

Town of Hideout
Town Council Meeting
March 14, 2019
6:05 p.m.

REGULAR MEETING

The Council of the Town of Hideout, Wasatch County, Utah, met in their Regular Meeting on March 14, 2019, in the Council Chambers located at 10860 N. Hideout Trail, Hideout, Wasatch, Utah,

Present Mayor Philip Rubin
Council Member Hanz Johansson
Council Member Chris Baier
Council Member Kurt Shadle

Excused: Council Member Dean Heavrin
Council Member Jim Wahl

Also, Present: Town Administrator, Jan McCosh
Lynette Hallam, Town Clerk
Kent Cuillard, Public Works
Dan Dansie, Town Attorney
Brian Blazzard, Accountant

Others in attendance: Ken Block, Melyssa Davidson, Jerry Dwinell, Chris Ensign, Jaren Fields – Mustang Development, Vytas Rupinskas and Jack Walkenhorst

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Rubin called the meeting to order for March 14, 2019 at 6:05 pm-. Mayor Rubin led the Pledge of Allegiance.

2. ROLL CALL

Mayor Rubin polled the Council for roll call. All members were in attendance with the exception of Council Members Heavrin and Wahl.

3. MINUTES – Consideration and Approval of Minutes for Regular Meeting of February 19, 2019

Council Member Baier made some corrections to the minutes. She noted on page 7, there was a green highlight because she thought they didn't know the name for Mustang Development. She went on to correct 40 ERAs to 40 ERUs. On page 8, halfway down, the bill for Horrocks Engineering was for the Impact Fee Study. On page 9, in reference to guide markers in order to draw attention to the edge of the roadway; she wanted to add for better snow removal.

It was suggested to make edits to the minutes in "TEAMS".

Council Member Hanz Johansson moved to approve the minutes for the Regular Meeting of February 19, 2019, as amended. Council Member Baier made the second. The motion passed unanimously.

4. RATIFY – Council to formally ratify the members of the Planning Commission

Mayor Rubin indicated they made a change in the Planning Commission last year. They went through the process of sharing who the new Planning Member were, and the Council at the time was fine with it, but they did not formally adopt and ratify the members.

Mayor Rubin went on to say the Code indicates Planning Members are ratified with the advice and consent of the Town Council. At this time, he was going to ask the Town Council to ratify these members and accept their actions and recommendations that have been done so far. He noted the Planning Commission Members were: Jerry Dwinell, Chair; Ralph Severini, Vice-Chair; Bruce Woelfle, Member; Sara Goldkind, Member; Vytas Rupinkas, Member; Kurt Shadle, Alternate, and Tony Matyszczyk, Alternate.

Mayor Rubin asked for a motion to ratify the members and accept their actions and recommendations that have happened so far.

Council Member Shadle moved to approve the hardest working Planning Commission Members in the State of Utah and accept the things they have asked the Council to review to this point. Council Member Johansson made the second.

Discussion followed regarding the motion. Mr. Dansie indicated he wanted to make one clarification. He said that he thought it was implicit in what Council Member Shadle was saying. By accepting their actions and recommendations, it does not mean that anything they have recommended had to come to the Council for a vote; by this motion recommendations would have to be accepted. The motion is recognizing the work and the recommendations they have made so far to the extent it requires a separate vote of the Council, and they will address those issues one by one.

Mayor Rubin inquired if what Mr. Dansie said was a note for the minutes, or do they need to amend the motion and put in additional language. Mr. Dansie stated if the note was put in the minutes, he thought it would be fine.

Council Member Baier questioned if the clarifying note was good enough for the Council to make it clear the Council is accepting the work to date of this Planning Commission and also include their recommendations.

Mr. Dansie said he was not trying to make more of it than necessary. His point was something statutorily or by town code required a separate vote of the Council after a recommendation. By accepting their work and recommendations so far, what they were saying was the Council accepted that work and recommendations for further consideration and to the extent that it requires a separate vote of the Council; they would address those issues one by one.

Call the Question: Council Members Voting Aye: Council Members Baier, Shadle and Johansson. Council Members Voting Nay: None. The motion passed unanimously.

5. RESOLUTION – MIDA Agreement - Resolve to allow the Mayor to sign the Interlocal agreement with MIDA

Mayor Rubin indicated that during the last meeting the MIDA project was working on an expansion to their project zone and wished to incorporate the north end of Hideout where the Deer Spring property adjoins the Jordanelle Parkway because it was all a part of their deal. He went on to say, they had offered to bring Hideout into the MIDA expansion phase and as a result of that, share revenue with the town that would come from their collection of taxes.

Mayor Rubin recalled that MIDA gave the Town a version of the proposal back in December; however, they only gave them three days to review the proposal. Therefore, they said no because it was too quick. He went on to say, they had an opportunity to go into their council in April for acceptance.

Mayor Rubin indicated they had two things that was going on: one, the agreement, and they need to clarify a few things on the agreement; two, there was the ability for him to act and sign an interlocal agreement once they have the language the way they want it to be.

Mayor Rubin referred to Section 5B, which has some language that was not clear who does water and sewer for the Hideout portion of the MIDA project. He indicated that he asked Mr. Dansie to work on some language to clarify that the Town of Hideout was responsible for water and sewer services there. Mayor Rubin referred to 5E, there was some language about taxes; and he asked Mr. Dansie to clarify if the Town of Hideout acts to increase tax revenue. The portion of the project inside the MIDA district would be subject to those same taxes. In addition, they were going to put some language in about if an impact fee passed; the portion of Hideout inside the project would be accountable to pay the impact fee.

Mayor Rubin indicated the other thing he was working on was to validate the financials as requested last meeting. He has a meeting on Tuesday with Zions Municipal Organization to go through and get their input. In addition, he provided the agreement to the Town Engineering firm for their review because they worked on the Wasatch agreement.

Council Member Shadle inquired when the agreement had to be signed. Mayor Rubin explained what he really needed was to have the authorization to sign the Resolution; he doesn't have to have the agreement signed. He has to have the Resolution signed before the end of the month. If they have the Resolution signed, then the mayor has the power to sign the interlocal agreement get it adopted by the MIDA group. MIDA's meeting is the first Tuesday in April.

Council Member Shadle questioned if Mayor Rubin thought he would be able to get Zions to buy on the financial aspect. Mayor Rubin stated it was not that complicated; it was all set by law. They just make sure it is articulated properly in the agreement.

Council Member Johansson inquired, as it was written today, who had written the agreement. Mayor Rubin explained the MIDA group wrote it, but Mr. Dansie had been working on it as well. The agreement was similar to what they had signed with other municipalities.

Council Member Baier said she does not understand the benefits to the Town except for the backstop for UTOPIA Fiber. She needed someone to explain to her the revenue and financial benefits. Council Member Baier indicated she had a question for Mr. Dansie. In the recitals, there is a reference to LUDMA, and she thought the way it was currently written, they cannot impose impact fees into their

area, which would be the Hideout area. Mr. Dansie said that was one of the issues he and Mayor Rubin had discussed. They need to make sure they clarify with MIDA what their abilities are with respect to impact fees and some of the other issues in the MIDA area.

Council Member Baier clarified any Hideout property may be added to the Military Recreation Facility (MRF) Project Area in the future by MIDA with the consent of the land owner; however, there was nothing in there about the consent of the Town. Mr. Dansie explained they are talking about a Hideout zone. He went on to say, the way he understood it, they would identify what they want to consider as the Hideout zone and that would be specifically delineated. What they are doing, was the Town was saying yes; we consent to that being added to the Project Area. If for some reason, there was a land owner within that area that does not agree at this time or for whatever reason MIDA does not choose to accept that area at this time, what this document said was that it acts as the Town's consent to the inclusion of those particular properties in the MRF Area. If it doesn't happen now, they don't have to come back to the Town and get their consent with respect to what they had identified as the Hideout zone.

Council Member Baier referred to Municipal Services, 5A. She inquired if it somehow usurped the agreement they already had with Deer Springs to pay for the road plowing and park maintenance. Mr. Dansie indicated they discussed this matter with Paul at one of their meetings – specifically the areas that would come under their land use control and how it would work out, and if they feel like there would be additional clarifications they need or want to make. He went on to say, he thought this would be one of those things they could go back and discuss. He reiterated they had already raised the issue with them once, and he thinks they are agreeable to discussing it.

Council Member Baier referenced Section 10. She noted that passenger ropeways were mentioned. She inquired if they were talking about chairlifts at Deer Valley that are planned in the future. Mayor Rubin said that was their standard language and what they would be impowered to do; he didn't know if a ropeway would apply to them. They could clarify or take out that statement.

Council Member Baier referred to Page 7, 10E. She wanted Mr. Dansie's opinion regarding this section. The section states, the MIDA Board finds that of the infrastructure and improvements to be constructed in the Hideout zone and within the boundaries of Hideout that are outside the MRF Project Area are a benefit to the MRF Project Area and these findings adopted by the Resolution approving this agreement. Council Member Baier indicated she was thinking of trails, parks, etc. and if they were connecting through here or they were outside of the project area, they were to be for the benefit of MIDA as well. Mr. Dansie stated the requirement of MIDA were the funds that MIDA collects, which are expended, had to spent in a manner that benefited the project area. He thought this was a recital that the expenditures envisioned do in fact benefit the project area so they can comply with that statutory requirement. It was said in discussing this section with Paul, it was like any sort of trail system that would extend all the way across, which would include Deer Springs, and that was the way he was able to see including Deer Springs in the project and benefiting them.

Mayor Rubin added if they were to find funds to improve the water front at the state park, that would be considered a benefit of the project area because the people in the project area would want to come down and utilize it. However, they get to decide whether it benefits the project area or not.

Council Member Baier referenced Section 20 the amendment. She said it states, "The terms of this amendment may be modified or amended at any time through execution by the parties of a written amendment hereto. Any amendment of the agreement shall specify the changes hereto and the effective

date of the changes.” She indicated her question on that was if they do end up amending the agreement, would that require Council approval, or are they giving the Mayor power going forward to make amendments without the Council. Mr. Dansie stated typically their stance had been that agreements that affect the land use provisions or the way land was utilized required Council permission. He said they could include such a requirement in any motion approving the agreement or approving the Resolution. Council Member Baier stated she would want to include that; they don’t know who the mayor would be down the road. Mr. Dansie stated he didn’t think MIDA would have a problem with a provision that said any amendment had to be approved/ratified by the Town Council.

Council Member Shadle stated he didn’t have any issues with the terminology or the provisions of the agreement. His concern was the outcome, which was with the financial implications are of the agreement. He indicated he felt uncomfortable providing the Mayor with the Council’s authorization. If the financial implications look bad, he would like to be able to take another look at it before they authorize the Mayor to sign it. He thought it was appropriate to have a review of Zions’ financial impact before they said yes.

Discussion followed regarding an additional meeting. Council Member Baier inquired if Mayor Rubin would know by next Tuesday; Mayor Rubin noted he would not. He was meeting with Zions next Tuesday; he doesn’t know if he would have the answer by then.

Council Member Baier stated that she agreed with Council Member Shadle. They had to know what they were signing; it was a big deal entering into an agreement with MIDA. Council Member Shadle added he supported the matter 100 percent, and Mayor Rubin did a masterful job of getting in the middle of it. However, he did not think they were doing their fiduciary duty if they don’t know what they are authorizing him to do.

6. INFORMATION ITEM – KLAIM presentation of elevations and review of materials

Chris Ensign addressed the Council. He indicated that he had a conversation with Mr. Dansie today, and they reviewed what his approval was. Whether it was a final with conditions or a conditional final item. He said he received one of those items, and it had three items that he needed to complete for final approval without conditions moving forward. Mr. Ensign went on to explain, based on an e-mail from Mr. Dansie, Dave Ericson had a few more notes on his civil set, and he and Mr. Ericson had been communicating on that. He said that ultimately, he would have him provide a letter stating he had fulfilled those items.

Mr. Ensign informed the Council he was still planning on phasing his project as he moved through it. He explained the last item was the exteriors. He said he was not in the HOA of Hideout; he will have his own HOA and wants to know what process the Council wants. He questioned what steps would be good for the Council.

Mr. Ensign showed a mockup of what the architecture will be. Solstice Development is fine continuing with natural materials. It is cheaper for them. Mr. Ensign questioned if the Council would consider a 20-year product instead and showed the Council a metal print stamped product which would keep its quality forever. He stated if the Council wanted wood, he would do wood; however, if the Council was open to alternative materials, he would like to propose some alternative materials.

Council Member Shadle indicated that he loved Mr. Ensigns design. It's time they stop a 20-year old architectural design which already dates the Town. The mayor wondered if this matter would be better handled through a design review committee like what they will do in Deer Springs which would have a couple of town officials and a couple of his officials. He said he would love to see it, but his suggestion was for it be handled by individuals who are spending time thinking about it.

Council Member Baier noted they had not adopted any design standards at the Town level. Mayor Rubin said they had indirectly. The Town has a Master Development Agreement (MDA) with Deer Springs, which describes the materials for construction, window types, elevations, etc.

Mayor Rubin acknowledged that Mr. Ensign brought some interesting things to the table, which had not been thought of before. The mayor was not against having a working committee to look at those things; Councilor Baier agreed. She indicated that she lived in a home with wood siding and had to stain something every year. She added they are having issues with their HOAs and keeping items maintained appropriately. /The Council Member thought something that looked natural, but had a longer life, was better for the community.

Mr. Ensign said he thought it was a great look, and he had almost any color available. Discussion followed regarding the proposed materials and how they would be utilized. Mr. Ensign indicated he thought the materials were at least a 15-year product; after the 15 years, it would be like any other product, it would have to be painted.

Mr. Ensign ultimately just wanted to confirm the process, and it sounds like it was a design review committee. He added that he appreciated the monthly development meeting, and Hideout was the only Town he had worked with that had these meetings.

Chris Ensign asked when he does his signage could he do a signage plan for his new development. Mr. Ensign talks about life-size photos at the entrance of his project. The Council referred him to the signage ordinance and said it was based on acreage.

Council Member Shadle inquired about Internet fiber; what were Mr. Ensign's plan to provide Internet. Mr. Ensign indicated that they plan on putting in the conduit for Internet Fiber.

Mayor Rubin referred back to the signage issue. He suggested that Mr. Ensign work with the Planning Commission.

Mayor Rubin said what he was hearing from the Council was they were prepared to setup a design review working team with him to finalize and make recommendations for the materials of construction. In addition, they could modify the MDA to reflect those if they are adopted.

Mr. Ensign thought that was ultimately their plan to identify tonight if he is essentially meeting the requirements by fulfilling the new requirement of his final approval. Mr. Ensign stated what he was asking was, if he received his letter from Mr. Erichsen saying he had fulfilled all his civil requirements, and he if he keeps with the phasing of his project, would he fulfill his final approval condition by agreeing to meet with the new committee for design review.

Mr. Dansie added a few thoughts. He thought the way they discussed it on the phone they could incorporate that process into the MDA which they are working on. They talked a little bit about Deer

Springs; and they outlined some design guidelines, in addition to outlining the design review process. He thought if they incorporated that process into the MDA, he would fulfill that condition of meeting with the design review committee and having them approve his elevations.

Council Member Johansson inquired about the roof design of flat roofs. Discussion followed regarding square footage of the homes and price range.

Council Member Baier inquired about access routes to the project. She asked if they were going through someone's driveway or was it a UDOT access. Mr. Ensign indicated it was a bit confusing; it was someone's driveway and it was also part of their access. They have been working with UDOT for six months. Mr. Ensign said it was his understanding that they are changing an amendment to better accommodate this situation. They are still in the process, but he believes they are in a good spot.

Councilor Baier expressed concern with the safety of turning in and out; in addition to, acceleration and deceleration. Mr. Ensign indicated they were allowed an allotment. It was a total of 88 units was what they had, and he didn't think there was any alarm with one phase. He indicated he would have to figure it out past that, and he believed there were multiple solutions to get there.

7. TRAINING – Open and Public Meetings Act

Mayor Rubin introduced the next agenda item. He noted they would watch a video on the Open and Public Meetings Act. Mayor Rubin said he was working to make sure everyone had the training. If everyone would rather do it on their own, he would send them the link. He went on to say, after the training, they would receive a certificate, and they could send it into the office.

8. ORDINANCE - Timelines concerning planning commission agenda items

Mayor Rubin indicated the next agenda item was an Ordinance providing deadlines relating to the items to be included on the agenda for the Planning Commission Regular meetings. He reminded the Council Members they adopted a similar Ordinance requiring the content for Council meetings to be provided ten days in advance. The Planning Commission wanted to do a similar Ordinance; however, they want content 15 days in advance.

Mayor Rubin reviewed the proposed Ordinance with the Council. He indicated that he was in favor of the ordinance; in addition, Mr. Dansie had reviewed the ordinance. Mr. Dansie explained he told the Planning Commission that the changes he would make are inconsequential.

Council Member Johansson moved to adopt the ordinance for providing deadlines relating to the items to be included on the agenda for the Planning Commission Regular meetings. Council Member Baier seconded. Roll Call Vote: Council Members Voting Aye: Council Members Shadle, Baier, and Johansson. Council Member voting Nay: None. The motion passed unanimously.

9. RESOLUTION - Establishment of the hideout parks, trails, common spaces committee

Mayor Rubin informed the Council the resolution was originally drafted as an Ordinance; however, Mr. Dansie indicated it should be a Resolution. The intent of the Resolution was to establish the Hideout Parks, Trails, and Common Spaces Committee, which was to describe the intent of what they want and plan to do. Mayor Rubin indicated the committee has been identified.

Mayor Rubin inquired what they were going to do with the committee they already had working on the green space. Council Member Baier said they were going to roll it into this committee.

Council Member Shadle pointed out it initially was just parks and trails and then open space was incorporated. It was noted that it was included in the planning of the General Plan. Council Member Johansson inquired what would happen to the Systems Trails Committee that was a project of the Wasatch Trails Foundation. Councilor Baier stated they could still be affiliated with them; she went on to say, any other local non-profit that deals with trails, they would want to coordinate with them. The money would be held by the Town. She added this committee was an advisory committee for the Planning Commission. Whereas, the Wasatch Trails Committee sponsored and managed projects to deliver to the public.

