



HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING AND PUBLIC HEARING

December 12, 2024

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its Regular Meeting and Public Hearing electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, December 12, 2024.

All public meetings are available via ZOOM conference call and YouTube Live.

Interested parties may join by dialing in as follows:

Zoom Meeting URL: <https://zoom.us/j/4356594739>

To join by telephone dial: US: +1 408 638 0986

Meeting ID: 435 659 4739

YouTube Live Channel: <https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/>

Regular Meeting and Public Hearing

6:00 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Council Minutes
 1. [November 14, 2024 Town Council Meeting Minutes DRAFT](#)
- IV. Follow up of Items from Approved Minutes
- V. Committee Updates
 1. Planning Commission - *Planning Commissioner Joel Pieper*
 2. Economic Development Committee - *Council Member Severini*
 3. Design Review Committee - *Town Planner Thomas Eddington*
 4. Parks, Open Space and Trails (POST) Committee - *Council Member Baier*
 5. Transportation Committee - *Council Member Haselton*
- VI. Public Input - Floor open for any attendee to speak on items not listed on the agenda
- VII. Public Hearing**
 1. [Discussion and possible approval of an Ordinance regarding updates related to subdivision procedures pursuant to Senate Bill 174 \(2023\) and House Bill 476 \(2024\), including technical corrections and amendments to Hideout Municipal Code Titles 3, 10, and 11](#)
- VIII. Agenda Items
 1. [Discussion and possible action to authorize the Mayor to negotiate terms on a long-term lease for a fire station on Town-owned property](#)
 2. [Discussion and possible approval for the Mayor to enter into an agreement for litigation counsel with Fabian VanCott](#)
 3. [Discussion and possible approval of Ordinance 2024-O-XX Establishing a 2025 Regular Meeting Schedule for the Meetings of the Town Council of Hideout, Utah](#)
- IX. Closed Executive Session - Discussion of pending or reasonably imminent litigation, personnel matters, deployment of security personnel, devices or systems, and/or sale or acquisition of real property as needed
- X. Meeting Adjournment

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Mayor or City Recorder at 435-659-4739 at least 24 hours prior to the meeting.

HIDEOUT TOWN COUNCIL

10860 N. Hideout Trail

Hideout, UT 84036

Phone: 435-659-4739

Posted 12/11/2024

File Attachments for Item:

1. November 14, 2024 Town Council Meeting Minutes DRAFT

Minutes
 Town of Hideout
 Town Council Regular Meeting and Public Hearing
 November 14, 2024

The Town Council of Hideout, Wasatch County, Utah met in Regular Meeting on November 14, 2024 at 6:00 pm electronically via Zoom and in the City Council Chambers located at 10860 N. Hideout Trail, Hideout, Utah.

Regular Meeting

I. Call to Order

Mayor Rubin called the meeting to order at 6:03 pm and reminded participants that the meeting was held as a hybrid meeting, both electronically via Zoom and in-person at Hideout Town Hall.

II. Roll Call

Attending Remotely: Mayor Philip Rubin
 Council Member Chris Baier
 Council Member Jonathan Gunn
 Council Member Carol Haselton
 Council Member Ralph Severini

Excused: Council Member Bob Nadelberg

Staff Present: Recorder for Hideout Alicia Fairbourne

Staff Attending Remotely: Town Administrator Jan McCosh
 Town Attorney Polly McClean
 Town Planner Thomas Eddington
 Town Engineer Gordon Miner

Public Present: none.

Public Attending Remotely: Rob Sant, Jay Springer, Scott Dubois, Valeree Roper, Planning Commissioner Tony Matyszczyk, and others who may have logged in using a partial name or using only a phone number.

III. Public Input - Floor open for any attendee to speak on items not listed on the agenda

Mayor Rubin opened the floor for public comments at 6:05 pm.

Council Member Severini took the opportunity to thank residents for attending the previous night's Ross Creek Open House. He noted it was well-attended and characterized the event as collaborative and productive, with participants having an opportunity to provide input on the future development near Ross Creek. He expressed gratitude for the community's engagement.

Mayor Rubin acknowledged Council Member Severini's comments and apologized for his absence from the event, noting his appreciation for the community's involvement.

1 With no further public comments, the Mayor Rubin closed public input at 6:07 pm.

2 **IV. Public Hearing**

3 **1. Consideration and possible approval of a proposed lot combination in the Soaring Hawk** 4 **Subdivision, lots 65 and 66, located at 11476 N White Tail Ct and 1081 E Black Hawk Way** 5 **(parcel ID # 00-0021-1018 and 00-0021-2017)**

6 Town Planner Thomas Eddington presented the proposal, noting that the combination would
 7 create a single lot of approximately 0.5 acres. The property fell under the Resort Specially Planned
 8 Area zoning district (RSPA), with setbacks governed by the HOA Design Review Committee and
 9 public utility easements (PUEs).

10 Key conditions of approval included:

- 11 1. A maximum building height of 35 feet, consistent with HOA recommendations.
- 12 2. A single curb cut for the driveway, positioned safely away from the intersection.
- 13 3. Adherence to setback requirements of 20 feet (front), 15 feet (sides), and 20 feet (rear).
- 14 4. Preservation of topography and vegetation outside construction areas.
- 15 5. Removal of any duplicate utility stubs resulting from the lot combination.
- 16 6. Verification that no active utility lines existed in the vacated utility easement.

17 Council Member Gunn inquired about potential utility needs from providers such as Rocky
 18 Mountain Power and Comcast. Mr. Eddington confirmed that alternative utility easements should
 19 be available but would reach out to the utility companies for confirmation. Council Member Gunn
 20 also emphasized the importance of explicitly limiting the building height to 35 feet, which was
 21 added as a condition.

22 There being no further comments from Council, Mayor Rubin opened the floor for public
 23 comment at 6:18 pm.

24 There being no comments, Mayor Rubin closed public comment at 6:19 pm and asked for a
 25 motion.

26 ***Motion: Council Member Gunn moved to approve Resolution 2024-R-12 approving a***
 27 ***subdivision amendment for lots 65 and 66 in the Soaring Hawk Phase 2 subdivision, with***
 28 ***amended language to include that the applicant agreed to remove any duplicate utility stubs***
 29 ***if any exist and add a 35-foot building height restriction. Council Member Haselton made the***
 30 ***second. Voting Yes: Council Member Baier, Council Member Gunn, Council Member***
 31 ***Haselton, and Council Member Severini. Absent from voting: Council Member Nadelberg.***
 32 ***There were none opposed. The motion carried.***

33 **V. Agenda Items**

34 **1. Consideration to authorize the Mayor to enter into an amendment to the MIDA Interlocal** 35 **Agreement which will allow for certain sales taxes to be paid into the Municipal Services** 36 **Fund**

37 Mayor Rubin introduced the agenda item and explained that the amendment stemmed from prior
 38 discussions during the Deer Springs Subdivision project. He noted that the change would allow

1 the Town to use additional funds for general municipal purposes rather than restricting them to
2 development-specific improvements.

3 Town Attorney Polly McLean provided an overview of the proposed amendment, highlighting
4 that the revised agreement would apply not only to current projects but also to future
5 developments within the Military Installation Development Authority (MIDA) area that met
6 specific criteria. Ms. McLean explained that the amendment required an update to the Interlocal
7 Agreement, which MIDA has supported, and added that this would bring additional flexibility
8 and revenue to the Town.

9 Rob Sant, an Economic Development Consultant, detailed the financial implications of the
10 amendment, contrasting the original and revised agreements. Under the original terms, the
11 Development Fund received the majority of property taxes, sales taxes, and resort community
12 taxes. With the amendment, the Municipal Services Fund would now include revenues from the
13 resort tax (1.1%) and sales tax (1%), generating significant financial benefits for the Town. Mr.
14 Sant used projections from the Deer Springs development to illustrate the impact, showing an
15 increase in average annual municipal revenues from approximately \$34,000 to nearly \$100,000.
16 He emphasized that these funds, now directed to the Municipal Services Fund, would be
17 unrestricted for general use.

18 Council Members posed questions to ensure clarity. Council Member Severini asked about the
19 accuracy of the revenue projections compared to actual figures and sought details on how the
20 funds would be allocated. Mr. Sant clarified that the projections were forward-looking and
21 reflected a 65% increase in the Town's share of sales and resort taxes. Council Member Gunn
22 inquired about potential downsides or additional responsibilities for the Town. Mr. Sant assured
23 the Council that the costs for municipal services would not increase as a result of the amendment
24 and that the Town would benefit from additional funding to support existing obligations.

25 The discussion also highlighted the uniqueness of MIDA's cooperation. Mr. Sant noted that
26 MIDA's willingness to amend the agreement reflected the fact that Hideout had not been fully
27 developed when MIDA's bonding obligations were established, allowing greater flexibility than
28 seen in other MIDA projects.

29 Ms. McLean confirmed that the amendment required no further revisions and that it would next
30 go to MIDA's Board for approval in January. The Council agreed that the amendment was a net
31 positive for the Town, ensuring additional municipal funds while maintaining existing
32 obligations.

33 There being no further questions from Council, Mayor Rubin asked for a motion.

34 ***Motion: Council Member Severini moved to authorize the Mayor to enter into an amendment***
35 ***to the MIDA Interlocal Agreement which will allow for certain sales taxes to be paid into the***
36 ***Municipal Services Fund. Council Member Baier made the second. Voting Yes: Council***
37 ***Member Baier, Council Member Gunn, Council Member Haselton, and Council Member***
38 ***Severini. Absent from voting: Council Member Nadelberg. There were none opposed. The***
39 ***motion carried.***

40 Before moving on, Mayor Rubin and Council Member Severini underscored the importance of
41 monitoring the financial impact of nightly rental revenues. Mayor Rubin highlighted the need for
42 quarterly updates to the Council to maintain visibility on this critical revenue stream. Council
43 Member Severini added that previous meeting notes had called for improvements in tracking and

1 applying best practices to monitor these revenues effectively. Both stressed the need to prioritize
 2 presenting first-quarter financials at the next Council meeting to ensure timely reporting and
 3 oversight.

4 **2. Consideration of a possible approval of Resolution 2024-R-XX adopting the Engineering**
 5 **Standard Specifications and Drawings Manual**

6 Mayor Rubin introduced the item, noting that the resolution reflected significant efforts by
 7 Gordon Miner, the Town Engineer, to update and streamline the engineering standards for the
 8 community.

9 Mr. Miner provided an overview of the changes, emphasizing that the current standards were
 10 embedded in the Town Code, a format that has proven cumbersome for both developers and
 11 engineers. The proposal aimed to consolidate these standards into a manual, codified by reference,
 12 making them more accessible and easier to navigate. Mr. Miner highlighted some specific
 13 updates, including adjustments to street widths and the addition of high-back curbs. The new
 14 street width, at 33 feet of traversable pavement, met fire code requirements and addressed long-
 15 standing concerns about parking on narrow streets. Mr. Miner explained that high-back curbs
 16 improved stormwater management and facilitated snowplowing, while rolled curbs—currently
 17 more common in Town—presented challenges during snow removal.

18 Mr. Miner also introduced a proposed standard streetlight design that was provided by the Public
 19 Works Director, Daniel Allen. The dark-sky-compliant fixtures would be installed at intersections
 20 and significant bends in the road, balancing safety with the Town's commitment to preserving
 21 dark skies. Mr. Miner noted that the absence of a standard light post in the past has resulted in
 22 inconsistency across subdivisions, and this proposal would bring uniformity moving forward.

23 Council Members raised several concerns about the scope of changes, the clarity of the proposed
 24 updates, and the ability to compare new standards with existing ones. Council Member Gunn
 25 expressed difficulty in understanding the technical details and suggested a simplified summary
 26 highlighting major changes. Council Member Severini also requested a high-level summary of
 27 key updates and their impacts, particularly on costs and benefits. Mr. Miner acknowledged these
 28 concerns but noted that the existing standards and the proposed manual differ so significantly in
 29 structure and content that a direct side-by-side comparison would be impractical. However, he
 30 agreed to identify major changes and their implications for future discussion.

31 The Mayor and Council agreed that a clearer explanation of the key updates and benefits was
 32 needed before moving forward with adoption. It was decided to table the resolution and revisit
 33 the discussion at the next meeting. Mayor Rubin expressed appreciation for Mr. Miner's efforts,
 34 emphasizing the importance of having clear and standardized guidelines for development in the
 35 Town. In the meantime, Council Members were encouraged to reach out to Mr. Miner
 36 individually with questions or suggestions.

37 **3. Consideration of an approval of an amendment to the Interlocal Agreement with Heber**
 38 **Valley Animal Services**

39 Mayor Rubin explained that the Interlocal Agreement with Heber Valley Animal Services,
 40 initially approved in April, had undergone minor updates prompted by feedback from other
 41 participating jurisdictions. These updates primarily involved rewording and naming adjustments,
 42 with no substantive changes to the agreement's key provisions. Mayor Rubin emphasized the

1 importance of aligning the agreement’s language with the finalized version being used by all
2 stakeholders.

3 Ms. McLean elaborated on the updates, confirming that the agreement's fundamental structure
4 remained unchanged. She reiterated that the Town’s financial contribution would continue to be
5 based on its population percentage relative to participating jurisdictions, with census data guiding
6 the calculation. She stressed the criticality of approving the amendment, as failing to do so would
7 leave the Town without animal control services. She also addressed concerns about potential cost
8 increases, noting that while the agreement included a provision allowing the Board to increase
9 operating costs by up to 15% annually, this would not result in a significant impact on the Town's
10 budget due to its comparatively small share.

11 Council Member Gunn inquired about the possibility of alternative service providers and whether
12 the cost increases might strain the Town’s budget. Mayor Rubin and Ms. McLean clarified that
13 Heber Valley Animal Services was the sole provider of such services in the county, making the
14 agreement essential. Mayor Rubin also assured the Council that cost adjustments could be
15 reviewed during the Town’s annual budget process, offering an opportunity to assess
16 affordability.

17 Council Member Severini agreed with the necessity of approving the agreement, recognizing the
18 lack of private animal control services and the community’s reliance on the existing arrangement.
19 Mayor Rubin commended Heber Valley Animal Services for its cost-conscious approach and
20 partnerships with nonprofit organizations to minimize expenses while maintaining quality care.
21 He recommended approval, noting that the revised agreement was nearly identical to the version
22 previously authorized.

23 *Motion: Council Member Severini moved to authorize the Mayor to execute an amended*
24 *Interlocal Agreement with Heber Valley Animal Services. Council Member Haselton made*
25 *the second. Voting Yes: Council Member Baier, Council Member Gunn, Council Member*
26 *Haselton, and Council Member Severini. Absent from voting: Council Member Nadelberg.*
27 *There were none opposed. The motion carried.*

28 **4. Consideration of authorizing Town Treasurer Jami Heiner access to the Town's Public**
29 **Treasurer's Investment Fund (PTIF) account**

30 The Council discussed authorizing Town Treasurer Jami Heiner to access the Town’s Public
31 Treasurer’s Investment Fund (PTIF) account. Mayor Rubin explained that this was a routine
32 process, as the State Auditor requires Council approval to designate the individual with access.
33 Ms. McLean confirmed this was part of the state's checks and balances.

34 Council Member Severini asked about insurance coverage for the Treasurer’s access, and Ms.
35 McCosh clarified that the Treasurer was bonded under the Town's insurance. Mayor Rubin added
36 that the PTIF was used to manage Town funds, earning higher interest rates than traditional bank
37 accounts, which had been an ongoing strategy for the Town.

38 With no further questions from Council, Mayor Rubin asked for a motion.

39 *Motion: Council Member Gunn moved to approve Resolution 2024-R-13, authorizing the*
40 *Town’s Treasurer, Jami Heiner, access to the Town's PTIF account. Council Member*
41 *Severini made the second. Voting Yes: Council Member Baier, Council Member Gunn,*

1 *Council Member Haselton, and Council Member Severini. Absent from voting: Council*
 2 *Member Nadelberg. There were none opposed. The motion carried.*

3 **5. Discussion of an Ordinance regarding updates related to subdivision procedures pursuant**
 4 **to Senate Bill 174 (2023) and House Bill 476 (2024), including technical corrections, and**
 5 **amendments to Hideout Municipal Code Titles 3, 8, 9, 10, 11, 12, and 13**

6 Ms. McLean introduced attorney Jay Springer from Smith Hartvigsen, who had been working on
 7 revising the Town's Code to align with the state's new requirements. The Planning Commission
 8 had reviewed the proposed changes but had not yet forwarded a recommendation to the Town
 9 Council.

10 Mr. Springer outlined the primary updates, focusing on Titles 3, 10, and 11. Title 3 revisions
 11 clarified powers and authorities to ensure consistency with the subdivision procedures, while
 12 Titles 10 and 11 addressed specific procedural changes. A significant shift discussed was the
 13 requirement to review and approve subdivision improvement plans—engineering drawings and
 14 standards—at a single stage of the process, either preliminary or final. Hideout opted to front-
 15 load the process at the preliminary stage, a less common but permissible approach. This decision
 16 would mean that subdivision applications must include finalized, construction-ready plans during
 17 the preliminary review phase.

18 The Council discussed the practical implications of this front-loaded process, including the need
 19 for developers to provide fully compliant plans upfront. Mr. Springer clarified that while this
 20 process ensured comprehensive reviews early on, it also prohibited modifications to subdivision
 21 improvement plans during the final stage unless it were to address life-safety issues. Council and
 22 staff raised concerns about potential conflicts, including identifying errors missed during review
 23 and whether the new approach aligned with other state code provisions.

24 Further clarifications included:

- 25 • The applicability of the law to single-family, two-family, and townhome subdivisions
 26 only.
- 27 • Mixed-use developments fall outside the scope of SB 174 if they include commercial or
 28 multi-family components.
- 29 • Master Development Agreements (MDAs) and phased projects would need upfront
 30 negotiations to ensure compliance, with MDAs being optional unless developers sought
 31 deviations from existing code.

32 Council Member Gunn emphasized the need to revisit the Town's standards, zoning, and sensitive
 33 land overlays to ensure alignment with the new procedures. The Council also discussed enhancing
 34 communication with the Planning Commission, suggesting regular Council attendance at
 35 Planning Commission meetings to maintain alignment and awareness. Mayor Rubin underscored
 36 the importance of adapting to the state's requirements while preserving local control as much as
 37 possible.

38 Mr. Springer concluded by noting that state funding had covered the legal updates and that
 39 Hideout was on track for December adoption. He warned that failure to adopt the updated
 40 ordinance would default the Town to the state's unmodified base-level code, which lacked
 41 municipal protections. He anticipated further refinement in 2025 as the Council and staff adapt to
 42 the new regulations.

1 **6. Consideration of authorizing the Mayor to enter into a professional services agreement**
2 **with Latham Excavation & Services, LLC**

3 Mayor Rubin explained that the Town previously relied on Jordanelle Special Service District
4 (JSSD) for services such as water, sewer, and storm drain maintenance, but they declined to
5 continue an agreement. Latham Excavation & Services was selected following an RFP process
6 where cost, capabilities, and qualifications were evaluated by a committee that included Mr.
7 Miner, Mayor Rubin, and other staff members. Latham Excavation was determined to be the most
8 qualified and cost-effective candidate.

9 The proposed agreement would allow the Town to engage Latham Excavation for planned
10 maintenance and emergency events as needed, within the budgeted amount of approximately
11 \$100,000. Mayor Rubin clarified that services exceeding the budget would require Council
12 approval unless an emergency occurred. Routine maintenance, such as sewer flushing, would
13 proceed as planned, while funds were also allocated for unforeseen issues.

14 Council Member Gunn raised a concern regarding the pricing of parts and materials, specifically
15 asking how costs would be determined. Mr. Miner confirmed that the contract specified a 25%
16 markup on acquisition costs. Council Member Gunn also noted that, per the Town's code, every
17 contract must include a "not to exceed" amount and suggested this be set to align with the
18 allocated budget. Ms. McLean agreed and confirmed that the contract would be amended to
19 include this provision. She also clarified that the agreement would be reviewed annually, with
20 flexibility to adjust the not-to-exceed amount based on budget changes.

21 Council Member Severini inquired whether the agreement included a retainer or minimum
22 payment requirement. Mr. Miner clarified that the agreement was entirely on-demand, and there
23 would be no charges if services were not requested. Mayor Rubin confirmed that while the
24 agreement does not obligate payments without work performed, regular maintenance activities
25 outlined in the Town's engineering maintenance plan would necessitate scheduled services,
26 meaning some level of spending was anticipated.

