



# HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING

October 08, 2020

## Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its regularly scheduled meeting electronically for the purposes and at the times as described below on Thursday, October 08, 2020.

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's September 24, 2020 determination letter (attached).

All public meetings are available via ZOOM conference call.

Interested parties may join by dialing in as follows:

**Meeting URL:** <https://zoom.us/j/4356594739> To join by telephone dial: US: +1 408 638 0986

**Meeting ID:** 435 659 4739

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Regular Meeting

6:00 PM

I. Call to Order and Reading of the No Anchor Site Determination Letter

1. No Anchor Site Determination Letter

II. Roll Call

III. Approval of Council Minutes

1. August 12, 2020 Town Council Minutes DRAFT

IV. Public Input - Floor open for any attendee to speak on items not listed on the agenda and not related to the annexation which will have a Public Hearing on Monday October 12, 2020. Written comment on the annexation is also welcome and can be emailed to [hideout@hideoututah.gov](mailto:hideout@hideoututah.gov).

V. Agenda Items

1. Discussion and Possible Action Regarding Filling the Council Vacancy
2. Discussion and possible consent of the Council to changes in leadership and appoint new members to the Planning Commission
3. Consideration and Possible Action to ratify authorization to Mayor to rescind the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement which was authorized by the Town Council on July 9, 2020
4. Discussion and Possible Approval of the Final Plat for the Lakeview Estates Subdivision
5. Approval to Engage JSSD for Sewer Cleaning in Hideout
6. Consideration of a Resolution for the Acquisition of Snow-Removal Equipment and Debt Allocation
7. Discussion Regarding the On-Street Parking Ordinance
8. Discussion Regarding Possible Adoption of an Ordinance Requiring the Use of Recycling Bins
9. Approval of Bills to be Paid.
10. Update Regarding Budget



11. Discussion Regarding Fire Concerns
  12. Update Regarding Noxious Weeds
  13. Update Regarding Todd Hollow Eviction Notices
- VI. Closed Executive Session - Discussion of pending or reasonably imminent litigation, personnel matters, and/or sale or acquisition of real property as needed
- VII. Meeting Adjournment
- 

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

**HIDEOUT TOWN COUNCIL**

10860 N. Hideout Trail  
Hideout, UT 84036  
Phone: 435-659-4739  
Posted 10/07/2020





September 24, 2020

DETERMINATION REGARDING CONDUCTING TOWN OF HIDEOUT PUBLIC MEETINGS  
WITHOUT AN ANCHOR LOCATION

The Mayor of the Town of Hideout hereby determines that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location pursuant to Utah Code section 52-4-207(4) and Hideout Town Ordinance 2020-03. The facts upon which this determination is based include: The percent and number of positive COVID-19 cases in Utah has been over 5% of those tested since May 27, 2020. The seven-day average of cases has been over 200 since May 27, 2020. COVID-19 patients in Utah hospitals has been significant during the same time period.

This meeting will not have a physical anchor location. All attendees will connect remotely. All public meetings are available via ZOOM conference call. Interested parties may join by dialing in as follows:

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

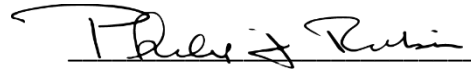
**To join by telephone dial:** US: +1 408-638-0986

**Meeting ID:** 4356594739

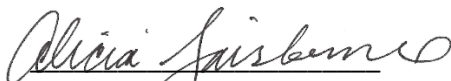
Additionally, comments may be emailed to the Town Clerk [afairbourne@hideoututah.gov](mailto:afairbourne@hideoututah.gov).

This determination will expire in 30 days on October 21, 2020.

BY:

  
Phil Rubin, Mayor

ATTEST:

  
Alicia Fairbourne, Town Clerk





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**Minutes  
Town of Hideout  
Notice of Proposed Annexation - Public Hearing  
August 12, 2020**

The Town Council of Hideout, Wasatch County, Utah met in Public Hearing on August 12, 2020 at 6:00 PM in the City Council Chambers located at 10860 N. Hideout Trail, Hideout, Utah. The majority of the participants attended virtually via Zoom meeting.

**Public Hearing**

Due to technical difficulties and the meeting being delayed by approximately 45 minutes, Town Attorney Dan Dansie stated the meeting should be cancelled. Council Member Jerry Dwinell asked if Council could allow the members of the public to speak. Mr. Dansie stated an informal meeting could proceed; however, it was at the Mayor's discretion. It was decided to postpone the meeting until a later date.

\_\_\_\_\_  
Alicia Fairbourne, Town Clerk



**Minutes  
Town of Hideout  
Town Council Regular Meeting  
August 13, 2020**

The Town Council of Hideout, Wasatch County, Utah met in Regular Meeting on August 13, 2020 at 6:00 PM.

**Regular Meeting**

**I. Call to Order**

Mayor Phil Rubin called the meeting to order at 6:16 pm.

**II. Roll Call**

**Present:** Mayor Philip Rubin  
Council Member Chris Baier  
Council Member Jerry Dwinell  
Council Member Carol Haselton  
Council Member Bob Nadelberg  
Council Member Kurt Shadle

**Staff Present:** Jan McCosh, Town Administrator  
Dan Dansie, Town Attorney  
Alicia Fairbourne, Town Clerk

**Others Present:** Aimee Armer, Thomas Eddington, Polly McLean, Elizabeth Hamilton and others who may not have signed in virtually using their proper name via Zoom meeting.

**1. Discussion and Approval of Bills to be Paid**

Mayor Rubin presented the bills to be paid. Council Member Jerry Dwinell stated he had not seen the materials to be voted on. Town Administrator Jan McCosh stated the majority of the bills were customary, however there was a large bill for Utah Local Governments Trust for the annual insurance renewal. She noted Bregan Enterprises was the corporate name former Town Clerk Allison Lutes had invoiced the Town for her services during the transition to the new Town Clerk. Town Attorney Dan Dansie had not invoiced the town for services rendered, nor had Ryan Taylor with T-O Engineers.

There was discussion regarding receiving the meeting materials. Council Member Shadle suggested a manual of responsibilities be created in order to ease the transition. Ms. McCosh had started some procedures with utility billing and was working on creating other procedures. Council Member Baier reiterated how important it was to receive the meeting materials prior to the meeting.

***Motion: Council Member Shadle moved to approve the bills to be paid. Council Member Haselton made the second. Voting yea: Council Members Baier, Haselton, Nadelberg, and Shadle. Abstained: Council Member Dwinell. Motion passed.***



### III. Approval of Council Minutes

1. June 11, 2020 Minutes
2. June 25, 2020 Minutes
3. July 09, 2020 Minutes

Council Member Baier stated the minutes were not received. Council agreed to continue the minutes until the next meeting when all could read them.

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

Mayor Rubin opened the floor for public input. He reminded all participants any comments regarding the annexation would be heard at a public hearing and not during this meeting.

Aimee Armer spoke stating she was running for Wasatch County Council At-Large Seat B. She would like to listen to issues the Town may have and would like to be an advocate for the Town. She stated her number one priority was smart growth. She provided information on her background in public service and non-profit management. She was involved with many different coalitions and boards in Wasatch County. She would like to apply her knowledge and experience to Hideout. Council Member Haselton provided her endorsement for Ms. Armer stating they have worked on the Leadership Park City program together and had a good relationship. Ms. Armer understood the Town was underserved. Discussion regarding how Ms. Armer would represent and serve the Town continued.

Council Member Baier stated a complaint about the pond was made. Mayor Rubin had addressed the issue with T-O Engineers, and was working on a solution. Council Member Shadle wanted to acknowledge the pond was a major issue with the Town, and Council was vigorously working on a solution. Council Member Dwinell wanted to publicly address the issue. Town Attorney Dan Dansie commented saying the Town was engaged in discussions with Mustang Development and would have something to report soon.

Council Member Dwinell voiced concern regarding how the dirt next to the KLAIM Development looked unsafe. Mayor Rubin stated T-O Engineers was aware of it and it was an approved use of the soil which was being widened for the residents to use as yard area. Council Member Dwinell asked if the slope was going to be revegetated. Mayor Rubin stated KLAIM was required to revegetate the slope and hoped it would be hydroseeded.

After no other public comments were made, Mayor Rubin closed public input at 6:46 pm.

### V. Agenda Items

1. Continued Public Hearing - Continued Discussion and Possible Adoption of an Ordinance Regarding an Impact Fee Facilities Plan

Mayor Rubin stated the language was in the process of being finalized and requested the Public Hearing be moved to August 27, 2020.

***Motion: Council Member Dwinell moved to continue the Public Hearing of the Adoption of an Ordinance Regarding an Impact Fee Facilities Plan to August 27, 2020. Council Member Baier made the second. Voting aye: Council Members Baier, Dwinell, Haselton, Nadelberg and Shadle. None opposed. Motion passed.***



2. Discussion and Possible Approval to Move Forward with a Maintenance and Operations Agreement with JSSD for Sewer and Water Services

Mayor Rubin had sent a previously discussed contract to JSSD (Jordanelle Special Service District). There had been no objection from JSSD on the contract; however, they wanted to present it to their board. A letter had been sent from Mr. Taylor to the Council which stated the urgency of the matter. Council Member Shadle inquired if this would result in a reduction in expenditures in other areas of the Town. Mayor Rubin replied it would reduce the emergency fees each time something broke, but the contract would allow the work that had needed to be done that had previously been subcontracted. Mayor Rubin presented the contract to the Council. Council Member Baier asked for clarification regarding the labor costs, and inquired if there was an estimate on the number of hours that may be expended by JSSD employees. Mayor Rubin stated it would be roughly 1000 hours per year. Council Member Baier calculated the cost to be 75,000 dollars per year. Mayor Rubin explained to Council the equipment workers used was included in the cost, up to a certain number of events per year. Discussion regarding what would be included in the cost continued. Mayor Rubin informed Council the contract could be renegotiated after one year based on what time and labor was used in the previous year. Council Member Shadle inquired if the Town could void the contract if we were unsatisfied. Mayor Rubin stated the Town could give a 90-day written notice to void the contract. Council Member Dwinell inquired if the full minimum funds due for the year would be required if the contract was terminated mid-year. Council Member Shadle asked to include in the contract a clause for immediate termination if the work performed was unsatisfactory to the Town. There was further discussion regarding if the labor costs included the equipment. Council urged Town Attorney, Dan Dansie and the water attorney retained by the Town, Ted Barnes, to review the contract and clarify what the labor costs included.

Council agreed to continue the item to a future meeting.

3. Discussion Regarding Todd Hollow Eviction Notices

Mayor Rubin provided a review regarding eviction notices sent to some residents in the Town's affordable community apartments at Deer Mountain Apartments. Some residents had been receiving COVID-19 relief funds, but the funds were no longer available and therefore the residents had been issued eviction notices. Council Member Baier stated she and Town Administrator Jan McCosh had been working together and had contacted the property manager. No evictions had been started, although three-day notices had been issued. The property manager had been working with the tenants and three local non-profit agencies to keep the residents in the apartments. Ms. McCosh contacted one of the non-profit agencies which confirmed funds were appropriately distributed to three tenants at Deer Mountain Apartments for rent purposes. Discussion continued. Council Member Bair asked if any residents of Hideout could donate to the non-profit agencies or if the Town could reallocate any funds in order to help the tenants, it would be appreciated. Council Member Dwinell suggested asking Summit County or Park City for help since most of the tenants were part of the workforce in those areas. Council Member Shadle stated he would like to continue the discussion to include more information on how to help. He suggested the Town send a letter or email to residents asking for donations. Council Members offered suggestions on how to assist. Mayor Rubin stated it was an important matter and should be addressed.



4. Discussion Regarding Town Code 4.16 and the Town Fee Schedule Concerning Sexually-Oriented Businesses

Mayor Rubin asked Mr. Dansie to provide information regarding First-Amendment rights and the Supreme Court's definition of freedom of speech in regards to sexually-oriented businesses. Mr. Dansie stated the public has a right to participate and operate these businesses. He provided an overview of how the Town could regulate these businesses.

Council Member Dwinell asked Mr. Dansie if a sexually-oriented business could be zoned as a retail store and if the Town's code had regulations regarding retail stores. Mr. Dansie stated the current code did not include those regulations in the business licensing section. He suggested it be added to the zoning ordinance section in order to identify the zones in which those types of businesses were conditionally allowed, and had previously emailed Council examples of other city's ordinances regarding zoning of sexually-oriented businesses.

Council Member Shadle expressed his disdain for this agenda item. Council Member Dwinell stated it should be addressed because it was in the Town's fee schedule. Council Member Baier agreed it should be in an industrial zone and not allowed in residential zones. Council Member Shadle asked for the Planning Commission to review the agenda item.

5. Discussion and Possible Approval to Extend Ordinance 2020-03 Enacting Temporary Public Meeting Restrictions Pursuant to the Governor's Recent Extension of the State's Emergency Order

Mr. Dansie stated the Governor had issued an Executive Order during the onset of the COVID-19 pandemic; however, the legislature had since adopted an amendment to the Open and Public Meetings Act with requirements regarding holding a public meeting without an anchor site. The requirements included the following:

- The Mayor would make a determination and state that by holding a meeting with an anchor location, it would present a substantial risk to the health and safety for those who might be present at the anchor location;
- Identify the facts by which the determination was based;
- Include the letter in the notice of the meeting;
- Read the determination at the beginning of the public meeting; and
- Provide a mechanism by which participants could view or make comments in a remote manner.

Mayor Rubin stated the Town Council room is small and cannot accommodate a lot of people. Mr. Dansie gave suggestions regarding reasons that would justify the determination. He reviewed the requirements of the extension of holding meetings remotely without an anchor location. Every thirty days, a new determination would need to be made based on current facts. Council Member Dwinell was concerned that the language be correct in order to protect the Town from potential problems. Council Member Baier agreed to have the Town Attorney draft appropriate language. Discussion continued.

Council Member Baier inquired when Council was going to revisit safety guidelines for staff at Town Hall. It was determined the Mayor only needed to provide written notice to the Council every thirty days regarding temporarily closing Town Hall to the public. It was discussed to pass a new ordinance to make the written notice longer than thirty days, but was deferred to the Town Attorney.



**VI. Closed Executive Session - Discussion of pending or reasonably imminent litigation, personnel matters, and/or sale or acquisition of real property as needed**

Mr. Dansie stated Council would need to hold an Executive Session to discuss a pending and a threatened matter of litigation.

***Motion: Council Member Dwinell made the motion to go into Executive Session. Council Member Haselton made the second. Voting aye: Council Members Baier, Dwinell, Haselton, Nadelberg and Shadle. None opposed.***

The meeting moved to Executive Session at 8:05 pm.

**Present:** Mayor Phil Rubin  
Council Member Chris Baier  
Council Member Jerry Dwinell  
Council Member Carol Haselton  
Council Member Bob Nadelberg  
Council Member Kurt Shadle

**Staff Present:** Dan Dansie, Town Attorney

**VII. Meeting Adjournment**

***Motion: Council Member Haselton made the motion to adjourn. Council Member Nadelberg made the second. Voting aye: Council Members Baier, Dwinell, Haselton, Nadelberg and Shadle. None opposed.***

The meeting adjourned at 10:51 pm.

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Alicia Fairbourne, Town Clerk



## RESCINDING OF THE JULY 14, 2020 PRE-ANNEXATION, DEVELOPMENT, AND REIMBURSEMENT AGREEMENT

N Brockbank Investments, LLC or assigns (“Brockbank”) and the Town of Hideout (“Town”) hereby enter into this “Rescinding of the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement” as more fully specified below. The Town and Brockbank are each a “Party” to this Agreement, together they are the “Parties” hereto.

### RECITALS

WHEREAS, the Town considered and authorized the Mayor to enter into a Pre-Annexation, Development, and Reimbursement Agreement on July 9, 2020;

WHEREAS, Brockbank and the Town entered into a Pre-Annexation, Development, and Reimbursement Agreement on July 14, 2020;

WHEREAS, the Town repealed Resolution 2020-5, the July 9, 2020 Resolution of Intent, on August 14, 2020;

WHEREAS, a Complaint and Petition for Declaratory Injunctive Relief was filed by Summit County on July 31, 2020 against the Town of Hideout related to actions taken, but not limited to, at the July 9, 2020 Public Meeting, and the litigation is ongoing;

WHEREAS, the Town Council of the Town of Hideout (“Town Council”) considered the rescinding of the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement at a public meeting on September 8, 2020 and voted to approve this Rescinding and authorize the Mayor of the Town of Hideout (“Mayor”), to execute the same on behalf of the Town.

Now, therefore, in consideration of the foregoing Recitals, Brockbank and the Town agree to Rescind the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement.

Dated this \_\_\_\_ day of September, 2020

Town of Hideout

N Brockbank Investments, LLC

By: \_\_\_\_\_  
Hon. Phil Rubin, Mayor

By: \_\_\_\_\_  
Its Manager

Attest:

\_\_\_\_\_  
Town Clerk



Approved as to Form:

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Town Attorney





## Staff Report

To: Hideout Planning Commission

From: Thomas Eddington Jr., AICP, ASLA  
Town Planner

Re: Final Plat Recommendation for Lake View Estates

Date: September 10, 2020

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*Submittals: The original Application was dated 4 December 2019 with subsequent revisions and a positive recommendation by the Planning Commission for Preliminary Subdivision on 19 March 2020.*

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### Overview of Current Site Conditions

|                         |  |
|-------------------------|--|
| Land Area:              | 22.40 acres  |
| Zoning:                 | Residential Medium Density (RMD)   |
| MIDA:                   | This property is located within the MIDA boundary – Project Area 4   |
| Proposed Uses:          | Single-family dwellings, rights-of-way, utility infrastructure, trails and park space – all permitted per the Zoning Ordinance |
| Proposed Lots           | 69 Lots  |
| Density/Lot Size:       | +/- 3 units per acre proposed  |
| Required Setbacks:      | Front: 20'<br>Rear: 20'<br>Side (distance between buildings): Varies but 10' per original approval                             |
| Max Height:             | 42' maximum (3 ½ stories)  |
| Open Space Requirement: | 20% of total area  |





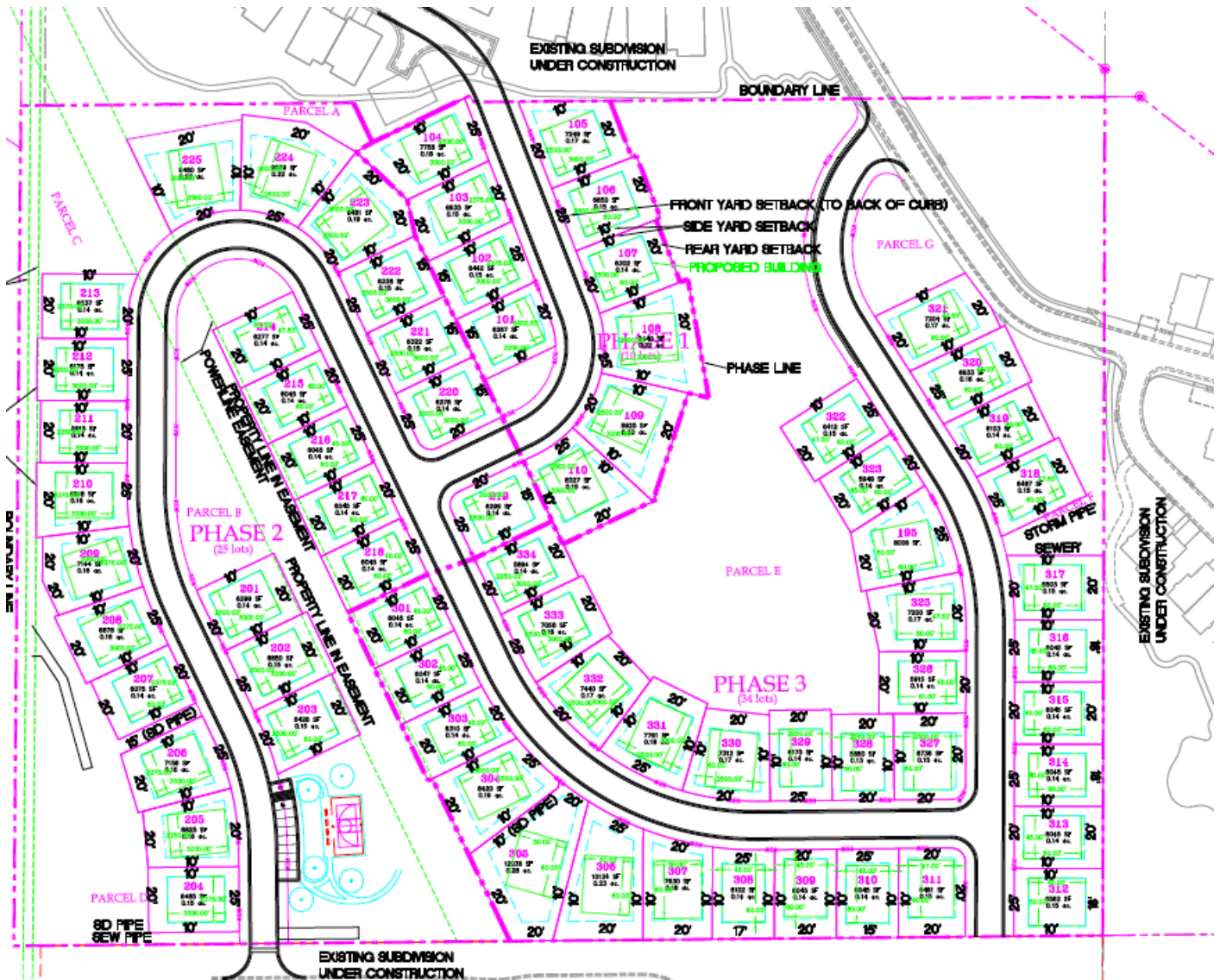
**Originally Submitted Subdivision Layout (March 2020)**



- **At a public hearing on April 9, 2020, the Town Council required:** reduced density, elimination of traffic hammerheads, vehicular connection to rights-of-way to the neighborhood to the south, increased open space continuity, a reduced number of retaining walls (with reduced heights), improved trail connectivity, and detention basin details among other requirements.



## North







## **Revisions:**

### **Layout, Design and Setbacks:**

- The new layout increases open space connectivity, moves the park area into the proposed houses, connects the neighborhood to the Shoreline neighborhood, reduces the number and height of retaining walls. In addition, the new design has almost exclusively uphill and downhill lots, and no side slope lots (which are more challenging to build and more impactful to the landscape).
- The original plan included an average lot size = 70' x 98'
  - The new proposal includes +/- 65' wide x 100' deep lots
  - This equates to a building envelope of +/- 45'+ wide x 60' deep
- Prior to the revised design, the original approval at the Planning Commission approved a plan set with deed restrictions that required varied front setbacks of 30' (with some 25' setbacks)
  - The new proposal has alternating 20' and 25' setbacks from back of curb and gutter (the *minimum* front yard setback for the RMD zone is 20' as measured from the back of curb and gutter).
  - The reduced rear yard setbacks should only be permitted subject to a required staggered front building setback throughout the neighborhood. That is what the proposed Final Plat indicates as presented. This necessitates the reduction of the 20' rear yard setback to 15' (or 17' or 18') to create the desired variation in the streetscape building wall for the following lots:
    - Lot 219 – 15' rear yard setback
    - Lot 221 – 15' rear yard setback
    - Lot 222 – 15' rear yard setback
    - Lot 308 – 17' rear yard setback
    - Lot 310 – 15' rear yard setback
    - Lot 314 – 18' rear yard setback
    - Lot 316 – 18' rear yard setback
- The original plan indicated 10' side yard setbacks; this Final Plan adheres to those minimum required setbacks.

### **Increased vehicular connection to adjacent rights-of-way to the neighborhood to the south elimination of traffic hammerheads**

There are now four (4) connection points to ingress/egress the newly proposed neighborhood – including a much-needed connection to the neighborhood to the south.





Additionally, the hammerheads have been removed from the plan. The Applicant must illustrate snow storage areas on site; these areas must be located outside of proposed Lot boundaries.

**Increased open space and contiguity and improved trail connectivity (11.06.107):**

It appears the amount of contiguous open space has been increased but the Applicant must calculate this (in acres and as a percent of the total proposed subdivision area). A minimum of 20% of the total subdivision area must be dedicated to open space. The active open space area has been pushed downslope from Deer Waters Phase 2 to the area along the Public Utility Easement (PUE) that bisects the Lakeview Estates neighborhood. Confirmation is necessary regarding:

- What is proposed where the active open space (pickle ball courts) were originally located?
- How do residents in that area easily access this space? A stairwell should be considered in the location originally anticipated subdivision plan – between Lots 313 and 314 (as well as the newly proposed stairs between Lots 317 and 318).
- What is the proposed timing for the open space amenities?
- What is the extent of the dog wash? Is a building or canopy proposed?
- Trail typology (materials) must be included on the final set of plans. The trail under the powerlines, within the PUE, should be paved.

**Reduced number of retaining walls and reduced heights (11.06.105):**

The Applicant confirmed the newly proposed subdivision plan reduced the number and size of the retaining walls. Based on the concept plan, the wall at the property line (service road) is about 10' high, the next one upslope is about 8' high, and the top two walls range from 6' to 10 high. The Applicant must include the exact locations of these walls and provide sections of all proposed retaining walls. Additionally, proposed wall type, materials, should be provided (stacked boulders were discussed in earlier meetings).

**Detention basin – updated design and details to ensure a seamless relationship to the natural characteristics of the area**

The proposed retention basin is in the same location as originally envisioned however it appears to occupy less area. The Applicant must address the following issues:

- No embankment shall be greater than a 3:1 slope and no rock or concrete material may be used in the storm water basin.
- The natural storm water basin shall be planted with native vegetation and this must be provided as part of an overall Landscape Plan (plant species, locations, sizes, etc.)





**Sensitive Lands (11.06.117(O)):**

All sensitive lands should be identified on the proposed subdivision plan – steep slopes, wetland areas, natural drainage ravines, poor soils, etc.

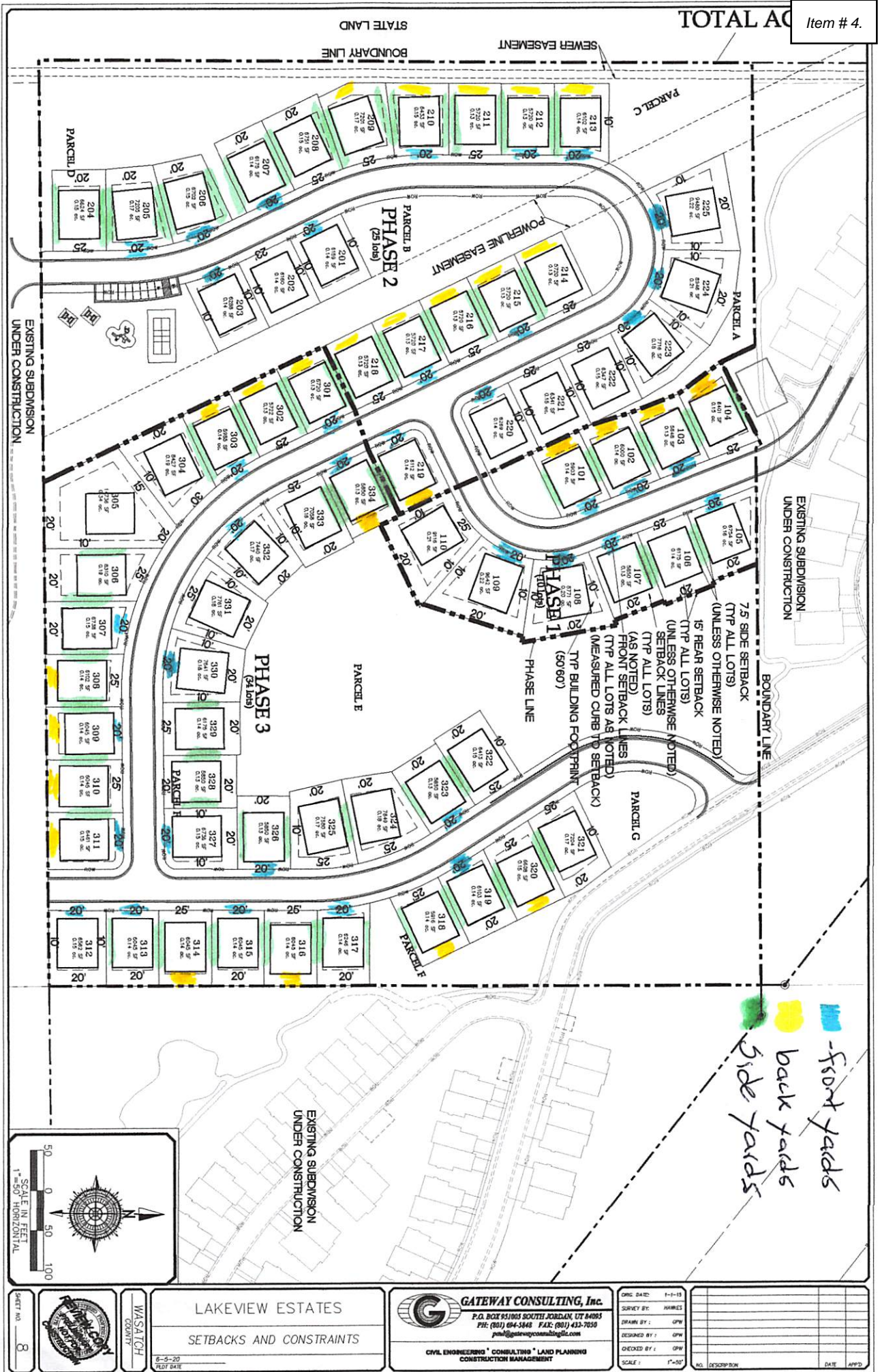


| LOT | FOOTAGES NEEDED OFF FOR FRONT YARDS, BACK YARDS, AND SIDE YARDS         | # of Adj | Total Feet Adj | Normal Front | Actual Front | Non-Staggered | Normal Rear | Actual Rear | Normal Side | Actual Side 1 | Actual Side 2 | Notes                                     |
|-----|---|----------|----------------|--------------|--------------|---------------|-------------|-------------|-------------|---------------|---------------|---|
| 101 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 12.5           | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 10            |   |
| 102 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           | TRUE          | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 103 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           | TRUE          | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 104 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 2        | 7.5            | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 10            |   |
| 105 | 5 feet off the front and 2 1/2 off each side yard                       | 2        | 7.5            | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 10            |   |
| 106 | 2 1/2 each side yard  | 2        | 5              | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 7.5           |   |
| 107 | 5 feet off the front and 2 1/2 off each side yard                       | 2        | 7.5            | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 10            |   |
| 108 | 5 feet off the front  | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 109 | 5 feet off the front  | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 110 | 5 feet off the front  | 0        | 0              | 25           | 25           |               | 20          | 20          | 10          | 10            | 10            | Plat doesn't show a reduced front setback |
| 201 | 5 feet off the front and 5 feet off the back                            | 2        | 10             | 25           | 20           |               | 20          | 15          | 10          | 10            | 10            | Backs onto Open Space                     |
| 202 | 2 feet off the front and 5 feet off the back                            | 2        | 7              | 25           | 23           |               | 20          | 15          | 10          | 10            | 10            | Backs onto Open Space                     |
| 203 | 5 feet off the front and 5 feet off the back                            | 2        | 10             | 25           | 20           |               | 20          | 15          | 10          | 10            | 10            | Backs onto Open Space                     |
| 204 | 2 1/2 off each side yard  | 1        | 2.5            | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 10            |   |
| 205 | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 7.5           |   |
| 206 | 5 feet off the front and 2 1/2 off each side yard                       | 2        | 7.5            | 25           | 20           | TRUE          | 20          | 20          | 10          | 7.5           | 10            |   |
| 207 | 5 feet off the front and 2 1/2 off each side yard                       | 2        | 7.5            | 25           | 20           | TRUE          | 20          | 20          | 10          | 7.5           | 10            |   |
| 208 | 2 1/2 off each side yard  | 2        | 5              | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 7.5           |   |
| 209 | 5 feet off the back and 2 1/2 off each side                             | 3        | 10             | 25           | 25           | TRUE          | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 210 | 5 feet off the front and 5 feet off the back                            | 4        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 211 | 5 feet off the back and 2 1/2 off each side                             | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 212 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 213 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 12.5           | 25           | 20           | TRUE          | 20          | 15          | 10          | 7.5           | 10            |   |
| 214 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 215 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 216 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 217 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 218 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 2        | 7.5            | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 10            | Backs onto Open Space                     |
| 219 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 220 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 221 | 5 feet off the back   | 0        | 0              | 25           | 25           |               | 20          | 20          | 10          | 10            | 10            |   |
| 222 | 5 feet off the back   | 0        | 0              | 25           | 25           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 223 | 5 feet off the front and 5 feet off the back                            | 1        | 5              | 25           | 20           |               | 20          | 20          | 10          | 10            | 10            |   |
| 224 | 5 feet off the front and 5 feet off the back                            | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 225 | 5 feet off the front and 5 feet off the back                            | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            |   |
| 301 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           | TRUE          | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 302 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 303 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space                     |
| 304 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 1        | 2.5            | 25           | 30           |               | 20          | 20          | 10          | 7.5           | 10            | Backs onto Open Space                     |
| 305 | nothing   | 1        | 5              | 25           | 20           |               | 20          | 20          | 10          | 10            | 15            |   |
| 306 | 5 feet off the front and 2 1/2 off each side yard                       | 2        | 5              | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 7.5           |   |
| 307 | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 7.5           |   |
| 308 | 5 feet off the back and 2 1/2 off each side                             | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 309 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 310 | 5 feet off the back and 2 1/2 off each side                             | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           |   |
| 311 | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 12.5           | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 10            | Backs onto Open Space                     |



| LOT    | FOOTAGES NEEDED OFF FOR FRONT YARDS, BACK YARDS, AND SIDE YARDS         | # of Adj | Total Feet Adj | Normal Front | Actual Front | Non-Staggered | Normal Rear | Actual Rear | Normal Side | Actual Side 1 | Actual Side 2 | Notes                 |
|--------|---|----------|----------------|--------------|--------------|---------------|-------------|-------------|-------------|---------------|---------------|-----------------------|
| 312    | 5 feet off the front  | 1        | 5              | 25           | 20           | TRUE          | 20          | 20          | 10          | 10            | 10            | Backs onto Open Space |
| 313    | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           | TRUE          | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 314    | 5 feet off the back ands 2 1/2 off each side                            | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 315    | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 316    | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 317    | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 318    | 5 feet off the back   | 2        | 7.5            | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 10            | Backs onto Open Space |
| 319    | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 320    | 5 feet off the back ands 2 1/2 off each side                            | 3        | 10             | 25           | 25           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 321    | 2 1/2 feet off ONE side yard  | 1        | 2.5            | 25           | 25           | TRUE          | 20          | 20          | 10          | 7.5           | 10            |                       |
| 322    | 2 1/2 feet off ONE side yard  | 1        | 2.5            | 25           | 25           | TRUE          | 20          | 20          | 10          | 7.5           | 10            | Backs onto Open Space |
| 323    | 5 feet off the back ands 2 1/2 off each side                            | 3        | 10             | 25           | 20           |               | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 324    | 2 1/2 off each side yard  | 2        | 5              | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 325    | 2 1/2 feet off ONE side yard  | 1        | 2.5            | 25           | 25           | TRUE          | 20          | 20          | 10          | 7.5           | 10            | Backs onto Open Space |
| 326    | 5 feet off the front and 2 1/2 off each side yard                       | 1        | 5              | 25           | 20           |               | 20          | 20          | 10          | 10            | 10            | Backs onto Open Space |
| 327    | 5 feet off the front and 2 1/2 off ONE side yard                        | 3        | 10             | 25           | 20           | TRUE          | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 328    | 5 feet off the front and 2 1/2 off each side yard                       | 3        | 10             | 25           | 20           | TRUE          | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 329    | 2 1/2 each side yard  | 2        | 5              | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| 330    | 5 feet off the front and 2 1/2 off each side yard                       | 1        | 5              | 25           | 20           |               | 20          | 20          | 10          | 10            | 10            | Backs onto Open Space |
| 331    | 2 1/2 off each side yard  | 0        | 0              | 25           | 25           |               | 20          | 20          | 10          | 10            | 10            | Backs onto Open Space |
| 332    | 5 feet off the front and 2 1/2 off each side yard                       | 1        | 5              | 25           | 20           |               | 20          | 20          | 10          | 10            | 10            | Backs onto Open Space |
| 333    | 2 1/2 off each side yard  | 1        | 2.5            | 25           | 25           |               | 20          | 20          | 10          | 7.5           | 10            | Backs onto Open Space |
| 334    | 5 feet off the front, 5 feet off the back, and 2 1/2 off each side yard | 4        | 15             | 25           | 20           |               | 20          | 15          | 10          | 7.5           | 7.5           | Backs onto Open Space |
| Totals |   | 65       | 13             |              |              | 21            |             |             |             |               |               |                       |
|        | >2  | 32       |                |              |              |               |             |             |             |               |               |                       |







## Staff Report Town of Hideout Planning Commission

**Date:** September 2, 2020  
**Applicant:** Holmes Homes Lakeview Estates LLC  
**Subject:** Final Review – Lakeview Estates (Van den Akker Property)  
**Recommendation:** Final Approval with conditions

### **BACKGROUND:**

The proposed Lakeview Estates subdivision is located along Longview Drive between the Deer Waters Phases II and III subdivisions. The Applicant has proposed developing 69 lots in 3 phases on approximately 23 acres. The subdivision is within the boundaries of the master development agreement and thus will be part of the Community Preservation Association (CPA).



*Approximate location of Lakeview Estates*

### **Roadway Cross Section**

The development involves the needed upgraded roadway width necessary for future Town of Hideout roads. The cross section consists of 26 feet of asphalt width, 2.5' Hideout standard modified curb and gutters, and a 10' ROW on each side of the road.



**Lot Sizes and Setbacks**

Unless otherwise noted, lots will have 10-foot side setbacks, 15 to 20-foot rear setbacks, and alternated front setbacks of 20 or 25 feet back from the back of the curb on each side of the road. This, combined with the roadway cross section improvements, will improve access and egress in the town to Public Works and first responders. Lot sizes range from 5,720 SF to 14,742 SF.

**Public Street Access**

Each lot has adequate access to public streets. The Phasing has been improved to meet County Fire code for accessibility. Phase I connects to Star Gazer Circle in Deer Waters Phase I and will have a temporary fire turn-around at the end. Phase II connects to Upside Drive in the Shoreline Phase II development and will connect through to Phase I. Phase III will connect to Longview Drive between Deer Waters Phases II and III and have a tee south into what may be Shoreline Phase III.

**Sewer Lift Station Improvements**

T-O Engineers has built a sewer model and is very close to presenting a Capital Facilities Plan for the town's wastewater collection system. Some decisions need to be made to handle various issues identified by our model. For now, the plan with the Lakeview Estates development is to gravity-feed the wastewater into the Shoreline Phase II lift station.

We recommend a condition of approval that “the applicant, upon the Town’s determination of the wastewater collection system needs, that the applicant be required to work with the Town to manage the wastewater as directed by the Town Engineer. This will involve assisting in paying for improvements to the Vantage Lane lift station.

This condition of approval has been discussed with the applicant and they understand.

**Snow Storage**

Snow storage will need to be shown on the Plat.

**Storm Drain**

The site consists of a detention basin on the southwest corner of the site. The applicant has presented calculations showing that the basin and conveyance system has the necessary volume and capacity.

**Overhead Power**

The site does not require relocation of the overhead power easement located on the West side of the property. However, this should be shown on the Plat.

**Outstanding Developer Balance**

Based on our understanding, the applicant holds no outstanding balance with the Town of Hideout. Town to confirm and reconcile prior to Planning Commission approval.

**Utility (Water and Sewer) Will-Serve Letters**

Utility Will-Serve letters from the Town of Hideout, JSSD, RMP and Dominion Energy will be necessary prior to the start of construction.

**Water and Sewer Reports**

Prior to issuance of construction permits, please submit your sewer and water reports for the development.



**Wetlands**

An R4SBC (Riverine, Intermittent, Streambed, Seasonally Flooded) channel runs through the property. The applicant has stated that this drainage channel has been re-routed through Deer Waters. Before construction begins, a letter will be required from a Wetlands Ecologist addressing whether the plans adequately manage this drainage channel.

**Retaining Wall Plans**

The final plan set did not include stamped retaining wall plans and details. These must be presented prior to construction permit approval.

**Final Design Review Comments**

All comments made during the final design review cycles have been corrected in the most recent plan set submitted for the third review cycle.

**Construction Timeframe**

We support the applicant obtaining a grading permit to get started with construction as soon as possible. It is late in the season to start grading. The applicant has stated that the grading for Phase One and Phase Two are to occur simultaneously. This may result in the need for additional temporary de-silting basins, temporary rip-rapping or other erosion control effort.

**RECOMMENDATION:**

Staff recommends that the commission review the proposed development based on the information in this report and in the attached plan set. If agreed, we recommend final approval of the Lakeview Estates (Van den Akker property) Subdivision with the following conditions:

1. *A letter be submitted before construction begins from a Wetlands Ecologist addressing whether or not the plans adequately manage the drainage channel mapped through this property.*
2. *Will-serve letters from all utility providers be presented prior to the start of construction.*
3. *A plat be presented and approved prior to building permit issuance that matches the approved construction plans for each of the 3 phases of development showing all necessary requirements including snow storage and proper setbacks, PUEs and any other pertinent notes or deed restrictions.*
4. *Upon the Town's determination of the wastewater collection system needs, that the applicant be required to work with the Town to manage the wastewater as directed by the Town Engineer. This will involve assisting in paying for improvements to the Vantage Lane lift station.*
5. *Stamped retaining wall plans be presented and approved prior to obtaining construction permits.*
6. *Water and sewer reports for the development must be submitted prior to issuance of construction permits.*
7. *A SWPPP permit be obtained and NOI filed with Hideout prior to construction.*

**ATTACHMENTS:**

SITE DEVELOPMENT CONSTRUCTION PLANS, LAKEVIEW ESTATES, FINAL



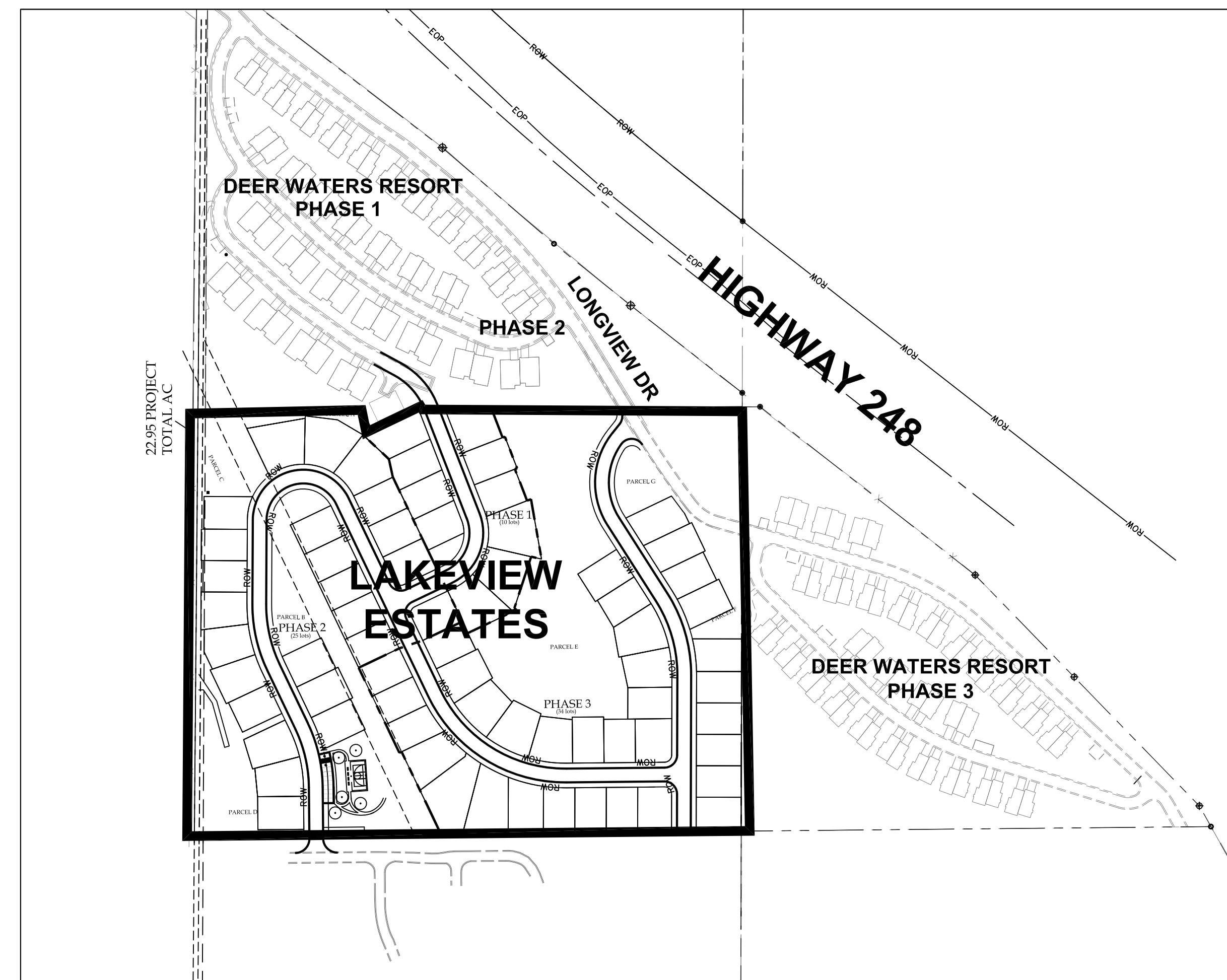
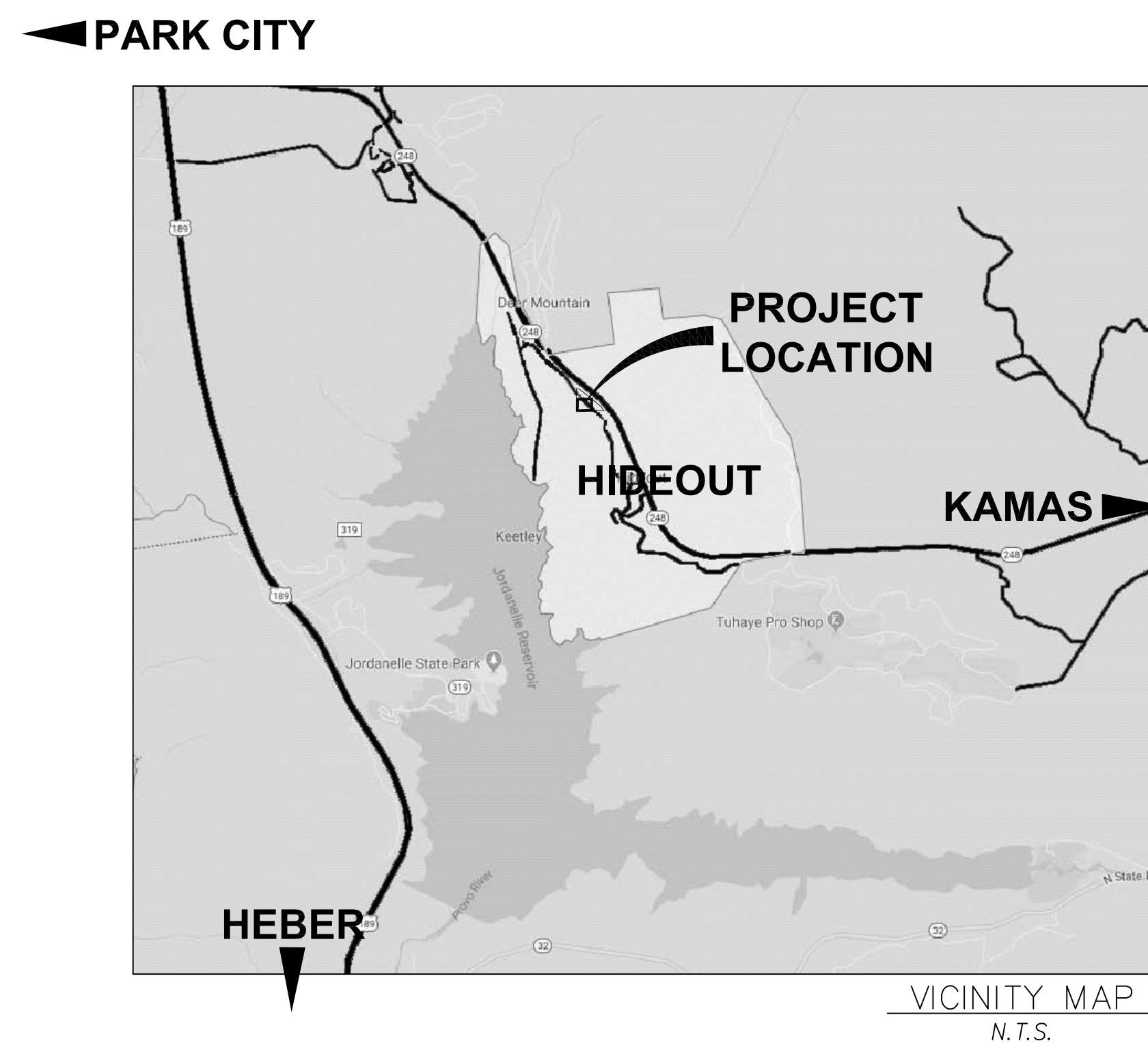
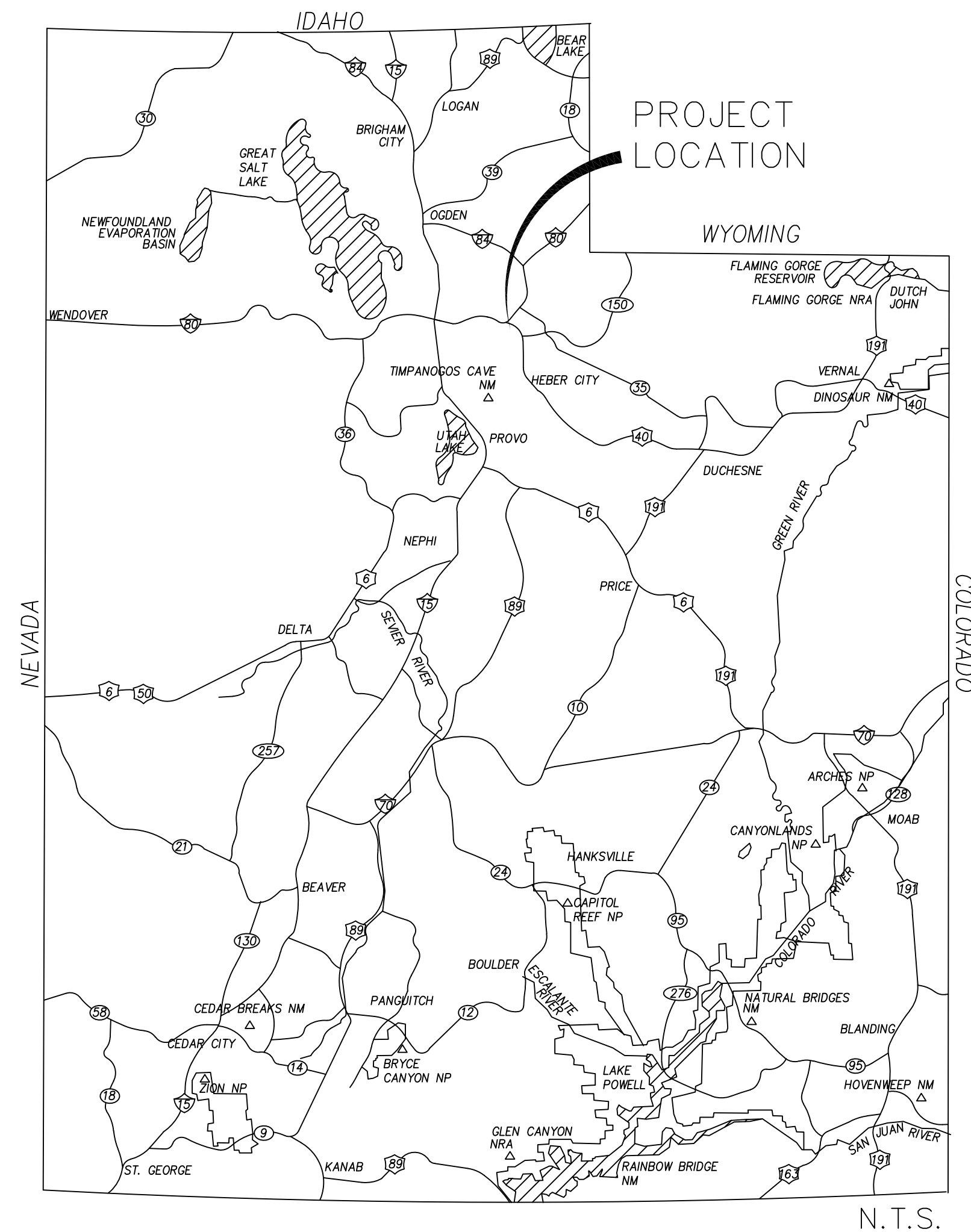
# SITE DEVELOPMENT CONSTRUCTION PLANS

# LAKEVIEW ESTATES

LOCATION

DEVELOPMENT IS IN THE NORTHWEST QUARTER OF  
SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

# FINAL



VICINITY MAP  
N.T.S.