Council Johansson questioned what would happen to the funds that are currently assigned to the Wasatch Trails Committee. Council Member Baier said it was Wasatch Trails Committee's money. They had fronted the money in the past, and they got reimbursed. She reiterated it was important to keep the relationship with the other committees to do things like fund raising.

Chair Dwinell said from the Planning Commission perspective, it was not their intent to restrict their current affiliations; it was to expand the Council's mandate. They were not looking to change what the Council was doing but to add to it the idea of working with the Planning Commission to create a Master Plan for parks, trails, open space, and common space. Council Member Baier indicated she thought they needed to carve that out that they would continue to work with non-profit organizations and be affiliated with them.

Council Member Baier stated for the record there will be no beach. The reservoir levels fluctuate too much. Discussion followed regarding beach. Council Member Kurt Shadle felt Council Member Baier was battling something which was just a suggestion – not a directive. Council Member Baier reiterate she would like to see any reference to a beach crossed out. Council Member Shadle inquired why they should cross it out; it's just one of the many things that they have. She would rather see things like trails, winter grooming, non-motorized boating, fishing; the kinds of things that are a part of the parks. She thought those were better examples, and they were in line with the Resource Management Plan that the Bureau of Reclamation and their agency had put together. Council Member Johansson suggested they could add those items in addition to what was already there. Mayor Rubin explained it was never meant to be an exhaustive list.

Council Member Baier commented the park could support public concessions. Items such as kayak rentals or whatever concession it was, it would be great. It was thought whatever concession it was, it was very possible the park would approve that.

Mayor Rubin acknowledged Council Member Baier would like to make some changes to the Resolution; and he questioned if she had other changes she would like to make as well. Council Member Baier indicated she did. He inquired if she wanted to send back a new draft because he didn't see that they could adopt the Resolution at this point because they did not have the language to adopt it. Council

Member Baier said she thought they could adopt the Resolution; she would add the language to the motion.

Council Member Baier said she would like the name to be the Hideout Parks, Trails, and Open Spaces Committee. She indicated she would rather have open space than common space. The reason was open space was more broad and common space was the basis for things like parks and trails.

Commissioner Dwinell said open space is an umbrella over some of them, and they don't want to forget that component; it was agreed. It was mentioned Hideout does not have any parks. It was agreed the Committee would be named the Hideout Parks, Trails, Open and Common Space Committee.

Council Member Baier referenced the definition of a trail. It says a hiking, biking or walking trail etc. She stated she would like to add non-motorized to the definition of a trail with an asterisk for e-bikes in the future until they adopt an Ordinance allowing e-bikes.

Council Member Shadle said in the future they should think strategically. He pointed out the committee was providing for a Town Council member, a Planning Commission member and a Mayor appointee. He inquired if they were leaving it up to those three people to determine the size of the committee. He questioned when they would know who the Town Council member would be. Mayor Rubin indicated it was not a vote; the member was assigned by him according to the way the Resolution was written. Council Member Shadle disagreed. He indicated the Council voted for their member, and the Mayor appointed his member; in addition, the Planning Commissioner Chair appointed his member. He said he would like to get going, and he inquired when the Council would vote on their member.

Mayor Rubin said they had another committee going based on the input for the General Plan, which Council Member Baier, Commissioner Goldkind, contract planning and Ms. McCosh and himself, and they are working on starting to create this vision, and they had a kickoff meeting. Council Member Shadle said this was the first time he heard of this committee. Mayor Rubin reminded Council Member Shadle he got Commissioner Goldkind's name from him. It was Council Member Baier's opinion that this group be done; there had only been one introductory meeting. She thought they needed to adopt the proposed Resolution and make sure members were appointed. Mayor Rubin stated, to be clear, the Chair of the Committee had to be the Council Member or Planning Commission Member.

Council Member Baier moved to adopt the Resolution establishing a committee for parks, trails, open and common spaces for the Town of Hideout, Utah, with the change to the definition of a trail to include non-motorized with an asterisk for e-bikes or Segway's until something else was adopted and to add additional recreational opportunities such as, non-motorized boating, paddling, fishing, and winter grooming. Council Member Johansson made the second.

Council Members Voting Aye: Council Member Shadle, Baier and Johansson. The motion passed unanimously.

Mayor Rubin indicated with the adoption of the Resolution, there needed to be membership for the committee. He said they had already identified some individuals that were working on these matters. He inquired if Chair Dwinell was okay with appointing Commissioner Goldkind; Chair Dwinell stated the Commission appointed Commissioner Goldkind. Mayor Rubin went on to say Council Member Baier had been working on this, and asked if the Council was okay with that. Mayor Rubin indicated his appointment was Jan McCosh. Discussion followed who appointed the Chair. It was indicated the Chair

was appointed by the committee. and it had to be either the Council Member appointee or the Planning Commission appointee.

Council Member Shadle moved to appoint Council Member Baier as the member of the newly formed body. Council Member Johansson made the second. The motion passed unanimously.

10. INFORMATION ITEM – Review of Financial Report for Quarter ending 12/31/19

Brian Blazzard, Town Accountant, addressed the Council regarding the Town's financial second quarter. Mr. Blazzard indicated the first page was the balance sheet of the General Fund. He indicated the assets were more than the liabilities, which was good.

Mayor Rubin pointed out there would be a significant jump in the third quarter, which was not yet complete, due to snow removal. In addition, they hired another person to help support Mr. Cuillard that had not been in the budget so far. Mr. Blazzard addressed the Street line item on Page 3, the original budget through the end of June is \$139,000 for Streets. He noted though December, they spent \$55,000. Mr. Blazzard pointed out when they created the budget a year ago, they anticipated appropriating \$108,000 from the General Fund. He indicated that was from their Reserves. If they looked at the last page, they could see their net position is negative \$30,000. He pointed out of that out of the \$108,000 they had utilized \$30,000, but it was hard to look at it that way because their revenues would change between now and the end of the year.

Mr. Blazzard indicated that sales tax was a little bit low. He pointed out with building permits and the corresponding engineering fees and inspection fees, they would not come out exactly; they just know the line item would not create a deficit. The building permits cover the engineering and the administrative overhead.

Mayor Rubin said on the revenue side, they have a small team working to get their billing up-to-date and get their fees out so they have monies that are due to the Town to offset the \$30,000. Mr. Blazzard noted the Town is within budget.

Discussion followed regarding the building forecast, and if the Town was on track for the number of building permits they expected to have. Mr. Blazzard informed the Council they budgeted \$150,000 and through December they already had \$148,000. Discussion followed regarding the Town's fees for building permits and when the property tax revenue stream begins to come into play after occupancy.

Mr. Blazzard reviewed the Water Fund; the report showed assets and liabilities; in addition to revenues and expenses. He stated nothing appeared out of line.

Mr. Blazzard indicated they would need to review these items a little bit closer after the third quarter completed and determine if they need to amend the current year budget and start creating next year's budget.

Council Member Shadle inquired where their reserves were in the reports. Mr. Blazzard referred to the General Fund, and at the bottom is a fund balance of \$243,000, which were basically the funds they could utilize. Mr. Blazzard stated it was a non-cash item. Discussion followed regarding the fund balance on

the water side. Mr. Blazzard noted they wouldn't really see it on that side, and he explained why. The number is utilized to determine depreciation and how much it may cost to replace the services.

Mayor Rubin informed Mr. Blazzard they had already kicked off the budget committee; they were not ready as of yet for his level of detail. He noted they were getting ready earlier this year because the Town has some significant things coming up and needs to know early on what the budget picture will be.

11. CONSIDERATION AND POSSIBLE APPROVAL of a Franchise Agreement with All West Communications for High Speed Internet Connections in the Rustler Subdivision

Mayor Rubin gave some background on the agenda item. He said All West had come to the Town as a public utility to exercise its rights to install infrastructure. Typically, the way this is handled is through a franchise agreement with the municipality that defines how that happens. The engineering identifies a lane in the underground systems where they can install infrastructure.

Mayor Rubin explained this had been going on for a few months. Mr. Dansie had been heavily involved with the legal team. Chair Dwinell and Council Member Shadle had been involved from a Planning Commission perspective. He knew there was a discussion today between AllWest, Council Member Shadle and Chair Dwinell. The mayor asked they share that discussion; and Mr. Dansie had some perspectives as well.

Council Member Shadle indicated they had a productive meeting today with Jeff Walkenhorst (AllWest). They were interested in answering their questions. He noted that he and Chair Dwinell had been working on the project for a long time. They are all in favor of competition; they think it was very good. Therefore, they welcome another General Plan action item kicked off. He said they collectively had some concerns that they shared with Mr. Walkenhorst; some he had answers for and some he did not. Mr. Walkenhorst assured the profile of the utility boxes at Deer Mountain was not what they plan on installing; they plan on installing a lower profile.

Council Member Shadle explained one of the issues they brought to Mr. Walkenhorst's attention, and he acknowledged it was something they had to do, which was a two-step process. They would have to pull fiber through the right-of way, and then they have to take the fiber from the right-of-way to the building. He went on to say, AllWest's focus is on Rustler and all of that pull from the right-of-way to the residence is across HOA property. Therefore, they could be putting fiber throughout Rustler causing disruption and not be able to complete the mission because the HOA said no, they would not allow that to happen. Council Member Shadle said they urged Mr. Walkenhorst to move on that. and he said he understood the issue. He added that they wanted him to incorporate into the franchise agreement as a part of the General Plan and due governance, when someone came into town offering a service, they want it to be in the entire town – not just one segment of the town. He would like to incorporate into this franchise agreement the fact that at a certain threshold every neighborhood in the town would have fiber pulled through it in a time sensitive manner.

Mr. Dansie addressed the Council and said in his review of this issue he approached it from a prospective that was different than Council Member Shadle's. He went on to say he recognized the hours that everyone had put into the issue of getting Internet to the Town in a way that enhanced the resident's ability to access high-speed fiber. He believed the Town collectively owed a debt of gratitude to Council

Member Shadle, Chair Dwinell, Mayor Rubin and others for trying to spearhead this effort and to make the metes and bounds of this stride; it was his opinion it was incredibly admirable.

Mr. Dansie stated his role in looking at this was different than Council Member Shadle's and Chair Dwinell's. They are saying what do we want to see from our utility providers, specifically our telecommunication providers; and he thought that was important. He said his view was different; his perspective was to look at the issues and say what was the legal framework that governs these issues that have been presented to us by AllWest with their request for franchise agreement and how could we incorporate the goals and objectives the Town had.

Mr. Dansie explained that he spoke with AllWest's attorney, and they discussed some of the concerns that Council Member Shadle raised. In addition, he spoke with Council Member Shadle and Chair Dwinell about those concerns. He said not discounting the importance of those concerns, the draft they had put together and the one he worked on with AllWest's attorney and recommend to the Town for consideration does not address specifically those three issues that Council Member Shadle addressed – mainly the issue with the HOA granting access; the size of the boxes; and the requirement to provide Internet throughout the entire Town.

Mr. Dansie indicated he did not attend the meeting with AllWest, and he did not know where the discussion led to on those three points and if a consensus was reached. However, at the end of his discussion with the attorney, the agreement did not include those issues. He inquired if Council Member Shadle had any more information regarding the outcome of that meeting.

Council Member Shadle indicated that Mr. Walkenhorst was very forth coming, and he thought they had lowered their threshold of concern on the utility box then the right-of-way. The HOA issue was fine that it was not in the agreement; they could be disrupting the Town in all kinds of ways, and the HOA could say they wouldn't allow it. However, that is a business decision. The final point he was adamant about, and it is not just an AllWest problem, parts of the community is covered, and part is not. The part that is not is screaming that they don't have access to high-speed internet. They don't have any ability to get access to it. His point was if they are going to have a franchise agreement, which is a utility, act like a utility and service the entire town. He added that without that, he would not agree to the franchise agreement.

Mr. Dansie said the one issue that was of real concern goes back to the legal framework in terms of what the rules and regulations are that govern utility providers. He went on to say because utility providers, in particular telecommunication providers, provide a service that constitutes interstate commerce. These types of operations are within the scope of the U.S. Constitution and therefore regulated by Federal law. There are Federal Statutes that govern telecommunication providers and because that statutory framework exists there is a certain level of what is called preemption where state and local governments are precluded from exercising a level of regulation.

Mr. Dansie explained, in this case, what the Town can do is regulate how, when and where the right-of-way is accessed if they are reasonable. He stated he thought that was what the proposed agreement did. It provides for a reasonable and fair methodology for AllWest to get permits to access the right-of-way, to restore the right-of-way, to not interfere with other utilities, and to indemnify the Town if they do.

Mr. Dansie noted with respect to Council Member Shadle's point about requiring AllWest to provide service throughout the town, he thinks this is something the Town cannot require. He does not think it was a valid basis to deny a franchise agreement because there are two layers of regulations above the

Town that preempt it. He pointed out Council Member Shadle indicated if AllWest wanted to be a utility, they should behave like a utility, which was correct. However, AllWest had a certificate of public necessity from the Utah Public Service Commission. As a holder of a certificate of public necessity, they had certain obligations and duties that are imposed on them by the Public Service Commission. There are certain circumstances under which the Public Service Commission requires a utility to provide service to certain locations; but that is for the Public Service Commission to regulate.

Council Member Shadle said he was sure what Mr. Dansie stated was correct, and he admired his advice and legal counsel. He cannot in good conscience vote to allow someone to cherry-pick in their town. He would hope and urge AllWest to reconsider this and come up with the framework that allowed the entire town to be served. He stated that an agreement was an agreement; it is between two parties. He would ask them to reconsider and try to come up with a framework that included all the residents.

Council Member Johansson said it sounded like AllWest would only provide service to Rustler. Mr. Dansie indicated they had to consider what their role, mandate and authority was. As a provider and a holder of a certificate of public necessity, AllWest had the right to operate in the right-of-way. They had chosen to regulate that right by means of a franchise agreement. The Town cannot deny them an agreement for reasons that are preempted by Federal law. Mr. Dansie encouraged the Council to recognize that AllWest had the right to operate in the public right-of-way. The Town could regulate that reasonably, but the Town cannot simply deny that for reasons that go beyond the scope of the Town's ability to regulate.

Council Member Johansson inquired if they could regulate the boxes. Mr. Dansie explained they had a Planning Commission meeting where that was discussed; and in his opinion, the Town could investigate adopting ordinances that specify certain standards for the providers and the standards do not preclude their ability to operate in the right-of-way.

Councilor Shadle said he would like to hear from the representative from AllWest to see if there was something they could do to advantage all their citizens. Mr. Jack Walkenhorst, All West Communications, addressed the Council. He made one clarification, He stated, never at any time had they said the only section of Hideout they want to serve is Rustler.

Mr. Walkenhorst recalled when they first came to the town, which was before they were a town, they worked with the powers to be at that time and were willing to serve everything in Hideout. They were not allowed to do that. He indicated that they stepped back and tried to work with those in charge at the time. Additionally, they came back several times over the years after Hideout became a town and tried to work with various entities and people in the town. Now they are dealing with areas that are built, and it's a very difficult situation. He stated that he reached out to Mayor Rubin during his campaign, and asked if they could start the discussions again. Mr. Walkenhorst indicated he took exception to the comment of not being a good neighbor. They have tried to be a good neighbor and want to be a good neighbor.

Mayor Rubin indicated they had several developments going in that are installing tubing; they are putting conduit into the ground. He asked how they could understand what the threshold was for All West and what could be done to make it easier for them to expand beyond their phase one. How can they go further, faster?

Mr. Walkenhorst said he reached out to the gentleman that was here previously, Mr. Ensign, on three occasions; in addition, he had discussions with Solstice Homes, and they are working directly with them.

He indicated they had told every developer, all they need was an open trench. They would bring the conduit over and install it. Also Mr. Walkenhorst said they were working directly with Nate Brockbank on Deer Springs and Deer Waters and had from the very beginning. He stated they were very willing and open, and he felt he had expressed that to Council Member Shadle and Commissioner Dwinell.

Council Member Kurt Shadle addressed thresholds. Mr. Shadle the thresholds had been left out of an earlier version of the agreement. Mr. Walkenhorst indicated they cannot have that in the franchise agreement. Council Member Shadle inquired if they could have it in a side agreement. Mr. Walkenhorst said possibly after they get the franchise agreement taken care of. Mr. Walkenhorst noted All West is self-funded; they are not asking anything from the Town. He noted they are financially stable; however, they are not flush with cash either. He stated they want to have a good relationship and be a partner with the Town, but it must be a win-win both ways.

Council Shadle questioned what Mr. Walkenhorst thought was a win-win. Mr. Walkenhorst indicated a win-win was the Town getting the best service they can provide and state of the art service, and AllWest remaining financially viable to do that.

Mayor Rubin said we understand where you are trying to get to, and we think you understand what our concern points are. The mayor appreciated the fact All West might be open to talking about expansion down the road. The Mayor wanted to clarify one comment, if the developers lay the right size pipe, and they leave the ends available to him, why does he need an open trench? Mr. Walkenhorst replied, so they know how it's going in and so they know it's not crushed. He went on to say, everything they can do in the most cost-effective way makes it that much easier for them to serve as many as they possibly can. Further discussion followed regarding open trenches versus pulling fiber through existing conduit.

Mr. Walkenhorst reiterated they want to be a good corporate partner; they live here just over the mountain. He believed the attorneys had worked well together; they were just trying to get the best agreement that they could under the Federal laws and guidelines. He went on to say they would like to get started as soon as possible weather wise. He added something regarding Rustler, they would certainly not come into an area and do work if they could not finish and get revenue out of it. Before they do any work in the town, they would do their due diligence to know if they make the investment, there would be revenue at the end of the project.

