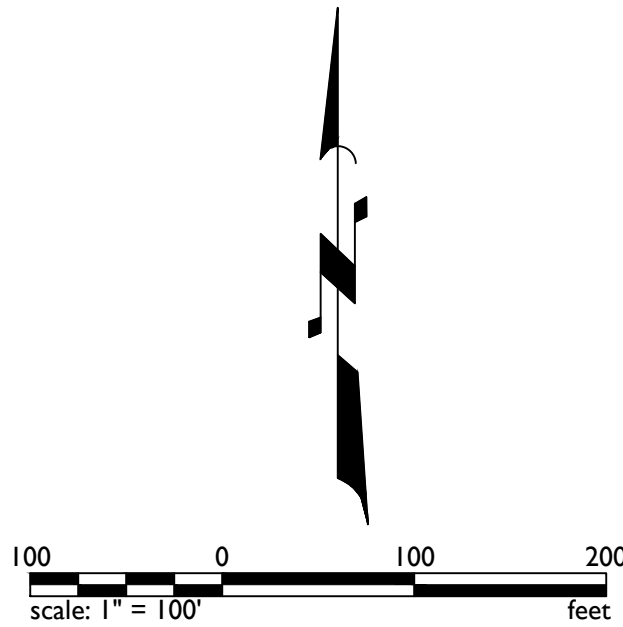
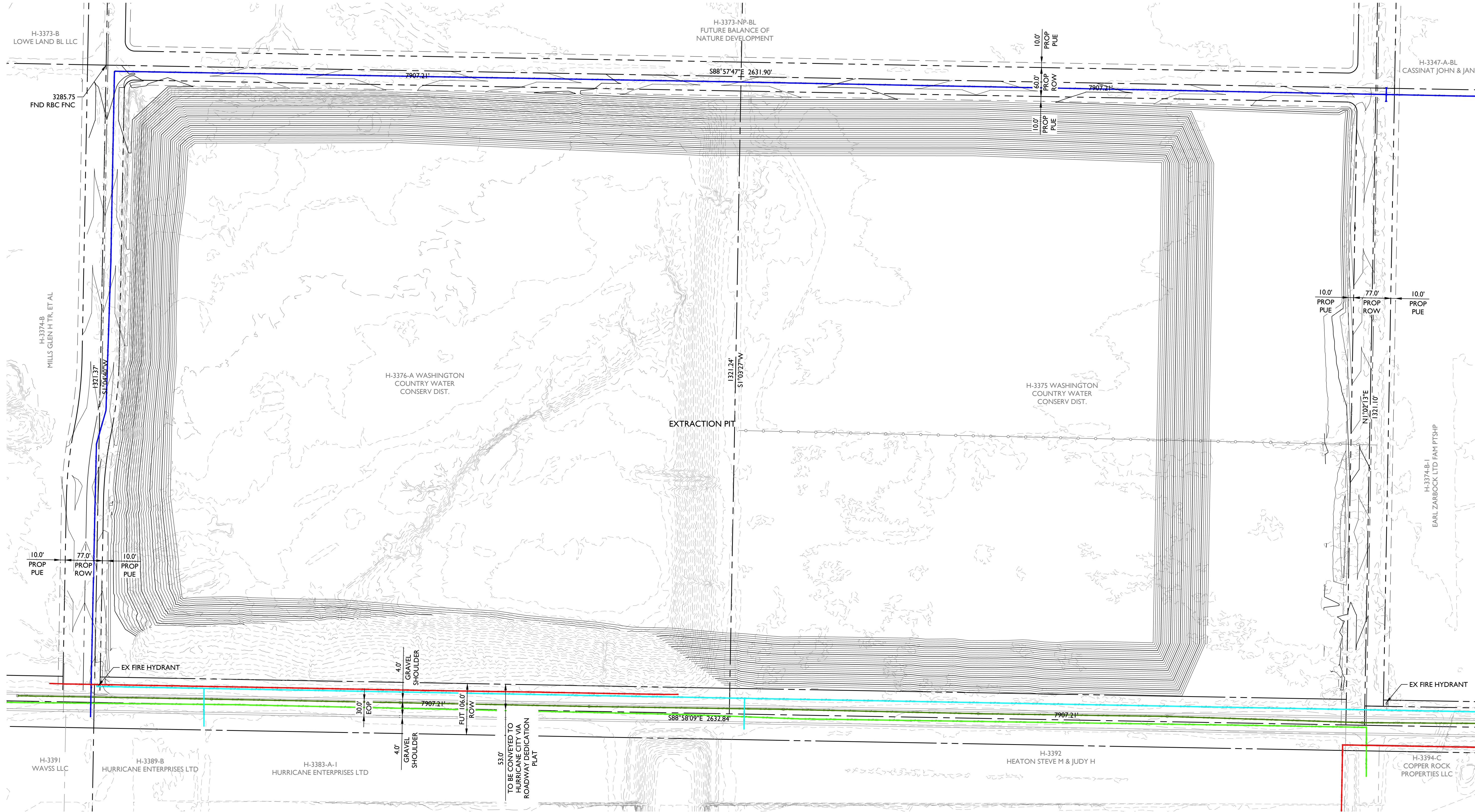
cmateosky Apr 19, 2023 12:35pm S:\Projects\2021\21-0167\Civil\Construction Documents\Phase 2\21-0167 - 7.00 - Roadway.dwg



21-0167 - Water Conservancy District - Phase 2

Apr 19, 2023 12:36pm S:\Projects\2021\21-0167\Civil\Construction Documents\Conservancy Phase 2\21-0167 - 8.00 - Utility.dwg cmateosky

- KEY
- 8" EXISTING WATER LINE
 - 12" EXISTING WATER LINE
 - 8" EXISTING SEWER LINE
 - 12" EXISTING SEWER LINE
 - EXISTING OVERHEAD POWER



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

Water Conservancy District
Hurricane, UT

Revisions:

Call at least two full working days
before you begin excavation.

800.481.8111
In Maricopa County: (602)263-1100

Designer: EPS
Drawn by: EPS

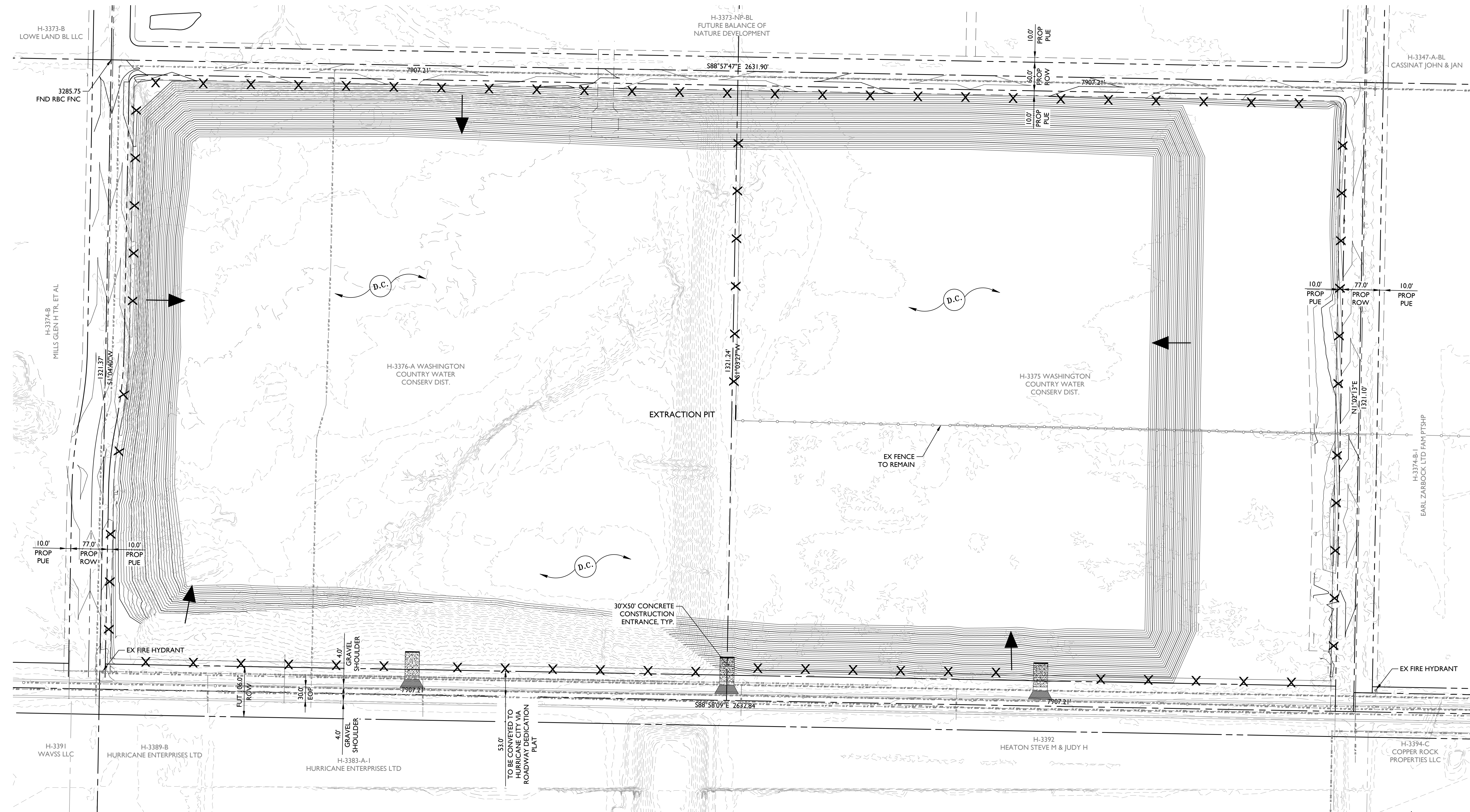
Job No.
21-0167

Sheet No.
8.00

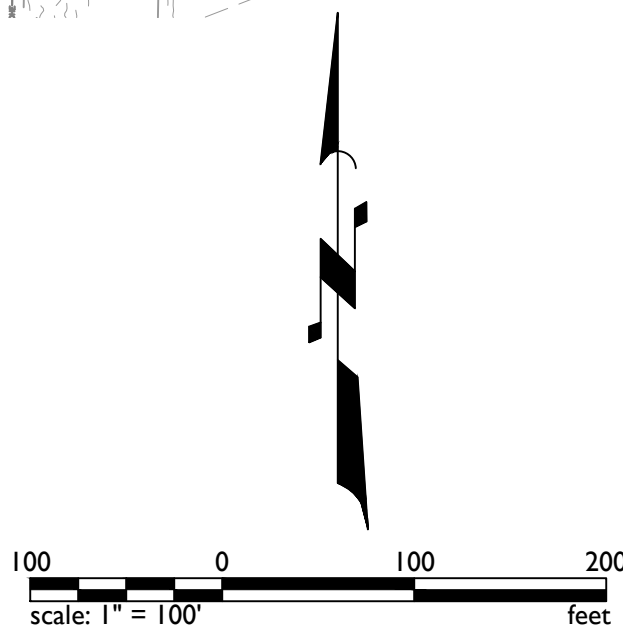
Page 138 of 252

21-0167 - Water Conservancy District - Phase 2

Apr 19, 2023 12:36pm S:\Projects\2021\21-0167\Civil\Construction Documents\Conservancy\Phase 2\21-0167 - 9.00 - SWPP.dwg cmateosky



- KEY
- CHAIN LINK FENCE
 - DUST CONTROL - TO BE DETERMINED BY CONTRACTOR
 - FLOW DIRECTION
 - CONCRETE CONSTRUCTION ENTRANCE



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2350 | F:480.503.2358
www.epsgroupinc.com

Project:

Water Conservancy District
Hurricane, UT

Revisions:

Call at least two full working days
before you begin excavation.

800.481.8111
In Maricopa County: (602)263-1100

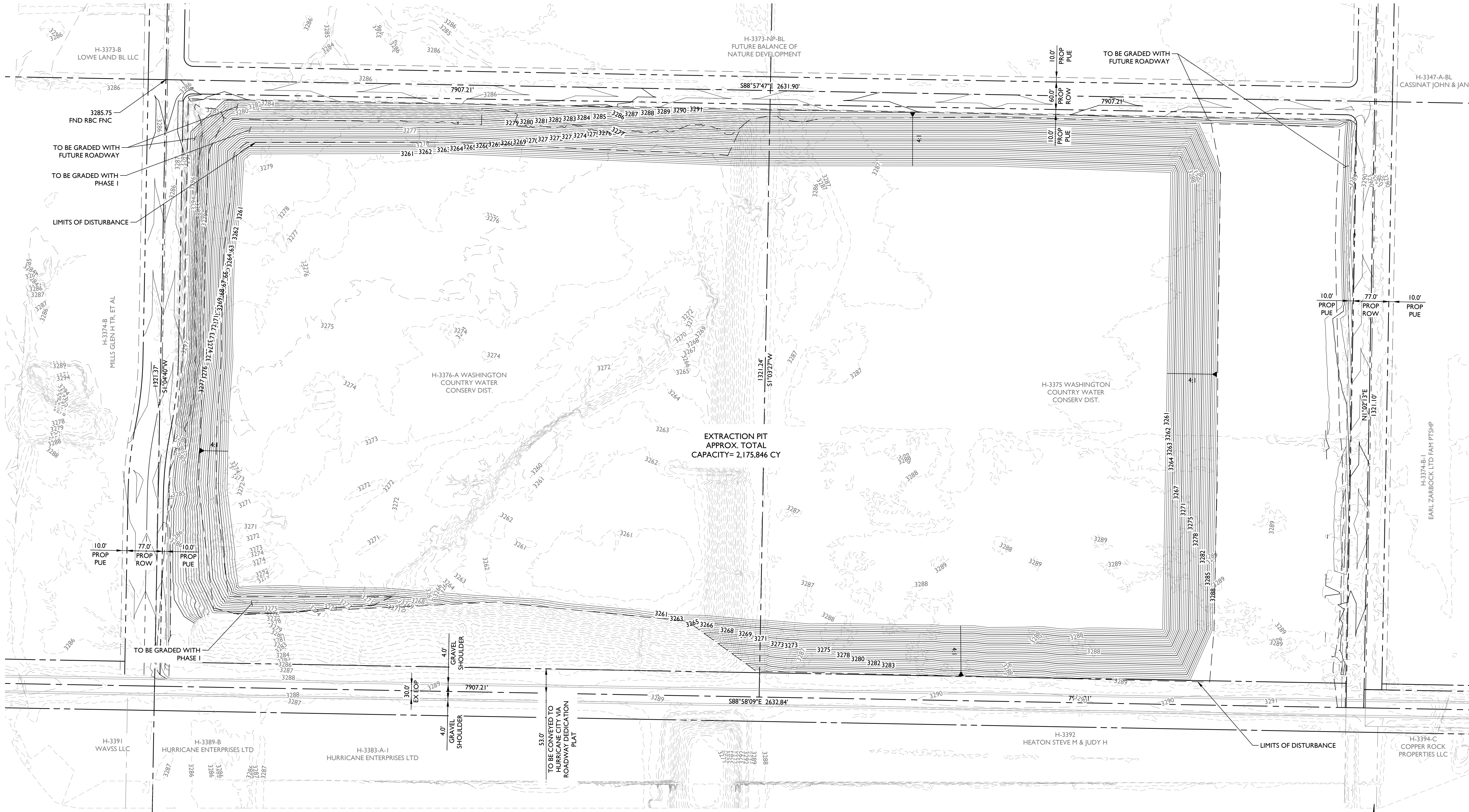
Designer: EPS
Drawn by: EPS

Job No.
21-0167

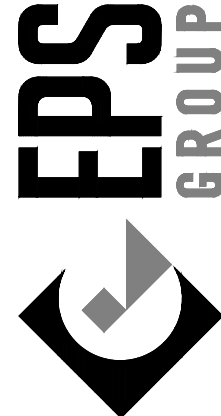
Sheet No.
9.00

21-0167 - Water Conservancy District - Phase 2

Apr 19, 2023 12:37pm S:\Projects\2021\21-0167\Civil\Construction Documents\Phase 2\21-0167 - 10.00 - D&D.dwg cmateosky



NOTE: ONCE THE SITE IS EXCAVATED THERE WILL BE NO WATER CONSUMPTION OR WASTEWATER DISCHARGE



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Water Conservancy District
Hurricane, UT

Revisions:

Rev	Description

Call at least two full working days before you begin excavation.

ARIZONA

Professional Engineer
13364543-2002
JEREMY W. PETRUCCI, II
STATE OF UTAH

Design: EPS
Drawn by: EPS

Job No.
21-0167

Sheet No.
10.00



**RB&G
ENGINEERING
INC.**
1435 WEST 820 NORTH
PROVO, UT 84601-1343
801-374-5771 Provo
801-521-5771 SLG

October 10, 1997

Ron Thompson
Washington County Water Conservancy District
136 North 100 East
St. George, UT 84770

Dear Mr. Thompson:

re: Potential Clay Borrow Source - Alternate 3, Hall/Gubler Property

At your request, a preliminary investigation has been performed on a potential clay borrow source for the Sand Hollow Project. The source is identified as the Hall/Gubler Property and is located in the Southwest Quarter of Section 16 and Southeast Quarter of Section 17, Township 42 South, Range 13 West, SLB&M.

The work performed during this investigation included excavation, logging, and sampling of 15 test pits and performance of laboratory classification and soluble salt tests. Figure 1 is a vicinity map showing the location of the property. The potential source includes 80 acres and the approximate location of test pits is presented in Figure 2. The test pit logs are presented in Figures 3 and 4.

It will be observed from Figures 3 and 4 that the soils consist of a lean clay. Samples were obtained at about 3 foot intervals for laboratory testing. Each sample obtained in the field was classified in the laboratory according to the Unified Classification System. Classification tests were performed on select samples and the results are summarized in Table 1, Summary of Test Data. It will be observed that the Liquid Limit ranges from 21 to 32 and the Plasticity Index ranges from 6 to 12 for the clay, classifying as a lean CL type soil. Soluble salt tests were run on each sample obtained during the field investigation. The results of the soluble salt tests are presented on the boring logs. The average soluble salt content of the 44 samples tests was 2.8%, with 8 samples showing greater than 5% and only two samples greater than 7%.

Washington County Water Conservancy District
Page 2
October 10, 1997

It is our opinion that this represents the best of the four alternate sources investigated for Zone I material. It is estimated that an excavation about 10 feet deep covering 40 acres will be sufficient to provide Zone I material.

We appreciate the opportunity of performing this service for the District. If there are any questions regarding the information contained herein, please call.

Sincerely,

RB&G Engineering, Inc.