AUG 27, 2020

## INDEX OF SHEETS

|     |                                  |
|-----|----------------------------------|
| 1   | TITLE SHEET                      |
| 1A  | PROJECT NOTES                    |
| N/A | PLATS (not included in this set) |
| 2   | EXISTING SITE AND DEMO PLAN      |
| 3   | OVERALL PROJECT SITE PLAN        |
| 4   | CONSTRAINTS and SETBACKS MAP     |
| 5   | DRAINAGE MAP                     |
| 6   | TRAIL PLAN                       |
| 7   | RETAINING WALL PLAN              |
| 8   | SETBACKS AND CONSTRAINTS         |

|         |                                       |
|---------|---------------------------------------|
| SWPPP   | STORM WATER POLLUTION PROTECTION PLAN |
| ER1-ER2 | EROSION CONTROL DETAILS               |

|       |                                 |
|-------|---------------------------------|
| G1-G4 | GRADING SHEETS (1"=30')         |
| G5    | CUT/FILL AND MASS GRADING SHEET |

|    |                             |
|----|-----------------------------|
| U1 | CULINARY WATER UTILITY PLAN |
| U2 | SANITARY SEWER UTILITY PLAN |
| U3 | STORM WATER UTILITY PLAN    |
| U4 | PROPOSED DRY UTILITIES      |

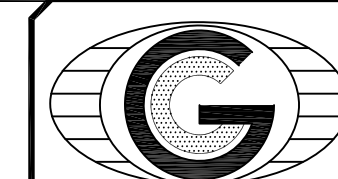
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| PP1  | ROAD 3-3                    |
| PP2  | ROAD 3-2 STA: 0+00 to 7+00  |
| PP3  | ROAD 3-2 STA: 7+00 to 14+00 |
| PP4  | ROAD 3-2 STA: 14+00 to END  |
| PP5  | ROAD 3-1                    |
| PP6  | DETENTION POND              |
| PP7  | SD PASS THROUGH             |
| PP8  | SD PASS THROUGH             |
| PP9  | SD PASS THROUGH             |
| PP10 | SLOPE CROSS SECTION         |
| PP11 | OFFSITE SEWERS PROFILES     |

|     |                          |
|-----|--------------------------|
| SSL | SIGN, STRIPE, & LIGHTING |
|-----|--------------------------|

| DETAIL SHEETS |                        |
|---------------|------------------------|
| D1            | ROADWAY DETAILS        |
| D2            | SANITARY SEWER DETAILS |
| D3            | WATER LINE DETAILS     |
| D4            | STORM DRAINAGE DETAILS |
| D5            | POND OUTLET DETAIL     |

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*REVISIONS*

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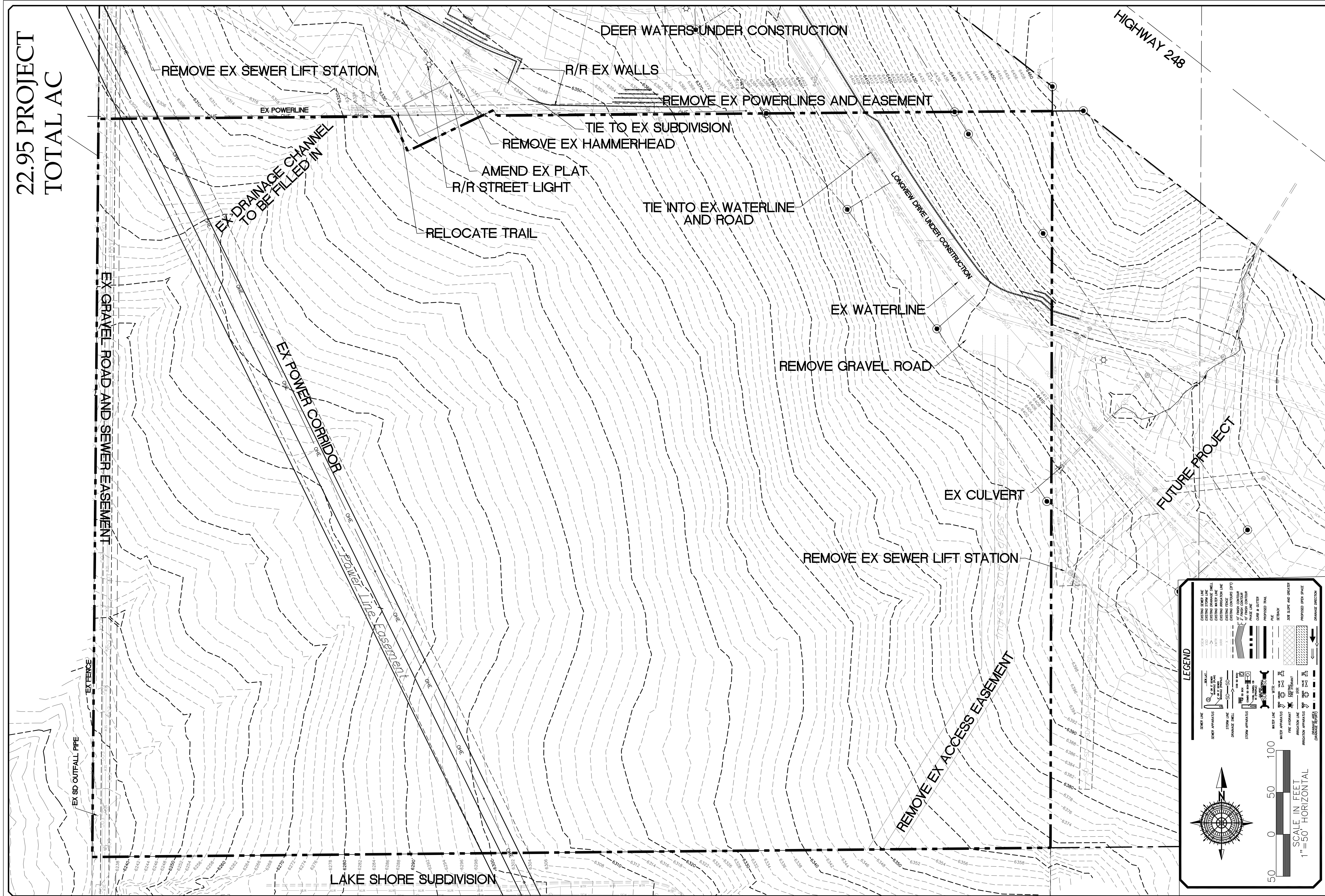

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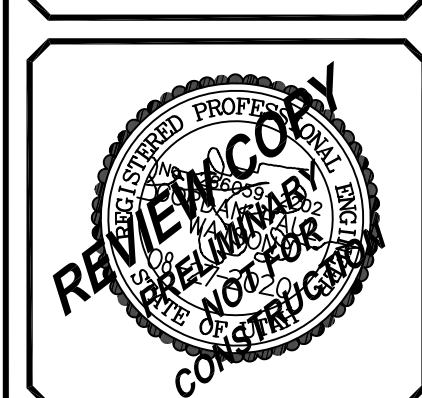
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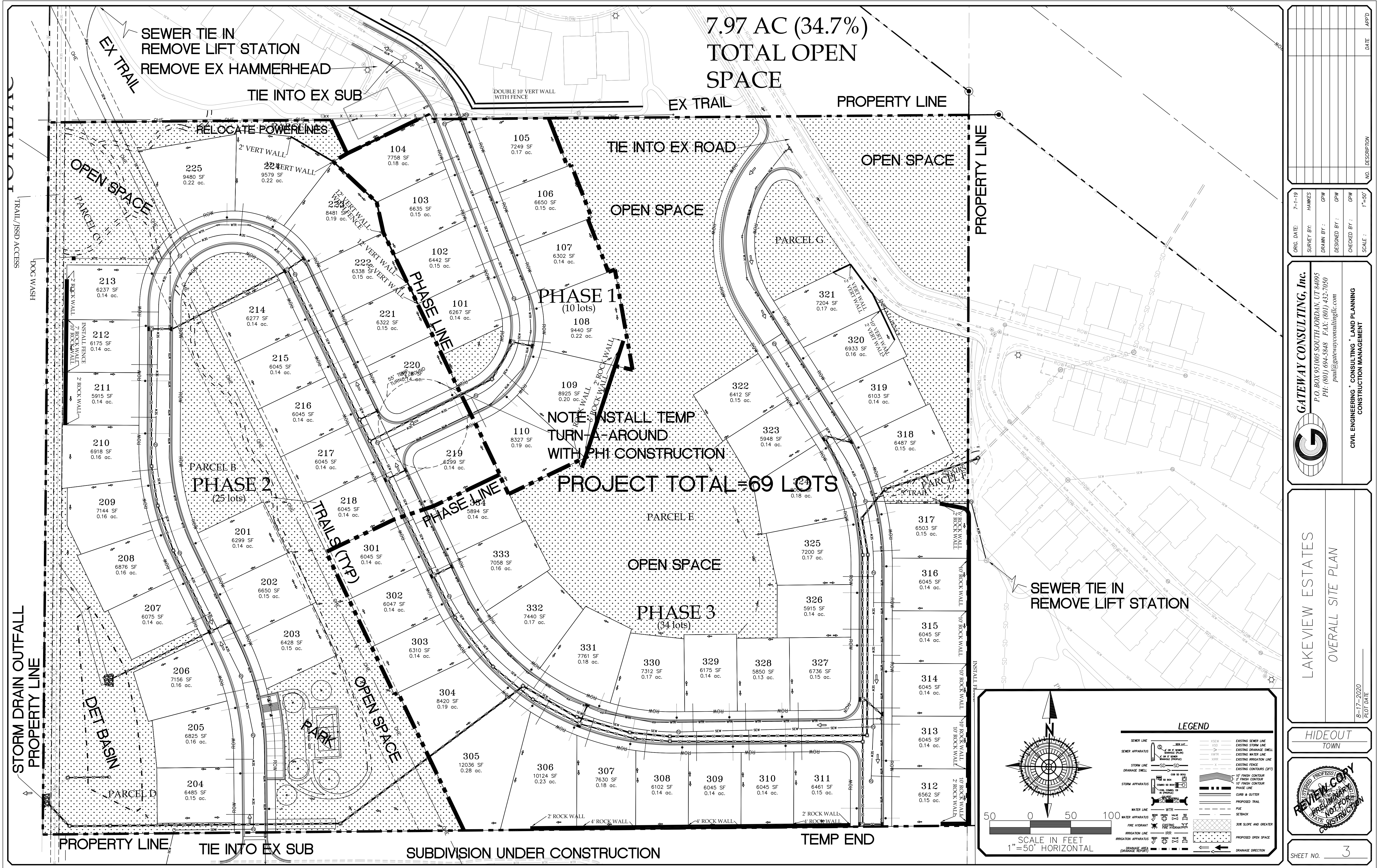
|  |
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| LAKEVIEW ESTATES                       |
| EXISTING CONDITIONS<br>DEMOLITION PLAN |
| 8-27-2020<br>PLOT DATE                 |

HIDEOUT  
TOWN



SHEET NO. 2





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**LAKEVIEW ESTATES OVERALL SITE PLAN**

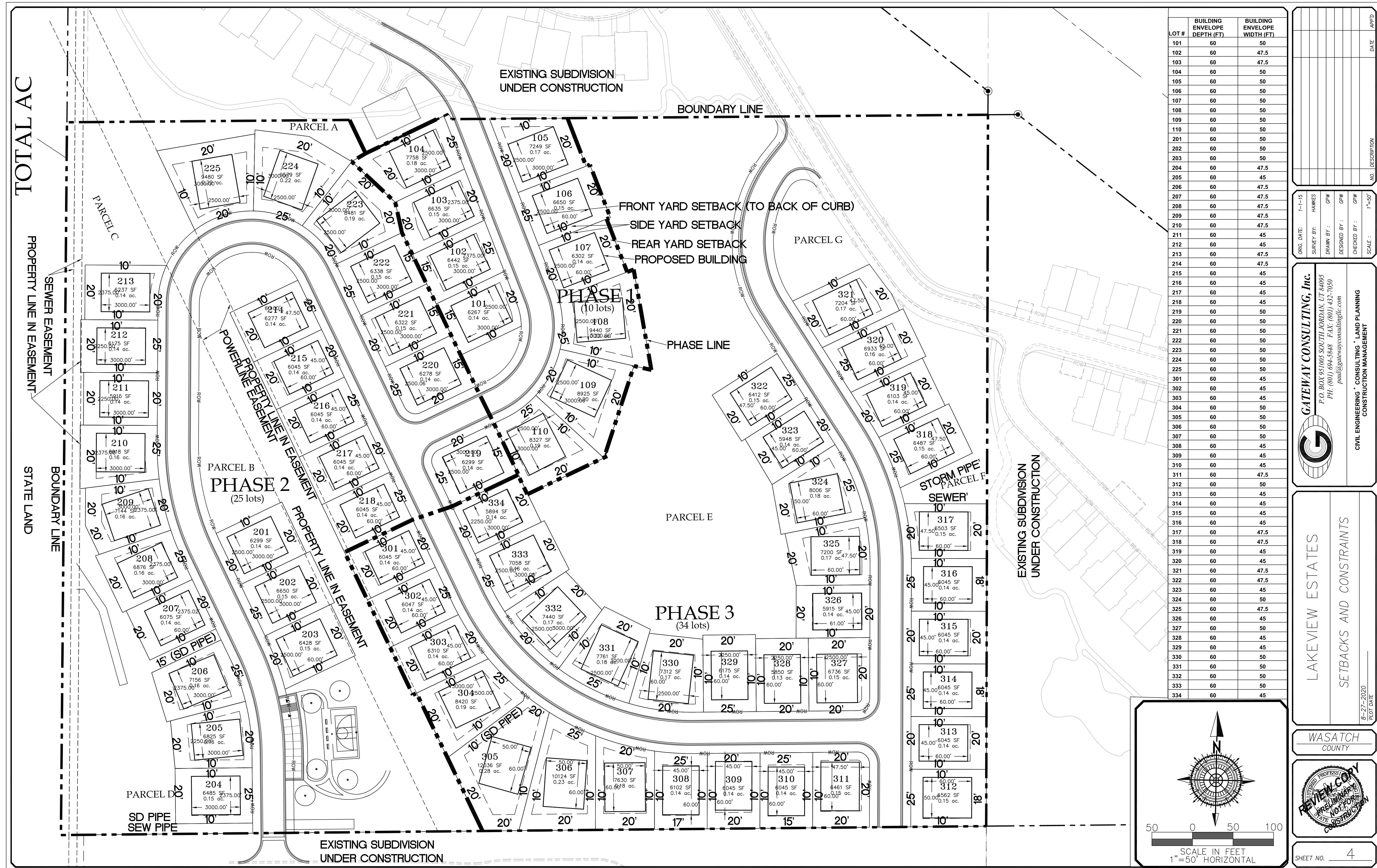
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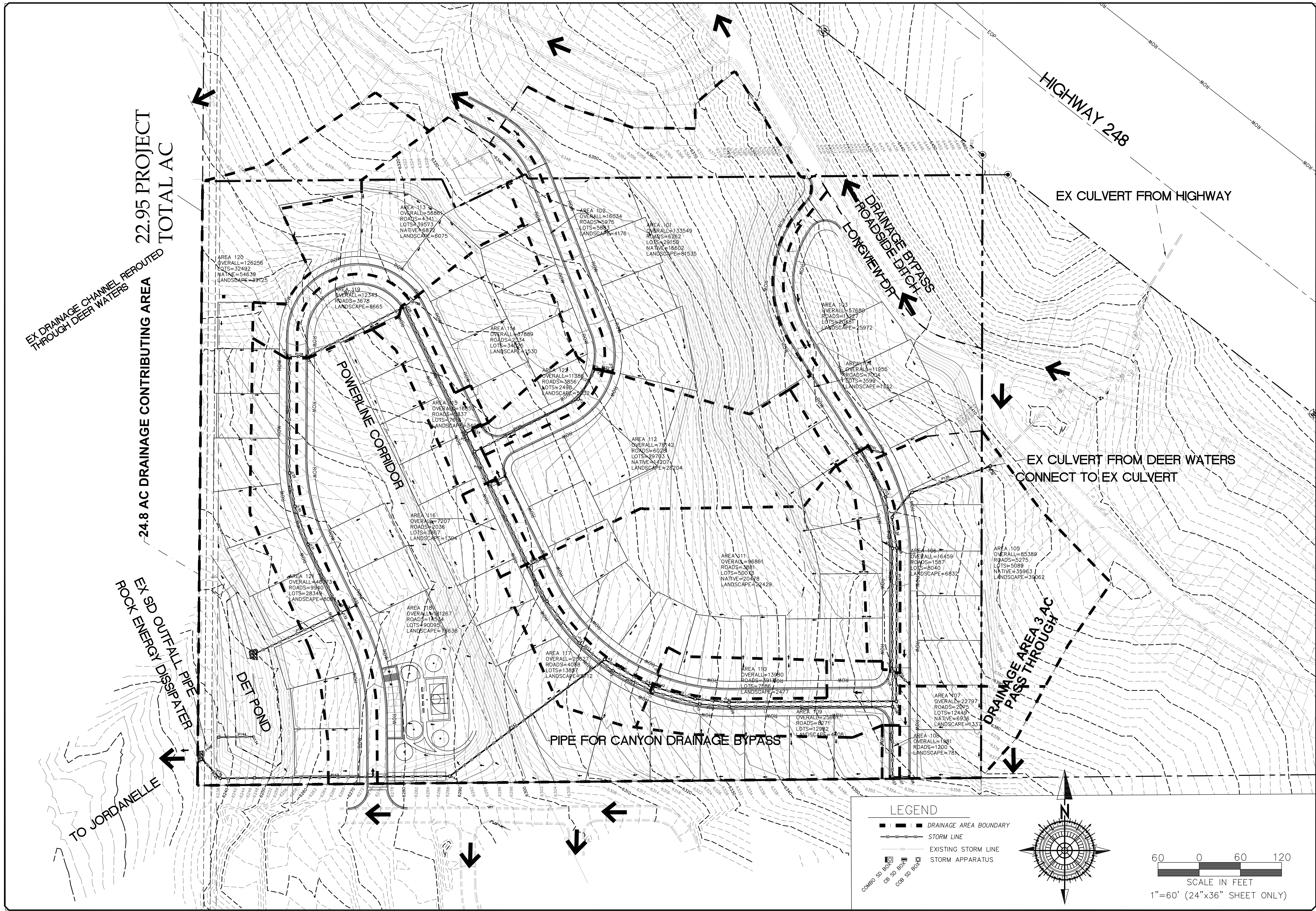
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| DRAWN BY    | GPW    |
| DESIGNED BY | GPW    |
| CHECKED BY  | GPW    |
| SCALE       | 1"=60' |

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**LAKEVIEW ESTATES**  
DRAINAGE PLAN

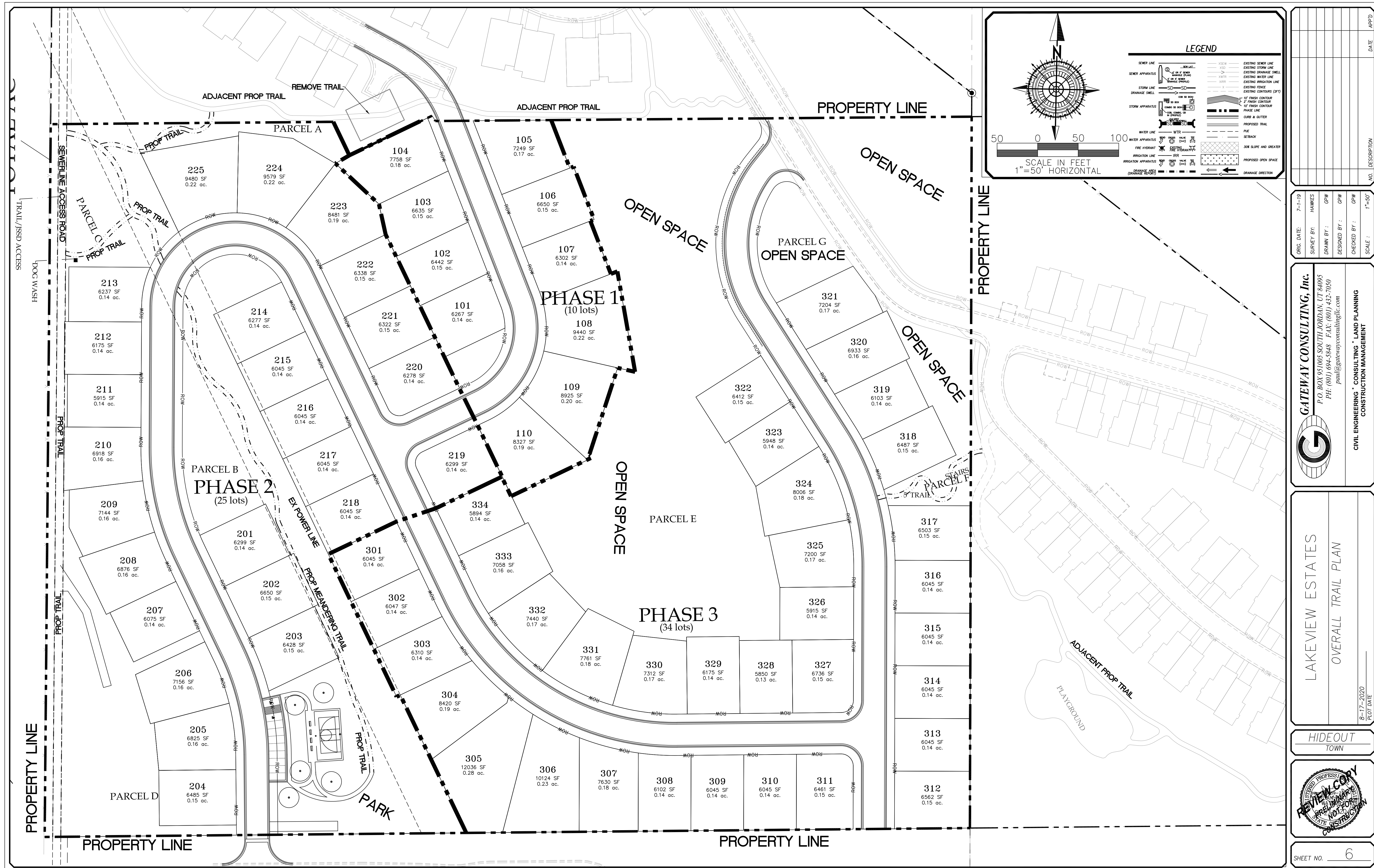
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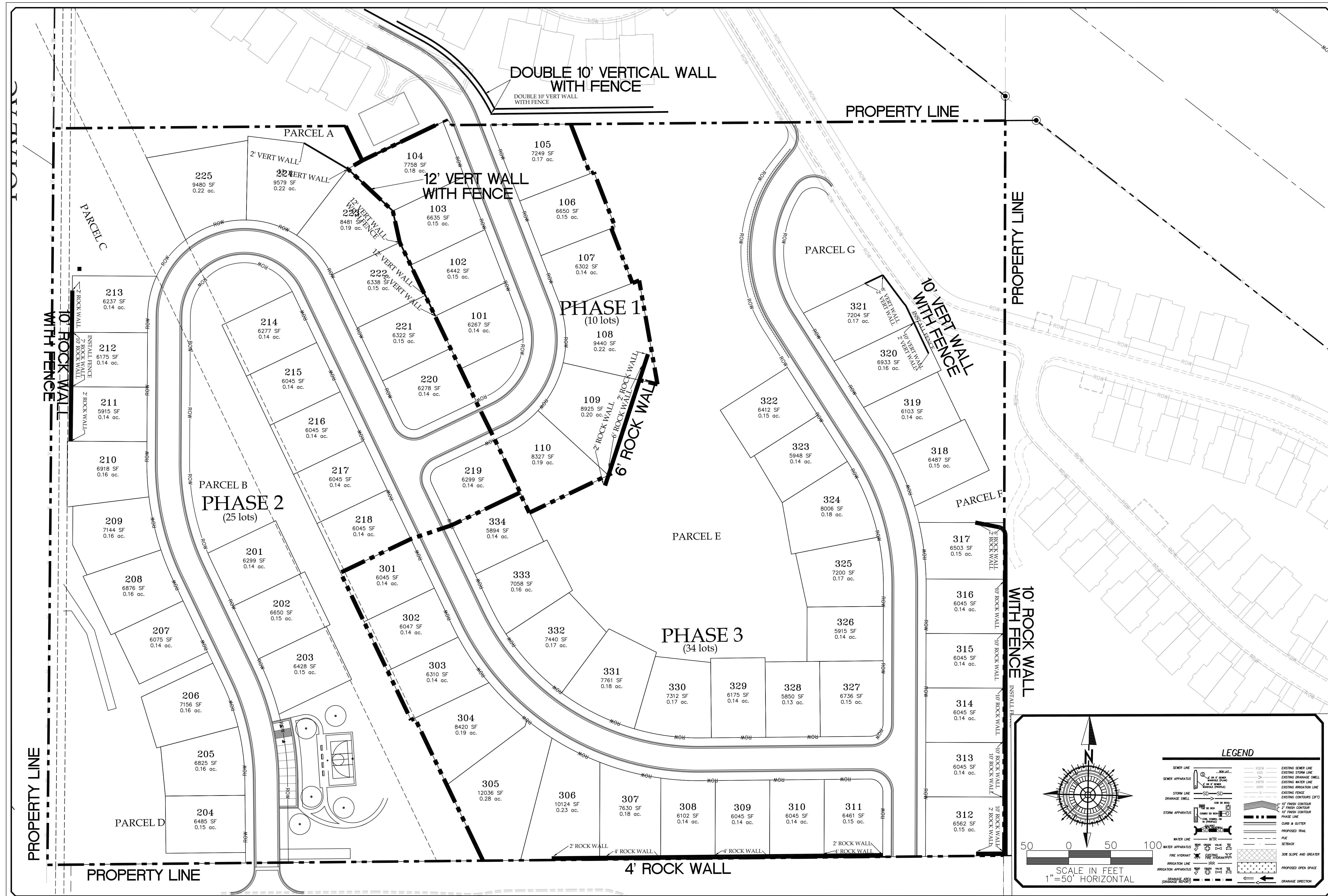

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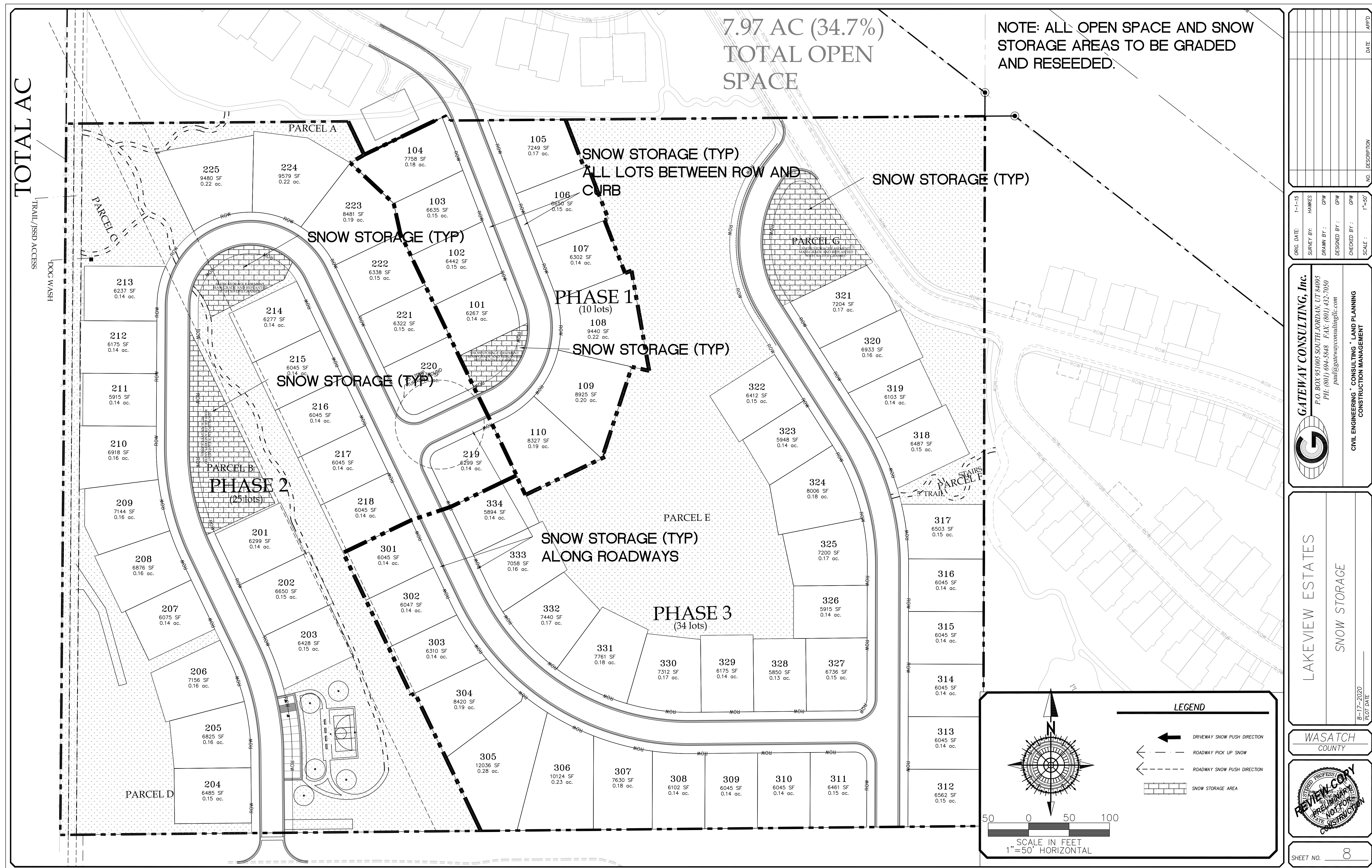
LAKEVIEW ESTATES

OVERALL RETAINING WALL PLAN

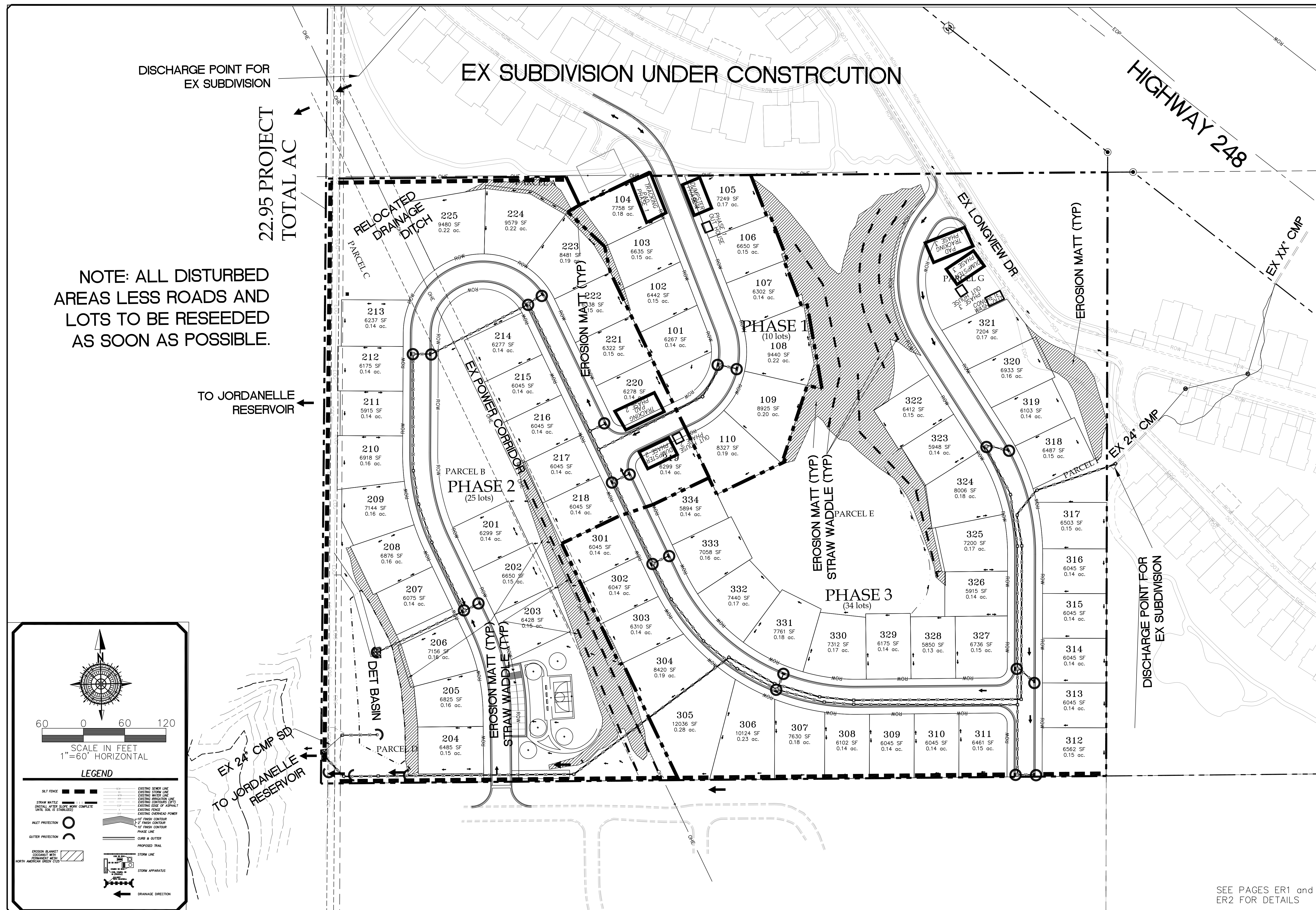
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PLOT DATE

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| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>GATEWAY CONSULTING, Inc.</b></p> <p>P.O. BOX 951005 SOUTH JORDAN, UT 84095</p> <p>PH: (801) 694-5848 FAX: (801) 432-7050</p> <p>paul@gatewayconsultingllc.com</p> </div> <div style="width: 50%; text-align: right;"> <p><b>CIVIL ENGINEERING * CONSULTING * LAND PLANNING</b></p> <p><b>CONSTRUCTION MANAGEMENT</b></p> </div> </div> |  | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>ORIG. DATE:</b> 7-1-19</p> <p><b>SURVEY BY:</b> HAWKES</p> <p><b>DRAWN BY:</b> GPW</p> <p><b>DESIGNED BY:</b> GPW</p> <p><b>CHECKED BY:</b> GPW</p> </div> <div style="width: 50%; text-align: right;"> <p>SCALE: 1"=60'</p> </div> </div> |  |

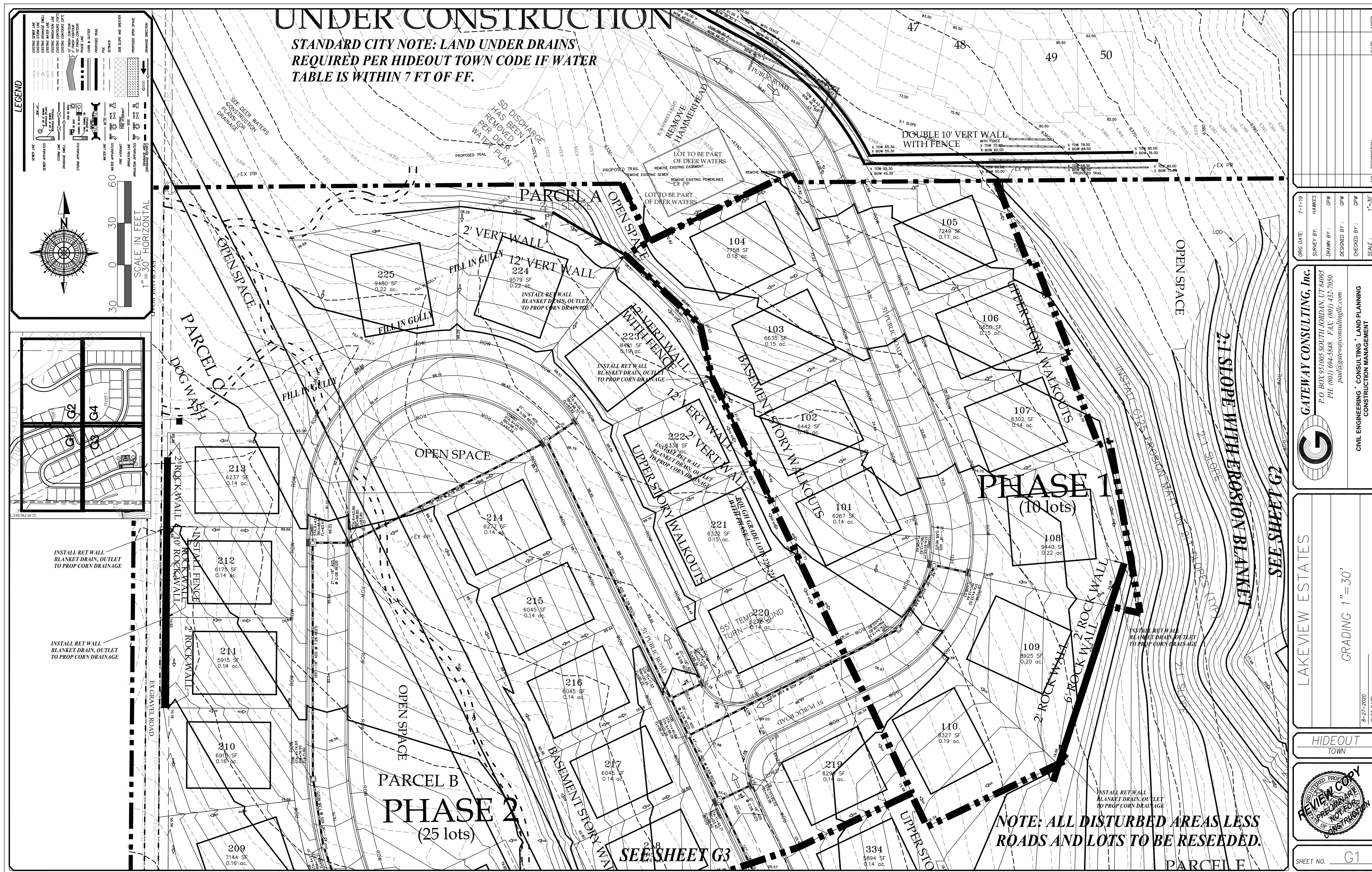




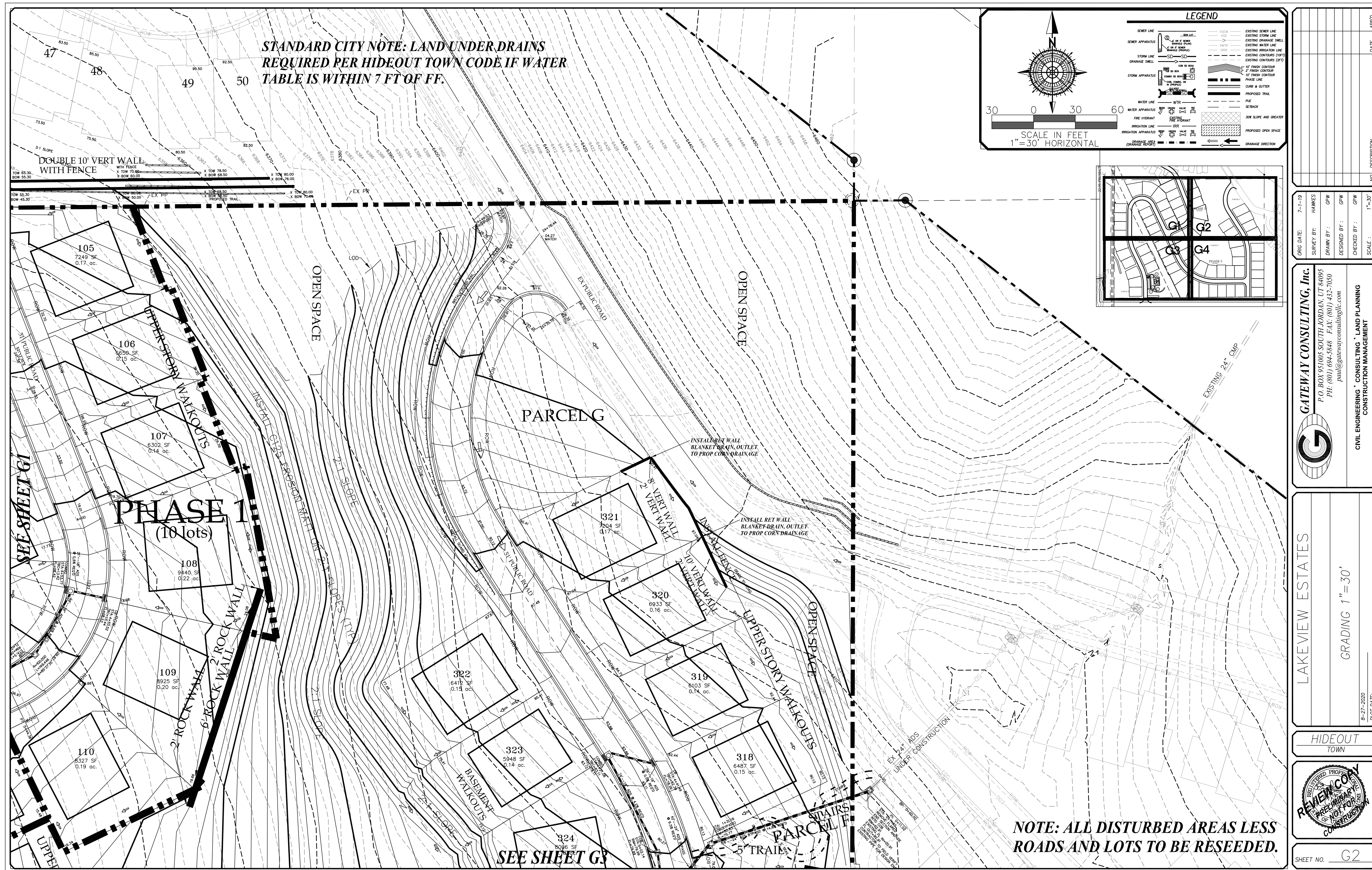




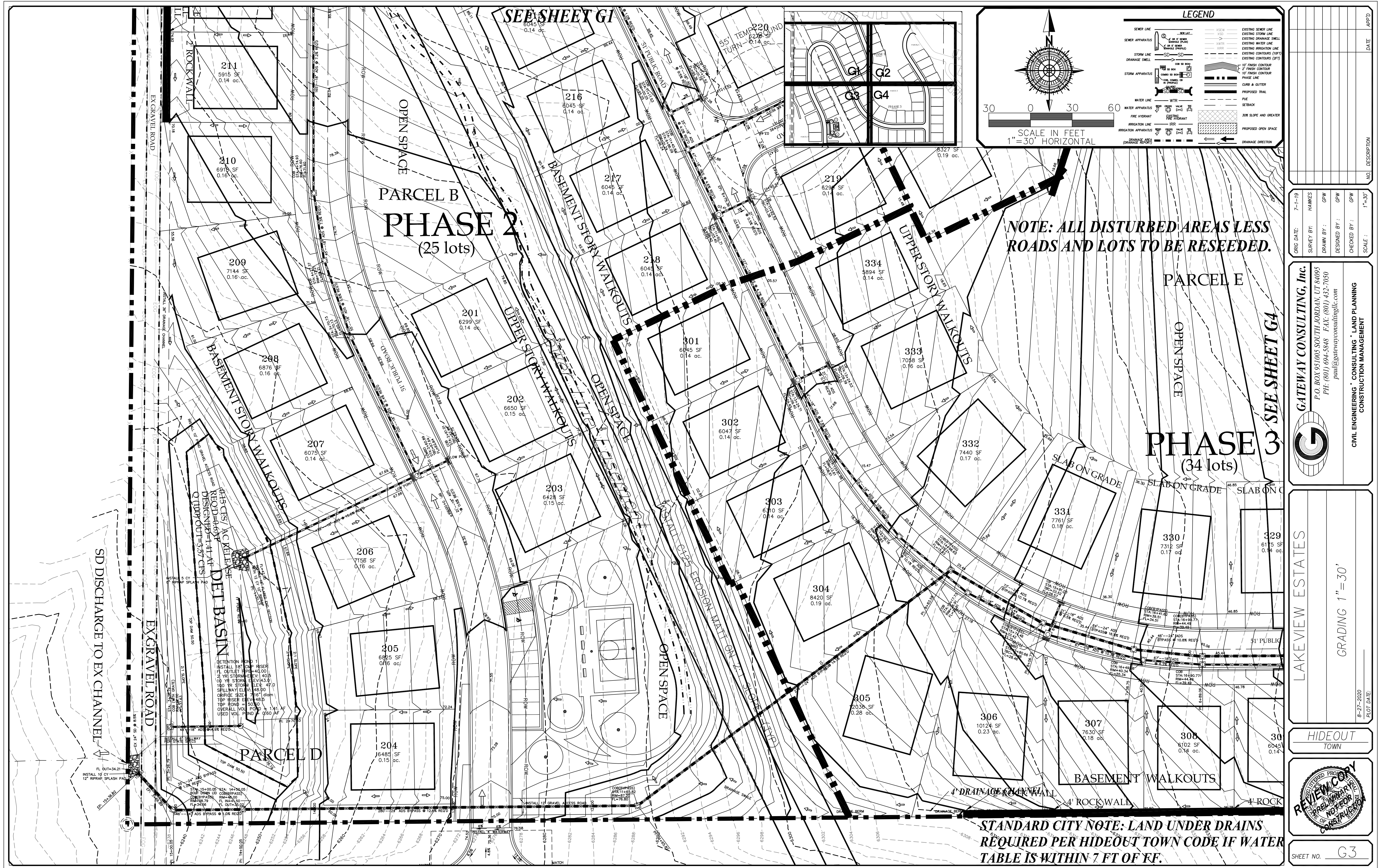












| NO.          | DESCRIPTION | DATE | APP'D. |
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| DESIGNED BY: | GPW         |      |        |
| CHECKED BY:  | GPW         |      |        |
| SCALE:       | 1"=30'      |      |        |

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CONSTRUCTION MANAGEMENT

**LAKEVIEW ESTATES**

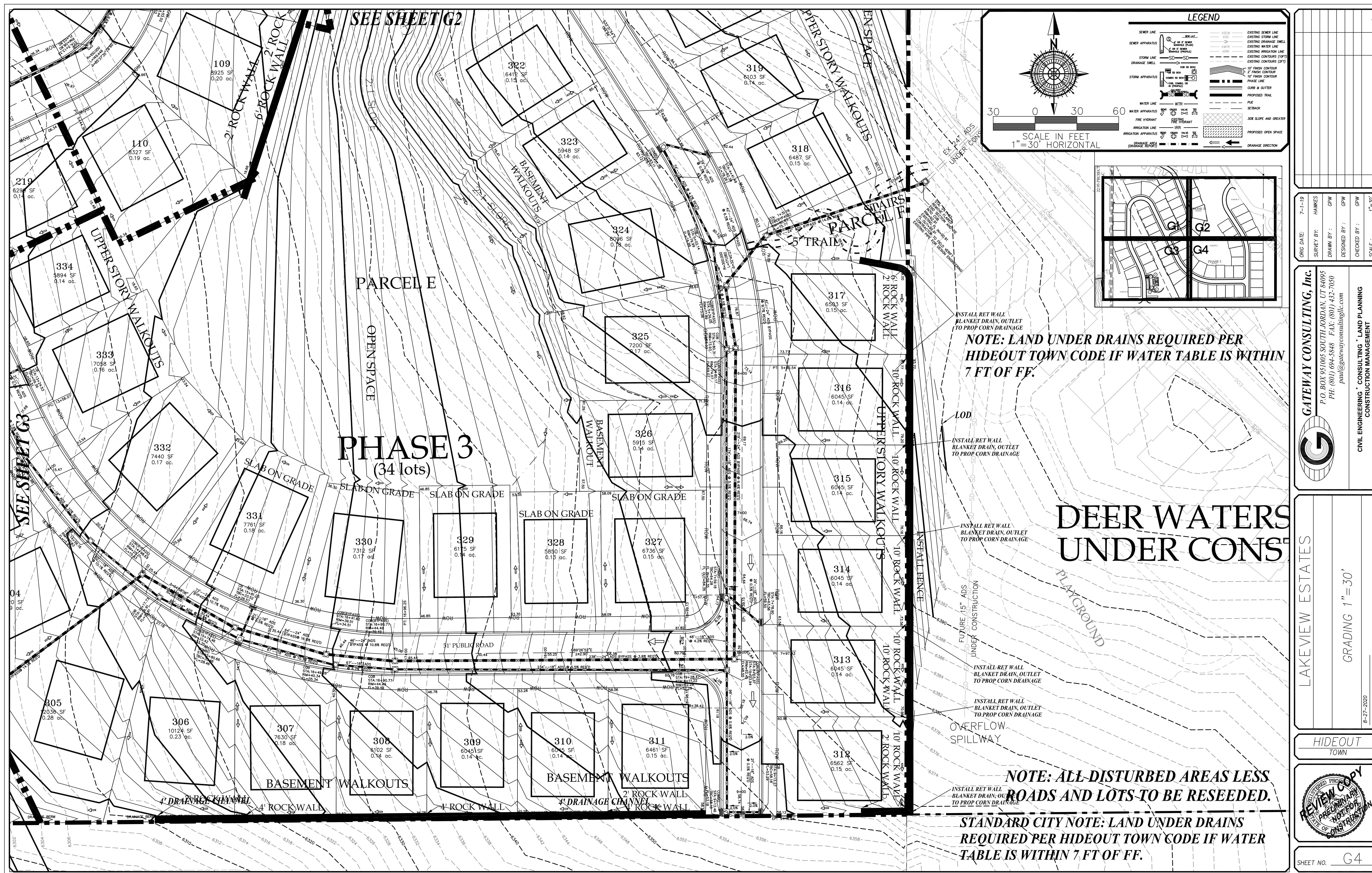
**HIDEOUT TOWN**

**REVIEW COPY**

**SHEET NO. G3**

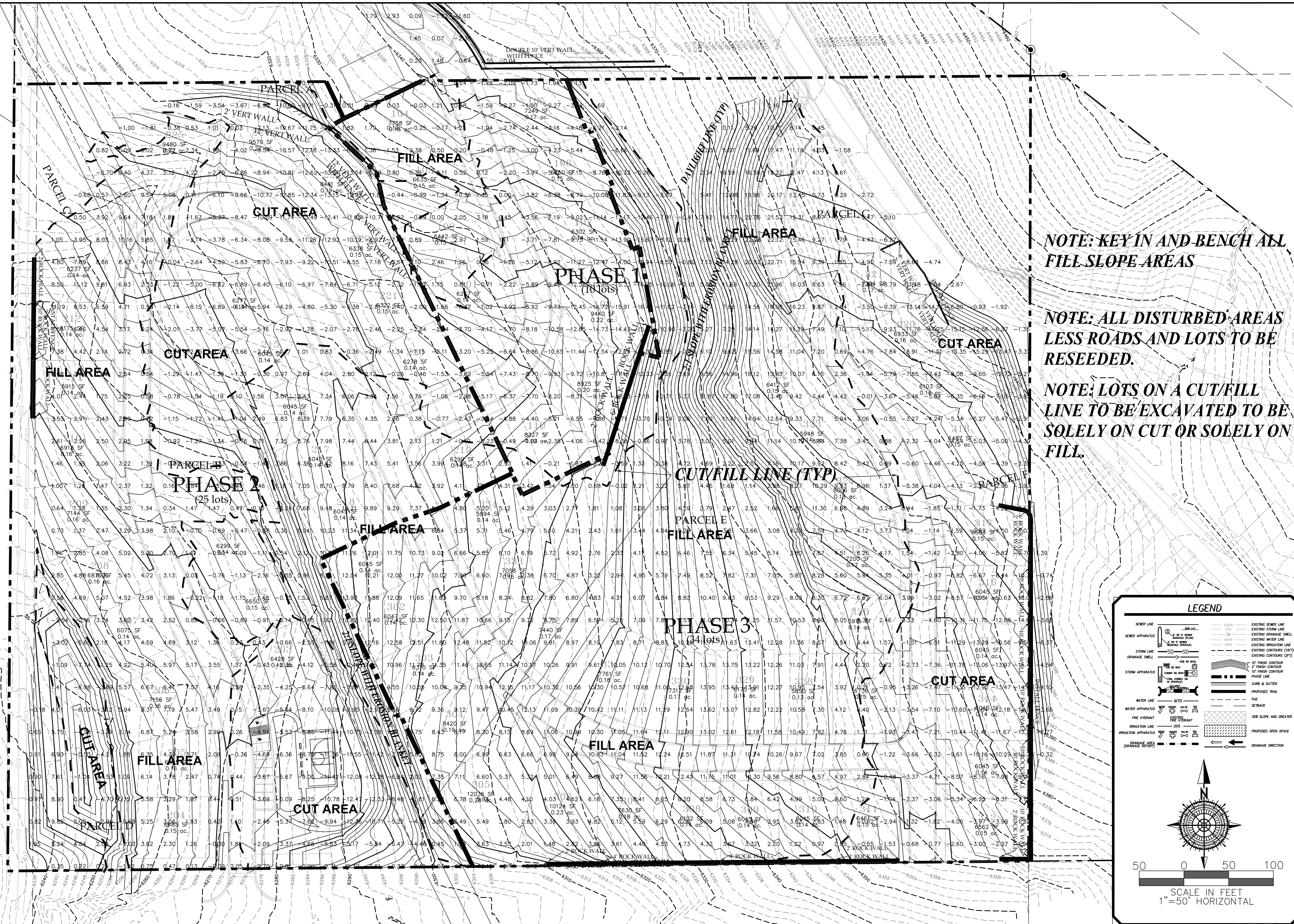
8-27-2020  
PLOT DATE:







22.95 PROJECT  
TOTAL AC



**NOTE: KEY IN AND BENCH ALL  
FILL SLOPE AREAS**

**NOTE: ALL DISTURBED AREAS  
LESS ROADS AND LOTS TO BE  
RESEED.**

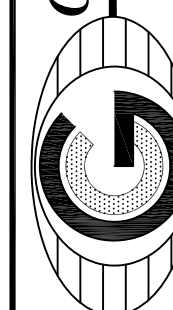
**NOTE: LOTS ON A CUT/FILL LINE TO BE EXCAVATED TO BE SOLELY ON CUT OR SOLELY ON FILL.**

[illegible]

**GATEWAY CONSULTING, Inc.**

O. BOX 951005 SOUTH JORDAN, UT 84095  
 PH: (801) 694-5848 FAX: (801) 432-7050  
 paul@gatewayconsultingllc.com

**CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT**

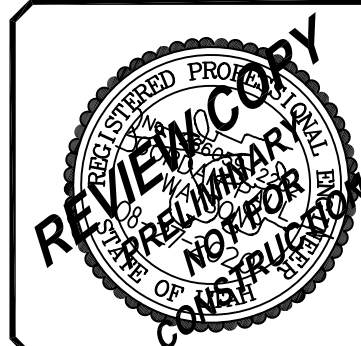


## LAKEVIEW ESTATES

OVERALL CUT/FILL  
MASS GRADING SHEET

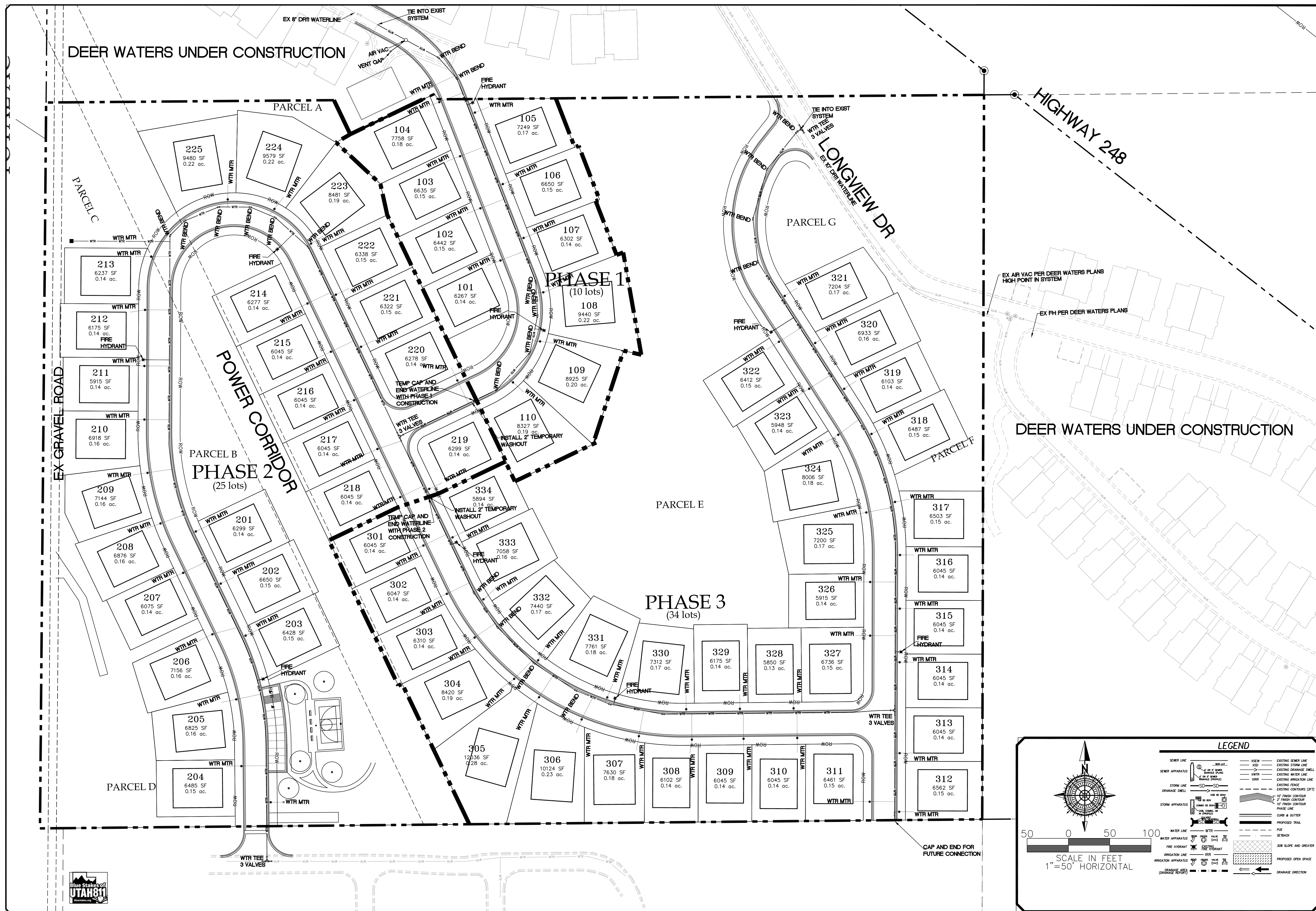
8-27-2020

HIDEOUT  
TOWN

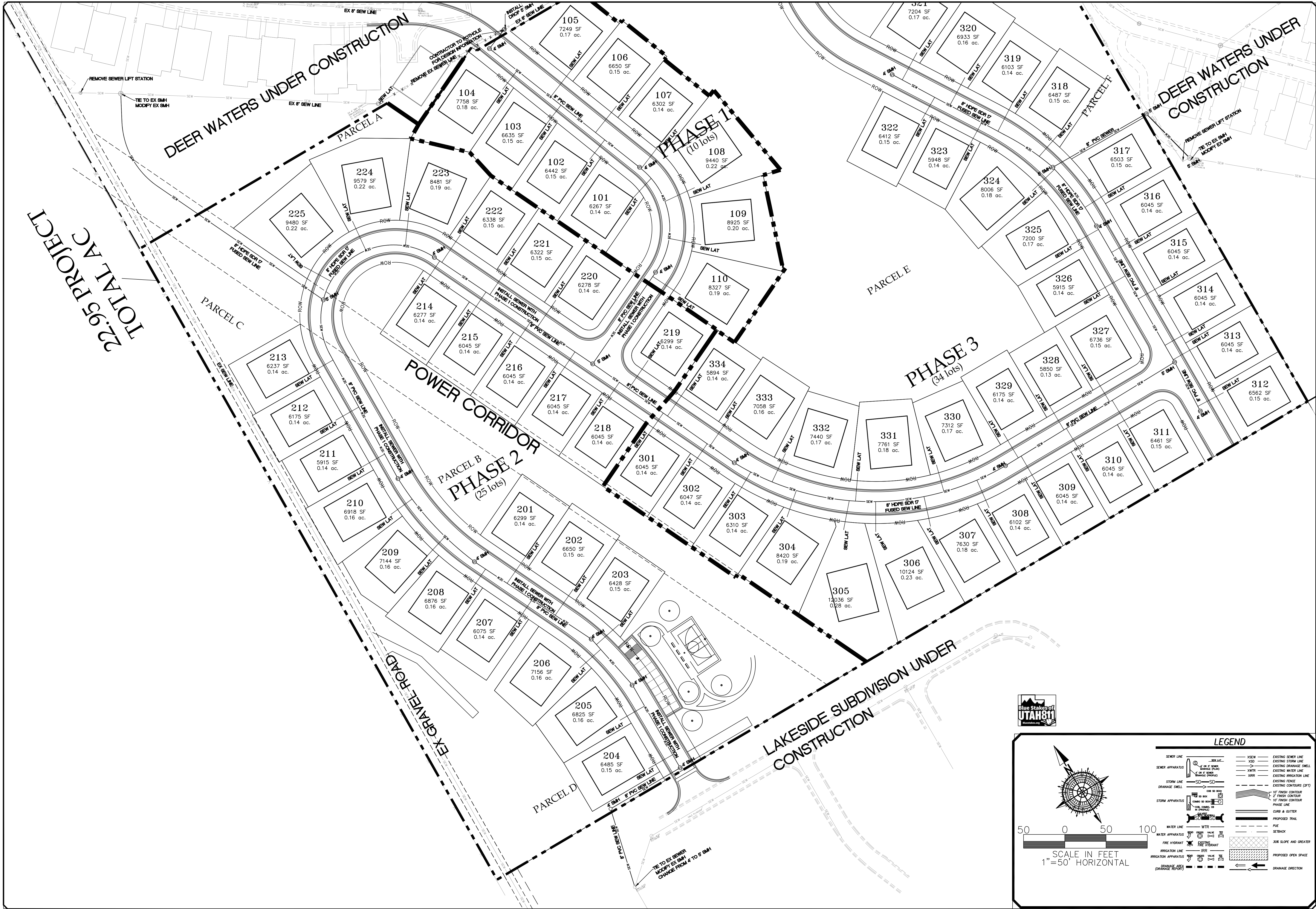


SHEET NO. G5










| NO | DESCRIPTION | DATE | APP'D |
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|    |             |      |       |

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-18 |
| SURVEY BY:   | GPW    |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=50' |



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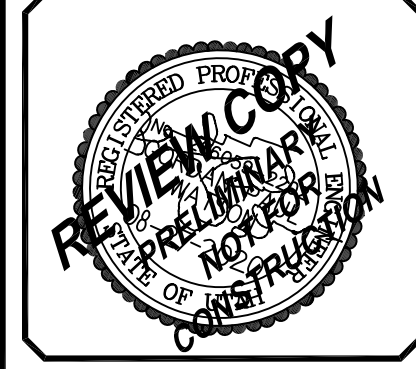
CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT

IROQUOIS PH 5 LOT 7

OVERALL SEWER UTILITY SHEET

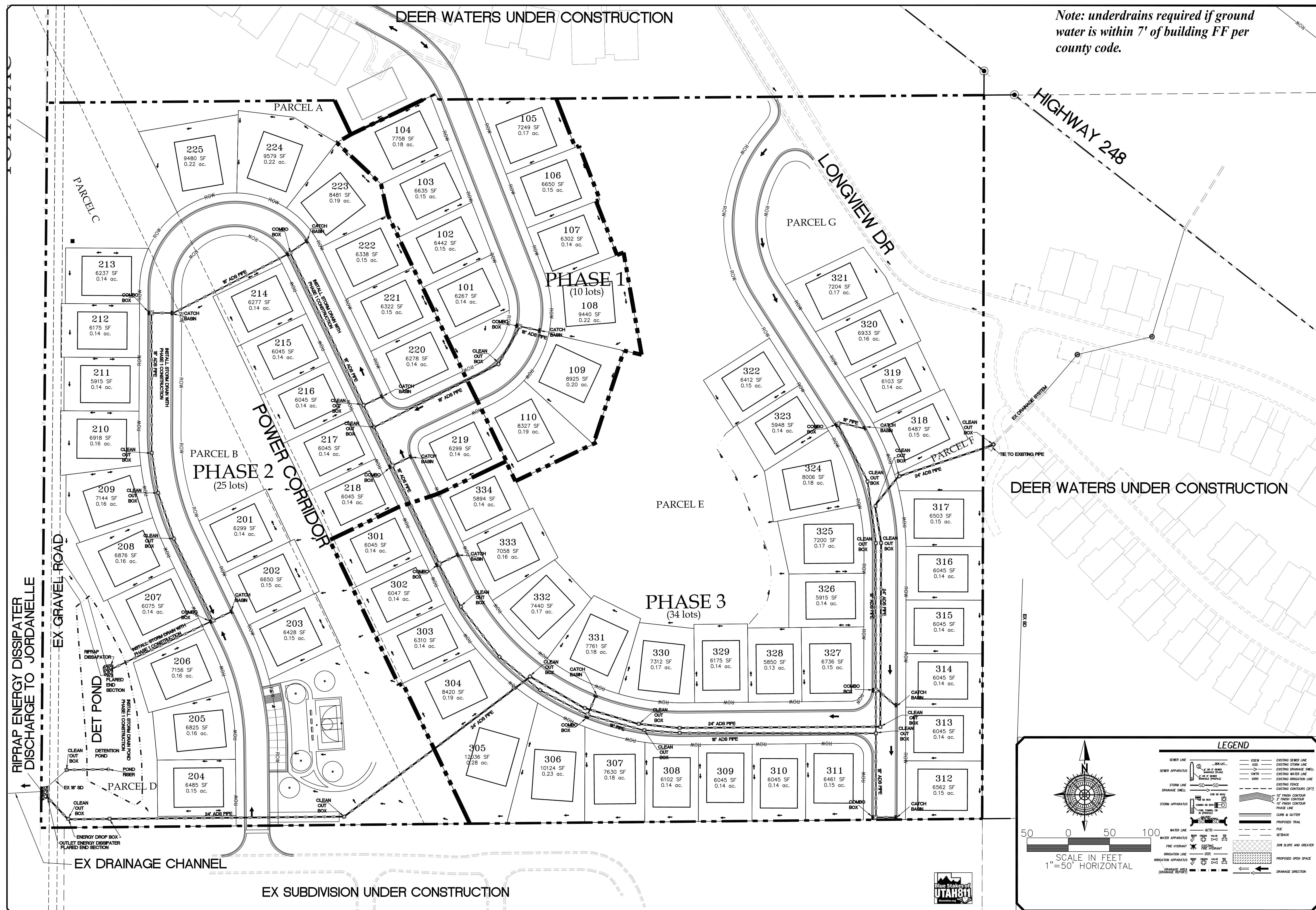
PRINT DATE: 8-27-2020

HIDEOUT  
TOWN

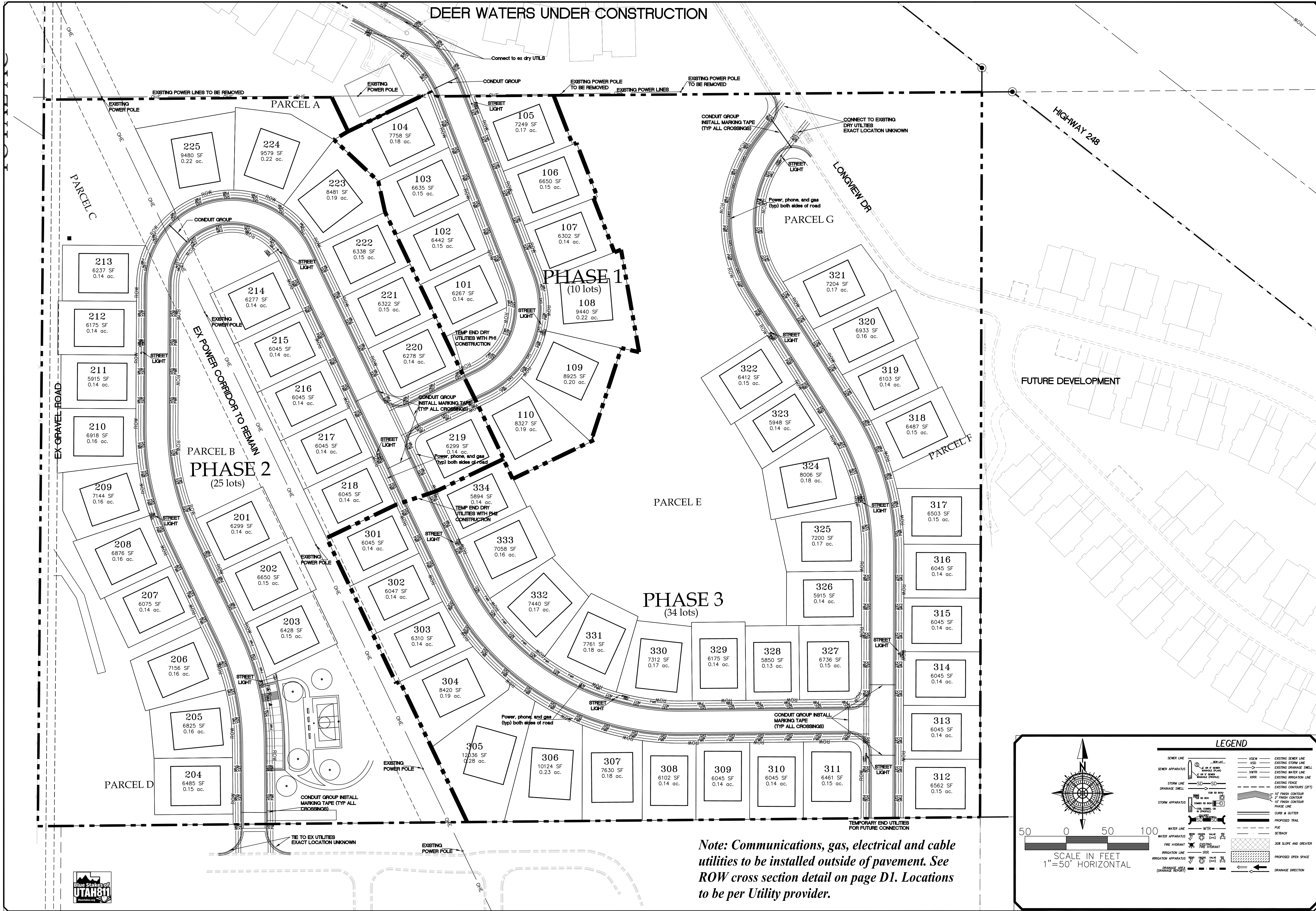


SHEET NO. **U2**



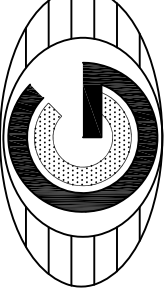






| NO.     | DESCRIPTION | DATE | APP'D |
|---------|-------------|------|-------|
| 3-1-17  | GPW         |      |       |
| 4-24-17 | GPW         |      |       |

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | GPW    |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=50' |



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**LAKEVIEW ESTATES**


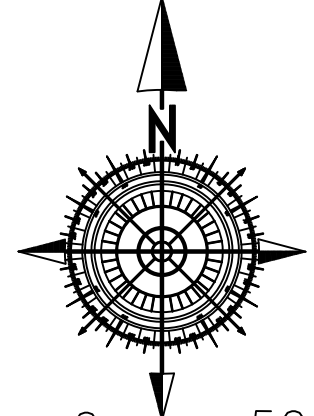
*DRY UTILITY PLAN*

PRINT DATE: 8-27-2020

HIDEOUT TOWN



SHEET NO. **U4**

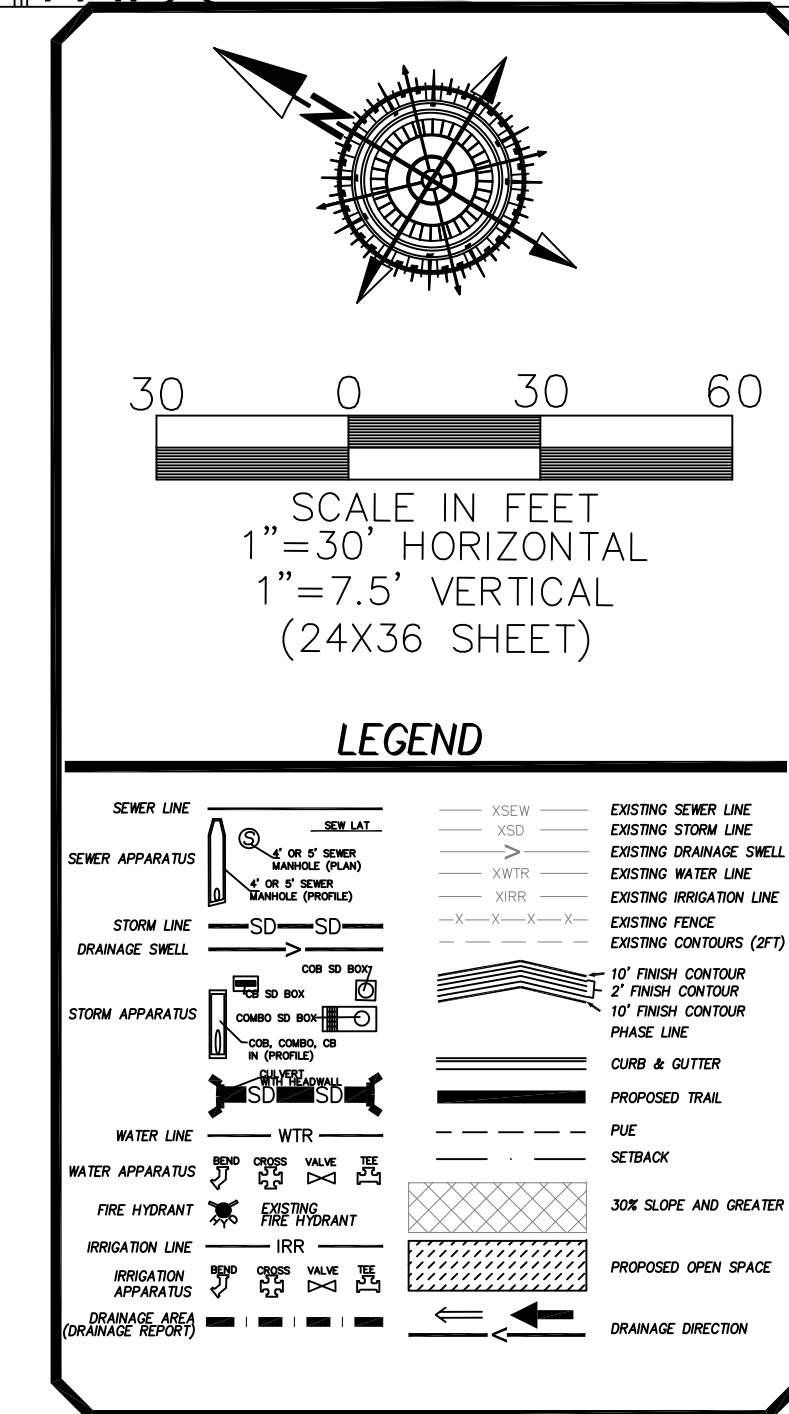
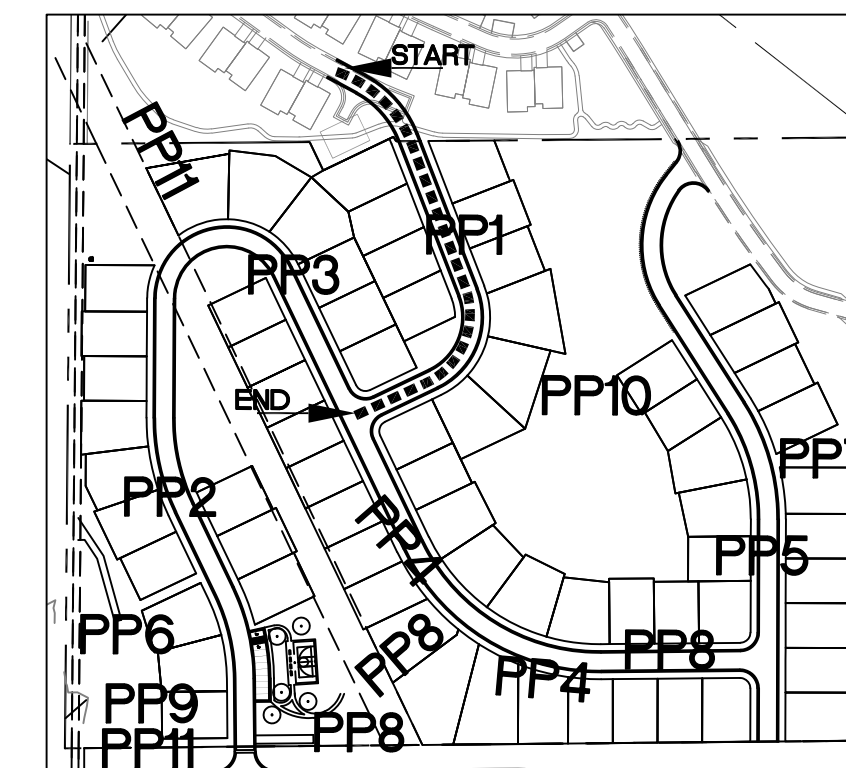
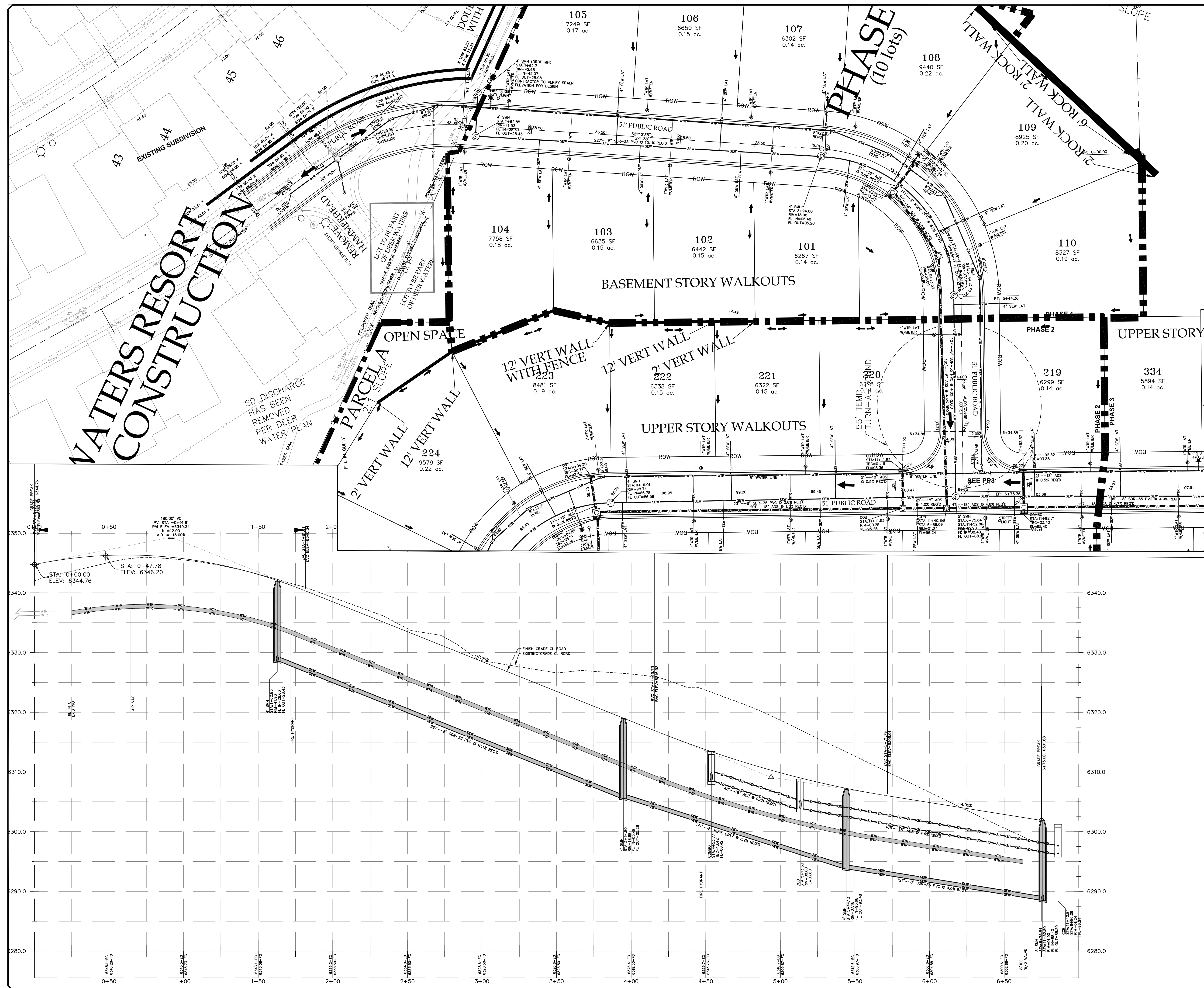


**LEGEND**


|                      |                          |
|----------------------|--------------------------|
| SEWER LINE           | EXISTING SEWER LINE      |
| SEWER APPARATUS      | EXISTING STORM LINE      |
| STORM LINE           | EXISTING DRAINAGE SWELL  |
| STORM APPARATUS      | EXISTING WATER LINE      |
| WATER LINE           | EXISTING IRRIGATION LINE |
| WATER APPARATUS      | EXISTING FENCE           |
| FIRE HYDRANT         | EXISTING CONTOURS (2 FT) |
| IRRIGATION APPARATUS | 15' FINISH CONTOUR       |
| DRAINAGE APPARATUS   | 2' FINISH CONTOUR        |
|                      | 10' FINISH CONTOUR       |
|                      | PROPOSED TRAIL           |
|                      | PROPOSED OPEN SPACE      |
|                      | DRAINAGE DIRECTION       |





[illegible]

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWKES |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=30' |



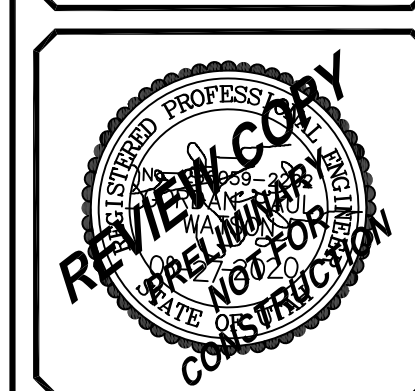
**GATEWAY CONSULTING, Inc.**  
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PH: (801) 694-5848 FAX: (801) 432-7050  
paul@gatewayconsultingllc.com

---

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CONSTRUCTION MANAGEMENT**

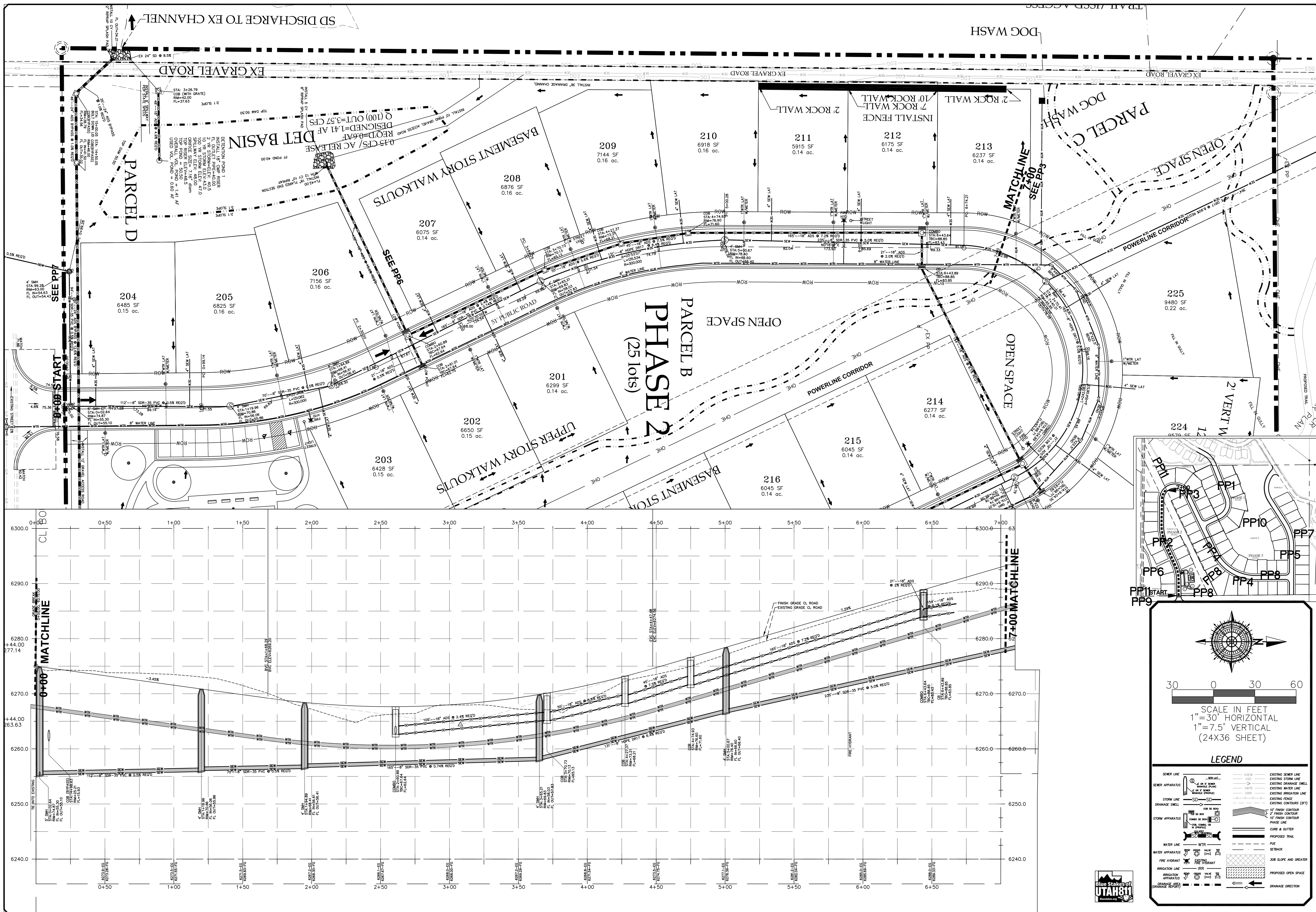
LAKEVIEW ESTATES  
PLAN and PROFILE  
ROAD 3-3  
PRINT DATE: 8-27-2020

HIDEOUT  
TOWN




SHEET NO. PP1



[illegible]

|               |         |
|---------------|---------|
| ORIG. DATE:   | 7-1-19  |
| SURVEY BY:    | HAWKES  |
| DRAWN BY :    | GPW     |
| DESIGNED BY : | GPW     |
| CHECKED BY :  | GPW     |
| SCALE :       | 1"= 30' |

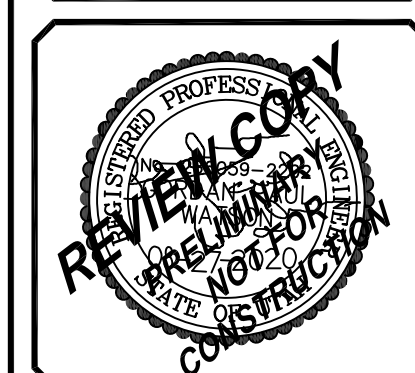
**GATEWAY CONSULTING, Inc.**  
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PH: (801) 694-5848 FAX: (801) 432-7050  
*paud@gatewayconsultingllc.com*

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CONSTRUCTION MANAGEMENT**

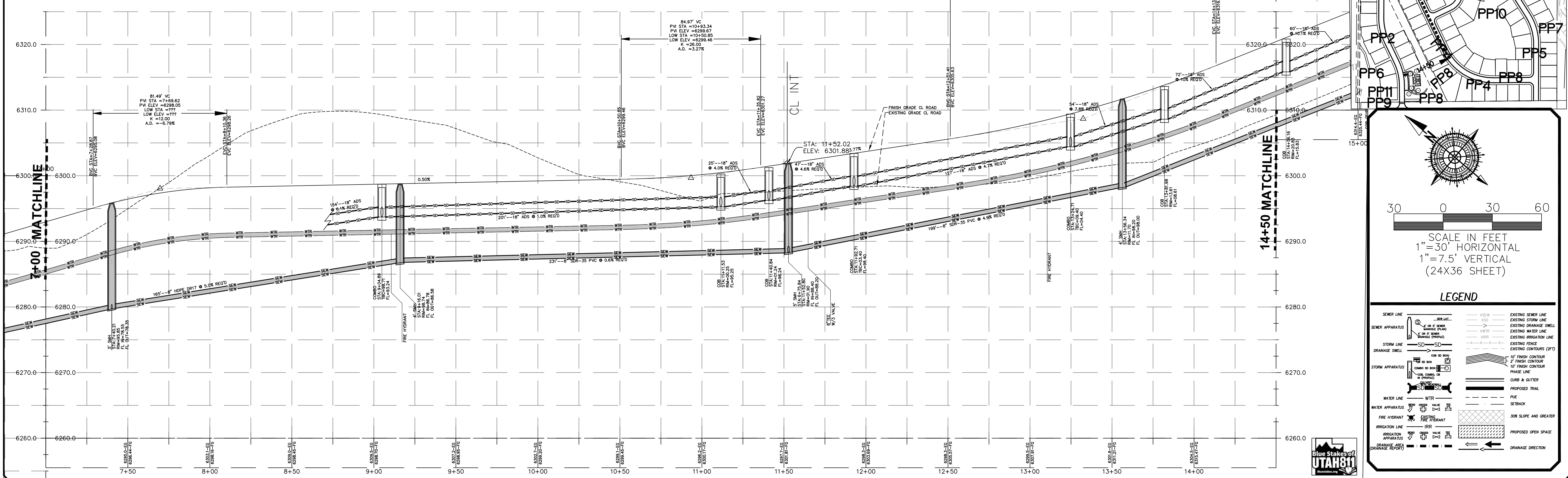
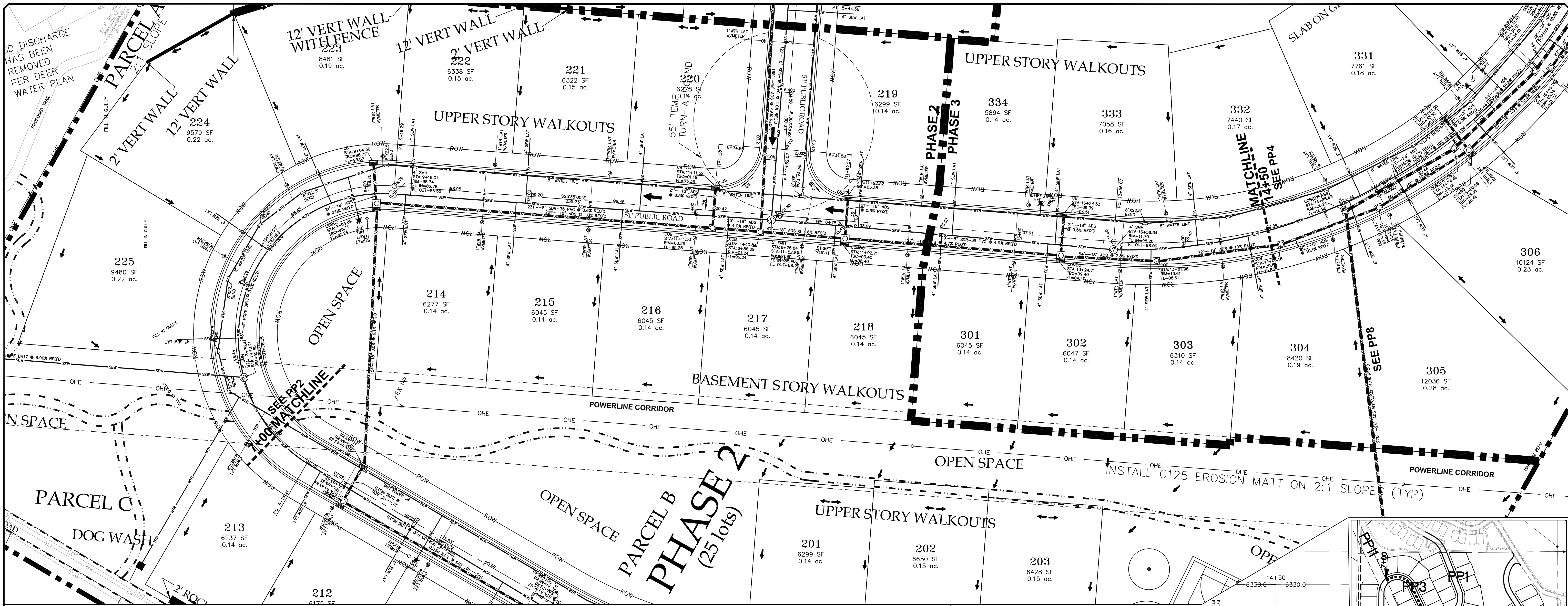
LAKEVIEW ESTATES  
PLAN and PROFILE  
ROAD 3-2  
STA: 0+00 to 7+00  
PRINT DATE: 8-27-2020

HIDEOUT  
TOWN



SHEET NO. PP2





| NO.    | DESCRIPTION | DATE | APP'D |
|--------|-------------|------|-------|
| 3-1-17 | GPW         |      |       |

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWES  |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=30' |

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paul@gatewayconsultinginc.com

**CIVIL ENGINEERING CONSULTING LAND PLANNING**  
CONSTRUCTION MANAGEMENT

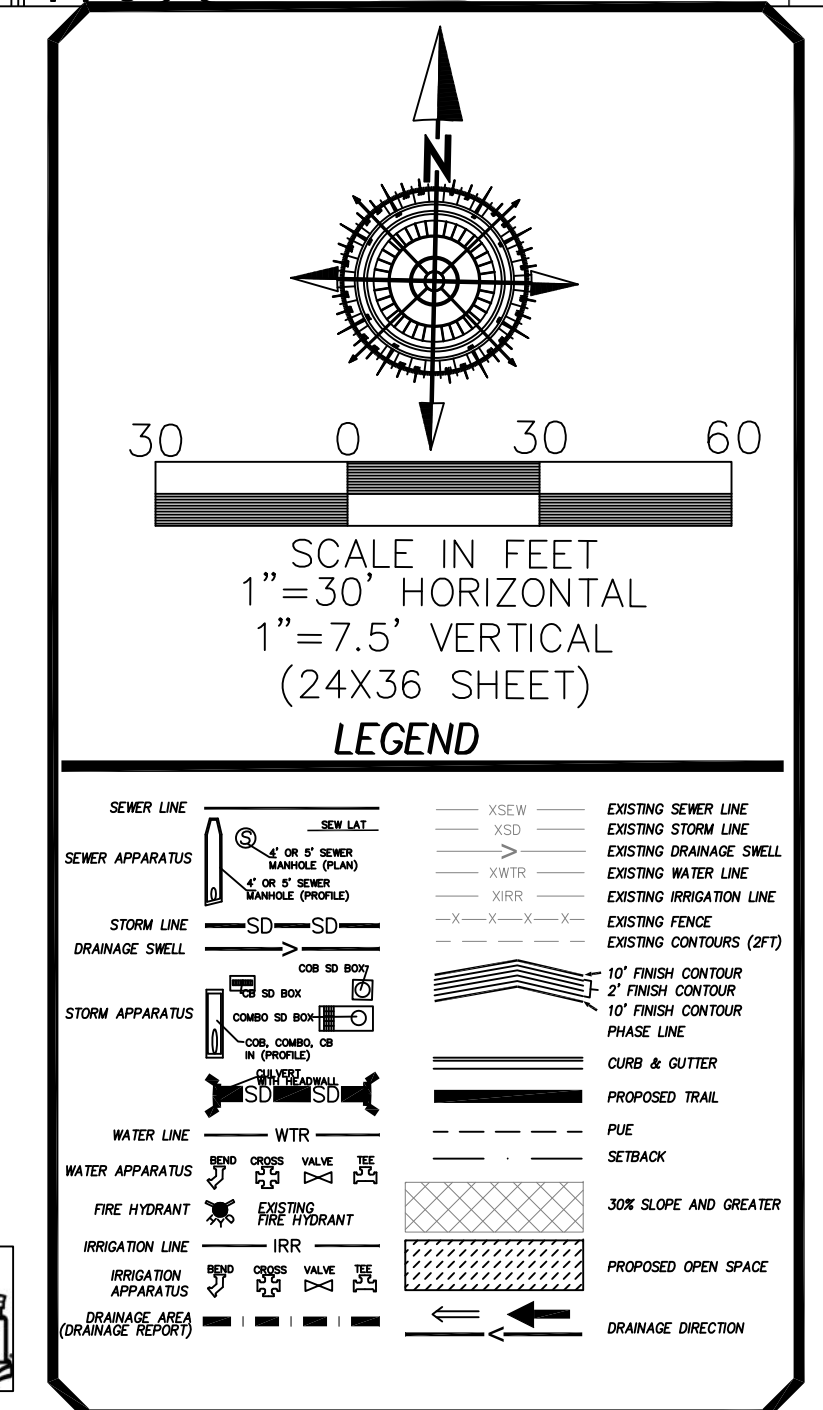
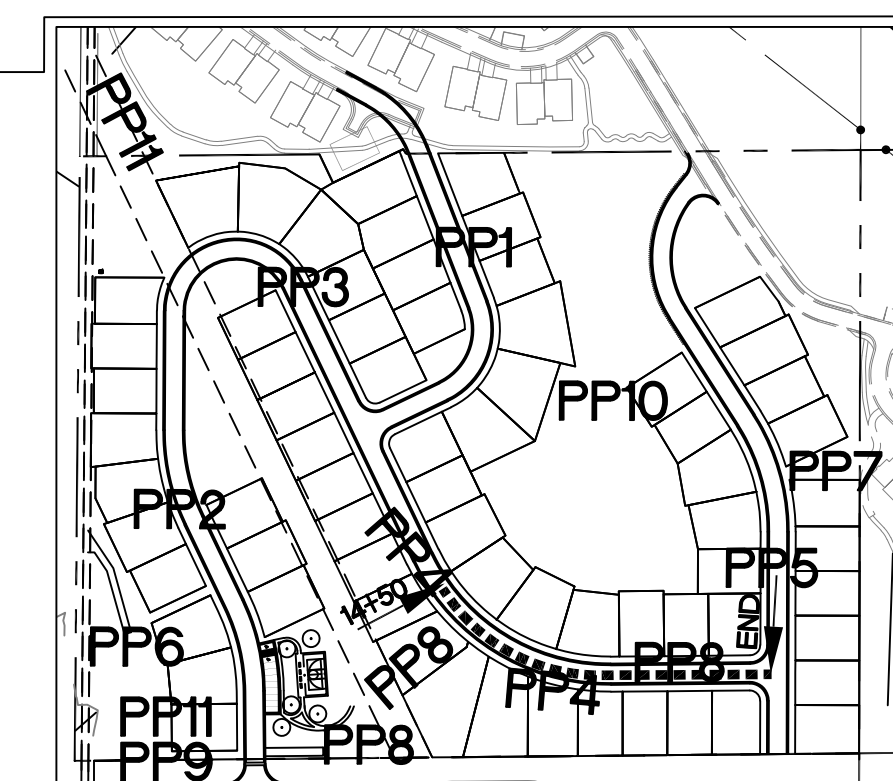
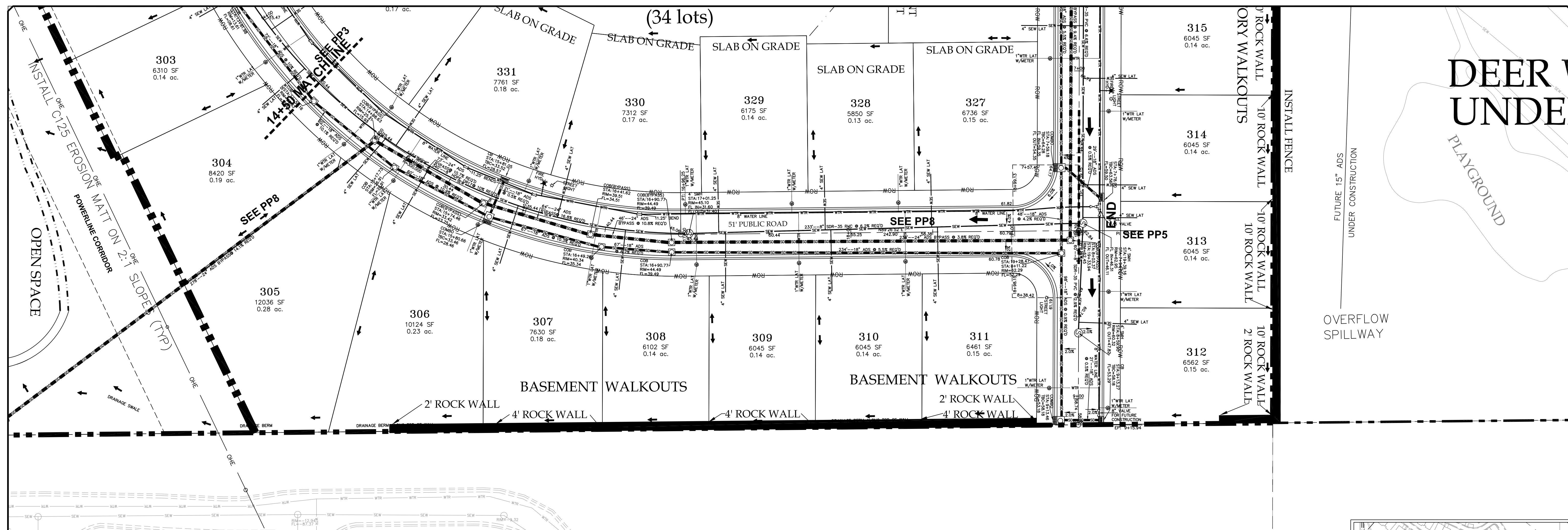
**LAKEVIEW ESTATES**  
**PLAN and PROFILE**  
**ROAD 3-2**  
**STA: 7+00 to 14+50**  
**PRINT DATE: 8-27-2020**

**HIDEOUT TOWN**

**REVIEW COPY**  
**NOT FOR CONSTRUCTION**

SHEET NO. **PP3**





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Paul@gatewayconsultingllc.com