Mayor Rubin asked Mr. Dansie if the Town were not to adopt the franchise agreement, assuming this would get into some type of legal challenge, what would it look like from his perspective. Mr. Dansie said there were a lot of factors, such as, if they are not quite there yet; they were still negotiating the terms of the agreement. However, they want to reach an agreement with AllWest, but they need a little bit more clarity and finality; he thought that was one thing. The standard the courts would look at was if the Town engaged in an unnecessarily onerous approval process. Mr. Dansie said he would describe that as requiring provisions that are preempted by Federal law; or if the Town engages in an unnecessarily long approval process, then the applicant could seek recourse in court. He went on to say that he thought that All West probably feels like it has been unnecessarily long, but it would be their burden in the courts or the FCC to say Hideout was engaging in an unreasonable approval process, but we would have to come back and say, no, we are working toward an agreement and we are doing, "A, B, C and D". However, at the end of the day, if AllWest was able to meet its burden to say the Town is engaged in denial for prohibitive reasons or was engaged in an unreasonable approval process, the remedy they would ask for is to require the Town to grant the agreement. He added the terms the court may employ may or may not be the terms that they had worked out in this agreement.

Council Member Johansson stated it sounded like there were a few more things to address, and maybe they could get the boxes flush to the ground. He said he would be in favor of having one more meeting, and bringing it up at the next monthly meeting in April.

Mayor Rubin pointed out AllWest had been dealing with the matter since 2005; however, this Council had only been dealing with it in this little bit of time. He requested that they have a cordial discussion and see if they could come up with something that made everyone happy.

Council Member Baier noted as a point of order, she did not receive the franchise agreement until 3:30 p.m. today; she believed they have an ordinance that states they have to have the materials a week in advance. Therefore, they cannot vote on the item; she has not even read it.

Mayor Rubin said some there was some content that Mr. Walkenhorst had agreed to provide. At that point, they need to take some version of the agreement to the Council and have time to read it and find a way to get it to vote. He noted that the Council's next meeting was April 11, 2019, however, there was the possibility of a special session. Mr. Walkenhorst indicated he was out of town on April 11, 2019, but he would send a representative.

Mayor Rubin asked Mr. Dansie if they tabled the item for a revisit once the agreed upon content discussed today was delivered, then they could modify the agreement to reflect those things – assuming what was delivered was satisfactory. Mr. Dansie said that was an option.

It was questioned if they could clarify what was agreed to. The first item was the March 1st notice deadline, which had already passed; the second item was clarification on who would pay the engineer and those sections where it called for the Town Engineer to be involved. The third item they discussed a matrix for each development what the threshold would be. Whether it is in the agreement or not, they would like to know what the thresholds are to get into those neighborhoods. Mr. Walkenhorst stated he could not do the matrix before the agreement was signed. The fourth item was a visual of the boxes.

Mayor Rubin indicated they would table the agenda item, do the work, and bring it back.

12. CONSIDERATION AND POSSIBLE APPROVAL of an agreement resolving the timing for a second access road for the Golden Eagle subdivision

Mayor Rubin indicated they had been working with Mustang for some time to establish a plan for a second access road and the timing for the second access into Golden Eagle Subdivision. He noted it had been stuck for a while but had recently moved forward.

Mr. Dansie said it was an issue that involved the Golden Eagle Subdivision. The subdivision had been divided into three plats, and the plat for the first phase was approved and signed last summer. The plat for phases two and three were also presented to the Town for review and approval last summer; however, for several reasons, they felt they could not approve the plans. The Town interpreted, the approval as requiring either a secondary access or a performance bond for the secondary access road be posted prior to the time of recording the plats. Mr. Dansie went onto say Mustang disagreed with the Town's interpretation and took the position it was a condition and requirement that exceeded the Town's

authority. Mr. Dansie stated they were unable to resolve their differences and it ultimately led to litigation between the Town and Mustang but never got into any sort of active litigation process.

Mr. Dansie referenced the document presented to the Council. In this agreement they put together the following: one, it provided for Mustang to put in the secondary access road over an easement, which they hold. This agreement indicated they would build an emergency secondary access road; it won't be a full-paved access road, but it would be built to the standards necessary to accommodate emergency vehicle access and emergency egress. They would do that after the town issued 30 building permits. Mr. Dansie said he felt like that accomplished the goal that they wanted to achieve on the plats last fall. It resolves the litigation, and it allows Mustang to move forward with development and marketing of Phases One, Two and Three of Golden Eagle.

Mayor Rubin clarified when Mr. Dansie said they would construct a road after the 31st permit he meant before. Mr. Dansie indicated by the time the 31st permit is issued, they had to have the road completed to the standards required in the agreement, and those standards are outlined in the International Fire Code.

Mayor Rubin presented the map showing where the road would be located. Discussion followed regarding the secondary access road and how it would tie in. Mayor Rubin stated the road is not actually where the easement is; it would eventually come up and connect in another area. It would allow a secondary access into Golden Eagle. The mayor said the road was on the UDOT plan as well. Mayor Rubin said it was a great step forward for a matter of public safety; what he had been holding out for was public safety. The mayor encouraged the Council to consider and adopt the agreement.

Council Member Shadle thanked Mayor Rubin for working on the agreement and indicated he fully supported the agreement.

Mayor Rubin said he knew Mr. Dansie reached out to Clint Neerings at the Fire District. Mr. Dansie informed Mr. Neerings the Town is planning on moving forward in this direction. He said he would not speak for Mr. Neerings; however, he did not think the Fire District was particularly enthusiastic about the scope of the Golden Eagle Development. Mr. Neerings noted they were down the road from that, and what they can do and enforce where they are with this agreement. He knew that Mr. Neerings looked at it, but he did not have a follow-up discussion with him.

Mayor Rubin noted that Mr. Neerings was aware of the access road and their intentions. He may have other comments, such as, turning radius. There are provisions in here that eliminate the litigation and protects the Town. The mayor felt it was a generous offer.

Mr. Dansie said there was one question that was raised, which was about engineering review. The engineering for Phase One was performed by Steve Jackson, and it is his understanding that Mr. Jackson has also completed the engineering review on Phases Two and Three. He has not confirmed that.

Chair Baier reference Section 4, Terms which says the parties agree the developer will construct the access road before the Golden Eagle Subdivision Phase One, Phase Two and Phase Three. She inquired if that meant they could have more than 30 homesites of homes under construction. Mr. Dansie indicated the way they tried to clarify that was the next sentence down. The development shall submit a certificate to the Town by a license engineer certifying the completion of the construction of the access road prior to issuance of the 31st permit. If the access road has not been completed by that time, the Town may withhold the 31st building permit and all building permits applied for thereafter.

Council Member Chris Baier moved to approve the agreement regarding construction of the secondary

access to Golden Eagle Subdivision per the document that is in front of us and authorize the Mayor to sign the agreement. Council Member Johansson made the second. Council Members Voting Aye: Council Members Shadle, Baier, and Johansson. The motion passed unanimously.

13. DISCUSSION ITEM – Recycling for Hideout

Council Member Shadle shared a presentation regarding recycling. He noted that one of the tasks out of the General Plan was to look closely at recycling.

Council Member Shadle explained in the beginning of the General Plan, they asked the participants a lot of questions and a few of them were regarding recycling. One of the questions was how committed the respondents were to recycling. He noted that out of the participants: 100 were committed, 16 were neutral, and 27 were not committed. He indicated that almost 77 percent of the Town was committed to recycling. The next question was, would you be willing to pay for curbside recycling services. He said that 66 respondents said yes, 50 said maybe, 30 said no, and 2 said sort-of yes. He indicated that between the yeses and maybes, it was just under 80 percent. He went on to say there were a lot of solicited, individual responses. There seems to be a desire for recycling.

Council Member Shadle stated he saw four recycling options: they could establish a recycling center in the municipal public works building once it was completed; they could negotiate curbside recycling service with a private contractor; they could encourage citizens to utilize the recycling Utah facility located in Park City, or they could do nothing. Councilor Shadle discussed the options in further detail. Council Member Shadle indicted the reason he wanted to bring this to the Council's attention was to get their input so he could continue to investigate what the Mayor and Council would prefer.

Council Member Johansson said they should definitely support it; it was a great presentation. He liked the RSU; however, it was expensive. Councilor Johansson asked if they could have a trash pickup every other week and recycling the other week. Council Member Baier said doing nothing was not the way to go, but she did not think the Town should be in the recycling business. She thought they could use RSU or be more proactive.

Discussion followed regarding mandating recycling. It was inquired if the Town could provide the opportunity for recycling and charge an annual fee whether residents utilized it or not. Mr. Dansie provided feedback regarding the idea; and it was his opinion that it could be an option.

Mayor Rubin expressed he thought they should publicize RSU and let residents know it was an option for them. In addition, they could work on what the adoption rate was; and based on that, they could decide if they want to go forward from there.

14. CONSIDERATION & APPROVAL OF BILLS TO BE PAID – Consideration and Possible Approval of Payment of February Bills

Mayor Rubin indicated that he was working with the Administrative team to get the bills to the Council sooner; in addition, the descriptions have improved. This month's bill was self-explanatory.

Council Member Kurt Shadle moved to approve the payment of bills for the month of February 2019 as presented. Council Member Baier seconded the motion. The motion passed unanimously.

15. PUBLIC INPUT – Floor Opened for Any Attendee to Speak

Chair Dwinell indicated that he noticed UDOT had replaced all the fencing from Jeremy Ranch all the way to the wildlife bridge with some nice-looking fence. He was wondering if they could get UDOT to replace their wildlife fencing and enclosing gaps. Mayor Rubin said he was not certain that was UDOT's fencing. Chair Dwinell noted that he was told it was by his builder. Discussion followed regarding fencing in the area. Mayor Rubin indicated he would add it to the list.

Council Member Shadle referred to the franchise agreement. He asked that they take into account that in some of the properties, the spacing between the homes where they will be placing lines, is very tight. In addition, take into consideration the snow that would bury the boxes. Mayor Rubin indicated they are prepared to take the risk.

Council Member Baier said she would like to recommend to have a special meeting of the Town Council and the Planning Commission to talk about the possibility of a temporary zoning ordinance/moratorium. She thought it would be an important activity to have a joint meeting. Mayor Rubin inquired what the moratorium was for. Council Member Baier explained there was a precedence set by other communities around them when they were working on their town code in order to catch up without being bombarded.

Mayor Rubin ask Mr. Dansie if that was a valid concern to justify considering a temporary zoning. Mr. Dansie said he was not ready to offer an opinion on that right now without doing some work. He would be happy to have the discussion with the Town Council and Planning Commission; however, before he offered an opinion, he would want to spend more time with it. Mayor Rubin indicated if the Council said they wanted to do that, how much time would Mr. Dansie need to work on it. Mr. Dansie said whenever the next meeting would be, he would be ready for it – he said he could be ready in a couple weeks.

It was decided to schedule a special meeting with the Town Council and the Planning Commission, and they would identify a date. Council Member Baier indicated she would coordinate the meeting.

16. ADJOURNMENT OF PUBLIC MEETING

Council Member Shadle moved to adjourn to closed executive session to discuss pending or reasonably imminent litigation. Council Member Baier made the second. Council Members Johansson, Baier, and Shadle voted in favor. The motion passed unanimously.

Meeting adjourned at 9:15 p.m.

Lynette Hallam, Town Clerk

1 **Town of Hideout Town Council Meeting Minutes**
2 **10860 North Hideout Trail**
3 **Hideout, Utah**
4 **March 19, 2019**

5
6 **Present:** Mayor Phil Rubin
7 Chris Baier
8 Hanz Johansson (via telephone)
9 Kurt Shadle

10
11 **Others:** Lynette Hallam, Town Clerk
12 Dan Dansie, Town Attorney (via telephone)
13 Jerry Dwinell
14 Mike Stewart

15
16 **Absent:** Dean Heavrin
17 Jim Wahl
18

19 **1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

20
21 Mayor Phil Rubin called the meeting of the Town Council of the Town of Hideout to order at
22 6:00 p.m. and led the Pledge of Allegiance.
23

24 **2. ROLL CALL**

25
26 All members of the Town Council were present with the exception of Dean Heavrin and Jim Wahl,
27 who were absent.
28

29 **3. PUBLIC HEARING – Consideration and Possible Approval of Final Plan for Deer**
30 **Springs Subdivision.**
31

32 Planning Commission Chair, Jerry Dwinell, reported that the Planning Commission forwarded a
33 conditional recommendation of approval based on receipt of a clean engineering report and the
34 developer resolving any discrepancies on the report. Chair Dwinell indicated that the Fire District
35 Report included a request for an additional access road near the pump station. The developer
36 agreed that without the connection to Jordanelle Parkway by the time of occupancy, an additional
37 access road will be constructed.
38

39 The developer/applicant, Nate Brockbank, reported that the Fire Department requires a distance of
40 1,300 feet for 30 lots. The current distance is 2,100 feet. The property was identified on a site
41 map displayed. It was noted that an existing road is currently used to access the property and the
42 developers have been asked to apply road base. It was noted that there were no changes from the
43 preliminary plat.
44

45 In response to a question raised, Mr. Brockbank reported that the Planning Commission
46 recommended construction of a hammerhead at the end of the road rather than a temporary

1 turnaround, which would be added to the final map. Town Attorney, Dan Dansie, suggested that
2 if the Council is inclined to grant approval, that a condition be added that it be subject to
3 finalization of the CC&Rs between the Town and the developer. Provisions will be added to
4 clarify the Town's rights with respect to enforcement of the CC&Rs and another that specifies that
5 the CC&Rs cannot be amended as they relate to the provisions that pertain to the Town without
6 Council approval.

7
8 Chris Baier reported that she attended the Planning Commission Meeting and commented that
9 there were many reasons behind the decision to annex the property into the Town. She noted that
10 it would bring tangible benefits that they look forward to realizing. During the Planning
11 Commission Meeting, a question was raised with respect to when the parks and trails will go in.
12 Mr. Brockbank stated that they will be completed with Phase 2. The proposed park location was
13 identified.

14
15 Council Member Baier remarked that the trails will benefit both the Town and the development
16 and the community has expressed how important they are. Mr. Brockbank stated that with Phase 1
17 they plan to do the flow trail, which is a dirt trail intended for biking. It will be a downhill trail in
18 one direction that cannot be used for hiking or pedestrian use.

19
20 Mr. Brockbank explained that they spent a considerable amount of time with Council Member
21 Johansson on the flow trail. Council Member Johansson and the Project Engineer walked the site
22 and laid out the location of the flow trail. He assured the Council that whatever trails are proposed
23 as part of Phase 1 will be installed, however, the entire trail system will not be completed as part
24 of Phase 1.

25
26 The proposed trails, the associated phases, and connectivity issues were discussed. Chris Baier
27 was interested in the lower trail along Highway 248 that connects the rail trail to Jordanelle
28 Parkway. Mr. Brockbank stated that he may be able to commit to a soft surface trail. The
29 determination was made that it be grated and asphalted as part of Phase 2.

30
31 Hanz Johansson joined the meeting in person.

32
33 Chris Baier asked Mr. Brockbank about the dog park and why it would not be completed with
34 Phase 1. Mr. Brockbank explained that the MDA specifies that it is to be completed as part of
35 Phase 2.

36
37 It was noted that the plan was provided to the Town's new engineering firm. Mr. Brockbank stated
38 that with respect to timing, they expect to begin work within one month. Epic Engineering was
39 originally asked to perform the work but declined given that they were not chosen as the
40 engineering partner for the project. Approval would be contingent upon meeting all of the
41 requirements. Mr. Brockbank did not foresee any issues.

42
43 Chris Baier asked about the timing of the lower dirt trail. Mr. Brockbank expected to complete it
44 this summer, construct the single-family lots immediately, and finish the townhomes to Jordanelle
45 this year. It was expected to take five months to construct the park. Jordanelle Parkway was
46 scheduled to be finished by September 1.

1
2 Mr. Brockbank reported that at the Legislature two underpasses under Highway 40 were approved
3 and funded. The one going to the parking lot is 105 feet wide with a truck trail. There are also
4 two hiking trails planned. \$11 million was requested for the project and \$10 million was received.
5 The details of additional future improvements were discussed.

6
7 Chris Baier was pleased to see the development progress as quickly as possible. It was determined
8 to be in the best interest of all involved to minimize the amount and duration of disturbed lands.

9
10 Mr. Brockbank reported that they are working with the State Park to connect their trail system with
11 the State Park trail system. His understanding was that they have to build it and maintain 200 feet
12 that will connect to the State Park.

13
14 Hanz Johansson explained that there was a proposal to have two trails run from Sky Ridge
15 through Jordanelle Parkway to the perimeter trail. One of the trails will end on what is referred to
16 as the beach area. Council Member Johansson disclosed that his company submitted a bid to
17 construct one of the trails. Details of the proposed trail were described and identified on a map
18 displayed. Chris Baier remarked that it will be beneficial to partner with the State Park.

19
20 Mr. Brockbank briefed the Council on the status of the sale of the project and reported that the
21 Larry Miller Group has the property under contract and plan to meet with the mayor the following
22 week. If the sale is not completed this year, some components may have to wait until next year.
23 Regardless, the building will be finished this year. Mr. Brockbank explained that his group will
24 build the roads and infrastructure. Council Member Shadle asked about the timing of the project
25 if the negotiations with the purchaser fall through. Mr. Brockbank stated that those details could
26 be discussed at a future time.

27
28 Kurt Shadle commented that the request had been reviewed at the Planning Commission level for
29 a long time. He was pleased that the Town has set a high standard for how a town and developer
30 should interact. He hoped that future and current developers will follow suit. He expressed his
31 support for the project. Mr. Brockbank reported that he has two more projects that will be coming
32 forward.

33
34 Mayor Rubin opened the public hearing.

35
36 Jerry Dwinell commented on the death last year of Doug Egerton and suggested the park be named
37 after him. Support was expressed by the Council.

38
39 There were no further public comments. The public hearing was closed.