Bradford E. Price, P.E

RB&G ENGINEERING INC.
Sand Hollow Reservoir Project Alternate 3 Borrow Source, 9412

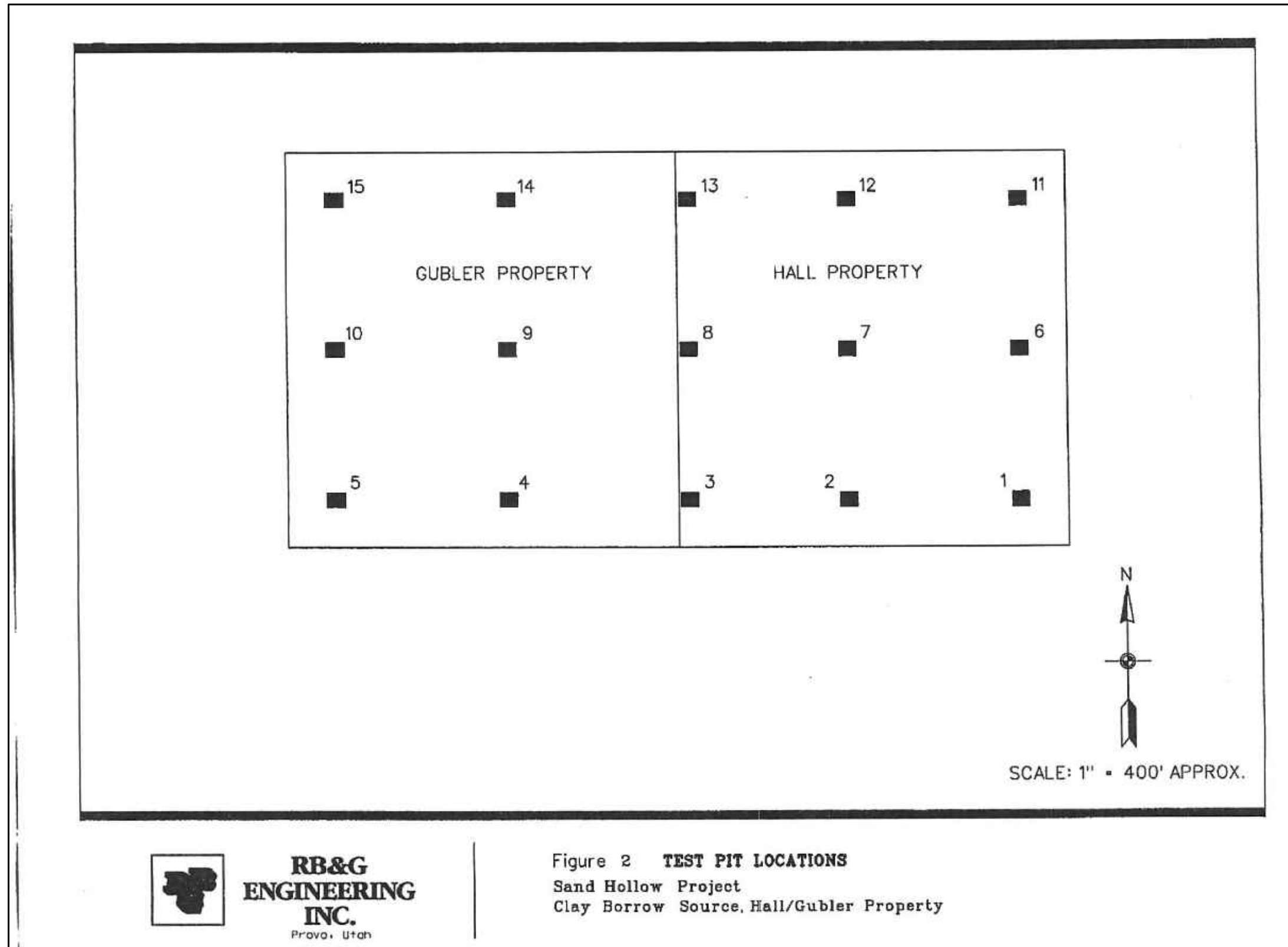
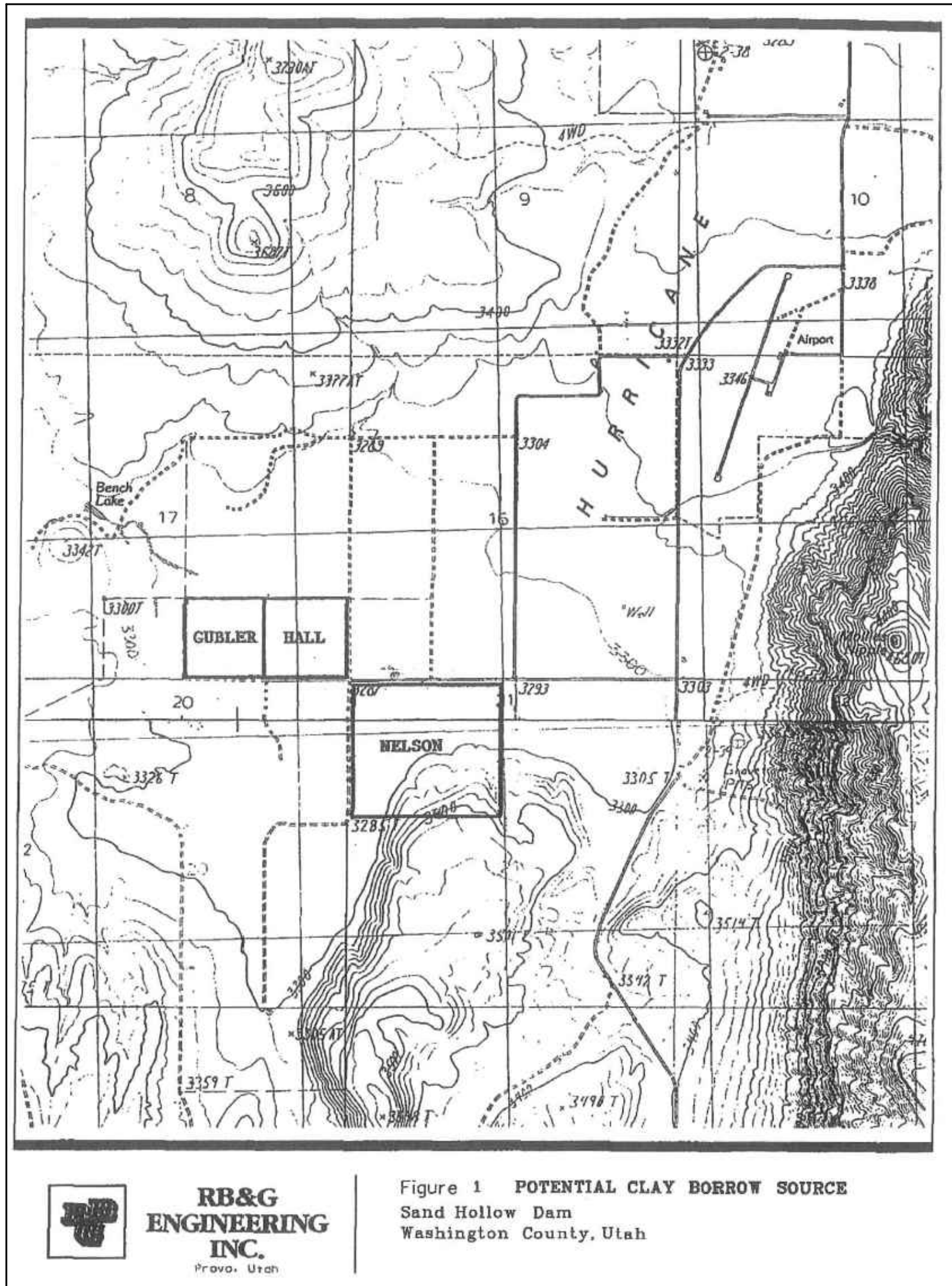


Table 1 SUMMARY OF TEST DATA													
PROJECT LOCATION		SAND HOLLOW DAM Alternate III—Hall Property		FEATURE Clay Borrow Source									
HOLE NO.	DEPTH BELOW GROUND SURFACE (ft)	STANDARD PENETRATION BLOWS PER FOOT	IN-PLACE		UNCONFINED COMPRESSIVE STRENGTH (psf)	ATTERBERG LIMITS			MECHANICAL ANALYSIS			UNIFIED SOIL CLASSIFICATION SYSTEM (modified)	
			DRY UNIT WEIGHT (pcf)	MOISTURE (%)		LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX (%)	PERCENT GRAVEL	PERCENT SAND	PERCENT SILT & CLAY		
1	3					31	20	11				CL-1	
6						24	17	7				CL-1	
9						25	18	7				CL-1	
2	3					32	21	11				CL-1	
3	3					28	20	8				CL-1	
4	3					31	22	9				CL-1	
5	3					32	20	12				CL-1	
6						26	15	11				CL-1	
9						18	12	6				CL-ML	
8	3					27	18	9				CL-1	
6						31	19	12				CL-1	
9						27	17	10				CL-1	
9	3					31	19	12				CL-1	
10	3					30	18	12				CL-1	
11	3					31	19	12				CL-1	
6						22	16	6				CL-ML	
9						21	13	8				CL-1	
15	3					31	18	13				CL-1	
6						27	21	6				CL-ML	
9						27	15	12				CL-1	
NP=Nonplastic													
RB&G ENGINEERING INC.													

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Water Conservancy District
Hurricane, UT

Soils Report Summary

Project:

Revisions:

Call at least two full working days before you begin excavation.

ARIZONA 811
One Call 811 or 1-800-486-8111 (TDD) in Maricopa County: (602)263-1100

Designer: EPS
Drawn by: EPS

PROFESSIONAL ENGINEER
13364543-2002
JOSEPH W. PETRUCCI II
STATE OF UTAH

Job No.
21-0167

Sheet No.
11.00

EXHIBIT C

PROPOSED MAP

Page **9** of **12**

cmateosky Mar 15, 2023 11:39am S:\Projects\2021\21-0167\Civil_Construction Documents_Conservancy\21-0167 - 5.00 - Proposed Map.dwg

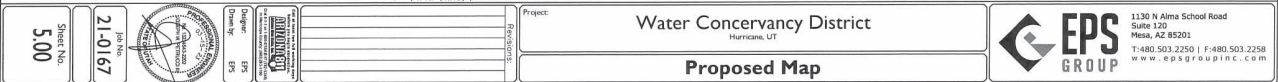


EXHIBIT D

ROADWAY PLAN

Page **10** of **12**

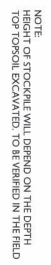
cmateosky Mar 15, 2023 11:41am S:\Projects\2021\21-0167\Civil_Construction Documents\Conservancy\21-0167 - 7.00 - Roadway.dwg



EXHIBIT E

CROSS SECTIONS

cmateosky Mar 15, 2023 11:40am S:\Projects\2021\21-0167\Civil_Construction Documents\Conservancy\21-0167 - 6.00 - Cross Sections.dwg



21-0167 6.00		Order By: EPS Order No: EPS 	Project: Water Conservancy District Hurricane, UT Cross Sections		1130 N Alma School Road Suite 120 Mesa, AZ 85201 T: 480.503.2250 F: 480.503.2258 www.epsgroupinc.com

EXHIBIT F

EXTRACTION ORDINANCE

CHAPTER 27. - EXTRACTION INDUSTRIES OVERLAY ZONE

Sec. 10-27-1. - Purpose and intent.

The general purpose of the extraction industries overlay zone is to provide for the operation of extraction industries in the City, while regulating the operation of such industrial uses particularly on properties in close proximity to residential districts and to provide regulatory standards and procedures to ensure the reclamation of the extraction industry sites upon completion of the extraction processes.

- A. Standards for development contained herein are intended specifically to accomplish the following purposes:
 - 1. To minimize the adverse effects of development and operation of extraction industries on neighboring properties;
 - 2. To preserve and/or reclaim visual and aesthetic qualities of properties in which the extraction industries will operate which are vital to the aesthetic quality of the City and quality of life of its residents; and
 - 3. To ensure adequate security is posted to ensure the successful and timely reclamation of properties in which extraction industries operate at the conclusion of such development and operation.
- B. The underlying zoning shall control the property once the extraction industry work is completed and the extraction industries overlay zone has been removed.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-2. - Scope.

This extraction industries overlay zone will provide for the excavation of clay, soil, granite, flagstone, slate, shale, limestone, sand, or gravel and other similar extraction of natural resources from the land by excavating, stripping, leveling, or other compatible extraction processes; and further allow for and regulate the processing of extracted materials on or off site within the City for commercial purposes.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-3. - Zoning districts.

The extraction industries overlay zone may be applied to all zoning districts as established in this land use code.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-4. - Use regulations.

The following are permitted uses within an approved extraction industries overlay zone:

Accessory uses and buildings, customarily incidental and subordinate to a permitted use.

Sand, gravel, rock, clay and similar natural resources extraction mining, and quarry activities.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-5. - Extraction site plan.

An extraction site plan is required for a zone change to the extraction industries overlay zone. The site plan and reclamation plan may include any conditions the City Council, with the recommendation of the Planning Commission, deems reasonable and necessary to accomplish the purposes of this chapter. An annual review for compliance of the approved site plan will be made by the City Council. The City staff will conduct all necessary inspections to assist the City Council with its annual review and evaluation process.

A. An application for an extraction industries overlay zone shall be accompanied by a site development plan and reclamation plan prepared in accordance with the provisions of this chapter and submitted to the Zoning Administrator in a form established by the administrator along with any fee established by the City. The application shall include at least the following information:

1. Name, address, and telephone number of the applicant (property owner) and applicant's agent (if any);
2. A legal description and map of the property to be subject to the overlay zone;
3. A statement of the current land use and zoning; and
4. Name, address, and telephone number of the firm retained to undertake the extraction operation, if different from the applicant.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-6. - Site development plan.

A. *Drawings.* All drawings required below shall be prepared by a professional engineer, licensed

in the state.

B. *Plan requirements.*

1. *General site plan.* All property included in the proposed overlay showing any existing or proposed buildings, parking areas, and roadways.
2. *Excavation map.* This should be a topographic map, at a scale of one inch equals 200 feet to a maximum contour interval of four feet. This map shall include a general depiction of the area at least 500 feet beyond the proposed excavation and show the location of the operations and proposed haul roads. This map shall identify the phases of the excavation, the planned depth and the location of stockpiles, mine tailings, milling and processing systems, and cross sections of the excavation site in areas of greatest material displacement. The number of required cross sections shall be dependent upon the size and topography of the excavation site.
3. *Development schedule.* A text summary of the estimated development schedule and time frame shall be submitted. This text should outline the estimated operational life of the project, and should summarize phased extraction plans and corresponding phased reclamation and estimated time frames for each phase.
4. *Roadway plan.* Address the anticipated impact on existing streets, reflecting the trip generation rate, along with the planned construction of any new streets, including all proposed haul roads, and the access for such roads to any state roads. Provide the anticipated type and number of heavy equipment to be used, assuming full time operation and hauling of 40 hours per week and the individual gross vehicular weight. Show travel impact on any existing City streets, including amount of traffic. Provide proposed mitigation of haul stress on improved City roadways. Additional improvements to, or replacement of, surfaces and subsurfaces may be required as a condition of approval.
5. *Utility plan.* Show the location of all utility lines and facilities, if any, including, but not limited to, water, sewer, power, cable television, natural gas and telephone within the project area. This plan shall indicate the proposed point of connection to utilities.
6. *Nuisance mitigation plan.* Provide detailed plan to control and limit dust, noise, vibration, smoke and odor created on the site during actual extraction operations and during idle time. This plan should reflect the requirement that all access and haul roads on the site shall be maintained in a dust free condition by impervious surfacing or some other treatment approved by the City. Dust mitigation must be pursuant to rule R-307-205 of the Utah Administrative Code, applicable City ordinances, and any other applicable statute or regulation.
7. *Drainage and discharge plan.* Show all natural and modified surface and subsurface

drainage systems and the plans to provide erosion protection to the site during operations. This plan shall include provisions for the mitigation of erosion damage on site and within 500 feet of the project boundary. Additionally, the plan shall disclose the anticipated rate on a daily basis of water consumption, wastewater discharge, drainage volumes, and source of disposal of water to be used in the operation. Plan shall demonstrate compliance with all applicable local, state, and federal regulations governing drainage and wastewater. NPDES standards shall apply.

8. *Soil geology report.* Shall be prepared by a geologist and/or geotechnical engineer specializing in soil mechanics and licensed by the state. It shall be based upon geological evaluations, test borings, and excavations in a number and at locations that the author of the report shall demonstrate are sufficient to accurately identify and analyze soil types and geologic features within the planned extraction area. Reduced costs shall not be justification for more distant or convenient locations for extractions and borings. Additional soil geologic investigations may be required if the report indicates the presence of conditions that, if not corrected or adequately addressed through design, could lead to unacceptable damage, erosion or soil movement. Such conditions may include, but not be limited to: expansive soils, high water table, soluble mineral veins, slope instability, buried slides, buried stream channels, and fault zones.
- C. *Investigation.* The investigation shall include visual appraisal of adjacent lots/parcels for surface geologic/topographic conditions which could affect the proposed extraction site, or could be threatened or degraded by the proposed extraction.
- D. *Report.* The soil/geologic report shall also include the following:
 1. Slope stability analysis. Conclusions and recommendations concerning the effects of material removal, introduction of water, ground shaking, and erosion on slope stability, and recommendation for the protection and preservation of any remaining slopes and hillsides after extraction is completed.
 2. The location and yield of springs and seepage sites, if any, within the project.
 3. The development of a complete soils profile identifying the soils to the depth or level of estimated excavation that will constitute the exposed surface soils at the completion of the extraction excavation operation; and
 4. Recommendation for corrective action or design specifications intended to prevent potential dangers identified in the soils investigation, particularly with regard to the mitigation of any impacts on contiguous property.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-7. - Reclamation plan requirements.

The reclamation plan shall include both text and appropriate maps and drawings providing the following:

- A. *Reclamation timetable.*
 - 1. A written document providing anticipated times for start and finish of reclamation.
 - 2. If the extraction is to be phased, reclamation shall also be phased.
- B. *Topographic map.* This shall reflect the phases of reclamation and the final site reclamation including the approximate final finished grade of the site and all slopes. The map will be prepared on a scale of one inch equals 200 feet, with a maximum contour interval of two feet. This map should represent the site and all property within 500 feet of the project boundary.
- C. *Grading plan.* This shall show the areas to be reclaimed and the proposed finished grade and the method by which the reclamation is to be accomplished. All restoration material used in the final grading of the site shall be free from refuse or toxic contaminants and shall be compacted as much as is practicable. Final soil depths and types shall be appropriate for the future site use.
- D. *Revegetation plan.* Specifications including the seed or plant type, size, quantities, locations, installation of topsoil, specifications for seeding or planting, mulching and type of irrigation to be used.
- E. *Drainage/hydrology plan.* Show the hydrological characteristics of the site after reclamation; including the creation or modification of floodplain, erosion characteristics, drainage patterns and wetlands.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-8. - Building and equipment removal.

Following the completion of excavation and processing activities, or upon removal of the overlay zone for any reason, all buildings, equipment and temporary utilities used in the administration and management of the operations, shall be removed. This removal shall be completed within the first 90 days following the completion of operations.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-9. - Excavation material removal.

Following the completion of excavation and processing activities, or upon removal of the overlay zone

for any reason, all remaining excavation material shall be removed from the site and located in the M-2 zone within 120 days.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-10. - Plan modification.

Plan modifications may be submitted any time during the reclamation process. The modifications must be submitted to the City Council with adequate documentation supporting the request. If the City Council approves the modification, then the amended reclamation plan will govern the final process.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-11. - Security for completion.

The amount of security shall be equal to 125 percent of the amount estimated by the City Engineer as being necessary to complete the reclamation and site improvements if any as shown on the approved development and reclamation plans. If reclamation is approved in phases, the amount of security may be posted by phase; however, the developer shall not begin extraction/excavation in subsequent phases until the full amount of the security for any such approved subsequent phase has been posted.