27 Mayor Rubin explained that the agreement covered both planned maintenance activities, such as
28 sewer line flushing and valve checks, and emergency response work. Different rates were
29 provided for these two scenarios, reflecting the urgency of emergency services compared to
30 scheduled tasks. Mayor Rubin also emphasized the advantages of the company's proximity to the
31 Town, noting they were based in Kamas, which allowed for quicker response times.

32 Mr. Miner added that the evaluation committee independently reviewed and ranked all proposals,
33 unanimously selecting Latham Excavation as the top candidate. This ensured a fair and objective
34 selection process.

35 The Council agreed to proceed with the agreement, with an amendment to add a "not to exceed"
36 clause.

37 ***Motion: Council Member Gunn moved to authorize the Mayor to enter into a professional***
38 ***services agreement with Latham Excavation & Services, LLC with the addition of a not to***
39 ***exceed clause with a line amount not to exceed the FY25 budget. Council Member Haselton***
40 ***made the second. Voting Yes: Council Member Baier, Council Member Gunn, Council***
41 ***Member Haselton, and Council Member Severini. Absent from voting: Council Member***
42 ***Nadelberg. There were none opposed. The motion carried.***

1 **VI. Committee Updates**

2 **1. Planning Commission - *Planning Chair Tony Matyszczyk***

3 Planning Commission Chair Tony Matyszczyk provided an update on upcoming agenda items,
4 including zoning issues with Mr. Springer, which the Planning Commission aimed to finalize
5 soon due to end-of-year deadlines.

6 Key projects under review included:

- 7 1. **Wildhorse (Tim Schoen Project):** Resolved height issues but now included retaining
8 walls exceeding the town code (12-16 feet).
- 9 2. **Rocky Mountain Power:** Initial review of a utility pole replacement project.
- 10 3. **Elkhorn Springs (Nate Brockbank Project):** Resubmitted with an additional 42 acres,
11 restarting the review process.
- 12 4. **Shoreline Phase 4 Final Subdivision Review:** Continued to December for plat
13 reconfiguration.

14 Chair Matyszczyk emphasized the need for better coordination between the Planning Commission
15 and Town Council under the new state regulations. Mayor Rubin agreed, stressing the importance
16 of alignment to avoid inefficiencies and public miscommunication. The Planning Commission
17 also planned to clarify questions with Mr. Springer regarding changes to existing plats and the
18 applicability of old versus new rules for ongoing projects.

19 **2. Community Engagement Committee - *Committee Chair Valeree Roper***

20 Community Engagement Committee Chair Valeree Roper announced that the Committee was
21 partnering with the Christian Center of Park City (CCPC) for a December food drive to replenish
22 local food shelves during the holidays. Drop-off locations would include Town Hall and various
23 developments throughout the community. The food drive would begin on December 1, with
24 CCPC handling collection and distribution. Mayor Rubin emphasized the importance of
25 promoting the food drive through the Town's communication channels, including emails and app.
26 Ms. Roper confirmed that she was coordinating with town staff and would prepare a flyer for
27 distribution to ensure residents were informed.

28 Ms. Roper also mentioned that the Committee was planning community events for spring and
29 summer.

30 **3. Economic Development Committee - *Council Member Severini***

31 Council Member Severini provided an update on the Economic Development Committee's recent
32 community engagement event regarding development at the Ross Creek entrance, held at Town
33 Hall. He reported strong attendance, with estimates exceeding 60 participants. The event featured
34 a series of poster boards designed to convey information and gather public input, allowing
35 attendees to provide feedback using stickers. Council Member Severini noted positive responses
36 from the community, as well as media coverage from Park Record and ABC News.

37 Ms. McCosh added that follow-up comments were overwhelmingly positive, with residents
38 expressing appreciation and interest in similar events moving forward. She confirmed that a

1 survey was being prepared to gather additional input and that a summary of the event would be
2 posted on the Town's website.

3 The Council discussed the importance of maintaining momentum, analyzing the feedback
4 quickly, and using the input to refine the Town's vision for economic development. Mayor Rubin
5 emphasized the goal of leveraging this input to guide future planning efforts and identify potential
6 development partners.

7 **4. Design Review Committee - Town Planner Thomas Eddington**

8 Mr. Eddington provided a brief update on the Design Review Committee, noting that all current
9 construction projects had been reviewed. He mentioned that upcoming projects may include
10 Elkhorn Springs, depending on its progression, and potentially the Schoen project (Wildhorse).
11 Other than these, no new reviews were anticipated in the immediate future, as existing projects
12 were already underway.

13 **5. Parks, Open Space and Trails (POST) Committee - Council Member Baier**

14 Council Member Baier reported that the POST Committee met to discuss grant opportunities and
15 winter grooming plans for Ross Creek, including potential equipment purchases. She thanked
16 John and Kathleen Hopkins for pre-marking the single-track trail to enable grooming.

17 The Committee was awaiting a Wildlife Collision Mitigation Study draft from UDOT, Bio-West,
18 and DNR, following an October site visit. Council Member Haselton mentioned receiving a
19 preliminary version, which may need wider distribution. Council Member Baier noted that the
20 study would help identify strategies and funding options for mitigation.

21 Council Member Severini mentioned that Jody Gettings, CEO of Wasatch Wildlife, may be a
22 potential resource. Ms. McCosh confirmed she would be invited to the next POST meeting for
23 further discussion.

24 **6. Transportation Committee - Council Member Haselton**

25 Council Member Haselton provided updates from the Transportation Committee, noting that the
26 new Park City Transit schedule would take effect on December 8, though it had not yet been
27 finalized. She planned to share the schedule with staff for distribution to the community once it
28 became available.

29 Council Member Haselton also highlighted increasing usage of Park City transit services from
30 Richardson Flat and mentioned a new app under development that would consolidate private
31 transportation options to Salt Lake City and local destinations. She would provide further details
32 on the app and its services as they became available.

33 **VII. Approval of Council Minutes**

34 **1. October 10, 2024 Town Council Meeting Minutes DRAFT**

35 There were no corrections to the minutes.

36 ***Motion: Council Member Severini moved to approve the October 10, 2024 Town Council***
37 ***Meeting Minutes as presented. Council Member Gunn made the second. Voting Yes: Council***
38 ***Member Baier, Council Member Gunn, and Council Member Severini. Abstaining from***

1 *Voting: Council Member Haselton. Absent from Voting: Council Member Nadelberg. There*
2 *were none opposed. The motion carried.*

3 **2. November 2, 2024 Special Town Council Meeting Minutes DRAFT**

4 There were no corrections to the minutes.

5 *Motion: Council Member Haselton moved to approve the November 2, 2024 Special Town*
6 *Council Meeting Minutes as presented. Council Member Severini made the second. Voting*
7 *Yes: Council Member Baier, Council Member Gunn, Council Member Haselton, and Council*
8 *Member Severini. Absent from voting: Council Member Nadelberg. There were none opposed.*
9 *The motion carried.*

10 **VIII. Follow up of Items from Approved Minutes**

11 Council Member Severini highlighted the need to follow up on revisiting existing revenue models
12 related to short-term rentals, referencing the October 10 meeting minutes. Mayor Rubin agreed
13 and emphasized the importance of improving quarterly financial communications, noting that the
14 Town was legally required to provide updates. He directed staff to prioritize the first fiscal quarter
15 report for December, ensuring compliance and better transparency.

16 **IX. Closed Executive Session - Discussion of pending or reasonably imminent litigation,**
17 **personnel matters, deployment of security personnel, devices or systems, and/or sale or**
18 **acquisition of real property as needed**

19 There was no need for a Closed Executive Session.

20 **X. Meeting Adjournment**

21 There being no further business, Mayor Rubin asked for a motion to adjourn.

22 *Motion: Council Member Gunn moved to adjourn the meeting. Council Member Haselton*
23 *made the second. Voting Yes: Council Member Baier, Council Member Gunn, Council*
24 *Member Haselton, and Council Member Severini.*

25 The meeting adjourned at 8:47 pm.

26
27
28
29 _____
30 Alicia Fairbourne, Recorder for Hideout
31

File Attachments for Item:

1. Discussion and possible approval of an Ordinance regarding updates related to subdivision procedures pursuant to Senate Bill 174 (2023) and House Bill 476 (2024), including technical corrections and amendments to Hideout Municipal Code Titles 3, 10, and 11

HIDEOUT COUNCIL MEETING

STAFF REPORT



Meeting Date: December 12, 2024
 Applicant: Hideout Town Council
 Planner: Jay L. Springer, Attorney (attending)
 Polly McLean, City Attorney (attending)
 Project Type: Subdivision Ordinance Text Amendment
 Areas Affected: All of the Town of Hideout

SUBJECT: Proposed amendment to the Municipal Code of Hideout, Title 3 Planning Commission and Administrative Law Judge, Title 10 Building and Development Standards, and Title 11 Subdivision Regulations to comply with review timeframes, review cycle limits, land use authority designations and other amendments mandated by Senate Bill 174 (2023) (SB 174) and House Bill 476 (2024) (HB 476).

RECOMMENDATION: Recommend a motion to adopt the ordinance, along with any revisions desired by the Council, and with direction to staff to ensure related documents are updated in accordance with these revisions, including the application checklists.

SUMMARY & BACKGROUND

In 2023 and 2024, the Utah State Legislature adopted SB 174 and HB 476, which amend and establish various land use and development requirements for municipalities and counties, including subdivision review procedures. The “effective date” of the amended subdivision review procedures for SB 174 is December 31, 2024 for small towns (fewer than 5,000 residents). SB 174 includes sweeping changes and definitional changes that previously were not imposed on municipalities. HB 476 includes both practical and definitional changes.

Legislative Mandate:

The primary effects of Senate Bill 174 are:

- Requires cities and counties to identify an administrative land use authority for subdivision review and preliminary subdivision application approval for single-family dwellings, two-family dwellings, and townhomes;
- Prohibits city and county councils from acting as an administrative land use authority for subdivision plats or plat amendments—except for plat amendments or vacations that seek to reduce or remove dedicated public rights-of-way;
- Establishes subdivision review procedures for cities and counties, including defining review cycles and permitted requests, and establishes timelines and noticing requirements;
- Requires that a pre-application meeting be available to any interested applicant; and
- Requires certain standards be made publicly available on the municipal website.

The primary effects of House Bill 476 are:

- Establishes that a subdivision improvement plan may be submitted with either a preliminary or final subdivision application but may not be required for both;
- Clarifies that a municipality may not require more than four review cycles for a subdivision improvement plan review and this applies to either the preliminary or final stage of the process depending on when the municipality requires a subdivision improvement plan be submitted;
- Establishes that a municipality may not engage in a substantive review outside the review cycle; and
- Adjusts the timelines for application review to include additional time for municipalities to review and respond with a population of 5,000 or less.

Review Procedure and Criteria:

The Hideout Town Council is the legislative authority for the subdivision and related ordinances text amendments. The Council cannot amend the ordinances without first submitting the amendment to the Hideout Town Planning Commission for the Planning Commission's recommendation. The Planning Commission must hold a public hearing, review the proposed revisions, and recommend an action to the Council. The Council must then hold a public meeting after which it may adopt, adopt with revisions, or reject the proposed text amendments recommended by the Planning Commission.

A text amendment can be approved if it is reasonably debatable that the decision could promote the public welfare. It is not necessary to show that the decision actually promotes the public welfare, or is the best alternative, as long as it is reasonably debatable that the public could benefit from the decision. Similarly, a text amendment can be denied if it is reasonably debatable that the decision could detrimentally impact the public welfare.

Summary of Meetings, Planning Commission Recommendation and Next Steps:

The Planning Commission met and held a public hearing on October 17, 2024. A recommendation was tabled so staff could incorporate specific text to address topics discussed in the meeting, and allow time for the Town Attorney to provide additional input, and conduct additional cleanup. The direction of the Planning Commission is to require all detail, including subdivision improvement plans, at preliminary application. An application for a final subdivision plat approval, which would occur after approval of the preliminary application, would be essentially limited to finalizing for signature and recording. Additionally, updates to the application forms and checklists to comply with these updates are in progress. The engineering standards that relate to all development have been reviewed as they relate to these changes, but will require separate action by the Council.

The Council held a discussion meeting on November 14, 2024. Staff and the City attorney continued refining the draft for presentation to the Planning Commission, which then held another public meeting and hearing on November 21, 2024. The Planning Commission passed a positive recommendation for adoption of the amendments to the Council by a narrow margin.

TOWN OF HIDEOUT**ORDINANCE 2024-O-XX****AN ORDINANCE AMENDING HIDEOUT MUNICIPAL CODE TITLES 11 AND 12 REGARDING SUBDIVISION PROCEDURES**

WHEREAS, Hideout is a municipality and has authority to regulate subdivisions in general pursuant to Utah Code Ann. Subsection 10-9a-601 et seq.; and

WHEREAS, revisions to the existing Subdivision Ordinance of Hideout are required to comply with Senate Bill 174 (2023); and

WHEREAS, revisions to the existing Subdivision Ordinance of Hideout are required to comply with House Bill 476 (2024); and

WHEREAS, Hideout has authority to adopt subdivision regulations and procedures pursuant to Utah Code Ann. § 10-9a-501 or identify other statute or ordinance that provides authority in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Chapter 9a, Utah Code, to establish an administrative land use authority for subdivisions and other provisions as necessary and appropriate to comply with Senate Bill 174 (2023) and House Bill 476 (2024); and

WHEREAS, the Council deems it necessary to amend its ordinances accordingly, and for the protection and preservation of the public health, safety, and general welfare.

BE IT ORDAINED BY THE HIDEOUT COUNCIL as follows:

1. Sections of Titles 3, 10, and 11 are repealed, replaced, and amended as shown on **Attachment A** to this Ordinance. All other provisions of the Hideout Municipal Code remain in full force and effect.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
3. Direction. Staff are authorized and directed to make such non-substantive changes and take other actions required to finalize, post, and publish this Ordinance.
4. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

Passed and Adopted by the Town Council of Hideout, Utah, this _____ day of _____, in the year 2024.

TOWN OF HIDEOUT

Philip J. Rubin, Mayor

ATTEST:

Alicia Fairbourne, Recorder for Hideout

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TITLE 3 PLANNING COMMISSION AND ADMINISTRATIVE LAW JUDGE

3.02.050 POWERS AND DUTIES

The planning commission shall have such powers and functions and shall perform such duties as prescribed by Utah Code Title 10-9a, and any further amendments of or supplements to which may hereafter be enacted, and shall also have such powers and functions and perform such other duties in connection with the planning and zoning of the town as may hereafter be prescribed by any ordinance. The planning commission shall be designated as the administrative land use authority for preliminary approval of all subdivision applications, and may not be the land use authority for final approval of subdivision applications for developments single-family, two-family, or townhome dwelling units.

3.02.090 NOTICE REQUIREMENTS

- A. If any applicant desires to have an item placed on the agenda for the regular meeting of the Planning Commission, a complete application (inclusive of all supporting content and required documents such as site plans, building elevations, etc.) and all associated fees and escrow funds must be submitted to the Recorder's Office no later than 10:00 am mountain time forty-five (45) calendar days prior to the Planning Commission's regularly scheduled meeting. If any required application items are delivered after the time set forth in this section, such application items will be placed on the agenda for the following regular meeting of the Planning Commission.
- B. This section makes no changes to any Land Use application schedule or deadlines outlined within existing Town Code or within any duly adopted Master Development Agreement. Those schedules and/or deadlines must be completed prior to any affected item being placed upon the agenda as outlined above.
- C. All applications for property development and/or use permits shall be actively pursued to a final decision by the town. If no activity such as plan submittals, reviews, meetings, or communication by the applicant has occurred on an application for one hundred eighty (180) days, the application will be deemed as inactive, and the file closed. The applicant may submit a written request to maintain the application as active, wherein upon finding that there is good cause and reasonable belief that the application will be pursued to completion, the Town Planner, or their designee may grant a one-time ninety (90) day extension. Once a file is closed, an applicant will be required to pay all applicable fees and reapply for permits or development.

3.04.06 POWERS AND DUTIES

The Administrative Law Judge shall hear and decide:

- A. Appeals from zoning decisions applying the zoning ordinance;
- B. Variances from the terms of the zoning ordinance.
- C. Nonconforming Uses: The Administrative Law Judge may make determinations regarding the existence, expansion or modification of nonconforming uses.

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- D. Administrative Enforcement Appeals (Title 13)
- E. Any actions by the Board of Adjustment in the Hideout Municipal Code for an action by the Board of Adjustment shall be administered by the Administrative Law Judge.
- F. Any other appeal authority which may be delegated by the Mayor, except those that appeals from subdivision improvement plans, as defined in Utah Code Section 10-9a-401.2, which may not be delegated to the Administrative Law Judge.

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TITLE 10 BUILDING AND DEVELOPMENT STANDARDS

10.04.14 EXPIRATION OF BUILDING PERMITS

A building permit ~~shall automatically~~ expires if construction is not begun within one year (1) from the date the building permit was issued. A building permit ~~shall automatically~~ expires if construction is not completed and a Certificate of Occupancy and Land Use Compliance obtained within two (2) years from the date the building permit was issued. The Building Official may, for good cause shown, extend the expiration date for a period of time not to exceed one (1) additional year. Inactivity on a building site exceeding 180 days will be grounds for a permit to expire upon written notice from the Building Official.

10.06.02 LANDSCAPING AND MAINTENANCE REQUIREMENTS

Landscaping requirements within each zone shall adhere to the following standards:

- A. Landscaping shall follow criteria established in Section 10.08.36 in this Title.
- B. New plant materials should be planted in a way that respects existing planting patterns. Trees, shrubs, and ground cover are usually found in groups of similar species. New planting should follow the patterns characteristic to the Site and should, as much as possible, harmonize with them.
- C. The existing landscape, vegetation and topography are to be considered when siting structures and designing outdoor spaces.
- D. The preservation of natural vegetation or planting of new native vegetation is strongly encouraged for all residential and commercial properties and shall make up no less than 50% of a property's total landscape area (exclusive of building footprint and paved areas).
- E. The following water-efficient landscape standards for new construction are required:
 1. No lawn is permitted on parking strips or areas less than eight (8) feet in width in new development.
 2. No more than 35% of front and side yard landscaped areas in new residential developments may be lawn/turf/mowed grass. This lawn limitation does not apply to small residential lots with less than 250 square feet of landscaped area.
 3. In new commercial, industrial, institutional and multi-family development common area landscapes, lawn/turf/mowed grass areas ~~shall may~~ not exceed 20% of the total landscaped area, outside of active recreation areas.
- F. These plants must achieve 75% coverage within two (2) years as determined by an aerial analysis and in accordance with an inspection by the Town Planner.
- G. Gravel/rock/rock mulch/decorative rock/sand is not permitted as a primary groundcover and is only permitted for small walking paths, small sitting areas/patios, borders, and/or

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- as an accent feature in a garden. In no case ~~shall~~ may gravel/rock/rock mulch/decorative rock/sand exceed twenty-five percent (25%) coverage of the total yard area (not including building footprint and driveway) of any property.
- H. Naturally colored bark mulch may be used as a base ground cover in which to plant shrubs, trees, perennials, annuals, etc. These plantings must achieve at least sixty percent (60%) coverage of the barked area within two (2) years, and plant size and spacing shall not be less than twenty-five percent (25%) coverage at time of planting.
 - I. The Landscaping of all Street rights-of-way contiguous with the proposed Development site not used for Street pavement, curbs, gutters, sidewalks, or Driveways shall be required in addition to the On-Site landscaped areas required herein.
 - J. Pavement such as asphalt with a concrete or paver border, concrete, or other materials may not cover greater than twenty-five percent (25%) of any Lot's total landscape area (exclusive of the building footprint). This includes driveways, parking pads, walkways, porches and patios.
 - K. Community Gardens may count toward a Landscaping and/or Open Space requirement for Multiple Family Residential Developments.
 - L. A minimum fifteen-foot-wide landscape buffer shall be required along those property lines of a site developed for Multiple Family Dwellings, commercial, or industrial uses when such property lines are contiguous with any residential Development or residential zoning district; except that no such landscape buffers shall be required for Multiple Family Dwellings contiguous with other Multiple Family Dwellings or a Multiple Family zoning district. The area of this landscape buffer shall not be used to satisfy the landscape area requirements of this Section.
 - M. The landscape buffer areas shall be improved with a minimum of one (1) screening tree spaced at each ten-foot interval (staggered configuration) of the property boundary being screened.
 - N. Parking Lot Landscaping. Five percent (5%) of the gross parking surface area shall be of dispersed interior Landscaping, designed so as to reduce the "heat island" effect and to enhance the aesthetics of a parking area. A Development with single drive aisle between a building and property boundary may include the required Landscaping on the perimeter of the drive aisle toward this requirement.
 - O. Natural vegetation is permitted for passive Open Space areas. Active Open Space areas may use introduced vegetation for park areas, walking areas, play fields, etc.
 - P. All landscape improvements (landscape materials, irrigation system, landscape buffers, etc.) shall be installed and paid for by the Developer on the site in accordance with the approved Final Landscape Plan prior to the issuance of a certificate of occupancy for the building or use.
 - Q. Automated irrigation systems are required.
 - R. The Homeowners Association shall maintain all Common Areas and facilities.