40
41 **Kurt Shadle moved to approve the Final Plat for the Deer Springs Subdivision subject to the**
42 **following:**

43
44 **Conditions:**

- 45
46 **1. Resolving the issues of the CC&Rs as described by the Town Attorney.**

1
2 **2. Compliance with all Planning Commission conditions imposed and agreed to**
3 **by the developer consisting of the following:**

4
5 **i. Engineering review and approval.**

6
7 **ii. Construction of a hammerhead at the end of the Shoreline Secondary**
8 **Access Road coming up from the sewer lift station or connecting to**
9 **Jordanelle Parkway prior to occupancy.**

10
11 **iii. Phase 1 shall include completion of the flow trail.**

12
13 **iv. A 10-foot asphalt trail shall be completed to the end of Phase 1 after**
14 **which it becomes a graded dirt trail along Highway 248 to Jordanelle**
15 **Parkway.**

16
17 **The motion was seconded by Hanz Johansson. Vote on motion: Kurt Shadle-Aye, Chris**
18 **Baier-Aye, Hanz Johansson-Aye. The motion passed unanimously.**

19
20 **4. PUBLIC HEARING – Consideration and Possible Approval of Petitions filed by**
21 **Mountain Resort Land Company for 1) A Plat Amendment to Combine Six Lots into**
22 **Three New Lots, Eliminate and Vacate One Lot from the Plat and add an Easement**
23 **for a Storm Drain Pipe, and 2) a Plat Amendment to Combine Six Lots into Four New**
24 **Lots, Eliminate and Vacate Two Lots from the Plat and Vacate part of the Public**
25 **Road at the end of Fox Hollow Court (and Dedicate a new Cul-de-sac. These Changes**
26 **are in the Soaring Hawk Subdivision.**

27
28 Kurt Shadle made a point of order and stated that the matter did not go through the Planning
29 Commission as required by the ordinance. He recommended it be tabled to a future meeting.

30
31 Town Attorney, Dan Dansie, explained that the practice of the Town has been for the Council to
32 review these types of issues without requiring them to go through the Planning Commission, which
33 is consistent with the State statute that addresses amendments to a subdivision plat. The State
34 statute requires that initial plats go through the Planning Commission but does not require the same
35 for plat amendments. In addition, one inconsistency with the Code is that Titles 10 and 11 contain
36 some overlap and it was unclear whether a full set of hearings and processes are required. It made
37 sense to him to interpret it as referring to the application process provided for under Title 10 since
38 otherwise, a subdivision or plat amendment would result in a preliminary and final amendment.
39 That did not seem to be the intent of Title 11. His opinion was that the Council can move ahead
40 with the application based on that provision in Title 10.

41
42 Chris Baier asked when the materials were received from the applicants. Mr. Dansie estimated
43 that it had been three weeks since they were submitted and was well within the timeline. Hanz
44 Johansson recalled seeing similar requests in the past.

45
46 Kurt Shadle commented that the intent would be to get the Town to follow its ordinances. He
47 referred to Title 10.03.403(2) and stated that the procedure for amending or altering a subdivision

1 plat is the same as for approval of a new subdivision. He commented that the Planning
2 Commission spends a great deal of time reviewing requests and their input and advice is valuable.
3 He was confused by the controversy.

4
5 Chris Baier remarked that just because the Council has taken action in the past that may not have
6 followed the Code as written, does not mean they should not stop that bad behavior and follow the
7 Code as written. Council Member Shadle recommended the Planning Commission be tasked with
8 fleshing out the issues. He saw no reason to bypass the Planning Commission and believed that
9 doing so sets a bad precedent.

10
11 In response to a question raised, Mr. Dansie explained that the notice provisions would need to go
12 out to residents in the event they plan to modify a substantive provision of the land use ordinance.
13 The statute is prone to ambiguity and, therefore, a very permissible reading of that section applies
14 to the application provisions of Chapter 3 of Title 10. If it is the desire of the Council to interpret
15 that, it is to apply to Title 11 as well and determine whether to require a preliminary and final
16 review of a subdivision amendment or have the Planning Commission review it. Under State law,
17 there is no provision for Planning Commission review.

18
19 Kurt Shadle explained that the issue involves not only the interpretation of the statute but a
20 procedure and advice. He stressed the importance of getting recommendations from the Planning
21 Commission. Mr. Dansie stated that for the applicable standards under State law there must be a
22 finding that good cause exists for the amendment to the plat and that the public and no person will
23 be harmed. That could be determined in many different ways. In the past, they relied on an
24 engineer to do much of that research.

25
26 Mr. Dansie reported that the Council could move forward tonight and require the full participation
27 of the Planning Commission, which he considered to be a more ambiguous interpretation than the
28 one he was advocating. If the Council specifies that it goes back to the Planning Commission, a
29 determination should be made with regard to the appropriate scope of the review. In the past, in
30 similar situations, they determined that the request can benefit the community. They can also hear
31 from the applicant. Based on the presentation, if there appears to be good cause, they can move
32 forward with approval contingent upon receipt of a statement from the Town's Engineer that there
33 is good cause and the public and no person will be harmed as a result of the vacation of the
34 easements.

35
36 Kurt Shadle commented that there has been very little vetting done and the Council Members are
37 seeing most of the documents for the first time. He indicated that he would vote against the request
38 tonight if a motion is put forward.

39
40 Hanz Johansson suggested the Council hey consider the request for future plat amendments. If no
41 one is harmed, he considered the issue to fairly minor and based on input from the engineer. He
42 saw no drawback to proposing larger lots.

43
44 Chris Baier stated that a line must be drawn at which point they will stop allowing requests the
45 Council is not prepared for. Given that the applicant was present tonight, she was interested in
46 learning more about the details of the request.

1
2 Mike Johnston was present on behalf of the applicant. He agreed that it was important for the
3 Council to understand the request. It was determined that the public hearing, which was properly
4 noticed, could be conducted. It was noted that all of the properties are owned by Mountain Land
5 Resort Company. Mr. Johnston stated that from their perspective the request is for simple lot line
6 adjustments. For various reasons, property owners wish to combine lots and create more space
7 between them and their neighbors. In this case, the developer is making the request because the
8 lots as previously platted are extremely difficult to build on. In the process of constructing the
9 road, the developer would like to combine the lots so that they become buildable.

10
11 The location of the property was identified on a map displayed. Mr. Johnston noted that in other
12 jurisdictions in Wasatch County, staff reviews these types of requests and if there is a complaint,
13 the matter is sent on to the Planning Commission for review. Typically, there are no issues with
14 lots being combined. A public hearing is required because they are vacating the public utility
15 easements that are placed on every lot line.

16
17 Chris Baier inquired about the trail at the rear of the site. Mr. Johnston indicated that the plat does
18 not show a trail. Council Member Baier reported that a trail is identified on a trail map that was
19 provided by the HOA. Hanz Johansson stated that the trail can be conditional. Council Member
20 Baier preferred to have someone present from the HOA who will confirm that the proposed change
21 to the end of Fox Hollow will not adversely affect the promised trail.

22
23 Mr. Dansie stated that the grounds for approving this type of plat amendment are that there is good
24 cause and that the public and no person will be negatively impacted. To the extent that the Council
25 believes there is an existing or impacted trail that would serve as a benefit to the community at
26 large, that would be an appropriate condition to impose. If the trails are not shown on the plat, he
27 asked what the basis would be for establishing them and the parameters.

28
29 Mayor Rubin noted that the HOA proposed a future trail network that includes a tie into the upper
30 portions of the space. There is high-level trail that will cut in up above, has been roughed in, and
31 has been shown to the public. Mr. Dansie described two scenarios where the trail system is on
32 privately owned property and the developer could potentially change his mind about constructing
33 them. The other involved the trails as part of a previous approval. He suggested that the facts be
34 determined before proceeding. Procedural issues were discussed.

35
36 Chris Baier wanted surety in terms of what it will look like and the overall impact on the
37 community. Mr. Dansie suggested that clarity be provided with respect to what is expected of the
38 developer. Kurt Shadle's preference was to not go through both preliminary and final and instead
39 pursue one combined process.

40
41 Mr. Dansie reported that in the past there were instances where preliminary and final approvals
42 were combined. With respect to a subdivision, if the applicant can demonstrate that they meet all
43 of the criteria for final approval, they have agreed to combine the process. Title 11 sets forth the
44 standards, which have already been approved and vetted. If this is the route the Council decides
45 to go, they should empower the Planning Commission to recommend final approval on the first

1 review. Procedural issues were discussed. It was noted that the Town recently adopted a new
2 General Plan. The Mayor recommended the Council review the entire scope of the subdivision.

3
4 A question was raised as to whether when the request goes to the Planning Commission for the lot
5 line adjustment if they can review the entire scope of the subdivision and determine whether it
6 meets the Town's Codes. Mr. Dansie explained that the statute only allows consideration of
7 whether by virtue of the proposed amendment, there is good cause for approval it and if a person
8 would be harmed. He considered it a much more limited scope than to review the entire
9 subdivision. He commented that the scope of review exceeds the scope of the adjustment. Mike
10 Stewart remarked that he would support an approval with conditions tonight.

11
12 Mayor Rubin opened the public hearing.

13
14 Jerry Dwinell agreed with the interpretation that what is proposed is an amendment to a final plat
15 so having one review by the Planning Commission seemed to make sense. He also suggested the
16 Council reconsider the impact the request may have on the approved final scope.

17
18 There were no further public comments. The public hearing was closed.

19
20 Mayor Rubin recommended that the matter be tabled to allow for Planning Commission and
21 Engineering review before moving forward with approval.

22
23 **Kurt Shadle moved to table the matter to allow for Planning Commission and Engineering**
24 **review prior to consideration of approval. The motion was seconded by Chris Baier. Vote**
25 **on motion: Kurt Shadle-Aye, Chris Baier-Aye, Hanz Johansson-Aye. The motion passed**
26 **unanimously.**

27
28 **5. ADJOURNMENT OF PUBLIC MEETING**

29
30 Scheduling issues were discussed. Council Member Baier reported that she sent an email to the
31 Council Members prior to tonight's meeting in an effort to schedule a joint meeting with the
32 Planning Commission. She had not yet received a response from the Mayor or Mr. Dansie. After
33 discussing dates and availability, an informational meeting was scheduled for Thursday, April 4
34 from 6:00 p.m. to 7:00 p.m. The intent was to discuss the standards and pros and cons of the Town
35 imposing a temporary land use restriction. A 24-hour notice would need to be given of the
36 meeting.

37
38 **Kurt Shadle moved to adjourn. The motion was seconded by Chris Baier. Vote on motion:**
39 **Kurt Shadle-Aye, Chris Baier-Aye, Hanz Johansson-Aye. The motion passed unanimously.**

40
41 The Town Council Meeting adjourned at 7:38 p.m.

TOWN OF HIDEOUT, UTAH

Ordinance No. 2019 - _____

**AN ORDINANCE DEFINING
DESIGN STANDARDS FOR
TELECOMMUNICATIONS EQUIPMENT
WITHIN THE TOWN OF HIDEOUT**

WHEREAS, the Town of Hideout views the public right of way as a public asset, to be stewarded by the Town for public benefit; and,

WHEREAS, the Town of Hideout desires to ensure that telecommunications equipment installed within the public right of way be modern and efficient; and,

WHEREAS, it is the responsibility of the Town to protect the visual impact of the public rights-of-way and to regulate and control any installation that detracts from the surrounding beauty of the Town; and,

WHEREAS, the Utah Department of Transportation (UDOT) has published standards for the installation of telecommunications equipment within the document “*UDOT ATMS DMOI V3.0*” (hereafter referred to as UDOT Standards) that outline the acceptable installation standards for the State of Utah (the current internet URL for the UDOT Standards is attached as Appendix A to this Ordinance); and,

WHEREAS, the requirements for permits provide mechanisms for the Town to maintain an aesthetically pleasing community environment, protect the safety and welfare of Hideout residents, minimize degradation of the residential character of neighborhoods, streets, and roadways, and require the best available design to limit visual impacts while ensuring that adequate public services and facilities are constructed to accommodate the needs of Town residents; and:

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Hideout, Utah, as follows:

Section 1 – Recitals Incorporated. The foregoing recitals are hereby incorporated into this Ordinance as findings of fact.

Section 2 – Enactment. That the Town Council of Hideout, Wasatch County, State of Utah, does hereby adopt the following ordinance.

Any telecommunication equipment installed within the Town's public right of way shall adhere to the following design standards:

1. All installed equipment must adhere to the UDOT Standards, including, without limitation, the Design Elements section. Among other things, the UDOT standards include specific standards with regard to "box" placement and design; calling for grade-level installations.
2. If the telecommunications provider cannot adhere to UDOT Standards or the telecommunication provider's communication facilities involve above-grade-level box installations, the telecommunications provider shall be required to screen their boxes with landscaping.
 - a. Landscape design must be approved by the Town's Planning Commission. Where water is reasonably available and an irrigated design is feasible, the landscape design should include plans for proper irrigation.
 - b. Installation and maintenance of the landscaping shall be the responsibility of the telecommunications provider so long as the box exists above grade.
 - c. The telecommunications provider must provide a phone number that homeowners or homeowner associations can use to report issues with provider-maintained landscaping. If reported, the provider shall have twenty (20) calendar days to remedy the issue. If the issue has not be remedied within this period, the Town reserves the right to terminate any applicable Franchise Agreement pursuant to the terms and conditions of such Franchise Agreement.

Section 3 – Effect on Town Code. This Ordinance shall repeal any conflicting provision of the Town Code. Immediately after the effective date, the Town Clerk is hereby directed to update the official version of the Town Code to reflect the terms and provisions set forth herein by adding a new section to Chapter 5 of Title 7 of the Town Code.

Section 4 – Effective Date. This Ordinance will be effective when it has been published as provided by law.

WHEREFORE, Ordinance 2019 - _____ has been **Passed** and **Adopted** by the Town of Hideout.

TOWN OF HIDEOUT

Philip Rubin, Mayor

Attest:

Lynette Hallam, Town Clerk

Appendix A: UDOT Standards Reference

<https://www.udot.utah.gov/main/uconowner.gf?n=38642000909353321>

FRANCHISE AGREEMENT BETWEEN THE TOWN OF HIDEOUT AND ALL WEST COMMUNICATIONS, INC., REGARDING CONSTRUCTION ACCESS FOR TELECOMMUNICATIONS INFRASTRUCTURE

This *Franchise Agreement Between the Town of Hideout and All West Communications, Inc., Regarding Construction Access for Telecommunications Infrastructure* (“**Agreement**”) is made this ____ day of _____, 2019, by and between the Town of Hideout, a municipal subdivision of the State of Utah (“**Hideout**”) and All West Communications, Inc., a Utah corporation (“**All West**” or “**Franchisee**”) and for the purpose of granting to All West the non-exclusive right to install, operate and maintain a communications system in, on, over, upon, along, and across the public rights of way of the Town of Hideout, and for the purpose of identifying and prescribing certain rights, duties, terms, and conditions with respect thereto.

WHEREAS, All West, has requested that the Town grant it the right to install, operate, and maintain a communications system within the public ways of the Town; and

WHEREAS, the Town Council has found it desirable for the welfare of the Town and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the Town Council has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the Town is willing to grant the rights requested subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and All West do hereby covenant and agree as follows:

Section 1. Definitions. For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Affiliate” means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. “Communication(s) Service” shall mean any communications services, communications capacity, or dark fiber, which Franchisee is authorized by the Utah Public Service Commission to provide using Franchisee’s Communication System, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or copper cable. Communication Service shall also include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the Town.

C. “Communication System” or “Communication Facilities” shall mean the Franchisee’s fiber optic and/or copper cable system constructed and operated within the Town’s public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the Town’s public ways designed and constructed for the purpose of providing Communication Service.

D. “FCC” means the Federal Communications Commission, or any successor governmental entity hereto.

E. “Franchise” shall mean the initial authorization, or renewal thereof granted by the Town, through this Agreement, which authorizes construction and operation of the Franchisee’s Communication System for the purpose of offering Communications Service.

F. “Franchisee” means All West Communications, Inc., a Utah corporation, or the lawful successor, transferee, assignee, or affiliate thereof.

G. “Person” means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

H. “Public Way” shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the Town in the Service Area which shall entitle the Town and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the Town within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle

the Town and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee's Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

I. "Service Area" means the present municipal boundaries of the Town and shall include any additions thereto by annexation or other legal means.

J. "Town" means the town of Hideout, Utah.

Section 2. Authority Granted. Upon execution of this Agreement, the Town hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public rights of way and public utility easements within the Town for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner the Franchisee's Communications System, and to provide Communications Service, all subject to the terms, conditions, restrictions and limitations of this Agreement. The Town's granting of a right to operate in the public rights of way and public utility easements will not be construed to grant Franchisee any rights over private property.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a grading or construction permit pursuant to the ordinances of the Town presently existing or as amended from time to time.

B. Franchisee shall pay all fees for costs associated with the excavation performed under the permit as allowed or required under applicable provisions of the Town Code, including, without limitation, Section 7.01.105. All fees associated with excavation permits shall be cost based and applied in a reasonable and non-discriminatory manner. In connection with any permit required by the Town Code for installation, operation, or maintenance of the Communication System, Franchisee shall provide a bond or other surety acceptable to the Town as required under the applicable provisions of the Town Code.

C. Unless otherwise provided in said permit, the Franchisee shall give the Town at least two business days' written notice of the Franchisee's intent to commence work in the public ways prior to commencing such work. The Franchisee shall file plans, maps, construction drawings, a traffic control plan and other documents which may be reasonably required by the Town showing the proposed location of its Communication Facilities. In no case

shall any work commence within any public way without said permit except as otherwise provided in this franchise.

D. Franchisee will comply with the line extension requirements, if any, imposed under its tariff, as approved by the Utah Public Service Commission, and its obligations as a carrier of last resort.