A. *Security agreement/terms.* Before notice to proceed is granted on an approved site development plan the permittee shall execute a security agreement and provide acceptable security in a form approved by the City Attorney as provided below. The security agreement prepared by the City Attorney shall include, without limitation, the following terms and conditions:

1. Incorporation by reference of the site development plan and all data required by this chapter; and the approved reclamation plan with any conditions which is used to compute the cost of the reclamation by the City Engineer.
2. A requirement that the period of time allowed for completion of the reclamation does not exceed one year from the date of completion of the phased extraction.
3. At completion of any reclamation phase as provided in the reclamation plan, the permittee shall give written notice to the City and request inspection by the City Engineer. The reclamation shall be completed to the satisfaction of the City Engineer and according to the approved reclamation plan.
4. The release of security shall be under the exclusive control of the City. The security proceeds may be released only upon written approval of the City Manager.
5. The security proceeds may be reduced upon request of the developer as the reclamation/improvements are completed. The amount of reduction shall be approved

by the Mayor and City Council on advice from the Planning Commission and City Engineer following inspection of the work by the City Engineer. Such requests may be made only once every 30 days, and no reductions shall be authorized until such time as the reclamation/improvements have been inspected and found to be in compliance with City specifications. All reductions shall be granted only upon written authorization signed by the City Manager.

6. If the security amount becomes inadequate to pay the actual cost of the completion of the reclamation/improvements for whatever reason, including previous reductions, then the owner/developer shall be responsible for the deficiency and work must stop on the site until a new security agreement providing an adequate security amount has been approved and executed.
 7. If upon written demand of the City after expiration of the security time period, the security proceeds are not transferred to the City within 30 days of the demand, then the City's costs of obtaining the proceeds, including attorney fees and court costs, shall be payable by the applicant. In addition, the applicant shall be liable for the costs incurred by the City in administration of the funds to complete the reclamation work.
 8. The property owner shall hold the City harmless from any and all liability that may arise as a result of the improvements which are installed until such time as the City accepts the improvements.
 9. All reclamation/improvements required under this title shall be installed by a contractor or subcontractor licensed by the state.
- B. *Form of security.* The required security shall be one of the types provided in the subdivision ordinance, chapter 39 of this title.
- C. *Payment of interest.* Any interest accruing on escrowed funds shall, unless expended for completion of site improvements required, inure to the benefit of the developer and not to the City. The City shall not be required to pay interest to the developer on any funds escrowed for this purpose.
- D. *Release of funds/retainage.* The City shall relinquish completion security funds held or security posted as work is completed and inspected. The City shall release funds equal to the actual cost of performing the work as the work progresses minus 25 percent. The 25 percent shall be held for one growing season following completion of the reclamation work to ensure successful reclamation. Upon successful germination and survival of reclamation revegetation, remaining funds shall be released.
- E. *Modification of plans/increased security.* The time period for completion of the required reclamation/improvements may be extended in the following manner:

1. Upon approval of the City Council the time period may be extended, for good cause, an additional one year from the expiration date of the original security agreement;
2. Said approval shall be in a written form signed by the Mayor.
3. If any approved modification of the reclamation plans, as provided herein, increases the cost of required site improvements, additional security must be provided to cover the increased costs.

F. *Phased projects.* Site improvements and reclamation work applicable to each phase of a site development plan shall be completed or security for completion provided prior to commencing work on any subsequent phase.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-12. - Progress report; notice.

An operations and progress report shall be filed with the City at the end of each calendar year. This report shall summarize the year's extraction activities pursuant to the approved site development and reclamation plans. This progress report shall include a current site plan indicating the current extent of operations, reclamation completed and updates on significant issues raised either by the applicant or the City. The progress report shall include calculations by a licensed land surveyor or engineer indicating the volume of material excavated during the calendar year.

If the progress report shows no activity since the previous report, or if no report is filed, the City shall inspect the site. If no progress on the site is reported or verified, the City shall provide written notice to the applicant specifying a time and place of a public hearing to consider removing the extraction industries overlay and claim the security funds to reclaim the property.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-13. - Standards for operation.

A. *Setbacks.*

1. No part of an excavation operation or access road, parking area, office building or crushing, screening, washing, mixing or other type of processing operation shall be permitted closer than 300 feet to a residential property boundary except for accessory access roads.
2. a. The City Council shall be authorized to consider modifications to the setback set forth in subsection A1 of this section, when the character of the terrain, the ownership of land, location of surrounding development or other special conditions would justify such modification. However, in no case shall the required distances for any excavation or

accessory structure be less than 100 feet from a residential property boundary.

b. If a modification authorizing excavation less than 300 feet from a residential property boundary is granted, the following conditions shall apply:

(1) Hours of operation shall be limited to between 7:00 a.m. and 7:00 p.m.

(2) Operations are permitted only Monday through Friday.

(3) Council will review every six months rather than annually.

B. *Fencing.* Areas of excavation with serious or hazardous conditions shall be reasonably fenced to exclude entrance by members of the public. Fences shall not be placed closer than ten feet from the edge of any cut slope.

C. *Grading/excavation.*

1. All grading shall comply with standard engineering specifications for slope stabilization in accordance with the latest approved reclamation plans, IBC appendix J, "excavation and grading," and all other applicable City ordinances. Slopes shall be maintained in a manner that will prevent erosion damage on adjacent properties.

2. Grading shall comply with approved grading plans for the excavation and reclamation activities.

D. *Ground water contamination.*

1. Extractive operations, drainage, materials storage and use, site access, access to roadways that cross waterways, fueling procedures, reclamation activities and postreclamation uses shall be strictly controlled so as to prevent any possible contamination of the ground water or surface water.

2. Standards adopted by the City, in ground water protection ordinances, or by the county health department, county water conservancy district and/or state and federal regulations shall be used to determine the specific controls, programs, safeguards, restrictions, and monitoring required from a specific site. The most restrictive standards shall apply.

3. The washing of sand and gravel or other extracted materials shall be done so as to prevent the discharge of wastewater directly into adjacent natural watercourses or onto any public or private roads or any private property without the consent of the property owner.

E. *Hours of operation.* Excavation operations shall not begin before 6:00 a.m., and shall not continue after the hour of 10:00 p.m.

F. *Nuisance abatement.*

1. All equipment on and off site, utilized in the extraction and/or processing operations shall be operated and maintained so as to minimize the noise and vibration from the site.

2. Access and haul roads on the site shall be maintained in a dust free condition by surfacing

or other treatment approved by the City.

3. Soil berms, landscaping and other techniques should be used to accomplish the objective of reducing the impact to adjacent property of nuisances created by the project.
4. All reasonable means shall be employed to reduce and mitigate dust, noise, smoke, lights, and odor. Lighting shall be shielded to prevent intrusion onto adjacent properties.
5. Dust control procedures as deemed necessary by the City shall continue during periods of nonoperation.

G. *Reclamation.*

1. The reclamation of excavation sites shall be carried out simultaneously with the excavation of the mineral resource or may be reclaimed in phases as per the approved reclamation plan. Excavation shall be planned so as to progressively develop the proposed final landforms by grading and stockpiling overburden materials in areas designated for future landforms according to the approved reclamation plan. Such areas are to be seeded and planted within appropriate planting seasons, but in any case, the grading and planting shall be completed within one year of completion of the phased extraction under the approved plan. If a site plan or a subdivision preliminary plat has been approved on the extraction site which includes an alternative reclamation plan and timetable the previous section may not apply.
2. If reclamation is proposed to be phased, no extraction shall begin in subsequent phases until extraction is completed in any prior phase and reclamation of prior phases is underway. Appropriate reclamation security shall be posted for any subsequent phases.
3. Any approved phased extraction and reclamation shall be incorporated into the extraction/excavation site plan and shall be subject to annual review.
4. Failure to comply with reclamation timetables and conditions are violations of this land use code and may be prosecuted accordingly.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-14. - Approval process.

- A. The applicant shall submit a complete application, site development plan, reclamation plan, and applicable fee to the Zoning Administrator.
- B. After the application and accompanying plans have been reviewed by staff and the joint utilities committee and upon determination that the application is complete, a staff report shall be prepared.
- C. The Planning Commission shall hold a public hearing as provided in section 10-7-4 of this title. Following a public hearing the Planning Commission may recommend for approval,

recommend for approval with modifications, or recommend for denial thereof to the City Council.

- D. Following receipt of a recommendation from the Planning Commission, the City Council shall hold a public meeting on the application as provided in section 10-7-4 of this title. The City Council may approve, approve with modifications, or deny the application.

(Ord. 2009-04, 3-19-2009)

Sec. 10-27-15. - Standards for approval.

In approving an extraction industries overlay, the following factors shall be considered:

- A. That the proposed plans will comply with the regulations and conditions specified in this chapter for such use.
- B. That any impacts created by the proposed plans such as dust, noise, vibration, water discharge, drainage and haul stress on improved City roadways, will be reasonably mitigated under the proposed site development plan and reclamation plans.
- C. If the imposition of any conditions or amendment to the proposed plans can be made to bring the plans into compliance with this chapter.

(Ord. 2009-04, 3-19-2009)



STAFF COMMENTS

Consideration and possible a proposed amendment to the **Hurricane City Standards for Design and Construction and Hurricane City's Drainage Manual** to require development within the Frog Hollow Sub-basin to retain storm water from 10-year storm events.

Discussion:

The Planning Commission is holding a special meeting prior to the City Council meeting to review the proposal to provide a recommendation. If, at the meeting, the Planning Commission cannot make a recommendation, then this item will be removed.

As part of the discussion with Balance of Nature and Washington County Water Conservation District (WCWCD or the District), the District has requested a higher level of stormwater management to help prevent stormwater and pollutants from flowing into the clay extraction pit. They have stated this would be a term within the agreement currently under discussion. As such, engineering has provided a draft based on WCWCD's request for review. Provalue Engineering has also provided some preliminary numbers and findings about the change's impact in the area. Staff's main concerns are two-fold. 1) The requested standard update by WCWCD has not been backed up or supported by a study or more enhanced review. WCWCD has claimed that the change will prevent the initial flow of pollutants to the area. 2) These standards will increase the impact on property owners wishing to develop in the area. This is the main concern raised by the Planning Commission.

Findings:

Recommendation:

Attachments:

1. HURRICANE BENCH LAKE AREA STORM WATER CALCUATIONS 2023
2. Proposed addition to Section 3 of Drainage Manual

HURRICANE CITY BENCH LAKE AREA

STORMWATER FLOW CALCULATIONS

9-May-23

BY PROVALUE ENGINEERING

KARL B. RASMUSSEN



FINDINGS:

THE FOLLOWING SHEETS CALCULATE THE STORM WATER RETENTION VOLUME REQUIRED FOR A 100 YEAR STORM EVENT AND A 10 YEAR STORM EVENT. THE AREA ANALYZED IS A 10 ACRE PARCEL FOR 33 LOTS (1/4 ACRE LOT SUBDIVISION).

THE SHEETS ALSO CALCULATE THE DETENTION VOLUME REQUIRED FOR A 100 YEAR STORM AFTER THE 10 YEAR STORM VOLUME IS RETAINED.

THE RETENTION VOLUME FOR A 100 YEAR STORM IS 51,270 CUBIC FEET (1.2 ACRE FEET)

THE RETENTION VOLUME FOR A 10 YEAR STORM IS 34,328 CUBIC FEET (0.8 ACRE FEET)

THE DETENTION + RETENTION VOLUME FOR THE 10 YEAR RETENTION AND 100 YEAR STORM IS 47,914 CUBIC FEET (1.1 ACRE FEET)

CONCLUSION: FOR A 10 ACRE - 1/4 ACRE SUBDIVISION, THE DESIGN SHOULD INCLUDE A 1.1 ACRE-FOOT BASIN TO TAKE CARE OF RETENTION AND DETENTION COMBINED. FOR THE OUTLET BOX, THE ORIFICE SIZE SHOULD BE 2.4 INCHES.



Hydrometeorological Design Studies Center Precipitation Frequency Data Server (PFDS)

[Home](#)[Site Map](#)[Organization](#)

General Information
[Homepage](#)
[Progress Reports](#)
[FAQ](#)
[Glossary](#)

Precipitation
Frequency
[Data Server](#)
[GIS Grids](#)
[Maps](#)
[Time Series](#)
[Temporals](#)
[Documents](#)

Probable Maximum
Precipitation
[Documents](#)

Miscellaneous
[Publications](#)
[Storm Analysis](#)
[Record Precipitation](#)

Contact Us
[Inquiries](#)



NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES: UT

Data description

Data type: Units: Time series type:

Select location

1) Manually:

a) By location (decimal degrees, use "-" for S and W): Latitude: Longitude:

b) By station (list of UT stations):

c) By address

2) Use map:



POINT PRECIPITATION FREQUENCY (PF) ESTIMATES

WITH 90% CONFIDENCE INTERVALS AND SUPPLEMENTARY INFORMATION
NOAA Atlas 14, Volume 1, Version 5



NOAA Atlas 14, Volume 1, Version 5
 Location name: Hurricane, Utah, USA*
 Latitude: 37.1307°, Longitude: -113.333°
 Elevation: m/ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.61 (1.38-1.90)	2.06 (1.78-2.46)	2.83 (2.41-3.35)	3.50 (2.95-4.15)	4.55 (3.77-5.38)	5.45 (4.45-6.44)	6.49 (5.18-7.72)	7.68 (5.96-9.20)	9.52 (7.12-11.6)	11.1 (8.06-13.7)
10-min	1.22 (1.04-1.45)	1.57 (1.36-1.87)	2.15 (1.84-2.55)	2.66 (2.25-3.16)	3.46 (2.87-4.09)	4.15 (3.39-4.91)	4.94 (3.95-5.87)	5.84 (4.54-7.00)	7.24 (5.41-8.81)	8.47 (6.13-10.4)
15-min	1.01 (0.864-1.19)	1.30 (1.12-1.54)	1.78 (1.52-2.11)	2.20 (1.88-2.61)	2.86 (2.37-3.38)	3.42 (2.80-4.06)	4.08 (3.26-4.86)	4.83 (3.75-5.78)	5.98 (4.47-7.28)	7.00 (5.07-8.60)
30-min	0.682 (0.582-0.804)	0.876 (0.752-1.04)	1.20 (1.02-1.42)	1.48 (1.25-1.76)	1.93 (1.60-2.28)	2.31 (1.88-2.73)	2.75 (2.20-3.27)	3.25 (2.53-3.89)	4.03 (3.01-4.90)	4.71 (3.41-5.79)
60-min	0.421 (0.360-0.497)	0.542 (0.466-0.643)	0.742 (0.632-0.878)	0.918 (0.775-1.09)	1.19 (0.988-1.41)	1.43 (1.17-1.69)	1.70 (1.36-2.02)	2.01 (1.56-2.41)	2.49 (1.86-3.04)	2.92 (2.11-3.59)
2-hr	0.254 (0.222-0.295)	0.322 (0.281-0.374)	0.426 (0.370-0.492)	0.518 (0.448-0.599)	0.658 (0.558-0.760)	0.778 (0.650-0.900)	0.918 (0.750-1.07)	1.07 (0.856-1.26)	1.32 (1.01-1.57)	1.53 (1.14-1.84)
3-hr	0.189 (0.168-0.217)	0.238 (0.211-0.272)	0.309 (0.273-0.353)	0.370 (0.324-0.421)	0.459 (0.398-0.524)	0.535 (0.457-0.613)	0.624 (0.523-0.719)	0.723 (0.594-0.845)	0.880 (0.699-1.06)	1.02 (0.790-1.24)
6-hr	0.118 (0.106-0.134)	0.149 (0.133-0.169)	0.190 (0.169-0.215)	0.223 (0.198-0.253)	0.272 (0.238-0.309)	0.312 (0.270-0.356)	0.356 (0.304-0.408)	0.407 (0.341-0.470)	0.487 (0.397-0.571)	0.556 (0.443-0.660)
12-hr	0.072 (0.065-0.081)	0.090 (0.081-0.101)	0.114 (0.102-0.128)	0.133 (0.119-0.149)	0.159 (0.141-0.178)	0.179 (0.157-0.202)	0.200 (0.173-0.226)	0.222 (0.190-0.253)	0.255 (0.214-0.293)	0.286 (0.236-0.333)
24-hr	0.043 (0.040-0.046)	0.054 (0.050-0.058)	0.067 (0.062-0.072)	0.077 (0.072-0.084)	0.092 (0.085-0.099)	0.103 (0.095-0.112)	0.115 (0.105-0.124)	0.127 (0.115-0.138)	0.143 (0.128-0.155)	0.155 (0.138-0.169)
2-day	0.024 (0.022-0.026)	0.030 (0.028-0.033)	0.038 (0.035-0.041)	0.043 (0.040-0.047)	0.052 (0.048-0.056)	0.058 (0.053-0.062)	0.064 (0.059-0.069)	0.071 (0.065-0.077)	0.080 (0.072-0.087)	0.087 (0.078-0.095)
3-day	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.027 (0.025-0.029)	0.031 (0.029-0.033)	0.037 (0.034-0.040)	0.041 (0.038-0.044)	0.046 (0.042-0.050)	0.051 (0.046-0.055)	0.057 (0.052-0.062)	0.062 (0.056-0.067)
4-day	0.014 (0.013-0.015)	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.025 (0.023-0.027)	0.030 (0.028-0.032)	0.033 (0.031-0.036)	0.037 (0.034-0.040)	0.041 (0.037-0.044)	0.046 (0.041-0.049)	0.050 (0.045-0.054)
7-day	0.009 (0.009-0.010)	0.012 (0.011-0.013)	0.015 (0.013-0.016)	0.017 (0.016-0.018)	0.020 (0.018-0.021)	0.022 (0.020-0.024)	0.024 (0.022-0.026)	0.027 (0.024-0.029)	0.030 (0.027-0.033)	0.032 (0.029-0.035)
10-day	0.007 (0.007-0.008)	0.009 (0.008-0.010)	0.011 (0.011-0.012)	0.013 (0.012-0.014)	0.016 (0.014-0.017)	0.017 (0.016-0.019)	0.019 (0.017-0.021)	0.021 (0.019-0.023)	0.023 (0.021-0.025)	0.025 (0.023-0.028)
20-day	0.005 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.009-0.010)	0.010 (0.010-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)
30-day	0.004 (0.003-0.004)	0.005 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.008 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.011 (0.010-0.012)
45-day	0.003 (0.003-0.003)	0.004 (0.003-0.004)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.009 (0.008-0.010)
60-day	0.003 (0.002-0.003)	0.003 (0.003-0.004)	0.004 (0.004-0.004)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.008)	0.008 (0.007-0.009)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

HURRICANE BENCH LAKE AREA, 10 ACRES OF 1/4 ACRE LOTS

RETENTION FOR - 100 YEAR STORM EVENT

Using NOAA ATLAS 14 POINT PRECIPITATION INTENSITY (Inches per Hour)

Surface Calculations						
	Surface Type	Area (acres)	Coefficient	A*C	Allowable Runoff	
	Gravel/landscaping	6	0.2	1.2	0	
	Parking Area	1	0.99	0.99	0	
	Pavement/Roof	3	0.99	2.97	0	
	Total	10	0.52	5.16	0	
Storage Calculations						
Time (minutes)	A*C (Acres)	100 Year Interval (in/hr)	Time (s)	Cumulative Runoff (cu. Ft)	Allowable Runoff (cu. Ft.)	Storage (cu. Ft.)
5	5.16	6.49	300	10047	0	10,047
10	5.16	4.94	600	15294	0	15,294
15	5.16	4.08	900	18948	0	18,948
30	5.16	2.75	1800	25542	0	25,542
60	5.16	1.7	3600	31579	0	31,579
120	5.16	0.918	7200	34106	0	34,106
180	5.16	0.624	10800	34774	0	34,774
360	5.16	0.356	21600	39678	0	39,678
720	5.16	0.2	43200	44582	0	44,582
1440	5.16	0.115	86400	51270	0	51,270
Required Storage Volume (cu. ft.)						51,270
Recommended Retention Pond						1.2 acre-foot
Outlet Control Calculation						
	Allowable Runoff (cfs)	Gravity Constant (ft/s^2)	Orifice Coefficient (C)	Drop Inlet Depth (ft)	Orifice Area (sq in)	Orifice Diamter (in)
	0	32.2	0.6	3	0.00	0.00