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CONSTRUCTION MANAGEMENT**

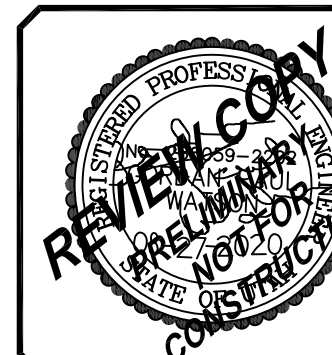
LAKEVIEW ESTATES

### PLAN and PROFILE

STA: 14+00 to END

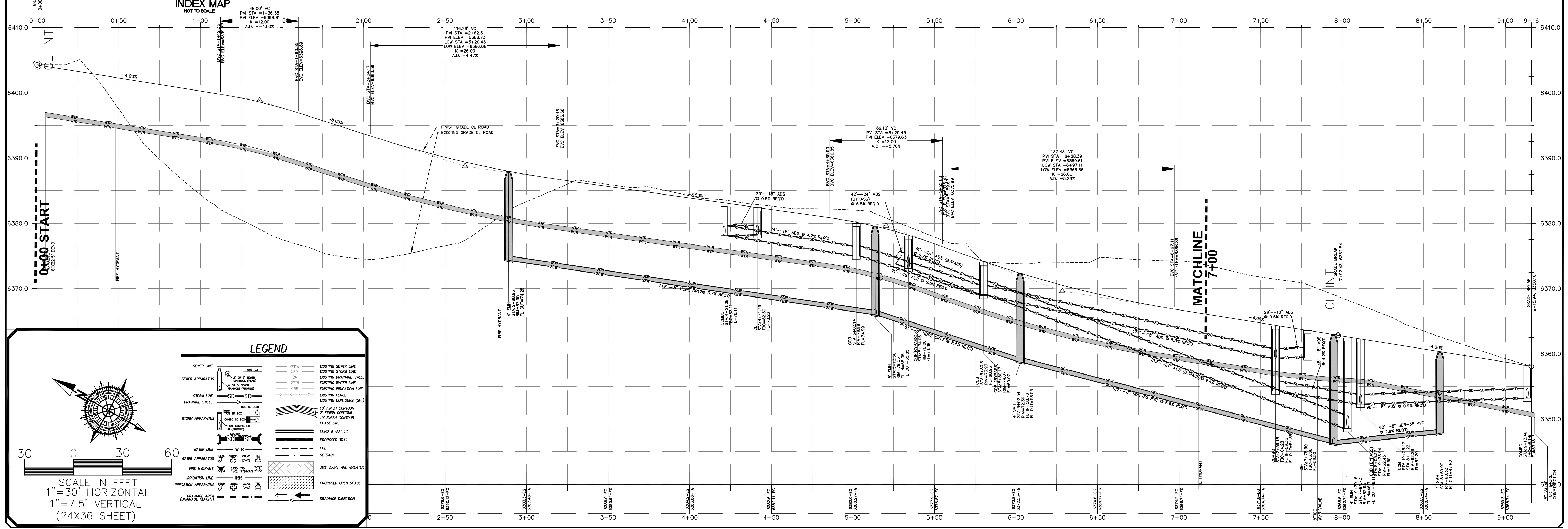
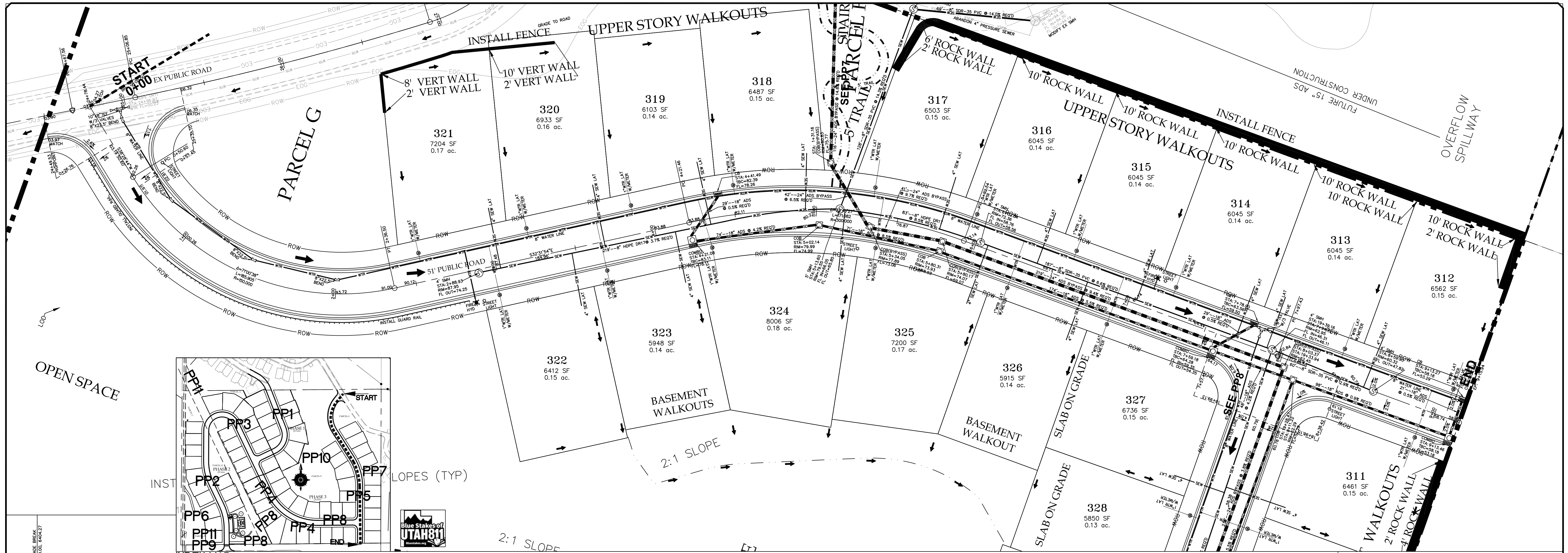
PRINT DATE: 8-27-2020

HIDEOUT  
TOWN



SHEET NO. PP4





| NO. | DESCRIPTION | DATE | APP'D |
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|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWKES |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=30' |

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**CONSTRUCTION MANAGEMENT**

**LAKEVIEW ESTATES**  
**PLAN and PROFILE**  
**ROAD 3-1**

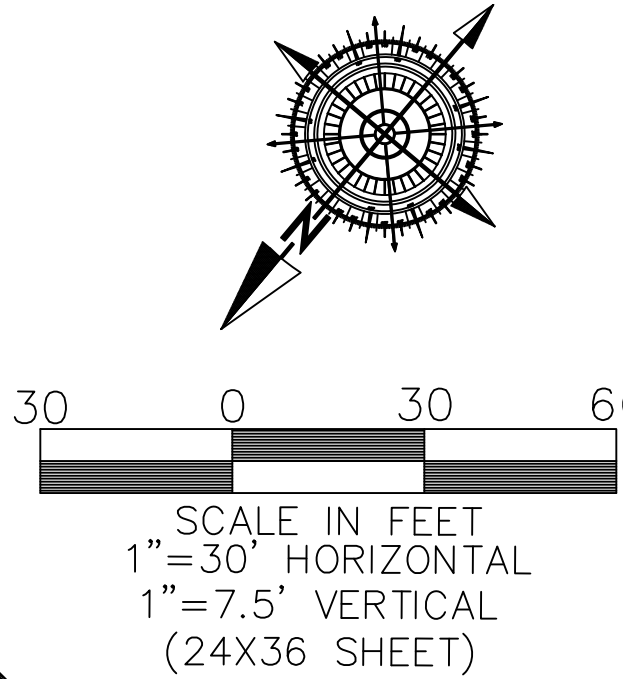
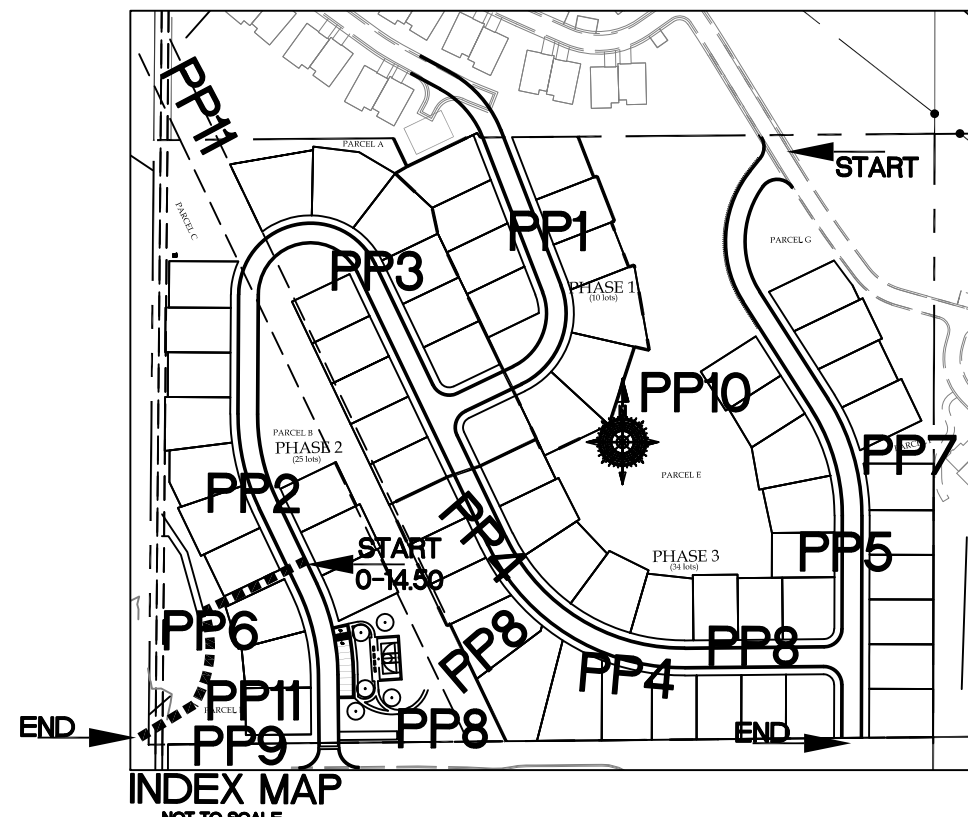
PRINT DATE: 8-27-2020

**HIDEOUT**  
TOWN

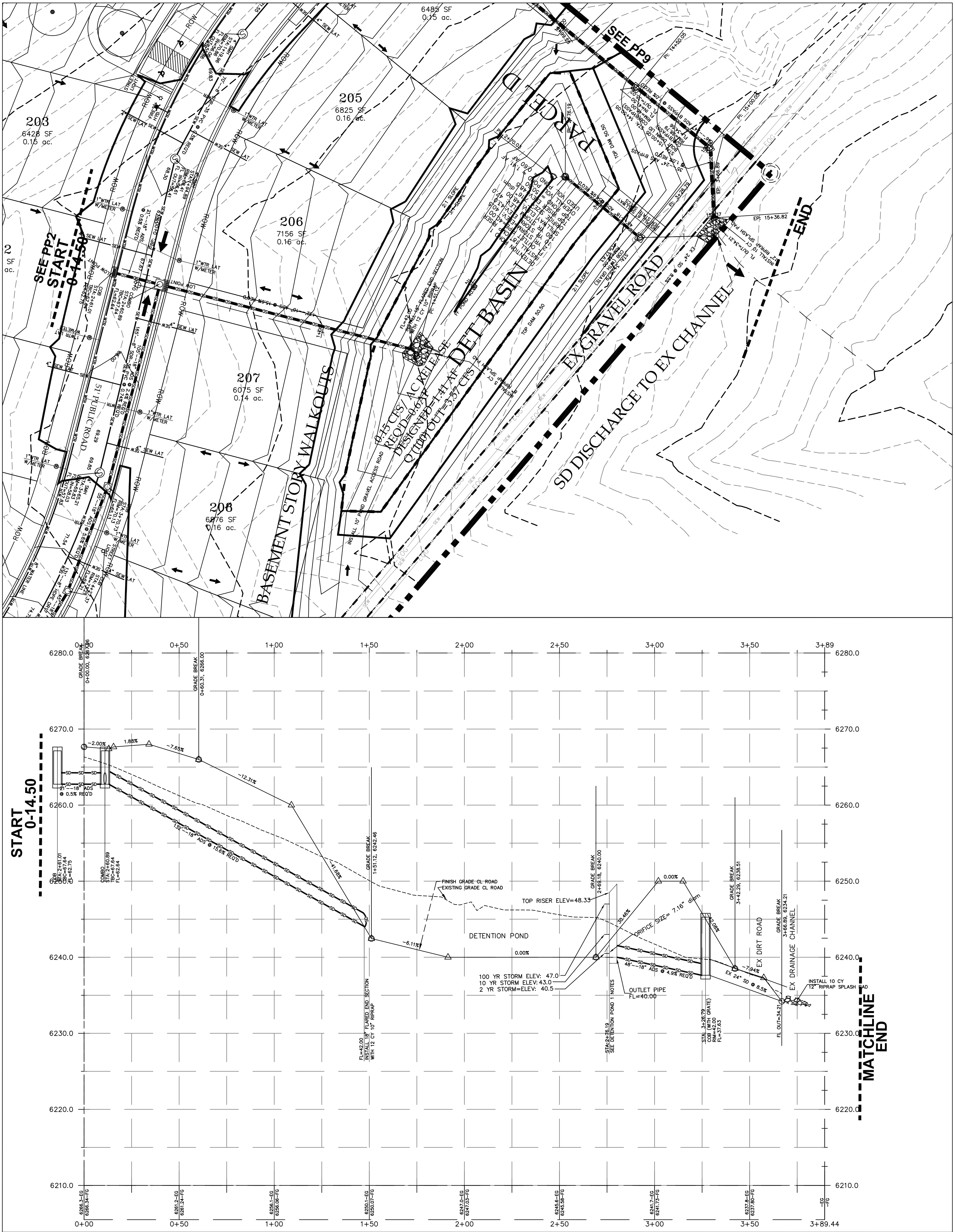
**REVIEW COPY**  
**DATE 10/2/2020**  
**CONTRACT NO.**

SHEET NO. **PP5**



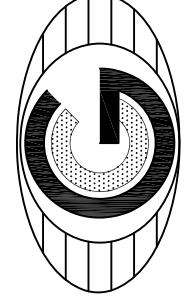


| LEGEND                           |                              |
|----------------------------------|------------------------------|
| SEWER LINE                       | SEW LAT                      |
| SEWER APPARATUS                  | 2" or 4" S.W. MANHOLE (PLAN) |
| STORM LINE                       | SD                           |
| DRAINAGE SHELL                   | SD                           |
| STORM APPARATUS                  | SD                           |
| WATER LINE                       | WTR                          |
| WATER APPARATUS                  | WTR                          |
| FIRE HYDRANT                     | FR                           |
| IRRIGATION LINE                  | IRR                          |
| IRRIGATION APPARATUS             | IRR                          |
| DRAINAGE AREA (DRAINAGE RESERV.) | DR                           |
| EXISTING SEWER LINE              | SEW                          |
| EXISTING STORM LINE              | SD                           |
| EXISTING DRAINAGE SHELL          | SD                           |
| EXISTING WATER LINE              | WTR                          |
| EXISTING IRRIGATION LINE         | IRR                          |
| EXISTING FENCE                   | FE                           |
| EXISTING CONTOURS (5 FT)         | 5' CONTOUR                   |
| 10' FINISH CONTOUR               | 10' CONTOUR                  |
| 2' FINISH CONTOUR                | 2' CONTOUR                   |
| 10' FINISH CONTOUR               | 10' CONTOUR                  |
| PHASE LINE                       | PL                           |
| CURB & GUTTER                    | CG                           |
| PROPOSED TRAIL                   | PT                           |
| PIKE                             | PK                           |
| SETBACK                          | SB                           |
| 30% SLOPE AND GREATER            | 30% SLOPE                    |
| PROPOSED OPEN SPACE              | POS                          |
| DRAINAGE DIRECTION               | DD                           |



| NO. | DESCRIPTION | DATE | APP'D |
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|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWKES |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=30' |



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LAKEVIEW ESTATES

PLAN and PROFILE

DETENTION POND

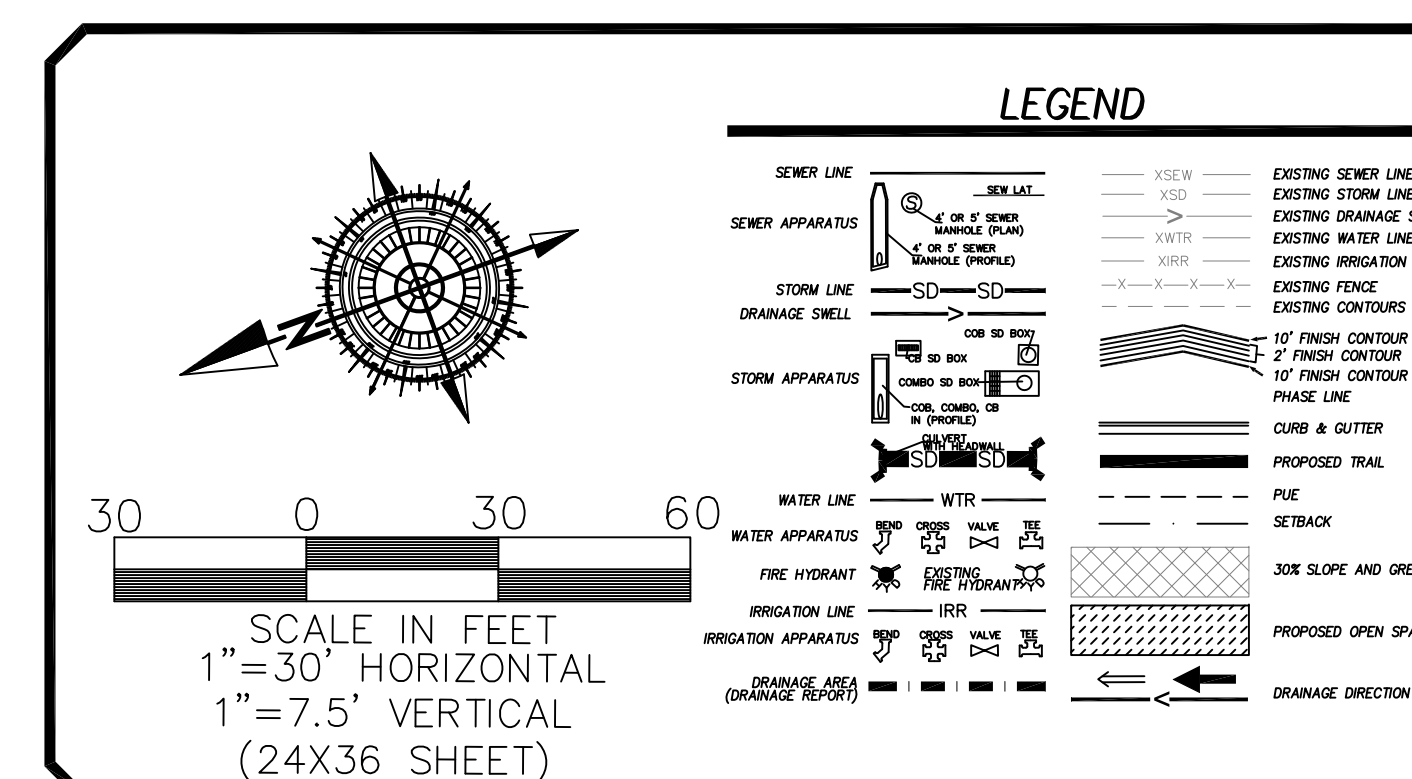
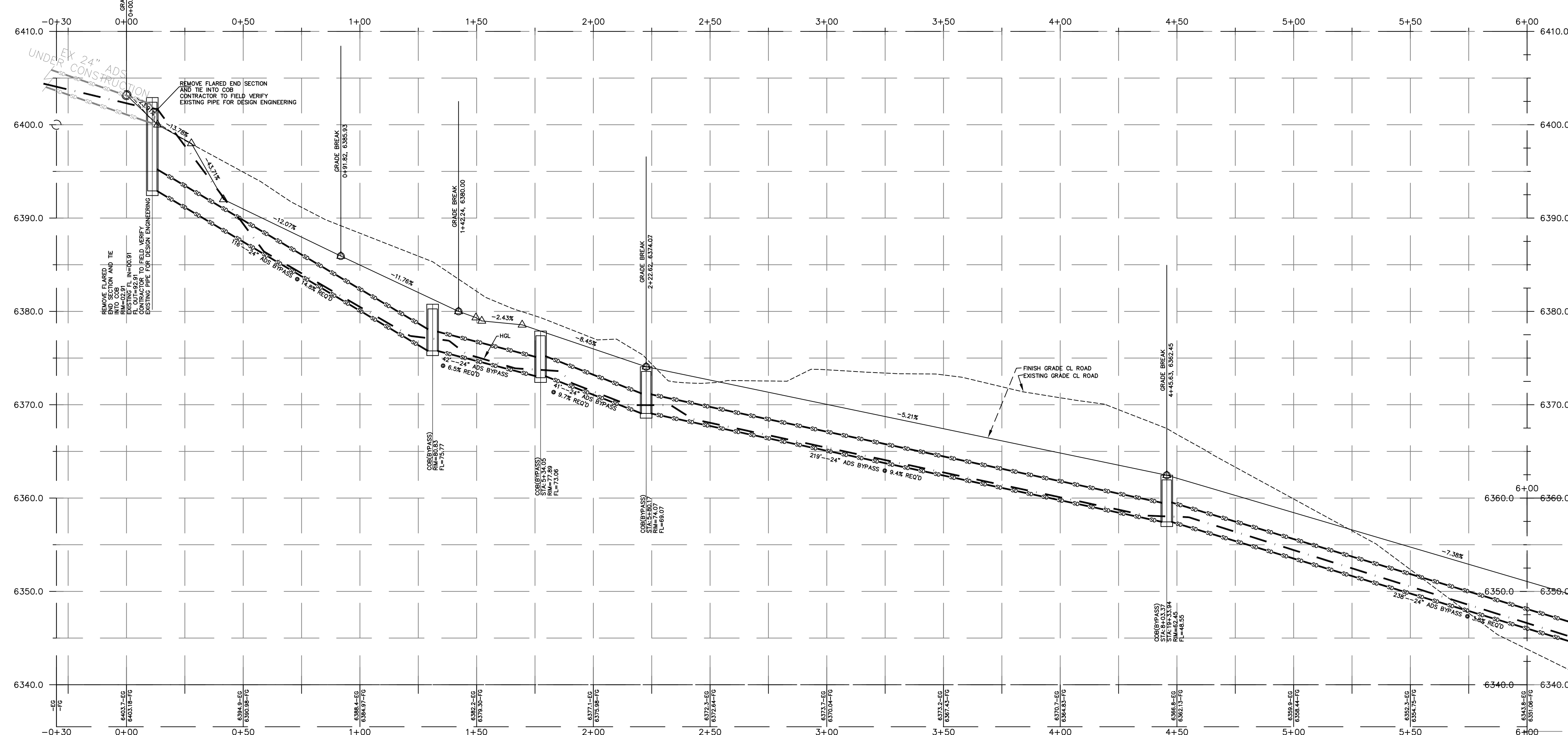
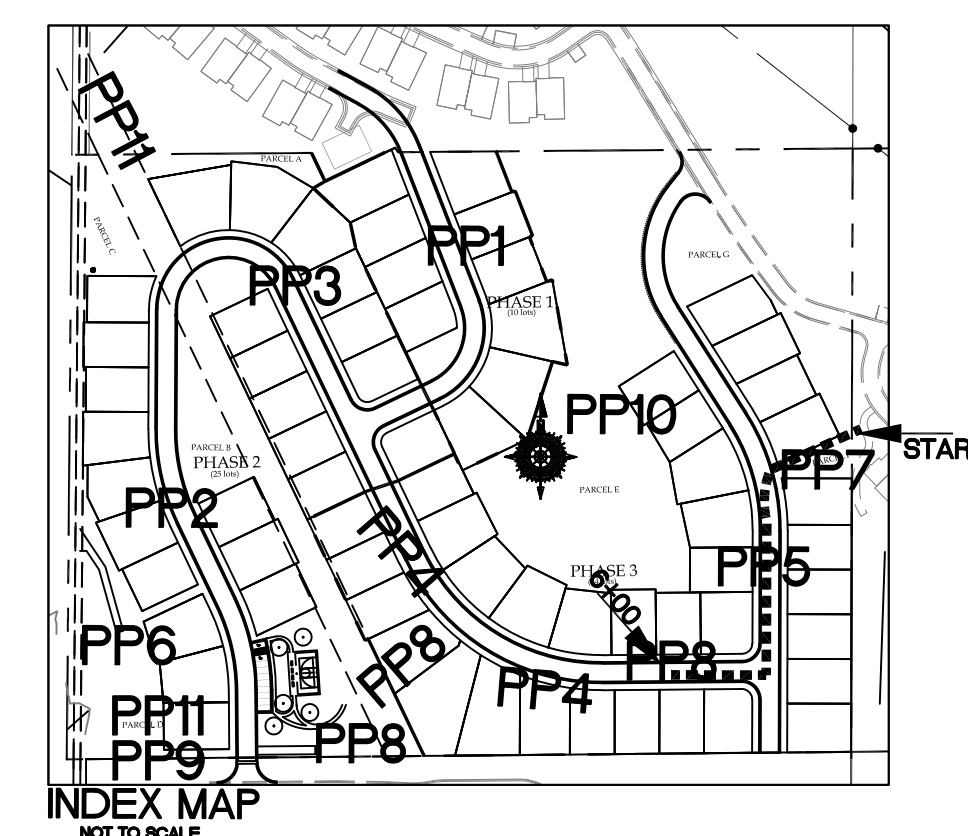
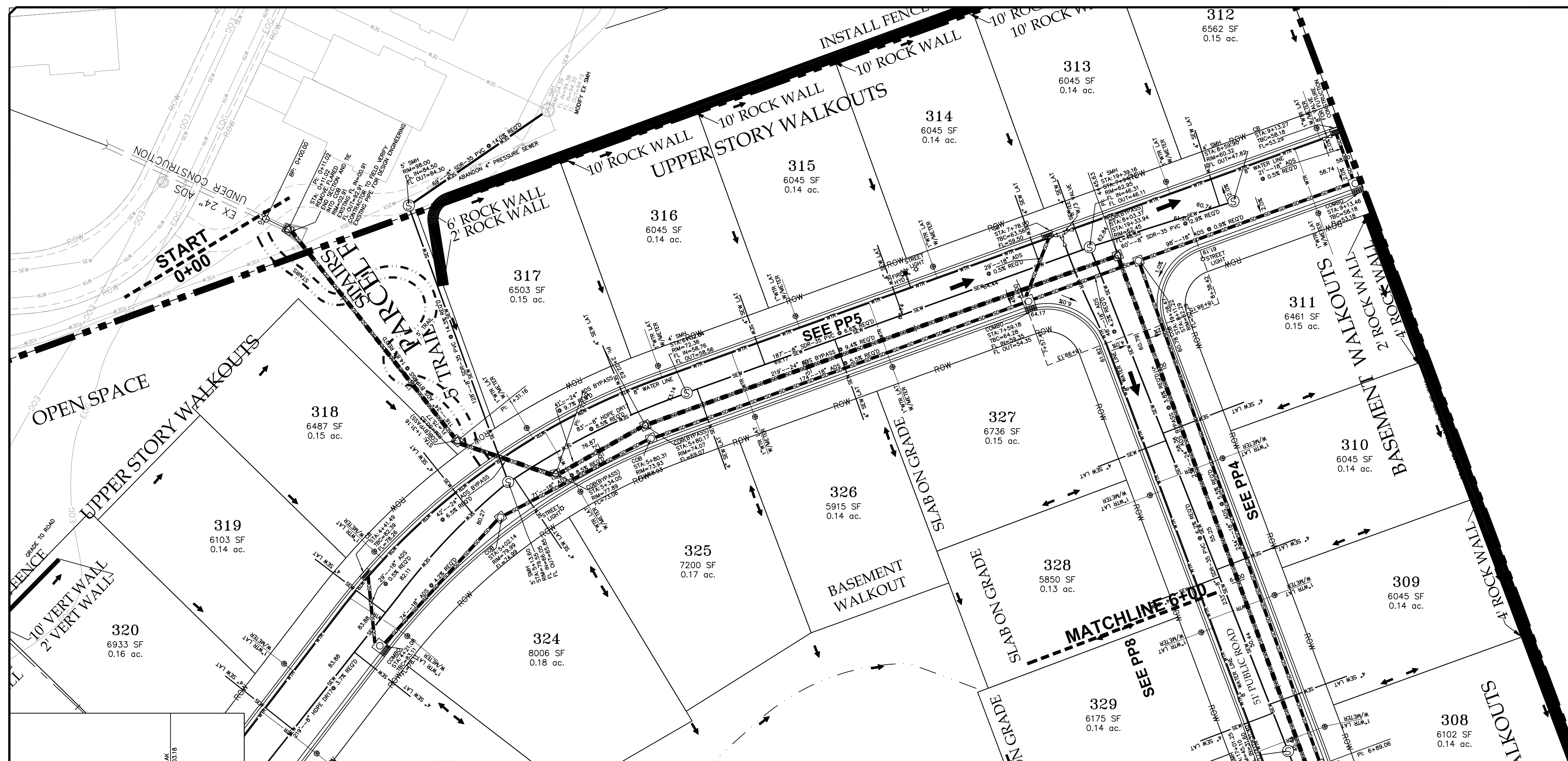
PRINT DATE: 8-27-2020

HIDEOUT TOWN

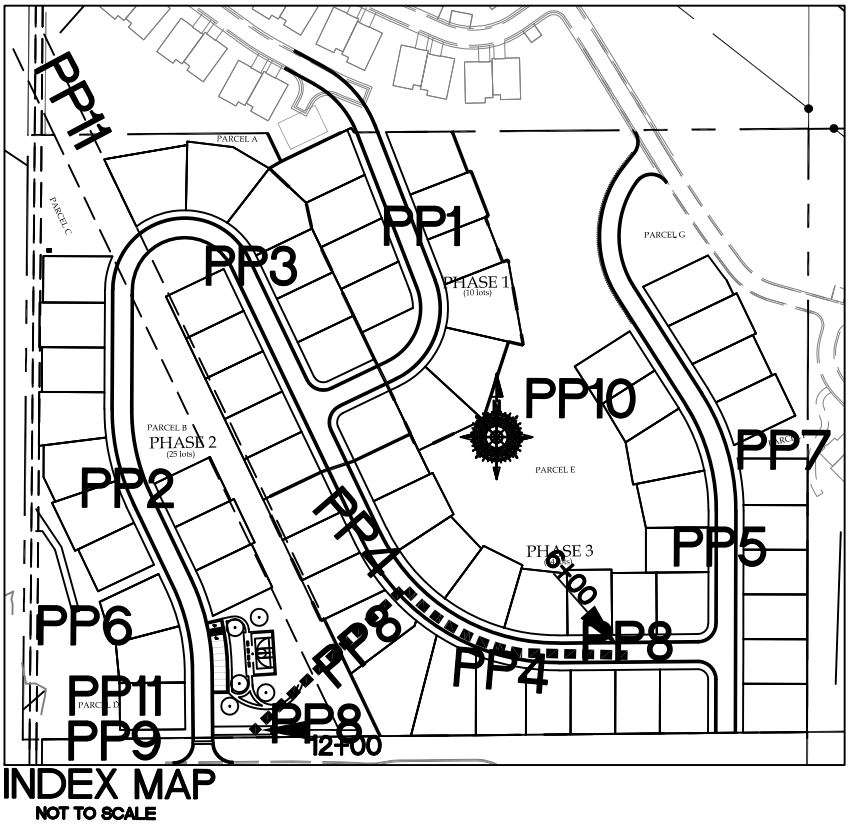
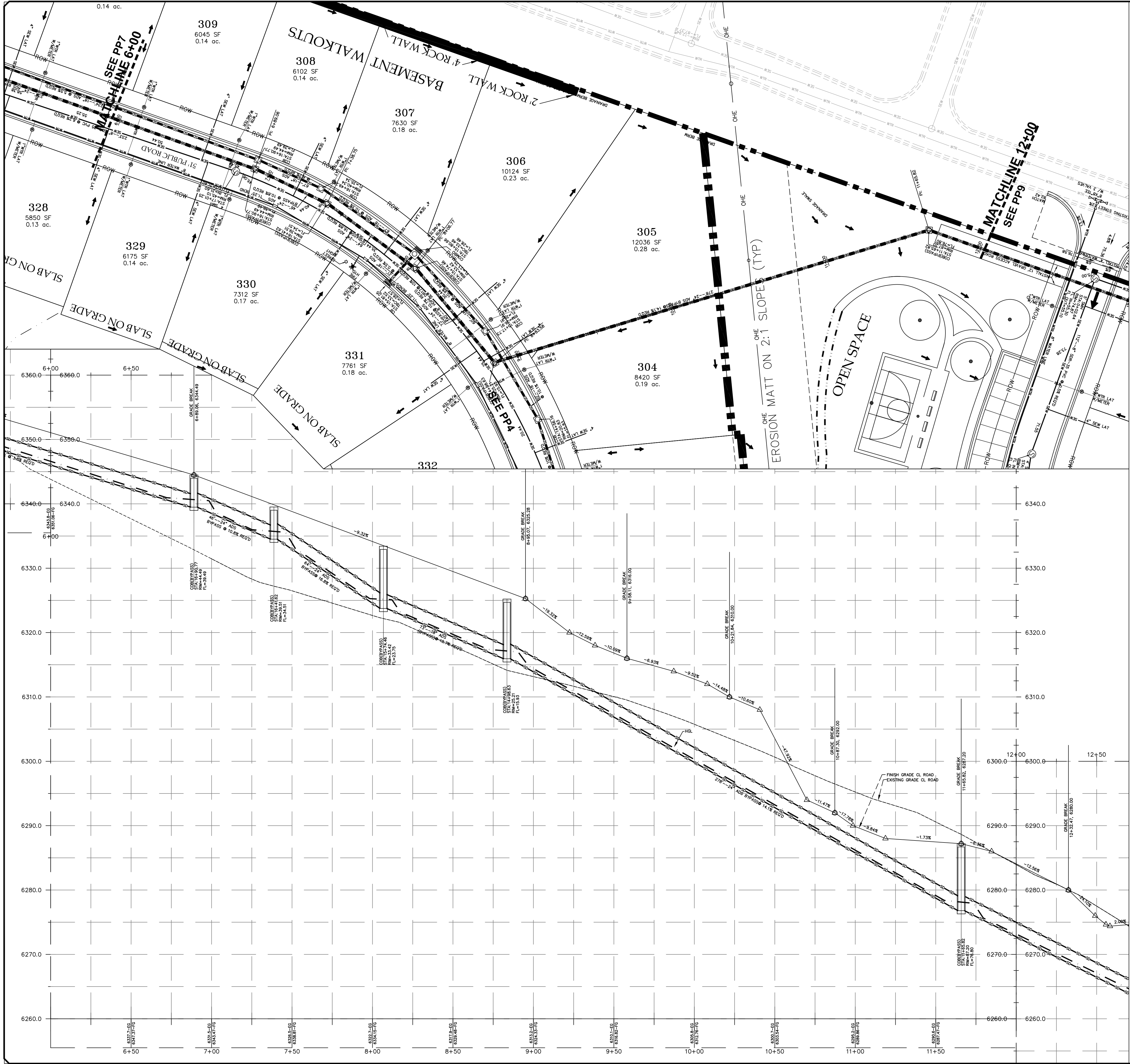


SHEET NO. PP6









SCALE IN FEET  
1"=30' HORIZONTAL  
1"=7.5' VERTICAL  
(24X36 SHEET)

**LEGEND**

|                      |                          |
|----------------------|--------------------------|
| SEWER LINE           | EXISTING SEWER LINE      |
| SEWER APPARATUS      | EXISTING STORM LINE      |
| STORM LINE           | EXISTING DRAINAGE SHEL   |
| DRAINAGE SHEL        | EXISTING WATER LINE      |
| STORM APPARATUS      | EXISTING IRRIGATION LINE |
| WATER LINE           | EXISTING CONTOURS (PT)   |
| FIRE HYDRANT         | 10' FINISH CONTOUR       |
| IRRIGATION APPARATUS | 2' FINISH CONTOUR        |
| DRAINAGE APPARATUS   | 10' FINISH CONTOUR       |

Blue Stakes of UTAH811

| NO. | DESCRIPTION | DATE | APP'D |
|-----|-------------|------|-------|
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|     |             |      |       |
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|     |             |      |       |
|     |             |      |       |

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWKES |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=30' |

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paul@gatewayconsultingllc.com

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CONSTRUCTION MANAGEMENT

LAKEVIEW ESTATES

PLAN and PROFILE

CANYON BYPASS STA: 6+00 to 12+00

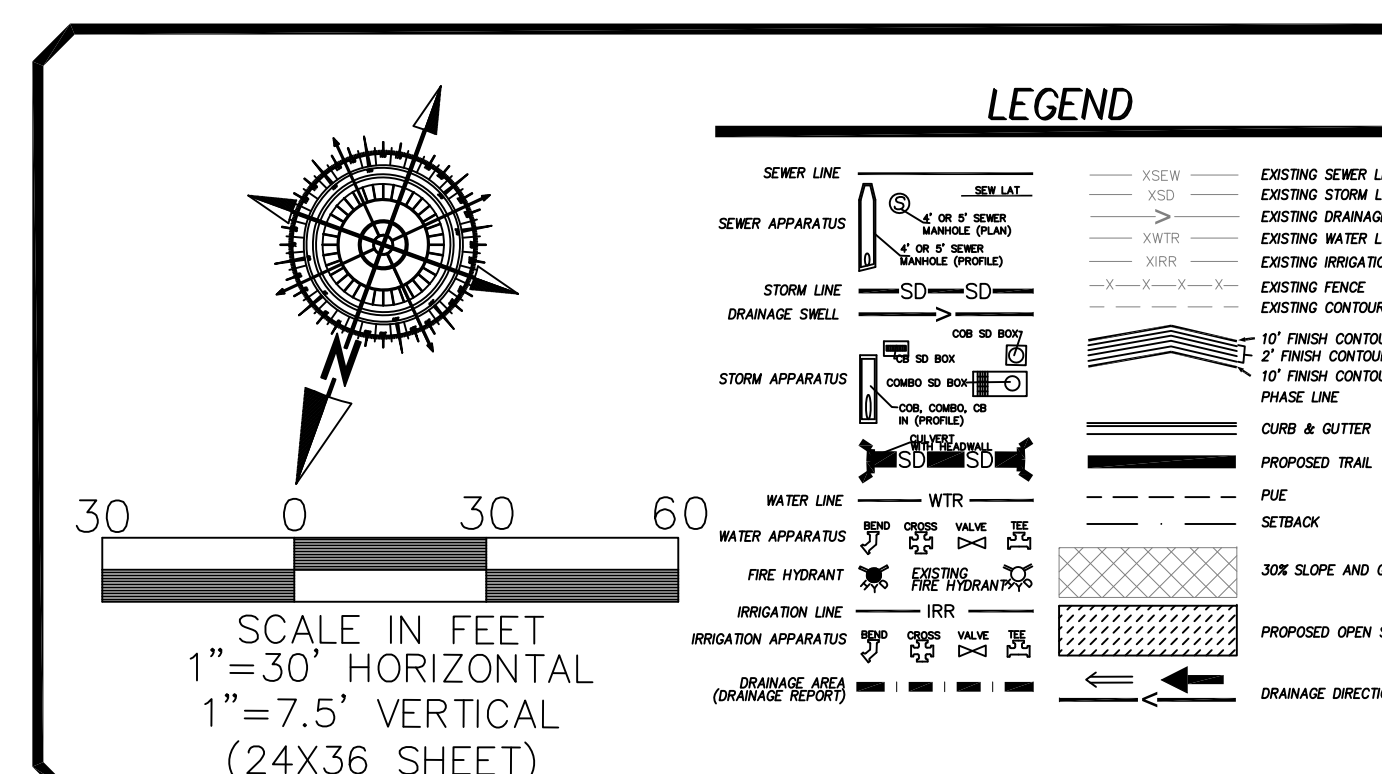
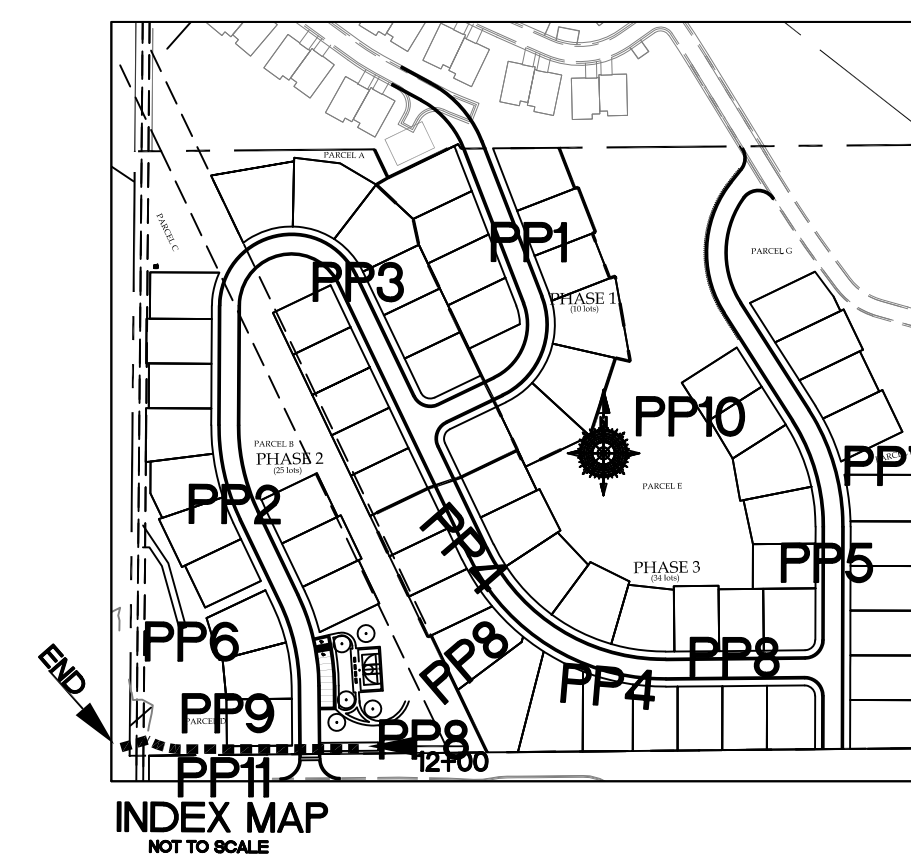
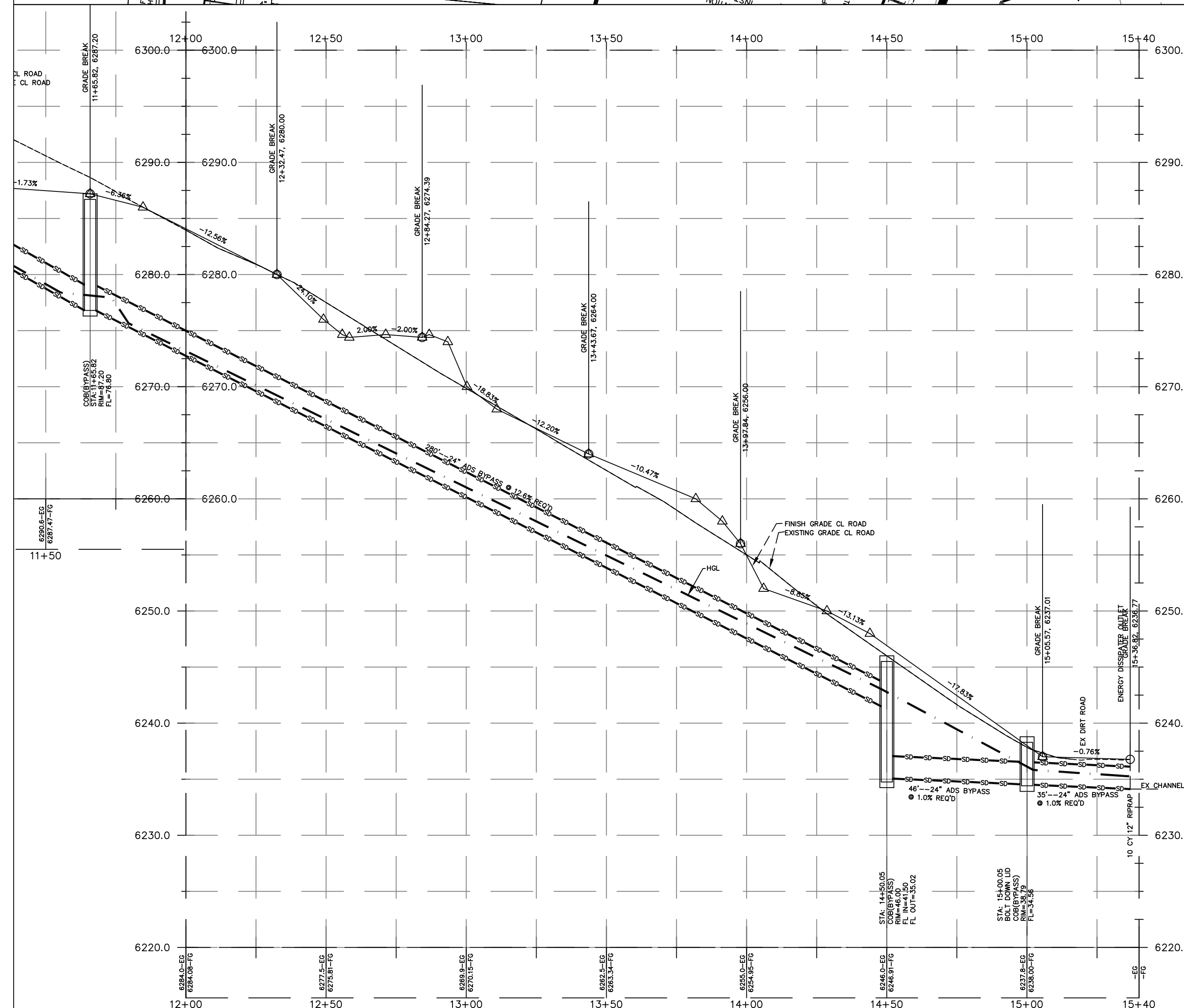
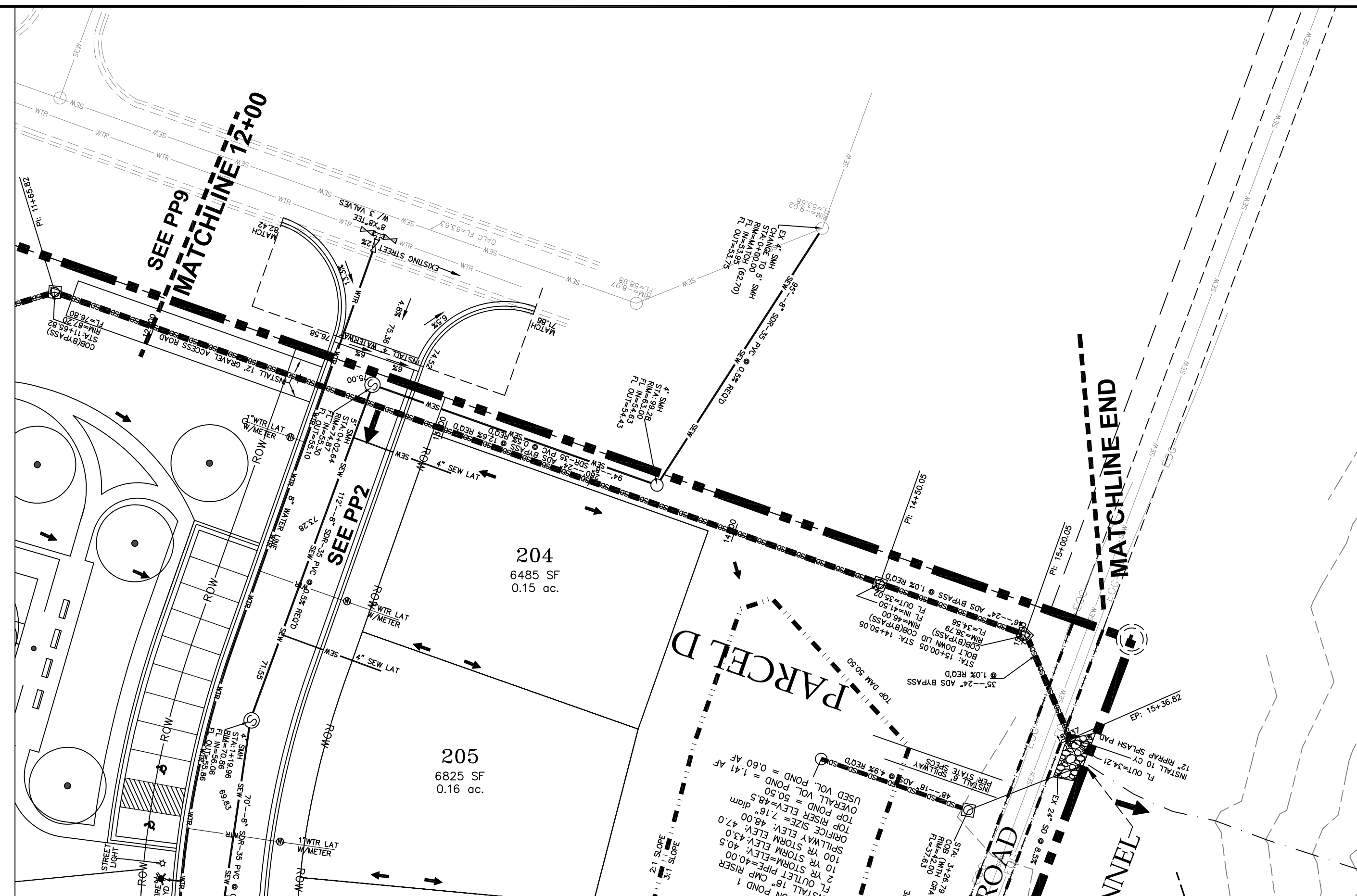
PRINT DATE: 8-27-2020

HIDEOUT  
TOWN



SHEET NO. PP8



[illegible]

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWKES |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | 1"=30' |

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P.O. BOX 95 10045 SOUTH JORDAN, UT 84095  
PH: (801) 694-5848 FAX: (801) 452-7050  
paul@gatewayconsultingllc.com

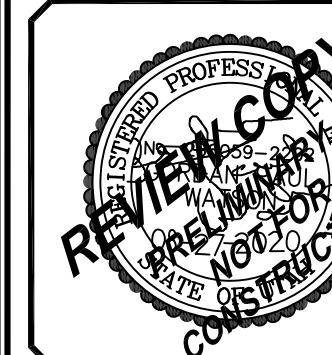
**CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT**