E. To the maximum extent allowed under state and federal law, the Communications Facilities must be constructed in accordance with the Town's building specifications and codes. Any future specifications and codes adopted by the Town will apply to future excavation if permits are sought after the effective date of such specifications and codes. Such specifications and codes, including, without limitation, design and aesthetic standards, shall be applied in a reasonable and non-discriminatory manner. Any portion of the Communications Facilities which is attached to a residential structure will not exceed four inches (4") in depth (i.e. protruding at a 90-degree angle from the surface of the residential structure), twelve inches (12") in height, and twelve inches (12") in length. No portion of the Communication Facilities shall obstruct, or interfere with use of, a street, roadway, sidewalk, or path.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the Town to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. Unless terminated as provided for herein, the first term of this franchise shall be for a period of ten (10) years from the date of acceptance as set forth herein, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred twenty (120) days' notice of its intent to renegotiate the terms and conditions of this Franchise.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the Town from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the Town. However, the Town shall not consent to any such future Franchisee to physically interfering with any of Franchisee's Communication Facilities. Notwithstanding the foregoing, the Town shall have not responsibility or liability for the actions of any third-parties including, without limitation, any interference with Franchisee's Communication Facilities. However, in the event that such physical interference or disruption occurs, the Town Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute between Franchisee and such third-party. Further, this Agreement shall in no way prevent or prohibit the Town from using any of its public ways or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment,

improvement, dedication of the same as the Town may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this franchise. If requested to do so by a user who has lawfully terminated the Communication Services provided by Franchisee, Franchisee shall remove any portion of the Communications Facilities which are affixed to a residential structure within sixty (60) days after receipt of such request.

Section 7. Maps and Records. After construction is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in a form and content prescribed by the Town Engineer. These plans and maps shall be provided at no cost to the Town and shall include hard copies and digital copies in a format specified by the Town Engineer.

Section 8. Work in Public Ways.

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic (vehicle and pedestrian) and the free use of adjoining property. At no time shall structures be erected or vehicles parked in a manner which impedes the ingress or egress of emergency vehicles. The Franchisee shall, at all times, post and maintain proper traffic controls and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town or the laws of the State of Utah.

B. The Franchisee shall install all Communications Facilities within sufficient and reasonable conduit corridors which are generally parallel or perpendicular to the primary right of way and within sufficient and reasonable locations as specifically identified by the Town's engineer. Such Communications Facilities shall not vary from assigned conduit corridors or other locations as shown on approved plans by more than twelve (12) inches horizontally or six (6) inches vertically. In no event, however, shall the Franchisee's Communications Facilities damage or interfere with the facilities, lines, conduits, or improvements previously installed by other utility providers. If the Franchisee's Communications Facilities are found to be located outside the assigned corridors or locations by more than the variance allowed above, then the Franchisee shall, at its own cost and expense, remove or relocate such Communications Facilities to approved locations within seventy-two (72) hours of notice from the Town, or as soon thereafter as is reasonably practical under the circumstances. In the event that during Franchisee's installation or construction of Communications Facilities adjustments to the corridor or location are needed due to unforeseen obstacles or previously installed infrastructure, Franchisee shall contact Town's Public Works Director at the number identified in the Franchisee's construction permit, and the Town shall have a representative available to assist Franchisee to resolve the issue as quickly as reasonably

possible.

B. The Franchisee shall cooperate with the Town and all other persons with authority from the Town to occupy and use the public ways of the Town in coordinating construction activities and joint trenching projects. Within twenty (20) business days of the effective date of this Agreement, and by March 1st of each calendar year thereafter, the Franchisee shall provide the Town with a schedule of its proposed construction activities in, around, or that may affect the public ways of the Town. The Franchisee shall also meet with the Town and other grantees, franchisees, permittees, and other users of the public ways of the Town annually or as determined by the Town to schedule and coordinate construction activities. The Town Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the Town.

C. If either the Town or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this Agreement and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions reasonably satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are objectively incompatible.

D. If the Town adopts an applicable “dig-once” ordinance, then Franchisee will comply with the same with respect to any applicable excavation or grading permits which Franchisee applies for after the date such ordinance becomes effective.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities restore the surface of any public ways and any other Town-owned property that may be disturbed by the work to at least the same condition the public way or Town-owned property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the Town in accordance with the applicable ordinances of the Town.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees’ Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee’s construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the

dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the Town of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the Town by calling the Town Hall or an emergency contact number provided by the Town immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Town Hall is open for business. All other terms and conditions of this Agreement shall apply to emergency work.

Section 11. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or Town-owned property, the Franchisee shall immediately take action to protect the public, adjacent public places, Town-owned property, streets, utilities and public ways. The Town Engineer may prescribe the terms and conditions of such remedial work and may require compliance within a reasonably prescribed time. In the event that the Franchisee fails or refuses to promptly take such remedial actions directed by the Town or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Town may take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as reasonably necessary safety precautions and the Franchisee shall be liable to the Town for the reasonable costs thereof.

Section 12. Non-Liability of Town for Acts of Franchisee and Indemnification. The Town shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee taken pursuant to this Agreement, and Franchisee hereby indemnifies the Town and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the Town by reason of the exercise or arising out of the actions or omissions of Franchisee authorized by, or taken pursuant to, this Agreement. In addition, the Franchisee waives any claims for damages or injuries which the Franchisee has, or may have in the future, against the Town (the "Claims") which result or arise from the Town's regular or necessary maintenance or repair of its streets or rights-of-way. and the Franchisee indemnifies and holds the Town harmless from and against the Claims. By way of example, and without limiting the generality of the foregoing, the Franchisee waives any claims which may accrue because of damage to the Franchisee's Communications Facilities which occurs in connection with snowplowing or snow removal activities. However, the foregoing waiver and indemnification will not apply to any damages or injuries caused by the gross negligence or willful misconduct of the Town or its employees, officers, officials, or agents.

Section 13. Insurance. The Franchisee shall procure and maintain insurance against

claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the Town for its inspection an insurance certificate naming the Town as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

A. Comprehensive general liability insurance written on an occurrence basis, including contractual liability coverage with limits inclusive of umbrella or excess liability coverage of not less than: (1) \$2,000,000 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.

C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the Town. Any insurance maintained by the Town, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

Section 14. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the Town within ninety (90) days or abandon the Communications Facilities in place. The restoration provisions of Section 9 of this Agreement shall apply to Franchisee's removal of any Communication Facilities. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the Town, the Franchisee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the Town.

Section 15. Modification. The Town and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be approved by the Town by ordinance and accepted by the Franchisee consistent with this section herein.

Section 16. Forfeiture, Termination and Revocation.

A. This Agreement may be terminated and the Franchise revoked for failure by Franchisee to comply with the material provisions of this Agreement and any provisions of the Town's ordinances.

B. If the Town has reason to believe that the Franchisee is in violation of this franchise or any provisions of the Town ordinances, the following procedures shall be followed by the Town:

(1) The Town shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured which shall not be less than thirty (30) days thereafter. Prior to the expiration of such thirty (30) day period, Franchisee shall respond with evidence demonstrating that no violation occurred, or that the violation has been corrected on the terms and conditions set forth in the Town's notice.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the Town or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If Franchisee's response is not satisfactory to the Town, the Town may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the Town a request for a hearing before the Town Council. If no such request is received, the Town may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the Town's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the Town Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be

terminated. The Town Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the Town Council does not grant any additional period, the Town Council may, by resolution, declare the franchise to be terminated.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of, and not reasonably foreseeable by, the Franchisee.

Section 17. Town Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating Franchisee's performance under the terms and conditions of this Agreement, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

Section 18. Survival. All of the provisions, conditions and requirements of this Agreement shall be in addition to any and all other obligations and liabilities the Franchisee may have to the Town at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 11 Dangerous Conditions; 12 Non-Liability of Town for Acts of Franchisee; 13 Insurance; 14 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this Agreement and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said Communication Facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this Agreement shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 19. Severability. If any section, sentence, clause or phrase of this Agreement shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

Section 20. Assignment. This Agreement may not be assigned or transferred without prior written consent of the Town except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing, provided such assignee obtains Franchisee's rights under the certificate of public necessity issued to Franchisee by the Utah Public Service Commission.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Town:
Town of Hideout
Attn: Mayor
10860 N. Hideout Trail
Hideout, Utah 84036

Franchisee:

All West Communications, Inc.
50 West 100 North
Kamas, Utah 84036
Attn: President

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 22. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Agreement. Provided further that the Town and the Franchisee reserve all rights they may have under the law to the maximum extent possible and, except as expressly provided herein, neither the Town nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this Agreement. Without limiting the foregoing, nothing in this Agreement shall be construed as a waiver of any provisions of, or rights under, the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. (as the same may be amended).

Section 23. Attorney's Fees. If any suit or other action is instituted in connection with

any controversy arising under this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's fees.

Section 24. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this Agreement shall be with the Utah State Court in the county in which the Town is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City.

Section 25. Approval by Town Council. This Agreement shall be effective upon execution by the Franchisee and the Town's mayor and the prior approval of this Agreement by resolution of the Town Council adopted at a public meeting duly noticed under Utah law.

AGREED TO this ____ day of _____, 20__.

TOWN OF HIDEOUT

By _____
Phil Rubin, Mayor

ATTEST:

Town Clerk

(SEAL)

ALL WEST COMMUNICATIONS, INC.

By _____
Name _____
Title _____

ORDINANCE NO. 09 - 11

AN ORDINANCE APPROVING THE VACATION OF DRAINAGE EASEMENT D AND SEWER EASEMENT WITHIN HIDEOUT CANYON, PHASES 2 AND 4; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, during construction it was found necessary to relocate the position of the Drainage Easement D and sewer easement within Hideout Canyon Phases 2 and 4 due to terrain. Because of the relocation, it is necessary to vacate the originally platted location of these easements; and

WHEREAS, the Town Council finds good cause for the vacation of Drainage Easement D and sewer easement within Hideout Canyon Phases 2 and 4 and the public interest or any person is not injured by the vacation.

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

SECTION I: Approval. That the Town Council of Hideout, Wasatch County, State of Utah, does hereby approve the vacation of Drainage Easement D and sewer easement within Hideout Canyon Phases 2 and 4; and directs that a plat reflecting the vacation shall be recorded in the office of the Wasatch County Recorder.

SECTION II: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION III: Effective Date. This ordinance, being necessary for the effective administration of the Town of Hideout, and for the peace, health, safety and welfare of the town, shall become effective immediately upon posting.

PASSED AND ADOPTED by the Town Council of Hideout, Utah, this day of July, 2009.

ATTEST:

RICHARD H. SPRUNG, Mayor

Town Clerk

Posted:

ORDINANCE No. 11-02

AN ORDINANCE ESTABLISHING SIGN REGULATIONS FOR THE TOWN OF HIDEOUT, UTAH

WHEREAS, the purpose of this ordinance is to provide regulations for the posting of signs within the Town of Hideout; and

WHEREAS, the Town Council desires to regulate such signage in an effort to preserve the aesthetics of the Town and preserve the views and character of the Town; and

WHEREAS, the Town Council has the legal authority to adopt land use and control measures;

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

Section 1: Intent. It is the purpose and intent of this ordinance to regulate signs and to authorize the use of signs that are compatible with their surroundings, are legible under the circumstances in which they are seen, are effective in indexing the environment, and are conducive to promoting traffic and pedestrian safety and the convenience and enjoyment of public travel by preventing visual distraction; protecting pedestrians; attracting tourists to the Town; preserving and enhancing property values; establishing first-class business and commercial districts; and eliminating fire hazards.

It is also the intention and purpose of this ordinance to promote short and long term civic beauty and order by establishing standards and regulations for sign design, location, size, type, compatibility, and aesthetics. By doing so it is hoped that this ordinance will help create streetscapes that are functional and attractive to residents of Hideout Town as well as visitors.

Section 2: Purpose and Scope. The intent is to regulate the design and placement of commercial and governmental identification/communication devices and structures that are built specifically to identify, inform, and direct patrons to a particular merchant, store, establishment, or service. It is not the intent of this ordinance to regulate the content of public speech.

The regulations of this ordinance are intended to apply to both on-premise and off-premise signs, but do not apply to hand-held placards and other similar devices traditionally used for public protest and the exercise of free speech. Any non-commercial message may be substituted for any commercial message permitted under this ordinance.

Section 3: Interpretation. In interpreting and applying the provisions of this chapter, the sign regulations contained herein are declared to be the maximum allowable for the purposes set forth. If the Mayor (**Director**) determines that an application needs further interpretation, he may request that the Planning Commission review the proposal. If the applicant wishes to propose or retain a sign that exceeds ordinance standards, he may apply to the Board of Adjustment for a variance as outlined in Chapter 5 Title 11 of the Hideout Town Code.

Section 4: Definitions. All definitions are attempted to be clearly written within the paragraph pertaining to such work within the body of this ordinance, but those not precisely defined within the body of the ordinance shall be defined by the definitions within this Section. If any word is not clearly defined, the generally accepted meaning of such word may apply.

(1) Abandoned Sign. Any sign applicable to use that has been discontinued for a period of forty-five (45) days.

(2) Alterations. Alterations as applied to a sign means change or rearrangement in the structural parts or its design, whether by extending on a side, by increasing in area or height, or in moving from one location

or position to another. It also means changing the copy of a sign to name a new business or type of business.

(3) Animated Sign. A sign that involves motion or rotation of any part or display of flashing, chasing or intermittent lights.

(4) Artistic or Decorative Sign. A sign placed on the base of a statue, sculpture, monument or approved object other than the display of an item to be sold or traded.

(5) Awning Sign. A roofed structure constructed of fabric, canvas, vinyl, or metal so as to extend outward from the building providing a functional protective shield for doors, windows, and other openings with supports extending back to the building.

(6) Billboard. A large sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

(7) Building. A building for retail businesses may be defined as an independent unit regardless if it is connected by a common wall. For other business establishments such as office, industrial, research and development and manufacturing, a building may be defined as an independent building without common walls.

(8) Director. Refers to the Director of the Hideout Planning Department or his designated representative.

(9) Freestanding Sign. A sign which is not supported by a building, but rather a separate structure consisting of a pole or poles, that incorporates the design and building materials used in the construction of, or accenting the architectural theme of the building(s) that the sign will identify.

(10) Identification Sign. A sign identifying an apartment complex, condominium complex, residence, school, church or other non-sales use.

(11) Illuminated Sign. Any sign which has characters, letters, logos, designs, or other outlines illuminated by interior or exterior lights, luminous tubes, neon, or similar devices.

(12) Logo. A reproducible image or design, which serves to represent a business or company's identity.

(13) Monument Sign. A low profile ground mounted sign with at least a one (1) foot enclosed or solid base (usually brick or stone), meant to serve as a primary identification sign for the purpose of advertising a commercial use.

(14) Non-Conforming Sign. Any advertising structure or sign which was lawfully erected and maintained prior to such time as it came within the purview of this ordinance and any amendments hereto and which fails to conform to all applicable regulations and restrictions of this ordinance.

(15) On-Premise Signs. A sign that directs attention to a business, commodity, service or entertainment that is conducted, sold or offered on the premises where the sign is located.

(16) Off-Premise Signs. A sign that directs attention to a business, commodity, service or entertainment that is not, other than incidentally, conducted, sold or offered on the premises where the sign is located.

(17) Projecting Sign. A sign characterized by its attachment at an angle to the face of the building as opposed to being mounted flat on the surface of the building.

(18) Promotional Signs:

(a) Development. Signs indicating the sales, lease or rental of commercial units or on-premise signs advertising the existence of a new development whether residential, commercial or mixed use.

(b) Retail Sales. Signs that are placed temporarily to advertise a special sales event. This can include holiday sales signs.

(19) Public Necessity Sign. A County or State Sign for the purpose of identifying streets, highways, walkways, detours, road work or otherwise.

(20) Roof Sign. A sign located on the roof or above a building or face of a wall, which projects above the height of the roof or the face of the wall.

(21) Sign Area. The area of a sign and shall be considered to include all lettering, working and accompanying designs or symbols, and any background material. Where a sign consists of individual letters or symbols attached to or painted on a building, wall, window or background, the area of the sign shall be considered to be the area of the smallest rectangle that encompasses all such letters or symbols.

(22) Snipe Sign. A sign for which a permit is required and has not been obtained, and which is tacked, nailed, posted or otherwise attached to poles, trees, fences, sticks, or other objects, with a message appearing thereon.

(23) Suspended Sign. A sign which hangs from the eave of a roof or architectural feature of a building, parallel to the wall of the building, or on an approved support, hanging perpendicular to the building, but not extending over the sidewalk.

(24) Temporary Sign. A sign that is intended for use during specified periods of time, including individual real estate signs and construction signs.

(25) Vehicle Sign. A sign placed, added to, or painted on a vehicle or trailer that is parked or located in such a manner as that its sole purpose is to act as a sign or advertisement, not transportation.

(26) Wall Sign. A sign mounted or flush on the façade of a building, identifying the building, a business, a profession, or industry and occupants.

(27) Wind Sign. Any sign inflated by or displayed by wind or air movement.

(28) Window Sign. A sign attached to or painted upon a window or door, or located within a building so as to be visible through a window or door from the outside of the building.

Section 5: Enforcement and Penalties. Any sign not expressly allowed by this ordinance is prohibited. The Director or his authorized representatives shall be vested with the duty of enforcing this ordinance and in performance of such duty, shall be empowered and directed to:

(1) Issue Permits. To issue permits to construct, alter, or repair signs, which conform to the provisions of this title. The expiration date for such permits shall be one hundred and eighty (180) days from issuance, to allow sufficient time to complete the construction, alteration or repairs.

(2) Determine Conformance. To ascertain that all signs, constructions and re-constructions or modifications of existing signs are built, altered, modified or constructed in conformance with this ordinance by conducting an initial inspection or re-inspection upon the completion of construction, erection, re-erection, or modification of any sign for which a permit has been issued and an inspection request is made. This shall also include the inspection of temporary electrical signs. The Director may authorize the Building Inspector to make such inspections.