HURRICANE BENCH LAKE AREA, 10 ACRES OF 1/4 ACRE LOTS

RETENTION FOR - 10 YEAR STORM EVENT

Using NOAA ATLAS 14 POINT PRECIPITATION INTENSITY (Inches per Hour)

Surface Calculations						
	Surface Type	Area (acres)	Coefficient	A*C	Allowable Runoff	
	Gravel/landscaping	6	0.2	1.2	0	
	Parking Area	1	0.99	0.99	0	
	Pavement/Roof	3	0.99	2.97	0	
	Total	10	0.52	5.16	0	
Storage Calculations						
Time (minutes)	A*C (Acres)	10 Year Interval (in/hr)	Time (s)	Cumulative Runoff (cu. Ft)	Allowable Runoff (cu. Ft.)	Storage (cu. Ft.)
5	5.16	3.5	300	5418	0	5,418
10	5.16	2.66	600	8235	0	8,235
15	5.16	2.2	900	10217	0	10,217
30	5.16	1.48	1800	13746	0	13,746
60	5.16	0.918	3600	17053	0	17,053
120	5.16	0.518	7200	19245	0	19,245
180	5.16	0.37	10800	20619	0	20,619
360	5.16	0.223	21600	24855	0	24,855
720	5.16	0.113	43200	25189	0	25,189
1440	5.16	0.077	86400	34328	0	34,328
Required Storage Volume (cu. ft.)						34,328
Recommended Retention Pond						0.8 acre-foot
Outlet Control Calculation						
	Allowable Runoff	Gravity Constant	Orifice Coefficient	Drop Inlet Depth	Orifice Area	Orifice Diamter
	(cfs)	(ft/s^2)	(C)	(ft)	(sq in)	(in)
	0	32.2	0.6	3	0.00	0.00

HURRICANE BENCH LAKE AREA 10 ACRES OF 1/4 ACRE LOTS

COMBINED RETENTION AND DETENTION FOR 10 & 100 YEAR STORM EVENT

Using NOAA ATLAS 14 POINT PRECIPITATION INTENSITY (Inches per Hour)

Surface Calculations						
	Surface Type	Area (acres)	Coefficient	A*C	Allowable Runoff	
	Gravel/landscaping	6	0.2	1.2	0	
	Parking Area	1	0.99	0.99	0.06534	
	Pavement/Roof	3	0.99	2.97	0.19602	
	Total	10	0.52	5.16	0.26136	
Storage Calculations						
Time (minutes)	A*C (Acres)	10 Year Interval (in/hr)	Time (s)	Cumulative Runoff (cu. Ft)	Allowable Runoff (cu. Ft.)	Storage (cu. Ft.)
5	5.16	2.99	300	4629	78.408	4,550
10	5.16	2.28	600	7059	156.816	6,902
15	5.16	1.88	900	8731	235.224	8,495
30	5.16	1.27	1800	11796	470.448	11,325
60	5.16	0.782	3600	14526	940.896	13,586
120	5.16	0.4	7200	14861	1881.792	12,979
180	5.16	0.254	10800	14155	2822.688	11,332
360	5.16	0.133	21600	14824	5645.376	9,178
720	5.16	0.087	43200	19393	11290.752	8,103
1440	5.16	0.038	86400	16941	22581.504	-
Required 100 year on top of THE 10 year Detention Storage Volume (cu. ft.)						13,586
10 year retention volume (cu.ft.)						34,328
Combined total Volume						47,914
Recommended Combined Retention + Detention Pond						1.1 acre-foot
Outlet Control Calculation						
	Allowable Runoff (cfs)	Gravity Constant (ft/s^2)	Orifice Coefficient (C)	Drop Inlet Depth (ft)	Orifice Area (sq in)	Orifice Diamter (in)
	0.26136	32.2	0.6	3	4.51	2.40

Section 3

Design Criteria

Insert the following after paragraph 6 under

STORAGE FACILITIES

All new developments that contribute runoff to any of the Frog Hollow (FH) sub-basins will be required to provide retention for the 10-year, 24-hour storm. Flows in excess of the 10-year, 24-hour storm will be required to be detained and discharged at the standard rate.



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

Date of Application _____

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: Grille @ Sand Hollow Resort
Business Phone: 435-656-4653 Email: christine@sandhollowresorts.com
Contact Person: Christine Jennison
Business Address: 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (City) (State) (Zip)
State Sales Tax Number: 14718721-004-STC Does this business have a current DABC license: Yes
Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Secor/Henderson Wedding
Event Venue: Rockbowl @ Sand Hollow Resort
5662 W. Clubhouse Dr. Hurricane Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Date (s) of the event: 9/30/2023 Alcohol Service hours: 4:00pm to 11:00pm
For the sale of (check all that apply): X Beer Heavy Beer X Wine X Liquor Flavored Malt Beverages
Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: HG Management Title: _____
Home Address: 5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (City) (State) (Zip)
Home Phone: 435-656-4653 Cell Phone: _____

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

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



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

Date of Application _____

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: Grille @ Sand Hollow Resort
Business Phone: 435-656-4653 Email: christine@sandhollowresorts.com
Contact Person: Christine Jennison
Business Address: 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (City) (State) (Zip)
State Sales Tax Number: 14718721-004-STC Does this business have a current DABC license: Yes

Business Type (check one):

Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Kwieciak Wedding
Event Venue: Rockbowl @ Sand Hollow Resort
5662 W. Clubhouse Dr. Hurricane Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Date (s) of the event: 10/14/2023 Alcohol Service hours: 4:00pm to 11:00pm
For the sale of (check all that apply): X Beer Heavy Beer X Wine X Liquor Flavored Malt Beverages
Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: HG Management Title: _____
Home Address: 5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (City) (State) (Zip)
Home Phone: 435-656-4653 Cell Phone: _____

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER
SHOWING ALL CONTROL MEASURES.



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

Date of Application _____

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: Grille @ Sand Hollow Resort
Business Phone: 435-656-4653 Email: christine@sandhollowresorts.com
Contact Person: Christine Jennison
Business Address: 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (City) (State) (Zip)
State Sales Tax Number: 14718721-004-STC Does this business have a current DABC license: Yes

Business Type (check one):

Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Bussari Wedding
Event Venue: Rockbowl @ Sand Hollow Resort
5662 W. Clubhouse Dr. Hurricane Ut 84737
(Street Number) (Suite) (City) (State) (Zip)

Date (s) of the event: 10/26/2023 Alcohol Service hours: 4:00pm to 11:00pm

For the sale of (check all that apply): ☒ Beer ☐ Heavy Beer ☒ Wine ☒ Liquor ☐ Flavored Malt Beverages

Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: HG Management Title: _____
Home Address: 5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (City) (State) (Zip)
Home Phone: 435-656-4653 Cell Phone: _____

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

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



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

Date of Application _____

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: Grille @ Sand Hollow Resort
Business Phone: 435-656-4653 Email: christine@sandhollowresorts.com
Contact Person: Christine Jennison
Business Address: 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): 5662 W. Clubhouse Dr., Hurricane, Ut 84737
(Street Number) (City) (State) (Zip)
State Sales Tax Number: 14718721-004-STC Does this business have a current DABC license: Yes

Business Type (check one):

Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Trail Hero
Event Venue: Rockbowl @ Sand Hollow Resort
5662 W. Clubhouse Dr. Hurricane Ut 84737
(Street Number) (Suite) (City) (State) (Zip)
Date (s) of the event: 10/2/2023 to 10/7/2023 Alcohol Service hours: 3:00pm to 11:00pm
For the sale of (check all that apply): X Beer Heavy Beer X Wine X Liquor Flavored Malt Beverages
Will food be available? Yes Full Meals? Yes Will minors attend the event? No

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: HG Management Title: _____
Home Address: 5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (City) (State) (Zip)
Home Phone: 435-656-4653 Cell Phone: _____

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

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 ½" X 11" SHEET OF PAPER
SHOWING ALL CONTROL MEASURES.



STAFF COMMENTS

Discussion and possible approval of **softball field renovations and construction of new fields**-Matt Hirschi

Discussion:

Matt Hirschi is proposing some renovations to the Spilsbury ball park fields 1 & 3. Currently these 2 fields are the only regulation sized fields the city owns. He would like the girls in our community to have the same opportunity as the boys to play on a regulation field. A regulation field for girls softball is 60' bases and a 200' fence. This would also include no grass in the infield.

He has discussed this issue with Darren Barney, the parks supervisor and also Doug Heideman, the city council representative over the parks. During his conversation with Darren and Doug, Darren pointed out that by making these renovations, the cost to maintain the fields would actually decrease. He stated that the fields with dirt infields are cheaper and easier to maintain. There would be an initial cost to remove the grass but after that it would be beneficial from a financial perspective. Mr. Hirschi stated that us citizens can pitch in and help remove the grass and cut that cost and help the city with this project.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **updating the Quail Creek Phase 4 reimbursement Agreement** to allow remaining vouchers to be used outside Phase 4.

Discussion:

Council approved a reimbursement agreement with Dennett Construction on March 18, 2021, for system improvements in Quail Creek Industrial Ph 4. The developer did not use all the vouchers in phase 4 so they are requesting to amend the agreement to allow them to use the vouchers for any future development. They have eleven vouchers remaining.

Findings:

Recommendation:

The City Attorney recommends that if the Council decides to amend the reimbursement agreement that future vouchers are only allowed to be used in phase 5.

Attachments:

1. Agreement - Reimbursement Agreement - Dennett Construction

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into on March 18, 2021 by and between the Hurricane City Corporation, a Utah municipal corporation, hereinafter referred to as "City", and Dennett Construction, a Utah Corporation, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

Recitals

- A. Developer is constructing project and system improvements associated with the development of Quail Creek Ph. 4
- B. To facilitate and further specify the system improvements to be provided by Developer and for which Developer is seeking reimbursement, the Parties desire to enter into this agreement.

Agreement

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

1. Developer agrees to dedicate and construct improvements to the City described below:
 - a. Upgrade to water lines in from 8" C-900 to 12" Ductile Iron Pipe.
2. Location of above-described improvements are identified on a detailed plan and attached as Exhibit "A"
3. Estimated value of the above-described improvements for the access is \$93,442.26, provided by engineer's estimate shown in exhibit "B".
4. City agrees to pay Developer for eligible reimbursable costs in the following manner:
 - a. \$93,442.26 in water impact fee vouchers to be redeemed with building permits for new construction within the Quail Creek Phase 4 Subdivision.
 - b.
5. Maximum reimbursement under this agreement shall be \$93,442.26.
6. No interest shall be paid on any amount due under the terms of this Agreement.
7. This Agreement shall expire ten (10) years from the date of signature, regardless of the total amount of reimbursement paid by City to Developer. Term may be extended if agreed upon by both Parties.

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



Hurricane City, a political subdivision of the State of Utah

By: John Brandt
Mayor

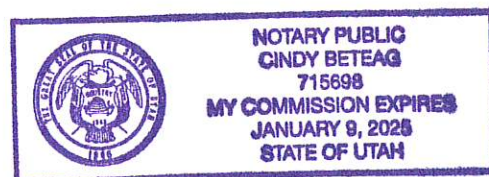
ATTEST: Cindy Beteng

Recorder

DEVELOPER,

By: Doug Bennett

Notary: Cindy Beteng



State of Utah, County of Washington

Subscribed and sworn to me on this day of
April 27, 2021
by Doug Bennett proved to
me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Exhibit A

Exhibit B

Improvement	Improvement Calculations	Total
5140 W 8" to 12"	$(\$67.90 - \$26.20) \times 2,770 =$	\$115,509
Dixie Springs Dr 10" to 12"	$(\$67.90 - \$55.70) \times 3,200 =$	\$39,040
Total		\$154,549



Dennett Construction, Inc
1413 S. Sandhill Drive
Washington, UT 84780-0490
(435)673-4783
dennettconstruction@gmail.com

INVOICE

BILL TO

Hurricane City
Water Improvements
Quail Creek Industrial Ph IV

INVOICE # 1804

DATE 02/08/2021

DUE DATE 03/10/2021

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Labor and Installation	Cost of Labor difference to install 12" ductile iron pipe instead of 8" C-900 with fittings	2,070	11.00	22,770.00
Water Pipe	Please see attached bid form MountainLand Supply #S103853085.001	1	70,672.26	70,672.26

BALANCE DUE

\$93,442.26

Total Reimburse.

\$57.64 /ft, including fittings

*300 N
8" = \$36/ft
10" = \$45.50/ft*



Bid

S103853085.001

\$130,680.02

BILL TO:

SHIP TO:

ST GEORGE WATERWORKS BIDS ONLY

THIS IS FOR BIDDING PURPOSES
OREM, UT 84057

ST GEORGE WATERWORKS BIDS ONLY

THIS IS FOR BIDDING PURPOSES
OREM, UT 84057

Customer #	Salesman	Release #	Job Name
115031	TRANSFER ACCOUNT MT LAND		

Ship Via	Terms	Expiration Date	Order Date	Ordered By	Writer
	CASH	12/23/2020	11/23/2020		KELDON JOHNSON

Part #	Qty	Description	Price	Ext.
COST DIFFERENCE BETWEEN 8" C900 LINE AND UPGRADED 12" DUCTILE LINE DIFFERENCE OF 70,672.26 DOLLARS CALL BRYAN WITH QUESTIONS (435-979-0611) THANK YOU				
6379	✓ 2070	12 CL50 DUCTILE IRON PIPE TJ	\$33.070	\$68,454.90
813252	✓ 115	12" FILELD LOG GASKET SPECIAL ORDER RETURN POLICY APPLIES	\$104.870	\$12,060.05
7704	✓ 2	12 IMP DI FLG CROSS CL/TC CEMENT LINED/TAR COATED - FLANGED DUCTILE IRON - IMPORT	\$1,042.800	\$2,085.60
7987	✓ 4	12x8 IMP DI FLG CON RED CL/TC - CEMENT LINED/TAR COATED - FLANGED CONCENTRIC REDUCER - DUCTILE IRON IMPORT	\$377.850	\$1,511.40
637680	✓ 4	2512 12 ALPxFL NRS GATE VALVE W/SQ NUT - AWWA - EDPM RW - ALPHA x FLANGED - SS BOLTS BRONZE STEM - WATEROUS	\$2,092.239	\$8,368.96
3728	✓ 1	12 IMP DI MJ 90 ELL CL/TC L/ACCY C153 - CEMENT LINED/TAR COATED MECHANICAL JOINT ELBOW - DUCTILE IRON - IMPORT	\$276.100	\$276.10
4945	✓ 3	12x6 IMP DI MJxFLG TEE CL/TC L/ACCY C153 - CEMENT LINED/TAR COATED - MECHANICAL JOINTxFLANGED - DUCTILE IRON - IMPORT	\$342.650	\$1,027.95
252652	✓ 8	FORD UFR1400-DA-12-I 12 DI M/L W/ACCY PACK - RESTRAINT - IMPORT - ACCESSORY - FOR DUCTILE IRON PIPE - 13.20	\$123.478	\$987.82
158511	4	12 150# FLG BOLT PACK 1/8 RRRG ZINC - RED RUBBER - RING ZINC BOLTS/NUTS S2BZ0F/12015RR2	\$44.167	\$176.67

\$ 46.64/ft

Part #	Qty	Description	Price	Ext.
273244	✓ 9	ROMAC 202NS-13.20x3/4 IPS 12x3/4 DI/NC SVC SAD SS/DS (12.00-13.20) DI BODY NYLON COATED SS DOUBLE STRAP SRV SADDLE - PN 286-132032	\$177.236	\$1,595.12
			Subtotal -----	\$96,544.57
8" C900				
3866	✓ 2080	8 PVC DR18 C900 PIPE BLUE 235psi (9.05 od 7.98 id)	\$7.480	\$15,558.40
741222	✓ 28	FORD UFR1350-C-8-I 8 PVC C900/DI BELL JOINT RESTRAINT - IMPORT 9.05	\$88.993	\$2,491.80
7662	✓ 2	8 IMP DI FLG CROSS CL/TC - CEMENT LINED/TAR COATED - FLANGED - DUCTILE IRON - IMPORT	\$466.400	\$932.80
637677	✓ 4	2508 8 ALPxFL NRS GATE VALVE W/SQ NUT - AWWA - EDPM RW ALPHA x FLANGED - SS BOLTS BRONZE STEM - WATEROUS	\$1,123.207	\$4,492.83
3715	✓ 1	8 IMP DI MJ 90 ELL CL/TC L/ACCY C153 - CEMENT LINED/TAR COATED MECHANICAL JOINT ELBOW - DUCTILE IRON - IMPORT	\$129.250	\$129.25
4893	✓ 3	8x6 IMP DI MJxFLG TEE CL/TC L/ACCY C153 - CEMENT LINED/TAR COATED - MECHANICAL JOINTxFLANGED - DUCTILE IRON - IMPORT	\$178.750	\$536.25
406314	✓ 8	FORD UFR1500-CA-8-I 8 MJ PVC C900 M/L W/ACCY PACK - RESTRAINT - IMPORT - ACCESSORY - 9.05	\$74.515	\$596.12
224314	✓ 9	ROMAC 202NS-9.05x3/4 IPS 8x3/4 DI/NC SVC SAD SS/DS (8.63-9.05) DI BODY NYLON COATED SS DOUBLE STRAP SRV SADDLE - PN 286-090532	\$126.095	\$1,134.86
			Subtotal -----	\$25,872.31

All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***

\$12.44/ft

Due to the impact of US Section 301 tariff escalation and continued volatility of tariff induced price increases on imported products, this pricing is based on material in stock at time of quotation. Please verify imported goods? pricing before placing your order

Subtotal	\$122,416.88
Est. S&H	\$0.00
Est. Tax	\$8,263.14
Due	\$130,680.02

0.0675

$$\Delta = 79,682.26$$

$$tax = 4,771.05$$

\$75,453.31



STAFF COMMENTS

Public Hearing to take comments on the following:

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Culinary water impact fees

Discussion:

Findings:

Recommendation:

Attachments:

None

5/18/2023

City Council packet for updating the culinary water impact fee.

This past year the Water Department has been working with Alpha Engineering to update our culinary impact fee. Earlier this year we held a City Council work meeting to discuss the culinary water impact fee draft. Susie from Zions Bank put together the financial portion. We really appreciate Zions Bank and Alpha Engineering for the work they put into this study.

On April 25th the culinary water impact fee draft was presented to the Water Board, and they voted unanimously to recommend this impact fee for approval by the City Council.

We want to present this final draft to the City Council in a public hearing. It becomes necessary to update impact fees from time to time. One of the reasons is to ensure new development pays their share, and our local citizens aren't affected inadvertently.

Please look over the prepared documents and make sure you feel this is the direction the city should go.

Thank you.