# LAKEVIEW ESTATES

PLAN and PROFILE

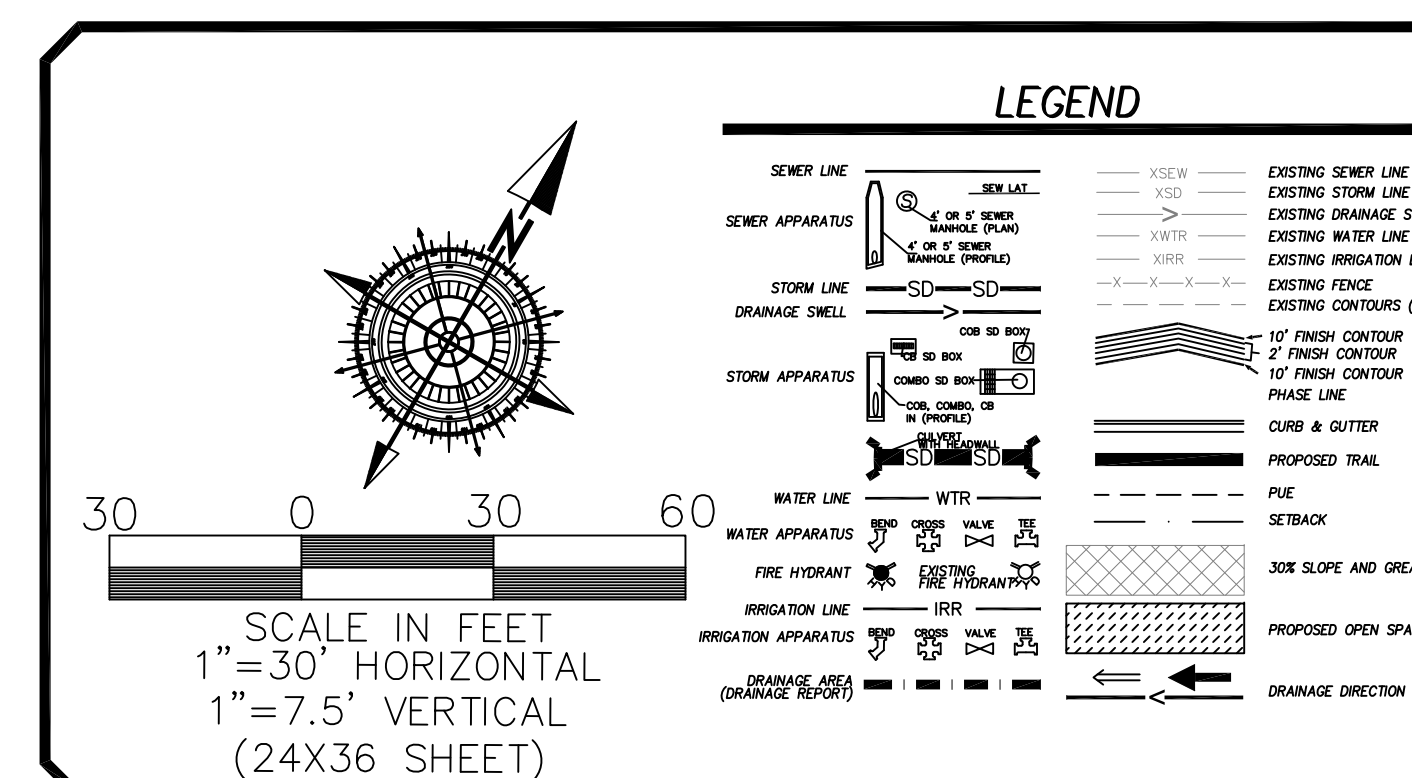
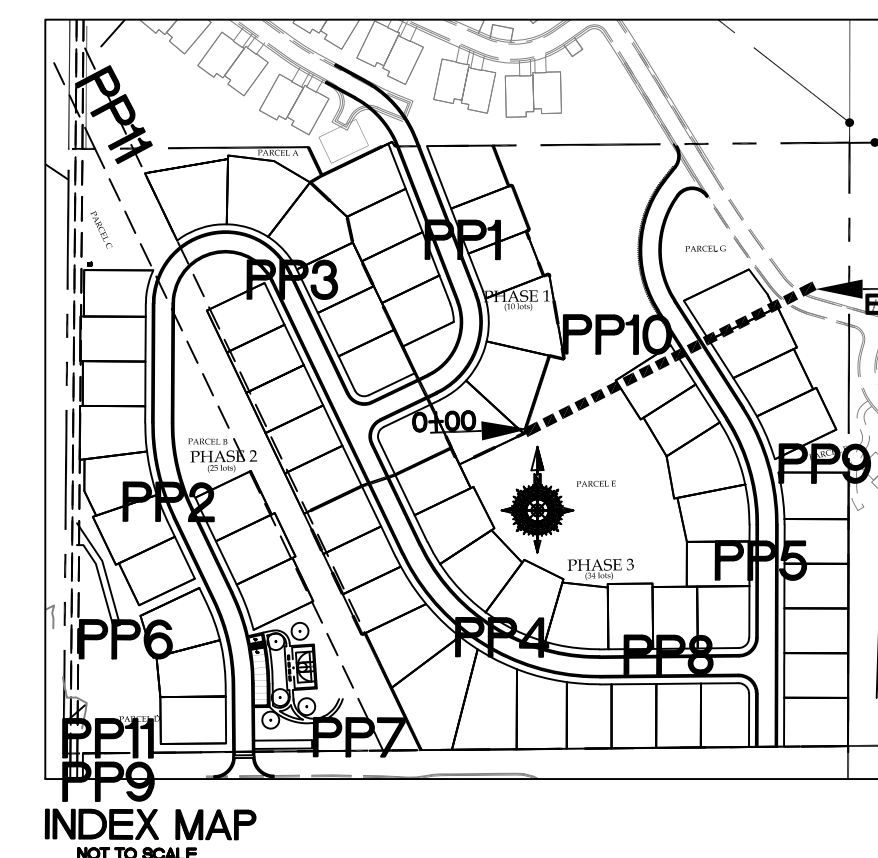
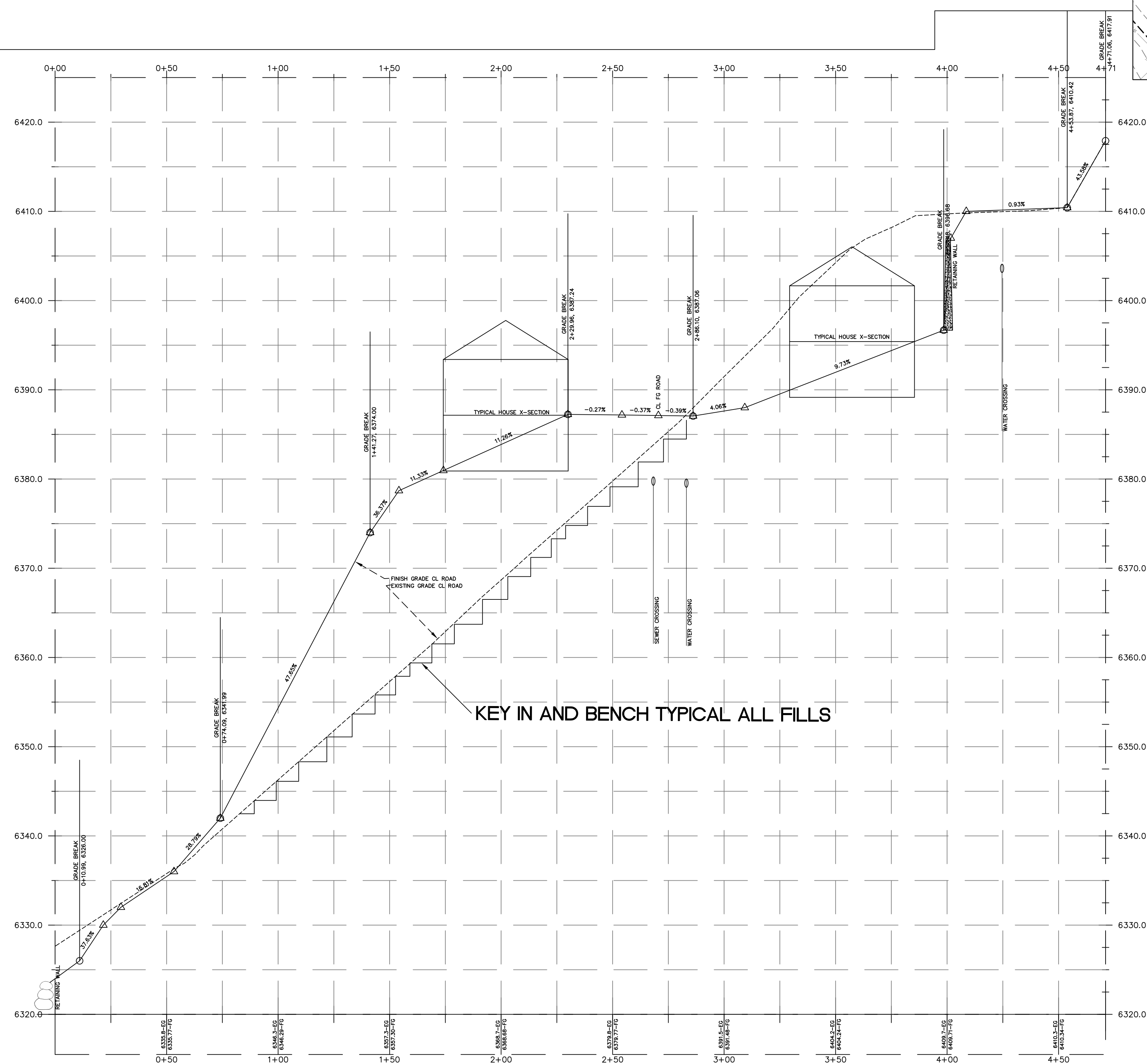
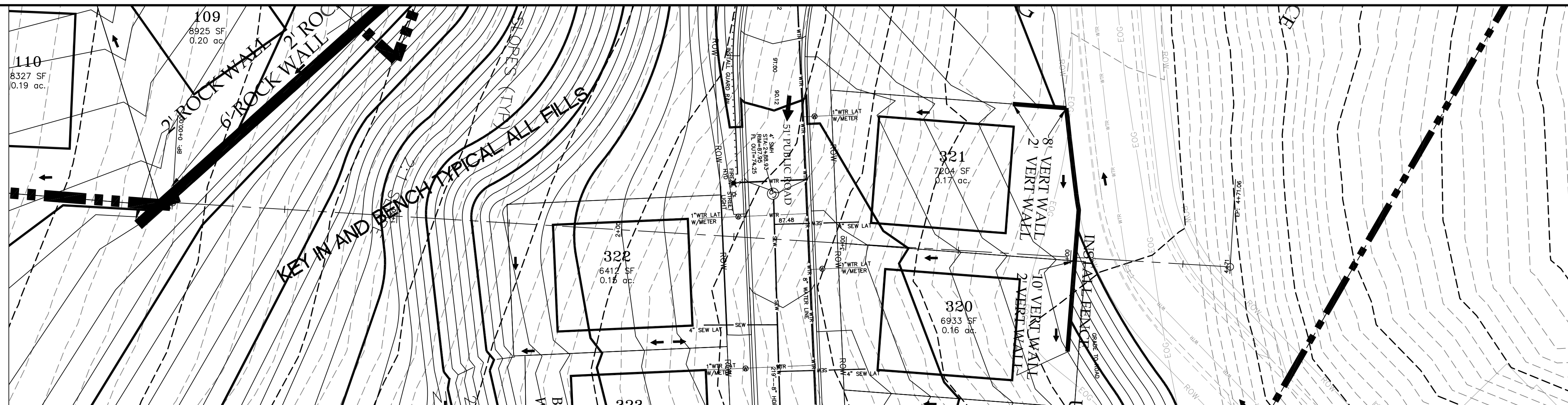
CANYON BYPASS STA: 12+00 to END

PRINT DATE: 8-27-2020


HIDEOUT  
TOWN

SHEET NO. PP



[illegible]

|              |          |
|--------------|----------|
| ORIG. DATE:  | 7-1-19   |
| SURVEY BY:   | HAWKES   |
| DRAWN BY:    | GPW      |
| DESIGNED BY: | GPW      |
| CHECKED BY:  | GPW      |
| SCALE:       | 1" = 30' |



**GATEWAY CONSULTING, Inc.**  
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paul@gatewayconsultingllc.com

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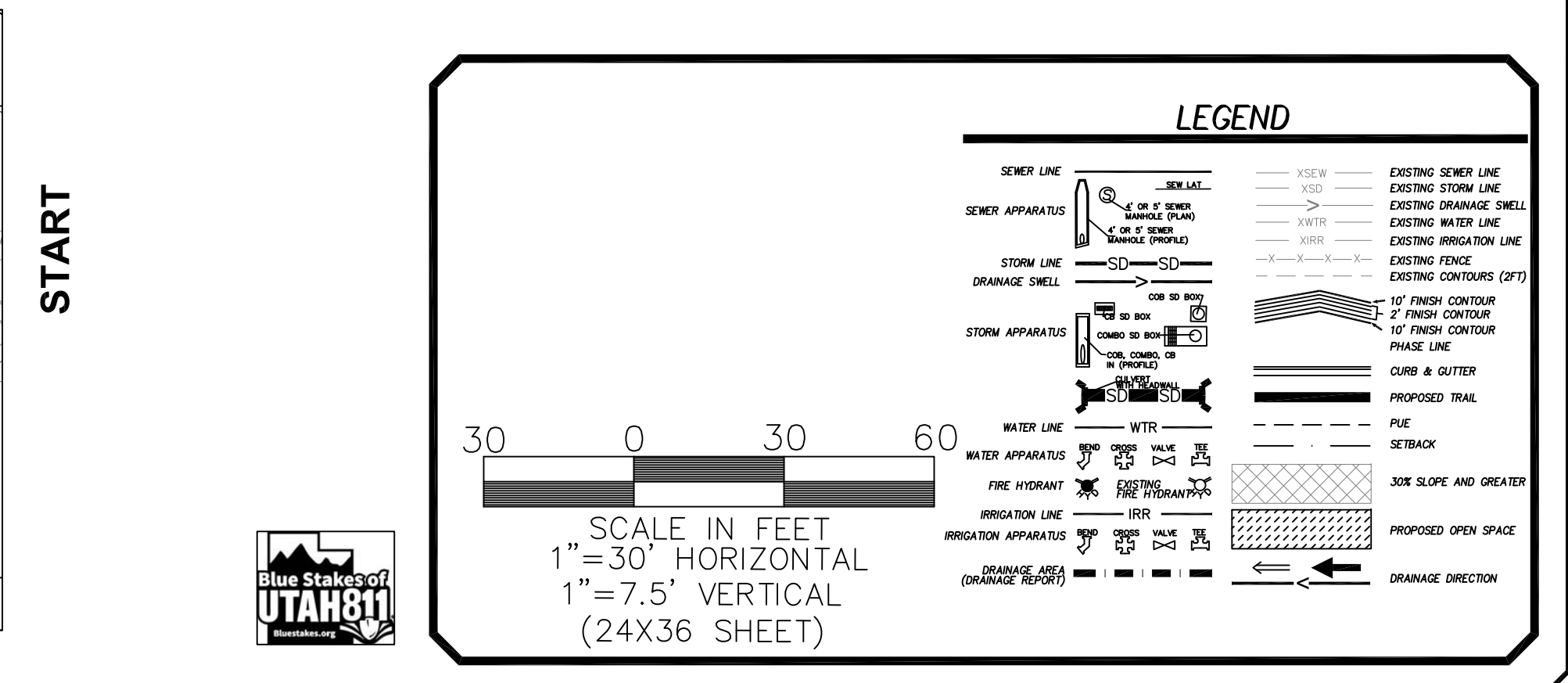
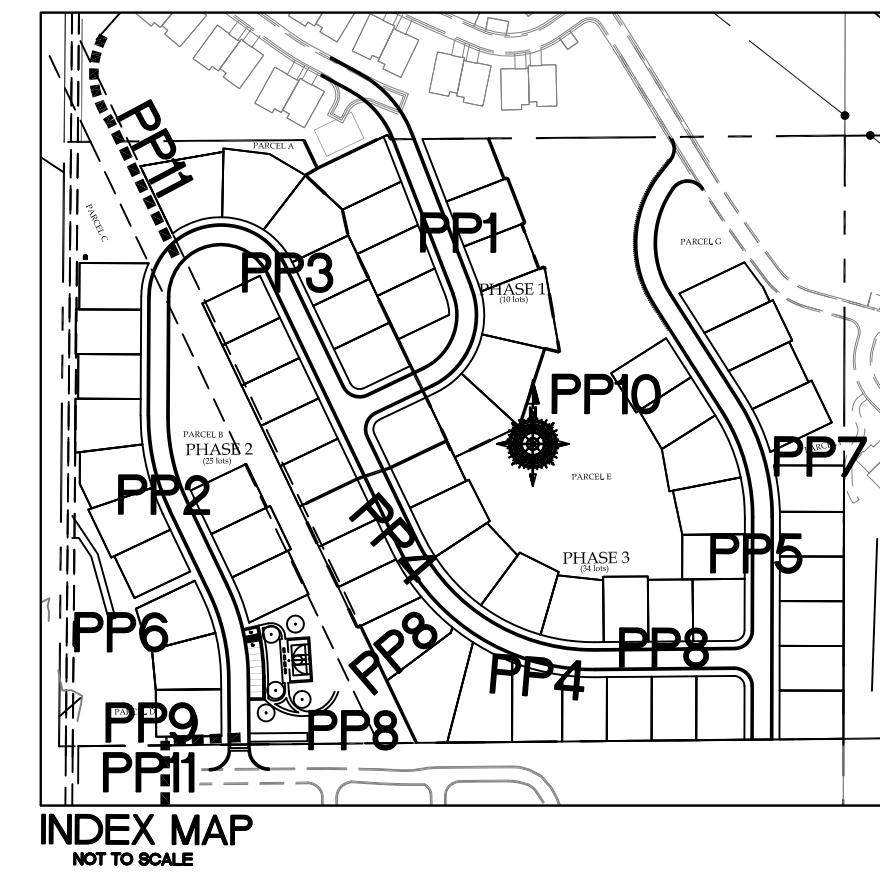
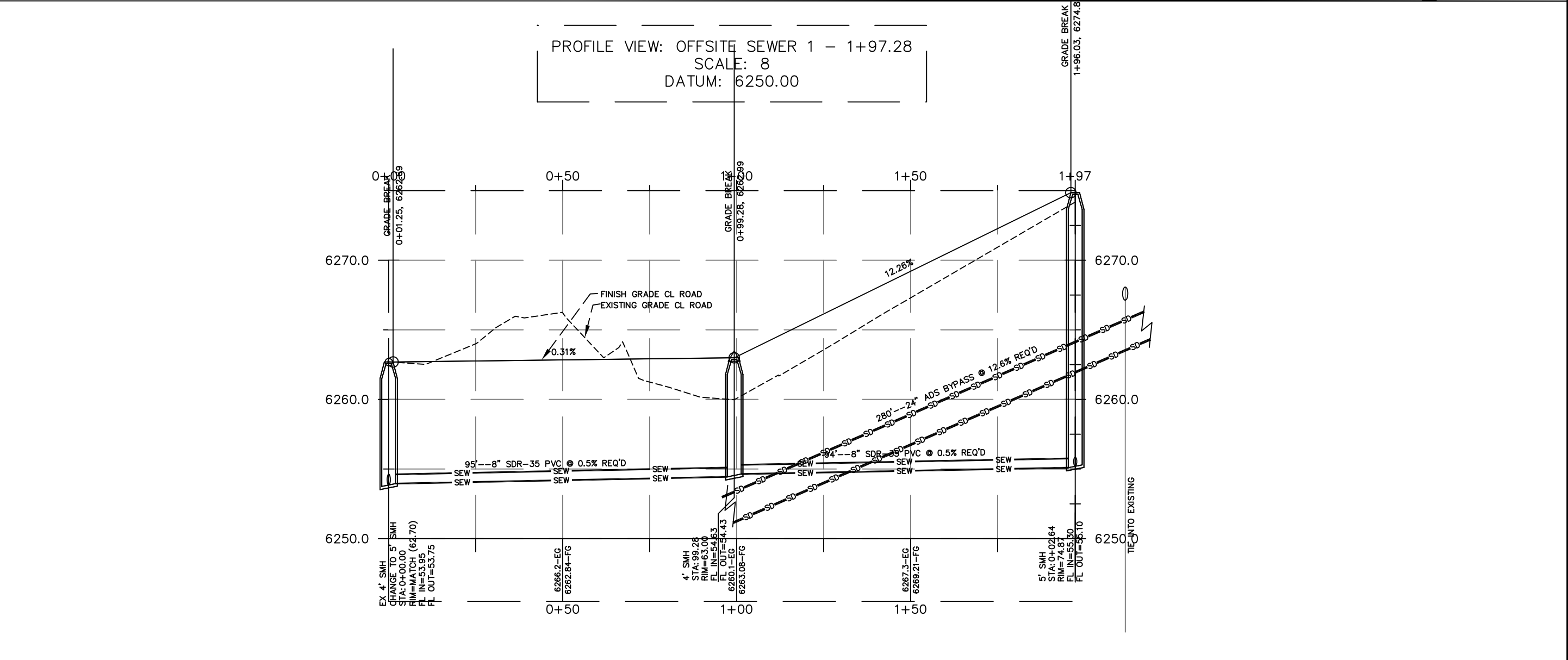
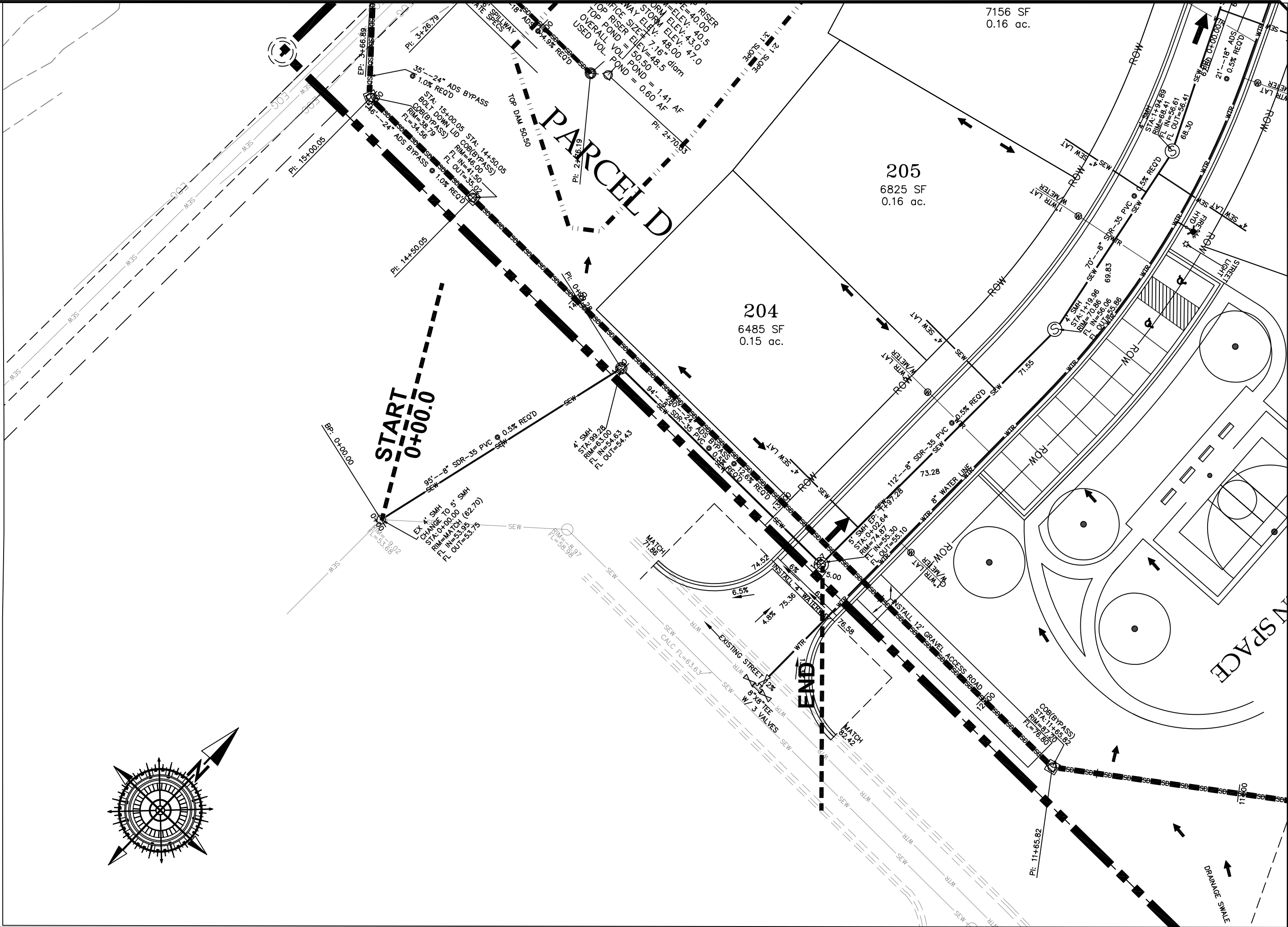
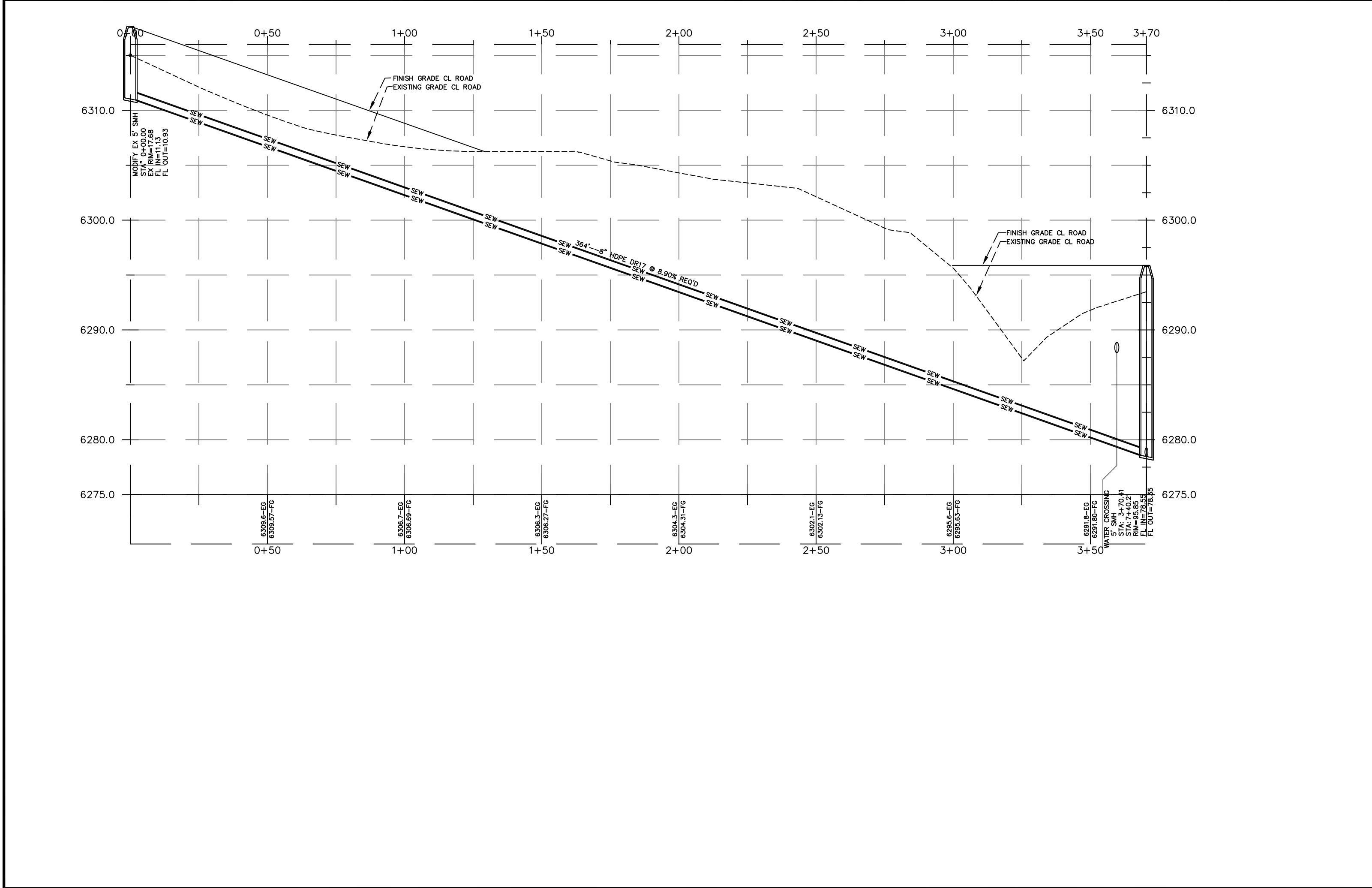
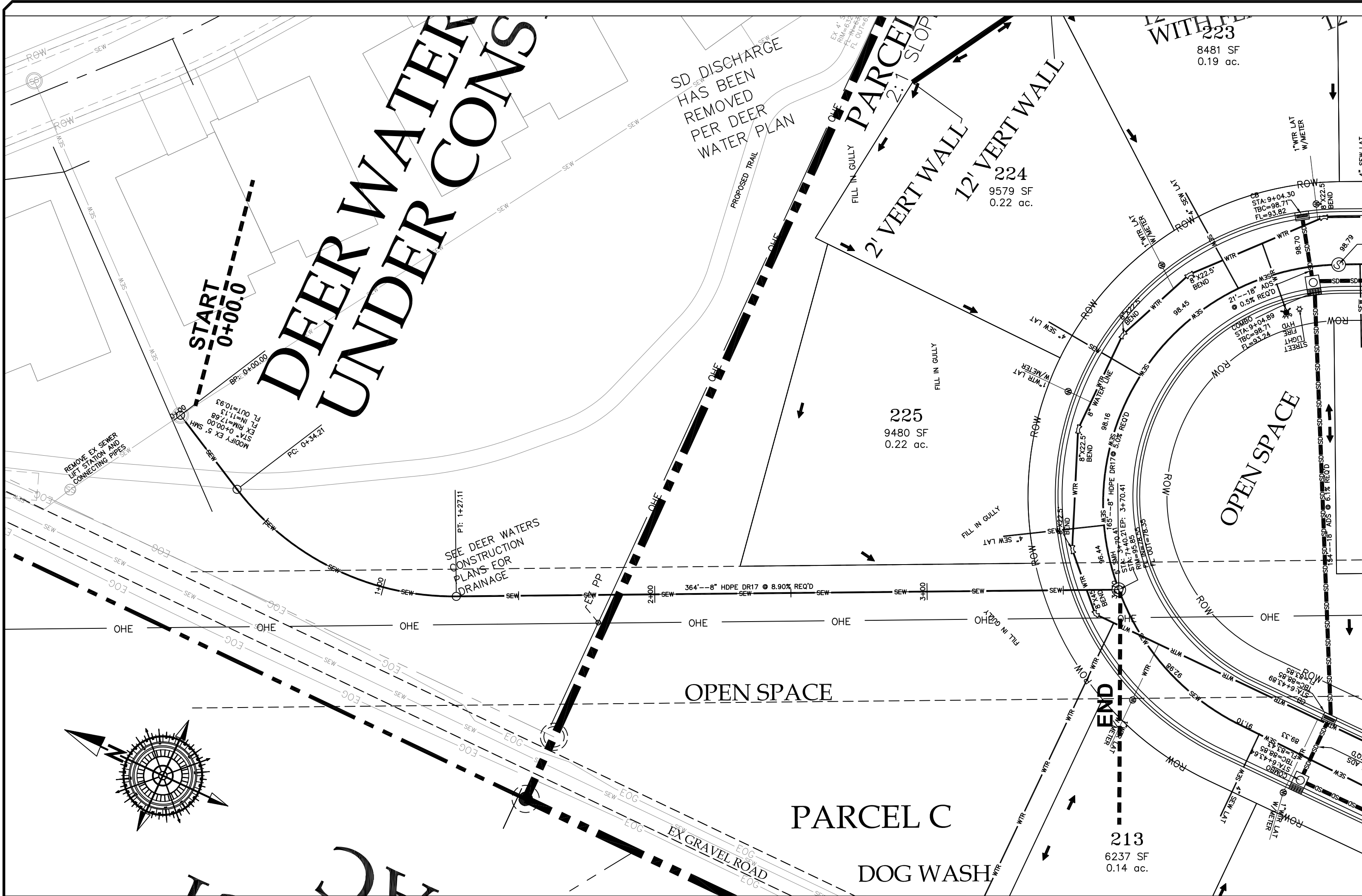
**CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT**

LAKEVIEW ESTATES  
PLAN and PROFILE  
PROJECT CROSS SECTION 1  
STA: START to END  
PRINT DATE: 8-27-2020

HIDEOUT  
TOWN

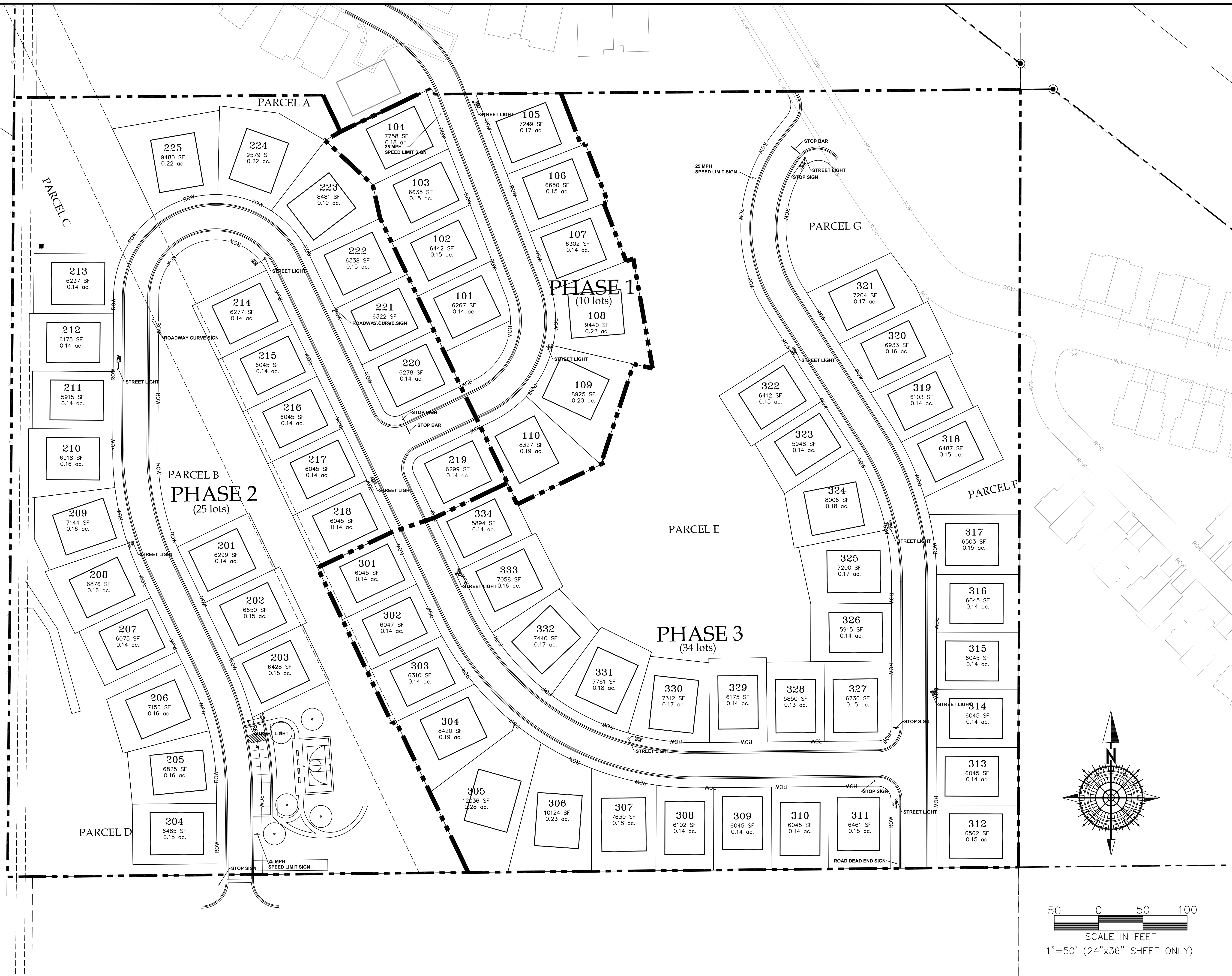
SHEET NO. PP10






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|--|------------------|
| GATEWAY CONSULTING, Inc.                       |                  |
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| paul@gatewayconsultingllc.com                  |                  |
| CIVIL ENGINEERING * CONSULTING * LAND PLANNING |                  |
| CONSTRUCTION MANAGEMENT                        |                  |
| ORIG. DATE: 7-1-19                             | SCALE: 1"=30'    |
| SURVEY BY: HAWKES                              | DESIGNED BY: GPM |
| DRAWN BY: GPM                                  | CHECKED BY: GPM  |
| NO.  | DESCRIPTION      |
| DATE   | APP'D            |
| LAKEVIEW ESTATES                               |                  |
| PLAN and PROFILE                               |                  |
| OFFSITE SEWER LINES                            |                  |
| PRINT DATE: 8-27-2020                          |                  |
| HIDEOUT TOWN                                   |                  |
| PP11   |                  |



[illegible]

|               |        |
|---------------|--------|
| ORIG. DATE:   | 7-1-19 |
| SURVEY BY:    | HAWKES |
| DRAWN BY :    | GPW    |
| DESIGNED BY : | GPW    |
| CHECKED BY :  | GPW    |
| SCALE :       | 1"=50' |



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**CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT**

LAKEVIEW ESTATES

SIGNAGE, STRIPING AND LIGHTS

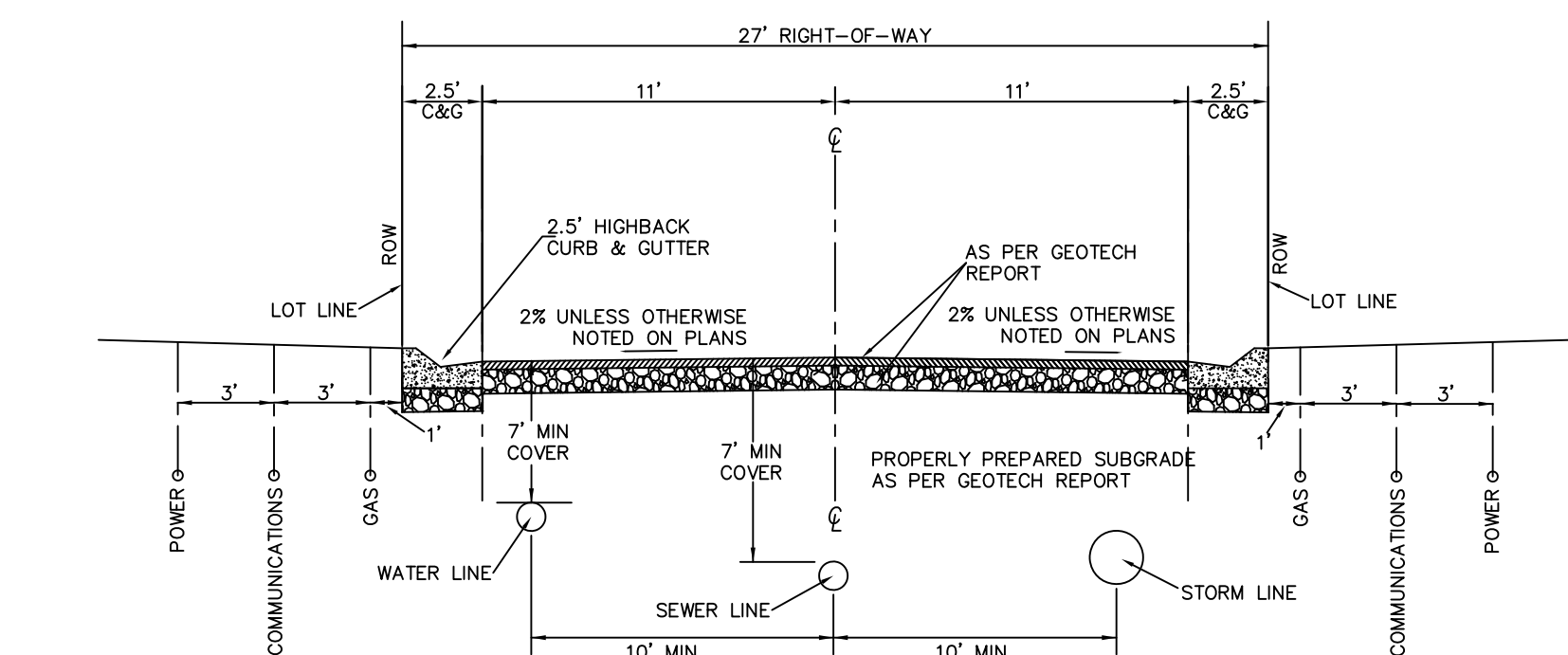
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HIDEOUT  
TOWN

SHEET NO. SSL



## EXISTING ROAD CROSS SECTION FOR TIE IN

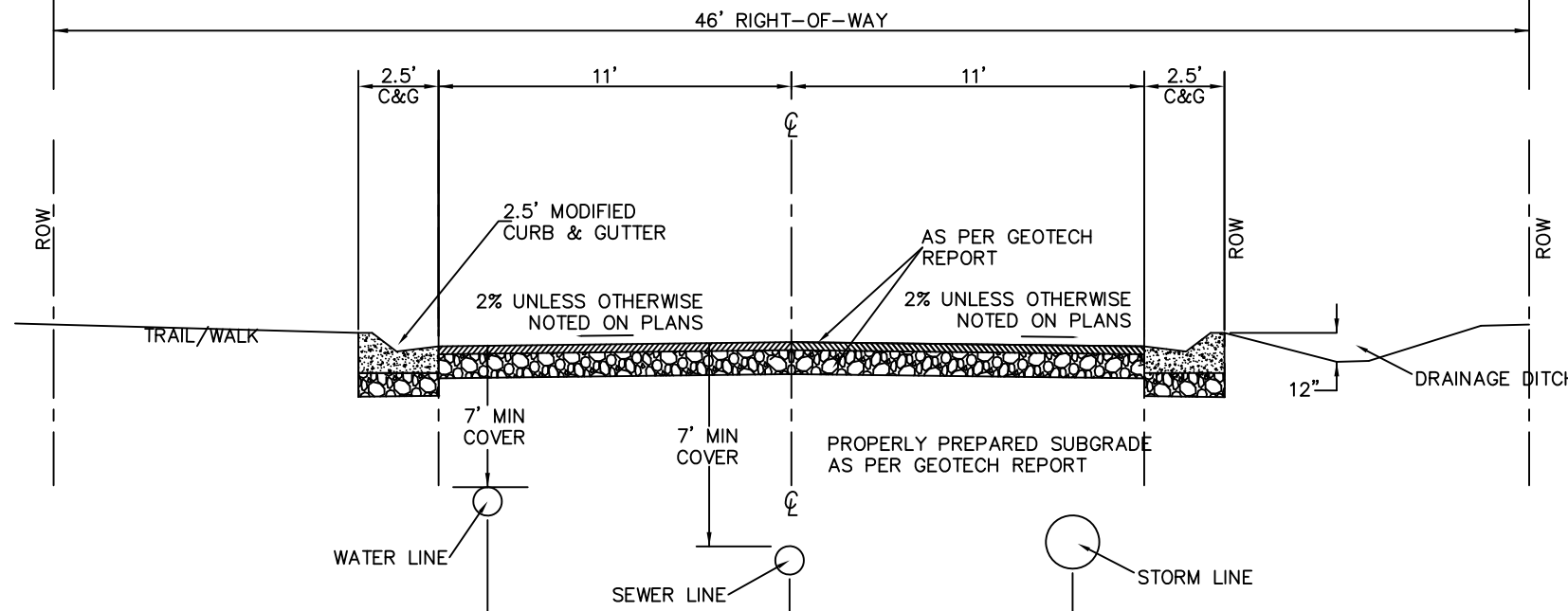


- 1-SEWER TO BE PLACED WITHIN 5' OF CENTERLINE OR NO CLOSER THEN 2.5' OF C&G
- 2-MAINTAIN 10' SEPARATION BETWEEN WATER, AND WATER/STORM MAINS.
- 3-SEE GEOTECH REPORT FOR ASPHALT AND ROAD BASE THICKNESS.
- 4-ALL DISTURBED SURFACES REQUIRE 4 TO 6 INCHES OF TOPSOIL AND SEEDED.

EXISTING  
27' RIGHT OF WAY  
ROAD CROSS SECTION  
DEER WATERS

NOT TO SCALE

## EXISTING ROAD CROSS SECTION FOR TIE IN

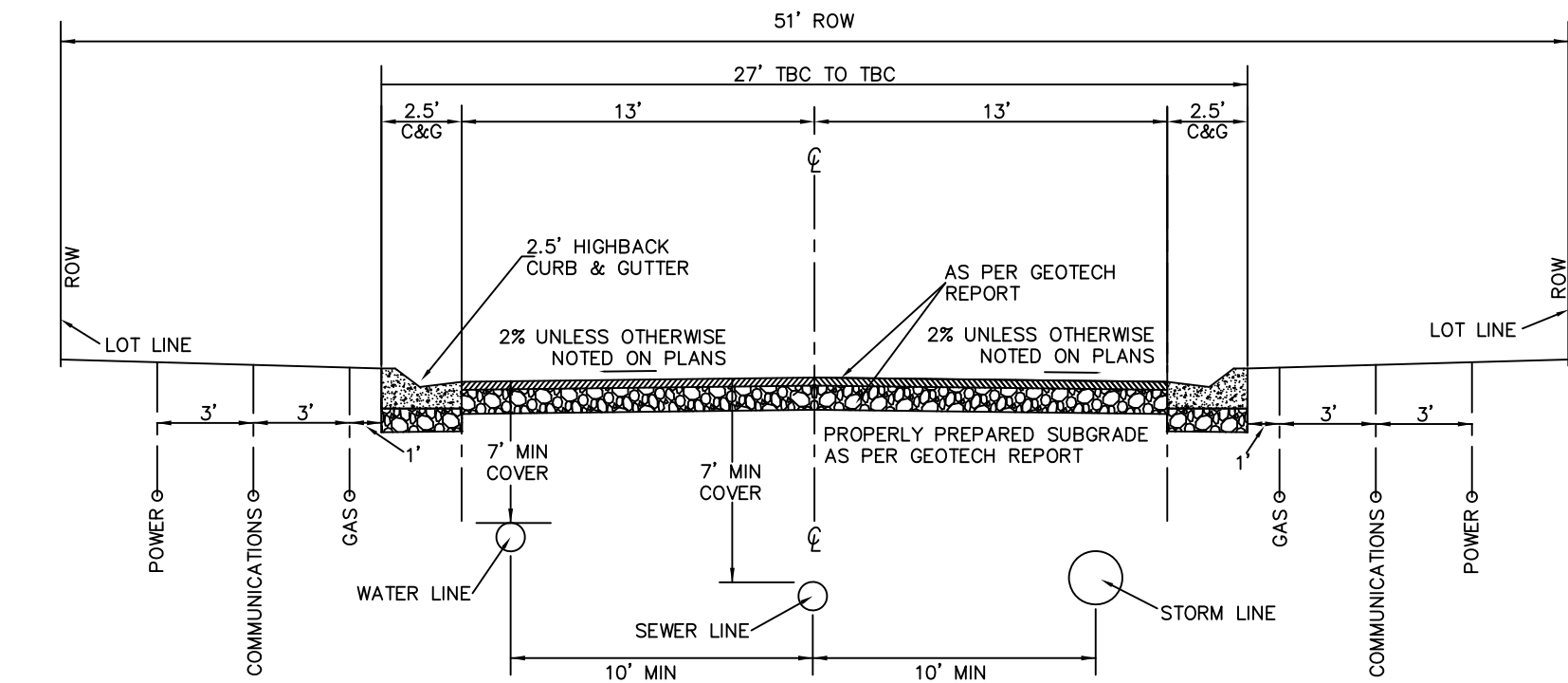


- 1-SEWER TO BE PLACED WITHIN 5' OF CENTERLINE OR NO CLOSER THEN 2.5' OF C&G
- 2-MAINTAIN 10' SEPARATION BETWEEN WATER, AND WATER/STORM MAINS.
- 3-SEE GEOTECH REPORT FOR ASPHALT AND ROAD BASE THICKNESS.
- 4-ALL DISTURBED SURFACES REQUIRE 4 TO 6 INCHES OF TOPSOIL AND SEEDED.

EXISTING  
46' RIGHT OF WAY  
ROAD CROSS SECTION  
LONGVIEW DRIVE

NOT TO SCALE

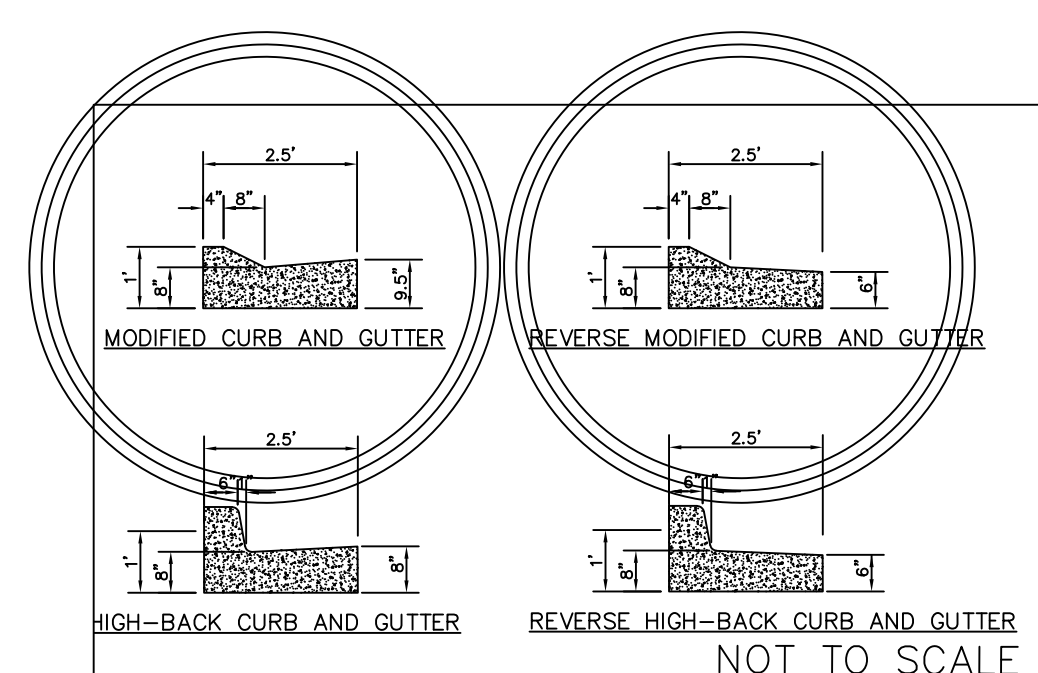
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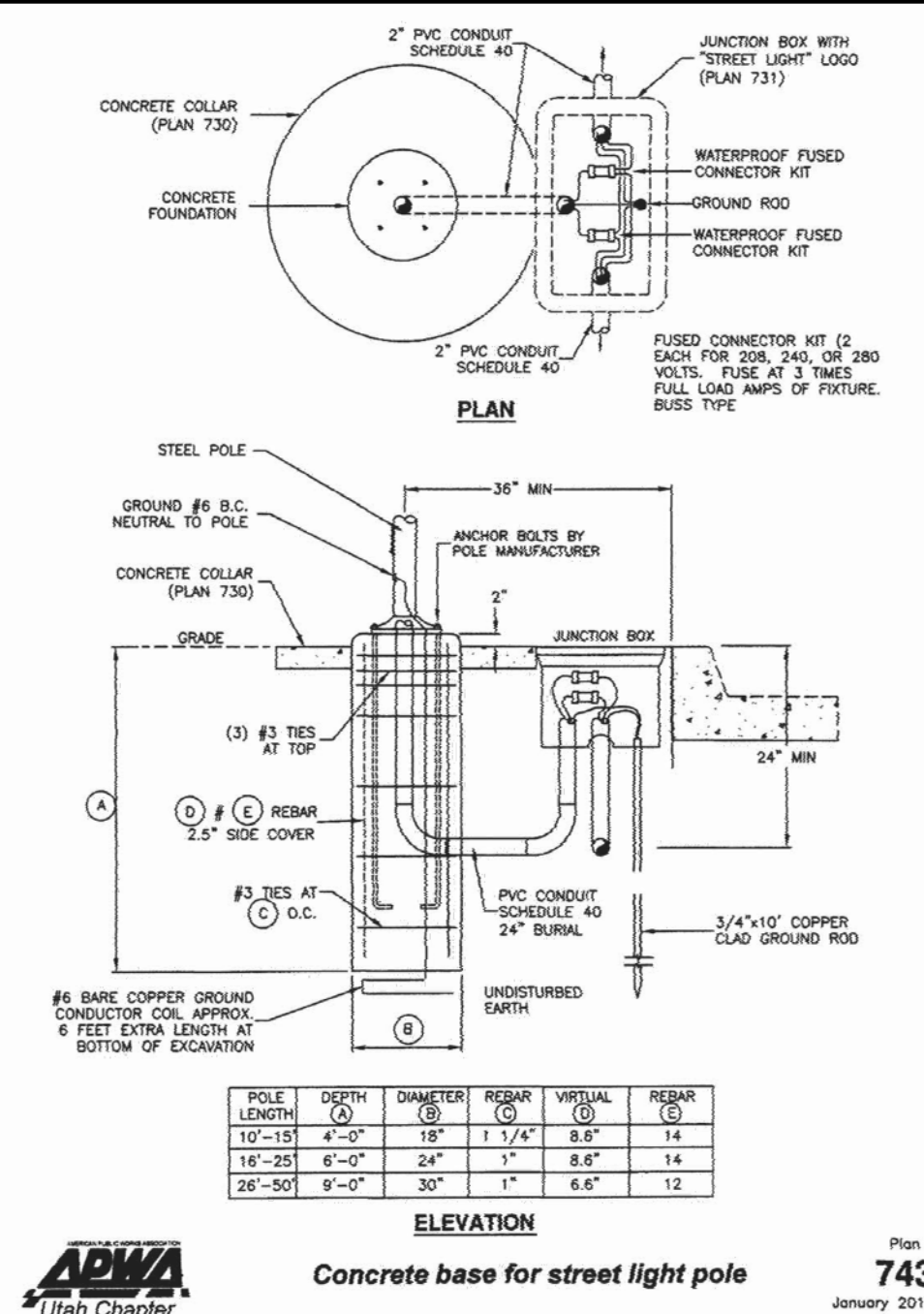
- 1-SEWER TO BE PLACED WITHIN 5' OF CENTERLINE OR NO CLOSER THEN 2.5' OF C&G
- 2-MAINTAIN 10' SEPARATION BETWEEN WATER, AND WATER/STORM MAINS.
- 3-SEE GEOTECH REPORT FOR ASPHALT AND ROAD BASE THICKNESS.
- 4-ALL DISTURBED SURFACES REQUIRE 4 TO 6 INCHES OF TOPSOIL AND SEEDED.