(3) Legal Action. The Director or his authorized representative shall be empowered to institute any appropriate action or proceeding in any case where any sign is illegally erected, constructed, reconstructed, altered, repaired, converted, or maintained, or in any case where any sign is used in violation of any Town Ordinance, by issuing notices by mail and posting of such notices upon the sign for the specified period of time as follows:

(a) Issuing a Written Notice of Violation. A Notice of Violation may be issued to the person who owns the property upon which the sign is located or the person having charge or control or benefit of any sign found to be unsafe, dangerous or in violation of this ordinance particularly when the Town is contemplating removal of said sign. Notice may be mailed to the property owner's address as contained in the County Tax Rolls and posted upon the sign for five (5) working days prior to removal. Such official may also issue criminal citations and swear to information against violators.

(b) Removal of Dangerous Sign. If an unsafe or dangerous sign is not repaired or made safe within five (5) working days after giving said notice, the Director or his authorized representative may at once abate and remove the sign, and the person having charge, control or benefit of any such sign shall pay to the Town within thirty (30) calendar days after written notice is mailed to such person, the costs incurred in such removal. In the event the Director determines there is imminent danger the sign may be removed without prior notice, but such notice shall then be mailed immediately.

(c) Abate and Remove Illegal Sign. If a permanent sign is installed without a permit, or is otherwise illegal as defined by this Title, and is not made conforming within thirty (30) calendar days after written notice has been given, the Director or his authorized representative may at once abate and remove the sign. If the name and/or address of the owner cannot be reasonably determined, notice may be given by posting such notice upon the sign itself for the thirty (30) day period. The person responsible for any

such illegal sign shall be liable for the cost incurred in the removal thereof and the Town is authorized to effect the collection of said cost.

(d) Removal of Temporary Sign. If a Temporary Sign posted upon private property, without a permit, or is otherwise illegal as defined by this Ordinance, the Director may provide a written notice to abate or remove said Temporary Sign. The time period for removal of such sign shall not exceed seventy two (72) hours. All costs pertaining to the removal of said sign shall be borne by the property owner and/or persons or company responsible for product or service that is advertised by the sign. The Town is authorized to effect the collection of such costs.

(e) Removal of Sign on Public Property. Any sign posted upon public property may be removed by the Town without prior notice. In that event, the sign must be retained by the Town for a period of thirty (30) calendar days prior to destruction, to allow the owner to claim such sign if desired. Failure of the Town to remove said signs shall not constitute approval of the illegal placement of any such signs, nor waive the right to later remove the sign. Any costs associated with the removal of such signs shall be paid by the person responsible for such posting. The Town is authorized to effect the collection of such costs.

(f) Removal of Abandoned Sign. Each sign, which is non-maintained, abandoned, or identified as a discontinued use shall be removed within forty five (45) calendar days after a written notice or posting on such sign, a notice of non-maintenance, abandonment or discontinuance as described in this chapter. All costs of such removal shall be paid by the owner of such sign

(g) Right to Appeal. Any person who has been ordered to alter or remove any sign or has had a sign removed by the Town or any person whose application for a sign permit has been denied, may appeal to the Board of Adjustment by serving written notice to the Director with ten (10) days of the order or denial, except in the case of a removal on the grounds of safety, the filing of such appeal shall stay the removal of such sign pending the outcome of the appeal to the Board of Adjustment.

(4) Penalties. It shall be unlawful for any person to violate any of the provisions of this ordinance. Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating or causing the violation of the provisions of this chapter shall be guilty of a Class "C" Misdemeanor, and upon conviction thereof may be punished by a fine or imprisonment in the County Jail. Each and every day a violation occurs shall constitute a separate offense.

Section 6: Nonconforming Signs.

(1) Definition. Any advertising structure or sign which was lawfully erected and maintained prior to this ordinance or any amendments hereto, or if it fails to conform to all applicable regulations and restrictions of this ordinance.

(2) Previous Illegally Placed Signs. Previous illegal signs shall not be grandfathered in under this chapter.

(3) Regulation, Containment, and Elimination. In order to minimize confusion and unfair competitive disadvantage to those businesses that are required to satisfy the current Sign Ordinance Standards, the Town intends to apply firm regulation of existing nonconforming signs with a view to their eventual elimination. This goal shall be achieved by strictly construing limits on change, expansion, alteration, abandonment and restoration. Excluding normal maintenance and repair, a nonconforming sign shall not be moved, altered (including face changes) or enlarged unless it is brought into complete compliance with this chapter. The following alterations are exempt from this provision:

(a) Face changes in nonconforming multi-tenant signs, to reflect a change of tenants only; and

(b) Copy changes in nonconforming permanent signs, which were originally approved by the Town with a changeable copy feature.

(4) Abandonment. Within forty-five (45) calendar days after vacation of existing business, any on-site nonconforming signs must be removed or brought into compliance by the property owner. If removal or compliance does not occur, the Town may, after giving notice to the owner, have the entire nonconforming sign (both face and structure) removed at the expense of the owner.

(5) Variances. Upon application by the sign owner or business, the Board of Adjustment may grant a variance, if appropriate. The variance may allow the retention, alteration, movement, or expansion of a nonconforming sign.

Section 7: Prohibited Sign Devices. The following signs and devices used to attract pedestrian or vehicular attention are prohibited in any zone in Hideout Town. Additionally, any sign not specifically allowed under this ordinance is prohibited.

- (1) Hot or cold air balloons or inflatables except those specifically allowed by this ordinance for temporary signs as part of a grand opening or special promotion.
- (2) Any sign that flashes, blinks, uses chaser lights, or moves in any way, animate or inanimate. Subtle lighting changes of low intensity are allowed if approved. (Commercial signs may be approved with time/temperature or electronic message center capability).
- (3) Statuary bearing the likeness or suggestion of any product or logo.
- (4) Projecting signs.
- (5) Roof signs or fence signs.
- (6) Wind signs.
- (7) Snipe signs.
- (8) Temporary signs except those allowed specifically by this ordinance.
- (9) Any truck, trailer or other vehicle conspicuously or regularly parked on or off-premise with an advertising message or logo displayed to attract attention to a business, product or promotion. The Director or his authorized representative may require the removal of same if in his opinion, such a vehicle is being utilized for advertising purposes.
- (10) Graffiti.
- (11) Spotlights directed into the night sky except as part of an approved promotional period for temporary signs.
- (12) Off-Premise signs except as specifically allowed herein.
- (13) Signs on public property, including, but not limited to public utility poles, public bridges, or within any public right of way unless specifically approved herein for a public purpose. However, nothing in this section shall apply to the installation of a plaque in a sidewalk commemorating an historical, cultural, or artistic event, location, or personality for which the Town has granted written permission. Nor shall this section apply to the painting of house numbers upon curbs.
- (14) "A"-frame or sandwich board signs.
- (15) Portable Signs.
- (16) Signage that is prohibited by subdivision/HOA covenants.

Section 8: Signs Allowed Without a Permit. The following signs are allowed in any zone indicated, on private property with the consent of the owner, without the requirement of a sign permit. If there is any deviation from the strict requirements of this section, the applicant must apply for a permit, and the Director will determine if a review by the Planning Commission is required.

- (1) Directional or Instructional Signs.** Signs which provide direction or instruction and are located entirely on-premise and which do not in any way advertise a business shall not exceed four (4) square feet in area or four (4) feet in height. These signs may identify restrooms, public telephones, walkways, or shall provide direction such as parking lot entrance and exit signs and those of a similar nature.
- (2) No Trespassing or No Dumping Signs.** No trespassing or no dumping signs may be posted not closer than three hundred (300) feet and each sign shall not exceed four (4) square feet. If more signs are requested, the Director or his authorized representative may allow more if he finds that more are required to prevent violation.
- (3) Plaques or Name Plates.** Plaques or Name Plates no more than two (2) square feet are allowed when fastened directly to the building.
- (4) Symbols or Insignia.** Religious symbols, commemorative plaques of recognized historical agencies; or identification emblems of religious orders or historical agencies, provided that no such sign shall

exceed eight (8) square feet in area; and provided further that all such signs be placed flat against the building.

(5) Institutional Signs. Churches, public schools, public utility companies, libraries, governmental buildings, parks, public golf courses, etc., are allowed one (1) monument sign not exceeding thirty two (32) square feet. If the institution has frontage on more than one (1) arterial street, then an additional sign of the same size is allowed.

(6) Flags. The flags, emblems or insignia of any nation, state, county or city, or Olympics organization, not exceeding twenty (20) square feet each, may be flown in tandem with each other.

(7) Public Necessity Signs. Installed by a unit of the government for control of traffic and other regulatory purposes.

(8) Holiday Decorations. Must be non-commercial in nature, clearly incidental and associated with any national, local or religious holiday, and contained entirely within the boundary of the private property on which they are erected. They must be placed to avoid confusion and traffic hazards, and removed within a reasonable period after the holiday is over.

(9) Temporary Holiday Signs. A business (in the Industrial or Commercial Zone only) may advertise a special service, product or sale on the premises of the business, during the following holiday periods without a permit:

(a) President's Day, (February 5 days);

(b) Easter, (March or April 5 days);

(c) Memorial Day, (May 5 days);

(d) July 4th, (July 5 days);

(e) July 24th, (July 5 days);

(f) Labor Day, (September 5 days);

(g) Halloween (October 5 days);

(h) Veterans Day, (November 5 days);

(i) Thanksgiving, (November 5 days);

(j) Hanukkah, Christmas & New Years, (beginning the day after Thanksgiving and ending January 2nd);
and

(k) One banner sign is allowed during those periods in addition to the normal signage, mounted on the building, and not exceeding fifteen (15) percent of the size of area of the side of the building.

(10) Changing Copy. The changing of the message on a permitted sign that has an approved marquee, reader board, electronic message or other replaceable copy area.

(11) Political or Campaign Signs. Candidates for public office or measures on election ballots as follows:

(a) May not be erected earlier than thirty (30) days prior to a primary election, and must be removed by the Monday following the general election. Candidates who lose in a primary election must remove their signs by the Monday following the primary election;

(b) Shall not exceed forty-eight (48) square feet in area and, if freestanding, shall not exceed eight (8) feet in height;

(c) May not be placed on roofs, fences, public property, in a public right-of-way, or in any manner which would impede traffic visibility or safety; and

(d) May not be placed closer than one hundred fifty (150) feet from any building where an official voting station is located.

(12) On-Premise Real Estate Signs. Individual properties (not developments), advertising the sale, rent or lease of property may be placed as follows:

(a) One (1) sign per street frontage up to one hundred (100) feet.

(b) Shall not exceed six (6) square feet and six (6) feet in height. Signs shall be constructed with a minimum 3.5"x3.5" wood post and borders. Borders and post shall be stained brown.

(c) On- or off-premise open house real estate signs not exceeding nine (9) square feet may be placed only on private property, with the permission of the property owner. They shall not be attached to trees, poles, in rights of ways or other public property, and shall be displayed only during those hours in which

the house is open for actual inspection. No open house may be exhibited between the hours of 7:00 p.m. and 7:00 a.m.

(13) On-Premise Home Occupation Signs. One (1) non-illuminated flat wall sign not over two (2) square feet in size which identifies the name of the business is allowed without a permit. No other forms of advertising are allowed for a home occupation.

(14) Garage Sale Signs. Must be placed on private property with the consent of the owner. May not exceed two (2) square feet in area, may not exceed two (2) signs total within the Town and may not be posted more than twenty-four (24) hours prior to nor twelve (12) hours after the time of the sale. The sale may not last longer than eight (8) hours.

Section 9: Signs Requiring a Permit. Any sign not specifically allowed in Section 8 above, shall comply with the adopted building code.

(1) Purpose-Streetscape. The streetscape is the combination of vehicles, buildings, signs, landscaping, roads, utility poles, etc. that dominate the view of the driver or pedestrian. The streetscape tells residents and visitors how the Town as a whole feels about the environment, safety, aesthetics, and its sense of order, among other things. A useful, attractive, and safe streetscape is one that necessarily regulates the size, location and design of signs. Because a proliferation of poorly designed, oversized and inappropriately located signs can be detrimental to the achievement of effective, safe and attractive streetscapes, it is important that the permanent signs in these areas receive approval (permits) from the Town.

Commercial and industrial uses are generally more intensive than those found in residential zones. Since these uses are designed, by size, location and style to attract attention and provide services to the public, they generally need signage to achieve that end. Business signs of any kind in residential neighborhoods can diminish the quality of life for which those zones were specifically created. However, there may be some residential uses that merit a sign, though much smaller and more subdued than in commercial or industrial zones.

Therefore, it is the intent and purpose of this section to outline regulations and design standards for signs in both commercial/industrial and residential areas that will allow the business to identify itself while allowing Hideout Town to create and maintain safe and aesthetically pleasing streetscapes regardless of zone.

(2) Sign Theme Required. All multi-tenant centers/buildings must submit a proposal for all on-premise signs to the Planning Commission for design and placement approval. When the premises of the multi-tenant parcel is five (5) acres or more, and has frontage of two hundred (200) feet or more, sign approvals may vary from the regulations set forth herein. In that event such signs shall be considered as a conditional use, providing there is a finding that the proposed sign exceptions are not in conflict with the purpose and intent of this ordinance; and are in architectural harmony with uses adjacent to the development; and with the understanding that the existing signage may be required to be altered or removed.

(3) On-Premise Freestanding Signs. Parcels less than ten (10) acres shall not be allowed any freestanding signs except as described in (2) above for multi-tenant centers. No freestanding signs are permitted on parcels less than five (5) acres. All freestanding signs must have pole covers approved by the Director.

(4) Ten (10) acres or more. The Director may approve one freestanding sign per street frontage. No freestanding sign shall be allowed for any planned center or parcel that has less than two hundred (200) feet of street frontage. Sign height shall be determined by using the formula of a base height of six (6) feet for the first tenant, and for each additional tenant in a multi-tenant center, an additional two (2) feet in height may be added, to a maximum height of twenty (20) feet.

(5) Distance from Corner. Signs must be at least one hundred (100) feet from any corner, unless monument (minimum sixty [60]feet from corner unless special traffic safety study).

(6) Sign Area. Sign Area shall be determined using the graph attached entitled "Sign Area".

(7) Changeable Copy. Reader boards, changeable copy areas and electronic message centers are allowed, but discouraged. No such device shall exceed fifty (50) percent of the total sign copy area of the sign.

(8) Monument Signs. The following standards shall apply:

(a) Sign Area. Sign Area shall be determined using the (graph attached, entitled "Sign Area") formula for determining the exact allowable sign area which is thirty two (32) square feet + (plus) one (1) square foot per one (1) lineal foot of street frontage over fifty (50) feet, to a maximum size of eighty (80) square feet;

(b) Minimum Street Frontage. Monument signs are allowed for any size parcel provided that the parcel has at least fifty (50) feet of street frontage;

(c) Two Street Frontages. Single tenant parcels with two (2) street frontages are allowed a sign on each street provided they are separated by at least one hundred (100) feet measured diagonally across the property from center to center of both signs. It is also required that both signs be of the same size;

(d) Visibility Triangle. No signs shall be located within a sixty (60) feet triangular area of each street corner (the area described on the attached "Visibility Triangle" chart), without a review by a traffic engineer appointed by the Town to review the issue to determine the safety of the placement of such sign. The applicant will be required to pay all costs of the hiring of the traffic engineer;

(e) Monument Signs for Planned Commercial Centers.

(i) Monument Signs shall have a logo/identification theme as part of the sign.

(ii) Planned commercial centers with two (2) or more street frontages are allowed one (1) sign on each street frontage. The signs must be separated by at least one hundred (100) feet measured diagonally across the property from the center of each sign.

(iii) The area of the sign is determined by using the "Sign Area" chart considering the length of the frontage along which the sign is to be placed, including the frontage of any freestanding buildings included within the planned commercial center.

(iv) In the case of the development of a planned commercial center on multiple parcels of property having common frontages, regardless of the number of separately owned parcels or buildings of separate occupancy within the planned commercial center, the frontage shall be considered to be the composite of the entire commonly-used parcels or buildings and not the frontage of each individual business or occupancy. The over-all frontage shall be used to calculate allowable Sign Area for the center identification sign.

(v) Notwithstanding the center identification sign, a freestanding building within an approved planned commercial center may request a monument sign for the individual business provided the lot is contiguous to a major arterial street and has at least one hundred (100) feet of street frontage. Such sign may be approved by the Director upon a determination that the sign is not in conflict with the intent and purpose of this ordinance.

(vi) Freestanding buildings with two (2) street frontages are allowed one monument sign on each frontage provided such sign shall be placed no closer than one hundred (100) feet as measured diagonally across the property from center of sign to center of sign. Additionally the sign may not be placed closer than one hundred (100) feet from any other sign located on the same side of the street.

(vii) Pedestal Required. Monument signs must have at least a one (1) foot pedestal, and the illuminated cabinet may not exceed five (5) feet in height, for a total of six (6) feet in height. The height to the top of the sign measured from the street curb may vary depending upon landscaping and berming, but the combined height of the sign and berming/landscaping may not exceed nine (9) feet. If berming is used to raise the height of the sign above six (6) feet, the entire frontage of the property must be randomly bermed. The sign base shall be landscaped.

(9) Wall Signs. Wall signs should be the primary form of identification for business uses in the Town. Each business is entitled to one (1) wall sign if the following criteria are met:

(a) Area. The sign may not occupy more than, whichever is less, of the flat wall area. If a sloping façade or roof exists, the sign may not exceed fifteen (15) percent or one hundred (100) square feet, whichever is less, of that area. A wall sign may not use a combination of both flat and sloping areas in

calculating the fifteen (15) percent. On a sloping roof the vertical projection is used to calculate area, not actual length of the slope.

(b) Multiple Sign Area. The fifteen (15) percent area of the primary wall and five (5) percent of all secondary walls may be divided into more than one (1) sign with the approval of the Planning Commission under the following guidelines and restrictions:

(i) The signs blend with the aesthetics of the building and surrounding natural and manmade environment;

(ii) The color, style, size, scale and proportion enhances the exterior of the building and does not place too much bulk and external distraction on the exterior of the building;

(iii) The number of signs are appropriate to the scale of the building;

(iv) The maximum wall signs on any given wall, including multi-tenant buildings, shall be seven (7), unless the Planning Commission finds that an additional sign is consistent with the criteria contained in subsections (i) through (iii) above; and

(v) Multiple walls signs shall utilize individual lettering and logos only. No multiple cabinet signs or combination of cabinet and individual lettering signs shall be approved.