Ken Richins

HURRICANE CITY CULINARY WATER SYSTEM IMPACT FEE SCHEDULE

10-YEAR GROWTH ESTIMATES

Projected Growth of Water System

5,335 Equivalent Residential Connections

UNIT COST ANALYSIS		5335 ERC
	Cost	Cost/ERC
Construction Cost	\$3,872,029	\$725.78
Existing Storage Buy-in	\$6,426,683	\$1,204.63
Existing Distribution Buy-in	\$4,458,241	\$835.66
Consultant	\$67,500	\$12.65
Existing Bond Interest	\$168,265	\$31.54
Gross Costs	\$14,992,718	\$2,810.26
Credit for Impact Fee Balance	-\$3,301,888	-\$618.91
Credit for Series 2017 Bond		-\$34.36
Impact Costs		\$2,156.99

Impact Fee Based on Meter Size

Meter Size	Ratio	Impact Fee
5/8"	1	\$2,157
3/4"	1.44	\$3,106
1"	2.56	\$5,522
1½"	5.76	\$12,424
2"	10.24	\$22,088
3"	23.04	\$49,697
4"	40.96	\$88,350
6"	92.16	\$198,788
8"	163.84	\$353,401

Culinary Water Impact Fee Comparison

Draft

4/24/23

Based on hurricane city standard residential connection 5/8 x 3/4" meter.

<u>City</u>	<u>Connect Fee</u>	<u>Culinary Impact Fee</u>	<u>Total</u>
Toquerville	\$500	\$3,390	\$3,890
Laverkin	\$375	\$1,478	\$1,853
Ivins	\$500	\$3,331	\$3,831
Washington	\$277	\$2,412	\$2,689
Santa Clara	\$327	\$1,973	\$2,300
St George	\$2,23	\$1,996	\$2,219
Hurricane	\$500	\$1,508	\$2,058
Average	\$386	\$2298	\$2691
Hurricane (Proposed)	\$500	\$2,157	\$2,657

HURRICANE CITY CULINARY WATER SYSTEM IMPACT FEE FACILITIES PLAN

DRAFT

May 3, 2023

Table of Contents

Table of Contents.....	i
Section 1 Introduction	1
A. Scope	1
B. Impact Fee Facilities Plan Requirements	1
C. Background	1
D. Demographics.....	2
1. Population Projection	2
E. Units of Demand.....	3
Section 2 Impact Fee Facilities Plan	4
A. Existing Level of Service	4
B. Proposed Level of Service.....	4
C. Excess Capacity in Existing Facilities.....	5
1. Water Rights	5
2. Source Facilities.....	6
3. Storage Facilities	7
4. Distribution Facilities	7
D. New Development Demands on Existing Culinary Water System	8
1. Planning Period	8
2. Water Rights	8
3. Source Facilities.....	9
4. Storage Facilities	9
5. Distribution Facilities	9
E. Infrastructure Required to Meet Demands of New Development (10-Year Planning Period).....	11
F. Summary	13
G. IMPACT FEE CERTIFICATION 11-36A-306(1)	15

Section 1 Introduction

A. Scope

This Impact Fee Facilities Plan (IFFP) for the Hurricane City Culinary Water System is prepared to evaluate costs of future development of the culinary system and outline the improvements which may be funded through impact fees. The IFFP will identify needed capital improvements to serve both existing development and future development within the City during the next 10 years (plan period). The IFFP will also evaluate the existing system for excess capacity and allocate the cost (value) of that excess capacity to future development.

Much of the information forming the basis of this IFFP has been taken from the Hurricane City Culinary Water Master Plan (March 2022 Draft) and from the 1-6 Year and 7-12 Year Project Lists. The reader should refer to those documents for additional discussion of planning and evaluation methodology beyond what is contained in this report.

B. Impact Fee Facilities Plan Requirements

Requirements for the preparation of an IFFP are outlined in Title 11, Chapter 36a of the Utah Code Annotated (the Impact Fees Act). Under these requirements, an IFFP shall accomplish the following:

1. Identify the existing level of service;
2. Establish a proposed level of service;
3. Identify any excess capacity in the existing system to accommodate future growth at the proposed level of service;
4. Identify demands placed upon existing public facilities by new development; and
5. Identify the means by which demands for new development will be met.

The sections of this report have been organized to address each of these requirements.

C. Background

The existing culinary water system in Hurricane City serves approximately 52 square miles within the city's boundary. In 2021, the city had 8,433 water meters serving a demand equal to 11,185 residential culinary water connections. The 2021 population is estimated to have been 20,828 persons, resulting in an estimated 1.862 persons per Equivalent Residential Connection (ERC)

The culinary water system receives water from three wells having a combined capacity of 2,790 gallons per minute, and from two spring having an available 1,100 gallons per minute based on water rights. Total source capacity is approximately 5.6 MG per day. Hurricane City is actively working to secure additional well sources for the culinary water system.

Additional water is purchased from the Washington County Water Conservancy District, as needed, to fulfill demands.

Water is stored in 8 existing tanks spaced throughout the culinary system with a total capacity of 12 million gallons.

D. Demographics

1. Population Projection

The US Census Bureau estimates the 2020 population of Hurricane City to be 20,036 people. Table 1 shows the Washington County population projections by the Kem C. Gardner Policy Institute and the Hurricane City population projections by the Utah Geospatial Resource Center (UGRC). The UGRC projections are adjusted in Column 3 to correlate with the 2020 Census counts.

Annual growth in Hurricane City is projected to average about 3.7% from 2020 to 2040. For the planning period of 2022 to 2032 the population is projected to increase by 9951 persons.

The Culinary Water Master Plan uses a mix of residential development types which includes existing single family, new single family, multi-family, planned community, mixed use, and rural single family units. The total ERCs at build-out are estimated to be 79,702 which would lead to a build-out population of approximately 148,650, based upon 1.865 persons per ERC.

Table 1. Population Growth Projections

End of Year	Washington County ¹		Hurricane City ²		Hurricane City ³	
	Population	10-Year Growth	Population	10-Year Growth	Population	10-Year Growth
2020	182,111		17,817		20,036	
2022					21,652	
2030	265,865	146%	26,536	149%	29,841	149%
2032					31,603	
2040	337,326	127%	36,854	139%	41,444	139%
2050	401,754	119%	50,685	138%	56,998	138%
2060	464,528	116%	58,604 ⁴	116%	65,903 ⁴	116%

¹ Kem C. Gardner Policy Institute, State and County Demographic and Economic Projections 2020-2060

² Utah Geospatial Resource Center (UGRC), Utah Small Area Demographic Projections 2019-2050

³ Adjusted population by adding 2,219 persons to UGRC estimates to match 2020 Census, then apply UGRC increases

⁴ UGRC 2050 population times Gardner increase

E. Units of Demand

For purposes of this analysis, water demands are based on estimated water usage by an equivalent residential connection (ERC). Culinary water service may be provided to various users, such as car washes, schools, and commercial businesses, which use more than a typical residential user. Equivalent Residential Connections for each meter size are based upon the ratio of nominal orifice area as shown in Table 2.

Table 2. Equivalent Residential Connection Factors

Meter Size	Area (sq.in.)	Equivalent Residential Connections (ERC)
5/8"	0.307	1.00
3/4"	0.442	1.44
1"	0.785	2.56
1-1/2"	1.767	5.67
2"	3.142	10.24
3"	7.069	23.04
4"	12.566	40.96
6"	28.274	92.16
8"	50.266	163.84

Section 2 Impact Fee Facilities Plan

A. Existing Level of Service

From the Culinary Water Master Plan, the 2021 Level of Service in the existing service area is summarized in Table 3.

Table 3. Existing Level of Service (2021)

Description	2021 Culinary System Water Use ¹
Population	20,828
Meters	8,433
Equivalent Residential Connections (ERC)	11,185
Annual Usage ¹	6,413.44 AF
Average Day Demand ²	583 gpd/ERC
Peak Day Demand ²	1,015 gpd/ERC
Peak Hour Demand ³	1.41 gpm/ERC
Storage ⁴	944 gal/ERC

¹ Hurricane City Water Culinary Master Plan, Section 2.4, Table C

² Hurricane City Water Culinary Master Plan, Section 2.5, Table D

³ Peak Hour Factor = 2 x Peak Day Demand

³ 12 MG less 180,000 gal fire reserve in each tank = 10.56 MG Culinary Storage Currently Provided

B. Proposed Level of Service

The future expansion of the culinary water system is closely correlated with the Hurricane City General Plan for projected population and land uses. Development of the City is projected to consist of low, moderate, and high density housing areas, commercial/industrial areas, public areas, and open spaces with a total of 79,702 equivalent residential connections at build-out.

The proposed level of service for the Culinary Water System at build-out is summarized in Table 4.

Table 4. Proposed Level of Service (Build-Out System)

Description	Build-Out Culinary System Water Use
Population ¹	148,644
Equivalent Residential Connections (ERC)	79,702
Annual Water Usage	52,052 AF
Average Day Demand	583 gpd/ERC
Peak Day Demand (Source)	1,015 gpd/ERC
Peak Hour Demand (Distribution)	1.41 gpm/ERC
Storage	583 gal/ERC

¹ Based on 1.865 Persons per ERC

Water usage per ERC is assumed to remain constant for the purposes of this report. As expansion of the existing secondary water system occurs, it is anticipated that unit culinary water usage may decrease and the IFFP should be updated to reflect actual usage as the secondary system is expanded.

Proposed storage would be provided by 22 tanks at various locations within the individual pressure zones. Proposed level of service for storage is equal to the average day demand.

Proposed Level of Service in the Build-Out System is equal to or less than the existing Level of Service

C. Excess Capacity in Existing Facilities

For the culinary water system, facilities generally consist of 4 components:

1. Water Rights
2. Source Facilities (diversions, pumps, treatment, transmission pipelines, wells, etc.)
3. Storage Facilities
4. Distribution Facilities

1. Water Rights

Hurricane City currently owns the water rights summarized in Table 5.

Table 5. Water Rights

Description		Hurricane City Culinary System ¹
Right #	Source	
81-1143	Ash Creek Springs	97.80 AF
81-1144	Ash Creek Springs	367.62 AF
81-1145	Ash Creek Springs	360.00 AF
81-2379	Toquerville Springs	482.184 AF
812743	Upper Ash Creek Springs	3.00 AF
81-2744	Upper Ash Creek Springs	60.00 AF
81-2745	Upper Ash Creek Springs	36.00 AF
81-4126	Upper Ash Creek Springs	13.82 AF
Stratton Wells 1 & 2 / West Well		3,888.51 AF
Total		5,308.93 AF

¹ Appendix C, Hurricane City Culinary Water Master Plan

The City also has 1,640 acre feet of water available through contract with the Washington County Water Conservancy District. Water obtained from the District beyond 1,640 acre feet is purchased

Total rights, including the contract water, total 6,948.93 AF. Existing demands total 6,413.44 AF (2021), leaving about 535 AF available for future development. It is significant to note that 2021 water use per ERC is less than previous years, possibly due to conservation practices being promoted by the City. Annual ERC water use varies based on annual weather conditions and conservation measures.

The City also owns additional rights in East Hurricane totaling an estimated 967.06 acre feet. These water rights are not developed and are expected to be limited by water availability. Because water is not currently available under these rights, they are not included in this plan.

2. Source Facilities

Existing source facilities consist of the Toquerville Springs and Ash Creek Springs, and 3 wells with a total source capacity of 4,687 gallons per minute, as shown in Table 6.

The current total peak day demand of the culinary system is 7,884 gallons per minute, based on 11,185 ERCs and peak day demand of 1,015 gpd/ERC (Table 3).

There is no excess source currently available to meet peak demands for new development.

Table 6. Water Sources

Source	Capacity ¹
Toquerville Springs /Ash Creek Springs (based on Water Rights and WCWCD contract ²)	1,897 gpm
Stratton Well #1	800 gpm
Stratton Well #2	800 gpm
West Well	1,190 gpm
Total	4,687 gpm

¹ Table F, Hurricane City Culinary Water Master Plan

² Based on 1420.42 AF Hurricane Rights plus 1640 AF WCWCD contract

3. Storage Facilities

The current culinary water system has 8 storage tanks with a total capacity of 12.0 million gallons. 180,000 gallons in each tank is reserved for fire storage leaving 10.56 million gallons available for culinary use.

Proposed storage requirement (level of service) is 582 gallons per ERC, which amounts to 6.51 million gallons for the existing 11,185 ERC.

There is an excess capacity of 4.05 million gallons of storage available for future development.

4. Distribution Facilities

The existing culinary distribution system consist of approximately 193.5 miles of pipelines varying in size from 8" to 24". There are also approximately 29.2 miles of pipe 6" and smaller in size.

Hydraulic modeling of the existing culinary distribution system was performed using Bentley WaterGEMS v8i software to evaluate the system performance under both existing conditions and build-out conditions.

Minimum system performance requirements specified in Utah Administrative Code (UAC) R309-105-9 and UAC R309-510-9, as follows, were applied in the hydraulic model.

1. Fire flow of 1,000 gpm at any point in the system;
2. 20 psi minimum pressure during conditions of fire flow plus peak day demand;
3. 30 psi minimum pressure during peak instantaneous demand; and
4. 40 psi minimum pressure during peak day demand

All performance requirements were met for the current conditions.

For build-out conditions, approximately 5.25 miles of pipelines, varying from 8" to 14", had to be replaced with larger pipelines to meet all performance requirements. Approximately 188.25 miles of pipe were adequate to meet future development.

There is excess capacity in the existing distribution system for future development.

D. New Development Demands on Existing Culinary Water System

1. Planning Period

The planning period for this Impact Fee Facilities Plan is the 10-year period from 2022 to 2032. Population projections indicate an increase of 9951 persons during the planning period (Table 1). Assuming a 1.865 persons per ERC, 5,335 ERC will be added to the culinary system during the planning period.

Build-out is projected to have a total of 79,702 ERCs. With 11,185 existing ERCs and 5,335 ERCs added during the planning period, 63,182 ERCs will be added after the planning period.

Table 7. General Cost Proration Rates for Facilities

Description	Existing	10-Year Plan	Beyond 10-Years	Total
Equivalent Residential Connections (ERC)	11,185	5,335	63,182	79,702
Cost Proration Rate for New Facilities Serving Combined Existing and New Development	14.034%	6.694%	79.272%	100%
Cost Proration Rate for New Facilities Serving New Development Only		7.787%	92.231%	100%

2. Water Rights

New development on the existing culinary water system will require more water than available through existing water rights. Water for future development will have to be purchased.

Based on 2021 usage, there are about 585 AF of current rights that would be used for new development. The City is moving to reduce culinary use by limiting arable landscaping in new developments. Proposed Level of Service for annual usage (water rights) may possibly be reduced in future IFFP studies.

It is projected that 52,052 acre feet of water will be required at build-out which would require an additional 41,103 acre feet of water rights. The City is continuously seeking to obtain additional rights in new wells, but new rights are very limited. Nearly all water for new development, beyond current rights, will have to be purchased.

Water rights cannot be funded with Impact Fees.

3. Source Facilities

Current sources cannot meet existing peak day demand and, therefore, demands from new development cannot be met with existing sources.

Additional source facilities are planned to help meet peak demand of existing and new development, however it is expected that water will have to be purchased from the Washington County Water Conservancy District to supplement existing and future sources.

4. Storage Facilities

There are currently 8 water storage tanks on the existing system with a total capacity of 12.0 million gallons. 180,000 gallons of storage is reserved for fire suppression in each tank, leaving 10.56 million gallons available for culinary use. Proposed storage requirement is 583 gallons per ERC. Based on 11,185 ERC, current total storage requirement is 6.51 million gallons, leaving 4.05 million gallons available for future development. 3.12 million gallons of storage will be utilized for development within the 10-year planning period (5,335 ERC), and 0.94 million gallons will be left for development beyond the 10-year Planning Period.

Estimated value of storage, based upon recent construction costs, is \$2.068 per gallon.

Prorated value of existing storage is shown in Table 9.

Table 9. Prorated Value of Existing Storage

Description	Existing	10-Year Plan Period	Beyond 10-Years	Total
Existing Storage Used (gallons)	6,514,791	3,107,680	937,529	10,560,000
Value Allocation	61.693%	29.429%	8.878%	100%
Value of Existing Storage	\$2.068 per gallon			
Allocated Cost of Existing Storage	\$13,472,587	\$6,426,683	\$1,938,810	\$21,838,080

5. Distribution Facilities

Hydraulic analysis of the existing distribution system showed that there were approximately 5.25 miles of the existing 193.5 miles of pipe which were inadequate for build-out peak hour demand. The remaining 188.25 miles of pipe has excess capacity to meet future development demands through build-out.

Table 10 computes the value of the existing pipe that will be in use at build-out. Pipe costs are based on recent construction costs. Pipe lengths were obtained from GIS database.

Table 10. Value of Existing Pipe in Build-Out System

Value of Existing System Piping (8" and larger diameter)			
Pipe Diameter	Total Pipe Length	Cost/Ft	Total Pipe Cost
8"	617,329	\$52.87	\$32,639,607
10"	98,531	\$65.15	\$6,419,303
12"	198,958	\$78.73	\$15,664,111
14"	43,025	\$94.20	\$4,053,139
16"	15,784	\$111.84	\$1,765,294
18"	18,872	\$131.95	\$2,490,160
20"	10,638	\$153.55	\$1,633,488
24"	18,676	\$204.36	\$3,816,537
Total Value of Existing Piping			\$68,481,639
Value of Deficient Pipe Based on Build-Out Demand (pipes to be replaced in the future)			
8"	12,320	\$52.87	\$651,387
10"	1,699	\$65.15	\$110,690
12"	10,751	\$78.73	\$846,434
14"	2,921	\$94.20	\$275,171
Total Value of Deficient Piping			\$1,883,682
Value of Existing Piping in Use at Build-Out			\$66,597,957

Prorated valued of existing distribution piping is shown in Table 11.

Table 11. Prorated Value of Existing Distribution System

Description	Existing	10-Year Plan Period	Beyond 10-Years	Total
ERC	11,185	5,335	63,182	79,702
Proration	14.034%	6.694%	79.272%	100%
Value of Existing Pipe	\$66,597,957			
Allocated Cost of Existing Distribution System	\$9,346,041	\$4,458,241	\$52,793,676	\$66,597,957

E. Infrastructure Required to Meet Demands of New Development (10-Year Planning Period)

Table 12 is a list of the programmed projects that the City intends to construct during the 10-Year planning period with the prorated costs. Impact fees may be applicable to projects in the planning period for capital costs to provide service to new development.

Programmed projects for the Goulds Wash Well (Project 5), Water Department Office Addition (Project 8), and Toquerville Springs Transmission Line (Project 18) are beneficial to the existing system as well as new development. Costs for these projects include capital cost allocation to the existing system as well as near term and long term new development.

Excess storage exists in the existing system, and no new tanks are needed to serve existing demands. Five new tanks are programmed to be constructed in the plan period. All five tanks will be constructed to serve new development.

The current distribution system is adequate to serve new development with the exception of about 5.25 miles of 8" through 14" pipe that must be replaced to meet future demand. Several new pipelines are programmed to be constructed in the plan period which will extend into new service areas or provide support (such as pump stations and pressure reducing stations) to new development.