PROPOSED  
51' RIGHT OF WAY  
ROAD CROSS SECTION

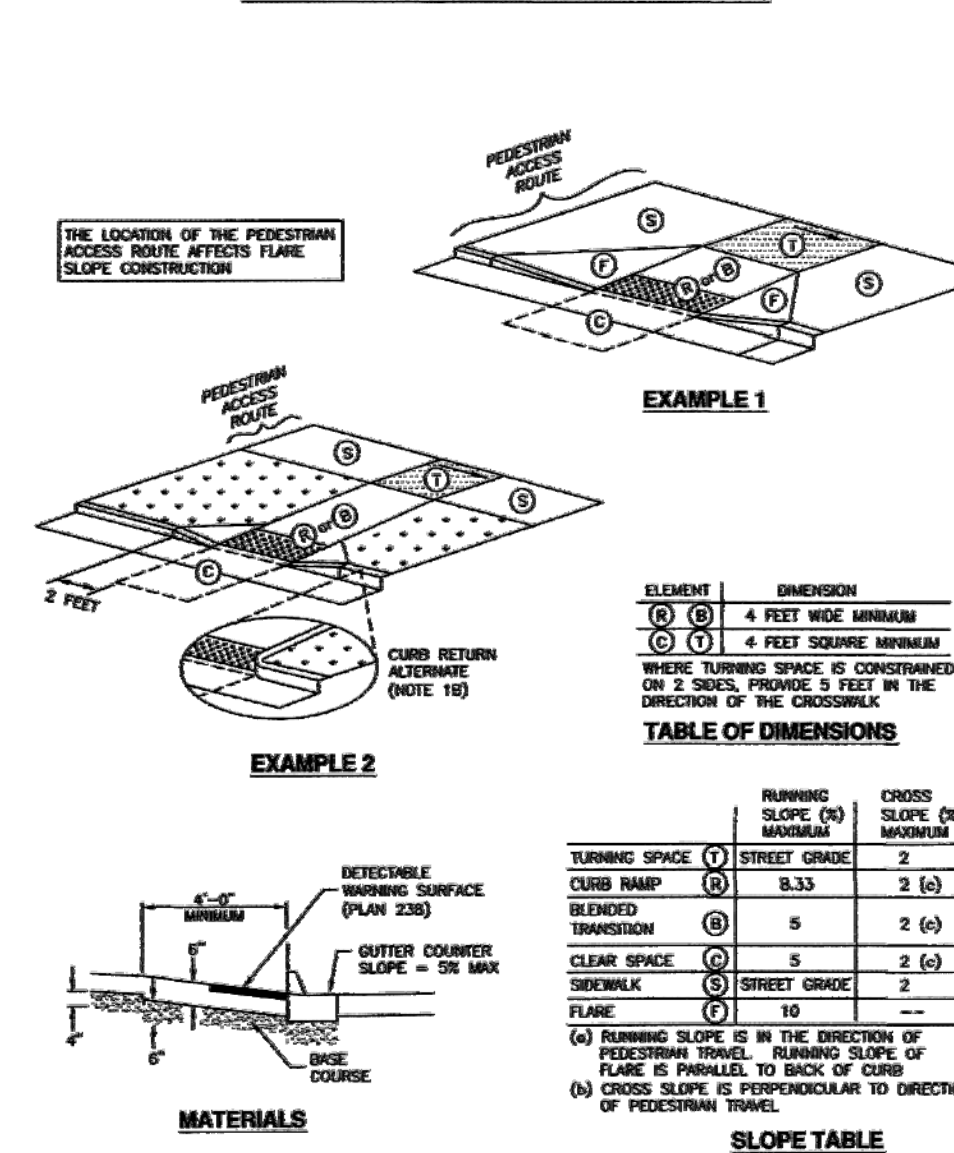
NOT TO SCALE



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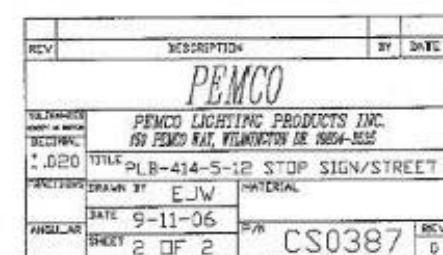
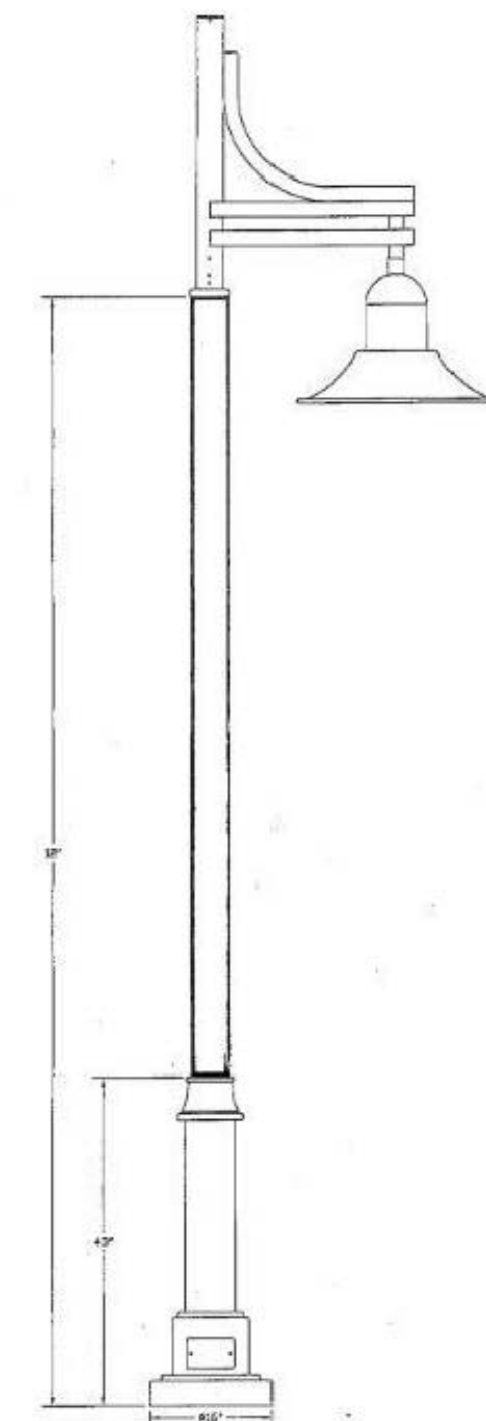


## TURNING SPACE AT SIDEWALK LEVEL



Mid-block curb cut assembly  
Plan 236.1  
September 2011

- Concrete base for street light pole**
- GENERAL**
    - Match longitudinal grades of foundation cap with top of existing curb.
    - Establish grade from which foundation elevation is measured.
      - Existing Curb and No Sidewalk: Grade is 1/4-inch per foot sloped upward from the top of the back of curb.
      - Existing Curb and Sidewalk: Straight grade from top back of curb to near edge of sidewalk.
      - Inside of Existing Median: Straight grade between top of back of one curb to top of back of other curb.
    - When foundation cap is located in an area to be paved, the cap is to be placed below grade with bolts extending above top of cap to accommodate paving surface.
  - PRODUCTS**
    - Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
    - Anchor Bolt: Galvanized steel with galvanized washer and nut, APWA Section 05 05 23.
    - Concrete: Class 4000, APWA Section 03 30 04.
  - EXECUTION**
    - Keyhole to verify pole placement and protect utilities, APWA Section 31 23 16.
    - Excavation: Use vacuum extraction or excavate by hand if utilities are in the site vicinity.
    - Formwork: Use a circular form for the top 18-inches of foundation. If ground water is encountered, excavate additional depth and install sewer rock. Pump out water and provide a circular form for full length of foundation.
    - Before Concrete Placement:
      - Do not weld reinforcing steel, anchor bolts, or galvanized steel conduit.
      - Place all conduits in same trench.
      - Use a template to hold anchor bolts in the proper positions and to the proper heights until concrete is placed and sets.
      - Protect conduits from plugging by sealing conduit ends before concrete placement.
    - Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges. Cure concrete for 7 days before erecting pole.



743

## Midblock curb cut assembly

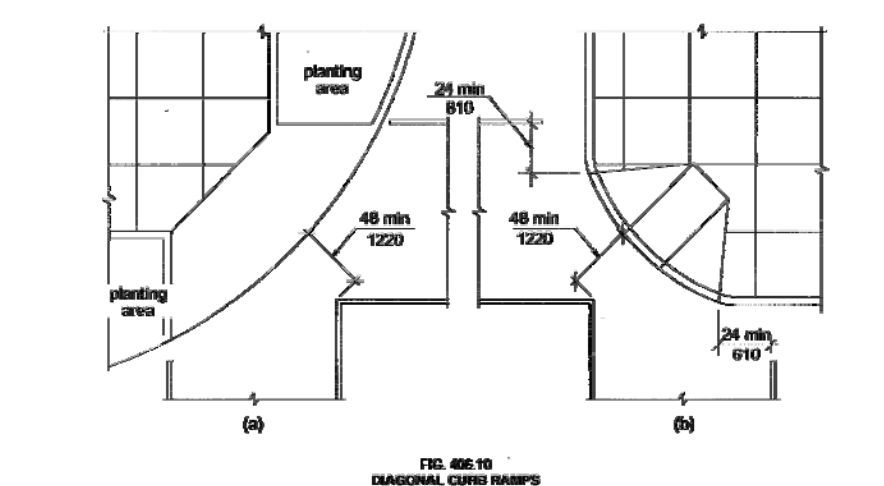
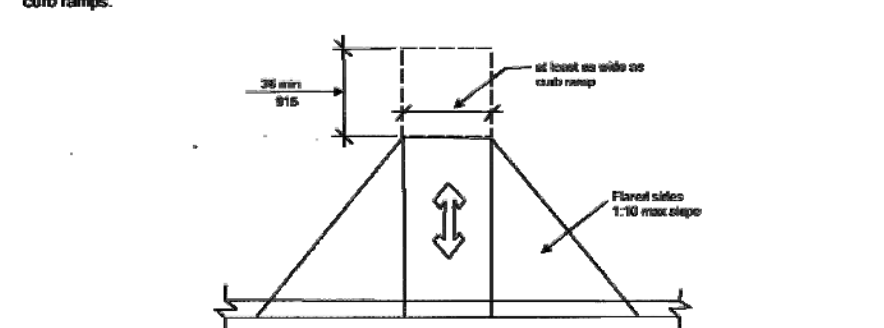
- GENERAL**
  - Where existing elements or spaces are altered to receive an assembly, slopes and dimensions shall comply with slopes and dimensions shown on the drawing, or to the maximum extent feasible permitted by the ENGINEER. Final configuration of the assembly may be different than shown.
  - Installation of forms or curb returns is ENGINEER's choice.
  - Definitions and supplemental requirements are specified in APWA Section 32 16 14.
- PRODUCTS**
  - Base Course: Unstamped base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
  - Expansion Joint Filler: 1/2-inch thick type 1 full depth, APWA Section 32 13 73.
  - Detachable Warning Surface: Paver, ribbed composite panel, or tile. Provide a color that contrasts with adjacent walking surface, either light-on-dark or dark-on-light. ENGINEER to select type and color unless indicated elsewhere.
  - Concrete: Class 4000, APWA Section 03 30 04.
  - Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 08.
- EXECUTION**
  - Base Course Placement: APWA Section 32 06 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
  - Curb Modifications:
    - The sloped surface created to accommodate a flare area shall be perpendicular to the back of curb.
    - No grade break shall exist between the flow-line and the foot of the curb ramp or blended transition. Length of the curb modification abutting the curb ramp or transition is 4 feet minimum.
  - Curb Ramp: Length not required to exceed 15 feet. Grade breaks are perpendicular to the direction of ramp run and are not permitted on the ramp or turning space surface. Slopes are parallel to each other and perpendicular to the ends.
  - Concrete Placement: APWA Section 03 30 10.
    - Minimum expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install contraction joints vertical, 1/8-inch wide, and 1/4 of the depth of the concrete flatterwork.
    - Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
    - Clear Space: No trip hazards in the clear space.

236.1

ICC A117.1-2009

Chapter 4. Accessible Routes

- 406.7 Landings.** Landings shall be provided at the top of curb ramps. The clear length of the landing shall be 30 inches (762 mm) minimum. The clear width of the landing shall be at least as wide as the curb ramp, including flared sides, leading to the landing.
- 406.8 Obstructions.** Curb ramps shall be located or protected to prevent their obstruction by parked vehicles.
- 406.9 Handrails.** Handrails shall not be required on curb ramps.

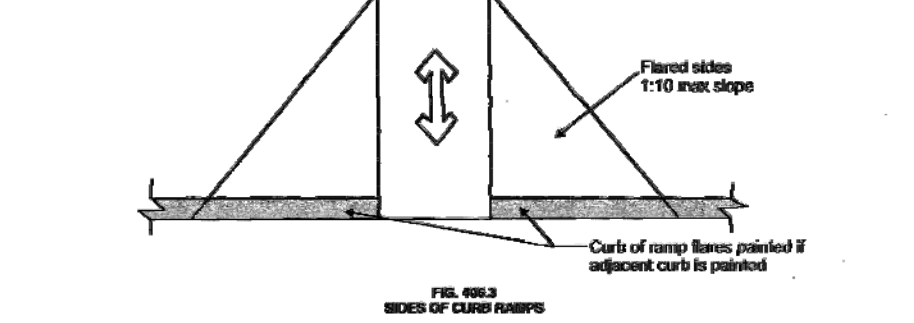
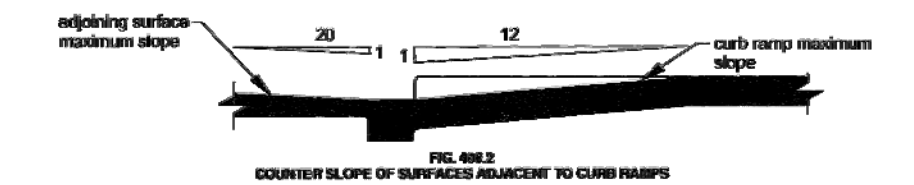
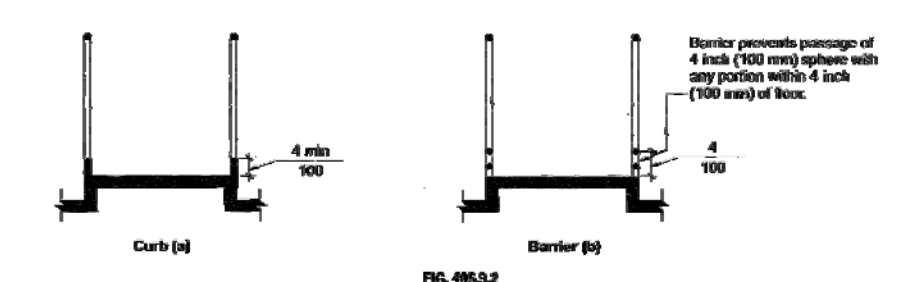


ICC A117.1-2009

Chapter 4. Accessible Routes

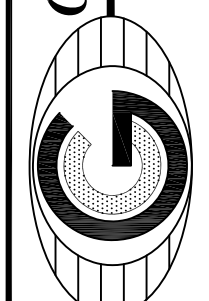
ICC A117.1-2009

- 406 Curb Ramps**
- 406.1 General.** Curb ramps on accessible routes shall comply with Sections 405, 405.2, 405.3, and 406.10.
- 406.2 Counter Slope.** Counter slopes of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. The adjacent surface of the curb ramp shall be at the same level.
- 406.3 Sides of Curb Ramps.** Where provided, curb ramp flares shall comply with Section 406.3.1.
- 406.3.1 Slope.** Flares shall not be steeper than 1:10.



ICC A117.1-2009

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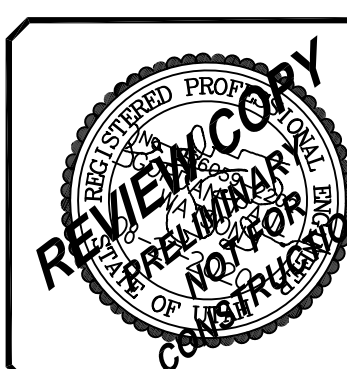
CIVIL ENGINEERING \* CONSULTING \* LAND PLANNING  
CONSTRUCTION MANAGEMENT

**Lakeview Estates**

STREET DETAILS

PRINT DATE: 8-27-2020

HIDEOUT  
TOWN



SHEET NO. **D1**



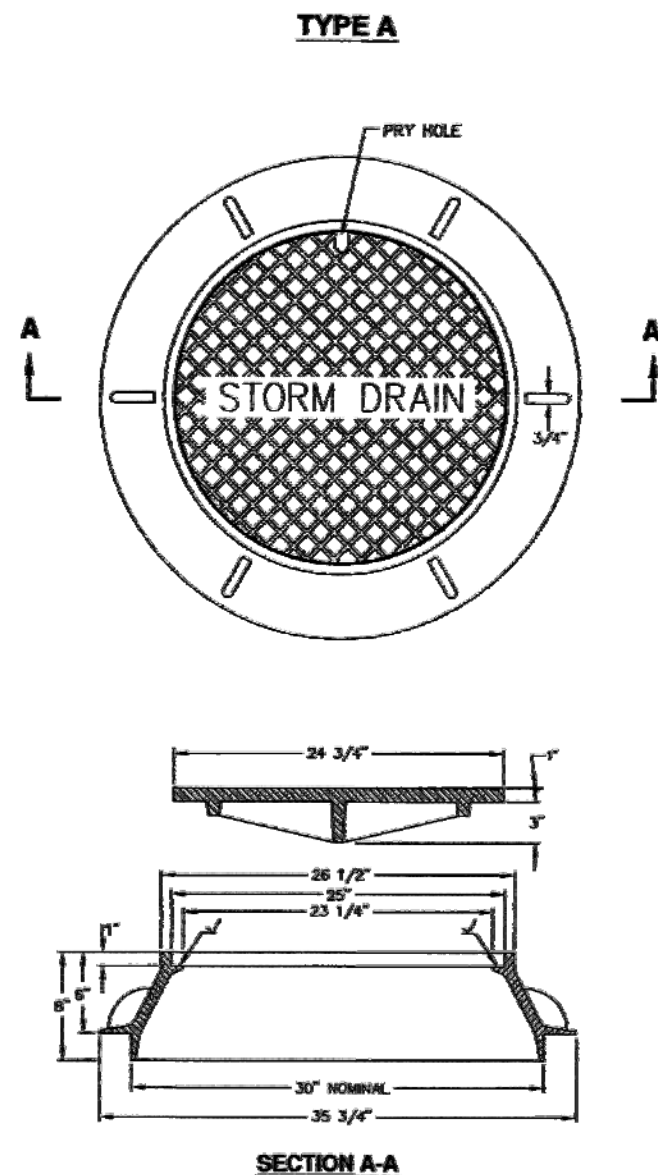








- 30" Frame and cover**
- 1. GENERAL**
- A. The frame and cover fits.
- 1) Castout box type B in Plan 331, and
- 2) Precast manhole in Plan 341.
- 2. PRODUCTS**
- A. Castings: Grey iron class 35 minimum, ASTM A48.
- 1) Coated with asphalt based paint or better (except on machined surfaces).
- 2) Cast the least number on the frame and cover.
- 3) Give the frame and cover a machine finish so the cover will not rock.
- 4) "Y" designates a machine finished surface.
- 5) Cast the words "STORM DRAIN" on the cover in upper case flush with the surface finish.
- 3. EXECUTION**
- A. Except in paved streets, provide locking manhole covers in easements, alleys, parking lots, and at other places. Drill and tap two holes to a depth of 1-inch at 90 degrees to pry hole and install 3/4 x 3/4-inch allen socket set screws.



**ADWA**  
Utah Chapter

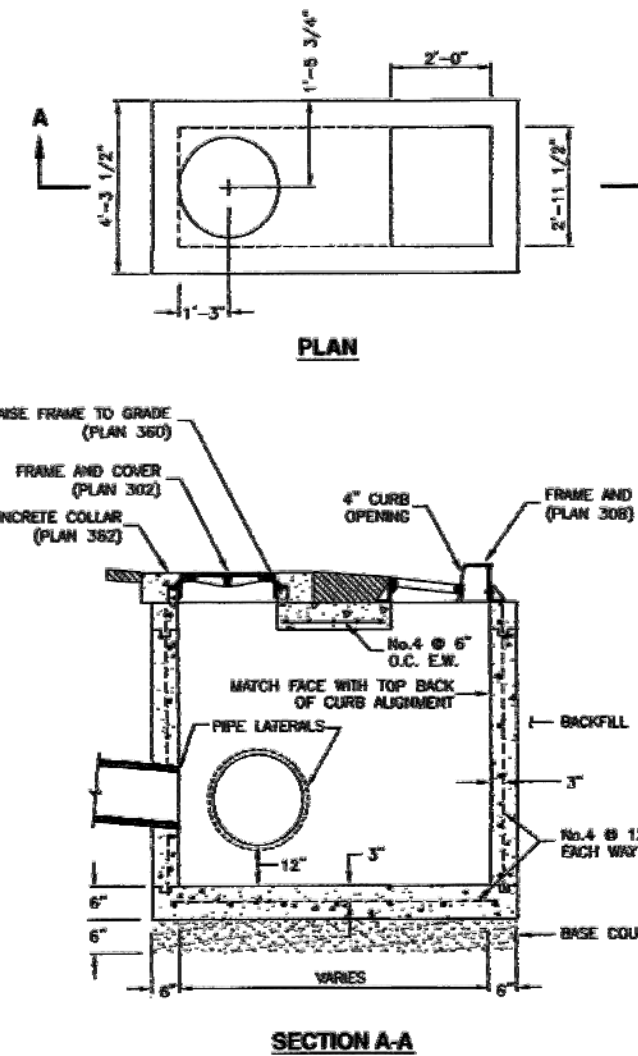
30" Frame and cover

Plan  
302.1  
September 2001

302.1

**Combination catch basin and cleanout box**

- 1. GENERAL**
- A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
- 2. PRODUCTS**
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
- C. Concrete: Class 4000, APWA Section 03 30 04.
- D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
- E. Ladder Rungs: Plastic, or plastic coated steel typically 8-inches wide.
- 3. EXECUTION**
- A. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- B. Curb Face Opening: Make opening at least 4-inches high. Provide at least a 2-inch drop between the "begin warp" line in the gutter flow-line and the top of the grate at the curb face opening.
- C. Ladder Rungs: Provide rungs in boxes over 6 feet deep. When measured from the floor of the box, place bottom rung the greater distance of 4 feet from the floor of the box or 1 foot above the top of the pipe. Place top rung within 3 feet of bottom of box ceiling.
- D. Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- E. Backfill: Provide backfill against all sides of the box. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.



**ADWA**  
Utah Chapter

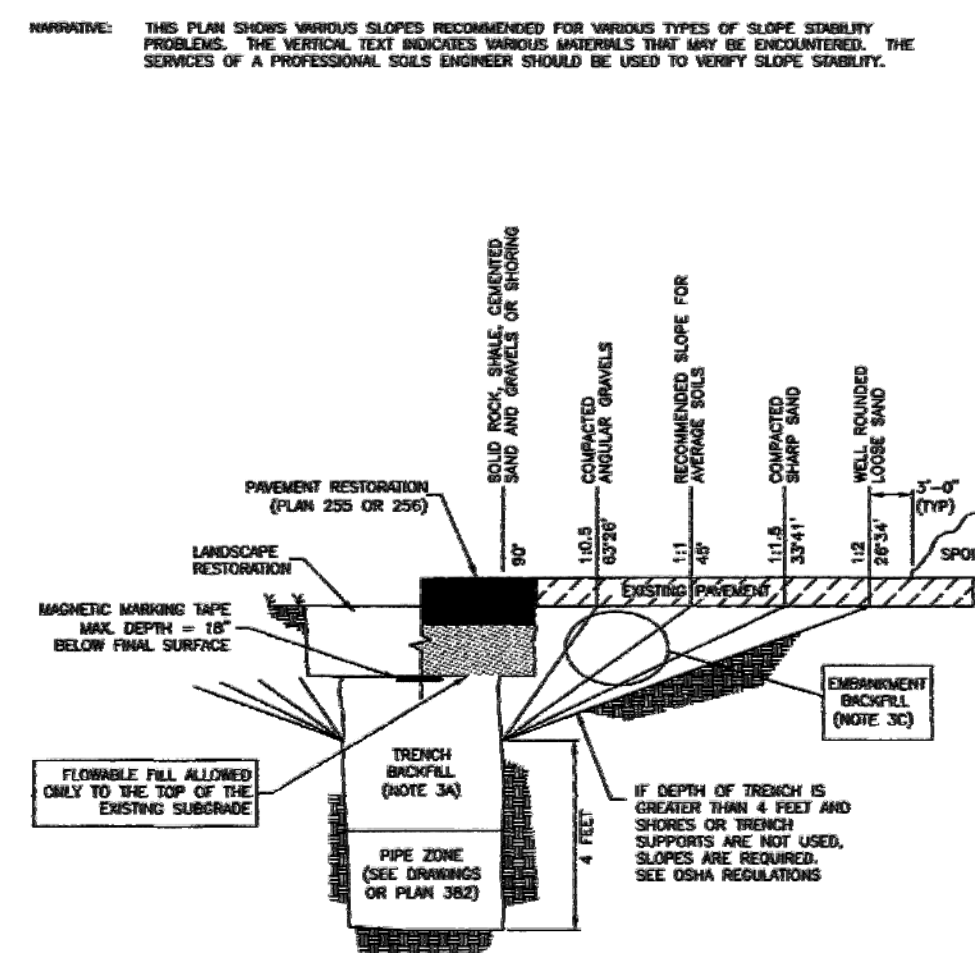
Combination catch basin and cleanout box

Plan  
316  
March 2011

316

**Trench backfill**

- 1. GENERAL**
- A. The drawing applies to backfilling a trench (and embankment) above the pipe zone.
- 2. PRODUCTS**
- A. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 3-inches.
- B. Flowable Fill: APWA Section 31 05 15. Target is 80 psi in 28 days with 90 psi maximum in 28 days. It must flow easily requiring no vibration for consolidation.
- 3. EXECUTION**
- A. Trench Backfill Above the Pipe Zone: Follow requirement indicated in APWA Section 33 05 20 and the following provisions. See Standard Plan 382 for backfilling the pipe zone.
- 1) DO NOT USE sewer rock, pea gravel, or recycled RAP aggregate as trench backfill.
- 2) Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.
- 3) Water jetting is NOT allowed.
- B. Flowable Fill: If controlled low strength material is placed in the trench. Cure the material before placing surface restorations.
- C. Embankment Backfill: When trench sides are sloped proceed as follows.
- 1) Maximum lift thickness is 8-inches before compaction.
- 2) Compact per APWA Section 31 23 26 to 95 percent or greater relative to a standard proctor density.
- 3) Submission of quality control compaction test result data may be requested by ENGINEER at any time. Provide results of tests immediately upon request.
- D. Surface Restoration:
- 1) Landscaped Surface: Follow APWA Section 32 92 00 (turf or grass) or APWA Section 32 93 13 (ground cover) requirements. Rate to match existing grade. Replace vegetation to match pre-construction conditions.
- 2) Paved Surface: Follow APWA Section 33 05 25 (aluminous pavement surfacing), or APWA Section 33 05 26 (concrete pavement surfacing). Do not install surfacing until compaction density is acceptable to ENGINEER.



**ADWA**  
Utah Chapter

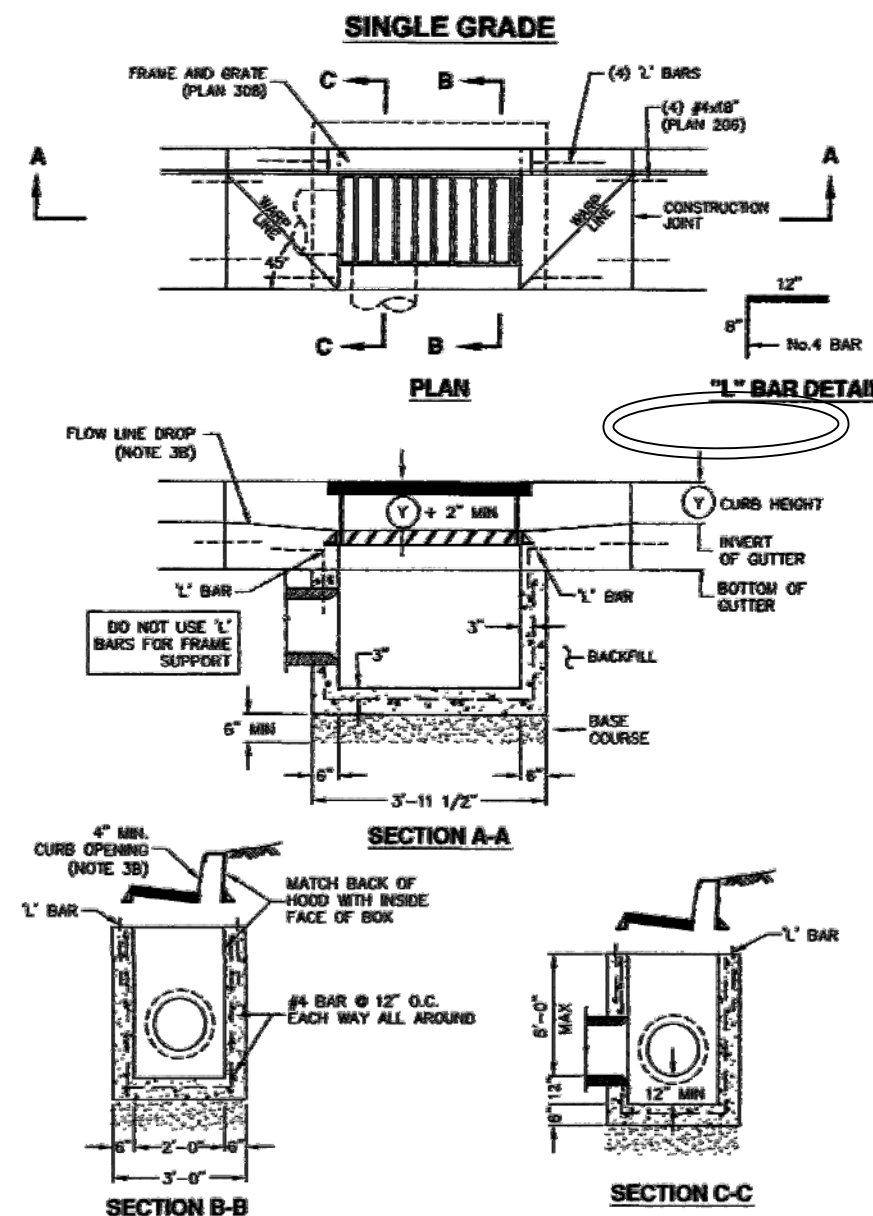
Trench backfill

Plan  
381  
July 2016

381

**Catch basin**

- 1. GENERAL**
- A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
- 2. PRODUCTS**
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
- C. Concrete: Class 4000, APWA Section 03 30 04.
- D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
- 3. EXECUTION**
- A. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- B. Curb Face Opening: Make opening at least 4-inches high. Provide at least a 2-inch drop between the "warp line" in the gutter flow-line and the top of the grate at the curb face opening.
- C. Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- D. Backfill: Place backfill against the basin wall. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.



**ADWA**  
Utah Chapter

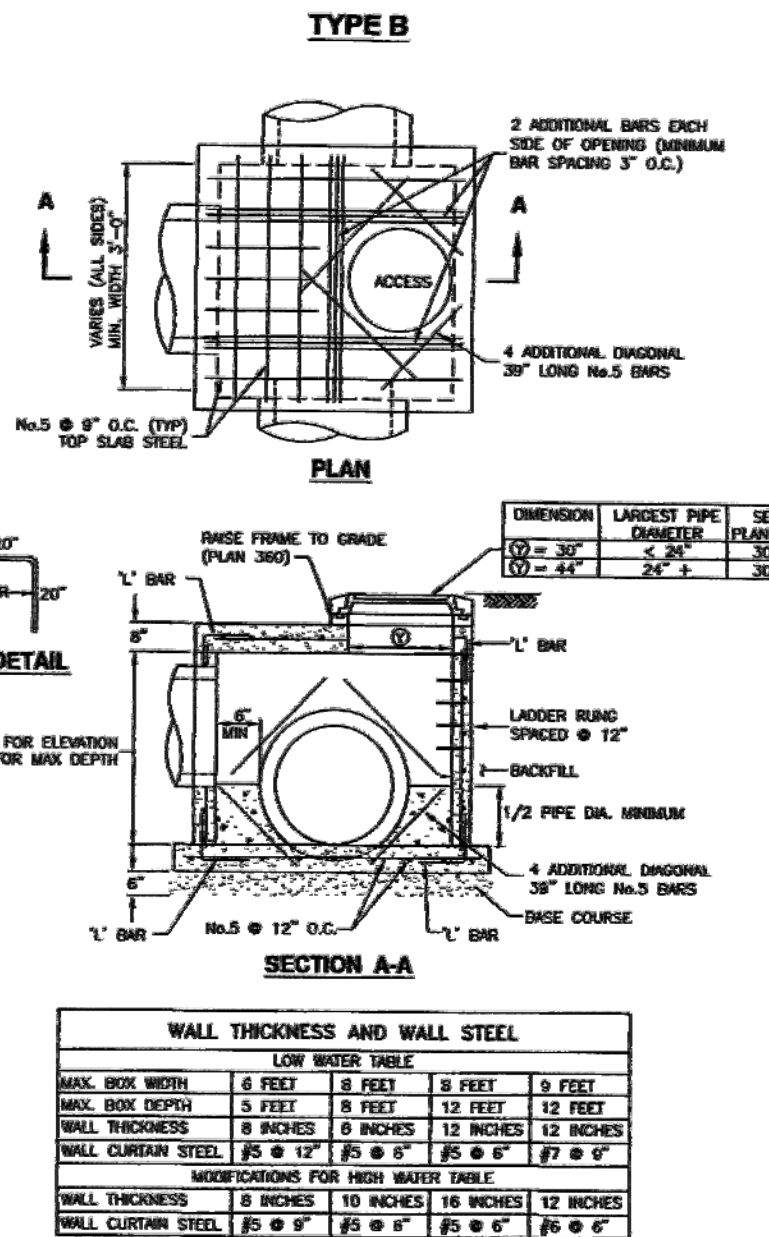
Catch basin

Plan  
315.1  
September 2010

315.1

**Cleanout box**

- 1. GENERAL**
- A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
- 2. PRODUCTS**
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
- C. Concrete: Class 4000, APWA Section 03 30 04.
- D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
- E. Stabilization-Separation Geotextile: High MARV, woven or non-woven, APWA Section 31 05 19.
- F. Ladder Rungs: Plastic, or plastic coated steel typically 8-inches wide.
- 3. EXECUTION**
- A. Foundation Stabilization: Get ENGINEER's permission to use a sewer rock or a sewer rock in a geotextile wrap to stabilize an unstable foundation.
- B. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- C. Reinforcement: Center steel in walls and slabs with a minimum cover of 2-inches. Keep steel 2-inches clear around pipe and lid opening. Tie-bars required at all corners, vertical and horizontal. Tie-bars connecting two walls must match wall bar size and spacing. Tie-bars connecting walls to top and bottom slabs must match slab steel size and spacing.
- D. Concrete Placement: APWA Section 03 30 10. Adjust concrete dimensions at frame accordingly. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- E. Access: Eccentric access is shown. Before construction, verify if concentric access is required. Adjust reinforcement accordingly.
- F. Ladder Rungs: Required in boxes greater than 6 feet deep with eccentric access. Align rungs with location of access opening. Rungs not required in boxes with concentric access.
- G. Backfill: Provide backfill against all of the box walls. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.



**ADWA**  
Utah Chapter

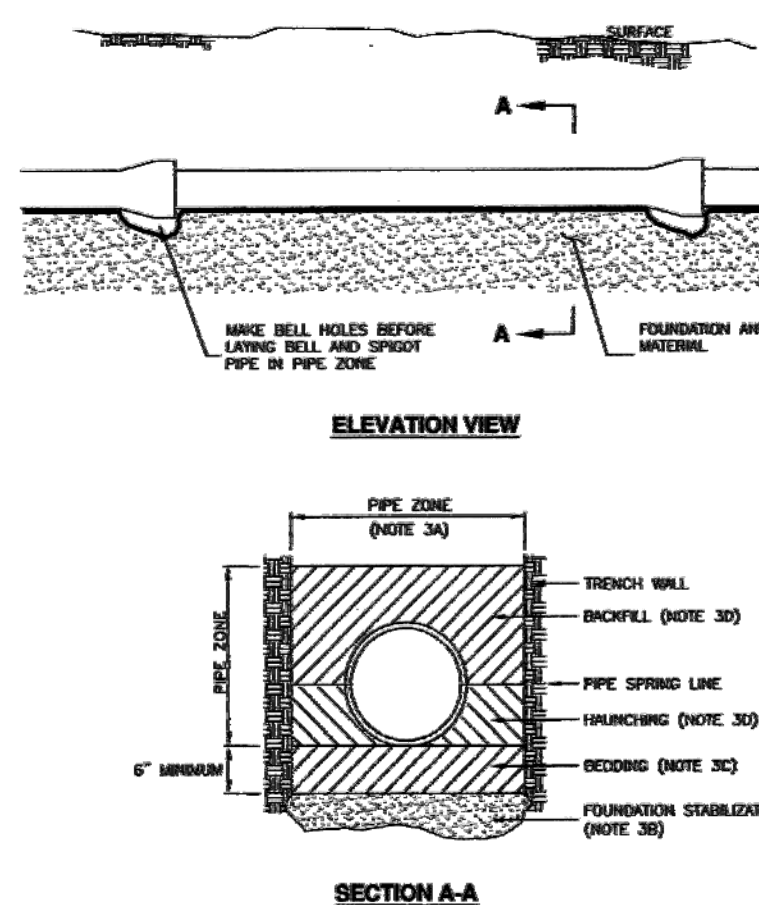
Cleanout box

Plan  
331.2  
April 2011

331.2

**Pipe zone backfill**

- 1. GENERAL**
- A. Install the pipe in the center of the trench or no closer than 6-inches from the wall of the pipe to the wall of the trench.
- 2. PRODUCTS**
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
- C. Concrete: APWA Section 03 30 04.
- D. Flowable Fill: Target is 80 psi in 28 days with 90 psi maximum in 28 days, APWA Section 31 05 15. It must flow easily requiring no vibration for consolidation.
- E. Stabilization-Separation Geotextile: Moderate or High at CONTRACTOR's choice, APWA Section 31 05 19.
- 3. EXECUTION**
- A. Excavate the Pipe Zone: Width is measured at the pipe spring line and includes any necessary sheathing. Provide width recommended by pipe manufacturer. Follow manufacturer's recommendations when using trench boxes.
- B. Foundation Stabilization: Get ENGINEER's permission before installing common fill. Vibrates to stabilize. Installation of stabilization-separation geotextile will be required to separate backfill material and native subgrade materials if common fill cannot provide a working surface or prevent soils migration.
- C. Bedding: Follow APWA Section 33 05 20 requirements and the following provisions.
- 1) Furnish untreated base course material unless specified otherwise by pipe manufacturer.
- 2) Maximum lift thickness is 8-inches.
- 3) Bedding immediately under the pipe should not be compacted, but loosely placed.
- 4) Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- 5) When using concrete, provide at least Class 2,000, APWA Section 03 30 04.
- D. Pipe Zone: DO NOT USE sewer rock, pea gravel, or recycled RAP aggregate in the pipe zone. Water jetting is NOT allowed.
- 1) Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26 unless pipe manufacturer requires more stringent installation.
- 2) Submission of quality control compaction test result data developed for the trench zone may be requested by ENGINEER at any time. CONTRACTOR is to provide results of tests immediately upon request.
- E. Flowable Fill (when required and if allowed by pipe manufacturer):
- 1) Place the controlled low strength material, APWA Section 31 05 15.
- 2) Prevent pipe flotation by installing in lifts and providing pipe restraints as required by pipe manufacturer.
- 3) Reset pipe to line and grade if pipe "floats" out of position.



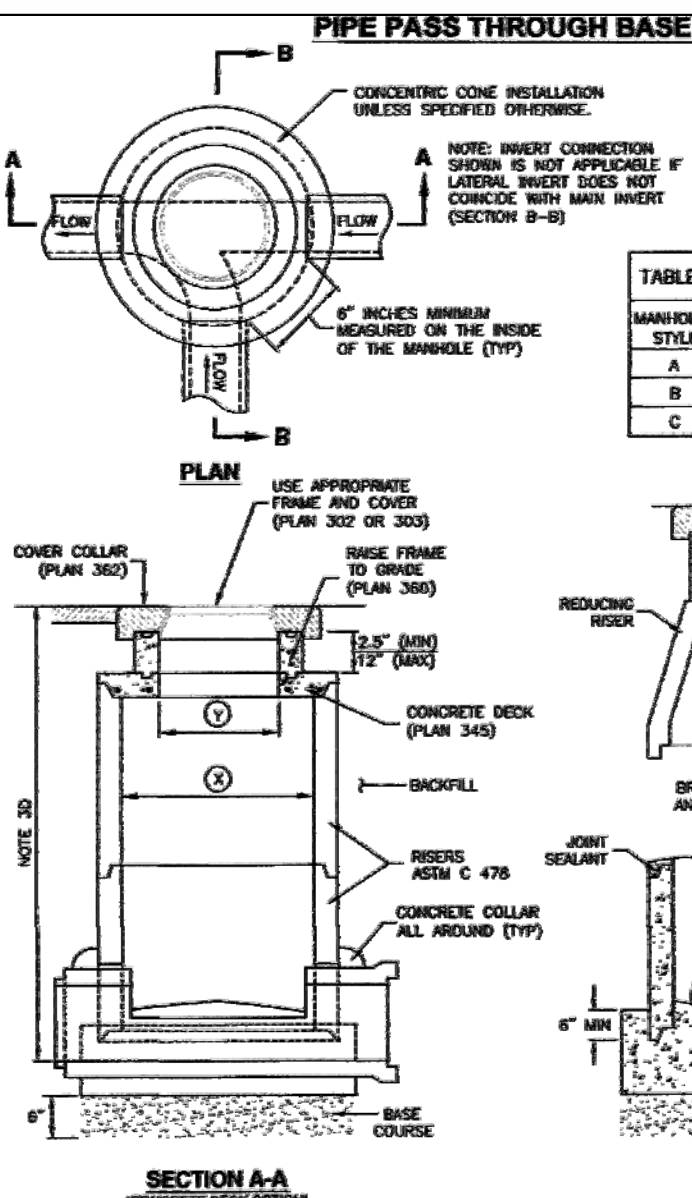
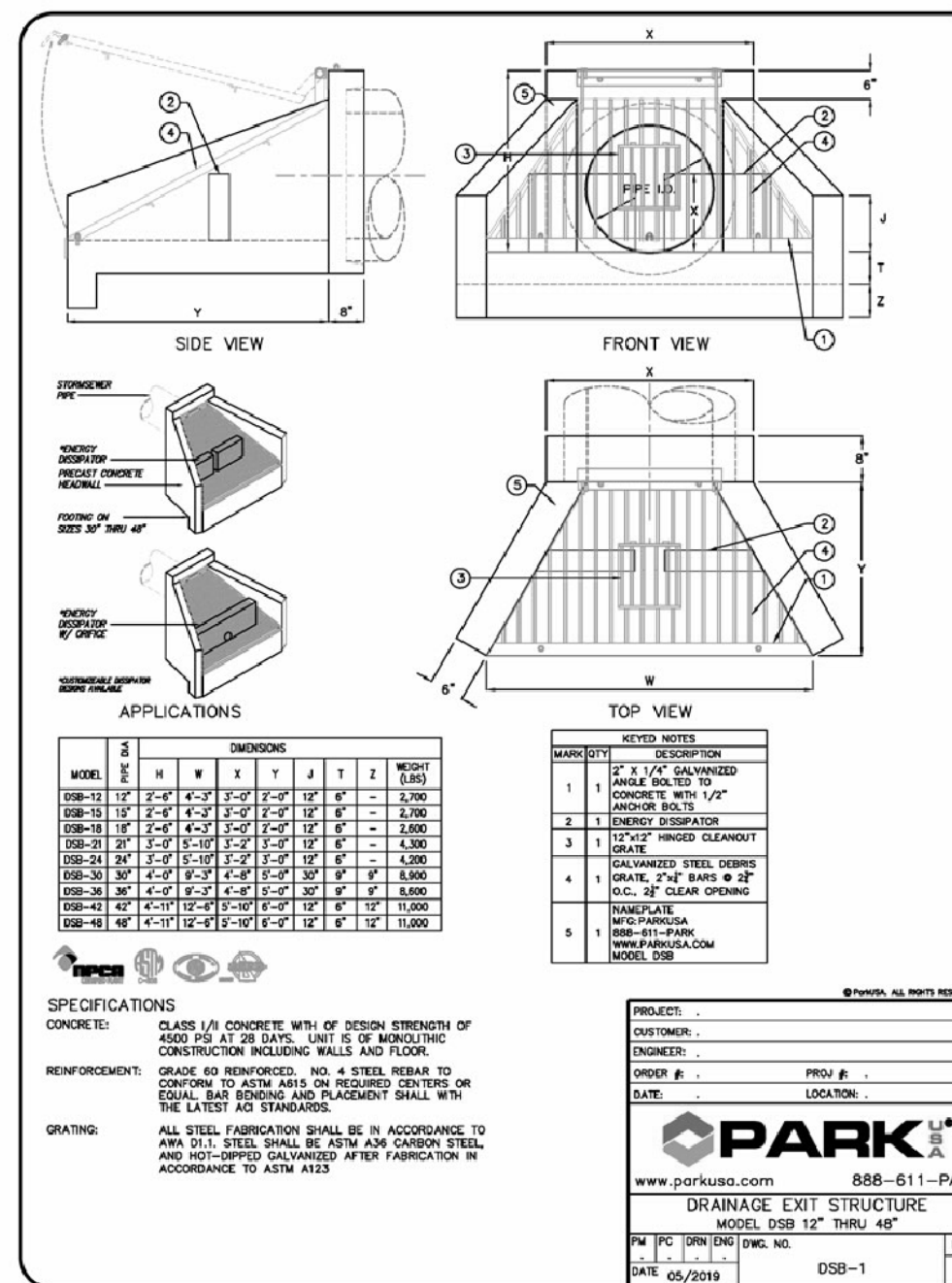
**ADWA**  
Utah Chapter

Pipe zone backfill

Plan  
382  
January 2011

382

**DET POND BYPASS ENERGY DISSIPATOR**



**ADWA**  
Utah Chapter

Precast manhole

Plan  
341.2  
November 2010

341.2

**Precast manhole**

- 1. GENERAL**
- A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the manhole.
- B. Manhole size.
- 1) Diameter is 4 feet. For pipe under 12" diameter.
- 2) Diameter is 5 feet. For pipe 12" and larger, or when 3 or more drain pipes intersect the manhole.
- C. Wall thickness.
- 1) Precast reinforced concrete walls 4 3/4" minimum.
- 2) Cast-in-place concrete to be 8 inches thick minimum.
- 2. PRODUCTS**
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
- C. Concrete: Class 4000, APWA Section 03 30 04.
- D. Riser and Reducing Riser: Reinforced concrete pipe, Class III, ASTM C478.
- E. Joint Sealant: Rubber based, compressible.
- F. Grout: 2 parts sand to 1 part cement mortar.
- 3. EXECUTION**
- A. Foundation Stabilization: Get ENGINEER's permission to use a sewer rock or pea gravel to stabilize an unstable foundation.
- B. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- C. Invert cover. During construction, place invert covers over the top of pipe in manholes that currently convey sewerage. See Plan 412.
- D. Concrete Check or Reducing Riser: When depth of manhole from pipe invert to finish grade exceeds 7 feet, use an ASTM C478 reducing riser cone.
- E. Pipe Connections: Grout around all pipe openings.
- F. Water Stops: Install rubber-based water-stops on all plastic pipes when connecting plastic pipes to manholes. Hold water-stop in place with stainless steel bands.
- G. Joints: Place flexible sealant in all joints. Finish with grout.
- H. Finish: Provide smooth and neat finishes on interior of cones, shafts, and rings. Imperfect moldings or honeycombs will not be accepted.
- I. Backfill: Provide backfill against the manhole shaft. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.

**GATEWAY CONSULTING, Inc.**  
P.O. BOX 951005 SOUTH JORDAN, UT 84095  
PH: (801) 694-5848 FAX: (801) 432-7150  
paul@gatewayconsultingllc.com

**Lakeview Estates**

STORM DETAIL

HIDEOUT  
TOWN

REVIEW COPY  
NOT FOR CONSTRUCTION

SHEET NO. D4

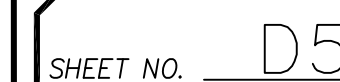
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|     |             |      |       |
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|     |             |      |       |
|     |             |      |       |

|              |        |
|--------------|--------|
| ORIG. DATE:  | 7-1-19 |
| SURVEY BY:   | HAWKES |
| DRAWN BY:    | GPW    |
| DESIGNED BY: | GPW    |
| CHECKED BY:  | GPW    |
| SCALE:       | N/A    |

**CIVIL ENGINEERING • CONSULTING • LAND PLANNING**  
CONSTRUCTION MANAGEMENT


8-27-2020





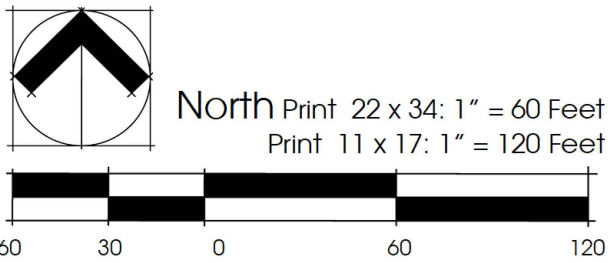


Native Grasses Seed Mix . Lakeview Estates . Hideout, Utah . Holmes Homes

| KEY   | BOTANICAL NAME         | COMMON NAME        | PLS lbs./acre |
|---|------------------------|--------------------|---------------|
|  | Achnatherum hymenoides | Indian Rice Grass  | 4.0           |
|   | Pascopyrum smithii     | Western Wheatgrass | 5.0           |
|   | Bromus marginatus      | Mountain Brome     | 6.0           |
|   | Festuca idahoensis     | Idaho Fescue       | 1.0           |
|   | Lolium perenne         | Perennial Ryegrass | 2.5           |
|   | Sorghastrum nutans     | Indiangrass        | 2.0           |

Planting Notes

1. All common areas outside of lots are to be seeded per note 6 below.
- Hydroseed Notes:
- Remove any existing grass, vegetation or weeds and legally dispose of such material.
  - Loosen topsoil in seeded areas to a minimum depth of four (4) inches. Remove stones over 1 ½" in any dimension, sticks, roots, and other extraneous material.
  - Rake area to a relatively smooth grade to avoid pitfalls and surface puddling. The area is intended to look natural, but the surface should be free of walking hazards.
  - Apply soil amendments and fertilizers as specified.
  - Hydro-seed designated areas with the seed mix as specified at the rates specified. Seeds are available from Granite Seed, Lehi, Utah, 801.765.4422.
  - The native grass areas are not irrigated. Seed after October 15 as weather permits. Apply hydro-seed when ground is bare of snow and is not frozen. Owner will approve timing of seed application. The goal is to seed at the optimal time before winter so that maximum germination can occur with natural moisture. The grass mix's viability will partially depend on the next season's weather. Re-seeding may be necessary the following autumn.