(c) Painted signs applied directly to any building face must have specific approval of the Director.

(d) Walls signs with changeable copy, reader board or electronic message capability are not allowed.

(e) Businesses with exposure on two (2) sides may be allowed fifteen (15) percent on one (1) side and five (5) percent maximum on the second side. No more than two (2) sides of the building may contain signs.

(f) Office buildings with small offices inside must have a tenant identification center sign, rather than individual signs for each tenant.

(g) Signs shall be attached so that on all sides the appearance is such that they appear to be part of the building itself, with no visible support structures such as guy wires or braces.

(h) No part of the sign structure shall project above the highest part of the wall upon which the sign is mounted. Nor shall any part of the sign project more than eighteen (18) inches from the face of the building to which it is attached.

(10) Suspended Signs. Permitted in place of wall signs are allowed if the architecture of the building or planned center lends itself to that design and a sign theme is submitted and approved by the Planning Commission. The following shall apply:

(a) May not exceed ten (10) percent of flat wall of the tenant space;

(b) May not project beyond the canopy or facade to which it is attached;

(c) Must have at least twenty-four (24) inch clearance above the sidewalk or landscaped area over which it hangs; and

(d) There must be at least five (5) feet horizontal distance on both sides between suspended signs.

(11) Awning Signs. Only allowed under the following circumstances:

(a) Must fully comply with the sign standards;

(b) If in a planned center or multi-tenant center, must conform to an approved sign theme;

(c) Limited to the first story only;

(d) Must function as awnings over a doorway, walkway, window, etc.

(e) No above sloping or mansard roofs;

(f) Area of sign limited to ten (10) percent of wall area on primary wall and five (5) percent if a secondary wall is also used;

(g) Copy on the awning limited to forty (40) percent of awning;

(h) Illuminated, translucent vinyl awnings are not permitted. Translucent accents sewn into opaque canvas or acrylic awnings are permitted;

(i) Shall not project out from the wall more than eight (8) feet nor less than two (2) feet, except for awnings over an entrance walkway which leads to the main entrance, if compatible with the architecture of the building;

(j) Shall not project above the highest part of the vertical wall on the first floor;

(k) There shall be a minimum clearance of seven (7) feet to the bottom of the valance and eight (8) feet to the frame above the sidewalk; and

(l) Must be maintained in a clean, safe and attractive condition; failure to do so will result in revocation of the Sign Permit.

(12) Gas Station Canopies. Signs for canopies over gas islands are regulated as follows:

(a) Maximum Sign Area. Sign copy, corporate logos, etc., may be a maximum of fifteen (15) percent of one face of the canopy;

(b) No More than Three Sides. Up to three (3) sides of the canopy may be used for signs;

(c) Maximum Height. The height to the top of the canopy may not exceed twenty (20) feet from grade and no canopy fascia may exceed four (4) feet in height;

(d) Maximum Font Size. Individual letters, logos or symbols may not exceed four (4) feet in height and may not project out from the surface of the canopy more than eighteen (18) inches, or project above or below the canopy; and

(e) Gas Prices. Gas prices are allowed on the monument sign or below the canopy over the pumps.

They are not allowed on the canopy itself. One (1) double faced sign not over four (4) square feet for each type of fuel sold is allowed per gas island up to a maximum of four (4) sets.

(13) Temporary On-Premise Signs (located on a single lot during a building phase). Individual lots may have one (1) sign, not exceeding sixteen (16) square feet nor six (6) feet in height, announcing the name of the construction company, lender, landscaper company, architect, etc. that is contributing to the building effort for that lot. The sign may not be placed more than five (5) days prior to beginning construction for which a valid building permit has been issued. The sign must be removed prior to occupancy of any portion of the building.

(14) On-Premise Real Estate Signs. Individual properties (not developments), advertising the sale, rent or lease of property may be placed as follows:

(a) For frontages exceeding one hundred (100) feet but less than three hundred (300) feet, one (1) sign of up to twelve (12) square feet and no more than six (6) feet tall may be placed.

(b) For frontages exceeding three hundred (300) feet one (1) sign up to sixteen (16) square feet and no taller than six (6) square feet may be placed.

(c) Signs must have multi-colored backgrounds that are in harmony with the natural/native surroundings, use black letter, 4"x4" minimum perimeter trim. Trim and post shall be stained using brown-toned stains.

(d) Signs must comply with approved CC&R's and HOA requirements.

(15) Development Promotional Signs. May be placed on the premises of each development or approved unit sites in any residential or mixed-use zone. The total size allowed for the signs depends upon the acreage contained in the development, or the phase of the development, as described below:

(a) One to ten (1-10) acres of land in the phase being advertised, may have one (1) sign not over thirty-two (32) square feet or two (2) signs of not over sixteen (16) square feet, and not higher than seven (7) feet tall;

(b) Eleven to forty (11-40) acres of land in the phase being advertised may have one sign not over sixty four (64) square feet or two (2) signs not over thirty two (32) square feet and not higher than seven (7) feet tall;

(c) Forty-one to sixty (41-60) acres of land in the phase being advertised may have one (1) sign not over ninety-six (96) square feet or two (2) signs not over forty-eight (48) square feet and not higher than eleven (11) feet tall;

(d) Sixty-one (61) and over acres of land in the phase being advertised may have one (1) sign not over one hundred twenty- eight (128) square feet or two (2) signs of not over sixty- four (64) square feet, and not higher than fifteen (15) feet tall;

(e) No such signs may be placed until such time as the Town has granted Preliminary Approval for the phase to be advertised, and such signs must be removed upon the sale of the last unit in the phase being advertised or two (2) years, whichever is shorter. Two (2) additional two (2) year extensions may be granted by the Director after reviewing the appearance of the sign as to maintenance and the conformance

with the ordinance.

(f) Must comply with any requirements of the building code adopted by Hideout Town.

(g) Signs must have multi-colored backgrounds that are in harmony with the natural/native surroundings, use black letter, 4"x4" minimum perimeter trim. Trim and post shall be stained using brown-toned stains.

(h) Signs must comply with approved CC&R's and HOA requirements.

(16) Window Signs. Signs which are painted on or temporarily affixed to a window surface and cover no more than twenty (20) percent of the total window area on the face of the building unit to which the sign is affixed. Window signs may only be used on one (1) side of the unit. These signs are allowed only in a Commercial, Industrial, or Mixed Use Zone.

(17) Off-Premise Directional Signs. No off-premise signs are permitted except for sign ladders (example shown on graphic attached entitled "Sign Ladders"), which have been created by the Town and placed on strategic corners on public property, to point the way to businesses that are not located on the premises of the sign. These signs can be placed in any zone upon approval of the Planning Commission:

(a) Number of Sign Ladders. The Town shall place no more sign ladders than deemed appropriate by the Planning Commission at the intersection of arterial and major collector roads, and no more than one (1) sign ladder shall be placed on any corner at any intersection;

(b) Pole Height and Attachments. The height of the base pole for each sign shall not exceed twelve (12) feet and may not contain more than eight (8) attachment signs, which shall be uniform in size measuring no more than twelve (12) inches by thirty (30) inches.

(c) Priority for Placement. The attachment signs shall be placed on the basis of first application has first priority for a choice of placement in one location. If there are insufficient spaces available at any location, the later applicants will be offered placement in other locations before any business is permitted a second location, provided however if an application is accepted after placements have been awarded for that cycle, the late application will either be offered a site that has not been reserved and is still available, or must wait until the next cycle.

(d) Review of Placement. The signs will be reviewed for placement of attachment signs once every six (6) months, in March and September of each year. Applications must be submitted before March 1st and September 1st of each year to ensure consideration for placement during that cycle. Applications will be date and time stamped to establish priority, and may be filed at any time during the year. Once placement has been obtained the applicant may retain placement until the placement is again reviewed, regardless of new applicants who apply after the site has been awarded to an applicant. If any business advertised on such attachment sign closes business, the attachment sign will be removed and will not be replaced by another sign until the next review cycle.

(e) Payment of Fees. The applicant must pay the appropriate sign fee adopted by the Town Legislative Body at the time of submission of the application. This fee will include a fee for the creation of the sign extension or the replacement of faded or damaged sign extensions previously used. The determination of whether a new extension sign is needed or not will be at the sole discretion of the Director. In addition to any fee that might be necessary for the creation of a sign extension, there shall be charged a fee, as established by the Town Legislative Body, for the administration of the sign program.

(f) Drawings Required. The applicant will be required to provide a drawing of the requested attachment sign. The size, color and type of style will be considered by the Director while considering a uniform, attractive, readable sign theme that will not create a traffic hazard or any greater advertising advantage for one (1) sign than the other. Any business wishing to include a logo on their sign shall submit a drawing of the desired logo and its proposed location on the sign attachment, along with their application. All colors and type sizes of letters will be uniform. Type styles may vary to allow for recognition of typestyles normally used for that particular business. Logos may be colored in a color consistent with the normal color of the logo. Other than the logo and/or the name of the business and a directional arrow, there shall be no other advertising copy allowed on the sign.

(g) Effect of Existing Illegal Signs. No applicant will be considered for placement on a sign ladder if they are exhibiting illegal signs under this chapter.

(18) Temporary Signs Requiring a Permit.

(a) Type and Placement. Shall not be placed in, on or over a public right-of way, may not contain any blinking or flashing or moving parts, may not block visibility or create a safety hazard or nuisance of any kind. They may not be attached to telephone poles, fences or trees, but may be firmly secured to the building, an existing sign or the ground. No off-premise temporary signs are allowed except those specifically noted and regulated for real estate purposes for a single lot or during the hours of an open house.

(i) Grand Opening Signs. May not continue more than sixty (60) days during the first year of operation of the business. A combination banner and portable sign may be approved. The size and location must comply with permanent signage requirements for that zone.

(ii) Special Promotion Periods. A business may apply for three (3) special promotion periods during the calendar year, not to exceed seven (7) days each, unless periods are combined to run consecutively.

(iii) Going Out of Business. For a period not to exceed ninety (90) days, only once for any business license.

(iv) Inflatables. Hot or cold advertising air balloons or inflatables.

Section 10: Permit Process.

(1) Sign Permit Required. No person shall erect, install, or paint any sign, or change the face of any sign whether it be temporary or permanent in nature, without obtaining a sign permit from the Planning Department, except as outlined in this ordinance. This includes new signs, signs to be added to existing buildings or uses, and existing signs that are to be enlarged, changed or modified.

(2) Permit Issuance Before Sign Placement. Any new or existing signs installed or maintained without a permit except as allowed under this ordinance, will be required to be removed or will be charged a penalty fee of one hundred dollars (\$100.00) or double the applicable sign permit fee, whichever is greater, at the time the owner/operator of the sign makes application for a sign permit with the Planning Department. This paragraph does not limit the ability of the Town to require the signs to be removed or to prosecute any criminal penalties for placement of the illegal sign.

(3) Permits For Prior Non-Conforming Signs. All existing signs that do not conform to this ordinance, but are allowed as prior non-conforming signs, must obtain a sign sticker from the Planning Department prior to September 1, 2011. The obtaining of this sticker will create a record of eligible non-conforming signs and confirm the non-conforming use until such time as the sign must be updated under this ordinance. Any non-conforming sign that does not display a sticker confirming the non-conforming eligibility prior to September 1, 2011 shall lose its eligibility as a non-conforming sign and will be required to be updated to conform with this ordinance. There will be no application fee required to obtain a non-conforming eligibility sticker except for the actual cost of the manufacturing of the sticker itself. Such stickers must be displayed in the lower left-hand corner of each sign.

Section 11: Site Plan Design and Review.

(1) Signs to be reviewed as Part of Development Review Process. When new buildings or developments are presented for Site Plan Review, signs proposed for the development shall be reviewed concurrently by Staff. All planned centers and multi-tenant buildings must submit a sign theme for approval by the Planning Commission. The center must have an approved sign theme before any sign permits will be issued. If a plan for a sign package is not submitted at site plan review, which is encouraged, the developer will be notified of sign ordinance standards and expected to submit plans that will adhere to the code.

(2) Sign Design. Applicants for sign permits should give serious consideration to the following elements when submitting plans for signs:

- (a) Architectural compatibility;
- (b) Color and style;
- (c) Size, scale, proportion and balance;
- (d) Location;

- (e) Landscaping; and
- (f) If the Planning Staff believes that the application for a sign permit has not considered the above listed criteria and shown such consideration in the submitted plans, the application may be submitted to the Planning Commission for further approval/denial.

Section 12: Required Information.

(1) Monument and Freestanding Signs.

- (a) Plot plan showing the relationship of the sign to buildings, property lines, existing signs, setback from public rights-of-way, intersections, easements and driveways;
- (b) Two (2) accurately dimensioned, scaled drawings showing height, color, square foot dimensions, landscaping, sign composition, type of illumination, and how the sign will appear from the street;
- (c) Details of sign construction including electrical plan, foundation scheme, and value of the sign; and
- (d) Number of acres and length of lineal frontage of the property.

(2) Wall Signs.

- (a) Two (2) scaled drawings showing square foot dimensions of the building and the sign, sign composition, and type of illumination;
- (b) A profile drawing of how the sign will appear from the street/parking area and on the building; and
- (c) Details of sign construction and attachment including electrical plan.

(3) Temporary Signs.

- (a) Plot plan showing the relationship of the sign(s) to buildings, property lines, setbacks from public rights-of-way, intersections, easements and driveways; and
- (b) Length of period for display, type of request.

(4) Additional Information Required.

- (a) Proof of current Town Business License;
- (b) Business address and phone number;
- (c) Address of property owner and phone number;
- (d) General or electrical contractor name, address, phone and license number;
- (e) Value of sign;
- (f) A statement by building department indicating whether a building permit is required for the erection of the proposed sign; and
- (g) Any other information which is requested in the approved application form.

Section 13: Permit Tag

(1) Sign Permit Required. No person shall erect, install, or paint any sign, or change the face of any sign whether it be temporary or permanent in nature, without obtaining a sign permit from the Planning Department, except as outlined in this ordinance. This includes new signs, signs to be added to existing buildings or uses, and existing signs that are to be enlarged, changed or modified. Failure to comply renders each such sign illegal and subject to criminal penalties.

(2) Erection of Sign Without a Permit. Any new or existing signs installed or maintained without a permit except as allowed under this ordinance, will be required to be removed or if allowed to remain and obtain a permit, will be charged a penalty fee of one hundred dollars (\$100.00) or double the applicable sign permit fee, whichever is greater, at the time the owner/operator of the sign makes application for a sign permit with the Planning Department.

(3) Permit Required for Prior Non-Conforming Signs. All existing signs, which do not conform to this ordinance, but are allowed as prior non-conforming signs, must obtain a sign sticker from the Planning Department prior to September 1, 2011. The obtaining of this sticker will create a record of eligible non-conforming signs and confirm the non-conforming use until such time as the sign must be updated under this ordinance. Any non-conforming sign that does not display a sticker confirming the non-conforming eligibility prior to September 1, 2011 shall lose its eligibility as a non-conforming sign and will be required to be updated to conform to this ordinance. There will be no application fee required to obtain a

non-conforming eligibility sticker except for the actual cost of the manufacturing of the sticker itself. Such stickers must be displayed in the lower left-hand corner of each sign.

Section 14: Safety and Location Standards.

(1) Standards of Construction.

(a) Must Comply with Codes. All signs erected in Hideout Town shall comply with the Building Code adopted by Hideout Town and the Hideout Town Sign Standard effective at the time the permit is issued;

(b) Licensed Contractor for Electrical. No sign, fixture or device involving electrical wiring or connections shall be erected or installed in Hideout Town except by a licensed and bonded contractor;

(c) Engineering. All signs shall be engineered to demonstrate conformance with the applicable provisions of the Building Code adopted by Hideout Town;

(d) Materials. All signs must be built of durable and permanent materials; and

(e) Underground Power. Permanent power sources for signs must be concealed underground away from public view.

(2) Traffic Safety. No sign or other advertising structure shall be erected which in any manner may be confused with an official traffic sign or signal, or which bears words normally used in such signs, (i.e., stop, go, slow, caution, danger, warning, etc). No sign or any advertising structure shall be erected when by reason of its size, location, shape, content, coloring, or manner of illumination might be confused as a traffic control device. No sign shall have lighting, which impairs the vision of anyone traveling upon a public street or distracts any driver so as to create a public nuisance or safety hazard. Specifically, no sign or group of signs may exceed one (1) foot candle in brightness as measured at the property line.

(3) Clear View of Intersecting Streets. No sign more than three (3) feet in height above the top of the curb (or the centerline of the street if there is no curb) shall be erected at any intersection for vehicular traffic within a triangular area formed by the intersection of straight lines extended from the back of the curb (or future curb) and a line connecting them at points sixty (60) feet from the intersection of the lines. Monument signs may be erected in the above-mentioned area if they are less than three (3) feet above the curb grade to the top of the sign. The Planning Commission must approve any removal of landscaping in order to accomplish that objective. See attached "Visibility Triangle" exhibit. Any deviations from these requirements must be reviewed and approved by the Planning Department after conferring with other departments of the Town. Decisions of the Planning Department may be appealed to the Board of Adjustment.

(4) Specific Clearance and Location Requirements. The following rules apply for all signs:

(a) Freestanding signs shall not extend over any pedestrian or vehicular access area unless specifically approved by the Planning Department;

(b) No part of any sign shall interfere with the use of any fire escape, exit, required stairway, door ventilator, or window;

(c) No sign shall be erected or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the State of Utah or its agencies;

(d) No sign shall be located on publicly owned land or inside street rights-of-way, except signs owned and erected by permission of an authorized public agency or specifically authorized herein;

(e) High profile (freestanding) and low profile signs shall be located at least their height in distance from side property lines in order to prevent damage to adjacent land in case a sign is toppled by accident or an act of God; and

(f) Low profile (monument) signs shall be set back at least three (3) feet from the front sidewalk or right-of-way reserved for any future sidewalk, and from all driveways.