Table 12. 10-Year Projects List

Item	Project	Estimated Cost	Cost Proration			Allocated Cost		
			Existing System	10-Year Plan	Beyond 10-Year	Existing System	10-Year Plan	Beyond 10-Year
1	Pressure Reducing Valve s (3 Total)	\$ 184,406		7.787%	92.213%		\$ 14,360	\$ 170,046
2	Sky Ranch Tank (2 MG)	\$ 3,458,548		7.787%	92.213%		\$ 269,319	\$ 3,189,229
3	Sky Ranch Well	\$ 2,585,625		7.787%	92.213%		\$ 201,344	\$ 2,384,281
4	Bench Lake Well #1	\$ 2,572,500		7.787%	92.213%		\$ 200,322	\$ 2,372,178
5	Goulds Wash Well	\$ 1,522,500	14.034%	6.694%	79.272%	\$ 213,660	\$ 101,920	\$ 1,206,919
6	Rlington Parkway to 1500S Interconnection (14")	\$ 1,002,083		7.787%	92.213%		\$ 78,033	\$ 924,050
7	Purgatory Interconnection (12")	\$ 145,819		7.787%	92.213%		\$ 11,355	\$ 134,464
8	Water Department Office Addition (3,500 sq.ft.)	\$ 1,445,500	14.034%	6.694%	79.272%	\$ 202,855	\$ 96,766	\$ 1,145,880
9	South Fields Tank Interconnection 1500 S to 3000 S (14")	\$ 2,069,954		7.787%	92.213%		\$ 161,189	\$ 1,908,765
10	Dixie Springs Tank to Sky Ranch Interconnection Ph 1 (18")	\$ 5,763,003		7.787%	92.213%		\$ 448,768	\$ 5,314,235
11	600 North Pipeline (12")	\$ 835,275		7.787%	92.213%		\$ 65,043	\$ 770,232
12	Purgatory to Pecan Valley (12")	\$ 1,853,119		7.787%	92.213%		\$ 144,303	\$1,708,816
13	Pecan Valley to Tank (12")	\$ 2,914,094		7.787%	92.213%		\$ 226,922	\$ 2,687,172
14	Dixie Springs Tank to Sky Ranch Interconnection Ph 2 (18")	\$ 4,120,784		7.787%	92.213%		\$ 320,888	\$ 3,799,896
15	Water Quality/Quantity Test Well	\$ 2,000,000		7.787%	92.213%		\$ 155,741	\$ 1,844,259
16	Tank in 3400 Zone	\$ 3,182,450		7.787%	92.213%		\$ 247,819	\$ 2,934,631
17	3000 S Pump Station	\$ 1,248,188		7.787%	92.213%		\$ 97,197	\$ 1,150,991
18	Booster Transmission Line	\$ 888,300		7.787%	92.213%		\$ 69,172	\$ 819,128
19	Toquerville Springs Transmission Line	\$ 2,150,000	14.034%	6.694%	79.272%	\$ 301,721	\$ 143,927	\$ 1,704,353
20	Tank in Wal-Mart Zone	\$ 3,500,000		7.787%	92.213%		\$ 272,547	\$ 3,227,453
21	Tank in Stratton Zone	\$ 3,500,000		7.787%	92.213%		\$ 272,547	\$ 3,227,453
22	Tank in High Pressure Zone	\$ 3,500,000		7.787%	92.213%		\$ 272,547	\$ 3,227,453
Totals		\$ 50,442,148				\$ 718,236	\$ 3,872,031	\$ 45,851,881

F. Summary

There are limited excess water rights available for new development, however water rights cannot be funded through user fees.

There is no excess capacity in the existing source facilities. New programmed source facilities (wells) will serve primarily new development with one well (Goulds Wash Well) serving new and existing development. The value of new source facilities for existing development is \$ 213,660; for new development in the next 10 years is \$ 503,586; and for new development beyond 10 years is \$ 5,963,378.

There is excess capacity in the storage facilities available for new development. The value of existing storage for new development in the next 10 years is \$ 6,426,683 (Table 9). The value of existing storage for new development beyond 10 years is \$ 1,938,810. Five new programmed tanks costing a total of \$ 17,140,998 will be constructed to serve new development. The value of the new tanks is \$ 1,334,779 for new development in the next 10 years, and \$15,806,218 for new development beyond 10 years.

With the exception of a few pipelines, the existing distribution system has capacity to serve current and all projected new development to build-out. The value of existing system capacity for new development in the next 10 years is \$ 4,458,241 (Table 11). The value of existing system capacity for new development beyond 10 years is \$ 52,793,676. New distribution facilities are programmed for construction during the plan period with a total cost of \$23,175,025. The value of programmed distribution facilities for new development in the next 10 years is \$ 1,781,158, and the value of programmed distribution facilities for new development after 10 years is \$21,092,146.

Also programmed for construction in the plan period is a \$ 1,445,400 addition to the water department office. \$ 202,855 of the cost is allocated to the existing system; \$96,766 is allocated to new development in the next 10 years; and \$ 1,145,880 allocated to new development beyond 10 years.

A water quality/quantity test well is programmed for an area new development is projected, but there are no nearby wells that represent the aquifer. The test well in is to provide preliminary information for possible future well sources. Costs for the test well are allocated \$ 155,741 for new development in the plan period and \$1,844,259 for new development after 10 years.

Construction projects programmed in the next 10 years amount to \$ 50,442,148 (Table 12).
Costs of the projects are allocated as follows:

Existing Development	\$ 718,236
New Development within 10 years	\$ 3,872,031
New Development beyond 10 years	<u>\$ 45,851,881</u>
Total Construction Cost	\$ 50,442,148

New development in the next 10 years will have a total value as follows:

Construction Cost	\$ 3,872,031
Storage Buy-In	\$ 6,426,683
Existing System Buy-In	<u>\$ 4,458,241</u>
Total Cost for New Development	\$ 14,756,955

Based on 5335 new ERCs added in the next 10 years, development cost will be \$ 2,766 per new ERC.

G. IMPACT FEE CERTIFICATION 11-36A-306(1)

This IFFP has been prepared in accordance with Utah Code Title 11 Chapter 36a (the “Impact Fees Act”), which prescribes the laws pertaining to the imposition of impact fees in Utah. The accuracy of this IFFP relies in part upon planning, engineering, and other source data, provided by the City and its designees.

In accordance with Utah Code Annotated, 11-36a-306(1), Alpha Engineering makes the following certification:

I certify that the attached impact fee facilities plan:

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

Glen E Carnahan, P.E.



Hurricane City

DRAFT Culinary Water Impact Fee Analysis
May 2023



Executive Summary	2
Water Service Levels	2
Water Service Area	2
Excess Capacity.....	2
New Construction.....	2
Culinary Water System Impact Fee Calculation.....	2
Chapter 1: Overview of The Water Impact Fees	4
Summary	4
Costs to be Included in the Impact Fee	4
Utah Code Legal Requirements.....	4
Chapter 2: Impact From Growth Upon the City's Facilities and Level of Service.....	6
Projected Water Demands	6
Water Service Area.....	6
Existing and Proposed LOS Analysis.....	6
Chapter 3: Impact on Capacity from Development Activity	7
Excess Capacity.....	7
Chapter 4: System Improvements Required from Development Activity.....	8
Chapter 5: Proportionate Share Analysis 9	
Maximum Legal Water Impact Fee per ERC	9
Buy-In to Existing, Excess Capacity	9
New Construction.....	10
Consultant Costs.....	10
Impact Fee Fund Balance	10
Credits Against Impact Fees	10
Certification.....	12

EXECUTIVE SUMMARY

An impact fee is a one-time fee imposed on new development activity to mitigate the impact of new development on capital facilities. In conjunction with this Impact Fee Analysis, Alpha Engineering prepared the *Hurricane City Culinary Water System Impact Fee Facilities Plan* (IFFP) dated February 2023. The IFFP forms the basis for this impact fee analysis.

The recommended impact fee structure presented in this analysis has been prepared to satisfy the Impact Fees Act, Utah Code Ann. § 11-36a-101 et. seq., and represents the maximum impact fees Hurricane City ("City") may assess. The City will be required to use revenue sources other than impact fees to fund any projects that constitute repair and replacement, cure any existing deficiencies, or increase the level of service for existing users.

Water Service Levels

Level of service (LOS) defines the water capital facility demands that a typical Equivalent Residential Connection (ERC), will require and should pay for with impact fees. The IFFP defines existing and proposed service levels as follows per ERC:

TABLE 1: CULINARY WATER EXISTING AND PROPOSED SERVICE LEVELS

Description	Existing LOS	Proposed LOS
Average Day Demand	583 gpd/ERC	583 gpd/ERC
Peak Day Demand	1,015 gpd/ERC	1,015 gpd/ERC
Peak Hour Demand	1.41 gpm/ERC	1.41 gpm/ERC
Storage	944 gal/ERC	583 gal/ERC

Source: *Hurricane City Culinary Water System Impact Fee Facilities Plan*, pp. 4-5

With the exception of the storage component of the water system, all other components are expected to maintain existing service levels in the future.

Water Service Area

There is one service area for culinary water that encompasses the boundaries of Hurricane City.

Excess Capacity

There is 38.31 percent excess capacity in the existing storage system; 29.43 percent of total capacity will be consumed by new development over the next ten years, representing an actual cost of \$6,426,683. There is also excess capacity of 85.97 percent in the transmission system; 6.69 percent of total capacity will be consumed by new development over the next ten years, representing an actual cost of \$4,458,241.

New Construction

Total new construction costs required by growth in new development over the next 10 years are projected to reach \$3,872,029.

Culinary Water System Impact Fee Calculation

The maximum impact fee is \$2,156.99 per ERC after credits are made for the outstanding Series 2017 bonds issued for \$3,015,000.

TABLE 2: GROSS IMPACT FEE PER ERC

Summary of Maximum Impact Fee	Amount
Excess Capacity - Storage	\$1,204.63
Excess Capacity - Transmission	\$835.66
Interest on Existing Capacity	\$31.54
New Construction	\$725.78
Consultant Costs	\$12.65
Fund Balance	(\$618.91)
Gross Fee per ERC	\$2,191.35
Less: Outstanding Bond	(\$34.36)
Maximum Fee per ERC	\$2,156.99

Single-family residential fees will be charged on a per door basis. Multi-family and nonresidential impact fees are calculated by multiplying the meter size by the meter ratio and gross fee per ERC as shown in Table 3. These calculations represent the maximum impact fee that may be charged.

TABLE 3: MAXIMUM IMPACT FEE PER ERC PER METER SIZE

Meter Sizes	Meter Sizes	Max Fee
5/8"	1.00	\$2,156.99
3/4"	1.44	\$3,106.06
1"	2.56	\$5,521.88
1 1/2"	5.67	\$12,230.11
2"	10.24	\$22,087.53
3"	23.04	\$49,696.94
4"	40.96	\$88,350.12
6"	92.16	\$198,787.77
8"	163.84	\$353,400.49

CHAPTER 1: OVERVIEW OF THE WATER IMPACT FEES

Summary

An impact fee is intended to recover the City's costs of building water system capacity to serve new residential and non-residential development rather than passing these growth-related costs on to existing users through rates. The Utah Impact Fees Act allows only certain costs to be included in an impact fee so that only the fair cost of expansionary projects or existing unused capacity paid for by the City is assessed through an impact fee.

Costs to be Included in the Impact Fee

The impact fees proposed in this analysis are calculated based upon:

- Excess capacity in the City's water system;
- New capital infrastructure that will serve new development; and
- Professional and planning expenses related to the construction of system improvements that will serve new development.

The costs that cannot be included in the impact fee are as follows:

- Costs for projects that cure system deficiencies;
- Costs for projects that increase the LOS above that which is currently provided;
- Operations and maintenance costs;
- Costs of facilities funded by grants or other funds that the City does not have to repay; and
- Costs of reconstruction of facilities that do not have capacity to serve new growth.

Utah Code Legal Requirements

Utah law requires that communities and special districts prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities/districts give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to:

- (1) An impact fee analysis shall:
 - (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

- (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
 - (c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
 - (d) estimate the proportionate share of:
 - (i) the costs for existing capacity that will be recouped; and
 - (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
 - (e) identify how the impact fee was calculated.
- (2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
- (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
 - (b) the cost of system improvements for each public facility;
 - (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
 - (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
 - (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
 - (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
 - (g) extraordinary costs, if any, in servicing the newly-developed properties; and
 - (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

CHAPTER 2: IMPACT FROM GROWTH UPON THE CITY'S FACILITIES AND LEVEL OF SERVICE

Utah Code 11-36a-304(1)(a)

Projected Water Demands

The table below shows ERC growth projections which will place additional demand on the City's water system. The City's water system currently (year 2023) serves 11,888 equivalent residential connections (ERCs) which will grow to an estimated 17,223 ERCs by 2033. The growth between 2023 and 2033 is expected to be 5,335 ERCs.

Water Service Area

ERCs within Hurricane City are projected to grow as follows:

TABLE 4: GROWTH IN DEMAND

Year	ERCs
2023	11,888
2024	12,337
2025	12,803
2026	13,286
2027	13,788
2028	14,309
2029	14,849
2030	15,410
2031	15,992
2032	16,596
2033	17,223
Growth in ERCs, 2023-2033	5,335

Source: Hurricane City Culinary Water System Impact Fee Facilities Plan, p.8

Existing and Proposed LOS Analysis

Level of service (LOS) defines the water capital facility demands that a typical Equivalent Residential Connection (ERC) will require and should pay for with impact fees. The IFFP defines existing and proposed service levels as follows per ERC.

TABLE 5: EXISTING AND PROPOSED SERVICE LEVELS

Description	Existing LOS	Proposed LOS
Average Day Demand	583 gpd/ERC	583 gpd/ERC
Peak Day Demand	1,015 gpd/ERC	1,015 gpd/ERC
Peak Hour Demand	1.41 gpm/ERC	1.41 gpm/ERC
Storage	944 gal/ERC	583 gal/ERC

Source: Hurricane City Culinary Water System Impact Fee Facilities Plan, pp. 4-5

CHAPTER 3: IMPACT ON CAPACITY FROM DEVELOPMENT ACTIVITY

Utah Code 11-36a-304(1)(b)(c)

Excess Capacity

There is excess capacity in the City's water storage system. New development can be charged a buy-in fee, as part of the overall impact fee, for the capacity it consumes. Based on information provided in the Impact Fee Facilities Plan, over the next 10 years new development will consume over 29 percent of the total capacity in the water storage system, with an actual cost of \$6,426,683.

TABLE 6: STORAGE EXCESS CAPACITY

Storage System	Cost Allocation	
Cost to Allocate	\$21,838,080	
Existing %	61.693%	\$13,472,587
10 Years Plan	29.429%	\$6,426,683
10 Years+ Plan	8.878%	\$1,938,810
TOTAL	\$21,838,080	

Source: Hurricane City Culinary Water System Impact Fee Facilities Plan, p.9

There is excess capacity in the City's water transmission system. New development can be charged a buy-in fee, as part of the overall impact fee, for the capacity it consumes. Based on information provided in the Impact Fee Facilities Plan, over the next 10 years new development will consume nearly 7 percent of the total capacity in the system, with an actual cost of \$4,458,241.

TABLE 7: TRANSMISSION EXCESS CAPACITY

Transmission System	Cost Allocation	
Cost to Allocate	\$66,597,957	
Existing %	14.034%	\$9,346,041
10 Years Plan	6.694%	\$4,458,241
10 Years+ Plan	79.272%	\$52,793,676
TOTAL	\$66,597,958	

Source: Hurricane City Culinary Water System Impact Fee Facilities Plan, p.10

CHAPTER 4: SYSTEM IMPROVEMENTS REQUIRED FROM DEVELOPMENT ACTIVITY

Utah Code 11-36a-304(1)(b)(c)

The means by which the City will meet growth demands include constructing the following projects as set forth in the Impact Fee Facilities Plan. This will occur through requiring new development to pay for its fair share of existing excess capacity consumed over the next 10 years as well as paying for its fair share of new construction projects.

The cost of new capital facility construction projects over the next 10 years total \$50.4 million with \$3.87 million of those costs attributable to development over the next 10 years.

TABLE 8: NEW CONSTRUCTION IMPROVEMENTS

Item	Project	Estimated Cost	Existing System	10-Yr Plan	Beyond 10 Years
1	Pressure Reducing Valves (3 total)	\$184,406	\$0	\$14,360	\$170,046
2	Sky Ranch Tank (2MG)	\$3,458,548	\$0	\$269,319	\$3,189,229
3	Sky Ranch Well	\$2,585,625	\$0	\$201,344	\$2,384,281
4	Bench Lake Well #1	\$2,572,500	\$0	\$200,322	\$2,372,178
5	Goulds Wash Well	\$1,522,500	\$213,660	\$101,920	\$1,206,919
6	Rlington Parkway to 15005 Interconnection (14")	\$1,002,083	\$0	\$78,033	\$924,050
7	Purgatory Interconnection (12")	\$145,819	\$0	\$11,355	\$134,464
8	Water Department Office Addition (3,500 sf)	\$1,445,500	\$202,855	\$96,766	\$1,145,880
9	South Fields Tank Interconnection 1500 S 3000 S (14")	\$2,069,954	\$0	\$161,189	\$1,908,765
10	Dixie Springs Tank to Sky Ranch Interconnection Ph 1 (18")	\$5,763,003	\$0	\$448,768	\$5,314,235
11	600 North Pipeline (12")	\$835,275	\$0	\$65,043	\$770,232
12	Purgatory to Pecan Valley (12")	\$1,853,119	\$0	\$144,303	\$1,708,816
13	Pecan Valley to Tank (12")	\$2,914,094	\$0	\$226,922	\$2,687,172
14	Dixie Springs Tank to Sky Ranch Interconnection Ph 2 (18")	\$4,120,784	\$0	\$320,888	\$3,799,896
15	Water Quality/Quantity Test Well	\$2,000,000	\$0	\$155,741	\$1,844,259
16	Tank in 3400 Zone	\$3,182,450	\$0	\$247,819	\$2,934,631
17	3000 S Pump Station	\$1,248,188	\$0	\$97,197	\$1,150,991
18	Booster Transmission Line	\$888,300	\$0	\$69,172	\$819,128
19	Toquerville Springs Transmission Line	\$2,150,000	\$301,721	\$143,927	\$1,704,353
20	Tank in Wal-Mart Zone	\$3,500,000	\$0	\$272,547	\$3,227,453
21	Tank in Stratton Zone	\$3,500,000	\$0	\$272,547	\$3,227,453
22	Tank in High Pressure Zone	\$3,500,000	\$0	\$272,547	\$3,227,453
TOTAL		\$50,442,148	\$718,236	\$3,872,029	\$45,851,885

Source: Hurricane City Culinary Water System Impact Fee Facilities Plan, p.12

CHAPTER 5: PROPORTIONATE SHARE ANALYSIS

Maximum Legal Water Impact Fee per ERC

The Impact Fees Act requires the Impact Fee Analysis to estimate the proportionate share of the future and actual cost of existing system improvements that benefit new growth that can be recouped through impact fees. The impact fee for existing assets must be based on the actual costs while the fees for construction of new facilities must be based on reasonable future costs of the system.

The maximum impact fee is based on the combination of costs for water source, storage and distribution and includes buy-in costs for existing, excess capacity as well as the cost of construction of new facilities.

Buy-In to Existing, Excess Capacity

There is existing, excess capacity in the storage and transmission systems. New development should be required to pay a buy-in fee for its fair share of the excess capacity consumed over the next 10 years. Actual costs have been used in this analysis. Based on the ERCs served over the next 10 years, the buy-in cost for water storage is calculated at \$1,204.63 per ERC; the buy-in cost for transmission is \$835.66.