SHEET ONE  
13 JULY 2020

Planting Plan

LAKEVIEW ESTATES

Hideout, Utah

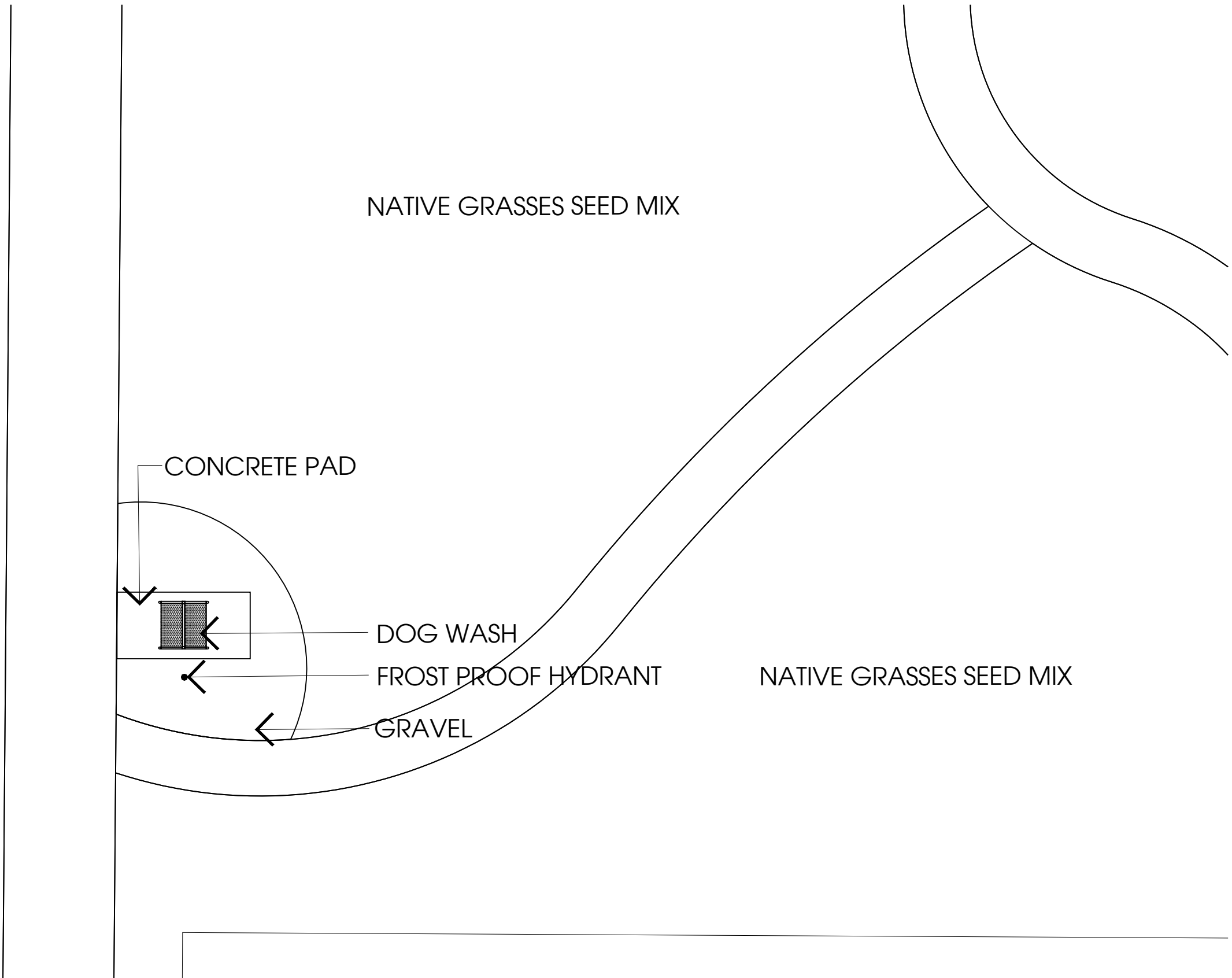
HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH



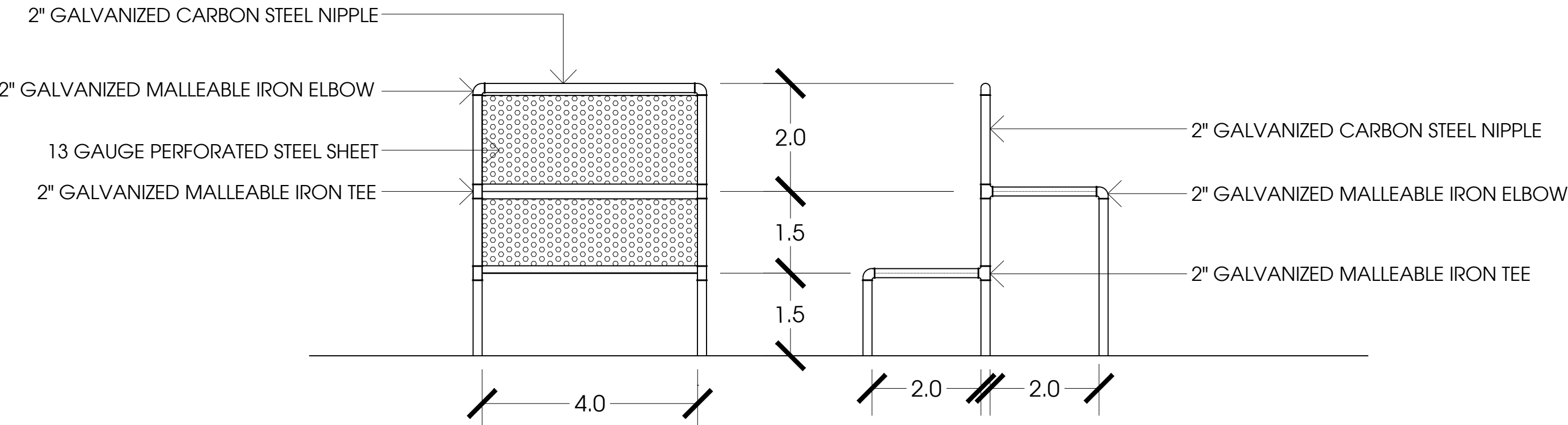
R. MICHAEL KELLY  
CONSULTANTS

LAND PLANNING . LANDSCAPE ARCHITECTURE  
P.O. Box 469, Millville, UT 84326 435.753.2955

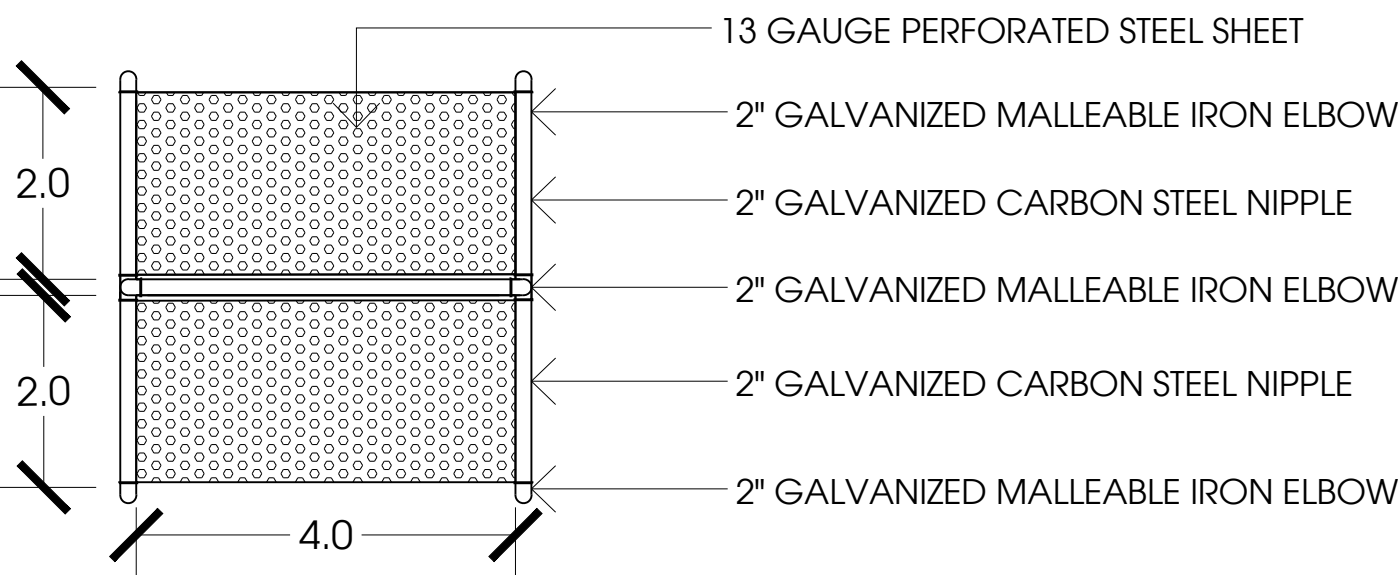




DOG WASH AREA  
DETAIL 1/2"=1'

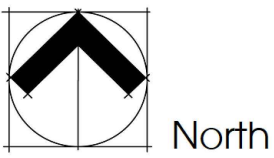


SECTION



PLAN

DOG WASH  
DETAIL 1/2"=1'



North

SHEET TWO

13 JULY 2020

Dog Wash Site Plan

# LAKEVIEW ESTATES

Hideout, Utah

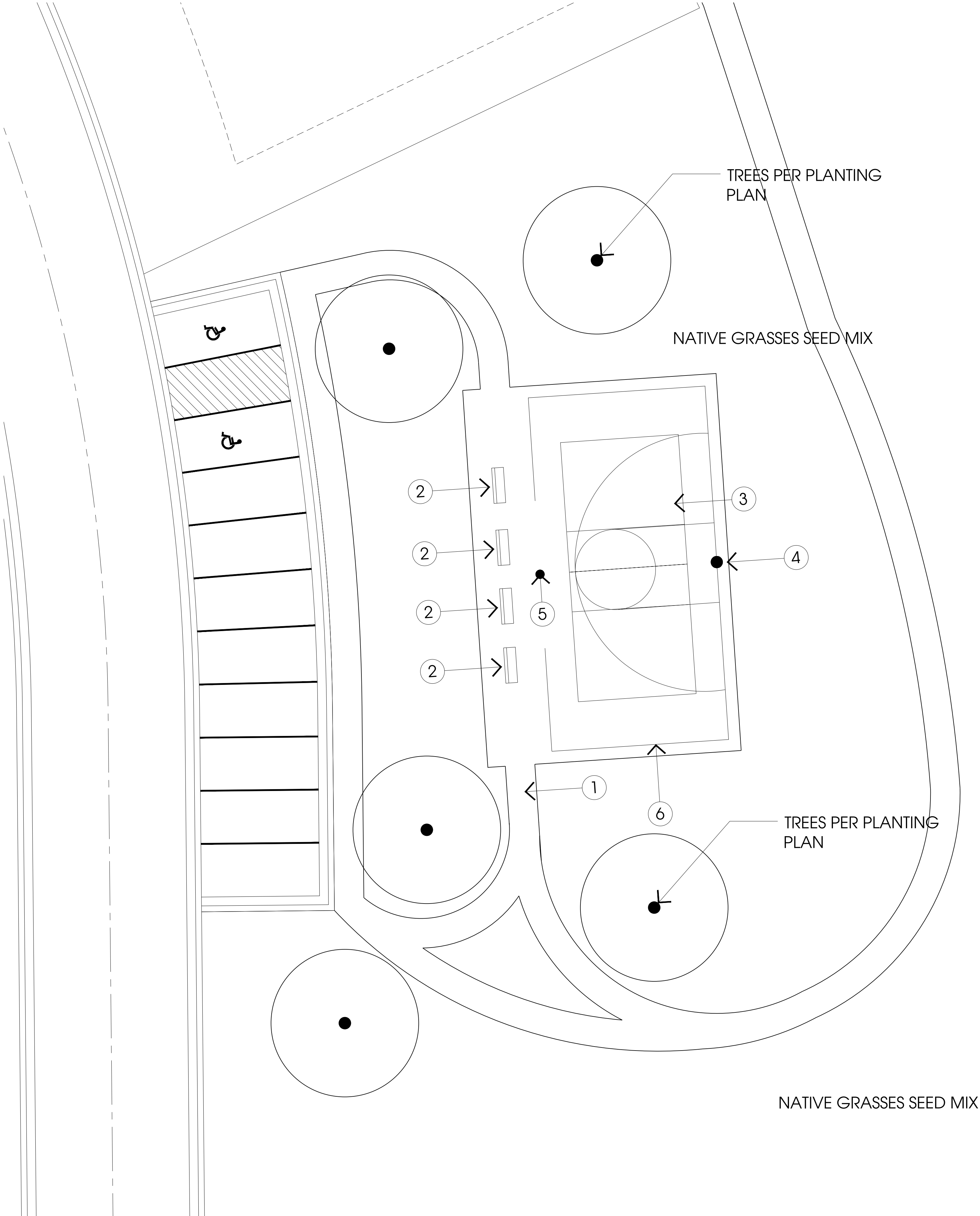
HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH



R. MICHAEL KELLY  
CONSULTANTS

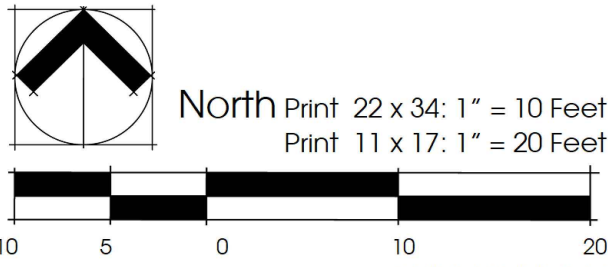
LAND PLANNING • LANDSCAPE ARCHITECTURE  
P.O. Box 469, Millville, UT 84326 435.753.2955





Lakeview Estates . Hideout, UT . Holmes Homes . CONSTRUCTION NOTES

1. CONCRETE PAVING: Four (4) inches thick. This paving is natural-color concrete.
2. BENCH: Douglas Fir Bench, Model number 79-60D. 6 ft. bench with back as manufactured by DuMor, 800.598.4018 and available from Sonntag Recreation, 4245 Panorama Cir S, Holladay, UT 84124, (801) 278-9797. Color BLACK. Install and anchor per manufacturer's specification (surface mount). Provide FOUR (4) at the sport court.
3. SPORT COURT: 4-inch-thick concrete. 8 ft. tall black chain link fence as shown on plan; court surfacing shall be concrete with painted striping for basketball and pickleball courts.
4. BASKETBALL GOAL: Provide and install ONE (1) Offset Gooseneck Post White Backboard and Double Rim, model number 203SS as manufactured by Game Time, 800-235-2440 and available from Great Western Park and Playground, P.O. Box 97, Wellsville, Utah 84339, 800-453-2735.
5. PICKLEBALL POSTS AND NET: Provide and install net posts for pickleball. Provide net.
6. CHAIN LINK FENCE: Black vinyl-coated chain link fence, eight (8) feet tall.



SHEET THREE  
13 JULY 2020  
Sport Court Enlargement

LAKEVIEW ESTATES

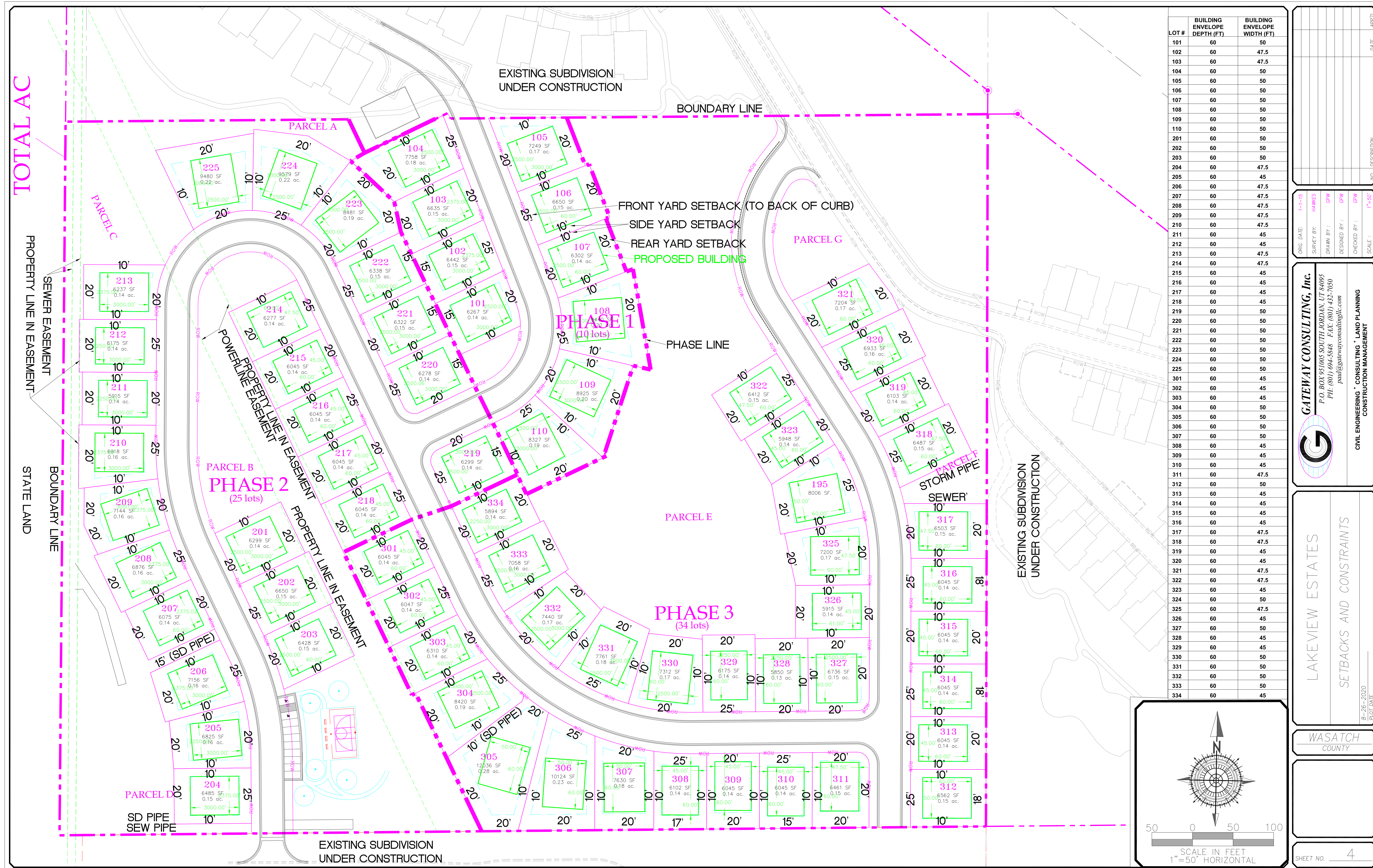
Hideout, Utah  
HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH



R. MICHAEL KELLY  
CONSULTANTS

LAND PLANNING . LANDSCAPE ARCHITECTURE  
P.O. Box 469, Millville, UT 84326 435.753.2955







# Hideout, Utah

\$45,532.00 Equipment Lease Purchase  
Dated October 15, 2020  
(3 Year)

## Table of Contents

### Report

|                       |   |
|-----------------------|---|
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| Sources & Uses        | 2 |



## Hideout, Utah

\$45,532.00 Equipment Lease Purchase

Dated October 15, 2020

(3 Year)

### Debt Service Schedule

| Date         | Principal          | Coupon   | Interest          | Total P+I          | Fiscal Total |
|--------------|--------------------|----------|-------------------|--------------------|--------------|
| 10/15/2020   | -                  | -        | -                 | -                  | -            |
| 10/15/2021   | 14,796.81          | 2.550%   | 1,161.07          | 15,957.88          | 15,957.88    |
| 10/15/2022   | 15,174.12          | 2.550%   | 783.75            | 15,957.87          | 15,957.87    |
| 10/15/2023   | 15,561.07          | 2.550%   | 396.81            | 15,957.88          | 15,957.88    |
| <b>Total</b> | <b>\$45,532.00</b> | <b>-</b> | <b>\$2,341.63</b> | <b>\$47,873.63</b> | <b>-</b>     |

### Yield Statistics

|                                   |             |
|-----------------------------------|-------------|
| Bond Year Dollars                 | \$91.83     |
| Average Life                      | 2.017 Years |
| Average Coupon                    | 2.5500102%  |
| Net Interest Cost (NIC)           | 2.5500102%  |
| True Interest Cost (TIC)          | 2.5500102%  |
| Bond Yield for Arbitrage Purposes | 2.5500102%  |
| All Inclusive Cost (AIC)          | 2.5500102%  |

### IRS Form 8038

|                           |             |
|---------------------------|-------------|
| Net Interest Cost         | 2.5500102%  |
| Weighted Average Maturity | 2.017 Years |



## Hideout, Utah

\$45,532.00 Equipment Lease Purchase

Dated October 15, 2020

(3 Year)

### Sources & Uses

Dated 10/15/2020 | Delivered 10/15/2020

#### Sources Of Funds

|                     |             |
|---------------------|-------------|
| Par Amount of Bonds | \$45,532.00 |
|---------------------|-------------|

|                      |                    |
|----------------------|--------------------|
| <b>Total Sources</b> | <b>\$45,532.00</b> |
|----------------------|--------------------|

#### Uses Of Funds

|  |           |
|--|-----------|
| Deposit to Project Lease Purchase Fund | 45,532.00 |
|--|-----------|

|                   |                    |
|-------------------|--------------------|
| <b>Total Uses</b> | <b>\$45,532.00</b> |
|-------------------|--------------------|



# Hideout, Utah

\$45,532.00 Equipment Lease Purchase  
Dated October 15, 2020  
(5 Year)

## Table of Contents

### Report

|                       |   |
|-----------------------|---|
| Debt Service Schedule | 1 |
| Sources & Uses        | 2 |



## Hideout, Utah

\$45,532.00 Equipment Lease Purchase

Dated October 15, 2020

(5 Year)

### Debt Service Schedule

| Date         | Principal          | Coupon   | Interest          | Total P+I          | Fiscal Total |
|--------------|--------------------|----------|-------------------|--------------------|--------------|
| 10/15/2020   | -                  | -        | -                 | -                  | -            |
| 10/15/2021   | 8,627.75           | 2.700%   | 1,229.36          | 9,857.11           | 9,857.11     |
| 10/15/2022   | 8,860.70           | 2.700%   | 996.41            | 9,857.11           | 9,857.11     |
| 10/15/2023   | 9,099.94           | 2.700%   | 757.18            | 9,857.12           | 9,857.12     |
| 10/15/2024   | 9,345.64           | 2.700%   | 511.48            | 9,857.12           | 9,857.12     |
| 10/15/2025   | 9,597.97           | 2.700%   | 259.15            | 9,857.12           | 9,857.12     |
| <b>Total</b> | <b>\$45,532.00</b> | <b>-</b> | <b>\$3,753.58</b> | <b>\$49,285.58</b> | <b>-</b>     |

### Yield Statistics

|                                   |             |
|-----------------------------------|-------------|
| Bond Year Dollars                 | \$139.02    |
| Average Life                      | 3.053 Years |
| Average Coupon                    | 2.7000020%  |
| Net Interest Cost (NIC)           | 2.7000020%  |
| True Interest Cost (TIC)          | 2.7000015%  |
| Bond Yield for Arbitrage Purposes | 2.7000015%  |
| All Inclusive Cost (AIC)          | 2.7000015%  |

### IRS Form 8038

|                           |             |
|---------------------------|-------------|
| Net Interest Cost         | 2.7000020%  |
| Weighted Average Maturity | 3.053 Years |



## Hideout, Utah

\$45,532.00 Equipment Lease Purchase

Dated October 15, 2020

(5 Year)

### Sources & Uses

Dated 10/15/2020 | Delivered 10/15/2020

#### Sources Of Funds

|                     |             |
|---------------------|-------------|
| Par Amount of Bonds | \$45,532.00 |
|---------------------|-------------|

|                      |                    |
|----------------------|--------------------|
| <b>Total Sources</b> | <b>\$45,532.00</b> |
|----------------------|--------------------|

#### Uses Of Funds

|  |           |
|--|-----------|
| Deposit to Project Lease Purchase Fund | 45,532.00 |
|--|-----------|

|                   |                    |
|-------------------|--------------------|
| <b>Total Uses</b> | <b>\$45,532.00</b> |
|-------------------|--------------------|



## FIXED EQUIPMENT LEASE

Long Name of Entity:

Address:

City, State Zip:

Attention:

Public Finance Office:

County:

Amount:

Rate:

Maturity Date:

First Pmt Date:

Payment Dates:

Auto Extend:

Governing Body:

Resolution Date:

Dated Date:

Day:

State:



§

## Lease Purchase Agreement

- 
- 
1. Lease/Purchases Agreement of the
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Exhibit F. Delivery and Acceptance Certificate
  8. Form 8038-G
  9. Wire Transfer Request



---

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LEASE/PURCHASE AGREEMENT

Dated as of

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

,  
as Lessee

---

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| Security Documents .....                       | Exhibit E |
| Delivery and Acceptance Certificate .....      | Exhibit F |



## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of , by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank”), and (the “Lessee”), a public agency of the State of (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.



“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.



(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.



(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.



(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the



Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate



arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest



components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

**SECTION 3.2 Term.** The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on , unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.



SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

#### SECTION 3.4 Lease Payments.

- (a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").
- (b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.
- (c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable



exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or



replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE V

### COVENANTS

**SECTION 5.1 Use of the Leased Property.** The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

**SECTION 5.2 Interest in the Leased Property and this Lease.** Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

### **SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.**

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.



(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

#### SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank



may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.



SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.



SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.



## ARTICLE IX

## MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:Attention:

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.



SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A.**, as Lessor

By: \_\_\_\_\_  
Authorized Officer

, as Lessee

By: \_\_\_\_\_  
\_\_\_\_\_  
Title



## EXHIBIT A

## FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of \_\_\_\_\_ hundredths percent (%) per annum calculated based on actual number of days elapsed during a 360-day year.

**2. Payment Dates and Amounts.**



EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY



## EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The (the “Governing Body”) of (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.



Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
 \_\_\_\_\_ of (the "Lessee").  
 (Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on , as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 2020.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



EXHIBIT D  
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this day of , between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

\_\_\_\_\_  
Attorney for Lessee



EXHIBIT E  
SECURITY DOCUMENTS

[Attach a UCC-1 Financing Statement or Certificate of Title showing ZIONS BANCORPORATION, N.A. as the  
lien holder]



## EXHIBIT F

## DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
 One South Main Street, 17<sup>th</sup> Floor  
 Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

By: \_\_\_\_\_  
 (Authorized Signature)

Date: \_\_\_\_\_



☐ Mining



## RESOLUTION 2020 - \_\_\_\_\_

**A resolution approving the form of the Lease/Purchase Agreement with  
Zions Bancorporation, N.A., Salt Lake City, Utah and authorizing the  
execution and delivery thereof**

Whereas, The Town Council (the "Governing Body") of the Town of Hideout (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of the Town of Hideout as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

**Adopted and approved** by the governing body of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020.

TOWN OF HIDEOUT:

Signed: \_\_\_\_\_  
Phil Rubin, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Fairbourne, Town Clerk



**ORDINANCE NO. 20-0X****AN ORDINANCE RESTRICTING ON STREET PARKING IN THE TOWN OF HIDEOUT, UTAH; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE**

**WHEREAS**, the Wasatch County Fire District ("Fire District") sent a letter of concern dated ??? ("Letter") to the Town of Hideout expressing concerns regarding the operation of emergency vehicles within certain areas of the Town based on road widths; and,

**WHEREAS**, the Letter references Section 503 Appendix D103 of the Fire Code documenting a minimum road width standard of twenty-six feet (26) (exclusive of shoulders); and,

**WHEREAS**, the Letter further indicates that parked vehicles on roads which are below the prescribed width can adversely impact emergency vehicle access in certain circumstances; and,

**WHEREAS**, on July 9, 2020, the Fire Marshall of the Fire District provided testimony at a meeting of the Town Council, which testimony is incorporated herein by reference, and stated, among other things: that the Fire District's emergency vehicles vary in width from ten feet (10') for an ambulance to just under twenty-one feet (21') for a ladder truck with outriggers fully extended; that in any given emergency situation the fire district often deploys multiple vehicles; that in addition to fire and medical vehicles, police vehicles are frequently deployed to emergency situations so that law enforcement officers can assist with crowd control and other matters; that it is frequently the case that one emergency vehicle will need to pass another vehicle to effectively meet the public safety needs associated with, or otherwise sufficiently address, the emergency situations which the Fire District encounters; that roads which are blocked in whole or in part by vehicles can exacerbate emergency situations by, among other things, preventing, limiting, or delaying emergency egress; that to promote public safety in emergency situations, the Fire District encourages municipalities to adopt minimum municipal road with standards which meet or exceed the twenty-six foot (26') minimum road with identified by the Fire Code; and that various jurisdictions within Wasatch County address fire safety concerns by adopting minimum municipal road width standards which exceed the twenty-six foot (26') minimum road width identified by the Fire Code; and

**WHEREAS**, the Town Council finds that emergency vehicle access (fire and medical) and effective, unblocked evacuation routes will promote the health, safety, and welfare of the residents of the Town and the public in general; and,

**WHEREAS**, the Town adopted Ordinance 2019-4 ("An Ordinance Regarding Review of Subdivision Plans and Plats") which provided for review of subdivision plans and plats by the Fire District and the recitals and findings of which dealing with the danger of wildfire related matters are hereby incorporated by reference;



**WHEREAS**, the Town Council finds that future Fire Code's minimum road width , as enumerated by the Wasatch Fire District, is prudent for the safety of the Town residents and visitors, and;

**WHEREAS**, the Town Council finds that preventing parked vehicles on public streets, as provided herein, is one way to enhance public safety by providing enhanced access, ingress, and egress during emergency situations, including enhanced mobility for emergency vehicles; and,

**WHEREAS**, the Town Council finds that effective traffic flow for garbage, snow removal, and delivery services are necessary for the health safety and welfare of the Town residents and visitors and that preventing parked vehicles on public streets, as provided herein, will further that objective; and,

**WHEREAS**, Public Safety is of utmost concern to the Town Council; and,

**WHEREAS**, the Town has published notice, as required by law, of its intent to amend the provisions of the Town Code,

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

**SECTION I: Recitals Incorporated.** The foregoing recitals are hereby incorporated into this Ordinance as findings of fact.

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

**SECTION III: Parking Restrictions and Road Width Requirements.** The following provisions shall be enacted and incorporated into the Town Code:

**A. Modification to Existing Code:**

**1. Section 7.16.020 shall be amended to read:**

**7.16.020 PARKING NOT TO OBSTRUCT TRAFFIC OR EMERGENCY SERVICES**

No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than twenty-six feet (26') of the width of the roadway pavement for free movement of vehicular traffic or emergency services.

**2. Section 7.16.025 shall be added:**

**7.16.025 CONSTRUCTION PARKING**

Where necessary to comply with Section 7.16.020, builders/developers are required to provide off-street parking for all construction-related vehicles.



Under no circumstances shall these vehicles be permitted to park in such a way as to violate Section 7.16.020.

**3. Section 7.16.037 shall be added:**

**7.16.037 EMERGENCY SERVICES ACCESS**

In addition to the foregoing general parking regulations, the following regulations to apply to parking on public roadways within the Town in order to facilitate emergency services access:

- a) It shall be unlawful to park or leave unattended any vehicle in a roundabout, cul-de-sac, or dead end.
- b) It shall be unlawful to park vehicles within thirty feet (30') feet of an intersection or blind curve.
- c) Employees of the Town are hereby authorized to remove or have removed at their discretion any vehicle found on a street in violation of this section. Any person who parks, leaves or deposits any such vehicle or other obstruction, shall be liable for all removal and impoundment costs (including Town administrative costs). The Town shall not be responsible for injury and/or damage claims.

**4. Section 7.16.050 shall be amended to read:**

**7.16.050 ON STREET PARKING PROHIBITED**

- a) The Town is authorized to erect signs indicating no parking upon any street when the width of the roadway pavement is less than thirty-two feet (32'), or upon one side of a street as indicated by such signs when the width of the roadway pavement exceeds thirty-two feet (32').
- b) When signs prohibiting parking are erected upon streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

**5. Sections within 7.16 shall be amended:**

- Replace all references to "Chief of Police" with "Town".

**6. Section 7.16.170 shall be amended to read:**

**7.16.170 CERTAIN ACTS DECLARED A NUISANCE**

- a) In addition to any other restrictions on parking, the parking or leaving of any vehicle upon a public street in the same place continuously for forty-eight (48) hours, or in excess thereof, is



prohibited and is declared to be a nuisance and detrimental to the safe and proper regulation of traffic.

- b) The parking or leaving of any vehicle (including heavy machinery, trailers) within the Public Right of Way in the same place continuously for forty-eight (48) hours, or in excess thereof, is prohibited and is declared to be a nuisance.
- c) The storage or deposit of construction materials, supplies, waste, or dumpsters within the Public Right of Way is prohibited and is declared to be a nuisance.

Unless otherwise specified, vehicle in this section means:

- Any automobile, truck, motorcycle, trailer, backhoe, loader or other piece of construction machinery, and every other means of conveyance of persons or cargo included within the scope of the Utah Motor Vehicle Code.

**7. Section 7.16.210 shall be amended to read:**

**7.16.210 ENFORCEMENT PROCEDURES**

- a) The parking regulations set forth in this chapter shall be enforced by the Town and the Town's contracted parking enforcement officers.
- b) The Town may elect to contract all or part of the enforcement of the Town parking code with a private entity to the extent allowable under law.
- c) If any vehicle is found parked, standing, or stopped in violation of this title, or otherwise violates the provisions of this title, the officer, the Town's parking enforcement agents may conspicuously affix to the vehicle a notice of parking infraction. A notice of parking infraction represents a determination that a parking infraction has been committed.
- d) In any parking violation case involving a violation of this code relating to the stopping, standing, or parking of a vehicle, proof that the particular vehicle described in the notice of parking infraction was stopping, standing, or parking in violation of any provision of this title, together with proof of registered ownership of the vehicle at the time of the violation, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person who parked or placed the vehicle at the point where, and for the time during which, the violation occurred, provided the procedure for issuing a parking violation set forth herein has been followed.
- e) The Town reserves the right to tow any vehicle found in violation of this title. Any person who parks, leaves or deposits any such



vehicle or other obstruction, shall be liable for all removal and impoundment costs (including Town administrative costs). The Town shall not be responsible for injury and/or damage claims.

#### **B. Minimum Road Width Adopted:**

**On and after the effective date of this Ordinance, no roadway providing access to a residential dwelling may be designed or platted to have a pavement width of less than twenty-six feet (26') exclusive of gutters and curbing.**

#### **C. Public Interest:**

The Town Council formally finds, on the record, that a compelling, countervailing public interest pertaining to emergency vehicle access and emergency ingress and egress would be jeopardized by continuing to allow parking on public streets in violation of the provisions of this Ordinance and by not adopting the minimum road width standard set forth herein. This finding is made pursuant to Utah Code § 10-9a-509(1)(a)(ii), as the same exists as of the date of this Ordinance. The intent of this Ordinance is that the provisions and requirements hereof shall hereafter apply to all roads and properties within the Town regardless of any applicable recorded development agreement or other prior vested rights (meaning any subdivision which has received Final Plan approval but for which plat recordation has not yet occurred).

#### **D. Call to Action:**

The streets and street segments identified below as "No Parking Streets and Street Segments" are hereby designated as no parking areas and may be posted as NO PARKING signage.

The streets and street segments identified below a "Restricted Streets and Street Segments" are hereby designated as areas where parking is allowed only on one side of the street. The Town's parking enforcement agents shall determine the side of the street which will support parking and may install appropriate signage to denote the parking restrictions.

All signage may include language that towing will be enforced and that owners will be responsible for towing and administrative charges.

Signage example as follows:





**NO PARKING STREETS AND STREET SEGMENTS:**

(pavement less than 32')

| <b>Street</b>             | <b>Segment</b>  | <b>Current pavement width</b> |
|---------------------------|---|-------------------------------|
| <b>Belaview Way</b>       |   | 26'                           |
| <b>Black Hawk Way</b>     |   | 21'                           |
| <b>Deer Mountain Blvd</b> | From SR248 to Town Boundary   | 26'                           |
| <b>E Viewside Cir</b>     |   | 17'                           |
| <b>Forevermore Ct</b>     |   | 19.8'                         |
| <b>Fox Hollow Ct</b>      |   | 24'                           |
| <b>Golden Eagle Cir</b>   |   | 25'                           |
| <b>Golden Eagle Rd</b>    | From Golden Eagle Circle to Outlaw Road                               | 25.5"                         |
| <b>Golden Eagle Rd</b>    | From SR248  | 20.5"                         |
| <b>Hideout Cove</b>       |   | 26'                           |
| <b>Hideout Tr</b>         |   | 26'                           |
| <b>Lariat Ct</b>          |   | 22'                           |
| <b>Lasso Tr</b>           |   | 26'                           |
| <b>Longview Dr</b>        | Within Rustler  | 20.75'                        |
| <b>Longview Dr</b>        | No curb section south of the traffic circle                           | 24'                           |
| <b>Longview Dr</b>        | Curbed section south of the traffic circle to the entrance to Rustler | 26'                           |
| <b>Longview Dr</b>        | Curbed section north of the traffic circle                            | 26'                           |
| <b>Longview Dr</b>        | No curb section north of the traffic circle                           | 22'                           |
| <b>Longview Dr</b>        | From Shoreline Drive to the end of pavement                           | 22'                           |
| <b>N Soaring Hawk Ln</b>  |   | 21'                           |
| <b>N White Tail Ct</b>    |   | 21'                           |
| <b>Perfect Pass Ln</b>    |   | 18'                           |
| <b>Perfective Dr</b>      |   | 18'                           |
| <b>Recreation Dr</b>      |   | 22'                           |
| <b>Rustler Ct</b>         |   | 17'                           |
| <b>Shoreline Ct</b>       |   | 22'                           |
| <b>Shoreline Dr</b>       | From Longview Dr to Recreation Dr                                     | 22'                           |
| <b>Sightline Cir</b>      |   | 17'                           |
| <b>Soaring Hawk Ln</b>    |   | 21'                           |
| <b>Upside Dr</b>          |   | 18'                           |



|                       |     |
|-----------------------|-----|
| <b>Wake Rider Cir</b> | 18' |
| <b>White Tail Ct</b>  | 21' |

RESTRICTED STREETS AND STREET SEGMENTS:

(pavement greater than or equal to 32')

| <b>Street</b>          | <b>Segment</b>   | <b>Current pavement width</b> |
|------------------------|--|-------------------------------|
| <b>Shoreline Drive</b> | From SR248 (at Ross Creek) to the entrance to the state park | 41'                           |

SECTION IV: Communication to Residents. In addition to installing appropriate signage, the Town's parking enforcement agents are directed to provide appropriate communication to Town residents regarding the provisions set forth herein.

SECTION V: 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 VI: Effective Date. This ordinance, being necessary to ensure safety and unrestricted traffic, shall become effective immediately.

**PASSED AND ADOPTED** by the Town Council of Hideout, Utah, this \_\_\_\_ day of, 2020.

**TOWN OF HIDEOUT**

\_\_\_\_\_  
Philip Rubin, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

**EXHIBIT A**

**(Fire District Letter)**



10/8/2020

**General Town Expenses**

|                                    |  |          |           |
|------------------------------------|--|----------|-----------|
| Ace Hardware                       | Supplies   | 23.96    |           |
| Ace Signs & Designs                | Plan Prints/Signs                                | 96.00    |           |
| All West                           | Monthly service                                  | 217.82   |           |
| Ally                               | Paid Off   | -        |           |
| Alpine Business Products           | Supplies   | -        |           |
| Associated Business Tech           | Office printer supplies                          | 232.00   |           |
| Associated Business Tech           | Office printer lease                             | 136.87   |           |
| Chemtech-Ford                      | Disinfection byproducts                          | -        |           |
| Dominion                           | Utilities  | 12.60    |           |
| Fuelman                            | Fuel roads                                       | 475.29   |           |
| Hideout                            | Utilities  | 215.20   |           |
| Home Depot                         | Road maintenance materials                       | 262.92   |           |
| Integrated Planning & Design       | Planning services                                | 1,850.00 |           |
| Peak Law                           | Legal representation - town charges              | 2,990.00 |           |
| Pelorus Methods                    | Quarterly service/maintenance financial software | 600.00   |           |
| Professional Alarm, Inc.           | Alarm monitoring                                 | 80.00    |           |
| PEHP                               | Health insurance January & February              | 1,996.68 |           |
| Rocky Mountain Power               | Utilities  | 382.55   |           |
| Safety Supply & Sign               | Streets materials, signs                         | -        |           |
| SaltWorx Inc                       | Salt   | 2,056.36 |           |
| Solano, Laura                      | Cleaning services                                | 150.00   |           |
| Sweat Electric                     | Electrical services to roundabout cameras        | 426.75   |           |
| T-O Engineers                      | Engineering -- town expenses                     | -        |           |
| Tech Logic                         | Monthly service, Office 365, backup              | 645.00   |           |
| Thyssenkrupp Elevator              | Maintenance                                      | -        |           |
| Utah Media Group                   | Noticing   | 80.60    |           |
| Utah League of Cities & Town       | Annual convention                                | 298.00   |           |
| Verizon Wireless                   | Equipment and monthly service                    | 370.45   |           |
| Wasatch Co Solid Waste             | Utilities  | -        |           |
| York Howell & Guymon               | Legal representation - town charges              | -        |           |
| <b>Total General Town Expenses</b> |  |          | 13,599.05 |

**Expenses Passed Through**

|                                      |  |           |           |
|--------------------------------------|--|-----------|-----------|
| Rick Gines                           | Inspections  | -         |           |
| Integrated Planning & Design         | Plan review  | 1,000.00  |           |
| Park Record                          | Public noticing                                    | -         |           |
| Peak Law                             | Legal representation - pass through Aug/Sept       | 26,895.00 |           |
| T-O Engineers                        | Inspections  | -         |           |
| T-O Engineers                        | Pass through expenses billed                       | -         |           |
| York Howell & Guymon                 | Legal representation - pass through charges billed | -         |           |
| <b>Total Expenses Passed Through</b> |  |           | 27,895.00 |

**TOTAL GENERAL FUND EXPENSES FOR APPROVAL**

41,470.09      41,494.05

**Expenses from Enterprise Funds**



|   |                                  |           |           |
|---|----------------------------------|-----------|-----------|
| Clyde Snow                                    | Water matters                    | 385.00    |           |
| Dakody Gines                                  | Sewer/water maintenance & repair | 1,490.00  |           |
| Rick Gines                                    | Water maintenance & repair       | 1,060.00  |           |
| Jordanelle SSD                                | Sewer                            | 4,618.09  |           |
| Jordanelle SSD                                | Water                            | 24,187.50 |           |
| Mountainland Supply Co                        | Valves/meters                    | 2,890.07  |           |
| Precision Power                               | Repairs/maintenance lift station | -         |           |
| Summit Co Health Dept                         | Water testing                    | 60.00     |           |
| T-O engineers                                 | Engineering                      | -         |           |
| Twin D Inc                                    | Emergency repair sewer           | -         |           |
| USA BlueBook                                  | Water testing supplies           | 55.43     |           |
| <b>TOTAL ENTERPRISE EXPENSES FOR APPROVAL</b> |                                  |           | 34,746.09 |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|  | <u>Period Actual</u> | <u>YTD Actual</u> |
|--|----------------------|-------------------|
| <b>Net Position</b>                    |                      |                   |
| <b>Assets:</b>                         |                      |                   |
| <b>Current Assets</b>                  |                      |                   |
| <b>Cash and cash equivalents</b>       |                      |                   |
| 1111 Key Bank (4000)                   | 67,519               | 15,179            |
| 1112 B & C Roads 5783 @ Key            | -                    | 59,317            |
| 1113 PTIF 5148 B & C Roads             | 164                  | 261,353           |
| 1114 Key Bank (0993)                   | (168,018)            | 409,391           |
| 1116 Zions Bank - City Bldg Acct       | -                    | 1,319             |
| 1117 PTIF 5910 Building Payments       | 18                   | 28,734            |
| 1120 Xpress Bill Pay Clearing          | 24,730               | 3,485             |
| 1170 Petty cash                        | -                    | 100               |
| 1175 Undeposited receipts              | (8,242)              | 151               |
| <b>Total Cash and cash equivalents</b> | <b>(83,829)</b>      | <b>779,029</b>    |
| <b>Receivables</b>                     |                      |                   |
| 1311 Accounts receivable               | 970                  | 159,074           |
| 1341 Due from other governments        | 1,833                | 178,230           |
| 1411 Due from other                    | (2,886)              | 1,520             |
| <b>Total Receivables</b>               | <b>(83)</b>          | <b>338,824</b>    |
| <b>Other current assets</b>            |                      |                   |
| 1580 Suspense                          | 193                  | 193               |
| <b>Total Other current assets</b>      | <b>193</b>           | <b>193</b>        |
| <b>Total Current Assets</b>            | <b>(83,719)</b>      | <b>1,118,046</b>  |
| <b>Total Assets:</b>                   | <b>(83,719)</b>      | <b>1,118,046</b>  |
| <b>Liabilities and Fund Equity:</b>    |                      |                   |
| <b>Liabilities:</b>                    |                      |                   |
| <b>Current liabilities</b>             |                      |                   |
| 2131 Accounts payable                  | (5,173)              | 16,308            |
| 2211 Accrued wages payable             | (1,437)              | 565               |
| 2220 Payroll liability clearing        | (307)                | 113               |
| 2221 Accrued SS, MC, & FWT payable     | 345                  | (2,947)           |
| 2222 Accrued state withholding payable | (125)                | (5,241)           |
| 2223 Accrued state unemployment ins    | (52)                 | 12                |
| 2306 UT Building permit surcharge      | 768                  | 2,651             |
| 2307 Security deposits                 | 39,402               | 188,034           |
| 2307.1 Application Deposits            | 310                  | 69,510            |
| 2308 Prepaid assessments - water       | -                    | 1,650             |
| 2602 Professional Services Advanced    | -                    | (8,828)           |
| <b>Total Current liabilities</b>       | <b>33,731</b>        | <b>261,827</b>    |
| <b>Deferred inflows</b>                |                      |                   |
| 2380 Deferred inflows - property taxes | -                    | 117,198           |
| 2734 All West                          | 590                  | 17,386            |
| 2735 The Views Development Review      | -                    | (825)             |
| <b>Total Deferred inflows</b>          | <b>590</b>           | <b>133,759</b>    |
| <b>Long-term liabilities</b>           |                      |                   |
| 2601 Developer Performance Bonds He    | -                    | 1,000             |
| 2700 Western Ventures-Deer Springs     | -                    | 90,970            |
| 2701 Deer Waters Resort                | -                    | 2,578             |
| 2703 Golden Eagle Phase 1              | -                    | 10,856            |
| 2705 Golden Eagle Phase 3              | -                    | (3,560)           |
| 2712 Klaim                             | -                    | 8,662             |
| 2713 Klaim The View at Hideout         | -                    | 765               |
| 2714 New Town Center & Perch The Se    | -                    | (704)             |
| 2715 Perches/Commercial (Golden Eagl   | -                    | 704               |
| 2716 Plumb Holdings                    | -                    | 1,069             |
| 2721 Shoreline (Remaining Lots)        | -                    | (9,595)           |
| 2722 Shoreline Phase 1 Plat "A"        | -                    | 3,301             |
| 2724 Shoreline Phase 1 Plat "C"        | -                    | 62,977            |
| 2725 Shoreline Phase 2                 | -                    | 77,259            |
| 2726 Shoreline Phase 2A                | -                    | 280               |
| 2727 Soaring Hawk Phase 1 Soaring H    | (448)                | (691)             |
| 2729 Soaring Hawk Phase 3 Fox Hollow   | 448                  | 2,466             |
| 2730 Soaring Hawk Phase 4              | -                    | 706               |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|   | <u>Period Actual</u>    | <u>YTD Actual</u>       |
|---|-------------------------|-------------------------|
| 2731 Sunrise                                | -                       | 3,180                   |
| 2732 Vanden Akker                           | -                       | 51                      |
| 2733 Venturi                                | -                       | (320)                   |
| 2800 Deer Waters Performance Bond           | (167,916)               | 95,650                  |
| 2801 Creekside                              | 1,000                   | -                       |
| <b>Total Long-term liabilities</b>          | <b><u>(166,916)</u></b> | <b><u>347,604</u></b>   |
| <b>Total Liabilities:</b>                   | <b><u>(132,595)</u></b> | <b><u>743,190</u></b>   |
| <b>Equity - Paid In / Contributed</b>       |                         |                         |
| 2971 Restricted                             | -                       | 32,299                  |
| 2981 Fund balance                           | 48,875                  | 342,556                 |
| <b>Total Equity - Paid In / Contributed</b> | <b><u>48,875</u></b>    | <b><u>374,855</u></b>   |
| <b>Total Liabilities and Fund Equity:</b>   | <b><u>(83,720)</u></b>  | <b><u>1,118,045</u></b> |
| <b>Total Net Position</b>                   | <b><u>1</u></b>         | <b><u>1</u></b>         |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|   | Period Actual  | YTD Actual     | Monthly Budget | Annual Budget  | Over/(Under)     | Percentage    |
|---|----------------|----------------|----------------|----------------|------------------|---------------|
| <b>Change In Net Position</b>             |                |                |                |                |                  |               |
| <b>Revenue:</b>                           |                |                |                |                |                  |               |
| <b>Taxes</b>                              |                |                |                |                |                  |               |
| 3110 Property taxes - current             | -              | -              | -              | 131,480        | (131,480)        | -             |
| 3120 Prior year property taxes - delinque | 984            | 984            | -              | 7,500          | (6,516)          | 13.12%        |
| 3124 Fee-in-lieu of property taxes        | 434            | 434            | 126            | 1,200          | (766)            | 36.17%        |
| 3130 Sales tax                            | 12,098         | 12,098         | 8,638          | 90,000         | (77,902)         | 13.44%        |
| 3135 Telecomm Tax Revenue                 | 169            | 169            | 153            | 1,840          | (1,671)          | 9.18%         |
| 3137 Franchise Fee Revenue                | -              | -              | 58             | 700            | (700)            | -             |
| 3140 Municipal energy taxes               | -              | -              | 2,308          | 39,300         | (39,300)         | -             |
| <b>Total Taxes</b>                        | <b>13,685</b>  | <b>13,685</b>  | <b>11,283</b>  | <b>272,020</b> | <b>(258,335)</b> | <b>5.03%</b>  |
| <b>Licenses and permits</b>               |                |                |                |                |                  |               |
| 3210 Business licenses                    | 150            | 150            | -              | 300            | (150)            | 50.00%        |
| 3221 Building permits                     | 111,766        | 111,766        | 37,964         | 250,000        | (138,234)        | 44.71%        |
| <b>Total Licenses and permits</b>         | <b>111,916</b> | <b>111,916</b> | <b>37,964</b>  | <b>250,300</b> | <b>(138,384)</b> | <b>44.71%</b> |
| <b>Intergovernmental revenue</b>          |                |                |                |                |                  |               |
| 3356 Class C road allotment               | -              | -              | -              | 78,000         | (78,000)         | -             |
| <b>Total Intergovernmental revenue</b>    | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>78,000</b>  | <b>(78,000)</b>  | <b>-</b>      |
| <b>Charges for services</b>               |                |                |                |                |                  |               |
| 3231 Planning & Zoning Fees               | -              | -              | 10,833         | 130,000        | (130,000)        | -             |
| 3490 Other services revenue               | 330            | 330            | 17             | 200            | 130              | 165.00%       |
| <b>Total Charges for services</b>         | <b>330</b>     | <b>330</b>     | <b>10,850</b>  | <b>130,200</b> | <b>(129,870)</b> | <b>0.25%</b>  |
| <b>Fines and forfeitures</b>              |                |                |                |                |                  |               |
| 3510 Fines and forfeitures                | 400            | 400            | 208            | 2,500          | (2,100)          | 16.00%        |
| <b>Total Fines and forfeitures</b>        | <b>400</b>     | <b>400</b>     | <b>208</b>     | <b>2,500</b>   | <b>(2,100)</b>   | <b>16.00%</b> |
| <b>Interest</b>                           |                |                |                |                |                  |               |
| 3610 Interest earnings                    | 112            | 112            | 260            | 4,200          | (4,088)          | 2.67%         |
| <b>Total Interest</b>                     | <b>112</b>     | <b>112</b>     | <b>260</b>     | <b>4,200</b>   | <b>(4,088)</b>   | <b>2.67%</b>  |
| <b>Miscellaneous revenue</b>              |                |                |                |                |                  |               |
| 3690 Other revenue                        | 1,000          | 1,000          | 100            | 1,200          | (200)            | 83.33%        |
| <b>Total Miscellaneous revenue</b>        | <b>1,000</b>   | <b>1,000</b>   | <b>100</b>     | <b>1,200</b>   | <b>(200)</b>     | <b>83.33%</b> |
| <b>Total Revenue:</b>                     | <b>127,443</b> | <b>127,443</b> | <b>60,665</b>  | <b>738,420</b> | <b>(610,977)</b> | <b>17.26%</b> |
| <b>Expenditures:</b>                      |                |                |                |                |                  |               |
| <b>General government</b>                 |                |                |                |                |                  |               |
| <b>Administrative</b>                     |                |                |                |                |                  |               |
| 5001.1 Admin Contract services            | -              | -              | -              | 5,000          | (5,000)          | -             |
| 5001.2 Admin Council pay                  | 162            | 162            | 639            | 3,600          | (3,438)          | 4.50%         |
| 5001.4 Admin Insurance                    | 8,619          | 8,619          | 2,500          | 2,500          | 6,119            | 344.76%       |
| 5001.6 Admin Mileage reimbursement        | 198            | 198            | 104            | 2,500          | (2,302)          | 7.92%         |
| 5001.7 Admin Office supplies              | 360            | 360            | 244            | 3,000          | (2,640)          | 12.00%        |
| 5001.8 Admin Personnel                    | 2,150          | 2,150          | 7,917          | 95,000         | (92,850)         | 2.26%         |
| 5001.9 Admin Public notices               | -              | -              | 28             | 3,500          | (3,500)          | -             |
| 5001.A Admin Security Alarm Monitoring    | 80             | 80             | 65             | 1,000          | (920)            | 8.00%         |
| 5003 Admin Benefits                       | 1,867          | 1,867          | 1,375          | 16,500         | (14,633)         | 11.32%        |
| 5004 Admin Other                          | -              | -              | -              | 1,000          | (1,000)          | -             |
| 5010 Admin Information Technology         | 1,449          | 1,449          | 559            | 7,840          | (6,391)          | 18.48%        |
| 5016 Admin Telephone                      | 375            | 375            | 187            | 2,800          | (2,425)          | 13.39%        |
| 5017 Admin Training                       | 225            | 225            | 138            | 875            | (650)            | 25.71%        |
| 5018 Admin Website                        | -              | -              | 337            | 350            | (350)            | -             |
| 5019 Admin Membership                     | -              | -              | 81             | 1,200          | (1,200)          | -             |
| 5030 Admin Repairs & maintenance          | -              | -              | 308            | 4,200          | (4,200)          | -             |
| 5050 Admin Utilities                      | 541            | 541            | 369            | 4,000          | (3,459)          | 13.53%        |
| 5069 Miscellaneous                        | 1,103          | 1,103          | -              | 500            | 603              | 220.60%       |
| <b>Total Administrative</b>               | <b>17,129</b>  | <b>17,129</b>  | <b>14,851</b>  | <b>155,365</b> | <b>(138,236)</b> | <b>11.03%</b> |
| <b>Professional services</b>              |                |                |                |                |                  |               |
| 5002.1 Accounting                         | -              | -              | 292            | 3,500          | (3,500)          | -             |
| 5002.2 Legal                              | 20,134         | 20,134         | 5,333          | 64,000         | (43,866)         | 31.46%        |
| 5002.3 Engineering                        | -              | -              | 1,458          | 17,500         | (17,500)         | -             |
| 5002.4 Building inspection                | -              | -              | 15,414         | 125,000        | (125,000)        | -             |
| 5002.5 Plan prints                        | -              | -              | 208            | 2,500          | (2,500)          | -             |
| 5002.50 Engineering DRC Review            | -              | -              | 3,750          | 45,000         | (45,000)         | -             |
| 5002.60 Planning                          | 6,050          | 6,050          | 2,500          | 30,000         | (23,950)         | 20.17%        |