(5) Maintenance. Every sign shall be kept in complete operating condition. The landscaped area in which any sign is placed shall be kept free from weeds, garbage and debris. Landscaping shall also be maintained. "Maintenance" includes the repair of facades where signs have been removed, the painting, cleaning, repairing of the sign. "Maintenance" does not include structural alterations, cosmetic or style changes or enlargements of face changes.

(6) Landscaping. All freestanding or monument detached signs installed in Hideout Town must be incorporated into a landscape design or planter box. Exceptions to this rule must be approved by the Planning Commission. The Planning Commission must also approve any permanent removal of landscaping for the purpose of situating a sign.

(7) Pole Covers. All on-premise freestanding signs must have the structural supports covered or concealed with pole covers (pylon covers) at least twenty four (24) inches wide. The actual structural supports shall not be exposed, and the covers must be architecturally and aesthetically designed to match the building.

(8) Foundations. All signs must be permanently mounted on foundations and footings that conform to the building code adopted by Hideout Town.

(9) Pedestal Required. All monument signs must have at least a one (1) foot opaque pedestal designed as part of the foundation, which conceals any pole support. The pedestal should run at least fifty (50) percent of the horizontal length of the sign, and there may not be any exposed space between the pedestal and the ground or landscaped area. The Planning Director may review and approve/deny any variation to the pedestal base requirement.

(10) Lighting. The light from the illumination of signs shall be carefully directed so that the light is not obtrusive or a nuisance to adjacent properties particularly residential areas.

(11) Building Identification. All buildings shall be identified with a numbered or lettered street address in addition to optional business identification. The letters or numbers shall be at least four (4) inches in height and shall be placed in a location where they are readily located and readable from the street.

Section 15: Measurement of Regulated Sign Area.

(1) Wall Signs. Sign copy mounted or painted on a background panel or area painted, textured or constructed as a background for the sign copy shall be measured as that area contained within the outside dimensions of the background panel or surface which contains sign copy, logos, etc. They are by definition wall signs in their entirety and as such may not exceed ten (10) percent of the wall area. For sign copy mounted as individual letters and/or graphics against a wall or fascia of a building or other structure that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy the area shall be defined as the area included within the smallest six (6) sided polygon that will enclose all Sign Area. For Sign Area on an illuminated sign or illuminated architectural element of a building, the entire illuminated surface or illuminated architectural element that contains sign copy shall be counted as Sign Area.

(2) Monument Signs. The regulated area of a monument sign shall include all parts of the sign or structure that contains identification and information, or if illuminated, the entire illuminated area.

(3) Multiple Face Signs.

(a) Single Panel. Measure the area of the single face only.

(b) Double Panel. If the interior angle between the two (2) faces is forty five (45) degrees or less, the area to be measured will be the area of one (1) face only (the largest). If the angle between the two (2) sign faces is greater than forty five (45) degrees, the Sign Area to be measured will be the sum of the area of the two (2) faces.

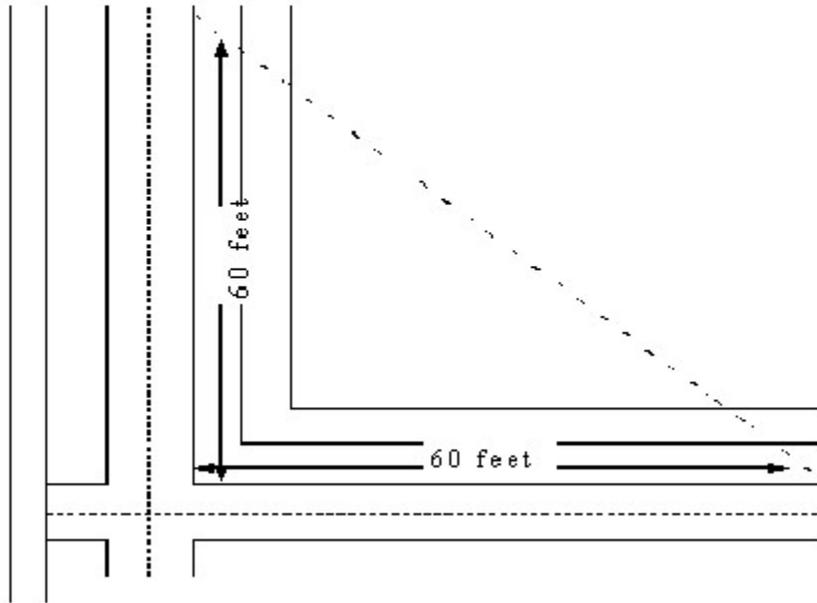
(c) Three or More. The Sign Area shall be the sum of the areas of the three (3) or more faces.

(4) Freestanding Signs. The regulated area of a freestanding sign shall include all parts of the sign or structure that contains words or symbols and information. The height of a freestanding sign shall be the distance from the highest point of the sign to the top of the curb or sidewalk or crown of the street when there is no curb or sidewalk.

(5) Other Sign Shapes. Allowed but not encouraged. For spherical, free-form, sculptural or other non-planer signs, special approval must be granted by the Planning Commission and the area shall be the sum of the areas of the four (4) vertical sides of the smallest polyhedron that will encompass the sign structure.

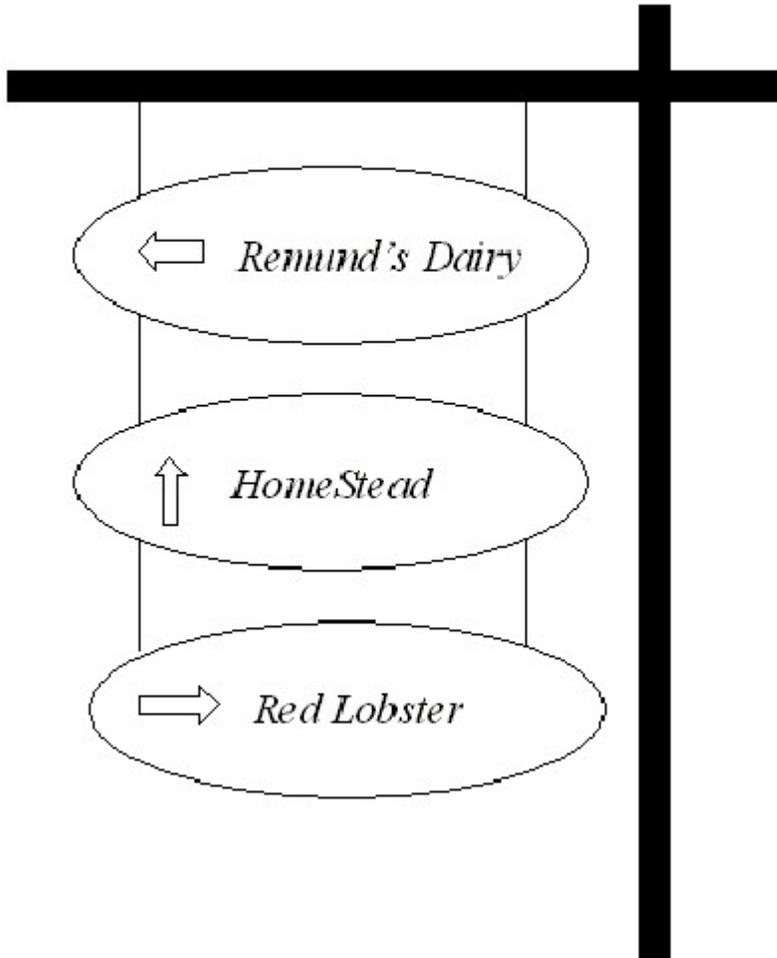
Section 16: Exhibit #1 "Visibility Triangle Chart."

Sign Visibility Triangle
Sixty (60) feet from edge of right-of-way



Section 18: Exhibit #2 "Sign Ladder" Chart.

"Sign Ladder"



TOWN OF HIDEOUT

Bob Martino, Mayor

ATTEST:

Lynette Hallam, Town Clerk

ORDINANCE #14-01

AN ORDINANCE OUTLINING PERMITTING RULES AND REGULATIONS FOR THE TOWN OF HIDEOUT, UTAH; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, it is the desire of the Town Council of the Town of Hideout to apply uniform rules and regulations to all building activities within the Town; and

WHEREAS, the Town Council desires to maintain orderly, tidy and structured atmosphere within the Town;

NOW, THEREFORE, BE IT ORDAINED 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. That the Town Council of Hideout, Wasatch County, State of Utah, does hereby adopt the following ordinance:

The following worksite regulations apply to each work site with a valid building permit: (Where Subdivisions are also controlled by Home Owner Associations [HOA] and to the extent that the HOA has more restrictive standards, the HOA’s standards shall govern.)

A. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED

(1) All construction sites shall be required to obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. It shall be unlawful to permit accumulated debris, litter or trash on a construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing. There are no landfills or dumping areas within the Town of Hideout, and it shall be unlawful to dump trash or construction debris within the Town limits.

(2) All construction sites shall have a portable toilet placed on the site prior to the start of work on the site.

(3) The dumpster and the portable toilet shall not be placed in any right of way on the work site.

(4) There shall be no dumping of material or stockpiling of soil on any platted lot without a Building Permit.

B. LIMITS OF DISTURBANCE

(1) It is the policy of the Town of Hideout to require construction activity on buildings to occur entirely within the Limits of Disturbance (LOD), including the storage of materials, equipment, supplies, temporary offices, tools and also accumulation and disposition of construction related refuse. The right of way of the lot is to be kept clear from any type of obstruction.

(2) The purpose of the Limits of Disturbance regulations is to preserve existing vegetation on building sites thereby minimizing the water demands of new landscaping while reducing the visual and ecological impact of development.

(3) Submitted plans for construction shall show where LOD fences will be installed and indicate the location of the right of way. The plans shall contain a Storm Management Plan which identifies drainage areas and planned Best Management Practices (BMPs) to control erosion and off-site migration of soils, such as silt fences, wattles, etc.

(4) Wattles, silt fences, etc. must be installed correctly in order to manage the drainage on the lot. Gutters shall have gravel bags (silt sacks, wattles) to protect storm drains and keep them clean. From October 31 to April 15, silt sacks shall be placed in storm drain boxes instead of the gutters to allow for snow plowing.

(5) Driveways shall be graveled to keep the mud on the lot instead of the street. It shall be the responsibility of the Contractor to clean any mud or dirt from the streets surrounding the work site daily.

(6) All new construction requires limits of disturbance boundaries to be established. However, the size, location and specific requirements regarding Limits of Disturbance can vary between subdivisions and should be carefully researched prior to submitting plans for review. The recorded subdivision plat and the applicable Home Owners Associates Guidelines (HOAG) shall govern the boundary of the LOD, except in those cases where disturbance beyond what is required for construction would be allowed, then the Town shall establish the LOD as the minimum that is required for construction and grading. Projects that have been approved through the Town's Planning Commission and Town Council shall be governed by those plans and any requirements that the approval was based on.

(7) Once the Limits of Disturbance are approved, it is the Contractors responsibility to Install the LOD boundary fencing. Standard plastic snow fencing with metal T post is generally acceptable. However, steel or other fencing may be required at the Town's discretion. Prior to

issuance of any building permits, the LOD fencing must be in place, inspected and approved by the Building Division.

C. PARKING

(1) Parking for contractors and subs shall be all on the same side of the street. No vehicles or work trailers, etc. shall be allowed on the street overnight. All debris and trash along parking areas shall be the responsibility of the Contractor. At the sole discretion of the Town during winter storms, street parking may be prohibited or parked vehicles may be required to move for snowplow activities.

(2) Cranes, concrete pumps and similar equipment and material deliveries that cannot be placed within the approved area because of space or access limitations on the site, shall not block traffic lanes on the streets without first having given the Town office forty-eight (48) hours written notice of intent to block the street and having received written permission to block the street from the Town office. The notice of intent shall indicate date and duration of the blockage, the location and a traffic control plan. The Contractor will have the responsibility of implementing and maintaining the traffic control plan. Lane closures under this section shall not be allowed during winter storms or for a duration longer than 10 hours or after dark. Any material that is stored on the road right of way is subject to this section and also for material that is left within the road right of way beyond ten (10) hours an excavation permit for an extended lane closure is required.

(3) It shall be the responsibility of the contractor to become familiar with the municipal code and ordinances concerning parking regulations.

(4) Track Hoes, skid steers, utility trailers, etc, shall be kept on the lot, not on the street. There is no parking on any other lot except the lot being built on.

D. HOURS OF OPERATION

(1) It shall be unlawful for any person to perform, or cause to be performed, any construction work on any work site between the hours of 9 p.m. and 7 a.m. the following day; or before 9 a.m. on Sundays. It shall also be unlawful to move construction equipment and/or construction trailers during those same hours.

(2) The Town office may authorize extended hours for construction operations or procedures which, by their nature, require continuous operations.

E. SIGNAGE

(1) Any signs erected on the lot shall be in accordance with Hideout Town Ordinance #11-02 outlining sign regulations.

(2) A permit board shall be erected on the lot upon which the building permit shall be posted. The permit shall include permit number, name of General Contractor with contact information and street address of property being built on. The Contractor shall keep the posted lot number sign in place until work is complete. The sign size shall be two feet by three feet (2'x3') and shall not exceed a letter type of four inches (4").

F. ROAD CUTS/EXTENDED DURATION LANE CLOSURE

(1) If a road cut, in a road that has been dedicated and accepted by the Town, is required the Contractor shall obtain a road cut permit from the Town.

(1) If an extended lane closure is required for reasons other than a road cut the Contractor shall follow the same procedures as required for a road cut permit except that the excavation bond shall not be required. The Town will consider requests for an extended lane closure on a case by case basis and reserves the right to deny any request that the Town deems to be not in the best interest of the Town.

SECTION III: Enforcement and Penalties. This ordinance will be enforced by the Town Council with the assistance of the Building Official and the Police Department. When probable cause exists to believe a violation has been committed, the Town may issue a stop work order on any construction project until the violation is eliminated or the court finds that no violation exists. Persons violating this ordinance individually or through their employees are guilty of a Class "B" misdemeanor. Penalties for non-compliance and late permit fees and penalties shall be assessed as outlined in Resolution #2013-01, Town of Hideout Fee & Rate Resolution.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION V: Effective Date. This ordinance, being necessary for the peace, health, safety and welfare of the Town shall become effective immediately upon posting.

PASSED AND ADOPTED by the Town Council of Hideout, Utah, this 13th day of March, 2014.

Bob Martino, Mayor

ATTEST:

Lynette Hallam, Town Clerk

4/11/2019

GENERAL FUND

Ace Signs	Building Permit Sign	\$ 384.00
Ally	Silverado payment	\$ 1,048.65
Alpine Business Products	Flash drive & markers	\$ 27.18
Brian Blazzard	Accounting	
Jamie Brooks	Transcription services	\$ 85.00
Kent Cuillard	Maintenance to 3/16	\$ 1,728.25
Kent Cuillard	Maintenance to 3/30	\$ 1,633.00
Dominion Energy	gas service	est. 154.37
Epic Engineering	engineering -all pass through	\$ 16,083.01
Erichsen Engineering	engineering -all pass through	\$ 1,991.25
T. Forbes Group	Transcription services	\$ 150.00
Fuelman	Fuel – streets & police vehicle	\$ 352.58
Lynette Hallam	to 3/16	\$ 686.84
Lynette Hallam	to 3/30	\$ 603.25
Honnen Equipment	snowblower repairs	\$ 2,118.03
Hope Depot	office supplies - cleaning and batteries	\$ 55.06
Integrated Planning & Design	research and analysis of trails and oen space	\$ 1,500.00
Carol Kusterle	to 3/16	\$ 712.14
Carol Kusterle	to 3/30	\$ 765.42
Bruce Lee	Snow plowing to 3/16	\$ 264.12
Bruce Lee	Snow plowing to 3/30	\$ 480.20
Jan McCosh	to 3/16	\$ 769.82
Jan McCosh	to 3/30	\$ 1,050.68
Pelorus Methods	Support Agreement	\$ 300.00
Professional Alarm, Inc.	alarm monitoring	\$ 80.00
Rocky Mountain Power	office & street lighting	\$ 149.97
Phil Rubin	Council reimbursements - February	\$ 450.00
Vytas Rupinkas	snow plowing to 2/16	\$ 217.40
Vytas Rupinkas	snow plowing to 3/2	\$ 461.10
John Severini	to 3/16	\$ 36.37
John Severini	to 3/30	\$ 58.18
Michelle Snarr	Transcription services	\$ 180.00
Tech Logic	I T services	\$ 605.00
ThyssenKrupp Elevator	maintenance contract	\$ 456.36
Town of Hideout Utilities	Water & Sewer	\$ 73.00
Uinta Auto Parts	misc for 1 ton truck	\$ 10.14
United States Treasury	Payroll taxes	\$ 4,238.73
Utah Broadband	Internet	\$ 89.95
Utah Department of Workforce	Unemployment taxes	\$ 31.33
Utah Local Govts Trust	Workers Comp Policy	\$ 1,402.34
Utah Machine Rentals	extension on SkidSteer	\$ 1,552.50
Utah State Tax Commission	State payroll Taxes	\$ 374.37
Verizon Wireless	Telephone	\$ 301.41

York Howell & Guymon	Legal representation	\$ 6,628.43
	TOTAL GENERAL FUND EXPENSES FOR APPROVAL	\$ 50,181.06

ENTERPRISE FUNDS

Dakody Gines	Sewer maintenance	\$ 925.00
Rick Gines	Water Maintenance	\$ 650.00
Jordanelle SSD	Water	\$ 9,375.00
Jordanelle SSD	Sewer	\$ 2,636.86
Pelorus Methoda	Support for software	\$ 300.00
Rocky Mountain Power	Sewer Lift Station	\$ 229.82
	TOTAL ENTERPRISE EXPENSES FOR APPROVAL	14,116.68

106.16

179.23

\$ 6828.3