TABLE 9: PROPORTIONATE SHARE ANALYSIS, EXISTING EXCESS CAPACITY WATER STORAGE AND TRANSMISSION

Excess Capacity - Storage	
Cost to New Development 10 Years	\$6,426,683
Growth in ERCs, 2023-2033	5,335
Cost per ERC	\$1,204.63
Excess Capacity - Transmission	
Cost to New Development 10 Years	\$4,458,241
Growth in ERCs, 2023-2033	5,335
Cost per ERC	\$835.66

Because there is an outstanding bond, interest costs can be added to the actual cost of the existing capacity. Total interest costs on the 2017 Water Revenue Bond, issued for \$3,015,000, are \$1,367,095. These costs are allocated proportionately to new development based on the fair share of these costs attributable to new development over the next 10 years.

TABLE 10: PROPORTIONATE SHARE ANALYSIS, INTEREST COST ON SERIES 2017 OUTSTANDING BOND

Interest on Existing Capacity	Amount
Total Interest	\$1,367,095
% of Cost to Storage	25%
% of Cost to Transmission	75%
% of Storage to 10 Years	29.4%
% of Transmission to 10 Years	6.7%
Storage Interest Cost - 10 Years	\$99,347
Transmission Interest Cost - 10 Years	\$68,918
Total Interest 10 Years	\$168,265
Growth in ERCs, 2023-2033	5,335

Interest on Existing Capacity	Amount
Interest Cost per ERC	\$31.54

New Construction

Total new improvement costs attributable to new development over the next 10 will reach \$3,872,029.

TABLE 11: PROPORTIONATE SHARE ANALYSIS, NEW IMPROVEMENTS

New Construction	Amount
Cost to New Development 10 Years	\$3,872,029
Growth in ERCs, 2023-2033	5,335
Cost per ERC	\$725.78

Consultant Costs

The Impact Fees Act allows for fees charged to include the reimbursement of consultant costs incurred in the preparation of the IFFP and IFA.

TABLE 12: PROPORTIONATE SHARE ANALYSIS – CONSULTANT COSTS

Consultant Costs	Amount
Alpha	\$60,000
ZPFI	\$7,500
Growth in ERCs, 2023-2033	5,335
Cost per ERC	\$12.65

Impact Fee Fund Balance

Based on information provided by the City, there was an unspent fund balance of \$4,020,124 as of March 2023. Because existing development will benefit from new construction projects estimated at \$718,236, these funds can be used to offset existing development's fair share of costs for the new facilities, thereby resulting in a remaining fund balance of \$3,301,888. This remaining fund balance can be used to also pay for new improvements and a credit for this amount is therefore made against the future impact fees.

TABLE 13: PROPORTIONATE SHARE ANALYSIS – FUND BALANCE

Fund Balance	Amount
Culinary Water Fund Balance	\$3,301,888
Growth in ERCs, 2023-2033	5,335
Credit per ERC	\$618.91

Credits Against Impact Fees

Credits must also be calculated for the Series 2017 outstanding bond that matures in 2037. This is necessary so that new development does not pay twice – once through an impact fee and later through increased rates that cover future bond payments. The average credit that must be made, over the first five years, is \$34.36.

TABLE 14: CREDITS ON SERIES 2017 OUTSTANDING BOND

Year	P+I	Existing Payment	ERCs	Payment per ERC	NPV*
2023	\$221,775	\$57,224	11,888	\$4.81	\$39.83
2024	\$217,400	\$56,095	12,337	\$4.55	\$37.01
2025	\$217,400	\$56,095	12,803	\$4.38	\$34.31
2026	\$217,200	\$56,044	13,286	\$4.22	\$31.65
2027	\$216,800	\$55,940	13,788	\$4.06	\$29.01
2028	\$221,200	\$57,076	14,309	\$3.99	\$26.40
2029	\$220,200	\$56,818	14,849	\$3.83	\$23.73
2030	\$219,000	\$56,508	15,410	\$3.67	\$21.09
2031	\$217,600	\$56,147	15,992	\$3.51	\$18.48
2032	\$221,000	\$57,024	16,596	\$3.44	\$15.90
2033	\$219,000	\$56,508	17,223	\$3.28	\$13.25
2034	\$216,800	\$55,940	17,873	\$3.13	\$10.64
2035	\$219,400	\$56,611	18,549	\$3.05	\$8.04
2036	\$221,600	\$57,179	19,249	\$2.97	\$5.39
2037	\$218,400	\$56,353	19,976	\$2.82	\$2.69

*NPV = net present value discounted at 5 percent

Single-family residential fees will be charged on a per door basis. Multi-family and nonresidential impact fees are calculated by multiplying the meter size by the meter ratio and gross fee per ERC as shown in Table 15. These calculations represent the maximum impact fee that may be charged.

TABLE 15: MAXIMUM IMPACT FEE PER ERC OR METER SIZE

Meter Sizes	Meter Sizes	Max Fee
5/8"	1.00	\$2,156.99
3/4"	1.44	\$3,106.06
1"	2.56	\$5,521.88
1 1/2"	5.67	\$12,230.11
2"	10.24	\$22,087.53
3"	23.04	\$49,696.94
4"	40.96	\$88,350.12
6"	92.16	\$198,787.77
8"	163.84	\$353,400.49

CERTIFICATION

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the cost of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities; or
 - b. cost for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. offset costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH
AMENDING THE IMPACT FEES FOR CULINARY WATER**

WHEREAS the City of Council of Hurricane, Utah has by ordinance previously imposed impact fees in order to provide funding for public utilities and services needed to serve property and residents within the City of Hurricane; and

WHEREAS the City has undertaken a study for the purpose of preparing an Impact Fee Facilities Plan for Culinary Water in accordance with the Utah Impact Fee Act contained in Utah law which identifies the demands placed upon existing facilities and services by new development activity and the proposed means by which the City will meet those demands; and

WHEREAS the Hurricane City Council desires to give formal acceptance and approval of said impact fee facilities plan; and

WHEREAS said City Council finds and determines that said Impact Fee Facilities Plan establishes a need to impose impact fees on development activity in order to achieve an equitable allocation to the costs borne in the past and to be borne in the future; and

WHEREAS the City desires to assess and impose impact fees based upon said Culinary Water Impact Fee Facilities Plan and the analysis contained therein; and

WHEREAS a public hearing, after public notice as required by law, has been held by the Hurricane City Council on the 18th day of May 2023 to take comments on said Water Capital Facilities Plan, a copy of which has been available at the Hurricane City Office and the Hurricane Branch of the Washington County Library for a period of 10 days prior to such public hearing.

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

1. Hurricane City hereby approves and adopts the Culinary Water Impact Fee Facilities Plan and Impact Fee Analysis.

2. Based upon the analysis set forth in the Plan approved above, the City hereby adopts the following Culinary Water Impact Fee:

Impact fee per ERU, or 5/8" X 3/4" meter - \$2157

Development of projects other than single family residences requires developers to provide a calculated demand and proposed meter size. ERU's are then calculated based on plumbing code requirements.

3. In order to ensure that impact fees are imposed fairly and in order to respond to unusual circumstances in specific cases, the City may adjust the standard impact fee at the time the fee is charged. Such adjustment shall be made only upon specific written request to the City by persons subject to payment of such fees and after consideration of the matter by the City at a regular meeting of the Hurricane City Council.

4. The City may adjust the amount of impact fees to be paid on any specific development based upon studies and data submitted by the developer evidencing that the impact fee imposed is unfair or not reasonably related to the impacts caused by such new development. The application to adjust fees, together with any supporting data and studies, shall be submitted to the City staff for review and recommendation to the City Council. Within 30 days, the City Council shall consider all pertinent information and make any adjustments deemed appropriate at a regular meeting of the City Council.

5. The City may grant to a developer who constructs facilities included in the Impact Fee Facilities Plan impact fee credits in accordance with Title 9, Chapter 6 of the Hurricane City Code.

6. The City will respond to a request by a state entity, school district, or charter school for an individualized review of the fees charged to their facilities. Said response shall be completed within 30 days of the request.

7. All fees received by the City pursuant to this Ordinance shall be used, accounted for, and, as appropriate, refunded, in compliance with Utah Code Title 11, Chapter 36, Impact Fees Act, Part 6, Impact Fee proceeds

8. The City may exempt low income housing development from the imposition of an impact fee based on analysis of the broad public purpose being served by the development.

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

PASSED AND APPROVED THIS 18th DAY OF MAY, 2023.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 18th of May 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	_____	_____	_____	_____



STAFF COMMENTS

Ordinance 2023-08 - Discussion and consideration of **possible amendments to Title 1-4-5 and Title 4-3** of the Hurricane City Code

Discussion:

Last year, the City Council approved a new ordinance allowing city staff to enforce the city ordinances using a civil enforcement mechanism. The ordinance as originally passed only had fines attached for short-term rental ordinances. The benefits of this system have been that civil citations require a lower standard of evidence and keep these types of actions out of our overworked Justice Court system. The City has received interest from the Beautification Committee and others to expand the current system to other ordinances. The Beautification Committee in particular expressed concerns with the large amount of rain we have received this year that we could see a lot of overgrown weeds become dangerous fire hazards. The fees presented and ordinances this can be applied to are largely similar to the fee schedule we have found in other nearby communities.

The Beautification Committee recommended approval of this item.

Findings:

Recommendation:

Attachments:

1. Ordinance 2023-08 Civil Enforcement
2. Sec. 1_4_5.____Civil_enforcement. DRAFT
3. CHAPTER_3.____WEEDS (1)

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 1 CHAPTER 4 SECTION 5 AND TITLE 4 CHAPTER 3 WITH REGARDS TO
CIVIL ENFORCEMENT OF NUISANCES.**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 1 Chapter 4 Section 5 and Title 4 Chapter 3; and

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

WHEREAS, the proposed amendment would allow for more robust enforcement of the nuisance ordinance; and

WHEREAS, the Beautification Committee gave a positive recommendation.

BE IT HEREBY ORDAINED that Title 1 Chapter 4 Section 5 and Title 4 Chapter 3 of the Hurricane City Code shall be, and is hereby, amended as follows:

Sec. 1-4-5. Civil enforcement.

The City may impose civil penalties for the violation of any requirement, regulation, ordinance, or other provision of this Code. When imposing a civil penalty for violation of any requirement, regulation, ordinance, or other provision of this Code, the City shall follow the procedure of this section. Civil enforcement of any violation is only one option for enforcement. Nothing in this section removes the City's ability to use criminal proceedings or other enforcement strategies authorized by state law and this Code in the resolution of code violations.

- A. *Notice of violation.* Upon inspection and discovery that any provision of this Code is being violated, the Planning Director, Chief of Police, Code Enforcement Officer, City Recorder or designee, shall provide written notice of the violation to the property owner, and in addition, may provide written notice of the violation to any other responsible party.
1. The notice of violation shall:
 - a. Indicate the nature of the violation;
 - b. Order the necessary action to correct the violation;
 - c. Establish a reasonable time period for the necessary corrective actions to be completed (the "warning period"); and
 - d. State that the property owner and other responsible party (if any) will be subject to civil penalties if the violation is not corrected within the warning period.
 2. The warning period shall be the minimum time period reasonably necessary to correct the violation, given the nature of the violation and the amount of effort needed to correct the violation. The warning period could be as short as several hours or as long as several weeks.
 3. The notice of violation shall be delivered personally or mailed to the owner of record at the address shown on the records of the county recorder, or to a person designated, in writing, by

the owner of record as the owner's agent for the purpose of receiving notice of an ordinance violation. The notice of violation may also be delivered personally or mailed to any other responsible party. Personal delivery or mailing of the written notice shall serve to start the warning period.

- B. *Civil citation.* If the violation remains uncorrected at the end of the warning period, the Planning Director, Chief of Police, City Recorder or Code Enforcement Officer may issue a civil citation to the property owner and/or other responsible party.
1. The civil citation shall be personally delivered, or mailed to the property owner, as shown on the records of the county recorder.
 2. The civil citation shall serve to start the imposition and accrual of civil penalties. The civil citation shall state that civil penalties are being assessed to the property owner and/or other responsible party for each day the violation persists, beginning on the date the civil citation is personally delivered or mailed.
- C. *Referral to police department.* The Planning Director or Code Enforcement Officer may refer any violation to the Chief of Police for an immediate criminal enforcement action, as allowed by state law.
- D. *Daily violations.* If provided in the citation, each day a violation is continued or maintained after the date the civil citation is personally delivered or mailed is considered a separate violation and shall give rise to a separate civil penalty for each day of violation. The filing of an appeal does not stop the daily accrual of any penalty unless the civil hearing officer ultimately dismisses the citation.
- E. *Civil penalties.* A violation of any provision of this Code shall result in a civil penalty pursuant to the following schedule:

Violation	Penalty
Unlicensed short-term rental (see section 3-10-11)	\$750.00 per day
Violation of short-term rental licensing standards (see section 3-10-11)	\$750.00 per day
Violation of zoning and licensing standards for residential hosting (see section 10-51)	\$750.00 per day
Violation of nuisance weed code (see section 4-3)	\$50.00 per day
Violation of nuisance rubbish code (see section 4-2)	\$50.00 per day
Building without a permit (see section 9-1-3)	\$500.00 per day
Operating a business without a license (see section 3-1-4)	\$500.00 per day
Occupied recreational vehicle in a residential zone (see section 10-43-3)	\$100.00 per day

- F. *Correction of violation required.* The payment of a civil penalty does not relieve the obligation to correct the violation. The property owner or other responsible party is required to correct the violation regardless of whether or not the civil penalty has been paid.
- G. *Citation appeal.* Any person who has received a civil citation and who wishes to dispute the violation may appeal the citation in writing to the civil hearing officer within 15 calendar days after the citation

has been issued. If a person who has received a citation does not appeal within 15 days, the right to an appeal is lost. In such case, the person shall be responsible for both correcting the violation and paying all applicable civil penalties.

H. *Appeal procedures.*

1. The City Manager shall appoint the Civil Hearing Officer.
2. The Hearing Officer shall adopt rules of procedure that govern the review and adjudication of civil citation appeals. Such rules shall provide a meaningful opportunity for the appellant to present evidence documenting one of the following defenses:
 - a. At the time of the citation and at all times ensuing, the alleged violation did not and does not exist.
 - b. At the time of citation, compliance with the subject ordinance(s) would have violated the criminal laws of the state.
 - c. Compliance with the subject ordinance(s) would have presented an imminent and irreparable physical injury to persons or property.
 - d. The violation and failure to correct the violation were both caused by a force majeure event such as war, act of nature, or civil disturbance.
3. After reviewing the appeal, the Civil Hearing Officer may dismiss the citation only on a finding that one of the four defenses in paragraph 2 above applies to the appeal. If the hearing officer finds none of the defenses apply, the Hearing Officer shall uphold the citation and associated civil penalties. If the hearing officer upholds the citation, daily civil penalties shall continue to accrue after the hearing until the violation is corrected.
4. If the Hearing Officer upholds the citation, the Hearing Officer may, in the interest of justice and on behalf of the City, enter into an agreement for the delayed or periodic payment of the civil penalty by the violator.
5. If the Civil Hearing Officer upholds the citation, the hearing officer may partially or wholly abate the civil penalties for one of the following reasons only:
 - a. The violation was corrected promptly after the issuance of the civil citation and at the time of the appeal hearing the violation does not exist.
 - b. There has been a change in the actual ownership of the property where the violation exists since the time the citation was written, and the new owner is not related by blood, marriage, adoption, or common ownership to the prior owner.
- I. *Late fees.* A late fee will be assessed for any unpaid civil penalty in instances where daily penalties are not accruing (such as when a violation has been corrected on the property but the civil penalty imposed by a citation for the earlier violation has not been paid, or when the violation was transitory and the unpaid civil penalty was only imposed for the period of time the violation existed). In such cases, a late fee equivalent to 25 percent of the civil penalty will be assessed 30 days after the date the civil citation is issued, or 15 days after the date of the appeal hearing, whichever is later. The property owner shall pay any late fee that is assessed in accordance with this section.
- J. *Collection of civil penalties.* The City may file a civil action to collect any unpaid amount under this section. The violator and any responsible person shall pay for all costs of collection, including but not limited to attorney's fees and costs.

(Ord. No. 2022-13 , 4-7-2022)

Sec. 4-3-1. Definitions.

The following shall be considered weeds and shall constitute a nuisance within the meaning of this chapter:

- A. Vegetation, grasses, stubble, brush, tumbleweeds, clippings, and cuttings that endanger the public health and safety by creating:
 - 1. A fire hazard.
 - 2. A breeding ground or habitation for insects, rodents or other vermin.
 - 3. An obstruction of the public right of way.
 - 4. Grasses taller than 24 inches in heights
- B. Plants specified as noxious weeds in the Utah Noxious Weed Act, Utah Code Annotated section 4-17-1 et seq., and any regulations promulgated under the Utah Noxious Weed Act.
- C. The following shall not be considered weeds:
 - 1. Plants growing on a hillside with a slope of 25 percent or greater which are necessary to stabilize the hillside or to prevent erosion of the hillside.
 - 2. Vegetation that is maintained in its natural, undisturbed state in areas of open space within the City, provided that such vegetation is not a noxious weed and does not pose a fire hazard to adjacent structures.
- D. For purposes of this chapter, "agriculture" shall be defined as:
 - 1. The tilling of soil;
 - 2. The raising of crops, produce, horticulture, and gardening; and
 - 3. The keeping or grazing of domestic animals.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-2. Standard of weed control.

Weeds shall be maintained through mowing, tilling, or chemicals so they do not create a public nuisance as described in subsection 4-3-1A.

- A. *Disposal.* Weeds that are rototilled, disked, or removed by the root must be buried under the soil, removed from the property or composted. Weeds may not be left in piles on vacant property.
- B. *Exception.* If a property exceeds five acres in area or has difficulties in weed eradication due to topography and is not in close proximity to buildings or in a situation that does not create a fire hazard to surrounding properties, the weeds shall be maintained, mowed or sprayed for 30 feet from all property lines, public rights-of-way, structure(s), utilities and 15 feet from all fire protection devices.
- C. *Agricultural use of property exempt.* The provisions of this chapter shall not apply to any property used for agricultural purposes, as defined herein, provided that such agricultural use is conducted in accordance with sound agricultural practices and does not violate any federal or state law regulating weed control.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-3. Initial notification of nuisance.

Upon being made aware of a possible violation, the Nuisance Officer shall make an investigation and determination of a possible nuisance. If the Nuisance Officer determines that a nuisance exists, the Nuisance Officer shall send written notice to the property owner, as shown by the county property tax records, stating:

- A. That a nuisance exists in violation of this Code;
- B. Generally describing the conditions constituting the nuisance;
- C. A time frame of not less than 15 days and not more than 30 days for bringing the property into compliance with this Code; and
- D. That in the event the nuisance is not remedied within the time frame stated in the notice, the Nuisance Officer may proceed to notice of violation.

(Ord. 2020-22, 6-23-2021)

Sec. 4-3-4. Notice of violation.

- A. In the event that the nuisance is not remedied within the time frame stated in the notice required in section 4-3-3, the Nuisance Officer shall prepare a written notice of violation in accordance with the following:
 - 1. The written notice shall be delivered in person or sent by mail to the owner of the property and any non-owner occupant of the property.
 - 2. The notice shall identify the property owner of record.
 - 3. The notice shall describe the property and the nature of the violation, based on the investigation made by the Nuisance Officer.
 - 4. The notice shall require that the property owner, occupant, or other person responsible for the property eradicate, destroy, and remove any weeds identified in the notice within ten days of the date on which the notice was delivered or postmarked.
 - 5. The notice shall state that in the event of noncompliance, the City, by and through the Nuisance Officer, shall have the right to enter upon the premises and employ all necessary means to eradicate, destroy, and remove the weeds, with all costs and expenses thereof to be assessed against the property and/or property owner.
- B. Notice of violation shall not be required more than once in each annual season of growth for weeds on a particular property.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-5. Abatement.