**Town of Hideout**  
**Budget Comparison Report**  
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**8.33% of the fiscal year has expired**

|                                     | Period Actual | YTD Actual    | Monthly Budget | Annual Budget  | Over/(Under)     | Percentage     |
|-------------------------------------|---------------|---------------|----------------|----------------|------------------|----------------|
| 5002.65 Building Plan Review        | -             | -             | 3,750          | 45,000         | (45,000)         | -              |
| <b>Total Professional services</b>  | <b>26,184</b> | <b>26,184</b> | <b>32,705</b>  | <b>332,500</b> | <b>(306,316)</b> | <b>7.87%</b>   |
| <b>Total General government</b>     | <b>43,313</b> | <b>43,313</b> | <b>47,556</b>  | <b>487,865</b> | <b>(444,552)</b> | <b>8.88%</b>   |
| <b>Public Safety</b>                |               |               |                |                |                  |                |
| 5101 Safety Personnel               | -             | -             | -              | 11,000         | (11,000)         | -              |
| 5105 Safety Police department       | -             | -             | -              | 40,000         | (40,000)         | -              |
| <b>Total Public Safety</b>          | <b>-</b>      | <b>-</b>      | <b>-</b>       | <b>51,000</b>  | <b>(51,000)</b>  | <b>-</b>       |
| <b>Streets</b>                      |               |               |                |                |                  |                |
| 5201 Streets Personnel              | 4,459         | 4,459         | 4,167          | 50,000         | (45,541)         | 8.92%          |
| 5202 Streets Auto maintenance       | -             | -             | -              | 2,500          | (2,500)          | -              |
| 5203 Streets Benefits               | -             | -             | 450            | 5,400          | (5,400)          | -              |
| 5204 Streets Fuel                   | -             | -             | 168            | 4,500          | (4,500)          | -              |
| 5205 Streets Materials & Supplies   | 357           | 357           | 1,000          | 12,000         | (11,643)         | 2.98%          |
| 5208 Streets Repair & maintenance   | -             | -             | 4,167          | 50,000         | (50,000)         | -              |
| 5209 Streets Equipment lease        | 1,049         | 1,049         | 1,917          | 23,000         | (21,951)         | 4.56%          |
| 5210 Streets Insurance              | -             | -             | 1,000          | 1,000          | (1,000)          | -              |
| <b>Total Streets</b>                | <b>5,865</b>  | <b>5,865</b>  | <b>12,869</b>  | <b>148,400</b> | <b>(142,535)</b> | <b>3.95%</b>   |
| <b>Parks</b>                        |               |               |                |                |                  |                |
| 5450 Parks and Recreation           | -             | -             | 417            | 5,000          | (5,000)          | -              |
| <b>Total Parks</b>                  | <b>-</b>      | <b>-</b>      | <b>417</b>     | <b>5,000</b>   | <b>(5,000)</b>   | <b>-</b>       |
| <b>Miscellaneous</b>                |               |               |                |                |                  |                |
| 5650 Community Development          | -             | -             | 1,250          | 15,000         | (15,000)         | -              |
| <b>Total Miscellaneous</b>          | <b>-</b>      | <b>-</b>      | <b>1,250</b>   | <b>15,000</b>  | <b>(15,000)</b>  | <b>-</b>       |
| <b>Debt service</b>                 |               |               |                |                |                  |                |
| 5800 Principal                      | -             | -             | -              | 14,000         | (14,000)         | -              |
| 5801 Interest                       | -             | -             | -              | 11,525         | (11,525)         | -              |
| <b>Total Debt service</b>           | <b>-</b>      | <b>-</b>      | <b>-</b>       | <b>25,525</b>  | <b>(25,525)</b>  | <b>-</b>       |
| <b>Transfers</b>                    |               |               |                |                |                  |                |
| 6022 Transfer to Covid Fund         | 29,389        | 29,389        | -              | -              | 29,389           | -              |
| <b>Total Transfers</b>              | <b>29,389</b> | <b>29,389</b> | <b>-</b>       | <b>-</b>       | <b>29,389</b>    | <b>-</b>       |
| <b>Total Expenditures:</b>          | <b>78,567</b> | <b>78,567</b> | <b>62,092</b>  | <b>732,790</b> | <b>(654,223)</b> | <b>10.72%</b>  |
| <b>Total Change In Net Position</b> | <b>48,876</b> | <b>48,876</b> | <b>(1,427)</b> | <b>5,630</b>   | <b>43,246</b>    | <b>868.13%</b> |



**Town of Hideout**  
**Budget Comparison Report**  
**22 Covid 19 Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

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|  | <u>Period Actual</u> | <u>YTD Actual</u> |
|--|----------------------|-------------------|
| <b>Net Position</b>                    |                      |                   |
| <b>Assets:</b>                         |                      |                   |
| <b>Current Assets</b>                  |                      |                   |
| <b>Cash and cash equivalents</b>       |                      |                   |
| 1111 Key Bank (4000)                   | 20,699               | 20,699            |
| <b>Total Cash and cash equivalents</b> | <u>20,699</u>        | <u>20,699</u>     |
| <b>Total Current Assets</b>            | <u>20,699</u>        | <u>20,699</u>     |
| <b>Total Assets:</b>                   | <u>20,699</u>        | <u>20,699</u>     |
| <b>Total Net Position</b>              | <u>20,699</u>        | <u>20,699</u>     |



**Town of Hideout**  
**Budget Comparison Report**  
**22 Covid 19 Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|  | Period Actual | YTD Actual    | Monthly Budget | Annual Budget | Over/(Under)  | Percentage |
|--|---------------|---------------|----------------|---------------|---------------|------------|
| <b>Change In Net Position</b>            |               |               |                |               |               |            |
| <b>Revenue:</b>                          |               |               |                |               |               |            |
| <b>Interest</b>                          |               |               |                |               |               |            |
| 3610 Interest earnings                   | 3             | 3             | -              | -             | 3             | -          |
| <b>Total Interest</b>                    | <b>3</b>      | <b>3</b>      | <b>-</b>       | <b>-</b>      | <b>3</b>      | <b>-</b>   |
| <b>Contributions and transfers</b>       |               |               |                |               |               |            |
| 3810 Transfer From General Fund          | 29,389        | 29,389        | -              | -             | 29,389        | -          |
| <b>Total Contributions and transfers</b> | <b>29,389</b> | <b>29,389</b> | <b>-</b>       | <b>-</b>      | <b>29,389</b> | <b>-</b>   |
| <b>Total Revenue:</b>                    | <b>29,392</b> | <b>29,392</b> | <b>-</b>       | <b>-</b>      | <b>29,392</b> | <b>-</b>   |
| <b>Expenditures:</b>                     |               |               |                |               |               |            |
| <b>General government</b>                |               |               |                |               |               |            |
| <b>Administrative</b>                    |               |               |                |               |               |            |
| 4011 Salaries & Wages                    | 2,150         | 2,150         | -              | -             | 2,150         | -          |
| 5010 Admin Information Technology        | 325           | 325           | -              | -             | 325           | -          |
| <b>Total Administrative</b>              | <b>2,475</b>  | <b>2,475</b>  | <b>-</b>       | <b>-</b>      | <b>2,475</b>  | <b>-</b>   |
| <b>Professional services</b>             |               |               |                |               |               |            |
| 4031 Professional Services               | 1,654         | 1,654         | -              | -             | 1,654         | -          |
| <b>Total Professional services</b>       | <b>1,654</b>  | <b>1,654</b>  | <b>-</b>       | <b>-</b>      | <b>1,654</b>  | <b>-</b>   |
| <b>Total General government</b>          | <b>4,129</b>  | <b>4,129</b>  | <b>-</b>       | <b>-</b>      | <b>4,129</b>  | <b>-</b>   |
| <b>Streets</b>                           |               |               |                |               |               |            |
| 5208 Repair & Maintenance                | 4,564         | 4,564         | -              | -             | 4,564         | -          |
| <b>Total Streets</b>                     | <b>4,564</b>  | <b>4,564</b>  | <b>-</b>       | <b>-</b>      | <b>4,564</b>  | <b>-</b>   |
| <b>Total Expenditures:</b>               | <b>8,693</b>  | <b>8,693</b>  | <b>-</b>       | <b>-</b>      | <b>8,693</b>  | <b>-</b>   |
| <b>Total Change In Net Position</b>      | <b>20,699</b> | <b>20,699</b> | <b>-</b>       | <b>-</b>      | <b>20,699</b> | <b>-</b>   |



**Town of Hideout**  
**Budget Comparison Report**  
**51 Water Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| <b>Net Position</b>                         |                      |                   |
| <b>Assets:</b>                              |                      |                   |
| <b>Current Assets</b>                       |                      |                   |
| <b>Cash and cash equivalents</b>            |                      |                   |
| 1111 Key Bank (4000)                        | 107,035              | 534,509           |
| 1120 Xpress Bill Pay Clearing               | (7,661)              | 122,745           |
| 1175 Undeposited receipts                   | 8,242                | 5,313             |
| <b>Total Cash and cash equivalents</b>      | <b>107,616</b>       | <b>662,567</b>    |
| <b>Receivables</b>                          |                      |                   |
| 1311 Accounts receivable                    | 44,773               | 435,872           |
| <b>Total Receivables</b>                    | <b>44,773</b>        | <b>435,872</b>    |
| <b>Total Current Assets</b>                 | <b>152,389</b>       | <b>1,098,439</b>  |
| <b>Non-Current Assets</b>                   |                      |                   |
| <b>Capital assets</b>                       |                      |                   |
| <b>Property</b>                             |                      |                   |
| 1610 Water System                           | -                    | 2,505,205         |
| 1620 Sewer System                           | -                    | 2,421,889         |
| 1630 Storm Drain System                     | -                    | 1,728,746         |
| <b>Total Property</b>                       | <b>-</b>             | <b>6,655,840</b>  |
| <b>Accumulated depreciation</b>             |                      |                   |
| 1710 AccDpn Water System                    | -                    | 513,871           |
| 1720 AccDpn Sewer System                    | -                    | 487,403           |
| 1730 AccDpn Storm Drain System              | -                    | 463,878           |
| <b>Total Accumulated depreciation</b>       | <b>-</b>             | <b>1,465,152</b>  |
| <b>Total Capital assets</b>                 | <b>-</b>             | <b>5,190,688</b>  |
| <b>Total Non-Current Assets</b>             | <b>-</b>             | <b>5,190,688</b>  |
| <b>Total Assets:</b>                        | <b>152,389</b>       | <b>6,289,127</b>  |
| <b>Liabilities and Fund Equity:</b>         |                      |                   |
| <b>Liabilities:</b>                         |                      |                   |
| <b>Current liabilities</b>                  |                      |                   |
| 2131 Accounts payable                       | 3,537                | 48,623            |
| 2330 Deposits                               | -                    | 7,500             |
| 2422 Sewer impact fees payable              | 101,660              | 103,743           |
| <b>Total Current liabilities</b>            | <b>105,197</b>       | <b>159,866</b>    |
| <b>Total Liabilities:</b>                   | <b>105,197</b>       | <b>159,866</b>    |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2981 Retained earnings                      | 47,192               | 6,129,260         |
| <b>Total Equity - Paid In / Contributed</b> | <b>47,192</b>        | <b>6,129,260</b>  |
| <b>Total Liabilities and Fund Equity:</b>   | <b>152,389</b>       | <b>6,289,126</b>  |
| <b>Total Net Position</b>                   | <b>-</b>             | <b>1</b>          |



**Town of Hideout**  
**Budget Comparison Report**  
**51 Water Fund - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|                                      | Period Actual | YTD Actual    | Monthly Budget  | Annual Budget    | Over/(Under)       | Percentage    |
|--------------------------------------|---------------|---------------|-----------------|------------------|--------------------|---------------|
| <b>Income or Expense</b>             |               |               |                 |                  |                    |               |
| <b>Income From Operations:</b>       |               |               |                 |                  |                    |               |
| <b>Operating income</b>              |               |               |                 |                  |                    |               |
| 5110 Interest earnings               | 95            | 95            | -               | -                | 95                 | -             |
| 5140 Water service                   | 38,394        | 38,394        | 40,903          | 559,500          | (521,106)          | 6.86%         |
| 5141 Standby water                   | 3,658         | 3,658         | -               | 126,300          | (122,642)          | 2.90%         |
| 5142 Water reservation fee           | 3,851         | 3,851         | -               | 196,000          | (192,149)          | 1.96%         |
| 5143 Meter rental                    | 100           | 100           | 358             | 4,300            | (4,200)            | 2.33%         |
| 5145 Storm water service             | 1,767         | 1,767         | 1,298           | 18,200           | (16,433)           | 9.71%         |
| 5150 Sewer service                   | 13,000        | 13,000        | 11,673          | 153,700          | (140,700)          | 8.46%         |
| 5310 Connection fees                 | 37,800        | 37,800        | 5,625           | 67,500           | (29,700)           | 56.00%        |
| 5315 Water Transfer fees             | 80            | 80            | -               | -                | 80                 | -             |
| 5410 Late penalties and fees         | 45            | 45            | -               | -                | 45                 | -             |
| 5490 Other operating income          | 14            | 14            | -               | -                | 14                 | -             |
| <b>Total Operating income</b>        | <b>98,804</b> | <b>98,804</b> | <b>59,857</b>   | <b>1,125,500</b> | <b>(1,026,696)</b> | <b>8.78%</b>  |
| <b>Operating expense</b>             |               |               |                 |                  |                    |               |
| 6001.1 Insurance                     | -             | -             | 6,500           | 6,500            | (6,500)            | -             |
| 6005 Accounting and Audit            | -             | -             | -               | 6,500            | (6,500)            | -             |
| 6010 Information Technology          | -             | -             | 958             | 11,500           | (11,500)           | -             |
| 6016 Telephone                       | -             | -             | 433             | 5,200            | (5,200)            | -             |
| 6017 Training                        | -             | -             | -               | 1,625            | (1,625)            | -             |
| 6018 Website                         | -             | -             | 54              | 650              | (650)              | -             |
| 6140 Engineering                     | 3,778         | 3,778         | 4,375           | 52,500           | (48,722)           | 7.20%         |
| 6150 Legal                           | 4,183         | 4,183         | 3,667           | 44,000           | (39,817)           | 9.51%         |
| 6210 Meters                          | 2,376         | 2,376         | 2,583           | 31,000           | (28,624)           | 7.66%         |
| 6240 Office expenses                 | -             | -             | 500             | 6,000            | (6,000)            | -             |
| 6250 Operating expenses              | 1,319         | 1,319         | 3,596           | 37,000           | (35,681)           | 3.56%         |
| 6305 Repairs and Maint - Sewer       | 1,670         | 1,670         | 170             | 31,200           | (29,530)           | 5.35%         |
| 6310 Repairs and Maint - Water       | 1,928         | 1,928         | 7,574           | 88,700           | (86,772)           | 2.17%         |
| 6350 Salaries and wages              | 10,184        | 10,184        | 17,500          | 210,000          | (199,816)          | 4.85%         |
| 6355 Benefits                        | 28            | 28            | 2,333           | 28,000           | (27,972)           | 0.10%         |
| 6360 Software and technology         | -             | -             | 176             | 1,600            | (1,600)            | -             |
| 6390 Utilities                       | -             | -             | 67              | 3,000            | (3,000)            | -             |
| 6405 JSSD - Sewer                    | 5,336         | 5,336         | 3,867           | 46,400           | (41,064)           | 11.50%        |
| 6410 JSSD - Water                    | 20,813        | 20,813        | 25,483          | 305,800          | (284,987)          | 6.81%         |
| 6412 Water reservation fees          | -             | -             | -               | 55,300           | (55,300)           | -             |
| <b>Total Operating expense</b>       | <b>51,615</b> | <b>51,615</b> | <b>79,836</b>   | <b>972,475</b>   | <b>(920,860)</b>   | <b>5.31%</b>  |
| <b>Total Income From Operations:</b> | <b>47,189</b> | <b>47,189</b> | <b>(19,979)</b> | <b>153,025</b>   | <b>(105,836)</b>   | <b>30.84%</b> |
| <b>Total Income or Expense</b>       | <b>47,189</b> | <b>47,189</b> | <b>(19,979)</b> | <b>153,025</b>   | <b>(105,836)</b>   | <b>30.84%</b> |



**Town of Hideout**  
**Budget Comparison Report**  
**91 General Fixed Assets - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| <b>Net Position</b>                         |                      |                   |
| <b>Assets:</b>                              |                      |                   |
| <b>Non-Current Assets</b>                   |                      |                   |
| <b>Capital assets</b>                       |                      |                   |
| <b>Work in Process</b>                      |                      |                   |
| 1600 Work In Process                        | -                    | 2,860             |
| <b>Total Work in Process</b>                | -                    | <b>2,860</b>      |
| <b>Property</b>                             |                      |                   |
| 1610 Land                                   | -                    | 50,000            |
| 1620 Buildings                              | -                    | 483,809           |
| 1640 Machinery & Equipment                  | -                    | 206,316           |
| 1690 Roadway Improvements                   | -                    | 11,932,291        |
| <b>Total Property</b>                       | -                    | <b>12,672,416</b> |
| <b>Accumulated depreciation</b>             |                      |                   |
| 1720 AccDpn Buildings                       | -                    | 32,254            |
| 1740 AccDpn Machinery & Equipment           | -                    | 125,329           |
| 1790 AccDpn Roadway Improvements            | -                    | 2,107,557         |
| <b>Total Accumulated depreciation</b>       | -                    | <b>2,265,140</b>  |
| <b>Total Capital assets</b>                 | -                    | <b>10,410,136</b> |
| <b>Total Non-Current Assets</b>             | -                    | <b>10,410,136</b> |
| <b>Total Assets:</b>                        | -                    | <b>10,410,136</b> |
| <b>Liabilites and Fund Equity:</b>          |                      |                   |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2910 Invested In Capital Assets             | -                    | 10,410,136        |
| <b>Total Equity - Paid In / Contributed</b> | -                    | <b>10,410,136</b> |
| <b>Total Liabilites and Fund Equity:</b>    | -                    | <b>10,410,136</b> |
| <b>Total Net Position</b>                   | -                    | -                 |



**Town of Hideout**  
**Budget Comparison Report**  
**95 Governmental Long-term Liabilities - 07/01/2020 to 07/31/2020**  
**8.33% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| <b>Net Position</b>                         |                      |                   |
| <b>Liabilites and Fund Equity:</b>          |                      |                   |
| <b>Liabilities:</b>                         |                      |                   |
| <b>Long-term liabilities</b>                |                      |                   |
| 2501.1 2013 Town Hall Bond Issued           | -                    | 540,000           |
| 2501.2 2013 Town Hall Bond Repaid           | -                    | (79,000)          |
| <b>Total Long-term liabilities</b>          | -                    | <b>461,000</b>    |
| <b>Total Liabilities:</b>                   | -                    | <b>461,000</b>    |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2599 General Long-term debt offset          | -                    | (461,000)         |
| <b>Total Equity - Paid In / Contributed</b> | -                    | <b>(461,000)</b>  |
| <b>Total Liabilites and Fund Equity:</b>    | -                    | -                 |
| <b>Total Net Position</b>                   | -                    | -                 |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|  | <u>Period Actual</u> | <u>YTD Actual</u> |
|--|----------------------|-------------------|
| <b>Net Position</b>                    |                      |                   |
| <b>Assets:</b>                         |                      |                   |
| <b>Current Assets</b>                  |                      |                   |
| <b>Cash and cash equivalents</b>       |                      |                   |
| 1111 Key Bank (4000)                   | 47,112               | 62,291            |
| 1112 B & C Roads 5783 @ Key            | -                    | 59,317            |
| 1113 PTIF 5148 B & C Roads             | 11,546               | 272,899           |
| 1114 Key Bank (0993)                   | 175,225              | 584,616           |
| 1116 Zions Bank - City Bldg Acct       | -                    | 1,319             |
| 1117 PTIF 5910 Building Payments       | 14                   | 28,748            |
| 1120 Xpress Bill Pay Clearing          | (2,380)              | 1,106             |
| 1170 Petty cash                        | -                    | 100               |
| 1175 Undeposited receipts              | 279                  | 430               |
| <b>Total Cash and cash equivalents</b> | <b>231,796</b>       | <b>1,010,826</b>  |
| <b>Receivables</b>                     |                      |                   |
| 1311 Accounts receivable               | (41,520)             | 117,554           |
| 1341 Due from other governments        | 2,299                | 180,529           |
| 1411 Due from other                    | -                    | 1,520             |
| <b>Total Receivables</b>               | <b>(39,221)</b>      | <b>299,603</b>    |
| <b>Other current assets</b>            |                      |                   |
| 1580 Suspense                          | (193)                | -                 |
| <b>Total Other current assets</b>      | <b>(193)</b>         | <b>-</b>          |
| <b>Total Current Assets</b>            | <b>192,382</b>       | <b>1,310,429</b>  |
| <b>Total Assets:</b>                   | <b>192,382</b>       | <b>1,310,429</b>  |
| <b>Liabilities and Fund Equity:</b>    |                      |                   |
| <b>Liabilities:</b>                    |                      |                   |
| <b>Current liabilities</b>             |                      |                   |
| 2131 Accounts payable                  | (9,471)              | 6,837             |
| 2211 Accrued wages payable             | 9,853                | 10,419            |
| 2220 Payroll liability clearing        | (1,307)              | (1,194)           |
| 2221 Accrued SS, MC, & FWT payable     | 1,439                | (1,507)           |
| 2222 Accrued state withholding payable | 206                  | (5,035)           |
| 2223 Accrued state unemployment ins    | 13                   | 25                |
| 2306 UT Building permit surcharge      | 43                   | 2,694             |
| 2307 Security deposits                 | 181,070              | 369,103           |
| 2307.1 Application Deposits            | 250                  | 69,760            |
| 2308 Prepaid assessments - water       | -                    | 1,650             |
| 2602 Professional Services Advanced    | -                    | (8,828)           |
| <b>Total Current liabilities</b>       | <b>182,096</b>       | <b>443,924</b>    |
| <b>Deferred inflows</b>                |                      |                   |
| 2380 Deferred inflows - property taxes | -                    | 117,198           |
| 2734 All West                          | -                    | 17,386            |
| 2735 The Views Development Review      | -                    | (825)             |
| <b>Total Deferred inflows</b>          | <b>-</b>             | <b>133,759</b>    |
| <b>Long-term liabilities</b>           |                      |                   |
| 2601 Developer Performance Bonds He    | -                    | 1,000             |
| 2700 Western Ventures-Deer Springs     | -                    | 90,970            |
| 2701 Deer Waters Resort                | -                    | 2,578             |
| 2703 Golden Eagle Phase 1              | -                    | 10,856            |
| 2705 Golden Eagle Phase 3              | -                    | (3,560)           |
| 2712 Klaim                             | -                    | 8,662             |
| 2713 Klaim The View at Hideout         | -                    | 765               |
| 2714 New Town Center & Perch The Se    | -                    | (704)             |
| 2715 Perches/Commercial (Golden Eagl   | -                    | 704               |
| 2716 Plumb Holdings                    | -                    | 1,069             |
| 2721 Shoreline (Remaining Lots)        | -                    | (9,595)           |
| 2722 Shoreline Phase 1 Plat "A"        | -                    | 3,301             |
| 2724 Shoreline Phase 1 Plat "C"        | -                    | 62,977            |
| 2725 Shoreline Phase 2                 | -                    | 77,259            |
| 2726 Shoreline Phase 2A                | -                    | 280               |
| 2727 Soaring Hawk Phase 1 Soaring H    | -                    | (691)             |
| 2729 Soaring Hawk Phase 3 Fox Hollow   | -                    | 2,466             |
| 2730 Soaring Hawk Phase 4              | -                    | 706               |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| 2731 Sunrise                                | -                    | 3,180             |
| 2732 Vanden Akker                           | -                    | 51                |
| 2733 Venturi                                | -                    | (320)             |
| 2800 Deer Waters Performance Bond           | -                    | 95,650            |
| <b>Total Long-term liabilities</b>          | <b>-</b>             | <b>347,604</b>    |
| <b>Total Liabilities:</b>                   | <b>182,096</b>       | <b>925,287</b>    |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2971 Restricted                             | -                    | 32,299            |
| 2981 Fund balance                           | 10,287               | 352,842           |
| <b>Total Equity - Paid In / Contributed</b> | <b>10,287</b>        | <b>385,141</b>    |
| <b>Total Liabilities and Fund Equity:</b>   | <b>192,383</b>       | <b>1,310,428</b>  |
| <b>Total Net Position</b>                   | <b>(1)</b>           | <b>1</b>          |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|   | Period Actual | YTD Actual     | Monthly Budget | Annual Budget  | Over/(Under)     | Percentage    |
|---|---------------|----------------|----------------|----------------|------------------|---------------|
| <b>Change In Net Position</b>             |               |                |                |                |                  |               |
| <b>Revenue:</b>                           |               |                |                |                |                  |               |
| <b>Taxes</b>                              |               |                |                |                |                  |               |
| 3110 Property taxes - current             | -             | -              | -              | 131,480        | (131,480)        | -             |
| 3120 Prior year property taxes - delinque | 3,018         | 4,001          | -              | 7,500          | (3,499)          | 53.35%        |
| 3124 Fee-in-lieu of property taxes        | 495           | 930            | 126            | 1,200          | (270)            | 77.50%        |
| 3130 Sales tax                            | 12,162        | 24,260         | 8,638          | 90,000         | (65,740)         | 26.96%        |
| 3135 Telecomm Tax Revenue                 | 186           | 354            | 153            | 1,840          | (1,486)          | 19.24%        |
| 3137 Franchise Fee Revenue                | -             | -              | 58             | 700            | (700)            | -             |
| 3140 Municipal energy taxes               | 3,013         | 3,013          | 2,308          | 39,300         | (36,287)         | 7.67%         |
| <b>Total Taxes</b>                        | <b>18,874</b> | <b>32,558</b>  | <b>11,283</b>  | <b>272,020</b> | <b>(239,462)</b> | <b>11.97%</b> |
| <b>Licenses and permits</b>               |               |                |                |                |                  |               |
| 3210 Business licenses                    | -             | 150            | -              | 300            | (150)            | 50.00%        |
| 3221 Building permits                     | 6,745         | 118,510        | 37,964         | 250,000        | (131,490)        | 47.40%        |
| <b>Total Licenses and permits</b>         | <b>6,745</b>  | <b>118,660</b> | <b>37,964</b>  | <b>250,300</b> | <b>(131,640)</b> | <b>47.41%</b> |
| <b>Intergovernmental revenue</b>          |               |                |                |                |                  |               |
| 3356 Class C road allotment               | 11,422        | 11,422         | -              | 78,000         | (66,578)         | 14.64%        |
| <b>Total Intergovernmental revenue</b>    | <b>11,422</b> | <b>11,422</b>  | <b>-</b>       | <b>78,000</b>  | <b>(66,578)</b>  | <b>14.64%</b> |
| <b>Charges for services</b>               |               |                |                |                |                  |               |
| 3231 Planning & Zoning Fees               | -             | -              | 10,833         | 130,000        | (130,000)        | -             |
| 3490 Other services revenue               | 875           | 1,206          | 17             | 200            | 1,006            | 603.00%       |
| <b>Total Charges for services</b>         | <b>875</b>    | <b>1,206</b>   | <b>10,850</b>  | <b>130,200</b> | <b>(128,994)</b> | <b>0.93%</b>  |
| <b>Fines and forfeitures</b>              |               |                |                |                |                  |               |
| 3510 Fines and forfeitures                | -             | 400            | 208            | 2,500          | (2,100)          | 16.00%        |
| <b>Total Fines and forfeitures</b>        | <b>-</b>      | <b>400</b>     | <b>208</b>     | <b>2,500</b>   | <b>(2,100)</b>   | <b>16.00%</b> |
| <b>Interest</b>                           |               |                |                |                |                  |               |
| 3610 Interest earnings                    | 161           | 273            | 260            | 4,200          | (3,927)          | 6.50%         |
| <b>Total Interest</b>                     | <b>161</b>    | <b>273</b>     | <b>260</b>     | <b>4,200</b>   | <b>(3,927)</b>   | <b>6.50%</b>  |
| <b>Miscellaneous revenue</b>              |               |                |                |                |                  |               |
| 3690 Other revenue                        | -             | 1,000          | 100            | 1,200          | (200)            | 83.33%        |
| <b>Total Miscellaneous revenue</b>        | <b>-</b>      | <b>1,000</b>   | <b>100</b>     | <b>1,200</b>   | <b>(200)</b>     | <b>83.33%</b> |
| <b>Total Revenue:</b>                     | <b>38,077</b> | <b>165,519</b> | <b>60,665</b>  | <b>738,420</b> | <b>(572,901)</b> | <b>22.42%</b> |
| <b>Expenditures:</b>                      |               |                |                |                |                  |               |
| <b>General government</b>                 |               |                |                |                |                  |               |
| <b>Administrative</b>                     |               |                |                |                |                  |               |
| 5001.1 Admin Contract services            | 804           | 804            | -              | 5,000          | (4,196)          | 16.08%        |
| 5001.2 Admin Council pay                  | 431           | 593            | 639            | 3,600          | (3,007)          | 16.47%        |
| 5001.4 Admin Insurance                    | -             | 8,619          | 2,500          | 2,500          | 6,119            | 344.76%       |
| 5001.6 Admin Mileage reimbursement        | 433           | 631            | 104            | 2,500          | (1,869)          | 25.24%        |
| 5001.7 Admin Office supplies              | 590           | 950            | 244            | 3,000          | (2,050)          | 31.67%        |
| 5001.8 Admin Personnel                    | 6,064         | 8,214          | 7,917          | 95,000         | (86,786)         | 8.65%         |
| 5001.9 Admin Public notices               | 249           | 249            | 28             | 3,500          | (3,251)          | 7.11%         |
| 5001.A Admin Security Alarm Monitoring    | 80            | 160            | 65             | 1,000          | (840)            | 16.00%        |
| 5003 Admin Benefits                       | 910           | 2,776          | 1,375          | 16,500         | (13,724)         | 16.82%        |
| 5004 Admin Other                          | (17)          | (17)           | -              | 1,000          | (1,017)          | -1.70%        |
| 5010 Admin Information Technology         | -             | 1,449          | 559            | 7,840          | (6,391)          | 18.48%        |
| 5016 Admin Telephone                      | 571           | 946            | 187            | 2,800          | (1,854)          | 33.79%        |
| 5017 Admin Training                       | 169           | 394            | 138            | 875            | (481)            | 45.03%        |
| 5018 Admin Website                        | -             | -              | 337            | 350            | (350)            | -             |
| 5019 Admin Membership                     | -             | -              | 81             | 1,200          | (1,200)          | -             |
| 5030 Admin Repairs & maintenance          | -             | -              | 308            | 4,200          | (4,200)          | -             |
| 5050 Admin Utilities                      | 323           | 864            | 369            | 4,000          | (3,136)          | 21.60%        |
| 5069 Miscellaneous                        | -             | 1,103          | -              | 500            | 603              | 220.60%       |
| <b>Total Administrative</b>               | <b>10,607</b> | <b>27,735</b>  | <b>14,851</b>  | <b>155,365</b> | <b>(127,630)</b> | <b>17.85%</b> |
| <b>Professional services</b>              |               |                |                |                |                  |               |
| 5002.1 Accounting                         | -             | -              | 292            | 3,500          | (3,500)          | -             |
| 5002.2 Legal                              | -             | 20,134         | 5,333          | 64,000         | (43,866)         | 31.46%        |
| 5002.3 Engineering                        | -             | -              | 1,458          | 17,500         | (17,500)         | -             |
| 5002.4 Building inspection                | -             | -              | 15,414         | 125,000        | (125,000)        | -             |
| 5002.5 Plan prints                        | -             | -              | 208            | 2,500          | (2,500)          | -             |
| 5002.50 Engineering DRC Review            | -             | -              | 3,750          | 45,000         | (45,000)         | -             |
| 5002.60 Planning                          | 1,200         | 7,250          | 2,500          | 30,000         | (22,750)         | 24.17%        |



**Town of Hideout**  
**Budget Comparison Report**  
**10 General Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|                                     | Period Actual | YTD Actual     | Monthly Budget | Annual Budget  | Over/(Under)     | Percentage       |
|-------------------------------------|---------------|----------------|----------------|----------------|------------------|------------------|
| 5002.65 Building Plan Review        | 2,338         | 2,338          | 3,750          | 45,000         | (42,662)         | 5.20%            |
| <b>Total Professional services</b>  | <b>3,538</b>  | <b>29,722</b>  | <b>32,705</b>  | <b>332,500</b> | <b>(302,778)</b> | <b>8.94%</b>     |
| <b>Total General government</b>     | <b>14,145</b> | <b>57,457</b>  | <b>47,556</b>  | <b>487,865</b> | <b>(430,408)</b> | <b>11.78%</b>    |
| <b>Public Safety</b>                |               |                |                |                |                  |                  |
| 5101 Safety Personnel               | -             | -              | -              | 11,000         | (11,000)         | -                |
| 5105 Safety Police department       | -             | -              | -              | 40,000         | (40,000)         | -                |
| <b>Total Public Safety</b>          | <b>-</b>      | <b>-</b>       | <b>-</b>       | <b>51,000</b>  | <b>(51,000)</b>  | <b>-</b>         |
| <b>Streets</b>                      |               |                |                |                |                  |                  |
| 5201 Streets Personnel              | 6,348         | 10,807         | 4,167          | 50,000         | (39,193)         | 21.61%           |
| 5202 Streets Auto maintenance       | 20            | 20             | -              | 2,500          | (2,480)          | 0.80%            |
| 5203 Streets Benefits               | 488           | 488            | 450            | 5,400          | (4,912)          | 9.04%            |
| 5204 Streets Fuel                   | -             | -              | 168            | 4,500          | (4,500)          | -                |
| 5205 Streets Materials & Supplies   | 1,209         | 1,566          | 1,000          | 12,000         | (10,434)         | 13.05%           |
| 5208 Streets Repair & maintenance   | 4,534         | 4,534          | 4,167          | 50,000         | (45,466)         | 9.07%            |
| 5209 Streets Equipment lease        | 1,049         | 2,098          | 1,917          | 23,000         | (20,902)         | 9.12%            |
| 5210 Streets Insurance              | -             | -              | 1,000          | 1,000          | (1,000)          | -                |
| <b>Total Streets</b>                | <b>13,648</b> | <b>19,513</b>  | <b>12,869</b>  | <b>148,400</b> | <b>(128,887)</b> | <b>13.15%</b>    |
| <b>Parks</b>                        |               |                |                |                |                  |                  |
| 5450 Parks and Recreation           | -             | -              | 417            | 5,000          | (5,000)          | -                |
| <b>Total Parks</b>                  | <b>-</b>      | <b>-</b>       | <b>417</b>     | <b>5,000</b>   | <b>(5,000)</b>   | <b>-</b>         |
| <b>Miscellaneous</b>                |               |                |                |                |                  |                  |
| 5650 Community Development          | -             | -              | 1,250          | 15,000         | (15,000)         | -                |
| <b>Total Miscellaneous</b>          | <b>-</b>      | <b>-</b>       | <b>1,250</b>   | <b>15,000</b>  | <b>(15,000)</b>  | <b>-</b>         |
| <b>Debt service</b>                 |               |                |                |                |                  |                  |
| 5800 Principal                      | -             | -              | -              | 14,000         | (14,000)         | -                |
| 5801 Interest                       | -             | -              | -              | 11,525         | (11,525)         | -                |
| <b>Total Debt service</b>           | <b>-</b>      | <b>-</b>       | <b>-</b>       | <b>25,525</b>  | <b>(25,525)</b>  | <b>-</b>         |
| <b>Transfers</b>                    |               |                |                |                |                  |                  |
| 6022 Transfer to Covid Fund         | -             | 29,389         | -              | -              | 29,389           | -                |
| <b>Total Transfers</b>              | <b>-</b>      | <b>29,389</b>  | <b>-</b>       | <b>-</b>       | <b>29,389</b>    | <b>-</b>         |
| <b>Total Expenditures:</b>          | <b>27,793</b> | <b>106,359</b> | <b>62,092</b>  | <b>732,790</b> | <b>(626,431)</b> | <b>14.51%</b>    |
| <b>Total Change In Net Position</b> | <b>10,284</b> | <b>59,160</b>  | <b>(1,427)</b> | <b>5,630</b>   | <b>53,530</b>    | <b>1,050.80%</b> |



**Town of Hideout**  
**Budget Comparison Report**  
**22 Covid 19 Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|  | <u>Period Actual</u> | <u>YTD Actual</u> |
|--|----------------------|-------------------|
| <b>Net Position</b>                    |                      |                   |
| <b>Assets:</b>                         |                      |                   |
| <b>Current Assets</b>                  |                      |                   |
| <b>Cash and cash equivalents</b>       |                      |                   |
| 1111 Key Bank (4000)                   | 19,716               | 40,415            |
| <b>Total Cash and cash equivalents</b> | <u>19,716</u>        | <u>40,415</u>     |
| <b>Total Current Assets</b>            | <u>19,716</u>        | <u>40,415</u>     |
| <b>Total Assets:</b>                   | <u>19,716</u>        | <u>40,415</u>     |
| <b>Total Net Position</b>              | <u>19,716</u>        | <u>40,415</u>     |



**Town of Hideout**  
**Budget Comparison Report**  
**22 Covid 19 Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|  | Period Actual | YTD Actual    | Monthly Budget | Annual Budget | Over/(Under)  | Percentage |
|--|---------------|---------------|----------------|---------------|---------------|------------|
| <b>Change In Net Position</b>            |               |               |                |               |               |            |
| <b>Revenue:</b>                          |               |               |                |               |               |            |
| <b>Intergovernmental revenue</b>         |               |               |                |               |               |            |
| 3310 Grant Revenue                       | 29,389        | 29,389        | -              | -             | 29,389        | -          |
| <b>Total Intergovernmental revenue</b>   | <b>29,389</b> | <b>29,389</b> | -              | -             | <b>29,389</b> | -          |
| <b>Interest</b>                          |               |               |                |               |               |            |
| 3610 Interest earnings                   | 6             | 9             | -              | -             | 9             | -          |
| <b>Total Interest</b>                    | <b>6</b>      | <b>9</b>      | -              | -             | <b>9</b>      | -          |
| <b>Contributions and transfers</b>       |               |               |                |               |               |            |
| 3810 Transfer From General Fund          | -             | 29,389        | -              | -             | 29,389        | -          |
| <b>Total Contributions and transfers</b> | <b>-</b>      | <b>29,389</b> | -              | -             | <b>29,389</b> | -          |
| <b>Total Revenue:</b>                    | <b>29,395</b> | <b>58,787</b> | -              | -             | <b>58,787</b> | -          |
| <b>Expenditures:</b>                     |               |               |                |               |               |            |
| <b>General government</b>                |               |               |                |               |               |            |
| <b>Administrative</b>                    |               |               |                |               |               |            |
| 4011 Salaries & Wages                    | 5,719         | 7,869         | -              | -             | 7,869         | -          |
| 5010 Admin Information Technology        | 940           | 1,265         | -              | -             | 1,265         | -          |
| <b>Total Administrative</b>              | <b>6,659</b>  | <b>9,134</b>  | -              | -             | <b>9,134</b>  | -          |
| <b>Professional services</b>             |               |               |                |               |               |            |
| 4031 Professional Services               | 1,118         | 2,771         | -              | -             | 2,771         | -          |
| <b>Total Professional services</b>       | <b>1,118</b>  | <b>2,771</b>  | -              | -             | <b>2,771</b>  | -          |
| <b>Total General government</b>          | <b>7,777</b>  | <b>11,905</b> | -              | -             | <b>11,905</b> | -          |
| <b>Streets</b>                           |               |               |                |               |               |            |
| 5208 Repair & Maintenance                | 1,903         | 6,467         | -              | -             | 6,467         | -          |
| <b>Total Streets</b>                     | <b>1,903</b>  | <b>6,467</b>  | -              | -             | <b>6,467</b>  | -          |
| <b>Total Expenditures:</b>               | <b>9,680</b>  | <b>18,372</b> | -              | -             | <b>18,372</b> | -          |
| <b>Total Change In Net Position</b>      | <b>19,715</b> | <b>40,415</b> | -              | -             | <b>40,415</b> | -          |



**Town of Hideout**  
**Budget Comparison Report**  
**51 Water Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| <b>Net Position</b>                         |                      |                   |
| <b>Assets:</b>                              |                      |                   |
| <b>Current Assets</b>                       |                      |                   |
| <b>Cash and cash equivalents</b>            |                      |                   |
| 1111 Key Bank (4000)                        | 195,034              | 729,543           |
| 1120 Xpress Bill Pay Clearing               | (109,799)            | 12,946            |
| 1175 Undeposited receipts                   | (279)                | 5,034             |
| <b>Total Cash and cash equivalents</b>      | <u>84,956</u>        | <u>747,523</u>    |
| <b>Receivables</b>                          |                      |                   |
| 1311 Accounts receivable                    | (52,460)             | 383,412           |
| <b>Total Receivables</b>                    | <u>(52,460)</u>      | <u>383,412</u>    |
| <b>Total Current Assets</b>                 | <u>32,496</u>        | <u>1,130,935</u>  |
| <b>Non-Current Assets</b>                   |                      |                   |
| <b>Capital assets</b>                       |                      |                   |
| <b>Property</b>                             |                      |                   |
| 1610 Water System                           | -                    | 2,505,205         |
| 1620 Sewer System                           | -                    | 2,421,889         |
| 1630 Storm Drain System                     | -                    | 1,728,746         |
| <b>Total Property</b>                       | <u>-</u>             | <u>6,655,840</u>  |
| <b>Accumulated depreciation</b>             |                      |                   |
| 1710 AccDpn Water System                    | -                    | 513,871           |
| 1720 AccDpn Sewer System                    | -                    | 487,403           |
| 1730 AccDpn Storm Drain System              | -                    | 463,878           |
| <b>Total Accumulated depreciation</b>       | <u>-</u>             | <u>1,465,152</u>  |
| <b>Total Capital assets</b>                 | <u>-</u>             | <u>5,190,688</u>  |
| <b>Total Non-Current Assets</b>             | <u>-</u>             | <u>5,190,688</u>  |
| <b>Total Assets:</b>                        | <u>32,496</u>        | <u>6,321,623</u>  |
| <b>Liabilities and Fund Equity:</b>         |                      |                   |
| <b>Liabilities:</b>                         |                      |                   |
| <b>Current liabilities</b>                  |                      |                   |
| 2131 Accounts payable                       | 29,870               | 78,493            |
| 2330 Deposits                               | -                    | 7,500             |
| 2422 Sewer impact fees payable              | 5,083                | 108,826           |
| <b>Total Current liabilities</b>            | <u>34,953</u>        | <u>194,819</u>    |
| <b>Total Liabilities:</b>                   | <u>34,953</u>        | <u>194,819</u>    |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2981 Retained earnings                      | (2,456)              | 6,126,804         |
| <b>Total Equity - Paid In / Contributed</b> | <u>(2,456)</u>       | <u>6,126,804</u>  |
| <b>Total Liabilities and Fund Equity:</b>   | <u>32,497</u>        | <u>6,321,623</u>  |
| <b>Total Net Position</b>                   | <u>(1)</u>           | <u>-</u>          |



**Town of Hideout**  
**Budget Comparison Report**  
**51 Water Fund - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|                                      | Period Actual  | YTD Actual     | Monthly Budget  | Annual Budget    | Over/(Under)     | Percentage    |
|--------------------------------------|----------------|----------------|-----------------|------------------|------------------|---------------|
| <b>Income or Expense</b>             |                |                |                 |                  |                  |               |
| <b>Income From Operations:</b>       |                |                |                 |                  |                  |               |
| <b>Operating income</b>              |                |                |                 |                  |                  |               |
| 5110 Interest earnings               | 119            | 214            | -               | -                | 214              | -             |
| 5140 Water service                   | 55,681         | 94,074         | 40,903          | 559,500          | (465,426)        | 16.81%        |
| 5141 Standby water                   | (410)          | 3,249          | -               | 126,300          | (123,051)        | 2.57%         |
| 5142 Water reservation fee           | -              | 3,851          | -               | 196,000          | (192,149)        | 1.96%         |
| 5143 Meter rental                    | -              | 100            | 358             | 4,300            | (4,200)          | 2.33%         |
| 5145 Storm water service             | 1,890          | 3,658          | 1,298           | 18,200           | (14,542)         | 20.10%        |
| 5150 Sewer service                   | 13,411         | 26,411         | 11,673          | 153,700          | (127,289)        | 17.18%        |
| 5310 Connection fees                 | 2,300          | 40,100         | 5,625           | 67,500           | (27,400)         | 59.41%        |
| 5315 Water Transfer fees             | 360            | 440            | -               | -                | 440              | -             |
| 5410 Late penalties and fees         | 99             | 144            | -               | -                | 144              | -             |
| 5490 Other operating income          | 12             | 26             | -               | -                | 26               | -             |
| <b>Total Operating income</b>        | <b>73,462</b>  | <b>172,267</b> | <b>59,857</b>   | <b>1,125,500</b> | <b>(953,233)</b> | <b>15.31%</b> |
| <b>Operating expense</b>             |                |                |                 |                  |                  |               |
| 6001.1 Insurance                     | -              | -              | 6,500           | 6,500            | (6,500)          | -             |
| 6005 Accounting and Audit            | -              | -              | -               | 6,500            | (6,500)          | -             |
| 6010 Information Technology          | -              | -              | 958             | 11,500           | (11,500)         | -             |
| 6016 Telephone                       | -              | -              | 433             | 5,200            | (5,200)          | -             |
| 6017 Training                        | -              | -              | -               | 1,625            | (1,625)          | -             |
| 6018 Website                         | -              | -              | 54              | 650              | (650)            | -             |
| 6140 Engineering                     | -              | 3,778          | 4,375           | 52,500           | (48,722)         | 7.20%         |
| 6150 Legal                           | 805            | 4,988          | 3,667           | 44,000           | (39,012)         | 11.34%        |
| 6210 Meters                          | 7,148          | 9,524          | 2,583           | 31,000           | (21,476)         | 30.72%        |
| 6240 Office expenses                 | -              | -              | 500             | 6,000            | (6,000)          | -             |
| 6250 Operating expenses              | -              | 1,319          | 3,596           | 37,000           | (35,681)         | 3.56%         |
| 6305 Repairs and Maint - Sewer       | 1,580          | 3,250          | 170             | 31,200           | (27,950)         | 10.42%        |
| 6310 Repairs and Maint - Water       | 1,850          | 3,778          | 7,574           | 88,700           | (84,922)         | 4.26%         |
| 6350 Salaries and wages              | 16,012         | 26,196         | 17,500          | 210,000          | (183,804)        | 12.47%        |
| 6355 Benefits                        | 1,234          | 1,262          | 2,333           | 28,000           | (26,738)         | 4.51%         |
| 6360 Software and technology         | -              | -              | 176             | 1,600            | (1,600)          | -             |
| 6390 Utilities                       | -              | -              | 67              | 3,000            | (3,000)          | -             |
| 6405 JSSD - Sewer                    | 5,664          | 11,000         | 3,867           | 46,400           | (35,400)         | 23.71%        |
| 6410 JSSD - Water                    | 41,625         | 62,438         | 25,483          | 305,800          | (243,362)        | 20.42%        |
| 6412 Water reservation fees          | -              | -              | -               | 55,300           | (55,300)         | -             |
| <b>Total Operating expense</b>       | <b>75,918</b>  | <b>127,533</b> | <b>79,836</b>   | <b>972,475</b>   | <b>(844,942)</b> | <b>13.11%</b> |
| <b>Total Income From Operations:</b> | <b>(2,456)</b> | <b>44,734</b>  | <b>(19,979)</b> | <b>153,025</b>   | <b>(108,291)</b> | <b>29.23%</b> |
| <b>Total Income or Expense</b>       | <b>(2,456)</b> | <b>44,734</b>  | <b>(19,979)</b> | <b>153,025</b>   | <b>(108,291)</b> | <b>29.23%</b> |



**Town of Hideout**  
**Budget Comparison Report**  
**91 General Fixed Assets - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| <b>Net Position</b>                         |                      |                   |
| <b>Assets:</b>                              |                      |                   |
| <b>Non-Current Assets</b>                   |                      |                   |
| <b>Capital assets</b>                       |                      |                   |
| <b>Work in Process</b>                      |                      |                   |
| 1600 Work In Process                        | -                    | 2,860             |
| <b>Total Work in Process</b>                | -                    | <b>2,860</b>      |
| <b>Property</b>                             |                      |                   |
| 1610 Land                                   | -                    | 50,000            |
| 1620 Buildings                              | -                    | 483,809           |
| 1640 Machinery & Equipment                  | -                    | 206,316           |
| 1690 Roadway Improvements                   | -                    | 11,932,291        |
| <b>Total Property</b>                       | -                    | <b>12,672,416</b> |
| <b>Accumulated depreciation</b>             |                      |                   |
| 1720 AccDpn Buildings                       | -                    | 32,254            |
| 1740 AccDpn Machinery & Equipment           | -                    | 125,329           |
| 1790 AccDpn Roadway Improvements            | -                    | 2,107,557         |
| <b>Total Accumulated depreciation</b>       | -                    | <b>2,265,140</b>  |
| <b>Total Capital assets</b>                 | -                    | <b>10,410,136</b> |
| <b>Total Non-Current Assets</b>             | -                    | <b>10,410,136</b> |
| <b>Total Assets:</b>                        | -                    | <b>10,410,136</b> |
| <b>Liabilites and Fund Equity:</b>          |                      |                   |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2910 Invested In Capital Assets             | -                    | 10,410,136        |
| <b>Total Equity - Paid In / Contributed</b> | -                    | <b>10,410,136</b> |
| <b>Total Liabilites and Fund Equity:</b>    | -                    | <b>10,410,136</b> |
| <b>Total Net Position</b>                   | -                    | -                 |



**Town of Hideout**  
**Budget Comparison Report**  
**95 Governmental Long-term Liabilities - 07/01/2020 to 08/31/2020**  
**16.67% of the fiscal year has expired**

|   | <u>Period Actual</u> | <u>YTD Actual</u> |
|---|----------------------|-------------------|
| <b>Net Position</b>                         |                      |                   |
| <b>Liabilites and Fund Equity:</b>          |                      |                   |
| <b>Liabilities:</b>                         |                      |                   |
| <b>Long-term liabilities</b>                |                      |                   |
| 2501.1 2013 Town Hall Bond Issued           | -                    | 540,000           |
| 2501.2 2013 Town Hall Bond Repaid           | -                    | (79,000)          |
| <b>Total Long-term liabilities</b>          | -                    | <b>461,000</b>    |
| <b>Total Liabilities:</b>                   | -                    | <b>461,000</b>    |
| <b>Equity - Paid In / Contributed</b>       |                      |                   |
| 2599 General Long-term debt offset          | -                    | (461,000)         |
| <b>Total Equity - Paid In / Contributed</b> | -                    | <b>(461,000)</b>  |
| <b>Total Liabilites and Fund Equity:</b>    | -                    | -                 |
| <b>Total Net Position</b>                   | -                    | -                 |