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10.06.04 OPEN SPACE AND PUBLIC SPACE GENERAL REQUIREMENTS

Open Space and Public Space requirements within each zone shall adhere to the following requirements:

- A. Unless approved by the Town Council, the following ~~shall~~may not count toward Open Space Requirement calculations:
 - 1. Detention/retention basins and other stormwater infrastructure.
 - 2. Lots and Lot setbacks.
 - 3. Roads and sidewalks.
 - 4. Parking and drive aisles.
- B. Public Space may be counted towards the Open Space Requirement calculation.
- C. Open Space shall follow criteria established in Section 10.08.32 in this Title.
- D. Land shall be reserved, and improvements installed for Public Space following the criteria established in Section 10.08.34 in this Title.
- E. Any public trails and Public Spaces shall be either be dedicated to the Town of Hideout or a Public Access Easement dedicated to the Town. Once the improvements associated with Public Trails or Public Spaces are complete according to Town Standards and the Town of Hideout accepts the dedication, the Town of Hideout shall thereafter assume the responsibility of maintaining such public trails or Public Spaces.

10.06.06 CONVEYANCE OF OPEN SPACE

- A. **Open Space** shall be conveyed as follows:
 - 1. If the Town Council determines that a conveyance to the Town will benefit the public, to the Town of Hideout once any infrastructure and improvements have been constructed to Town Standards and approved by the Building Official. Any conveyance to the Town shall be in a form approved by the Town Attorney. If the Town determines not to accept a conveyance, the Town may require a public access easement over the Open Space and any Public Trails thereon.
 - 2. If the Town Council determines that conveyance to the Town will not benefit the public, the Open Space must be conveyed to either:
 - a. A homeowner’s association organized for the Subdivision in which the Cluster Development; or
 - b. To a nonprofit organization whose principal purpose is the conservation of lands similar to Open Space, provided the conveyance to such a nonprofit organization must be approved by the Town Council.

Commented [A1]: JLS - The Town can only require completion of "Public Landscaping Improvements" under 10-9a-604.5.

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- B. In any case, where the Open Space is conveyed pursuant to subparagraph (1)(b), above, a deed restriction enforceable by the Town shall be recorded that provides that the Open Space shall:
1. Be kept in the authorized condition(s); and
 2. Not be developed for Structures, Buildings, Accessory Structures, roadways, or other purposes which are inconsistent with Open Space.

10.08.04 APPLICATION OF STANDARDS

The regulations hereinafter set forth in this Chapter qualify or supplement, as the case may be, the zone regulations appearing elsewhere within the Town Code. The current edition of the construction specifications for the Town of Hideout will also govern construction of infrastructure in the Town of Hideout.

10.08.06 GENERAL STANDARDS

- A. The design and development of Subdivisions shall preserve, insofar as possible, the natural terrain, natural drainage, existing topsoil, existing vegetation, and viewsheds.
- B. The design of buildings should, insofar as possible, blend into the natural beauty of Hideout. See Section 10.08.08 – Building Design Standards for more information.
- C. Monotony Clause – to mitigate the issues associated with monotony of design for single-family or townhouse (two-family) structures located within a neighborhood; the following standards apply:
1. Minor Subdivisions (5 lots or less) ~~shall~~ may not have any two (2) structures with the same elevation. The differentiation of each structure shall be a combination of unique roof lines, garage stepbacks, entry/porch location and canopy, fenestration, building materials, and colors.
 2. Major Subdivisions (6 lots or more) ~~shall~~ may not have greater than twenty (20%) of the structures with the same elevation and, in no case, ~~shall~~ may any two (2) similar structures be located adjacent to each other or directly across the street. The differentiation of each structure shall be a combination of unique roof lines, garage stepbacks, entry/porch location and canopy, fenestration, building materials, and colors.
- D. Land subject to natural hazards such as flooding, wildfire, falling rock, landslides, and avalanches shall be considered unsuitable for any occupancy that may impair the health, safety, or welfare of the inhabitants. Such land shall be identified and ~~shall~~ may not be subdivided until the hazards have been mitigated or will be mitigated by the Subdivision and construction plans in accordance with the Town Code. Where such hazardous conditions are adjacent to lands proposed for Subdivision, the proposal may be denied unless potentially hazardous conditions are appropriately mitigated per the Town Code.

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- E. The Applicant or builder shall comply with landscape requirements of approval, maintain vacant lots, keep sidewalks clear and roads swept, and implement best management practices, including revegetation of disturbed sites, as needed, to reduce erosion, sedimentation, and noxious weed proliferation during Subdivision construction and until the lots are sold.
- F. Maintenance of Common Areas must be accomplished through either covenants and a Homeowners Association, a separate maintenance agreement, or some other perpetual agreement.

10.08.36 LANDSCAPING AND IRRIGATION

Commented [A2]: JLS - The Town can only require completion of "Public Landscaping Improvements" under 10-9a-604.5.

- A. **Landscape Improvements and Guarantees.** All landscape improvements (landscape materials, irrigation system, landscape buffers, etc.) shall be installed and paid for by the Developer or property owner on the site in accordance with the approved Final Landscape Plan prior to, or within nine (9) months of, the issuance of a certificate of occupancy or a temporary certificate of occupancy for the building or use. A failure to complete the landscaping within the time limits in this section may subject the Developer or property owner to a refusal, suspension, or revocation of the certificate of occupancy and other civil or administrative actions.
- B. **Minimum Size of Plantings.** Unless otherwise specified herein, all required deciduous trees shall be a minimum of two-inch caliper in size. All evergreen trees shall be a minimum of six feet in height. All shrubs shall be a minimum of five gallon in size.
- C. **Plant Materials.** Plant shall be well-suited to the soil and climate conditions at the project site. Native plant materials are encouraged. The Applicant shall provide the water requirements for all plant material.
- D. **Natural Topping of Landscape Areas.** All landscaped areas shall be finished with a natural topping material which may include, but not limited to, the following: groundcover, planting, or wood mulch. Decorative rock (commonly known as rice gravel, pea gravel or decomposed granite [DG]) may be used as a ground cover for up to 25% of a property’s landscape area (exclusive of building footprint and driveway/parking area).
- E. **Irrigation Standards**
 - 1. All landscaped areas shall be supported by an automatic irrigation system which may be a spray, soaker, or drip type system. The irrigation system shall meet all State and Town requirements for potential cross-connections that must be protect against backflow to the culinary water system. All irrigation systems and landscaped areas shall be designed, constructed, and maintained so as to promote water conservation and prevent water overflow or seepage into the road, sidewalk, or parking areas.
 - 2. Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Sod and non-sod areas shall be

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irrigated on separate valves. Drip Emitters and sprinklers shall be placed on separate valves.

3. Separate Connection. Any landscaping that will be owned and maintained by the Town shall have separate irrigation line connection prior to the master meter. A backflow prevention device shall be installed by the Developer or Property Owner as required by the Town Planner or Town Engineer.

F. **Soil Preparation.** Soil preparation will be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include ripping, tilling, and/or scarifying the soil to a minimum depth of six (6) inches and amending the soil with organic material.

G. **Landscape Buffer.** A minimum fifteen-foot-wide landscape buffer with a minimum of one (1) screening tree spaced at each ten-foot interval (staggered configuration) shall be required along those Property lines of a site developed for multiple-family residential, commercial, or industrial uses when such Property lines are contiguous with any residential development or residential zoning district; except that no such landscape buffers shall be required for multiple-family residential contiguous with other multiple-family development.

10.10 CONSTRUCTION AND IMPROVEMENTS REQUIRED

10.10.02 CONSTRUCTION STANDARDS

10.10.04 CONFLICTING PROVISIONS

10.10.06 REQUIRED IMPROVEMENTS

10.10.02 CONSTRUCTION STANDARDS

Construction standards, including drawings, tables, charts, references and other regulations adopted by the Town Council by resolution, shall constitute Subdivision Regulations supplementing this Ordinance.

10.10.04 CONFLICTING PROVISIONS

Where specific requirements are made or exemptions allowed under other sections of this Ordinance, those requirements or exemptions shall prevail over the Subdivision Regulations supplementing this Ordinance.

10.10.06 REQUIRED IMPROVEMENTS

The following improvements shall be constructed at the expense of the Applicant, in accordance with the provisions of this Title and the Zoning Ordinance. A performance bond as described in Section 11.06.14 Fees (and specifically detailed in the Town's Fee Schedule adopted by Resolution) shall be secured to ensure installation of required improvements. The improvements shall include:

- A. Roads and road requirements:

Commented [A3]: JLS - Consider revising to the more stringent standard controls. See example in 11.02.08. "Greater restrictions prevail."

Commented [A4]: JLS - These should be explicitly identified as part of (assuming they are not the entire) subdivision improvement plans.

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1. The grading and graveling of all roads and the installation of all required culverts in accordance with this Title;
 2. The hard surfacing of all roads in accordance with Town Standards;
 3. Sidewalks, curbs, planter strips and gutters in accordance with Section 10.08.16.
- B. Drainage and onsite stormwater management infrastructure in accordance with Section 10.08.20.
- C. Water, Sewer, Solid Waste:
1. A potable water supply in amounts and manner as required under Section 10.06.22 of this Ordinance in accordance with the State Board of Health Standards;
 2. The installation of water and sewer mains and water and sewer laterals to each lot Property line shall be required in accordance with Town Standards;
 3. The installation of fire hydrants in accordance with Town Standards;
 4. Solid waste disposal facilities shall be provided in accordance with Town Standards.
- D. Electricity, natural gas, telephone service, high speed internet service (50/50 Mbps or greater), video, water, sewer and storm drains, shall be installed in accordance with Section 10.08.26 and all other Town Standards. These utilities shall be located underground except when the Applicant demonstrates by clear and convincing evidence that underground lines and structures are not technically possible using commercially available technology. Junction boxes which are less than four (4) feet in height and which are essential to the provision of utility service are exempt from the undergrounding requirement so long as they are wholly located within a utility easement.
- E. Open Space, Public Trails, and Public Space in accordance with Section 10.08.32 and Section 10.08.34.
- F. Landscaping and irrigation systems in accordance with Section 10.08.36.
- G. Survey Monuments. The installation of survey monuments in accordance with Town standards and shall be installed on road right-of-way lines, at road intersections, angle points of curve and block corners. They shall be spaced so as to be within sight of each other, the sight lines being contained wholly within the road limits. All monuments shall be properly set in the ground and approved by a Registered Land Surveyor.
- H. Road lighting shall be installed as per Town Standards.
1. In order to preserve and maintain views within the Town, all utilities, lines, supports, and all related structures shall be installed underground. Any utility provider seeking to install new, additional, supplemental or replacement structures or systems above ground pursuant to Section 10.10.06(4) shall, upon request of the Town, attend a meeting as part of the permitting process to discuss and explore ways of preserving the then existing

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views or, when not technically possible, ways to minimize the impacts to then existing views within the Town. A utility provider shall comply with the Town’s requests for above ground adjustments to utility structure location(s) when technically feasible, so long as such requests are based upon: (i) preservation of then existing views; or (ii) public safety.

J. Upon request, a utility provider seeking to install new, additional, or replacement structures or lines shall promptly provide, as part of any permitting process: (i) accurate drawings depicting the exact locations and approximate dimensions of all proposed above ground lines and structures; and (ii) stake out specific locations as requested by the Town. Failure to timely comply with such requests shall be grounds to deny a permit application.

10.12 GENERAL TERMS AND DEFINITIONS

The following definitions are adopted; additionally, the definitions set forth in Utah Code Section 10-9a-103, as amended, are hereby incorporated as additional definitions pertaining to this Title.

...
Applicant. The Owner of land proposed to be subdivided or such Owner's duly authorized agent. Any agent must have written authorization from the Owner.

...
Civil Engineer. A professional engineer registered in the State of Utah to practice in the field of civil engineering.

...
Developer. Depending on the context in which it is used, either:
1. an Applicant for Subdivision approval;
2. an Applicant for a building permit or other land use permit provided for under the Town Code; or
3. the Owner of the Property for which Subdivision or other land use approvals are sought.

Development. The total area of the parcel of land on which a Building permit is to be issued, or the total area of property being improved.

Development Agreement. The agreement between the Town and the Owner/Developer that outlines the duties, responsibilities, obligations, commitments and promises of the Town and the Owner/Developer.

...
Dwelling. A Building or portion thereof designed or used for residential occupancy, including one- family, two-family, multiple family, and apartment Structure; but shall not include

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boarding, rooming, or lodging houses, tents, trailers, mobile home parks, motels, motor courts, motor lodges, cottage camps, or similar Structures designed or used primarily for transient residential uses.

Dwelling, Multiple Family Unit. A Building arrangement designed for and/or occupied by three or more families.

Dwelling, Single Family Attached. Two or more contiguous Dwelling Units designed to be independently owned and occupied which are connected by a Lot line wall or party wall, each unit having separate water, sewer, electricity, heating and communication supplies.

Dwelling, Single Family Detached. A Building designed for and occupied exclusively by one family on a separate Lot and not sharing any common wall.

Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons including provisions for living, sleeping, eating, cooking and sanitation.

E

Easement. Authorization by a Property Owner for the use by another, and for a specified purpose, such as utilities and irrigation ditches, of any designated part of the Owner's Property. An Easement may be for use under, on the surface, or above the Owner's Property.

Electronic Format. Drawings, maps, calculations, documents or other data required by the Town are to be provided by the Applicant on digital media (or other means) readable by a compatible computer. Types of electronic files including versions will be as requested by Town Staff.

...

Final Plat. A map of a Subdivision, required of all Subdivisions, which is prepared for final approval and recordation purposes in accordance with the applicable standards, which has been accurately surveyed, so that roads, lots and other divisions thereof can be identified.

...

Landscaping. The installation of plant materials (i.e., lawn, ground covers, annuals and perennial flowering plants, vines, shrubs, and trees), planted directly on the property.

Landscaping, Public. Landscaping of areas that will be dedicated to and/or maintained by the Town.

...

Lot. A unit of land described in a recorded Subdivision Plat.

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Lot, Area. The horizontal area within the exterior lines of the Lot, exclusive of any area in a public or private way open to public uses.

Lot, Building. A parcel of land which is of such dimensions as to comply with the minimum requirements of this Title for area, width, and depth applicable to the zone in which it is located and having Frontage on a public or approved private Street.

Lot, Coverage. The percent of a lot covered by buildings, driveways, parking areas, sidewalks, or any other impermeable surface.

Lot, Double Frontage. Any Building Lot which has both the front and Rear Yard line bounded by a Street. This does not normally include corner Lots.

Lot, Corner. A Building Lot situated within a corner created by the intersecting lines of a Street or Streets that has Frontage on two (2) sides.

Lot, Flag. A Lot that does not have the required Frontage on a Town of Hideout Road or Private Road built to the Town of Hideout Standards. Access to the buildable portion of the Lot is through a narrow private access that is contiguous and part of the Lot.

Lot, Inside Gore-Shaped. A Lot where side Lot lines converge towards the rear to a point or the rear Lot line width is less than half the required width for the Lot in the applicable zone.

Lot, Interior. Any Building Lot other than a corner Lot.

Lot Line, Front. Any Street right-of-way line of record or established by use, which forms one or more boundaries of a Lot.

Lot Line, Rear, For Corner Lots. The interior Lot line which has been designated as the rear Lot line determined by the direction the house faces.

Lot Line, Side, For Corner Lot. All interior Lot lines for multi-Frontage Lots; for other corner Lots, that interior Lot line which the Lot owner has designated as the side Lot line.

Lot Line, Side, For Interior Lots. Those interior lines lying opposite each other, running between the front and rear Lot lines, or in the case of a multi-Frontage Lot, those interior lines which run between the two front Lot lines.

Lot, Multi-Frontage. Any Building Lot, the centerline of which intersects two front Lot lines, and which has no rear Lot line.

Lot Width, For Corner Lots. The width of the Lot as measured along both Street Frontages at the required setback.

Lot Width, For Interior Lots. The horizontal distance between the side Lot lines measured along a line lying at right angles to the centerline of the Lot at the point of the required setback.

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Planning Commission. The Town of Hideout Planning Commission.

Planning Commission Chair. The chairperson of the Planning Commission appointed by the Mayor.

Public Improvement. Any road dedications, installations of curb, gutter, sidewalk, road base and asphalt, water, sewer and storm drainage facilities, or other utility or service required to provide services to a lot, parcel, building or structure.

...

Public Space. Landscaped Areas, which may include local government facilities, necessary public improvements, and playground equipment, recreation amenities, public landscaped and hardscaped plazas, public trails, and public pedestrian amenities; but excluding Buildings.

...

Road, Primary. The main access road into a Development.

Road, Private. A road that is on private property and maintained by the property owners and not a public entity.

Road, Public. A road that is dedicated to a public entity and maintained by a public entity.

...

Security Agreement. Agreement to install improvements secured by cash bond, cash escrow, an irrevocable letter of credit, or any combination of the preceding as approved by the Town Council.

...

Subdivision. Any land that is divided or proposed to be divided into two (2) or more Lots, parcels, sites, units, Plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or Development either on the installment plan or upon any and all other plans, terms and conditions.

Subdivision Improvement Plans. The civil drawings required and associated with required improvements for any Subdivision, including those for required improvements identified in Town Code Section 10.10.06.

Subdivision Ordinance. The terms and provisions of Title 11 of the Town Code, as the same may be amended from time to time.

...

Town Administrator. The official appointed by the Mayor of the Town of Hideout as the Town

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Administrator.

Town Code. This code of ordinances duly adopted by the Town of Hideout, and any amendments thereto.

Town Council. The legislative body of the Town of Hideout, consisting of the elected or appointed council members and the Mayor.

Town Engineer. The Town Engineer, a licensed professional engineer in the State of Utah, appointed by the Mayor of the Town of Hideout or the Town Engineer’s authorized representative.

Town Planner. The individual appointed as the Town Planner by the Mayor of the Town of Hideout.

Town Staff. The employees and administrative appointees of the Town of Hideout, including, without limitation, the Town Administrator, Town Clerk, office staff, public works staff, maintenance staff, Town Planner and planning staff, Town Engineer and engineering staff, and Building Official and building staff.

Town Standards. The standards, including the Town Code and other applicable standards which have been adopted, created, or approved as authorized under the Town Code, which govern or regulate building, land development, construction and other similar activities.

...

Zoning Ordinance. The terms and provisions of Title 12 of the Town Code, as amended from time to time.

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TITLE 11 SUBDIVISION REGULATION

11.02.02 SHORT TITLE

These Subdivision Regulations shall be known and cited as the TOWN OF HIDEOUT SUBDIVISION REGULATIONS, hereinafter referred to as the “Subdivision Ordinance”.

11.02.04 STATEMENT OF PURPOSE

The purposes of this title ~~shall be~~ to:

- A. Protect and promote the health, safety, convenience, and general welfare of the present and future inhabitants of the Town of Hideout;
- B. Establish reasonable standards of design and procedures for Subdivisions and plat amendments in order to further the orderly layout and use of land; and to insure proper legal descriptions and recordation of subdivided land.
- C. Establish the rights, duties, and responsibilities of Applicants and Developers with respect to land Subdivision;
- D. Secure the provision of necessary infrastructure and services in an efficient and economical manner for existing and future residents;
- E. Guide the future growth and development of the Town of Hideout, in accordance with the General Plan.
- F. Prevent the pollution or degradation of air, water, and soil, assure the adequacy of drainage facilities, minimize site disturbance and removal of native vegetation, and reduce the hazards to life and Property from fire, flood, erosion, sedimentation and soil slippage.
- G. Provide for Open Space and Public Space through efficient design and layout of the land using Open Space requirements and other provisions of the Town Standards.
- H. Encourage the wise use and management of natural resources in order to preserve the integrity, stability and aesthetics of the community.