If an owner or occupant, after receiving notice as outlined in section 4-3-4 of this chapter, fails to eradicate, destroy, or remove the weeds on property described in the notice, the Nuisance Officer may take all steps necessary to abate the nuisance, including the employment of all necessary assistance to enter the property and eradicate, destroy, or remove the weeds. Within ten days thereafter, the Nuisance Officer shall:

- A. Prepare an itemized statement which includes:
 - 1. The address of the property.

-
2. An itemized list of and demand for payment of all expenses, including administrative expenses, incurred by the City to abate the weeds.
 3. The address of the City Treasurer where payment can be made.
 4. Notice to the property owner and occupant that failure to pay the expenses may result in a lien on the property.
 5. Notice that the owner may file a written objection to all or part of the statement within 20 days after the statement postmark and where to file the objection.
- B. Deliver or send by certified mail the itemized statement to the owner of record as shown by the records of the county recorder.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-6. Failure to pay or owner objection to payment.

If an owner fails to timely file a written objection or pay the amount set forth in the statement under subsection 4-3-5A of this chapter, the City shall certify the past due costs and expenses to the county treasurer.

- A. The treasurer shall then enter the amount of the costs and expenses on the assessment and tax rolls of the county in the column prepared for that purpose. If current tax notices have been mailed, the treasurer of the county may carry the costs and expenses on the assessment and tax rolls to the following year.
- B. After entry by the treasurer, the amount entered:
1. Shall have the force and effect of a valid judgment of the district court;
 2. Shall constitute a lien upon the property; and
 3. Shall be collected by the treasurer at the time of the payment of general taxes.
- C. Upon the property owner's payment of the costs and expenses:
1. The judgment shall be satisfied;
 2. The lien shall be released from the property; and
 3. Receipt shall be acknowledged upon the general tax receipt issued by the treasurer.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-7. Objection by owner.

- A. In the event that the property owner files an objection in accordance with section 4-3-6 of this chapter, the City shall:
1. Hold a hearing before the City Council in accordance with the open and public meetings act.
 2. Mail or deliver notice of the hearing date and time to the property owner at least ten days before the date of the hearing.
 3. Review and determine actual cost of abatement incurred by the City.
- B. If, upon conclusion of the hearing, the City Council determines that the property owner is responsible to reimburse City for the actual cost of abatement:

-
1. The property owner shall pay said costs within 30 days after the date of the hearing, or
 2. If the property owner fails to pay within 30 days, City may certify the past due costs and expenses to the county treasurer and it shall be processed as described in section 4-3-6 of this chapter.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-8. Enforcement by criminal action.

In addition to any other provision contained in this chapter, any owner, occupant or person having an interest in property subject to this chapter who shall fail to comply with the provisions of this chapter shall be guilty of an infraction and upon conviction thereof, subject to penalty as provided in section 1-4-1 of this Code. The commencement of criminal proceedings for the purpose of enforcing the provisions of this chapter shall not be conditioned upon prior issuance of a notice or the granting to the defendant an opportunity to abate or remove the nuisance. The provisions of this chapter relating to notice and abatement shall be deemed merely alternative and additional methods of securing conformity to the provisions of this chapter.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

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

PASSED AND APPROVED this ____ day of May 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 18th of May 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

Sec. 1-4-5. Civil enforcement.

The City may impose civil penalties for the violation of any requirement, regulation, ordinance, or other provision of this Code. When imposing a civil penalty for violation of any requirement, regulation, ordinance, or other provision of this Code, the City shall follow the procedure of this section. Civil enforcement of any violation is only one option for enforcement. Nothing in this section removes the City's ability to use criminal proceedings or other enforcement strategies authorized by state law and this Code in the resolution of code violations.

- A. *Notice of violation.* Upon inspection and discovery that any provision of this Code is being violated, the Planning Director, Chief of Police, Code Enforcement Officer, City Recorder or designee, shall provide written notice of the violation to the property owner, and in addition, may provide written notice of the violation to any other responsible party.
 - 1. The notice of violation shall:
 - a. Indicate the nature of the violation;
 - b. Order the necessary action to correct the violation;
 - c. Establish a reasonable time period for the necessary corrective actions to be completed (the "warning period"); and
 - d. State that the property owner and other responsible party (if any) will be subject to civil penalties if the violation is not corrected within the warning period.
 - 2. The warning period shall be the minimum time period reasonably necessary to correct the violation, given the nature of the violation and the amount of effort needed to correct the violation. The warning period could be as short as several hours or as long as several weeks.
 - 3. The notice of violation shall be delivered personally or mailed to the owner of record at the address shown on the records of the county recorder, or to a person designated, in writing, by the owner of record as the owner's agent for the purpose of receiving notice of an ordinance violation. The notice of violation may also be delivered personally or mailed to any other responsible party. Personal delivery or mailing of the written notice shall serve to start the warning period.
- B. *Civil citation.* If the violation remains uncorrected at the end of the warning period, the Planning Director, Chief of Police, City Recorder or Code Enforcement Officer may issue a civil citation to the property owner and/or other responsible party.
 - 1. The civil citation shall be personally delivered, or mailed to the property owner, as shown on the records of the county recorder.
 - 2. The civil citation shall serve to start the imposition and accrual of civil penalties. The civil citation shall state that civil penalties are being assessed to the property owner and/or other responsible party for each day the violation persists, beginning on the date the civil citation is personally delivered or mailed.
- C. *Referral to police department.* The Planning Director or Code Enforcement Officer may refer any violation to the Chief of Police for an immediate criminal enforcement action, as allowed by state law.
- D. *Daily violations.* If provided in the citation, each day a violation is continued or maintained after the date the civil citation is personally delivered or mailed is considered a separate violation and shall give rise to a separate civil penalty for each day of violation. The filing of an appeal does not stop the daily accrual of any penalty unless the civil hearing officer ultimately dismisses the citation.

- E. *Civil penalties.* A violation of any provision of this Code shall result in a civil penalty pursuant to the following schedule:

Violation	Penalty
Unlicensed short-term rental (see section 3-10-11)	\$750.00 per day
Violation of short-term rental licensing standards (see section 3-10-11)	\$750.00 per day
Violation of zoning and licensing standards for residential hosting (see section 10-51)	\$750.00 per day
<u>Violation of nuisance weed code (see section 4-3)</u>	<u>\$50.00 per day</u>
<u>Violation of nuisance rubbish code (see section 4-2)</u>	<u>\$50.00 per day</u>
<u>Building without a permit (see section 9-1-3)</u>	<u>\$500.00 per day</u>
<u>Operating a business without a license (see section 3-1-4)</u>	<u>\$500.00 per day</u>
<u>Occupied recreational vehicle in a residential zone (see section 10-43-3)</u>	<u>\$100.00 per day</u>

- F. *Correction of violation required.* The payment of a civil penalty does not relieve the obligation to correct the violation. The property owner or other responsible party is required to correct the violation regardless of whether or not the civil penalty has been paid.
- G. *Citation appeal.* Any person who has received a civil citation and who wishes to dispute the violation may appeal the citation in writing to the civil hearing officer within 15 calendar days after the citation has been issued. If a person who has received a citation does not appeal within 15 days, the right to an appeal is lost. In such case, the person shall be responsible for both correcting the violation and paying all applicable civil penalties.
- H. *Appeal procedures.*
1. The City Manager shall appoint the Civil Hearing Officer.
 2. The Hearing Officer shall adopt rules of procedure that govern the review and adjudication of civil citation appeals. Such rules shall provide a meaningful opportunity for the appellant to present evidence documenting one of the following defenses:
 - a. At the time of the citation and at all times ensuing, the alleged violation did not and does not exist.
 - b. At the time of citation, compliance with the subject ordinance(s) would have violated the criminal laws of the state.
 - c. Compliance with the subject ordinance(s) would have presented an imminent and irreparable physical injury to persons or property.
 - d. The violation and failure to correct the violation were both caused by a force majeure event such as war, act of nature, or civil disturbance.
 3. After reviewing the appeal, the Civil Hearing Officer may dismiss the citation only on a finding that one of the four defenses in paragraph 2 above applies to the appeal. If the hearing officer finds none of the defenses apply, the Hearing Officer shall uphold the citation and associated civil penalties. If the hearing officer upholds the citation, daily civil penalties shall continue to accrue after the hearing until the violation is corrected.
 4. If the Hearing Officer upholds the citation, the Hearing Officer may, in the interest of justice and on behalf of the City, enter into an agreement for the delayed or periodic payment of the civil penalty by the violator.

-
5. If the Civil Hearing Officer upholds the citation, the hearing officer may partially or wholly abate the civil penalties for one of the following reasons only:
- a. The violation was corrected promptly after the issuance of the civil citation and at the time of the appeal hearing the violation does not exist.
 - b. There has been a change in the actual ownership of the property where the violation exists since the time the citation was written, and the new owner is not related by blood, marriage, adoption, or common ownership to the prior owner.
- I. *Late fees.* A late fee will be assessed for any unpaid civil penalty in instances where daily penalties are not accruing (such as when a violation has been corrected on the property but the civil penalty imposed by a citation for the earlier violation has not been paid, or when the violation was transitory and the unpaid civil penalty was only imposed for the period of time the violation existed). In such cases, a late fee equivalent to 25 percent of the civil penalty will be assessed 30 days after the date the civil citation is issued, or 15 days after the date of the appeal hearing, whichever is later. The property owner shall pay any late fee that is assessed in accordance with this section.
- J. *Collection of civil penalties.* The City may file a civil action to collect any unpaid amount under this section. The violator and any responsible person shall pay for all costs of collection, including but not limited to attorney's fees and costs.

(Ord. No. 2022-13 , 4-7-2022)

CHAPTER 3. WEEDS

Sec. 4-3-1. Definitions.

The following shall be considered weeds and shall constitute a nuisance within the meaning of this chapter:

- A. Vegetation, grasses, stubble, brush, tumbleweeds, clippings, and cuttings that endanger the public health and safety by creating:
 - 1. A fire hazard.
 - 2. A breeding ground or habitation for insects, rodents or other vermin.
 - 3. An obstruction of the public right of way.
 - 4. Grasses taller than 24 inches in heights
- B. Plants specified as noxious weeds in the Utah Noxious Weed Act, Utah Code Annotated section 4-17-1 et seq., and any regulations promulgated under the Utah Noxious Weed Act.
- C. The following shall not be considered weeds:
 - 1. Plants growing on a hillside with a slope of 25 percent or greater which are necessary to stabilize the hillside or to prevent erosion of the hillside.
 - 2. Vegetation that is maintained in its natural, undisturbed state in areas of open space within the City, provided that such vegetation is not a noxious weed and does not pose a fire hazard to adjacent structures.
- D. For purposes of this chapter, "agriculture" shall be defined as:
 - 1. The tilling of soil;
 - 2. The raising of crops, produce, horticulture, and gardening; and
 - 3. The keeping or grazing of domestic animals.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-2. Standard of weed control.

Weeds shall be maintained through mowing, tilling, or chemicals so they do not create a public nuisance as described in subsection 4-3-1A.

- A. *Disposal.* Weeds that are rototilled, disked, or removed by the root must be buried under the soil, removed from the property or composted. Weeds may not be left in piles on vacant property.
- B. *Exception.* If a property exceeds five acres in area or has difficulties in weed eradication due to topography and is not in close proximity to buildings or in a situation that does not create a fire hazard to surrounding properties, the weeds shall be maintained, mowed or sprayed for 30 feet from all property lines, public rights-of-way, structure(s), utilities and 15 feet from all fire protection devices.
- C. *Agricultural use of property exempt.* The provisions of this chapter shall not apply to any property used for agricultural purposes, as defined herein, provided that such agricultural use is conducted in

accordance with sound agricultural practices and does not violate any federal or state law regulating weed control.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-3. Initial notification of nuisance.

Upon being made aware of a possible violation, the Nuisance Officer shall make an investigation and determination of a possible nuisance. If the Nuisance Officer determines that a nuisance exists, the Nuisance Officer shall send written notice to the property owner, as shown by the county property tax records, stating:

- A. That a nuisance exists in violation of this Code;
- B. Generally describing the conditions constituting the nuisance;
- C. A time frame of not less than 15 days and not more than 30 days for bringing the property into compliance with this Code; and
- D. That in the event the nuisance is not remedied within the time frame stated in the notice, the Nuisance Officer may proceed to notice of violation.

(Ord. 2020-22, 6-23-2021)

Sec. 4-3-4. Notice of violation.

- A. In the event that the nuisance is not remedied within the time frame stated in the notice required in section 4-3-3, the Nuisance Officer shall prepare a written notice of violation in accordance with the following:
 - 1. The written notice shall be delivered in person or sent by mail to the owner of the property and any non-owner occupant of the property.
 - 2. The notice shall identify the property owner of record.
 - 3. The notice shall describe the property and the nature of the violation, based on the investigation made by the Nuisance Officer.
 - 4. The notice shall require that the property owner, occupant, or other person responsible for the property eradicate, destroy, and remove any weeds identified in the notice within ten days of the date on which the notice was delivered or postmarked.
 - 5. The notice shall state that in the event of noncompliance, the City, by and through the Nuisance Officer, shall have the right to enter upon the premises and employ all necessary means to eradicate, destroy, and remove the weeds, with all costs and expenses thereof to be assessed against the property and/or property owner.
- B. Notice of violation shall not be required more than once in each annual season of growth for weeds on a particular property.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-5. Abatement.

If an owner or occupant, after receiving notice as outlined in section 4-3-4 of this chapter, fails to eradicate, destroy, or remove the weeds on property described in the notice, the Nuisance Officer may take all steps

necessary to abate the nuisance, including the employment of all necessary assistance to enter the property and eradicate, destroy, or remove the weeds. Within ten days thereafter, the Nuisance Officer shall:

- A. Prepare an itemized statement which includes:
 - 1. The address of the property.
 - 2. An itemized list of and demand for payment of all expenses, including administrative expenses, incurred by the City to abate the weeds.
 - 3. The address of the City Treasurer where payment can be made.
 - 4. Notice to the property owner and occupant that failure to pay the expenses may result in a lien on the property.
 - 5. Notice that the owner may file a written objection to all or part of the statement within 20 days after the statement postmark and where to file the objection.
- B. Deliver or send by certified mail the itemized statement to the owner of record as shown by the records of the county recorder.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-6. Failure to pay or owner objection to payment.

If an owner fails to timely file a written objection or pay the amount set forth in the statement under subsection 4-3-5A of this chapter, the City shall certify the past due costs and expenses to the county treasurer.

- A. The treasurer shall then enter the amount of the costs and expenses on the assessment and tax rolls of the county in the column prepared for that purpose. If current tax notices have been mailed, the treasurer of the county may carry the costs and expenses on the assessment and tax rolls to the following year.
- B. After entry by the treasurer, the amount entered:
 - 1. Shall have the force and effect of a valid judgment of the district court;
 - 2. Shall constitute a lien upon the property; and
 - 3. Shall be collected by the treasurer at the time of the payment of general taxes.
- C. Upon the property owner's payment of the costs and expenses:
 - 1. The judgment shall be satisfied;
 - 2. The lien shall be released from the property; and
 - 3. Receipt shall be acknowledged upon the general tax receipt issued by the treasurer.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-7. Objection by owner.

- A. In the event that the property owner files an objection in accordance with section 4-3-6 of this chapter, the City shall:
 - 1. Hold a hearing before the City Council in accordance with the open and public meetings act.

-
2. Mail or deliver notice of the hearing date and time to the property owner at least ten days before the date of the hearing.
 3. Review and determine actual cost of abatement incurred by the City.
- B. If, upon conclusion of the hearing, the City Council determines that the property owner is responsible to reimburse City for the actual cost of abatement:
1. The property owner shall pay said costs within 30 days after the date of the hearing, or
 2. If the property owner fails to pay within 30 days, City may certify the past due costs and expenses to the county treasurer and it shall be processed as described in section 4-3-6 of this chapter.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)

Sec. 4-3-8. Enforcement by criminal action.

In addition to any other provision contained in this chapter, any owner, occupant or person having an interest in property subject to this chapter who shall fail to comply with the provisions of this chapter shall be guilty of an infraction and upon conviction thereof, subject to penalty as provided in section 1-4-1 of this Code. The commencement of criminal proceedings for the purpose of enforcing the provisions of this chapter shall not be conditioned upon prior issuance of a notice or the granting to the defendant an opportunity to abate or remove the nuisance. The provisions of this chapter relating to notice and abatement shall be deemed merely alternative and additional methods of securing conformity to the provisions of this chapter.

(Ord. 2011-7, 7-21-2011; Ord. 2020-22, 11-5-2020)



STAFF COMMENTS

Discuss and consider **closing 100 W between State Street and 100 S** to vehicle traffic.

Discussion:

Hurricane City's General Plan states "[t]he City supports the transition of 100 West (from State Street to 100 South) from a vehicular road to a plaza, provided that the transition is accompanied by the development of additional, adequate parking (p 64)" and "Explore feasibility of using 100 West (from State Street to 100 South) as a pedestrian oriented plaza (p. 64)." This possibility has been further explored in the proposed draft downtown master plan. After some review, staff would like the City Council to consider a temporary closure of the road to vehicle traffic for the summer. This would allow the City to review the closure and make recommendations on a permanent solution.



Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of new **private hangar lease agreement** at the City Airport. -Final Design Group, LLC / Stephen Lemmon

Discussion:

Mr. Lemmon has acquired the existing hangar improvements at lot 7S1E of the airport and is requesting a new lease. The lease is for private, noncommercial use. The form of the lease is the version that was most recently approved by the City Council.

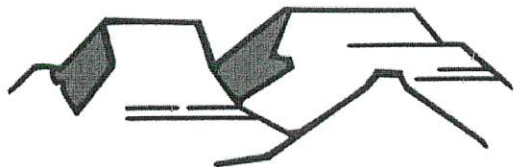
Findings:

Recommendation:

The Airport Advisory Board unanimously recommended approval of the proposed lease.

Attachments:

1. 230516 Proposed Lease Executed by Steve Lemmon only (7S1E)



HURRICANE CITY
UTAH

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

Final Design Group LLC
STATION LEMMON

Effective Date: _____

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement")) is entered into as of the 21 day of MARCH, 2023 by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and FINAL DESIGN GROUP, a LLC, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 2500 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as 781E on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An ("Aircraft") shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until 2043, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first years rent payment will be prorated to the next August 1st payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use,

occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole

discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location on the Airport property, or to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenant's current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of

the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenant's Improvements being deemed transferred to the City upon the City accepting the same or (2) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (2), City may do so in any manner acceptable to City pursuant to Section 10.B.

B. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

C. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits

submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

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

If to Tenant:

FINAL DESIGN GROUP LLC
STEPHEN LEMMON
39 South Main
HURRICANE, UTAH 84737

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: STEPHEN LEMMON
Its: MANAGING PARTNER

Attest:

Cindy Beteag, City Recorder

X Stephen Lemmon

Approved as to form:

Dayton Hall, City Attorney



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None