11.02.06 AUTHORITY

- A. By authority of ordinance of the Town Council of the Town of Hideout, hereinafter referred to as "Town Council", adopted pursuant to the powers and jurisdictions vested through Title 10, Chapters 3 and 9a of the Utah Code, Annotated (1953, as amended) and other applicable laws, statutes, ordinances, and regulations of the State of Utah, the Town Council hereby exercises the power and authority to ~~review, approve, and disapprove~~ regulate and establish procedures and requirements for plats for subdividing land within the corporate limits of the Town of Hideout.
- B. By the same authority, the Town Council does hereby exercise the power and authority to regulate and establish procedures and requirements for ~~pass and approve~~ development

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- in Subdivisions and plat amendments of land ~~already~~-recorded prior to November 1, 2024, in the office of the County Recorder if such are entirely or partially undeveloped.
- C. ~~The Any~~ Subdivision or plat shall be ~~considered to be~~ void if the Subdivision or plat has been recorded with the County Recorder's office without a prior approval by the Town ~~Council~~.
- D. A Transfer of land pursuant to a void plat is voidable in the discretion of the Town Council.
- E. The Town Planning Commission is hereby designated as the administrative land use authority for preliminary plat applications for subdivisions.
- ~~D-F.~~ The Town Administrator is hereby designated as the administrative land use authority for final plat applications for subdivisions.

11.02.08 INTERPRETATION AND SEVERABILITY

- A. Greater Restrictions Prevail: In their interpretation and application, the provisions of this title shall be considered as minimum requirements. Where the provisions of this title impose greater restrictions than any statute, other regulations, ordinance or covenant, the provisions of this title shall prevail. Where the provisions of any statute, other regulation, ordinance or covenant impose greater restrictions than the provision of this title, the provisions of such statute, other regulation, ordinance or covenant shall prevail.
- B. Definitions: Whenever any word or phrase used in this title is not defined herein, but is defined in related sections of Utah Code Annotated or in the Town Code, such definition is incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention. Unless a contrary intention clearly appears, words used in the present tense include the future, the singular includes the plural, the term "shall" is always mandatory and the term "may" is permissive.
- C. Severability of Parts: The various sections, subparagraphs, sentences, phrases and clauses of this title are hereby declared to be severable. If any such part of this title is declared to be invalid by a court of competent jurisdiction or is amended or deleted by the Town Council, all remaining parts shall remain valid and in force.
- D. Rounding: Rounding to whole numbers may be used to determine distance or height, but not in determining maximum or minimum area or other quantitative standards or requirements. A decimal ending with five (5) or greater may be rounded up to the next whole number.
- E. Time Computation: Unless otherwise specified herein, a period of time specified in this title shall be calendar days beginning on the day after the act, event or decision to which the time period refers and ending at eleven fifty-nine (11:59) P.M. on the last day of the time period.

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11.02.10 COORDINATION WITH OTHER DOCUMENTS

This title, other titles and chapters of the Town Code, the Town Standards, and the most recent version of the Town of Hideout General Plan ("General Plan") adopted by the Town Council shall guide the use of all land within the municipal boundaries of the Town.

11.02.12 SUBDIVISION ORDINANCE AMENDMENTS

- A. The Town Council may, from time to time and in a manner consistent with the General Plan, amend any provision of this title. Amendments shall be approved in accordance with all public notice and public hearing requirements imposed by state law or local ordinance.
- B. Any amendment or revision to this title shall supersede any prior provisions or ordinances. Provisions of this title not affected by the amendment or revision shall continue to be valid and ~~shall may~~ not be considered a new enactment when amendments or revisions are adopted. Any prior provisions of Town ordinances, which do not conform to provisions of this title, are declared void. Any uses, structures or buildings which were conforming to previous provisions of this title but do not now conform shall be nonconforming uses, structures or building.

11.02.14 ORDERLY DEVELOPMENT REQUIRED

All Subdivisions, site plans, Condominiums and other developments shall be developed in an orderly manner and in such a way that the required improvements will be continuous and available as necessary during construction activities within the project, and that all of the improvements will be made available for the full, effective and practical use and enjoyment thereof by the purchaser, grantee, assignee, transferee or lessee of any of the lands developed within the time herein provided or in phases specified. Subdivisions shall be planned and developed to accommodate the continuation of roads, utilities, drainage and other infrastructure to adjoining properties. Over sizing of lines or infrastructure in the Subdivision may be necessary to accommodate future development outside of the project.

11.02.16 COMPLIANCE REQUIRED

- A. No tract of land ~~shall may~~ be divided, subdivided, reconfigured, developed or redeveloped except in conformance with provisions of this title and all other applicable provisions of the Town Code and other Town Standards.
- B. No plat, Subdivision amendment or reconfiguring of Property ~~shall may~~ be recorded except in accordance with the provisions of this title and all other applicable provisions of the Town Code and other Town Standards.
- C. All licenses, permits, agreements and plans issued or approved by the Town shall comply with all requirements and provisions of the Town Code and other Town Standards.
- D. All Subdivisions, Condominiums, site plans, construction and infrastructure shall be

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designed and constructed in conformance with Town Code and other Town Standards.

- E. All uses shall be conducted in conformance with Town Code and other Town Standards, all approved plans, and requirements or conditions of approval.
- F. Land which is to be subdivided shall not be transferred, sold or offered for sale prior to recording the subject plat and until all requirements of Town Code for Subdivisions, Condominiums or other development have been met.
- G. No building permit may be issued for any structure or development on any land that has been divided, subdivided, reconfigured, developed or redeveloped in a manner not in conformance with the provisions of the Town Code and all other applicable ordinances and regulations.

11.02.18 VACATION, ALTERATION OF AMENDMENT OF PLATS

The Town Council may, on its own motion, or pursuant to a petition or application, consider and approve at a public hearing any proposed vacation, alteration, or amendment of a Subdivision plat involving any vacation of a plat or portion thereof, or of any road, lot, alley or public use area contained in a Subdivision plat, as provided in Utah Code Section 10-9a-608 through 10-9a-609.5 as amended. If an amended plat is approved by the Town Council and recorded, the recorded plat shall vacate, supersede, and replace any contrary provision in a previously recorded plat on the same land. An ordinance, when approved by the Town Council and recorded, shall replace a previously recorded plat described in the vacating ordinance.

11.02.20 VIOLATION, ENFORCEMENT AND PENALTIES

In addition to denial, suspension, or refusal to act on a Developer or Owner's request, any person who violates the provisions of this title shall be guilty of a class B misdemeanor unless otherwise established by law. Each day of violation of this title exists shall be considered a separate violation and subject to the penalties of this section and any other applicable law, ordinance, or regulation.

11.02.22 APPEALS

The requirements and procedures for appealing decisions of the Town's land use authority in administering or interpreting the Town land use provisions of the Town Code, including this title, are set forth in Title 3 of the Town Code, and are hereby incorporated herein by this reference. Notwithstanding any other provision of the Town Code, any appeal from the Subdivision Improvement Plans, as defined in Utah Code Section 10-9a-604.2, shall comply with Utah Code Sections 10-9a-604.2(8) and 10-9a-508(5)(d) in effect as of the date of the adoption of this Ordinance.

11.04.02 GENERAL

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this title. Words used in the present tense include the future; the singular includes the plural; the word "shall" is mandatory and not directory; the word "may"

Commented [A5]: This is duplicated in 11.02.08. Consider removing one.

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is permissive. Words used in this title, but not defined herein, shall have the meaning first as defined in any other ordinance adopted by the Town and then its common, ordinary meaning.

11.04.04 DEFINITIONS

The definitions set forth in Title 10 of the Town Code are hereby incorporated as definitions pertaining to this title.

11.06.02 CLASSIFICATION OF SUBDIVISION

- A. **Minor Subdivision.** A Subdivision containing not more than five (5) lots fronting on an existing road, not involving any new road or existing road, or the extension of municipal facilities, or the creation of Public Improvements, is not commercial and that is consistent with the General Plan and existing Official Zoning Map.
1. A Concept Plan may be approved in accordance with these regulations (preferred, but optional).
 2. A Preliminary Plan shall be approved in accordance with these regulations (preferred, but optional).
 3. A Final Plat shall be approved in accordance with these regulations.
- B. **Major Subdivision.** A commercial project, Condominium, or a residential Subdivision of land into six (6) or more Lots, or any size Subdivision requiring any new road.
1. A Concept Plan ~~shall may~~ be approved in accordance with these regulations (preferred, but optional).
 2. A Preliminary Plan shall be approved in accordance with these regulations.
 3. A Final Plat shall be approved in accordance with these regulations.
- C. **Plat Amendment.** The combining of existing subdivided Lots into one (1) or more Lots or the amendment of plat notes or other platted elements including but not limited to easements, limits of disturbance boundaries or areas, building pads, and house size limitations.
1. Plat Amendments shall be reviewed according to the requirements of Section 11.06.24 and Section 11.06.26 Final Plat Application and Procedures and approval shall require a finding of Good Cause and a finding that no Public Road, Right-of-Way, or Easement has been vacated or amended.

11.06.04 APPLICATION FORMS AND PERMITS REQUIRED

- A. The Mayor or his/her designee shall author application forms and may identify submittal requirements and processing procedures for the acceptance and filing of all applications required by the land use ordinances and building codes, as adopted. The forms.

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applications, and requirements shall be available upon request or made publicly available on the Town's website.

- B. The requirements of all land use ordinances and building codes, as applicable, shall apply to all uses, buildings or structures located, or proposed, within the Town. No use, building or structure ~~shall~~ may be commenced or occupied unless and until all necessary approvals, permits and licenses have been issued in accordance with all requirements of the land use ordinances and building codes, as applicable.

11.06.06 PUBLIC NOTICE REQUIRED

- A. Unless otherwise required under state law, notice of all public hearings held by the Town Council or Planning Commission with respect to subdivision or land use applications shall be provided by the Town at least ten (10) calendar days before the date of the public hearing. Such notice shall be provided d as required under Utah Code Section 10-9a-205 as if the application were a land use regulation.
- B. If notice given under the authority of this section is not challenged in accordance with applicable appeal procedures thirty (30) days from the date of the hearing for which the notice was given, the notice is considered adequate and proper. The notice provided in this section may be referred to in this title as "required notice". The cost of required notices shall be paid by the Applicant.

11.06.08 BONDS GUARANTEEING CONSTRUCTION IMPROVEMENTS

11.06.08.01 COMPLETION BOND

- A. **Completion Bond Required.** If the required landscaping and infrastructure improvements have not been completed and accepted by the Town prior to the time a final plat for a subdivision, or portion thereof, has been recorded, a completion bond in a form acceptable to the Town shall be required prior to the recordation of the Final Plat. The completion bond will secure installation of any public landscaping or infrastructure improvements required by or promised to the Town of Hideout as part of the development.
- B. **Completion Bond Time Period.** The Town will authorize a pro-rata portion of the completion bond to be released as portions of the required infrastructure and improvements are completed and accepted in accordance with all applicable Town Standards.
- C. **Completion Bond Amount.** A completion bond shall be posted with the Town of Hideout in a principal amount of one hundred (100) percent of the total estimated cost of any improvement or other performance required by or promised to the Town of Hideout as part of the development. The estimated cost shall be based upon the estimate of the Town Engineer who shall take into account some or all of the following factors when making his estimate:
1. The Developer's engineering estimate;

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2. The estimate of any reviewing engineer;
 3. Any other relevant information.
- D. **Failure of Performance, Extension of Time.** In the event that any performance covered by a completion bond required is not completed within the time period allowed for under the completion bond, the Developer may petition Hideout for an extension of time in which to complete the required performance. A one-year extension of time may be granted by the Town Council upon application by the Developer, upon a showing of good cause and diligent effort by the Developer to complete the performance as provided in this chapter.
- E. **Form of Bond.** Guarantee arrangements offered in lieu of simultaneous completion of Buildings and Site or Public Improvements shall be in an amount determined as provided for above, and shall be in one or more of the following forms:
1. An irrevocable letter of credit issued by a bank authorized to do Business in the State of Utah or an out-of-state bank, provided that a bank authorized to do Business in Utah confirms in writing that it will honor the letter of credit, naming the Town of Hideout as the payee of funds drawn against that letter of credit and guaranteeing the availability of funds for eighteen (18) months, or
 2. A deposit of cash with a third-party Escrow, or
 3. A deposit of cash with the Town, or
 4. Some combination of the above as approved by the Town or an approved equal.

11.06.08.02 WARRANTY BOND

- A. **Warranty Bonding.** Upon completion of the required improvements or other performance subject to a completion bond, the Developer shall petition the Town of Hideout for release of the completion bonds, or a portion thereof, as applicable. The Developer, prior to release of the completion bond, shall obtain and provide to the Town a warranty bond as security for the Developer's unconditional warranty that the required improvements or other promised performance comply with all applicable Town Standards and will not fail in any material respect as a result of poor workmanship or materials for a period of one (1) year following the date of acceptance of the improvements by the Town of Hideout. The warranty bond provided for herein shall be required in order to ensure that the improvements are installed pursuant to the approved plans, are structurally sound, and that no further replacements or repairs are required.
- B. **Warranty Bond Amount.** Warranty bonds required herein must have a face amount of at least ten percent (10%) of the value of Town Engineer's current estimate of cost of completion of the improvements to be warranted. Developer may not draw against the warranty bond for any purpose during the warranty period.

11.06.08.03 NOXIOUS WEED ABATEMENT BOND

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- A. All Subdivision Construction Permits require a cash noxious weed bond. \$500 per acre shall be assessed for the bond. The bond is refundable the later of a three year period following receipt of a project's final approval or until the Town Engineer approves the bond release. The Developer shall petition the Town of Hideout for release of the noxious weed abatement bond, or a portion thereof, as applicable.”
- B. Applicants of Subdivision Construction Permits and the Town of Hideout will execute a Weed Bond Agreement.

11.06.10 INSPECTIONS DURING APPLICATION PROCESS

- A. To review information relevant to an application, the Town Planner, Town Engineer, or other Town Staff may enter upon any land at reasonable times to make examinations, investigations, and surveys related to the application.
- B. Applicants must show proof that the Property has legal access to their Property when the Property does not abut to a public road as a condition of subdivision approval.

11.06.12 INSPECTIONS DURING CONSTRUCTION

- A. Construction work involving the installation of Public Improvements in Subdivisions and other developments shall be subject to the inspection of the public works director and Town Engineer or their designees.
- B. Requests for inspections shall be made to the Town Engineer by the person responsible for the construction. Requests for inspection on work shall be made at least one working day prior to the commencement of the work. Inspections shall be made by the Town Engineer after various phases of the construction work are completed. Any faulty or defective work shall be corrected by the Developer or the Developer's contractor within a period of thirty (30) days from the date of the Town Engineer's written notification to the Developer that correction of the faulty or defective work is required.
- C. Work which does not comply with the approved plans and/or does not meet minimum Town Standards will not be accepted.

11.06.14 FEES

- A. **Application Fees.** The Town Council shall establish, by resolution, a Fee Schedule for the processing and review of all land use applications required by all land use ordinances and designed to recover the actual or anticipated costs for the processing of the land use application. The Fee Schedule may be included in the Town consolidated Fee Schedule, which Schedule may be amended from time to time by resolution of the Town Council. The Fee Schedule for the processing and review of all land use applications may include a processing fee and an application fee. Fees shall not be required for land use applications initiated by the Town.
- B. **Actual Cost Fees.** The Town Council shall establish by resolution, a Fee Schedule identifying the amount of money an applicant must place on deposit with the Town for

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to pay for the costs incurred by the Town in connection with processing and approving a land use application and inspecting any construction or development work performed in connection therewith.

- C. **Impact Fees.** Each subdivision and development and each individual lot contained within each development shall be subject to each applicable Impact Fees adopted by the Town of Hideout, as the same may be amended from time-to-time.

11.06.16 FIRE DISTRICT REVIEW

In connection with the first application delivered to the Town in connection with a subdivision of land (i.e. the Concept Plan, if a Concept Plan application is the first application submitted, the Preliminary Plan, if a Preliminary Plan application is the first application submitted, or the Final Plan if a Final Plan is the first application submitted), the Applicant must deliver a copy of the Concept Plan, Preliminary Plan, or Final Plan, as applicable, to the Wasatch County Fire District for review and comment.

The plan submitted must contain information about road widths, access points, fire hydrant locations, and other matters reasonably requested by the Fire District. The Fire Chief of the Wasatch County Fire District or his designee shall, within twenty-one (21) days from receipt, provide comment and feedback regarding the in the form of a written report or approval letter which cites to relevant provisions of the International Fire Code or other applicable fire and safety standards as necessary.

If the Fire District does not provide written comment and feedback or approval within that time, the Fire District will be deemed to have waived the opportunity to do so with respect to such application. Any report or approval letter received from the Fire District shall be forwarded to the Planning Commission for consideration. A copy of any report or approval letter received from the Fire District shall also be forwarded to the Applicant. The Applicant will have up to seven (7) calendar days to provide written notice to the Planning Commission of the Applicant's intent to submit any additional information relevant to public safety, including (if desired) a report from an expert of Applicant's choosing, for consideration by the Planning Commission.

The Planning Commission shall consider the Fire District's report along with any information provided by the Applicant in determining whether to approve the Applicant's plan. If the Planning Commission approves the Applicant's plan, the Planning Commission will forward the Fire District's report, together with any information provided by the Applicant to the Town Council along with the Planning Commission's recommendation.

Before any subdivision plat is approved for recording with respect to any subdivision which obtained Preliminary Plan approval prior to the date of this paragraph took effect, or for which the Fire District review required above has not taken place, the ~~Town~~ Applicant shall provide written approval of the Preliminary Plan from the ~~shall request that the~~ Fire District. The Town shall cooperate with and provide information to the Fire District with respect to the Fire District's review of the subdivision plat, within twenty one (21) days, approve such plat or provide comments and feedback in the form of written recommendations which cite to relevant provisions of the International Fire Code or other applicable fire and safety standards. ~~If the Fire~~

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~~District does not provide written comments and feedback within that time, the Fire District will be deemed to have waived the opportunity to do so with respect to such plat. If the Fire District approves the plat or fails to provide comment and feedback within the time provided for herein, the plat shall be approved and signed so long as it otherwise complies with the Town Code.~~

If the Fire District does not approve the plat, then a copy of the Fire District's recommendations, together with any additional information which the applicant chooses to provide, as provided above, will be forwarded to the Town Council. The Town Council shall thereafter hold a public hearing to determine whether to approve the plat or to instruct the applicant to address the Fire District's recommendations prior to approving. At such hearing, the scope of the Town Council's review shall be limited to Fire District's recommendations.

Commented [A6]: Consider making this a non-negotiable requirement for final approval. The Town can't approve the subdivision if the applicant can't produce the Fire District's sign-off.

11.06.18 CONCEPT PLAN APPLICATION

11.06.18.01 CONCEPT PLAN APPLICATION PACKAGE

- A. A Concept Plan application package is required for all proposed ~~multi-family dwelling unit or major residential or~~ commercial Subdivisions. A Concept Plan application package is preferred but optional for all other residential and all Minor Subdivision application package.
- B. A Concept Plan application package includes a completed Concept Plan application form, Concept Plan, and all required plans, reports and documents described herein that conform to the goals of the General Plan and the Town Code relating to the zone(s) governing the application. The Concept Plan should use the criteria established in the Building Code and other Town Standards.
- C. ~~Any person seeking to subdivide land that does not require a Concept Plan application within the Town boundaries may request a pre-application meeting or concept plan review. The Town highly recommends a pre-application concept plan review meeting prior to submitting a Preliminary Subdivision Application. An optional preapplication concept plan meeting is not a land use application for the purposes of vesting, and does not count toward the maximum number of review cycles for subdivision applications, where applicable. Within fifteen (15) business days after the request, the Town Staff shall schedule a meeting to review the concept plan and give initial feedback. At or before the scheduled pre-application meeting, Town Staff shall provide the applicant with, or make available on its official website, the following:~~
1. Copies of applicable land use regulations, including this Title;
 2. A complete list of standards required for the proposed project;
 3. Preliminary and final application checklists; and
 4. Feedback on the concept plan.
- B.D. ~~The Town may not engage in substantive in review of Subdivision Improvement Plans during the Concept Plan review stage or at any other time prior to the beginning of the review cycles for Subdivision Improvement Plans during Preliminary Plan approval.~~

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11.06.18.01 CONCEPT PLAN APPLICATION PACKAGE

- A. **Concept Plan.** The Concept Plan is a preliminarily engineered sketch plan drawn to illustrate the proposed layout for roads, lots, trails, Open Space, Public Space, snow storage areas, and other features in relation to the existing and planned roads within one quarter mile of the new Subdivision. This plan should be prepared using spatial data and shall be prepared by a team that is headed up by a licensed professional engineer or licensed architect/landscape architect. This is the stage where drawings are tentatively illustrated, before heavy engineering costs are incurred in the design of any proposed development.
- B. **Conceptual Level Road Design Plan.** As a part of the Concept Plan application package, the Applicant shall prepare a Conceptual Level Road Design Plan that includes:
1. General Location and Description of Project;
 2. Township, range, section, 1/4 section, (Subdivision, lot and block);
 3. Existing roads. Sidewalks and trails in the proposed development and connecting to the proposed development;
 4. Proposed road (including sidewalks and trails) concept and how it fits existing roads and traffic patterns, sidewalk and trails;
 5. General discussions of road design problems, including overall area traffic flow, traffic calming, aesthesis, fit to the mountain terrain, snow management, and minimization of disturbance, coordinating/accommodating utilities and consideration of anticipated structures that the roads will serve.
 6. General discussion of the rationale for including or excluding sidewalks and the proposed design criteria relative to pedestrian travel.
- C. **Conceptual Building Configuration and Design.** As a part of the Concept Plan application package, the Applicant shall prepare a Conceptual Level Site and Building Layout Plan that includes:
1. All proposed residential and commercial buildings within a site layout that includes streets, sidewalks, trails, park/open space, storm water basins, etc.
 2. A conceptual landscape plan including proposed plant typology.
 3. Conceptual architectural renderings of building designs proposed.
- D. **Conceptual Level Drainage Control Plan.** As a part of the Concept Plan application package, the Applicant shall prepare a Conceptual Level Drainage Control Plan that includes:
1. Location
 - a. Township, range, section, 1/4 section, (Subdivision, lot and block).

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- b. Major drainage ways and facilities.
 - 2. Description of Property
 - a. Area in acres.
 - b. Proposed land use and ground cover.
 - 3. Drainage Basins and Sub-basins
 - a. Reference to major drainage way planning studies such as flood hazard delineation report, major drainage way planning reports, and flood insurance rate maps.
 - 4. Drainage Design Criteria
 - a. Proposed drainage concept, onsite stormwater management infrastructure, and how it fits existing drainage patterns.
 - b. Brief discussions of drainage problems, including storm water quality, and potential solutions at specific design points.
 - c. Brief discussion of detention storage and outlet design.
 - 5. Identification of Potential Improvements to Public Drainage Systems
 - a. Identification of potential design concepts and impacts to local drainage systems.
- E. **Conceptual Level Snow Management Plan.** As a part of the Concept Plan application package, the Applicant shall prepare a Conceptual Level Snow Management Plan that includes:
- 1. General location of snow storage areas.
 - 2. Brief discussion of snow removal methods and snow management.

11.06.20 CONCEPT PLAN PROCEDURES

- A. The Applicant shall submit an application in Electronic Format to the Town ~~Hall~~ along with required fees set required under the Town’s Fee Schedule. Up to five (5) hard copies of the Concept Plan application package may be requested by the Town Staff.
- B. The Town Staff shall ensure all necessary documents and information are included with the application and then submit the application to the following entities:
 - 1. Town Clerk for validation of tax compliance;
 - 2. Town Engineer for engineering review;

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3. The Town Planner for planning/design review; and
 4. Wasatch County Fire District for review as provided for in this Code.
- C. The Town Administrator, Town Engineer, Town Planner, or Fire District Representative may request reasonable additional information from the Applicant from time to time.
- D. Within thirty (30) days of receiving all reports from the Town Administrator, Town Planner, Town Engineer, and Fire District, the Town Staff will review the application again for completeness and a letter will be sent if additional information is needed. During the Concept Plan review process, the Town Staff may request reasonable additional information from the Applicant from time to time; and may ask other advisors to review the plan if, in the opinion of the Town, it may contribute to a decision in the best interest of the Town.
- E. When the Town Staff determines that the Concept Plan is ready for Planning Commission review, they will notify the Commission's Authority Representative and the Commission's Authority Representative will establish a date for a public hearing and initial presentation and review of the Concept Plan providing sufficient public notice as required under Section 11.06.06.
- F. The Planning Commission shall give guidance to the Applicant to assist in meeting the requirements and constraints for Subdivision development within the Town of Hideout.
- G. If the Planning Commission finds that the proposed Concept Plan complies with all applicable requirements, it shall approve the Concept Plan, or approve the Concept Plan with conditions, and the Applicant may apply for Preliminary Plan approval. If the Planning Commission determines that the proposed Subdivision would violate local ordinances and regulations, no further review of the proposed Subdivision shall be made by the Planning Commission, and a new Concept Plan shall be required to re-initiate the Subdivision process.
- H. The approval of the Concept Plan shall be effective for a period of six (6) months from the date the Concept Plan is approved by the Planning Commission, at the end of which time the Applicant must have submitted a Preliminary Plan for approval. If a Preliminary Plan is not submitted for approval within the six (6) month period following approval, or as extended by the Planning Commission in writing, the Concept Plan shall be void, and the Applicant shall be required to submit a new Concept Plan for review and approval subject to the existing provisions of this Code. An approved Concept Plan does not authorize the applicant to begin any form of land disturbing activities.
- I. Notwithstanding the foregoing, for optional Concept Plan applications, the Town Staff shall submit the completed Concept Plan to the Town Administrator for administrative review, and no public hearing may be held. The Town Administrator may, in its discretion, submit the Concept Plan to the Planning Commission for discussion and feedback only, with no public hearing being held with respect to the Concept Plan.

11.06.22 PRELIMINARY PLAN APPLICATION

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- A. A Preliminary Plan application package is required for all proposed major residential or commercial Subdivisions. A Preliminary Plan application package is preferred but optional for a Minor Subdivision application package
- B. A Preliminary Plan application package includes a completed Preliminary Plan application form, Preliminary Plan, and all required plans, including those comprising the Subdivision Improvement Plans, reports and documents described herein that conform to the goals of the General Plan and the Town Code relating to the zone(s) governing the application. The Preliminary Plan shall incorporate the criteria and requirements of the Building Code and other Town Standards.

11.06.22.01 PRELIMINARY PLAN APPLICATION PACKAGE

- A. **Preliminary Plan.** The Preliminary Plan consists of engineering drawing(s) prepared using spatial data that shall be drawn to a scale not smaller than one-inch equals one hundred feet (1" = 100') and that meet the minimum legal standards for survey as defined in Utah Code Section 17-23-20. The Preliminary Plan shall show the following:
 - 1. Project name and address;
 - 2. North point, scale, date;
 - 3. A copy of the closure sheet which shall show the following:
 - a. The courses and distance of the proposed development/Subdivision boundary and the error of closure;
 - b. The area of each lot in square feet and acres.
 - 4. All trails, Open Space, Public Space, and roadways
 - 5. Names, addresses, and telephone numbers of Developer, engineer, and current and prospective Owners;
 - 6. Nearest section corner tie, Township(s) and range(s);
 - 7. Acreage, Property dimensions, project perimeter;
 - 8. All proposed phases of the development, numbered and defined, with approximate timetable for development;
 - 9. Location of entire development in relation to surrounding neighborhoods and developments (include names of adjacent Subdivisions and developments, adjacent Property Owners' names and addresses, and adjacent land uses and buildings);
 - 10. Existing topography with a contour interval of two (2) feet;
 - 11. Landscape plan illustrating cut and fill limits and limits of disturbance and landscaping plans including topographic lines (in conformance with the Hideout Water Quality Plan) and proposed landscape plant materials with botanical name, planting size, and numbers of each included;

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12. Existing and proposed lot lines, Easements, walkways, roads and rights-of-way (public and private), including widths, names, and numbers, on subject and surrounding areas; proposed dedications of public use areas; existing and proposed curb, gutter, and sidewalk.
13. Existing waterways (including irrigation), significant vegetation, and natural features of the land;
14. Sensitive lands in the proposed development shall be identified on a plan prepared and stamped by a licensed geotechnical engineer or licensed geologist;
15. Soils testing and geotechnical analysis as required by the Town of Hideout;
16. Existing and proposed infrastructure including all fire hydrants, water and sewer lines, storm sewer system, and all utilities, including but not limited to electricity, natural gas, telephone service, and infrastructure to support high speed internet service;
17. Proposed layout of all public and private roads, if any, including profiles (same scale as site plan) and cross-sections (same as Town standards, at an interval of one hundred (100) feet (or as determined by the Town Engineer));
18. Location and conceptual elevation drawings of existing and proposed buildings, signs, dumpster and utility enclosures, fences and other structures;
19. Location of onsite drainage and stormwater management features;
20. Unit configuration footprints and typical architectural elevations;
21. Tabulation of projected ERUs, as established in accordance with the Town Standards;
22. Any additional information which the Town Council may reasonably require in a specific instance. Where a Developer owns or controls more land than he or she wishes to develop immediately, the Town of Hideout may require that a Preliminary Plan of the whole area be submitted, in which case the Developer shall indicate the portion to be developed immediately and the portion to be held for future development.
23. For multi-unit structures, the Preliminary Plan shall show the following additional information:
 - a. Firewall construction, as required by the International Fire Code, the adopted Building Code;
 - b. Additional parking, if required;
 - c. Additional Open Space, if required;
 - d. Location of individual utility lines and meters, if required; and
 - e. Additional exits.

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- B. **Cluster Development Plan.** If a Cluster Development is being requested, additional requirements for Cluster Developments required under the Town Standards should be included.
- C. **Preliminary Road Plan.** As a part of the Preliminary Plan application package, the Applicant shall prepare a Preliminary Road Plan, using the criteria approved from the Concept Plan submittal, that includes the following additional information:
1. A Preliminary Plan and/or design of the Public Improvement
 2. References to all criteria, master plans, and technical information used in support of the Preliminary Road Plan.
 3. Proposed street names within the Subdivision.
- D. **Preliminary Traffic Impact Study.** As part of the Preliminary Plan application package, the Applicant shall prepare a preliminary Traffic Impact Study (TIS) to estimate site-generated traffic volumes and assess its impact on the public street system. The TIS shall also identify on-site and off-site improvements that might be needed as a result of the development including but not limited to, analysis of the traffic impacts of the development, the adequacy of the access drives and the suitability of the on-site circulation and parking.
- E. **Preliminary Evacuation Plan.** As part of the Preliminary Plan application package, the Applicant shall prepare a preliminary Evacuation Plan that includes: procedures for the orderly and coordinated evacuation operations for the proposed development in the event of an earthquake, wildfire, flooding, or other natural or manmade disasters. The Plan shall outline warning procedures: to be used for evacuations, to identify primary evacuation routes and shelter resources, to identify procedures for the security of the perimeter during and after the evacuation; and to identify procedures for allowing evacuees to return to their homes.
- F. **Preliminary Landscape Plan.** As part of the Preliminary Plan application package, the Applicant shall prepare a Preliminary Landscape Plan that shall include the following:
1. Proposed locations for all landscaping material, organic and inorganic, used on the site.
 2. Proposed plant materials, including size, species, and condition, and plans for retention of existing vegetation and materials.
 3. Location and design of all screening elements, berms, landforms, and stormwater management facilities.
- G. **Preliminary Drainage Control Plan.** As a part of the Preliminary Plan application package, the Applicant shall prepare a Preliminary Drainage Control Plan, using the approved Concept Plan submittal, that includes the following additional information:
1. Location

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- a. Information as required from Concept Plans.
 - b. City, County, State Highway and local roads within and adjacent to the site, or the area to be served by the drainage improvements.
 - c. Names of surrounding developments.
 - d. Name of receiving water(s).
2. Description of Property
- a. Information as required from Concept Plans.
 - b. Existing ground cover (type and vegetation).
 - c. Existing major irrigation facilities such as ditches and canals.
3. Major Basin Description
- a. Information as required from Concept Plans.
 - b. Major basin drainage characteristics, and existing and planned land uses within the basin, as defined by the Town Engineer.
 - c. Identification of all nearby irrigation facilities that will influence or be influenced by the local drainage.
4. Sub-Basin Description
- a. Describe historic drainage patterns of the Property.
 - b. Describe offsite drainage flow patterns and impact on development under existing and fully developed basin conditions.
5. Drainage Facility Design Criteria
- a. Information as required from Concept Plans.
 - b. How offsite runoff will be considered and how expected impacts will be addressed.
 - c. Anticipated and proposed drainage patterns.
 - d. Storm water quantity and quality management concept, including onsite stormwater management infrastructure, and how it will be employed. The use of computer-based models for the evaluation of storm water quality and quantity will not be universally required of new developments, although their use is recommended. Under site specific conditions where it is believed by the Town that impacts from the development may unacceptably impact downstream water quality or quantity however, their use may be required. The recommendation to use computer modeling during the evaluation process is made since it is likely that the review process will check the validity of the

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Developer's conclusions utilizing SEDIMOT or other appropriate computer technology.

- e. Maintenance and maintenance access.
- f. Describe the content of tables, charts, figures, plates, drawings and design calculations presented in the report.

6. Specific Details (Optional Information)

- a. Discussions of drainage problems, including storm water quality, and solutions at specific design points
- b. Discussion of detention storage and outlet design.
- c. Discussion of impacts of concentrating flow on downstream properties.

7. Public Drainage Improvements

- a. If the project requires that drainage improvements be constructed that will be turned over and owned and maintained by the Town, the following must also be provided, obtained, or completed: a Preliminary Plan and/or design of the Public Improvement.

8. References

- a. Reference all criteria, master plans, and technical information used in support of concept.

H. **Preliminary Snow Management Plan.** As a part of the Preliminary Plan application package, the Applicant shall prepare a Preliminary Drainage Snow Management Plan, using the approved Concept Plan submittal, that includes the following additional information:

- 1. Location and size of proposed snow storage areas.
- 2. Discussion of snow removal methods (with a list of required equipment) and annual management.

I. **Maps.** As a part of the Preliminary Plan application package, the Applicant shall prepare the following maps according to the following criteria:

- 1. **General Location Map.** The map shall show the following information and conform to the following standards.
 - a. All drawings shall be 22" x 34' in size.
 - b. Map shall provide sufficient detail to identify drainage flows entering and leaving the development and general drainage patterns.
 - c. Scale of 1" = 500' to 1" = 4000' and show the path of all drainage from the upper end of any offsite basins to the defined major drainage ways.

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- d. Identify all major facilities (i.e., irrigation ditches, existing detention facilities, storm water quality facilities, culverts, storm sewers) downstream of the Property along the flow path to the nearest major drainage way.
- e. Basins, basin identification numbers, drainage divides, and topographic contours are to be included.
- f. Location of postal service gang boxes and pull-out area or parking delineated.

2. Floodplain Mapping:

- a. A copy of any published floodplain maps (i.e., flood hazard area delineation, flood insurance rate maps)
- b. All major drainage ways shall have the defined floodplain shown on the report drawings.
- c. Flood hazards from either shallow overland flow, side channels, or concentrated flows.
- d. The location of the Property in relation to the floodplain(s) and/or flood hazards.

3. Drainage Plan Mapping:

- a. Prepare at a scale of 1" = 20' to 1" = 200' on a 22" x 34" size drawing sheet.
- b. Existing topographic contours at 2-feet (or less) intervals, in mountainous areas, the maximum interval may be extended to 5 feet. Final plan approval 1-foot contour intervals shall be shown for areas of little relief. The contours shall extend a minimum of 100-feet beyond the Property lines.
- c. All existing drainage facilities within map limits including basin boundaries and sub-boundaries.
- d. Conceptual major drainage facilities including proposed storm water quality BMPs, snow storage areas, detention basins, storm sewers, swales, bioretention areas, porous pavement, wetland basins, or outlet structures.
- e. Any offsite feature including drainage that influences the development.
- f. Proposed drainage patterns and, if available, proposed contours.
- g. Legend to define map symbols.
- h. Project name, address, engineering firm and seal, and date the title block in lower right corner.

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i. North arrow, scale and available benchmark information and location for each benchmark.

J. **Supporting Documents.** The following documents which shall be prepared in accordance with applicable standards and shall be submitted in accordance with the requirements of this Code, or any amendment thereto, with the required application fees. These documents shall be a draft copy of each document, which shall be reviewed, and the final copies will be submitted with the final documentation when application is made for Final Approval.

1. Draft copy of Articles of Incorporation and Bylaws of the Homeowners' Association;
2. Draft copy of Declaration of covenants, conditions, restrictions and management policies;
3. A copy of the Record of Survey filed with the County Surveyor's office of the proposed boundary of the overall development and/or phase. In the event that the development has multiple phases, the proposed plat shall show the recorded file number of the Record of Survey and/or paper copy of the survey;
4. A will-serve letter from any Special Service District and/or other appropriate agency, indicating the availability of water, water service, sewer service, electricity, natural gas, telephone service, high speed internet service, extended fire, extended police, schools, garbage collection and disposal, roads maintenance, trails maintenance, Open Space management, storm water detention, and other municipal type services;
5. A form of certification for each of the following (these are proposed certifications of what is intended to be placed on the plat:
 - a. Owner's dedications;
 - b. Surveyor's certificate of accuracy of survey;
 - c. Surveyor's approval

11.06.24 PRELIMINARY PLAN PROCEDURES AND SUBDIVISION IMPROVEMENT PLANS

- A. The Applicant shall submit the Preliminary Plan application package in Electronic Format to Town ~~Hall~~ Staff along with required fees set forth in the Town's Fee Schedule. Up to five (5) hard copies of the Preliminary Plan application package may be requested by Town Staff.
- B. The Town Staff shall ensure all necessary documents and information are included with the application and then submit the application to the following entities:
 1. Town Administrator for validation of tax compliance;
 2. Town Engineer for engineering review;

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3. The Town Planner for planning/design review; and
 4. Wasatch County Fire District for review as provided for in this Code; and
 5. POST Committee for review of planned Parks, Trails, Open Spaces and Public Spaces.
- C. The Town Administrator, Town Engineer, Town Planner, Fire District Representative, or POST Committee Representative may request reasonable additional information from the Applicant from time to time.
- D. Within thirty (30) business days of receiving ~~the a complete application, reports from~~ the Town Administrator, Town Planner, Town Engineer, and Fire District, shall submit reports to the Town Staff, and the Town Staff will review the application again for completeness and a letter will be sent if additional information is needed. If the application is complete, the Town Staff shall submit to the applicant a written review identifying any non-compliant portions of the application, excluding those pertaining directly to the Subdivision Improvement Plans within thirty (30) business days of receipt. If an application is deemed incomplete, the application automatically terminates sixty (60) days after written notice if the necessary components to complete the application have not been submitted. During the Preliminary Plan review process, the Town Staff may request reasonable additional information from the Applicant from time to time; and may ask other advisors to review the plan if, in the opinion of the Town, it may contribute to a decision in the best interest of the Town.
- E. No later than forty (40) business days of receipt of a complete Preliminary Subdivision Application including the Subdivision Improvement Plans, the Town shall complete review of the Subdivision Improvement Plans and provide written comments to the applicant, including an index of requested modifications, deficiencies, or additions each of which shall include citations to ordinances, standards, or specifications (the “Review Log”).
- F. Within forty (40) business days of receipt of the Review Log, the applicant shall respond in writing and identifying all revisions, modifications, or corrections including an index of requested modifications, deficiencies, or additions each of which shall include citations to ordinances, standards, specifications, and document locations (the “Correction Log”). The Correction Log shall address all items raised in the Review Log.
- E.G. Within forty (40) business days of receipt of the Correction Log, or sixty (60) business days in the event the Correction Log was received more than forty (40) business days after the Town sent the Review Log, the Town shall update the Review Log according to this Section and send to the applicant.
- F.H. When the Town Staff determines that the Preliminary Plan is ready for Planning Commission review, they will notify the Commission’s Authority Representative and the Commission’s Authority Representative will establish a date for a public hearing and initial presentation and review of the Preliminary Plan providing sufficient public notice as required under Section 11.06.06.
- G.I. The Planning Commission shall hold ~~one (1)~~ a public hearing on the Preliminary

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Plan application.

~~H.J.~~ After review of the Preliminary Plan at a public hearing, the Planning Commission shall recommend, reject, or recommend the Preliminary Plan with conditions, or may postpone action to allow the Applicant time to provide material or additional information needed by the Planning Commission to then determine appropriate action. However, the public hearing may not be continued to a future date and there may be no more than one (1) public hearing.

~~H.K.~~ At such time that the Planning Commission determines that a ~~complete-compliant~~ application has been provided, the Planning Commission ~~will forward the application along with its recommendations to the Town Council~~ shall approve the preliminary subdivision application and forward the Preliminary Plan to the Town Administrator for consideration associated with a Final Plat Application-, provided however if any conditions are set forth by the Planning Commission, all such conditions must be met prior to application for final approval unless otherwise required by the Planning Commission.

~~J.~~ The Mayor will establish a date for a public hearing that provides sufficient public notice as required under Section 11.06.06.

~~K.L.~~ The hearing before the Town Council will be held, and comments requested from the public at that time. If, after such hearing the Town Council approves the project, the project may then proceed to apply for Final Plat approval, provided however if any conditions are set forth by the Town Council, all such conditions must be met prior to application for final approval unless otherwise required by the Town Council.

~~L.M.~~ The approval of the Preliminary Plan shall be effective for a period of six (6) months from the date the Preliminary Plan is approved by the Planning Commission, at the end of which time the Applicant must have submitted a Final Plat for approval. If a Final Plat is not submitted for approval within the six (6) month period following approval, or as extended by the Planning Commission in writing, the Preliminary Plan shall be void, and the Applicant shall be required to submit a new Preliminary Plan for review and approval subject to the existing provisions of this Code. An approved Preliminary Plan does not authorize the applicant to begin any form of land disturbing activities.

11.06.26 FINAL PLAT APPLICATION

- A. A Final Plat application package is required for all proposed major and minor residential or commercial Subdivisions.
- B. A Final Plat application package includes a completed Final Plat application form, Final Plat, and all required plans, reports and supporting documents described herein that conform to the goals of the General Plan and the Town Code relating to the zone(s) governing the application. The Final Plat shall incorporate the criteria and requirements of the Building Code and other Town Standards.

11.06.26.01 FINAL PLAT APPLICATION PACKAGE

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- A. **Final Plat.** The Final Plat consists of the final, signature-ready engineering drawing(s) prepared using spatial data that are drawn to a scale not smaller than one-inch equals one hundred feet (1" = 100') and that meet the minimum legal standards for survey as defined in Utah Code Annotated Section 17-23-20. The Final Plat must first evidence how the Final Plat conform to the Preliminary Plan and any conditions for preliminary approval. Using the criteria approved from the Preliminary Plan submittal, the Final Plat shall include the following additional information:
1. Information as required from Preliminary Plan.
 2. Development phase number, if a phased project;
 3. Lot lines, dimensions and area; adjacent lots and phases;
 4. Topography (contours at 2-foot intervals) and site drainage plan which illustrate existing and proposed conditions;
 5. Existing vegetation to remain on development and natural features of the land;
 6. Soils testing and analysis. A letter of purpose will be prepared and submitted by a licensed geotechnical engineer that shall consider the findings of the sensitive lands study along with the project engineering, that will determine the type, frequency and nature of the geotechnical investigation and subsequent report. The purpose letter will also state what minimum requirements, with respect to geotechnical studies, will be imposed on the subdivided land prior to the issuing of building permits.
 7. Utah Department of Transportation approval for access off state roads if applicable; approval as required of other state and federal agencies;
 8. Final grading plans illustrating cut and fill limits and limits of disturbance;
 9. Temporary construction erosion control plan and Dust Control Plan;
 10. Final drainage plan illustrating methods of controlling runoff, directing water flow, and detention / retention areas;
 11. Existing and proposed utilities including, fire hydrants, water and sewer lines, and storm sewer system; including plan and profile.
 12. Location and elevation drawings of existing and proposed buildings, signs, dumpster and utility enclosures, fences and other structures;
 13. A complete landscape plan including all plant proposed (number of each, size at time of planting, botanical/scientific name) and all additional landscape features such as retaining walls, stormwater basins, etc. Including all materials and scale noted;
 14. Parking, access, and loading plan when applicable;
 15. Lighting plan, including dark sky initiative;

Commented [A7]: Town Planner and Engineer - we may want to confirm the Preliminary and Final requirements are the same. Once the Subdivision Improvement Plans are approved in preliminary, they cannot be revised or reviewed for substantive compliance in final.

Commented [A8R7]: We should also verify the checklists are updated.

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16. Architectural concept plans;
17. Tabulation of ERUs, as established in accordance with the Town Standards.
18. For Condominiums, the Final Plat shall show the following additional information:
 - a. All buildings;
 - b. Private drives and parking areas;

- B. **Cluster Development Plan.** If a Cluster Development is being requested, additional requirements for Cluster Developments required under the Town Standards should be included.
- C. **Final Road Plan.** As a part of the Final Plat application package, the Applicant shall prepare a Final Road Plan, using the criteria approved from the Preliminary Plan submittal, that includes:
1. Street names within Subdivision as proposed by the developer shall be approved by the Planning Commission and must also be approved by Wasatch County.
 2. Final design of the Public Improvement that includes the location of all roads, curb, gutter, sidewalks, walkways, driveways, off-site parking or other impervious surfaces.
 3. The conclusions and findings that shall support the Criteria used for the design and the final design.
 4. A soils report that supports all specified section profiles and specified soil/aggregate materials.
 5. Information required for the plans shall be in accordance with sound engineering principles, the technical provisions of any Town manuals (where appropriate), these criteria and other applicable Town ordinances, regulations, criteria or design guidelines.
 6. The plans shall be signed and sealed by a Professional Engineer registered in the state of Utah.
 7. The plans shall reference all criteria and technical information used.
 8. Appendices should include all backup and supporting materials.
 9. The plans may be subject to review by outside agencies.
- D. **Final Traffic Impact Study.** A final traffic study and or report prepared and signed by a licensed engineer that practices in the field of transportation.
- E. **Final Evacuation Plan.** As part of the Final Plan application package, the Applicant shall prepare a final Evacuation Plan that includes: procedures for the orderly and coordinated evacuation operations for the proposed development in the event of an

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earthquake, wildfire, flooding, or other natural or manmade disasters. The Plan shall outline in detail warning procedures: to be used for evacuations, to identify primary evacuation routes and shelter resources, to identify procedures for the security of the perimeter during and after the evacuation; and to identify procedures for allowing evacuees to return to their homes.

F. **Final Landscape Plan.** As part of the Final Plat application package, the Applicant shall prepare a Final Landscape Plan, including ongoing maintenance plan. Landscaping shall follow guidelines and setback requirements set forth the Town Standards for the designated zone. Using the approved Preliminary Plan submittal, the Final Landscape Plan shall include the following additional information:

1. Revised locations, if any, for all landscaping material, organic and inorganic, used on the site.
2. Planting plan, including location of all materials, size, and scientific and common name of each material. The planting plan includes the location and type of all ground covers, including non-living materials, and all other landscape features and structures.
3. Grading plan showing berms, landforms, and stormwater management facilities.
4. An irrigation plan, irrigation detail plan and corresponding sheet of irrigation construction notes shall be provided indicating the layout and details of the irrigation system including the type and location of all materials utilized.
5. A development obligation statement that establishes the responsibility of the Developer to install landscaping and irrigation according to these regulations.
6. A maintenance obligation statement, signed by the Applicant, defining responsibility for ongoing maintenance of specific areas, including public rights-of-way, private on-site improvements, and stormwater management facilities.

G. **Final Drainage Control Plan.** As a part of the Final Plat application package, the Applicant shall prepare a Final Drainage Control Plan. The Town Engineer may require use of computer- based models for the evaluation of storm water quality and quantity for new developments. Under site specific conditions where it is believed by the Town that impacts from the development may unacceptably impact downstream water quality or quantity however, their use may be required. The recommendation to use computer modeling during the evaluation process is made since it is likely that the review process will check the validity of the Developer's conclusions utilizing SEDIMOT or other appropriate computer technology. The information required for the plan shall be in accordance with sound engineering principles, the technical provisions of any Town manuals (where appropriate), these criteria, and other applicable Town ordinances, regulations, criteria or design guidelines. The plan may also be subject to review by outside agencies such as JTAC, Federal Emergency Management Agency, U.S. Army Corps of Engineers, Environmental Protection Agency, Utah Water, or other agencies as required. Using the Preliminary Control Plan approval, the Final Drainage Control

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Plan shall include the following additional information:

1. Cover letter presenting the design for review prepared or supervised by a Professional Engineer licensed in the State of Utah with certification that reads as follows:
 - a. "This report for the drainage design of (name of development) was prepared by me (or under my direct supervision) in accordance with the J provisions of the storm drainage design and technical criteria and was designed to comply with the provisions thereof. I understand that the Town of Hideout does not and will not assume liability for drainage facilities design."

Registered
Professional
Engineer State of
Utah No. _____ (Affix Seal)
2. General Location and Description.
 - a. Information as required from Preliminary Plans.
 - b. Local roads within the adjacent to the Subdivision.
 - c. Easements within and adjacent to the site.
3. Description of Property
 - a. Information as required from Preliminary Plans.
 - b. General project description.
 - c. General soil conditions, topography, and slope.
4. Major Basin Description
 - a. Information as required from Preliminary Plans.
 - b. Identification of all irrigation facilities within the basin that will influence or be influenced by proposed site drainage.
5. Previous Studies and Specific Site Constraints
 - a. Previous drainage studies (i.e., project master plans) for the site that influence or are influenced by the drainage design and how implementation of the plan will affect drainage and storm water quality for the site.
 - b. Potential impacts identified from adjacent drainage studies.
 - c. Drainage impacts of site constraints such as roads, utilities, transit ways, existing structures, and development or site plan.

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6. Hydrologic Criteria

- a. Design storm rainfall and its return period(s).
- b. Runoff calculation method(s).
- c. Detention discharge and storage calculation method(s).
- d. Discussion and justification of other criteria or calculation methods used that are not presented in or referenced by the CRITERIA.

7. Hydraulic Criteria

- a. Identify various capacity references.
- b. Discussion of other drainage facility design criteria used that are not presented in these criteria.

8. Storm water Quality Criteria

- a. BMPs to be used for storm water quality control.
- b. Identify, as appropriate, water-quality capture volume and drain time for extended-detention basins, retention ponds and constructed wetland basins.
- c. Identify, as appropriate, runoff volume and flow rates for design of water-quality swales, bioretention areas, porous pavement, wetland basins, etc.
- d. Discussion of other drainage facility design criteria used that are not presented in these CRITERIA or other manuals referenced by the Town of Hideout.

9. Waivers from Criteria

- a. Identify provisions by section number for which a waiver is requested.
- b. Provide justification for each waiver requested.

10. Drainage Facility Design Discuss the following:

- a. Proposed concept, onsite stormwater management infrastructure, and typical drainage patterns
- b. Compliance with offsite runoff considerations.
- c. Anticipated and proposed drainage patterns.
- d. Proposed storm water quality management strategy.
- e. The content of tables, charts, figures, plates, or drawings presented in the report.

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- f. Drainage problems encountered and solutions at specific design points.
- g. Detention storage and outlet design.
- h. Storm water quality BMPs to be used.
- i. Maintenance access and aspects of the design.
- j. Easements and tracts for drainage purposes, including the conditions and limitations for use.

11. Stormwater Maintenance Agreement

12. Conclusions

13. References

- a. Reference all criteria and technical information used.

14. Appendices

- a. Hydrologic Computations (Including computer model input and output listings.)
- b. Land use assumptions regarding adjacent properties.
- c. Initial and major storm runoff at specific design points.
- d. Historic and fully developed runoff computations at specific design points.
- e. Hydrographs at critical design points.
- f. Time of concentration and runoff coefficients for each basin.
- g. Storm water quality BMP sizing calculations including runoff adjustments for minimizing directly connected impervious areas.
- h. Hydraulic Computations (Including computer model input and output listings.)
- i. Culvert capacities.
- j. Storm sewer capacity, including energy grade line (EGL) and hydraulic grade line (HGL) elevations.
- k. Gutter capacity as compared to allowable capacity.
- l. Storm inlet capacity including inlet control rating at connection to storm sewer.
- m. Open channel design.
- n. Check and/or channel drop design.
- o. Detention area/volume capacity and outlet capacity calculations for

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- flood detention and water quality basins; depths of detention basins.
 - p. Wetland area and area/depth distribution for constructed wetland basins.
 - q. Infiltration rates and volumes for porous pavement or release rates where under drains or infiltration is not possible.
 - r. Flow rates, velocities, longitudinal slopes and cross-sections for wetland basins and water quality swales.
 - s. Downstream/outfall system capacity to the Major Drainage way System.

- H. **Final Snow Management Plan.** As a part of the Final Plat application package, the Applicant shall prepare a Snow Management Plan, using the criteria approved from the Preliminary Plan submittal, that includes:
 - 1. Location and capacity of snow storage areas based on 5-year snow average
 - 2. Detailed discussion of snow removal methods and annual management.

- I. **Maps.** As a part of the Final Plat application package, the Applicant shall prepare the following maps according to the following criteria:
 - 1. General Location Map – Shall include all items as identified for the Preliminary Plan.
 - 2. Floodplain Mapping – Shall include all items as identified for the Preliminary Plan.
 - 3. Drainage Plan Mapping – In addition to those items identified for the development of the Preliminary Plan, Drainage mapping shall include the following:
 - a. Property lines, existing Easements, and Easements proposed for dedication, with purposes noted.
 - b. Roads, indicating ROW width, flow line width, curb or roadside swale type, sidewalk, and approximate slopes.
 - c. Existing drainage facilities and structures, including irrigation ditches, roadside ditches, cross pans, drainage ways, gutter flow directions, and culverts. Also show pertinent information such as material, size, shape, slope and locations.
 - d. Proposed type of road drainage (i.e., vertical or combination curb and gutter), roadside ditch or swale, gutter, slope and flow directions, and cross pans.
 - e. Proposed storm sewers and open drainage ways, including inlets, manholes, culverts, and other appurtenances, including riprap or other erosion protection.

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- f. Proposed structural water-quality BMPs, their location, sizing, and design information.
- g. Proposed outfall point(s) for runoff from the developed area and, if required, facilities to convey flows to the final outfall point without damage to downstream properties.
- h. Routing and accumulation of flows at various critical points for the initial and water-quality storm runoff events, and major storm runoff events.
- i. Volumes and release rates for detention storage and water-quality capture volume for facilities and information on outlet works.
- j. Location and water surface profiles or elevations of all previously defined floodplains affecting the Property. If floodplains have not been previously published, they shall be defined and shown on the drainage plan.
- k. Location, and measured or estimated elevations, of all existing and proposed utilities affected by or affecting the drainage design.
- l. Routing of upstream offsite drainage flow through or around the development.
- m. Location of any improvements included in the appropriate or accepted outfall system plan, major drainage plan, and/or storm drainage plan.
- n. Definition of flow path leaving the development through the downstream properties ending at a major drainage way or receiving water.
- o. Location of postal service gang boxes and pull-out area or parking delineated.

J. **Final Documentation.** The following official documents prepared in a manner that will fully present information:

- 1. Articles of Incorporation and Bylaws of the Association;
- 2. Declaration of covenants, conditions, restrictions, and management policies;
- 3. An information brochure (prepared in accordance with applicable standards) for use in the sales program to inform all home buyers in simple terms about the Homeowners Association and the rights and obligations of lot Owners;
- 4. A final form of certification for each of the following (these are the certifications intended to be placed on the plat):
 - a. Owner's dedications;
 - b. Surveyor's certificate of accuracy of survey;

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- c. Surveyor’s approval;
- d. Notary Public's acknowledgement
- 5. The Design Review Guidelines governing building design within the development
- 6. Geotechnical Studies required prior to the issuing of a building permit within the development
- 7. For Condominiums to following documentation is required:
 - a. Required assessments;
 - b. Designation of commonly owned Property;
 - c. Necessary dedication statement;
 - d. Statement concerning the formation of a Homeowners Association for the maintenance of the commonly owned Property; and
 - e. Necessary certifications and approvals.
 - f. A registered architect or engineer shall certify the Final Plat.
- 8. Proof of Completion Bond and Warranty Bond required under the Town Standards.
- 9. Trails location approval letter by the POST Committee.

11.06.28 FINAL PLAT PROCEDURES

- A. The Applicant shall submit the Final Plat application package in Electronic Format to the Town Hall along with required fees. Up to five (5) hard copies of the Final Plat application package may be requested by the Town Staff.
- B. The Town Staff shall ensure all necessary documents and information are included with the application and then submit the application to the following entities:
 - 1. Town Administrator for validation of tax compliance;
 - 2. Town Engineer for engineering review;
 - 3. Town Planner for planning/design review; and
 - 4. Fire District for review; and
 - 5. POST Committee for review of planned Parks, Trails, Open Spaces and Public Spaces.
- C. The Town Administrator, Town Engineer, Town Planner, Fire District Representative or POST Committee Representative may request reasonable additional information from the Applicant from time to time.

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- D. Within thirty (30) days of receiving the reports from the Town Administrator, Town Planner, Town Engineer, and Fire District, the Town Staff will review the application again for completeness and a letter will be sent if additional information is needed. During the Final Plat review process, the Town Staff may request reasonable additional information from the Applicant from time to time; and may ask other advisors to review the plan if, in the opinion of the Town, it may contribute to a decision in the best interest of the Town.
- ~~E. When the Town Staff determines that the Final Plat is complete, Town Staff shall submit the Final Plat to the Town Administrator for review and approval. ready for Planning Commission review, they will notify the Commission's Authority Representative and the Commission's Authority Representative will establish a date for a public hearing and initial presentation and review of the Final Plat providing sufficient public notice as required under Section 11.06.06.~~
- ~~F. The Planning Commission shall hold a public hearing on the Final Plat application.~~
- ~~G. After review of the Final Plat at a public hearing, the Planning Commission shall recommend, reject, or recommend the Final Plat with conditions, or may postpone action to allow the Applicant time to provide material or additional information needed by the Planning Commission to then determine appropriate action.~~
- ~~H. At such time that the Planning Commission determines that a complete application has been provided, the Planning Commission will forward the application along with its recommendations to the Town Council.~~
- ~~I.E. The Town Council will establish a date for a public hearing that provides sufficient public notice as required under Section 11.06.06.~~
- ~~J.F. The hearing before the Town Council will be held, and comments requested from the public at that time. After such hearing the Town Council will vote to either approve the projects without conditions, approve the project with conditions or to not approve the project. The Town Administrator shall confer with Town Engineer, Town Planner, Fire District Representative or POST Committee Representative prior to issuing any final determination or approval.~~

11.06.30 RECORDING OF THE PLAT

Final Plat Recordation. After gaining final approval, a Final Plat shall be prepared on reproducible Mylar drawn in accordance with the Town Standards at a scale not smaller than one inch equals one hundred feet (1" = 100') that meet the minimum legal standards for survey as defined in Utah Code Annotated section 17-23-20, and shall show the following:

- A. Boundaries of the development and location of all required survey monuments; and
- B. Location of all lot lines; and
- C. Location and extent of all road and other parcels of land to be dedicated to the public and to be retained in private Ownership; and
- D. Location and extent of all Easements; and

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- E. The certifications previously proposed and approved as part of the Final Documentation provided; and
- F. The following Signature Blocks:
 - 1. Required
 - a. Surveyors Certificate
 - b. Owner's Dedication, Lien Holder, and Acknowledgement
 - c. Administrative Approval: Mayor and Attestation
 - d. Planning Commission Chair
 - e. Town Attorney
 - f. Town Engineer
 - g. Wasatch County Surveyor
 - h. Wasatch County Recorder
 - 2. Optional (to be included based on the circumstances indicated):
 - a. Jordanelle Special Services District (when services are directly provided to the subdivision by JSSD)
 - b. Wasatch County Housing Authority (when the subdivision contains an Affordable Housing component)

11.06.32 NO SALE OF LOTS UNTIL PLAT RECORDATION

Lot(s), in a Subdivision may not be sold until after the plat has been recorded.

11.06.34 WITHDRAWAL OF APPLICATION

An Applicant may withdraw a land use application at any time prior to a land use authority decision on the application. Application fees set forth ~~the~~ in Section 11.06.14 ~~shall~~ may not be refundable. Any unused Actual Cost Fees set forth in Section 11.06.14 will be refunded.

11.06.36 EXPIRATION AND REVOCATION OF FINAL PLAT AND PERMITS

All expirations and revocations are automatic except at the discretion of the Town Council. Any exceptions or extensions granted by the Town Council must be in writing. Any remediation of the Property will be paid for from the posted Completion Bond required under the Town Standards. The Final Plat shall expire and be subject to revocation if the Final Plat is not recorded within six (6) months from the date of approval. The Town Council may grant a one-time extension to the recording of the Final Plat not exceeding six (6) months; provided, that the Developer submits the request for extension prior to expiration of the Final Plat and satisfies any new Town requirements pertaining to the public health, safety and welfare. Further, and in

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addition to any remedies available to the Town and any other requirements associated with the grading permits, building permits, or permits for development, the following circumstances shall be grounds for the expiration and revocation of any grading permit, building permit, or other permit granted for the development on the Final Plat.

- A. **Failure to Timely Complete Grading.** If grading is not completed within one (1) year after the issuance of a grading permit unless an extension (not to exceed six [6] months) is granted by the Town Council.
- B. **Failure to Timely Complete Building.** If construction of a building or other improvement is not complete within two (2) years after the issuance of a building permit unless an extension (not to exceed six [6] months) is granted by the Town Council.
- C. **Abandonment.** If development, including grading, construction, etc., ceases for a continuous period for more than six (6) months after the start of development activities unless the Town Council approves the cessation of work.
- D. **Violations.** If there is a violation of any local, federal, or state regulations, including the Town Code and other Town Standards which the permit holder fails to remedy within thirty (30) days after receiving written notice of the violation.

11.06.38 REAPPLICATION FOLLOWING APPLICATION DENIAL

If a land use application is denied for failure to meet the requirements of the Town Code or other Town Standards, a land use application from the same Applicant for all or any part of the same Property shall not be considered for a period of at least one (1) year from the date of denial, unless the prior denial was based upon a mistake of fact, or on a motion duly passed by the Town Council to act immediately and identifying a valid public purpose.

11.08 DEVELOPMENT AGREEMENTS

11.08.02 PURPOSE

The Developer/ Owner and the Town of Hideout may enter into a Development Agreement that outlines the duties, responsibilities, obligations, commitments and promises of the Developer/ Owner and the commitments of the Town.

11.08.04 GENERAL REQUIREMENTS

- A. The Development Agreement may include residential Cluster Development as outlined in the Town Standards.
- B. The Development Agreement shall be prepared by the Town Attorney and shall incorporate all agreements between the parties relating to the development which the subject of the Development Agreement.
- C. If a Development Agreement is required as a condition of Final Plat approval, the Development Agreement must be approved prior to the Mayor's signature on the Final

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Plat.

- D. If the Developer is including parks, Open Space, clubhouses and/or trail improvements within a development, the Development Agreement shall include proposed phasing and terms of completion of these improvements.
- E. Any special agreements, conveyances, restrictions or covenants which govern the use, maintenance and continued protection of common areas shall be included in the Development Agreement.
- F. The Development Agreement may provide limitations on the number of building permits issued and/or phases of the project to be approved subject to the completion of the improvements.
- G. The Development Agreement for phased Subdivisions shall incorporate the phased Subdivision master plan.
- H. The Development Agreement shall include all required improvements and bonds guaranteeing Subdivision construction as outlined in the Town Code, as well as a schedule for implementation.
- I. If the development is a phased Subdivision, the Development Agreement shall specify all conditions and requirements that must be met in order to protect and maintain a vested approval for all subsequent phases. For example, the Town may impose as a condition precedent to final approval of subsequent phases, the availability and access to water and sewer services and source sufficient to accommodate the subsequent phases.

11.08.06 DEVELOPMENT AGREEMENT APPROVAL

Approval of The-a Development Agreement is a legislative action and shall be approved by the Town Council and signed by the Mayor.

11.08.08 DEVELOPMENT AGREEMENT RECORDING

The Development Agreement shall be recorded in the Wasatch County Recorder's office. Recordation by the Town shall only take place after all of the necessary signatures are obtained, all approvals given, and all bonds and fees posted. The Development Agreement must be recorded prior to the recording of the Final Plat.

11.08.10 DEVELOPMENT AGREEMENT REQUIRED FOR PHASED DEVELOPMENT

If any requirement of this Title or the applicable standards is proposed to be satisfied by relation to or incorporation of components of another phase or related development, the applicant shall enter into a development agreement with the Town governing the applicable phases or related development or otherwise modify the application to satisfy all requirements independently.

File Attachments for Item:

1. Discussion and possible action to authorize the Mayor to negotiate terms on a long term lease for a fire station on Town property

SINGLE PURPOSE GROUND LEASE FOR WASATCH FIRE DISTRICT FIRE STATION 56

THIS GROUND LEASE (this “**Lease**”) is entered by and between the **Town of Hideout**, a Utah municipal corporation (“**Landlord**” or “**Hideout**”) and the **Wasatch County Fire Protection Special Service District**, a special service district and political subdivision of the state of Utah (“**Tenant**” or “**WFD**”), and is effective as of the last date set forth beneath the parties’ respective signature lines below (the “**Commencement Date**”).

RECITALS

WHEREAS, the WFD is a special service district created to provide fire protection and emergency medical services within its jurisdictional boundaries, which it does by assessing property taxes on property within its boundaries, owning, operating and building its fire stations; and

WHEREAS, the Town of Hideout, a municipality of Utah, incorporated in 2008 and receives fire protection and emergency medical services from the WFD; and

WHEREAS, WFD has selected a location for Station 56 within Hideout and Hideout has determined it to be in the best interests of the city and its residents to grant the WFD a single purpose ground lease on a portion of parcel of land owned by Hideout (which parcel is identified as Wasatch County Parcel 21-2486, hereafter, the “**Hideout Parcel**”), to be used exclusively for the construction and continuous operation of a new Fire Station 56; and

WHEREAS, Hideout has determined that having Station 56 located in Hideout will benefit the residents of Hideout by reducing emergency response times, and that such benefit is adequate consideration for this Lease; and

WHEREAS, Hideout and the WFD desire to execute this Lease to memorialize their understanding regarding the construction and operation of Station 56 on city-owned property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals above are hereby incorporated into this Lease Agreement.
2. **Ground Lease Property.** Subject to and upon the terms and conditions set forth herein, Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Hideout Parcel more particularly described in Exhibit “A,”

attached hereto and incorporated herein by this reference (the “Ground Lease Property”), subject only to Permitted Encumbrances, in accordance with the provisions of this Ground Lease, to have and to hold for the term of this Ground Lease unless sooner terminated as expressly provided herein.

3. Rent. Landlord and Tenant agree that, as governmental entities, it is in the best interest of both parties and in the best interest of the residents of Hideout for the parties to enter this Lease agreement on a basis of mutual advantage, and that therefore Tenant will not be required to pay any monetary rent under the Lease.

4. Term and Commencement. Unless terminated sooner as provided herein, the initial term of this Lease shall be for a period of Forty (40) years beginning on the Commencement Date, defined above, and ending at 11:59 p.m. MST on the Fortieth (40th) anniversary of the Commencement Date. Thereafter, the term will automatically renew for an additional twenty (20) year term unless a party gives notice of its intent not to renew the term no later than 180 days prior to the end of the initial term. At the conclusion of the twenty (20) year extension term, the term will automatically renew for a second twenty (20) year term unless a party gives notice of its intent not to renew the term no later than 180 days prior to the end of the first twenty (20) year extension term.

5. Possession. Landlord shall deliver possession of the Ground Lease Property as described in Exhibit “A” to Tenant immediately upon execution of this Lease.

6. Exclusive Use of Ground Lease Property. Tenant shall continuously use the Ground Lease Property exclusively as an active fire station for the delivery of fire suppression and emergency medical ambulance services (the “Permitted Use”) on a 24/7/365 basis. Tenant may also use the Ground Lease Property for other related WFD purposes incidental to the Permitted Use such as training of its staff and the public.

7. Construction of the Project.

a. The Project. Tenant intends to construct Station 56 and related facilities on the Ground Lease Property at its sole cost, and may install and/or construct other improvements and equipment on, under, and over the Ground Lease Property (the “Project”). The size, design, and manner of construction of the Project shall be determined by Tenant, in its sole and absolute discretion, subject only to compliance with applicable law including Hideout’s zoning and regulatory framework. The parties agree to cooperate in good faith to facilitate the construction and operation of Station 56.

b. Construction. Tenant will design and construct all Project improvements at Tenant’s sole cost and expense and in accordance with applicable laws in effect at the time of construction. In the event any construction, mechanics or materialman’s lien is filed against the Ground Lease Property as a result of any construction undertaken upon the Ground Lease Property by Tenant, then Tenant shall cause said lien to be discharged within thirty (30) days of written notice from

Landlord, provided, however, if Tenant desires to contest the validity or amount of any such lien, it may do so without payment of disputed amounts provided that a bond or other sufficient security is posted in lieu of such lien.

c. Signage and Security. Tenant, at its own expense, shall have the right, in its sole and absolute discretion, to install and maintain identification signs on the Ground Lease Property and such other signs, security cameras and/or equipment necessary, as determined by Tenant in Tenant's sole and absolute discretion, for security purposes provided that all such are installed and maintained in compliance with all applicable laws.

d. Easements/Other Documents. Landlord will grant, execute, and duly acknowledge and deliver to Tenant, or cause to be granted, executed, and duly acknowledged and delivered to Tenant, within Ten (10) Business Days of written request therefor, in recordable form acceptable to Wasatch County and in a form reasonably acceptable to both Landlord and Tenant, any and all utility, sanitary sewer, storm drainage, detention, retention, access, ingress and egress, sign, parking, slope, grading and other easements on the Hideout Parcel necessary or desirable, for Tenant to construct, or cause to be constructed, for the Project upon the Ground Lease Property and for the use and enjoyment the Ground Lease Property for the Permitted Use for the duration of the Term.

e. In the event that any third party asserts any right, title, or interest in the Ground Lease Property, whether in the form of covenants, restrictions, reservations, liens, conditions, encroachments, easements, or other matters of title that affect the Ground Lease Property, Landlord and Tenant will cooperate in good faith to resolve the matter so as to preserve Tenant's ability to use and occupy the Ground Lease Property as contemplated in this Lease.

8. Termination. Except as expressly stated herein, if and when this Lease terminates for any reason, all rights and interests in the Ground Lease Property conveyed by Landlord to Tenant shall automatically revert back to Landlord, and Tenant shall no longer have any rights or interests whatsoever in the Ground Lease Property. Hideout agrees not to prematurely terminate this lease except, in Hideout's sole discretion, for WFD's uncured breach as provided herein. WFD agrees not to prematurely terminate this lease except, in its sole discretion, for Hideout's uncured breach as described herein. Notwithstanding anything to the contrary in this Lease, WFD may terminate this Lease in the event that Hideout has not issued a Conditional Use Permit for the Project within 9 months of the Commencement Date, with terms and conditions acceptable to WFD in its reasonable discretion.

Termination without cause requires one year advance written notice to the other party. Termination for cause requires ninety (90) days written notice to the other party after the required notice and opportunity to cure under Section 9 Default.

If Hideout prematurely terminates this Lease without cause as described herein, Hideout

will reimburse WFD for the depreciated value of the Station (excluding vehicles and portable equipment) and all fixed improvements in an amount equal to the cost of construction less two and one-half percent (2.5%) per year of depreciated value (that amount, the "Depreciated Project Value").

If WFD prematurely terminates this Lease without cause as described herein, WFD agrees to transfer ownership of the fire station and all fixed improvements to Hideout without any cost.

9. Default.

a. Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events shall occur ("Event of Default"):

i. Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against it a petition for bankruptcy, insolvency or for the appointment of a trustee or receiver;

ii. Tenant fails to complete construction of a fire station on the Property within Thirty Six (36) months, or if at any time after completion of the fire station Tenant ceases to use the Ground Lease Property as an active fire station to deliver fire suppression and emergency medical ambulance services in excess of sixty (60) consecutive days, then Landlord may terminate this Lease with cause.

iii. Tenant fails to observe, keep, perform, or cure within sixty (60) days after written notice by Landlord, any of the other terms, covenants, agreements, or conditions contained in this Lease or those set forth in any other agreements or rules or regulations which Tenant is obligated to observe or perform. In the event such default reasonably could not be cured or corrected within such sixty (60)-day period, but is reasonably susceptible to cure or correction within one hundred twenty (120) days, then Tenant shall not be in default hereunder if Tenant commences the cure or correction of such default within twenty-one (21) days after receiving such written notice from Landlord and diligently prosecutes the same to completion within one hundred twenty (120) days after commencing such cure or correction. Notice given under this Paragraph shall specify the alleged default and shall demand that Tenant perform the provisions of this Lease within the applicable period of time, or quit the Ground Lease Property. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in writing.

b. Landlord's Remedies. Upon the occurrence of an Event of Default, then Landlord may exercise any remedy available in law or in equity. However, prior to commencing any litigation, the parties shall first engage in good faith negotiations for 90 days during the notice period described herein. If after 90 days of good faith negotiation the parties do not enter into a formal written resolution, then and only then may Landlord commence litigation.

c. Landlord's Default. Landlord shall not be deemed to be in default of the performance of any covenant, agreement, or obligation required to be performed by Landlord hereunder unless and until it has failed to perform such obligation within thirty (30) days and after receipt of notice by Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

d. Tenant's Remedies. In the event of a default by Landlord in the performance of any covenant, agreement or obligation to be performed by Landlord hereunder, which default is not cured as and when required, Tenant shall have the right, but not the obligation, to perform such covenant, agreement or obligation on Landlord's behalf and seek reimbursement from Landlord for the actual costs of performing any such covenant, agreement or obligation. However, prior to commencing any litigation, the parties shall first engage in good faith negotiations for 90 days during the notice period. If after 90 days of good faith negotiations, the parties do not enter into a formal written resolution, then and only then may Tenant commence litigation.

10. Taxes and Utility Expenses.

a. Real and Personal Property Taxes. Although it is recognized that both parties are governmental entities that are typically not subject to the payment of taxes, the parties nonetheless agree that during the term of this Lease, Tenant shall pay, as and when the same become due, any tax, assessment, license, fee, levy, penalty, real property or other tax with respect to the Ground Lease Property as described in Exhibit "A", its operation as contemplated herein, this Lease, or any rent payable hereunder (the "Taxes"). Tenant's ability to pay the Taxes shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a fiscal tax year included in the commencement or expiration of the Term. With respect to any assessments which may be levied against or upon the Ground Lease Property, or which under the law then enforced may be evidenced by improvement bonds or other bonds or may be paid in annual installments, only the amount of such annual installment (with the appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual taxes levied against the Ground Lease Property.

b. Utilities and Services. From and after the commencement of the Term of this Lease, Tenant shall be solely responsible for and shall pay promptly all charges for water, gas, electricity, sewer, heat, light, power, telephone, internet, refuse pickup, janitorial services, and other utilities, materials, and services furnished directly or used by Tenant in, on, or about the Ground Lease Property upon it during the term of this Lease, together with any Taxes thereon.

11. Maintenance and Repairs.

a. From and after the commencement of this Lease, Tenant, at its own cost

and expense, shall keep and maintain the Ground Lease Property or cause it to be kept and maintained in good repair and condition and shall use all reasonable precaution to prevent waste, damage, or injury thereto. Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Ground Lease Property.

b. From and after the commencement of this Lease, Tenant, at its own cost and expense, shall be solely responsible for the maintenance of the structure, its installed systems, exterior grounds and driveway of the Ground Lease Property.

12. Alterations, Additions and New Improvements. At any time during the Term and at Tenant's sole cost and expense, Tenant may make or permit to be made any modifications or alterations to the Project, including, without limitation, modifications to the size or scope of the Project, with contractors, vendors, consultants, or architects that Tenant may select from time to time, in Tenant's sole and absolute discretion, provided there is no existing and unremedied default on the part of Tenant, under any of the terms, covenants, and conditions of this Lease. Tenant will limit its activities to the Ground Lease Property described in Exhibit "A".

13. Title to the Project. Title to the Project (but not the underlying Ground Lease Property) shall be and remain in Tenant except as described in this agreement for breach or termination. Unless otherwise agreed to by the parties, Tenant may remove the improvements and/or equipment, at any time during the Term, upon expiration of the Term, or upon any earlier termination of this Lease by the parties. Tenant shall be entitled to remove all improvements, equipment, and trade fixtures from the Ground Lease Property on or prior to the expiration or earlier termination of the Lease. Notwithstanding anything to the contrary set forth herein, the equipment and improvements shall remain the sole property of Tenant after the expiration or termination of this Lease, provided the equipment or other improvements are removed no later than sixty (60) days after expiration or earlier termination of this Lease.

14. Governmental Immunity. The parties are governmental entities under the Utah Governmental Immunity Act (Utah Code Ann. §§ 63G-7-101, *et seq.*, as amended) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act.

15. Quiet Enjoyment. Tenant, upon the Commencement Date and upon observing and keeping all covenants, warranties, agreements, and conditions of this Lease on its part, shall quietly have and enjoy the Ground Lease Property during the Term of this Lease.

Landlord agrees not to develop or co-locate other facilities on the Hideout Parcel that attract or require regular public access. It is understood and agreed that Hideout may

locate a city services facility and associated equipment and personnel on the parcel that contains the Ground Lease Property so long as such a facility limits public access to the parcel through the shared driveway. Hideout will coordinate with WFD on the design of any co-located facility and will instruct its employees that WFD shall have priority emergency use of any shared driveway.

16. Insurance.

a. Insurance. Tenant covenants, certifies, and warrants that the following insurance coverages under the Act will be in place and in full force and effect by the first day on which Tenant will, in connection with this Lease, occupy the Ground Lease Property.

- i. Tenant will maintain real property insurance or maintain a program of self-insurance sufficient to repair or replace the principal buildings constructed upon the Ground Lease Property and Tenant-owned personal property and equipment within the buildings that are necessary to operations.
- ii. Tenant will maintain commercial property insurance or maintain a self-insurance program sufficient to repair or replace Tenant's property and equipment in the buildings constructed upon the Ground Lease Property that are necessary to its operation. Such insurance will be not less than the same that Tenant maintains for similar properties.

a. Other Terms of Insurance; Delivery of Policies and Payment of Premiums. All policies of insurance required by this Lease shall contain an endorsement or agreement by the insured that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant or Landlord which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim, or deduction against Tenant or Landlord.

b. Waiver of Subrogation. Landlord, except to the extent Tenant's insurance covers loss to Landlord, and Tenant each hereby waive all rights of recovery against the other and the other's agents on account of loss or damage occasioned to such waiving party to the extent that such loss or damage is insured or is required to be insured against under an insurance policy required by this Paragraph. Tenant shall, upon obtaining policies of insurance required hereunder, give notice to the insurance carriers that the foregoing waiver of subrogation is contained in this Lease.

17. Damage or Destruction. In the event that, at any time after the Commencement Date, the Ground Lease Property or any improvements later built upon it shall be destroyed or substantially damaged in whole or in part, Tenant may elect to either (i) repair the Ground Lease Property and any improvements on it, or (ii) terminate this Lease. In the event Tenant terminates the lease under this Paragraph 18, the Depreciated Project Value shall be the remaining value under Paragraph 8 "Termination" less the total estimate of repairs from the damage or destruction justifying termination.

18. Eminent Domain.

a. Total Taking. If title to all of the Ground Lease Property, or so much thereof, is taken for any public or quasi-public use under any statute or right of eminent domain, Tenant shall be entitled to its portion of the proceeds from such taking.

b. Partial Taking. If any part of the Ground Lease Property is taken and, in Tenant's discretion, the remaining part is reasonably suitable for Tenant's continued occupancy Tenant may, in its sole discretion, and at its own cost and expenses, redesign, redevelop and reconstruct the improvements upon the Ground Lease Property so as to make that portion of the Ground Lease Property not taken suitable for Tenant's continued operation and use; however, Tenant shall be entitled to its portion of the proceeds from such taking.

19. Tenant's Representations and Warranties. Tenant hereby represents and warrants to Landlord, as of the date hereof and the Commencement Date, as follows (it being understood that Landlord is relying upon the representations and warranties of Tenant in entering into this Lease):

a. Organization. Tenant is a special service district of the state of Utah, duly organized, validly existing and in good standing under the laws of such jurisdiction, and has fulfilled all legal requirements necessary for Tenant to transact business in Utah;

b. Authorization. The execution and delivery of this Lease by Tenant has been duly authorized by proper proceedings, and this Lease constitutes the valid and binding obligation of Tenant, enforceable in accordance with its terms;

c. Compliance with Laws. Tenant is not in default under or in violation of any material provision of any statute, law, ordinance, rule, regulation, order, writ, judgment, injunction or decree of any governmental authority or arbitrator, including, without limitation, any law regulation hazardous materials, which would materially impair Tenant's ability to comply with the terms of this Lease.

20. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant, as of the date hereof and the Commencement Date, as follows (it being understood that Tenant is relying upon the representations and warranties of Landlord in entering into this Lease):

a. Organization. Landlord is a political subdivision of the state of Utah, duly organized, validly existing and in good standing under the laws of such jurisdiction, and has fulfilled all legal requirements necessary for Landlord to transact business in Utah;

b. Authorization. The execution and delivery of this Lease by Landlord has been duly authorized by proper proceedings, and this Lease constitutes the valid and binding obligation of Landlord, enforceable in accordance with its terms;

c. **Compliance with Laws.** Landlord is not in default under or in violation of any material provision of any statute, law, ordinance, rule, regulation, order, writ, judgment, injunction or decree of any governmental authority or arbitrator, including, without limitation, any law regulation hazardous materials, which would materially impair Landlord's ability to comply with the terms of this Lease.

21. Tenant's Covenants. Tenant agrees and covenants with Landlord that during the Term of this Lease Tenant shall:

a. Comply, in all material respects, with all applicable laws, ordinances, rules, regulations, orders, writs, judgments, injunctions, or decrees of any court, arbitrator or governmental authority and duly observed, in all material respects, all other requirements of government authorities including, without limitation, all statutes, rules, regulations and orders relating to environmental pollution, public and employee health and safety, and employee benefits, and comply with all material zoning ordinances and all regulations, and not initiate any change in any such ordinances and regulations; and

b. Maintain, preserve, and protect the Ground Lease Property, for the continued conduct of its business and to keep the Ground Lease Property, in good repair, working order and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the business carried on by Tenant may be properly and advantageously conducted at all times in accordance with prudent business management practices.

22. Landlord's Covenants. Landlord agrees and covenants with Tenant that during the Term of this Lease Landlord shall:

a. Maintain, preserve, and protect the Hideout Parcel (excepting the Ground Lease Property), for the continued conduct of its business and to keep the Hideout Parcel, in good repair, working order and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the business carried on by Landlord may be properly and advantageously conducted at all times in accordance with prudent business management practices.

b. Not impose any rule, regulation, resolution, or ordinance for the purpose of preventing construction or operation of the Project or which unreasonably hinders Tenant from operating Station 56, provided that this subsection shall not prevent legislative enactments that meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980).

23. Force Majeure. In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, pandemics, acts of God, or the act, failure to act, or default of the other party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the party in default shall diligently pursue

compliance with all terms of this Lease. For the avoidance of doubt, the time periods set forth in section 6, above, will be tolled during a force majeure event pursuant to this section.

24. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address listed below, or other such address as either party may designate by notice given from time to time in accordance with this Paragraph.

Landlord: The Town of Hideout
Attn: City Administrator
10860 No. Hideout Trail
Hideout, UT 84036

Tenant: Wasatch Fire District
Attn: [POSITION]
25 North Main St.
Heber City, UT 84032-1827

25. Surrender; Holding Over. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Ground Lease Property and the Facility upon it to Landlord. If Tenant remains in possession of all or any part of the Ground Lease Property or the Facility upon it after the expiration of the Term without the prior written consent of Landlord, such possession shall constitute a month-to-month tenancy only and subject to every term, condition and covenant contained in this Lease.

26. Miscellaneous.

a. Broker. Each of the parties represents to the other that there are not claims for brokerage commissions or finder's fees arising through the acts of that party in connection with the execution of this Lease.

b. Recording. Tenant and Landlord agree to execute, have acknowledged, and delivered a Memorandum of this Lease in recordable form which thereafter may be recorded.

c. Attorneys' Fees. In the event that any action shall be instituted by either of the parties hereto for the enforcement of any of its rights in and under this Lease each party shall bear its own litigation costs, expenses and attorney fees.

d. Governing Law. It is understood and agreed by the parties hereto that this Lease shall be governed by the laws of the State of Utah and the ordinances of Wasatch County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of

Wasatch County, State of Utah.

e. Captions. The captions and headings used in this Lease are for the purpose of convenience and shall not be construed to limit or extend the meaning of any part of this Lease.

f. Time. Time is the essence for the performance of each term, condition, and covenant of this Lease.

g. Day/s. Any reference to a single or plural day shall mean a calendar day.

h. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

i. Survival. All covenants and indemnities set forth herein shall survive the expiration or sooner termination of this Lease.

j. No Agency. It is not the intention of Landlord or Tenant to create an interlocal entity or a relationship of master-servant, principal-agent, partner, joint venture, or member of a joint enterprise, it being the sole purpose and intent of the parties hereto to create only a relationship of Landlord and Tenant.

k. Exhibits and Recitals. The recitals set forth above and all exhibits to this Lease are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Lease.

l. Counterparts. This Lease may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

m. Assignment. This Lease Agreement may not be assigned by either party without the formal expressed written consent of the other party. Any such attempted assignment by a Party shall be void and unenforceable.

n. Waiver. The waiver by Landlord of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with all of the provisions of this Lease. The rights and remedies of Landlord under this Lease shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have. No waiver of any right shall occur except by express writing, signed by the party waiving such right.

o. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any prior agreements, representations, negotiations, or correspondence between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding upon the parties, their successors or assigns unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year written below their respective signatures.

*****Signatures on Following Page*****

TOWN OF HIDEOUT

By: _____

Its: _____

Date: _____

Attest: _____
Hideout Recorder

WASATCH FIRE DISTRICT

By: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description of Ground Lease Property

4846-6828-5428, v. 2

File Attachments for Item:

2. Discussion and possible approval for the Mayor to enter into an agreement for litigation counsel with Fabian VanCott

December 12, 2024

Jan McCosh, Town Administrator
Town of Hideout, Utah
10860 North Hideout Trail
Hideout, UT 84036

Re: Engagement Agreement

Dear Ms. McCosh:

Fabian VanCott (“Firm” or “We”) is very pleased to provide legal services to the Town of Hideout, Utah (“Client” or “You”), on the following terms and conditions:

1. **Conditions.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement. and Upon satisfaction of these conditions, this Agreement will be deemed to take effect. Even if this Agreement does not take effect, Client will be obligated to pay the Firm the reasonable value of any services the Firm may have performed for Client.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

2. **Scope of Engagement.** You have retained Firm under this agreement to provide legal services regarding representing the Town of Hideout, Utah, in litigation involving land use and contractual disputes, including but not limited to those brought by Mustang Development, LLC/Park City Mountain Builders, LLC, in the 4th Judicial District of Utah, Case No. 2100500045, Case No. 220500009, Case No. 230500015, and Case No. 230500087.

No other representation is undertaken currently. Specifically, we are not undertaking to represent you in any dispute with governmental agencies (federal, state, or local). If such matters arise in the future, we would agree to act in a similar capacity in such matters under the terms of this letter upon request by you, and subject to our lack of conflicts, Client being current in its payment for representation in the above matters, and the parties agreeing to the amount of the additional compensation.

You have not retained us to provide you with advice in areas of general corporate, securities, guardianship/conservatorship, tax, or other specialized areas of law unrelated to the specific representation which we have undertaken. We assume no responsibility or obligation to

Jan McCosh, Town Administrator
Town of Hideout, Utah
December 12, 2024
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provide any such other advice unless specifically contracted for in writing. Unless you do not make such arrangements with Firm, however, we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken.

The Firm will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Firm will undertake to prepare such documents as may be required with respect to the Matter, and to make any and all filings with appropriate regulatory agencies as are required. There can be no assurances, and the Firm makes no guarantees, representations, or warranties as to the particular results from the Firm's services and the response and timeliness of action by any governmental official or department.

Client acknowledges and agrees that the Firm relies on Client's representations that all activities undertaken by Client in connection with the representation will be in full compliance with all applicable laws. Further, Client understands that the accuracy and completeness of any document prepared by the Firm is dependent upon Client's alertness to assure that it contains all material facts which might be important and that such documents must not contain any misrepresentation of a material fact nor omit information necessary to make the statements therein not misleading. To that end, Client agrees to review, and confirm to us in writing that they have reviewed, all materials for their accuracy and completeness prior to any use thereof. Client agrees to provide the Firm any and all written materials, contracts and other information relevant to the Firm's representation in the Matter and necessary or desirable for the Firm's determination as to the legal effect of any transaction. Client also acknowledges that this responsibility continues if the materials become deficient in this regard.

Although Firm endeavors to inform clients and others of significant changes in the law, it is not always possible to do so, and keeping Client continuously informed of such changes is therefore beyond the scope of this representation. For this reason, after your current Matter has been completed, we recommend that you periodically contact Firm to have your Matter reviewed, especially if there are significant changes in your circumstances or if you become aware of changes in the law.

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. The Firm's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client, or estimate of fees given by the Firm, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

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3. **Staffing and Fees.** Because the amount of attorney time required to perform a given task can vary substantially from case to case, and because much of the time required is a function of forces beyond the control of the attorney, we normally find it sensible to avoid a firm estimate or fixed fee arrangement on any particular assignment. Firm's fees for professional services are based upon what we believe is the fair and proper charge for the work and responsibility involved in each particular job. We normally base our fees on an hourly rate assigned to each attorney, paralegal and assistant, based upon his or her experience and ability. We intend that David P. Billings, Robert G. Crockett, and Scott R. Sabey will have primary responsibility for this Matter initially. To staff this Matter as efficiently and cost-effectively as possible, we may assign among attorneys, legal assistants, law clerks and document clerks in a manner appropriate to the level of expertise required. Staffing will depend primarily on Mr. Billings' judgment in consultation with Mr. Crockett and Mr. Sabey as to the experience and expertise required to properly discharge Firm's professional responsibilities. The parties have agreed to the following hourly rates for the following legal professionals through July 1, 2027:

Description	Reg. Price/Hr.	Hideout Price/Hr.	Discount
P. Bruce Badger	\$600	\$540	\$60
Jason W. Hardin	\$550	\$460	\$90
Joan M. Andrews	\$420	\$378	\$42
Scott R. Sabey	\$450	\$405	\$45
Scott M. Lilja	\$520	\$468	\$52
H. Michael Keller	\$525	\$445	\$80
Scott M. Petersen	\$600	\$510	\$90
David P. Billings	\$450	\$380	\$70
Robert G. Crockett	\$420	\$400	\$20
Artemis D. Vamianakis	\$450	\$380	\$70
Sarah C. Vaughn	\$360	\$324	\$36
Tanner J. Bean	\$360	\$300	\$60
Thomas B. Stockard	\$340	\$290	\$50
Rosemary J. Beless	\$600	\$540	\$60
Kirsten R. Allen	\$400	\$360	\$40
Jacqueline M. Rosen	\$280	\$240	\$40
Abigail Gates	\$270	\$230	\$40
Cheryl Buhler	\$240	\$205	\$35
Other Paralegals	\$220-240	\$185-205	\$35-35
Other Associates	\$280-340	\$240-290	\$40-50

If other lawyers in the firm become involved, hourly rates in the firm are detailed in the attached

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list. The billing rates are reasonably adjusted from time to time, usually not more frequently than annually. Generally, advance notice of these adjustments is not given to you unless requested. In charging for its services, Firm considers all the factors outlined in the Rules of Professional Conduct that govern our lawyers. In the event the assistance of other law firms or consulting firms are required, you authorize Firm to engage such firms, and Firm will endeavor to consult with you with respect to such actions.

4. **Costs and Expenses.** Firm may incur certain out-of-pocket and in-house costs and expenses such as copying, telephone expenses and courier services in connection with its performance of legal services. These costs will be billed to the Client or, in the case of certain expenses such as filing fees, the Client will be requested to provide such amounts in advance. A copy of Firm's current cost and expense rates is attached hereto for your reference. Client agrees to pay all expenses advanced by the Firm, and to provide expenses in advance upon request by the Firm.

5. **Billing.** You will be billed for services monthly unless otherwise agreed. Each bill will be payable within 30 days of its (e-)mailing date. All bills will include a description of the services performed and the time expended each day by each attorney or employee. Reimbursable expenses included on each bill will be broken down by category. Firm will maintain backup documentation for all expenses, which you may review as necessary. Statements which are not paid within thirty days of mailing will bear interest at our standard late rate of 1.5% per month, and Firm may recover any reasonable attorneys' fees and costs incurred in attempting to collect on a delinquent statement. If any statement is not paid in full within 30 days, Firm will have the option to withdraw from this representation and you hereby consent to withdrawal under those conditions. Further, a failure to question or object to any charges within 30 days after receipt of a statement will constitute Client's agreement to the statement as presented. Client and Firm will work together on developing (and revising) a budget and Firm will keep Client apprised of reasonable estimates and expectations. In no event will Firm exceed the agreed upon budget unless there is an urgent need after which the parties will revisit whether the budget needs to be amended.

6. **Retainer.** It is the practice of Firm to require a retain an initial cash deposit (a "retainer") when we undertake new representation. We are not requiring a retainer for this matter currently. However, but will when we approach trial. Should our assessment of the complexity, scope or risk of our work for you increase, we can reasonably require an additional retainer amount. Such a retainer will be held in a non-interest-bearing escrow account prior to commencing any representation. The Retainer will be deposited into our client trust account. Invoices will not be billed against this retainer but rather, the retainer will be held in reserve. The Client hereby authorizes the Firm to withdraw sums from the trust account to pay the attorney's fees, costs, and expenses set forth above incurred, should Firm so elect. If unpaid charges exceed the retainer balance, the Client agrees to immediately pay unsatisfied charges. At

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the conclusion of our representation, will be applied to the final bill, in which event Client will be responsible for any remaining amount due over and above the deposit. If no amount remains due after the deposited funds have been applied to the final invoice, and should any deposited funds remain, Client is entitled to and will have those funds returned in a timely manner.

7. **Lien.** Client hereby grants the Firm a lien on any and all claims that are the subject of the Firm's representation under this Agreement. This lien will be for any sums owing to Attorney for any unpaid costs, or attorney's fees, at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that Firm may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if the Firm has been discharged before the end of the case. The lien shall exist and attach to any recovery only for costs already advanced by the Firm pursuant to Paragraph 4. *Because a lien may affect Client's property rights, Client may and should seek the advice of an independent lawyer of Client's own choice before agreeing to such a lien.* By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that the Firm will have a lien as specified above.

_____ (Client initials here) _____ (Attorney initials here)

8. **Client.** It is mutually understood that these services are solely for the benefit of Client. Except as otherwise identified in this Agreement, it is specifically understood that the Firm's representation is limited to the specific person named as Client and that the Firm is not representing or expected to represent any of the interests of any of Client's entities, those entities' subsidiaries, members, managers, officers, directors, employees, or shareholders. Firm has been engaged to represent Client and, absent a separate engagement agreement, does not represent any other individual or entity, including but not limited to Client's members and/or employees individually, their family members, and/or any of their potential heirs. Nevertheless, any information obtained related to the foregoing during the course of this representation will be held in strictest confidence.

The Firm is expressly authorized to take direction on any matter arising under this Limited Engagement Agreement provided in person, telephonically, via email, or other electronic means. Similarly, the Firm may communicate with Client in person, telephonically, via email, or other electronic means as appropriate under the circumstances.

The Firm takes reasonable steps to protect the confidentiality of our electronic communications, including securing our network. You also agree to take necessary steps on your end to secure our communications and understand that failure to do so may risk compromising the privileged nature of our communications with you.

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9. **Trust Interest.** During representation, you may use the Firm's trust account or place fees in advance accounts ("Common Accounts"). These funds will be held together with other clients' funds. As required by the Utah State Bar's Interest on Lawyers' Trust Accounts program ("IOLTA"), approved by the Utah Supreme Court, interest on clients' trust funds is remitted to the Utah State Bar Foundation, and will not be remitted to you.

10. **Termination.** If you are not satisfied with the Firm's services, you have the right to terminate Firm's engagement by written notice at any time. If the Firm terminates this engagement, it will do so only in accordance with applicable ethical provisions and court rules, and we will provide you with reasonable notice and assistance in transferring responsibilities to a new firm.

11. **Conclusion of Services.** When the Firm's services to Client are concluded, whether by completing the services covered by this Agreement (or by termination, discharge, or withdrawal), all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Firm at any reasonable time. At the end of the engagement, Client may request the return of Client's matter file. If Client has not requested the return of Client's matter file, and to the extent Firm has not otherwise delivered it or disposed of it consistent with Client's directions (or a valid and binding court order), Firm will retain the matter file for a period of seven (7) years, after which Client authorizes Firm under the terms of this Agreement to have Client's matter file destroyed. If Client would like Firm to maintain Client's matter file for more than seven (7) years, after the conclusion of Firm's services for Client on this matter, a separate written agreement must be made between Firm and Client, which agreement may provide for Client to bear the costs of maintaining the file (electronically and/or physically). In the event Client requests that Firm transfer possession of the Client's matter file to Client or a third party, Firm is authorized to retain copies of said file. The matter file includes Client materials and property as defined in Rule 1.16(d) of the Utah Rules of Professional Conduct and comment 9 thereto.

12. **Governing Law.** The laws of the State of Utah shall govern the interpretation of this agreement, without regard to Conflicts of Law.

13. **Disputes.** Any controversy, claim, or dispute in the course and scope of the lawyer-client relationship or relating to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salt Lake City before a sole arbitrator. The arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes. The arbitration proceedings and record will be confidential and closed to the public. The arbitrator must be a member in good standing of the

Jan McCosh, Town Administrator
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Utah State Bar. The arbitrator shall, in the award, allocate all of the costs of the arbitration, including arbitrator fees and reasonable attorneys' fees for the prevailing party, against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

14. **Email Communications.** Because it is important for us to be able to always communicate with you, you agree to inform us, in writing, of any changes to your address, telephone number, email address, or new contact person. Whenever we need instructions, information, or authorization from you, we will contact you at the latest address we have received from you. You agree that we may use electronic means of communication to reach you, such as email.

15. **Civility and Professionalism.** Client understands and agrees that the Firm's attorneys will adhere to the applicable Standards of Professionalism and Civility. Civility, courtesy, and fair dealing are expected. They are tools for effective advocacy and not signs of weakness. Client agrees that it has no right to demand that Firm abuse anyone or engage in any offensive or improper conduct.

16. **Professional Liability Insurance.** The Firm has professional liability insurance for all members of the Firm.

17. **Counterparts.** This agreement may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute a single instrument.

Please review this agreement carefully, and if you have any questions concerning the agreement, do not hesitate to contact us or seek independent professional advice. If this Agreement is acceptable, please sign below and return a copy to Firm for its records. We look forward to working with you.

Sincerely,

FABIAN VANCOTT



David P. Billings

Enclosures: Billing Rates
 Client Costs

Jan McCosh, Town Administrator
Town of Hideout, Utah
December 12, 2024
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The above agreement is accepted and agreed to this ____ day of _____, 2024. I
HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM.
CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

TOWN OF HIDEOUT, UTAH

By: _____

Its: _____

4914-3979-1873

File Attachments for Item:

3. Discussion and possible approval of Ordinance 2024-O-XX Establishing a 2025 Regular Meeting Schedule for the Meetings of the Town Council of Hideout, Utah

ORDINANCE 2024-O-XX

AN ORDINANCE ESTABLISHING A 2025 REGULAR MEETING SCHEDULE FOR THE MEETINGS OF THE TOWN COUNCIL OF HIDEOUT UTAH

WHEREAS, pursuant to State law, each municipality shall, by ordinance, prescribe the time and location of its regular meetings; and

WHEREAS, Hideout has determined to meet on the second Thursday of each month; and

WHEREAS, All meetings will be held at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout, Utah, 84036 unless otherwise noticed.

NOW, THEREFORE, BE IT ORDANINED BY THE TOWN COUNCIL OF HIDEOUT, UTAH:

SECTION I: Repealer. If any provisions of the Town’s Code heretofore adopted are inconsistent herewith, they are hereby repealed.

SECTION II: Enactment. The Town of Hideout, Utah, hereby prescribes the following as its regular meeting schedule for the year 2025:

Thursday, January 9, 2025	6:00 PM	Thursday, July 10, 2025	6:00 PM
Thursday, February 13, 2025	6:00 PM	Thursday, August 14, 2025	6:00 PM
Thursday, March 13, 2025	6:00 PM	Thursday, September 11, 2025	6:00 PM
Thursday, April 10, 2025	6:00 PM	Thursday, October 9, 2025	6:00 PM
Thursday, May 8, 2025	6:00 PM	Thursday, November 13, 2025	6:00 PM
Thursday, June 12, 2025	6:00 PM	Thursday, December 11, 2025	6:00 PM

SECTION III: Effective Date. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED by the Hideout Council of Hideout, Utah, this _____ day of December in the year 2024.

HIDEOUT, UTAH

Phil Rubin, Mayor

ATTEST:

Alicia Fairbourne, Recorder for Hideout